

Aug. 31, 1972

Coldwater Community Schools

MASTER AGREEMENT

Between The

COLDWATER BOARD OF EDUCATION

And The

COLDWATER EDUCATION ASSOCIATION

Coldwater Community Schools
Coldwater, Michigan

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Michigan State University

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ARTICLE I

RECOGNITION

A. The Board of Education hereby recognizes the Coldwater Education Association as the sole and exclusive bargaining representative as defined in Section 11 of Act 379, P.A. of 1965, for all certified teaching personnel under contract regardless of assignment, but excluding supervisory and executive personnel, office, clerical, maintenance and operating employees.

(a) The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the above named association in this bargaining or negotiating unit as above defined and reference to male teachers shall include female teachers.

(b) The term "board" shall include its officers and agents.

The board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, P.A. of 1965, for the duration of this agreement.

B. PAYROLL DEDUCTIONS AND FINANCIAL RESPONSIBILITY

1. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the board an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the board shall deduct a pro rata amount of such dues, providing data are available. Deductions will be made from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
2. It is recognized that because of religious conviction or otherwise, some teachers object to joining any organization in collective negotiations/bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction in accordance with the Master Agreement, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the membership dues and assessments of the local, state and national association.

Payroll Deductions and Financial Responsibility - continued

The Association shall make such a service fee known to the Board of Education by the first Monday in October. In the event that such a sum shall remain unpaid for a period of thirty (30) working days following the commencement of employment of the teacher the Board agrees that in order to effectuate the purpose of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued. The Association shall deliver to the Board a signed statement indicating the specific teachers who have not complied with this section and the Association shall notify said teachers of this action. The refusal of the teacher to contribute fairly to the costs of negotiations and administration of this and subsequent agreements is recognized by the parties as reasonable and just cause for termination of employment.

3. The Association will protect and save harmless the Board of Education from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board for the purposes of complying with Article I - Section B.

TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, provided they have clearance from building principal and/or superintendent. Bulletin boards, mailboxes, mail distribution and daily bulletins shall be made available to the Association and its members.
- B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such information shall, however, be prepared only in such form as it is prepared for use of the Board of Education.
- C. Nothing contained herein shall be construed to deny or restrict any teachers' rights. The rights granted to teachers and the duties imposed upon teachers hereunder shall be deemed in addition to those provided elsewhere.
- D. The Association and the teachers recognize that the basic duty of each teacher is to use his skill and expertise in the most effective and proper manner to improve the quality of the educational process in the Coldwater Community Schools.
- E. The Association and the teachers further recognize and incorporate by reference the Code of Ethics of the Michigan Education Association, as adopted by the Representative Assembly of said association in April of 1963, as later revised, as the basic standard of professional conduct to which they will adhere in the performance of their obligations to the Board and the youth of the Coldwater school system.

ARTICLE III

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature, after considering the recommendations of the teaching staff concerned.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment, subject to the terms of this agreement.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

- B. Require health and tuberculosis examination. All new teachers shall be required to file with the Board an annual certification of satisfactory health signed by a competent physician of the teacher's own choice. This certification shall be filed prior to the opening of the teacher's work year. All teachers are to have an annual chest x-ray or a Mantoux test for T.B. Evidence of such a test or x-ray is to be placed in the teacher's personnel folder annually.
- C. The superintendent of schools may request a physical or psychiatric examination of any teacher. Whenever an examination is required, the request shall be accompanied by a written statement with valid reasons for the request. The teacher may select the physician who shall furnish a report of the examination to the superintendent. If the examination and the records show that the teacher is not in proper condition to perform his duties, he may be obliged to take a

leave of absence immediately, or to extend the existing leave of absence until he can furnish satisfactory evidence of his fitness to return to work. All examinations shall be conducted by a qualified physician. All examinations requested by the Board are to be paid for by the school district.

ARTICLE IV

PROFESSIONAL COMPENSATION

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- A. The salaries of teachers covered by this agreement are set forth in Appendix A and Appendix B which are attached to and incorporated in this agreement. The salaries contained therein shall be full compensation for the service performed by the teacher for the school years indicated and covered by this agreement.
- B. The salary schedule is based upon a normal weekly duty load as herein-after defined in Articles having to do with teaching hours, loads, and assignments.
- C. When a teacher is assigned an additional academic class above the normal teaching load he will be compensated on pro rata amount of his annual base salary.
- D. Teachers may be required to report on Thursday and Friday prior to Labor Day and classes shall commence each year on the day after Labor Day. Teachers may be required to remain two days after classes end in June of each year.
- E. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary provided that the time for such negotiation has previously been set by mutual agreement of the parties hereto.

- F. With the approval of the administration, teachers shall be released from regular duties without loss of salary for the purpose of participating in conferences beneficial to the school program. Within the guidelines of reasonable judgment by the building principal and necessary budgetary constraints, teacher release for educational conferences shall be based upon significance of the event and degree of teacher involvement.
- G. Compensation is based upon a teaching year of 190 contractual days. For a teacher's absence not chargeable to the absences permitted in Article VIII there shall be deducted from such teacher's salary 1/190 share of the annual contract salary.
- H. Basic salaries for teachers will be based on twenty-six (26) pay periods. Teachers shall have the option of withdrawing the accumulated balance due on their current contractual salary as of the end of the school year providing written notice is given to the business office on or before May 1.
- I. For extra-duty assignments outside the normal load, compensation shall be paid for the 1969-70 and 1970-71 school years according to Appendix C attached to and made a part of this agreement. Remuneration for such duties shall be considered supplemental and in addition to the annual base salary for the teacher assigned. Based upon teacher consent of said assignment, assignment of extra duties will be made annually at the discretion of the Board and upon recommendation of the superintendent. The Board of Education shall issue notification of the assignment and the amount of remuneration to the teacher. It is the Board's intent that, wherever practical, no teacher shall be given more than two extra-duty assignments during any school year.

- J. Full prior service credit will be granted to those new teachers with satisfactory prior teaching experience in either state approved public or non-public schools.
- K. Credit for military service and/or peace corps service will be granted up to a maximum of two (2) years on the appropriate salary schedule. Such service shall be considered as a part of prior teaching service credit. Said military or peace corps service credit will be granted on the basis of record of honorable discharge or honorable certificate of separation of service.
- L. Vocational education personnel possessing both a teaching certificate and a vocational certificate for the subject area in which they are teaching, shall be credited with three steps on the salary schedule. Additional steps shall be granted at the rate of one step for every complete four years of related work experience beyond the three years necessary for a vocational certificate.

Non-degree teachers possessing only a vocational certificate shall be paid according to the non-degree salary schedule as appended to this Agreement.

ARTICLE V

TEACHING HOURS AND ASSIGNMENTS

- A. It is the responsibility of each individual teacher, as well as the board, to provide the highest quality educational program practicable for every boy and girl in the school district. To this end, the teacher should maintain practices inherent in his profession such as:
1. Careful daily preparation.
 2. Attendance at staff meetings, and participation in activities of the school and community.
- B. Secondary teachers will be required to be in their assigned classroom or other teaching station twenty (20) minutes prior to the beginning of the students' instructional day. Secondary teachers will be required to remain in the building twenty (20) minutes after the termination of the students' instructional day. The length of the school day for secondary students shall be at least six (6) clock hours exclusive of the lunch period. Exceptions to staff hour requirements may be granted by the building principal as advised by appropriate building staff.
- C. Elementary teachers will be required to be in their assigned classroom or other teaching station forty (40) minutes prior to the beginning of the students' instructional day. The length of the school day for elementary students shall be at least five (5) clock hours exclusive of the lunch period. Exception to staff hour requirements may be granted by the building principal as advised by appropriate building staff.
- D. All teachers will have a duty free lunch period of at least thirty (30) minutes. In case of an emergency situation, teachers may be called upon for assistance.

- E. Teachers are encouraged to remain for a sufficient period after the close of the students' instructional day to attend to those matters which properly require attention at that time and are in the best interests of student welfare and effective school operation.
- F. Each secondary teacher's schedule shall include one (1) unassigned preparation period per day for conference and preparation purposes. Elementary teachers will be provided one (1) duty free recess period each day of the week. In addition, elementary teachers may use for preparation and planning time during the day that time during which their classes are receiving instruction from various teaching specialists.
- G. Assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate, or their major and minor fields of study, except temporarily and the Association will be notified of exceptions to this practice and reasons therefore.
- H. In order to maintain an open channel of bilateral communication between the building administrators and the staff, teachers shall reserve a day in each two (2) weeks as established by the building principal either before the opening of school or after the close of the student day for building faculty meetings or intra/extra building committee activities. The building representative and the building administrator will confer as to the agenda, frequency, time and place of these faculty meetings. Agendas of intra/extra committee activities shall be cooperatively set by the teachers involved and the administrative representative, if any. Regular attendance is expected when such meetings are called.

1. Principals will prepare non-instructional duty schedules and make assignments. Such assignments are to be rotated among the staff to the degree practicable. Teachers are expected to accept and execute such assignments as part of the regular duty schedule. In those buildings where bus duty is necessary such duty shall be shared as nearly equal as is practicable upon request. The building administration may be advised by the Association building representative in regard to the bus duty schedule. However, nothing in this paragraph shall be interpreted to mean any duty beyond the regular duty hours as provided in Paragraphs B and C above. Teachers in performing such duty will maintain every reasonable safety precaution so long as children are in their charge.

ARTICLE VI

TEACHING CONDITIONS

- A. The parties to this agreement recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of educational environment which is a goal of both the Association and the Board.
- B. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interests of the district as deemed administratively possible. The standards as established by the North Central Association of Colleges and Secondary Schools and the State Department of Education will also serve as guideposts in the pupil-teacher ratio area.
- C. The Board will continue its effort to keep the schools reasonably and properly equipped and maintained.
- D. The Board shall make available in each new school building or school building hereafter remodeled an adequate lunchroom, restroom, and lavatory facilities exclusively for teacher use, and at least one room, appropriately furnished which shall be reserved as a faculty lounge. This would apply to extensive modifications only.
- E. Telephone facilities shall be made available for teachers for their reasonable use.

- F. At the elementary level, each class load shall be maintained to within six (6) students of all others at that grade level in so far as feasible. This level will be accomplished by the fourth Friday of the school year. All incoming students shall be assigned in order to maintain the level above.
- G. Parking facilities shall be made available to teachers for their exclusive use, and they shall be maintained throughout the school year in order to facilitate their continuous utilization.
- H. The teachers in any department in the junior high school or senior high school level shall each year nominate from among their members a department chairman for the building principal's consideration. The department chairman shall serve as instructional liaison between the teachers of the department and the school administration. Such chairman shall not be considered a supervisory employee.
- I. Any teacher selected as a department chairman shall be assigned one less class per day, or be remunerated according to the extra duty schedule attached.

VACANCIES, PROMOTIONS, AND TRANSFERS

A. APPOINTMENTS TO VACANCIES OR NEW POSITIONS WITHIN BARGAINING UNIT

1. Whenever a vacancy occurs in a position within the bargaining unit, or a new professional position is created within said unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the President of the Association, and the six (6) major officers as listed by the Association. During the calendar year as vacancies or new positions occur within the bargaining unit the Board shall provide for appropriate posting of said positions in all school buildings within thirty (30) calendar days. No permanent appointment to such position shall be made until twelve (12) calendar days have elapsed following giving of said notice to the Association President and the six (6) major officers as listed by the Association. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position, but said temporary assignment shall not extend beyond the balance of the school year. The Board shall not be limited to its selection of personnel to permanently hold the position to applicants from within the unit or to the person temporarily assigned to the position, nor shall it be required to make the permanent appointment before the termination of the school year in which the vacancy occurs or the position is created.
2. Teachers who desire to apply for such vacant position shall file their application in writing with the Superintendent. Such vacancy shall be filled by the Board on the basis of fitness for the position as determined by the Administration.

B. PROMOTION TO VACANCIES OR NEW POSITIONS OUTSIDE THE BARGAINING UNIT

1. Whenever a vacancy occurs in any supervisory, administrative, or executive position outside the bargaining unit, or a new position of like nature is created outside of said unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the President of the Association and the six (6) major officers as listed by the Association.
2. Teachers who desire to apply for the position shall file their applications in writing with the Superintendent. The Board shall consider all applications, and shall make the permanent appointment as soon as is practicable. It is recognized that the right of selection of personnel to fill said position remains entirely within the discretion of the Board, and it is further recognized that the Board subscribes to the principle that promotions from within the unit are generally desirable.

LEAVES OF ABSENCE

- A. All teachers of the school district are allowed ten days a year of absences for personal illness with unlimited accumulation.
- B. Absence for personal business:
1. Each teacher will be allowed two (2) days of absence, non-cumulative, during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day. An applicant for a personal business leave day need not be required to state the reason for such leave, but it is recognized that such requests shall be made as far in advance as possible. Such day of absence shall not be deducted from the teacher's sick leave days.
 2. If it is believed by the Board, or its agents, that any teacher has abused this privilege, said belief shall be promptly transmitted to the Association. The Association shall immediately conduct its own investigation, and if it reports that the belief is well founded, the Board shall charge the teacher with a per diem deduction of the teacher's base annual salary computed upon the current official school calendar.
- C. A teacher shall be entitled to a maximum of five days of leave in the event of the death of a relative of the teacher who resides in the same household as the teacher, or in the event of the death of the mother, father, child, husband, wife, sister or brother of the teacher. In the event of death of any other member of the teacher's family where such teacher is responsible for funeral arrangements, the administration may grant leave.

D. Any teacher who becomes pregnant and wishes to take a maternity leave of absence shall give written notice to her principal a sufficient time prior to her expected confinement date so that a suitable replacement can be secured. The teacher concerned may teach until the end of the sixth (6th) month of pregnancy or the end of the semester, whichever comes first. It is understood that the pregnancy leave will extend through the end of the school year when leave is taken prior to or at the end of the first semester. At least sixty (60) days prior to the beginning of a semester the teacher shall apply to return to work. The teacher shall thereupon be assigned the same or an equivalent teaching position if appropriate vacancy is available. Said teacher on such a leave returning to school employment would be placed on the same salary step which she was on prior to the beginning of such leave. Except wherein said teacher has completed at least one semester of teaching service under this policy. This teacher shall be granted one-half year credit for such service and be placed at the appropriate salary step. In the event that the teacher concerned should decide against returning to teaching at the end of her leave, a letter of resignation should be sent to the Board of Education at least sixty (60) days prior to the beginning of the school year.

Before returning to her position, providing there is a position open, the teacher must submit evidence that:

1. She is in fit physical condition to perform the duties of her school position, and
2. Her family circumstances are such that she can devote the required amount of time and attention to the duties of her school position.

- E. A teacher who is absent because of injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the Workmen's Compensation benefits and his regular salary for the duration of his illness but not to exceed the time when accumulated sick leave is exhausted. During the time that a teacher is drawing the difference between Workmen's Compensation benefits and regular salary, there shall be subtracted one-half ($\frac{1}{2}$) day of sick leave from such teacher's credit for each day that such teacher is absent.
- F. Teachers who are officers of the National or State Associations or are appointed to its paid staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association.
- G. Military leaves of absence shall be granted without pay to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.
- Teachers on military leave shall be given for a maximum period of two (2) years the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.
- H. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office, but any leave granted under this paragraph shall be for a period of not less than one semester.

1. Sabbatical leave may be granted to teachers of the professional staff of the Coldwater Community School District upon the recommendation to the Board of Education by the superintendent of schools, who may be advised by the Association. The Board shall approve such leave, when in the considered judgment of the Board the professional competence of the staff member and the general welfare of the public schools will be benefited.

a. Any teacher who has served continuously in the Coldwater Community Schools for a period of at least seven (7) years may be granted a sabbatical leave of absence, not to exceed one (1) year for the following purposes:

(1) Approved study

(2) Approved travel

(3) Other activities approved by the Board

b. Any teacher on sabbatical leave shall receive a salary equal to one-half ($\frac{1}{2}$) of the contractual amount he would have received had he remained. Such salary will be paid on the regular pay periods during the leave.

c. Notice of intent to apply for leave of absence shall be made on or before April 15 of the school year previous to the school year for which leave of absence is requested. Request for such leave must be made on or before May 15. The total number of teachers on sabbatical leave in any one year shall not exceed three (3) per cent of the contractual staff.

d. Before beginning the sabbatical leave, the teacher shall enter into a contract to return to active service in the Coldwater Community Schools for a period of at least one (1) year after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board within two (2) years the amount

received by him during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, or in cases wherein the rule is waived by the Board.

- e. Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Board of Control of Public School Employees' Retirement Funds.
- f. A teacher upon return from a sabbatical leave shall be restored to his teacher position or to a position of like nature and status. Increments shall be added as if the teacher had been teaching in the school district during the time of sabbatical leave. Said teacher shall be entitled to participate in any other benefits that may be provided under the Master Agreement and in accordance with State statutes.

J. In the event that a leave is granted by the Board to any teacher in accordance with Paragraphs D, F, and H, or for any other reason, the teacher granted leave shall retain accumulated sick leave time, shall retain tenure, and upon making contributions therefor, shall retain health benefits and life insurance benefits. No increment on the salary schedule shall be allowed for any leave, except as modified in Paragraph D - Article VIII. During such leave the teacher shall be entitled to no other benefits.

K. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

ARTICLE IX

INSURANCE PROTECTION

- A. The Board will secure that health and hospitalization plan known as Blue Cross-Blue Shield Major Medical Plan and will pay up to twenty (20) dollars per month for each teacher employee towards the cost thereof for the 1969-70 and the 1970-71 school years. Any additional cost of coverage under this plan for each teacher shall be borne by said teacher.

- B. The Board will secure and pay the entire cost of required premiums on a group term life insurance policy insuring the life of each teacher employee in the principal amount of \$6,500.00 for natural or accidental death with the option to the teacher to purchase up to \$6,500.00 additional life insurance. This option - if exercised by the teacher - will be at a cost incurred by the teacher - and not the Board.

ARTICLE X

TEACHER EVALUATION

- A. Probationary teachers will be evaluated at least two (2) times during each year, and tenure teachers will be evaluated at least once during each year, by the principal and/or assistant principal of the building of assignment. A written report shall be completed and signed by the principal and the teacher. A copy of the report shall be given to the teacher upon request by said teacher. Such evaluations will be placed in the teacher's personnel file and shall be completed by no later than April 1 of each school year.
- B. The building principal and/or his designate has the responsibility to assess the competency of the teaching staff. Evaluation of teachers is based upon formal and informal observations and as such is an important factor in fulfilling said responsibility.

The purpose of teacher evaluation is to assist the staff in improving its teaching performance and thereby enhance the learning environment for the student.

ARTICLE XI

RETIREMENT

- A. The age for retirement shall be sixty-five (65) years. The teacher may complete the school year in which age sixty-five (65) is attained. The teacher attaining age sixty-five (65) prior to the beginning of a new school year shall not be issued a contract.
- B. Depending upon the availability of a supply of qualified teachers*in the area of potential retiree replacement:
 - 1. Contracts may be issued on a one (1) year basis to teachers who are retiring under the above requirement subject to:
 - a. The teacher filing a written request to be considered for continuance.
 - b. The teacher filing a medical report completed by competent medical authority.
 - c. The principal filing a recommendation concerning the teacher's continuance in service.
 - d. Said teacher shall be continued on the regular salary schedule.

* Pursuant to the provisions of Article XIV of this Agreement.

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance, control and discipline of the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the administration will take reasonable steps to assist the teacher with respect to such pupil.
- B. Any case of employment-related assault upon a teacher shall be promptly reported to the Board or its designated representatives. The Board will, upon request, provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a teacher in connection with any such incident shall not be charged against said teacher.
- C. The Board will reimburse a teacher for any damage or destruction to, or theft of clothing or personal property while such teacher is on duty in the school, on school premises, or on school related functions, unless such loss or damage is caused by the negligence of the teacher or by an act of God.

ARTICLE XIII

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WAIVER CLAUSE

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XIV

PROFESSIONAL QUALIFICATIONS AND PROFESSIONAL BEHAVIOR

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate, except under the conditions stated in Section B.
- B. The employment of new teachers by individual contracts based on special certificates is to be permitted only in case of absolute necessity or where the teacher has outstanding credentials. The Association shall be notified in each instance.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline or the code of ethics of the education profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.

No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion or discharge, without just cause.

In the case of the discipline of a tenure teacher within the meaning of the Michigan Tenure of Teachers Act, just cause shall be determined under that act.

Discipline of teachers shall be subject to the grievance procedure, provided, however, that (1) as to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance, and (2) as to teachers on tenure or continuing contracts pending grievances shall be dismissed upon filing of written charges under the Michigan Tenure of Teachers Act; and the Tenure Act shall thereafter govern all proceedings against the teacher.

PROFESSIONAL RESPONSIBILITIES FOR
CONTINUATION OF THE EDUCATIONAL PROGRAM

- A. The Association recognizes that the cessation or interruption of professional services by teachers as defined in Section I of Public Act 336 of 1947 of Michigan, as amended, is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that during the term of this Agreement, they will not direct, instigate, participate in, encourage or support any cessation or interruption of professional services by any teacher or group of teachers, professional services by any teacher or group of teachers, and pledge themselves to the purpose of insuring continuation of the educational program.

If the Association disclaims in writing to the Board any responsibility for any cessation of professional services and directs its members in writing to resume their normal duties, it shall not be liable in any way. Teachers who participate in any such act may be disciplined or discharged without recourse.

ARTICLE XVI

GRIEVANCE PROCEDURE

1. A grievance is a claim based upon an event or condition involving hours, working conditions, or compensation. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedure.

An individual teacher may present a grievance to the Board or its designated representative without the intervention of the Association or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

2. The purpose of this section is to secure a settlement of a grievance as rapidly as possible. The procedures herein stated shall be the sole and exclusive remedy for the handling of grievances. Both parties agree that the grievance proceeding shall be kept as confidential as may be appropriate at each step of the procedure.
3. Step One - Within ten (10) working days of the time a grievance arises, the teacher will present the grievance in writing to his principal during non-working hours. Within four (4) working days after presentation of grievance, the principal shall give his answer in written form to the teacher.
4. Step Two - If the grievance is not resolved in Step One, the teacher may within four (4) working days of receipt of principal's answer, submit to the Professional Rights and Responsibilities Committee a signed, written "Statement of Grievance". A copy shall be given to the principal involved at the same time. The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate

reference, shall state the contention of the teacher and of the Association with respect to these provisions, shall indicate the relief requested, and shall be signed by the teacher involved.

Within five (5) days of receipt of the grievance, the Professional Rights and Responsibilities Committee shall decide whether or not it believes there is a legitimate grievance. If the Committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his grievance without Association support. If the Committee believes there is a legitimate grievance, it shall immediately file the grievance with the Superintendent of Schools together with a letter of transmittal to the effect that it believes that a grievance exists. Within ten (10) working days of receipt of the letter of transmittal regarding the grievance, the Superintendent shall render a decision as to the solution.

The Superintendent or his designated representative shall give the teacher an answer in writing no later than ten (10) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the Association.

5. Step Three - If the grievance is not resolved in Step Two, the Superintendent and representatives of the Board and representatives of the Association shall meet within a reasonable time, not to exceed two (2) weeks unless a longer time is mutually agreed upon between the parties, after working hours, to discuss the grievance.

6. Step Four - If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Three above, either the Board or the Association shall have the right to appeal the dispute to an appropriate Labor Mediator as provided in P.A. 379 of 1965. A written or verbal appeal is to be made within two (2) working days of the time a decision is rendered in Step Three.
7. Step Five - If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Four above, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) days from the date of the meeting provided for in Step Four above.

Any grievance not advanced to the next step by the Association or the teacher within the time limit in that step shall be deemed abandoned. If the Board or its agents fail to comply with the time limits specified, the grievance shall be deemed granted and the remedy sought shall be executed. Time limits may be extended by the Board and the Association in writing; then the new date shall prevail.

Powers of the Arbitrator - It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- (a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- (b) He shall have no power to establish salary scales or change any salary.

(c) He shall have no power to rule on any of the following:

1. The termination of services of or failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation.
3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
4. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).
5. Any matter involving teacher evaluation.

(d) He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

- (e) He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- (f) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- (g) There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Association

or its members by any other means attempt to bring about the settlement of any grievance.

(h) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

8. Claims for Back Pay - All grievances must be filed in writing within ten (10) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed.

(a) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.

(b) No decision in any one case shall require a retroactive wage adjustment in any other case.

9. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. A teacher shall report unavailability for work as early as possible. If a teacher has reported unavailability for work, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. The Association, realizing its responsibilities as to the cost of negotiations, agrees to share equally with the Board the cost of printing the formal Master Agreement.
- D. During the time period that the Teacher Education Project - known as the Living-Learning Center is in operation, there shall be two teacher representatives appointed by the Association to serve on an annual basis. These representatives shall be members of the Living-Learning Center Advisory Board and shall be expected to attend all duly called meetings of said board.

Revenue received by the Board of Education in connection with the above named Teacher Education Project shall be used for staff in-service activities. The Association shall be expected to establish an appropriate committee to act in an advisory capacity as to the format of said In-service Education Programs.

- E. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of both parties in written form.
- F. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. If any provisions of this Agreement or application thereof is found to be contrary to the requirements of excellence of the North Central Association, University of Michigan Accreditation Standards, or to the State approval for the collection of tuition, then such provisions or application shall be deemed null and void but all other provisions shall continue in full force and effect.

ARTICLE XVIII

DURATION AND RATIFICATION OF AGREEMENT

- A. This Agreement shall become effective beginning September 1, 1969, and shall continue in full force and effect until midnight August 31, 1972. Upon written notice given on or before January 30, 1972, the parties agree to negotiate over a successor Agreement.
- B. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. Providing that major reform in the state funding of K-12 education occurs in Michigan during the 1969-70 year, the salary schedule and related fringe benefits contained within this agreement for 1970-71 would be reopened for consideration prior to August, 1970. Such reopening consideration would be based only on the foregoing condition occurring.
- D. It is further understood that for the 1970-71 school year the related fringe benefits established for the 1969-70 year would continue in effect at the same level.
- E. It is further understood that by June 30, 1971 a salary schedule and related fringe benefits will be established. If agreement between the Board and the Association on the salary schedule matter only is not determined by June 30, 1971, then the entire Master Agreement becomes null and void.

- F. Schedule of extra-duty assignments may be reconsidered each school year.
- G. This Agreement may be opened for salary only by either party serving notice in writing upon the other party that they wish to negotiate on the salary schedule by April 1, 1971.
- H. This Agreement has been ratified by the majority of the members of the Board of Education and by a majority of the members of the Coldwater Education Association.

In witness whereof the parties have caused this Agreement to be executed by their authorized representatives as of the ____ day of _____, 1969.

BOARD OF EDUCATION

By: _____
President

By: _____
Secretary

By: _____
Chief Negotiator

COLDWATER EDUCATION ASSOCIATION

By: _____
President

By: _____
Secretary

By: _____
Chief Negotiator

APPENDIX A

SALARY SCHEDULE FOR 1969-70

<u>YEAR OF TEACHING</u>	<u>BACHELOR DEGREE</u>	<u>MASTER DEGREE</u>
1st	\$ 6,900	\$ 7,500
2nd	7,250	7,875
3rd	7,600	8,250
4th	7,950	8,625
5th	8,300	9,000
6th	8,650	9,375
7th	9,000	9,750
8th	9,350	10,125
9th	9,875	10,500
10th	10,275	11,050
11th	10,675	11,475
12th	--	11,900

NON-DEGREE SALARY SCHEDULE FOR 1969-70

<u>YEAR OF TEACHING</u>	<u>NON-DEGREE</u>
1st	\$ 6,500
2nd	6,600
3rd	6,700
4th	6,800
5th	6,900

APPENDIX B

SALARY SCHEDULE FOR 1970-71

<u>YEAR OF TEACHING</u>	<u>BACHELOR DEGREE</u>	<u>BACHELOR DEGREE +20</u>	<u>MASTER DEGREE</u>	<u>MASTER DEGREE +15</u>
1st	\$ 7,400	\$ 7,700	\$ 8,000	\$ 8,300
2nd	7,770	8,085	8,400	8,715
3rd	8,140	8,470	8,800	9,130
4th	8,510	8,855	9,200	9,545
5th	8,880	9,240	9,600	9,960
6th	9,250	9,625	10,000	10,375
7th	9,620	10,010	10,400	10,790
8th	9,990	10,395	10,800	11,205
9th	10,360	10,780	11,200	11,620
10th	10,730	11,165	11,600	12,035
11th	11,100	11,600	12,100	12,600
12th	--	--	12,600	13,165

Elegibility for Placement on BA +20 and MA +15 Schedules:

In order for placement to be effected in 1970-71 for these particular schedules, the individual teacher must provide transcript of official credits earned and such credits must have been acquired after July 1, 1964.

APPENDIX C

SCHEDULE OF EXTRA-DUTY ASSIGNMENTS FOR 1969-70 AND 1970-71

SENIOR HIGH SCHOOL

	<u>SALARY</u>	<u>NUMBER OF TEACHERS</u>	<u>TOTAL</u>
Athletic Director	\$ 900.00	1	\$ 900.00
Cross Country	350.00	1	350.00
Head Football Coach	1,000.00	1	1,000.00
Assistant Football Coach	550.00	4	2,200.00
Head Basketball Coach	1,000.00	1	1,000.00
Junior Varsity Basketball Coach	550.00	1	550.00
Assistant Basketball Coach	400.00	1	400.00
Head Wrestling Coach	700.00	1	700.00
Assistant Wrestling Coach	350.00	1	350.00
Head Track Coach	600.00	1	600.00
Assistant Track Coach	300.00	1	300.00
Head Baseball Coach	700.00	1	700.00
Intramural Program Coordinator	200.00	1	200.00
Tennis Coach	400.00	1	400.00
Golf Coach	250.00	1	250.00
Girls' Athletic Association (GAA)	250.00	1	250.00
Junior Play Director	300.00	1	300.00
Senior Play Director	300.00	1	300.00
Stage Director	200.00	1	200.00
Debate Coach	300.00	1	300.00
Forensics	300.00	1	300.00
Activity Fund Accounting	250.00	1	250.00
Mirror	450.00	1	450.00
Cardinal (Yearbook)	450.00	1	450.00
Cardinal Chatter	150.00	1	150.00

Senior High School - continuedAPPENDIX C

	<u>SALARY</u>	<u>NUMBER OF TEACHERS</u>	<u>TOTAL</u>
Instrumental Music Programs	\$ 400.00	1	\$ 400.00
Vocal Music Programs	400.00	1	400.00
Student Commission Advisor	600.00	1	600.00
Class Advisors:			
Sophomore Class	100.00	1	100.00
Junior Class	150.00	1	150.00
Senior Class	200.00	1	200.00

JUNIOR HIGH SCHOOL

Football - Freshman (9th Grade)	\$ 550.00	2	\$ 1,100.00
Football - Intramural	200.00	3	600.00
Basketball - Intramural	250.00	2	500.00
Basketball - Varsity	400.00	2	800.00
Track - Intramural	200.00	2	400.00
Tennis - Intramural	150.00	1	150.00
Girls' Athletic Association (GAA)	200.00	1	200.00
Intramural Director	150.00	1	150.00
Father-Son Shop	200.00	1	200.00
Instrumental Music Programs	400.00	1	400.00
Wrestling Coach	300.00	1	300.00
Faculty Manager - Athletic Program	250.00	1	250.00
Student Commission Advisor	350.00	1	<u>350.00</u>
Sub-total -----			\$ 20,100.00

Continued

APPENDIX C

<u>MISCELLANEOUS ASSIGNMENTS</u>	<u>SALARY</u>
Department Heads - if applicable	\$ 350.00
Student Club Advisors	100.00
Elementary Student Council Advisors	125.00
Audio-Visual Coordination - if applicable	100.00
Elementary School Safety and Service Patrol Advisor	125.00
Noon Hour Supervision - when applicable	500.00
Elementary Library Coordination	125.00
Non-Instructional Duty Assignment	200.00