

6/30/89

**COLLECTIVE BARGAINING AGREEMENT**

*Between the*

*Coloma Community Schools*

*and the*

*Northern Berrien County*

*Education Association, MEA-NEA*

*1986/87—1988/89*

*Coloma Community Schools*

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This Agreement is entered into this 30th day of June 1986, by and between the Board of Education of the Coloma Community Schools (hereinafter called the Board), and the Northern Berrien County Education Association, MEA-NEA (hereinafter called the Association).

PREAMBLE

WHEREAS, the parties to this Agreement have a statutory obligation, pursuant to the Public Employment Relations Act of 1947, as amended, to bargain with respect to hours, wages, terms and conditions of employment for the members of the bargaining unit,

WHEREAS, the Board has been delegated certain powers by the State of Michigan in its legislative enactments and its constitution as compiled in the Michigan School Code and in particular in the laws governing Third Class School Districts, and

WHEREAS, the parties have reached certain understandings which they desire to conform in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

## Article I

### Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section II of Act 336, Public Acts of 1947, as amended, for all personnel in the appropriate bargaining unit, described and defined as:

all full-time and regular part-time Michigan Department of Education teaching certified personnel and school social workers,

excluding Superintendent, Assistant Superintendent, secondary and elementary directors, Principals, Assistant Principals, Director of Transportation, Director of Custodians, Director of Special Education, Purchasing Agent, Coordinator of Student Affairs and other supervisors and administrators, substitute teachers and all other persons employed or to be employed by the Coloma Community School's Board of Education or any other employer.

B. The terms "teacher" or "employee," singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

C. It is finally understood that this Agreement is between the Northern Berrien County Education Association (NBCEA) and the Coloma Public Schools. It is further understood that for the life of this Agreement, the administration of this Agreement for the Association is fully delegated to the local Coloma representatives of NBCEA. Said representatives shall be members of the Association who are also members of the bargaining units and the names and positions of these local Association representatives shall be given to the Superintendent, in writing, upon ratification of this Agreement and this list shall be updated as changes are made.

## Article II

### Rights of the Board

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 of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the condition for their continued employment or their dismissal or demotion; and to promote and transfer all such employees;
- C. 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;
- D. 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;
- E. 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. The exercise of the foregoing powers, rights, authority, duties and responsibilities of 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.

Article III

Association Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board and the Association hereby agree that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiation and other concerted activities not prohibited by law for mutual aid and protection. The Board and the Association undertake and agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan and the United States or the Constitutions of Michigan and the United States; that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any legal activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding with respect to any terms or conditions of employment under this Agreement.
- B. The Association and its representatives shall have the right to use school buildings and rooms for meetings of teachers employed by the Board when it does not conflict with other scheduled events, provided that when special custodial service is required, the Board may make an actual cost charge for said custodian.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with school operations and that such persons who are not teachers check-in with that building's office prior to transacting such business.
- D. The Board is not responsible for providing meeting space, equipment, or materials to the Association or any other organization, and it maintains its rights to direct the use of such space, equipment and materials. The Board will, however, give every consideration to requests by the Association for the use of space, equipment, and materials. The use of such space, equipment and materials may be subject to a reasonable charge, at the discretion of the administration.

Article III (continued 2)

- E. The Association shall have the right to post bi-partisan notices of its activities and matters of Association concern on teacher bulletin boards in those schools within our system where there is provided a secluded space for teachers wherein students would not ordinarily be allowed, but it is not permissible to post the names of non-union members. It is recognized, however, that providing a means of communication to members of the Association is not a responsibility of the Board. The Association will have the right to use the regular district mail service and teacher mailboxes for communication to teachers.
- F. A joint committee composed of Board representatives and local Association representatives shall meet together as needed for the purpose of discussion of any or all items which are of interest to the teachers and/or the school district.
- G. The president of the Association shall be notified and involved in all cases of proposed dismissal of teachers.
- H. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

Individual contracts entered into within the duration of this Agreement with those within the negotiating unit as defined in Article I shall be made expressly subject to the terms of this Agreement.

The provisions of this Agreement shall be incorporated into and shall be considered part of the established policies of the Board.

Article IV

Deductions for Professional Dues and Other Programs

- A. The Board agrees to deduct from the salaries of teachers' dues for the Association when voluntarily authorized in writing by each teacher desirous of having such dues deducted. These dues shall be deducted in ten equal monthly installments.
- B. The "form" used for deductions will be the MEA form.
- C. Dues authorization once filed with the Superintendent shall continue in effect from year to year, unless revoked in writing by the teacher prior to October 1 of each year. The revocation form must be in writing and signed by the teacher and must be filed with the Superintendent and the Treasurer of the Association.
- D. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues which are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification, shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this article.
- E. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
- F. Dues deductions shall be transmitted by the Superintendent to the designated representative of the Association within ten (10) days after such deductions are made.
- G. All refunds claimed for dues of the Association under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.
- H. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board and representative of the Association. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.

Article IV (continued 2)

- I. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with the above.
- J. The Board agrees to deduct from the salaries of teachers, upon their written authorization, optional insurance benefits, Berrien Teachers Credit Union, United Fund, and the following tax sheltered annuities or investments: Mutual of New York, New York Life, Western Reserve, Michigan Educators Financial and Services Association, E. F. Hutton, First Investors Corporation, The Variable Annuity Marketing Company or any other plans or programs jointly approved by the Board and the Association.

Article U

Teacher Rights

- A. The Board recognizes its responsibility to continue to give the administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. The Board shall provide each teacher with a copy of its discipline policy.

It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

- B. A teacher may, at all times, use reasonable force to protect himself/herself, a fellow teacher, district employee or administrator, or a student from attack, physical abuse or injury. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately to the Superintendent or his designated representative. In the event of such an assault, the teacher involved may request assistance of the district. This request from the teacher shall be reduced to writing and be given to the Superintendent or his designated representative, who shall make a determination as to whether the incident necessitates assistance from the district and/or law enforcement authorities, and the extent thereof. Said teacher will be given written notification of the determination and/or status within five (5) working days.

In the event the teacher is charged with assaulting a student while on duty, the district shall, upon the request of the teacher, offer the teacher legal assistance to advise the teacher of his/her rights and possible recourses. Any assistance provided by the Board beyond this shall be provided to the extent covered by the Board's liability insurance. Time lost by a teacher in defense of his action in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher was found not to be at fault and was acting in accordance with Board policies and/or administrative directives.

- C. Any formal complaint regarding a specific teacher shall be promptly called to the attention of the teacher. In the event the formal complaint is placed in the teacher's personnel file, the teacher shall receive prior notification of such action.

Article V (continued 2)

- D. Each teacher shall have the right, upon request, to review the contents of one's own personnel file, except confidential materials such as placement credentials. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The teacher shall have the right to file a response to material on file of the indicated individual and said response shall become part of the said file. Unauthorized removal or destruction of material contained in this file shall be grounds for a dismissal.
- E. The Board will reimburse teachers for any damage or destruction of clothes or personal items on their person while enforcing student discipline while on duty on the premises of the school district up to \$150.00 per incident.
- F. The Board shall promulgate policy regarding the appropriate use of physical force by teachers in the act of maintaining pupil discipline. A copy of same shall be given to each teacher. Said policy shall be consistent with the laws of the State of Michigan, but the question of legality shall not be subject to the grievance procedure. Changes in the policy regarding physical force shall be made only after consultation with the designated local representative(s) of the Association.

Article VI

Duties - Teaching - Hours - Class Loads

- A. An administrative review board composed of the Superintendent and a designated representative, and the two designated local representatives of the Association, shall be convened at the request of a teacher or principal and shall make requests to the Board of Education with regard to teacher-pupil ratio. The Board of Education and the administration shall arrive at a teacher-pupil ratio as finances, classrooms and teachers become available. The District shall maintain as its goal the maximum ratio of twenty-eight (28) students to one (1) teacher per classroom. The term "classroom" as used herein is defined as an average for secondary (grades 8-12) academic subjects or elementary homeroom (grades K-7), specifically not to include music, physical education, and typing.
- B. Classroom teachers are not required to report earlier than 1/2 hour before the student day begins, and shall be required to remain 1/4 hour after students are dismissed. Unless assigned other duties during these periods, said teachers shall be required to be in, or immediately outside of, their rooms. A teacher shall make special arrangements with the school principal to leave earlier or arrive later than the time set forth in this section. This section shall not serve to shorten the teacher's normal work day on days of special student schedules or faculty meetings.

Before and after school hours, and during non-teacher periods, a teacher has the right to be absent from his or her classroom area to take care of such normal teaching functions as duplicating tests, making telephone calls, checking mailboxes, and/or checking out media. If not performing these tasks, each teacher, as a part of his or her duties, will be responsible for his or her classroom and the halls in the immediate vicinity of the classroom. A teacher will not leave his or her classroom unsupervised if children are present therein except in cases of emergency or by administrative directive.

- C. 1. Secondary Grades (6-12)

If a teacher shall teach more than his normal teaching load, he shall be compensated an additional 1/6 or 1/7 of his base salary. If a teacher is asked to substitute teach during his/her planning period, he/she shall be compensated \$10.50 per class period for the 1986/1987 school year, \$11.00 per class period for the 1987/1988 school year and \$11.50 per class period for the 1988/1989 school year.

Article VI (continued 2)

Definition of teacher load is as follows:

6 period day - teachers are assigned 5 classes and one conference period.

7 period day - teachers are assigned 6 classes and one conference period. A study hall shall be considered a class.

C. 2. Elementary Grades (K-5)

Classroom teachers in the elementary grades shall have scheduled at least one hundred ninety (190) minutes per week of non-instructional time as scheduled by the principal. This time shall exclude recess period, lunch period, and time before and after normal student contract hours. If a teacher is asked to substitute teach during his/her planning period, he/she shall be compensated \$10.50 per class period for the 1986/1987 school year, \$11.00 per class period for the 1987/1988 school year and \$11.50 per class period for the 1988/1989 school year.

3. The normal teacher work day shall not exceed seven (7) hours and twenty-five (25) minutes per day including lunch and recess breaks.

D. Building policy concerning teacher responsibilities and duties should be issued by the Board or its designated agents to teachers new to the system or building.

E. All teachers shall attend meetings called by the administration as a regular part of their teaching duties unless otherwise excused by the administration. Teachers will be notified at least two days in advance when possible and will not be required to attend more than one (1) meeting per week that extends beyond one-half (1/2) hour.

F. A general lesson plan, for the following week, will be filed with the secondary building principal or designee by 3:30p.m. on Fridays and with the elementary building principals or designee by 4:00 p.m. on Fridays.

G. In cases of emergency, any teacher who cannot make the scheduled starting time will notify the building principal.

H. All teachers will be entitled to duty-free lunch periods for at least 30 minutes as scheduled in each building. Teachers may accept or volunteer for noon supervision on a paid basis. K-12 - \$950.00.

I. Teachers who volunteer for student teachers shall be of tenure status and hold a minimum of a provisional certificate. No student teacher shall be assigned to more than two supervising teachers.

Article VI (continued 3)

- J. Assignments for courses in Driver Education and Summer School programs will be made by the Board on the basis of preference to teachers possessing proper qualifications regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than two (2) hours in any Summer School program. Teachers shall be compensated for teaching in any of such programs at \$11.50 per hour during the 1986/1987 school year, \$12.00 per hour during the 1987/1988 school year and \$12.50 per hour during the 1988/1989 school year. It is expressly understood that teachers assigned to the above positions shall not acquire tenure-type status in these positions.
- K. Each teacher will know and implement school rules, such as the school dress code as written, in order to create consistent discipline throughout the district.
- L. The Board shall make reasonable effort to provide in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use. At least one room, appropriately furnished, shall be reserved for use as a faculty room in which smoking shall be permitted. Provision for such facilities will be made in all future buildings as finances permit.
- M. Assignments (such as sponsorship, coaching activities, and other extra-curricular activities) which are in addition to the normal teaching schedule during the regular school year, shall be voluntary on the part of the teachers involved. Preference in making such assignments will be given to the teachers regularly employed in the district.
- N. Where departmentalization is in effect no teacher shall have more than three (3) preparations per day in the academic subjects, subject to such additional preparations for which the teacher agrees. It is understood that such additional preparations shall be distributed in an equitable manner. Each modified, accelerated and enriched class requiring different preparation shall be considered a single preparation. In the case of staff reduction this section may be reopened for adjustment.
- O. The teachers' non-teaching period is a part of every teacher's working day exclusive of lunch period. This time is to be used for parent-conferences, student-conferences, instructional planning and preparation and non-classroom supervision as determined by staff and principal of each building.
- P. Teachers new to the system will report two days prior to the beginning of instructional duties for district and building orientation.

## Article VII

### Teaching Materials

Prior to changing a textbook, selecting a new textbook, or upgrading a textbook, a committee of Coloma teachers will be given opportunity to meet and consult with the Curriculum Coordinator, Superintendent, or representative of the Board regarding the proposed change in a textbook or selection of a new textbook.

This committee of teachers shall be appointed by the Association each year, and the names of the teachers appointed by the Association shall be transmitted in writing to the Superintendent. In no event shall this committee exceed ten (10) teachers, or two (2) teachers per building.

This committee shall normally meet with the Board's representative once each month during the school year at the committee's request. Other meetings may be scheduled by the parties.

The aforementioned shall also apply to teaching aides/teaching tools exceeding \$250.00 per item. Information on other items will be reviewed in periodic Board representative and committee meetings. All recommendations regarding these matters which are presented to the Board by the administration, or jointly by the committee and administration, shall be shared with the committee prior to action by the Board. In the event there are members of the committee who disagree with all or part of said recommendations, said members may file a dissenting report which shall accompany the recommendations made to the Board.

Article VIII

Teacher Evaluation

- A. Observation and evaluation of the work performance of a teacher is an on-going procedure and cannot be restricted only to data collected at a specific visitation; however, specific classroom visitations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The public address system shall not be used to monitor teachers.
- B. Each teacher's evaluation shall be conducted by the building principal or other administrator responsible for the teaching area. After the personal interview, a copy of the written evaluation shall be given to the teacher. Said evaluation shall be signed and returned to the administration. A copy will be furnished to the teacher. In the event the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. During the pre-school orientation, the teachers will be informed of the evaluation procedure and instrument which will be used during the year.
- C. In a year in which the teacher is formally evaluated, the teacher shall receive the written evaluation no later than April 30th. Tenured teachers shall be formally evaluated at least once every two years but no more than annually. Probationary teachers shall be formally evaluated no more than once each semester. It is expressly understood that the limitations stated herein do not apply to formal or informal observations. Formal observations for evaluation purposes shall not occur during the last week of the school year. A copy of the formal written evaluation shall be furnished to the teacher and, if the teacher requests, to the Association. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing.
- D. The administration shall provide, in writing, recommendations to make necessary improvements, a reasonable time to implement said positive suggestions, and further observations to evaluate the improvement of suggestions to a teacher whose performance has been evaluated unsatisfactory.
1. The Superintendent shall develop recommended guidelines with the administrators regarding the implementation of this provision and a copy of these guidelines, and any modified version thereof, shall be given to the local Coloma representative of the Association. In no event shall these guidelines be a subject in any grievance filed under this Agreement since these guidelines are intended only as internal administrative recommendations.

Article VIII (continued 2)

- E. The current form used for formal evaluations may only be changed with the consent of the local Coloma representative of the Association.

Article IX

Reduction in Personnel

- A. Before the Board makes a reduction in personnel, it shall first inform the Association that such a reduction is planned. Lay off notices shall be made in writing to the affected teacher. The Board shall, except in cases of unforeseen circumstances, give teachers prior notice of their lay off of a least thirty (30) calendar days. Examples of unforeseen circumstances include unexpected changes in enrollments, facilities or funding.
- B. The term "seniority" as used herein, shall be defined as the number of consecutively contracted years of experience in the Coloma School system. It is understood that a Board granted leave of absence does not constitute a break in the "consecutive" contracted years of experience. It is also understood that a part-time teacher's seniority shall be based on the same criteria as a full-time teacher. For an administrator transferred to teaching status, seniority shall be determined as follows: Administrative experience will be considered the same as teaching experience (one year for one year).
- C. In the event bargaining unit members with seniority must be laid off, lay off will be based on the following criteria in the order indicated.
1. Certification
  2. Qualification
  3. Seniority as a tenure teacher
  4. Seniority as a probationary teacher.

Qualifications will be defined as follows:

1. In order to be qualified for grades K-6, a teacher must have certification for that level.
2. In order to be qualified for grades 7-8, a teacher must have certification for that level and a major or a minor in the specified subject to be taught.
3. In order to be qualified for grades 9-12, a teacher must have certification for that level and a major or a minor in the specified subject to be taught.
4. In special subject areas such as vocal music, instrumental music, art, special education or any program with specified requirements, a teacher, to be qualified, must meet the specified certification requirements for that program and any specific instructional requirements of the program.
5. Teachers who are teaching in a subject matter outside of their major or minor courses of study will be deemed qualified in said subject matter, provided they have taught the same course in this school district for four consecutive school years

Article IX (continued 2)

prior to the acceptance of this agreement. For example, a senior teacher currently assigned to teach eighth grade mathematics, but not having a math major or minor, could not "bump" another less senior mathematics teacher or be "bumped" by a less senior mathematics teacher.

6. For the purpose of this Article, certification is defined as the teacher's Michigan Department of Education certification.

- D. The use of a teacher's seniority to "bump" a teacher with less seniority shall be as follows:

The teacher whose position has been eliminated may "bump" the least senior teacher whose position the more senior teacher is certified and qualified to assume. It is understood that the "bumping" teacher can only "bump" into one slot, not parts of other teachers' slots. The teacher so "bumped" may then use his/her seniority to "bump" as described above, and this procedure shall continue until the lay off is effectuated.

- E. In the event the seniority is equal for any number of teachers on the reduction list, the following point system shall be used to determine the order of listing:

1. One point per year of teaching experience.
2. One point per year of teaching experience in the Coloma Community Schools.
3. Three points for a masters' degree.
4. Certification held: two points for a permanent or continuing certificate; one point for a provisional certificate.

Among properly certified teachers whose contract dates and points are identical, the teacher whose subject matter training is most applicable to the vacant position, as determined by the Board, will be retained.

- F. A teacher shall not accumulate seniority during periods of Board approved unpaid leaves and lay offs. During these periods, the teacher's seniority shall remain frozen at that amount accumulated prior to the leave or lay off. This shall not constitute a break in service; however, the teacher shall have his/her seniority date adjusted accordingly.

- G. A seniority list shall be prepared by the Board by November 30 of each school year. The list shall show the employee's seniority, certification and major and minor areas of study. A copy of this seniority list shall be transmitted to the Association and to each individual teacher. Any errors in the seniority list shall be brought to the attention of the

Article IX (continued 3)

district within twenty (20) school days after it has been distributed.

- H. Teachers will not be entitled to any compensation or fringe benefits while on lay off, except those teachers who complete a full year shall have their insurance premium contributions made by the Board continued through August of that year. However, subject to approval and regulations of the carrier, teachers will be allowed to make premium payments towards health insurance.
- I. The Board agrees when recalling teachers from lay off, to do so in the inverse order of their lay off provided the teachers are certified and qualified for the position being filled. A teacher's right to recall shall terminate after five (5) years.

Notice of recall shall be sent by registered or certified mail to the last official address of the employee as reflected in the employer's records. It is the responsibility of the employee to inform the Board of any changes of address. If an employee fails to notify the Board of intent to return on the date specified in the notice or within ten (10) calendar days of delivery of said notice, whichever is later, or within five (5) calendar days that said notice is determined non-deliverable, said employee shall be considered a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board. In the event the recall notice is determined non-deliverable, the district shall so notify the Association.

- J. The individual contract executed between each teacher and the employer is subject to the terms and conditions of this agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and that the individual contract is expressly conditioned upon this Article.

Article X

Vacancies

- A. A teacher may apply for any position at any time. Such application shall be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application shall be renewed annually.
- B. A vacancy shall be defined for purposes of this contract as a position presently unfilled, a position currently filled but which will be open in the near future, or a new position that is currently not in existence.
- C. In filling a vacancy within the bargaining unit or a transfer to administrative positions, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.
- D. The administration shall supply pertinent information concerning vacancies to the local Association president or vice-president for posting. The vacancies shall not be filled prior to the expiration of ten (10) weekdays, exclusive of vacation days, from the date of supplying the information. The term "vacation days" as used in this paragraph shall not apply to classroom vacancies occurring during the summer.

The Board may recall laid off teachers to temporarily fill vacancies during the posting period. Vacancies created by transferring a teacher to an above mentioned vacancy need not be posted.

All teacher applicants within the bargaining unit shall be personally notified in writing of the Board's disposition within five (5) working days regarding the filling of the vacancy for which they applied.

## Article XI

### Transfers

- A. Since the frequent transfer of teachers from one school to another may be disruptive to the educational process and may interfere with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized.
- B. In the event a teacher should request a transfer, the request shall be in writing, addressed to the Superintendent of Schools. Requests for transfer will be given every consideration in accordance with the situation of the particular request. Requests will be considered should they be made either during the school year or during the summer. A request shall be renewed annually to be given continued consideration.
- C. The parties recognize that changes in grade assignments in the elementary schools (K-5), changes in subject assignments in grades 6-12, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior notification and discussion with said teacher. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils as determined by the Board. Teachers who have not received five (5) working days prior notification of transfer will receive two (2) working days without teaching responsibility to prepare for the new teaching assignment.
- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to a supervisory or executive position. Any teacher transferred to an administrative position shall be given credit on the salary schedule for the time so served upon return to a classroom teaching position. Time serviced as an administrator will count toward seniority experience within this unit.

Article XII

Sick Leave

- A. Teachers shall be entitled to twelve (12) sick leave days per year which may be accumulated from year to year with a maximum of one hundred eighty five (185) days.
- B. Upon the recommendation of the Superintendent, the Board may require a teacher to submit to a physical and/or mental examination by a physician of the Board's selection to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense.
- C. In the event of absence of a teacher for personal illness, the Board may require an examination by a physician of the Board's selection. The Board will be responsible for the cost of said examination. If a teacher is absent due to personal sickness, it is expected that said teacher shall be either at home or seeking medical attention. If it is found that abuse of the privilege of sick leave was used for a paid personal absence, such abuse may be considered just cause for dismissal and termination of contract.
- D. Teachers shall be informed of a telephone number that they may call to report unavailability for teaching. Teachers shall report as soon as they have knowledge that they will be unavailable to work. If they do not report by sixty (60) minutes before their required reporting time, they will not be given credit for a sick day and will lose a day's pay unless an emergency is involved wherein advance notice could not be given. Once a teacher has reported it becomes the responsibility of the administration to arrange for a substitute.
- E. The administration must arrange for a substitute for all absent teachers and will call on other teachers to "fill in" only if the (60) minutes advance notice has not been given, if a substitute cannot be obtained, or if a teacher has to leave during a working day.
- F. Sick leave may be used for members of the immediate family up to five (5) days provided that the illness is serious enough to require medical attention. Additional sick leave may be granted at the discretion of the Superintendent or his designated agent. The days will be deducted from accumulated sick leave.

Article XII (continued 2)

- G. Sick leave up to three (3) days may be used for funerals of the immediate family. Immediate family shall be considered to include: father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, stepchildren, brother, sister, brother-in-law, sister-in-law, husband, wife, grandparents, grandchildren, or other persons living within the immediate household that the bargaining unit member is legally responsible for.
- H. A statement of the number of days of sick leave presently credited to each teachers's allowance shall be rendered to each teacher on or before the last day of each school year.

Article XIII

Other Paid Leaves

A. Business Days

1. Two (2) days for personal business for which a reason need not be given will be allowed, excluding days immediately before and after a vacation period. These days are non-accumulative. Sheets are to be filled out, stating "Personal Business." They will be deducted from sick days. It is agreed that the amount of twenty-five (\$25.00) dollars per day will be paid to each teacher for each unused business day provided under this Article. The same being due and payable at the next regularly scheduled pay period after the end of the school year.
2. A notification for personal business day(s) will be submitted in writing to the building principal at least one week prior to the intended date(s) of absence whenever possible. Emergency leave will be granted as soon as the nature of the emergency has been explained to the building principal and appropriate arrangements can be made.
3. It is understood the personal business days are to be used only for those activities which cannot normally be taken care of after regular school hours. It is expressly understood that business days shall not be used for hunting, fishing, shopping or other such recreational activities.

B. Association Business Days

The Association will be granted a total of ten (10) business days for Association business during the non-negotiation years and a total of twelve (12) days during negotiation years. The Association will reimburse the Coloma Community Schools at the substitute rate.

C. Jury Duty

Any teacher who is called to sit on a jury and who is not excused from serving on said jury, shall not suffer loss of his/her salary for such time for serving the court. All compensation (less mileage and other court related expenses) received for serving on a jury shall be rendered to the District immediately upon its receipt. Any teacher called to jury duty shall make every effort to be excused from such duty during the school year. The District will support the teacher in his/her attempt to be so excused.

D. Subpoenaed Days

Any teacher subpoenaed to testify during school hours in any judicial matter because of the teacher's role as an employee of the Coloma School District, shall not suffer any loss of his/her regular salary for such time. It is expressly understood that this provision does not include matters between the teacher and/or the Association and/or the School District.

E. Professional Development Days

The Board and the Association recognize the need to update and enhance the professional competencies of all professionals within the work environment. The Board in that endeavor shall allocate \$1,000.00 per year to the professional development fund.

Article XIV

Unpaid Leaves of Absence

A. District Leave

A leave of absence up to one (1) year may be granted to any tenure teacher, upon application, for the purpose of participation in activities deemed beneficial to the school system. Upon return from said leave, the teacher shall be restored to his/her same position on the salary schedule as when he/she left and be entitled to other benefits accrued prior to said leave.

B. Illness and Disability Leave

1. A teacher shall be granted, upon his/her written application, an unpaid leave of absence to recover from an illness or disability for a period up to the balance of that school year. Thereafter, said leave may be extended at the Board's discretion. A teacher desiring an extension shall so apply at least thirty (30) days prior to the beginning of the next school year.

2. Upon return from said leave, the teacher shall be restored to his/her same position on the salary schedule as when he/she left and be entitled to other benefits accrued prior to said leave.

C. Child Care Leave

The Board, at its discretion, may grant a leave of absence to any teacher for the purpose of child care upon the request of the teacher. Such leaves shall not exceed one (1) year unless extended by the Board, and then only if requested by the teacher. Upon return from said leave, the teacher shall be restored to his/her same position on the salary schedule as when he/she left and be entitled to other benefits accrued prior to said leave.

D. Teachers who are on a voluntary leave of absence must notify the Board or its representative by April 15 of that school year as to whether or not they will be returning on the first day of school for teachers in the fall of the next school year.

Article XV

Miscellaneous Provisions

- A. Copies of this Agreement shall be printed at equal expense of the Board and the Association and presented to all contracted teachers now employed or hereafter employed by the Board. The Association shall have twenty-five (25) extra copies for its own use.
- B. The Board wherever feasible will consult with local Association representatives regarding the development of in-service programs or workshops.
- C. During the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, or will any of its members or any teachers take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher for his position, or stoppage of work, or abstinence, in whole or in part, from the full faithful and proper performance of the teachers' duties of employment), against the Coloma School District.
- D. If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.

Article XVI

Negotiation Procedures

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
  
- B. In the event the parties determine that there exists a mutual concern regarding the administration of this contract, the parties will confer regarding said matter. Such conferences may be initiated by the moving party by making a written request to the other party.

Article XVII

Grievance Procedure

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

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. Any matter involving the content of a teacher evaluation;
4. Any matter for which there is administrative recourse under State or Federal statutes. Questions of jurisdiction under administrative recourse will be decided as threshold issues at arbitration.

It is expressly understood that the Grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy.

- B. The Association shall have the right to designate representatives to handle grievances. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session, except during the summer break when "days" shall mean when the district's administrative office is open.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  4. It shall cite the section or subsections of this contract alleged to have been violated;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements, may be rejected as improper. Questions of such rejection may be a threshold issue before an arbitrator.

Article XVII (continued 2)

E. Level One - A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than fourteen (14) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board may hold a hearing on the grievance, or give such other consideration as it shall deem appropriate. Within one (1) month from the meeting mentioned in the above paragraph, the Board shall render its decision in writing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

Article XVII (continued 3)

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. A copy of said demand shall be given to the Superintendent. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
2. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
3. Powers of the arbitrator are subject to the following limitations:
  - 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 to create any salary level.
  - c. He shall have no power to decide any question which, under this agreement, is decided as a management right, except as they may be specifically conditioned by this agreement.
  - d. He shall have no power to interpret state or federal law.
  - e. He shall not hear any grievance previously barred by this contract from the scope of the Grievance Procedure.
  - f. If either party disputes the arbitrability of any grievance under terms of this agreement, the arbitrator shall have no jurisdiction to render a decision on the merits until he has made a determination as to the arbitrability. In the event that a case is appealed to the 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. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

Article XVII (continued 4)

- h. Arbitration awards will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- F. Should a teacher fail to institute a grievance or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred; provided that if the claim involves a remedy directly benefitting the grievant regardless of his employment it shall not be barred by reason that the teacher has left the employ of the Board.
- G. The Association shall have no right to initiate the grievance involving the right of a single teacher without his express approval in writing thereon. If the Association initiates a grievance involving a group of teachers a single teacher shall not be included in said group if he requests to be excluded therefrom in writing.
- H. The fees and expenses of the arbitrator shall be borne by the party determined to be the loser by the arbitrator. The costs of witnesses and other matters shall be solely borne by the parties to those costs.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- J. The time limits and steps provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

Article XVIII

Salary Schedule

Step	1986-87	1986-87	1987-88	1987-88	1988/89	1988/89
	<u>BA</u>	<u>MA</u>	<u>BA</u>	<u>MA</u>	<u>BA</u>	<u>MA</u>
1	\$15,873	\$16,687	\$16,825	\$17,688	\$17,835	\$18,749
2	16,512	17,363	17,503	18,405	18,553	19,509
3	17,334	18,232	18,374	19,326	19,476	20,486
4	18,162	19,098	19,252	20,244	20,407	21,459
5	18,989	19,966	20,128	21,164	21,336	22,434
6	19,812	20,835	21,001	22,085	22,261	23,410
7	20,638	21,702	21,876	23,004	23,189	24,384
8	21,465	22,571	22,753	23,925	24,118	25,361
9	22,290	23,439	23,627	24,845	25,045	26,336
10	23,116	24,305	24,503	25,763	25,973	27,309
11	23,940	25,175	25,376	26,686	26,899	28,287
12	24,768	26,043	26,254	27,606	27,829	29,262
13	25,592	26,910	27,128	28,525	28,756	30,237
14	26,421	27,782	28,006	29,449	29,686	31,216
15		28,648		30,367		32,189

Article XIX

Extra-Curricular Salary Schedule

Activity	Percent of Bachelor's Degree based on years of experience in activity--to and including six years.
A.U. AIDS	5%
PLAYS	4%
SENIOR ADVISOR	4%
JUNIOR ADVISOR	6%
SOPHOMORE ADVISOR	2%
FRESHMAN ADVISOR	1%
NEWSPAPER	3%
YEARBOOK	6%
AUTHORIZED SCHOOL CLUBS	2%
BAND DIRECTOR	8%
CHEERLEADER ADVISOR PER SPORT	3%
CHOIR DIRECTOR	4%

It is expressly understood that teachers assigned to the above position shall not acquire any tenure-type status in those positions.

Article XX

Athletic Salary Schedule  
Sports

Percent of Bachelor's  
Degree based on years of  
experience in activity--to  
and including six years.

Head Varsity Football.....	16%
Assistant.....	10%
Head Jayvee Football.....	10%
Assistant.....	8%
Head Freshman Football.....	9%
Assistant.....	8%
Head Junior High Football.....	9%
Assistant.....	7%
Head Varsity Boys Basketball.....	16%
Assistant.....	10%
Head Varsity Girls Basketball.....	13%
Assistant.....	9%
Head Jayvee Basketball.....	9%
Head Freshman Basketball.....	8%
Head Eighth Grade Basketball.....	7%
Head Seventh Grade Basketball.....	7%
Head Varsity Wrestling.....	15%
Head Jayvee Wrestling.....	9%
Head Junior High Wrestling.....	7%
Head Boys Track.....	10%
Assistant.....	6%
Head Girls Track.....	10%
Assistant.....	6%
Head Varsity Volleyball.....	10%
Head Jayvee Volleyball.....	7%
Head Golf.....	9%
Head Cross Country.....	9%
Head Tennis.....	9%
Head Softball.....	9%
Assistant or J.U.....	6%
Head Baseball.....	10%
Assistant or J.U.....	6%
Cheerleaders --- per squad per sport.....	3%

It is expressly understood that teachers assigned to the above positions shall not acquire any tenure type status in those positions.

Article XXI

Insurance Benefits

A. Health Insurance

By September 30, each eligible teacher shall elect to participate in either Plan A or Plan B below. Premiums shall be paid by the Board retroactively to June 30, 1986, for the part of the premium for Plan A coverage which has been deducted from the teacher's pay from June 30, 1986, to September 30, 1986.

A. 1. Plan A For those teachers electing this plan the Board shall, upon the teacher's application, contribute up to the following amounts per month toward MESSA Super Med I health insurance (with the "choice care" rider) for the eligible full time teacher.

	1986/1987	1987/1988	1988/1989
Self	\$ 80.00	\$ 84.80	\$ 89.89
Self and Spouse	185.00	196.10	207.87
Self and Child(ren)	185.00	196.10	207.87
Full Family	200.00	212.00	224.72

NOTE: Starting with the 1986/1987 school year, the 5% rebate on the "choice care" rider will be applied towards the teacher's share of the premium costs.

A. 2. Plan B. For those teachers not participating in Plan A above, the Board shall, upon their application, contribute an amount not to exceed \$35.00 per month toward the premiums of MESSA variable options.

B. Dental Insurance Effective June 30, 1986, the Board shall contribute up to \$20.00 per month toward the dental insurance premium for each eligible teacher. On June 30, 1987 that amount shall increase up to 22.00 per month for each eligible teacher and on June 30, 1988 that amount shall increase up to 24.00 per month for each eligible teacher. The Board's dental insurance program shall be Delta Dental's Plan C (50% Class I, 50% Class II). In the event the Plan is non-contributory, and premiums for said insurance exceed the above amounts per month, then this benefit shall not be required by the Board.

Article XXI (continued 2)

- C. Teachers employed less than full-time shall receive prorated pay and prorated insurance contributions and full year experience credit on the salary schedule. Prorated shall be determined by the amount of contracted hours per day or days per year. In order to receive insurance benefits, a teacher must regularly work at least ten (10) hours per week during the school year.
- D. Teachers not completing terms of their contract by working hours less than a full school year shall have their Board contributions toward their insurance premiums stopped by the first of the month following their employment termination.
- E. The Board shall not be required to make duplicative contributions toward medical-hospitalization insurance premiums for its employees. To avoid such duplication where applicable, one employee shall be designated the insured and the other as a covered dependent. Such designation shall be determined by the employees involved.
- F. The provision of the above insurance shall be subject to the rules and regulations of the underwriter(s).

Article XXII

A. School Calendar  
1986-1987

Thursday, August 21	Inservice and Work for New Teachers
Friday, August 22	Inservice and Work for New Teachers
Wednesday, August 27	Inservice and Work for All Teachers
Thursday, August 28	1/2 Day for Students - 1/2 Workday
Monday, September 1	Labor Day - No School
Friday, October 31	End of 1st Marking Period
Wednesday, November 5	K/7 1/2 Day Students, 1/2 Day Work Day 8 - 12 in School All Day
Thursday, November 6	1/2 Day, K-12 - Evening Conference
Friday, November 7	No School, Parent/Teacher Conferences all Da
Thursday, November 27	Thanksgiving Break - No School
Friday, November 28	Thanksgiving Break - No School
Friday, December 19	Dismiss for Christmas Break End of Day
Monday, January 5	Resume Classes
Thursday, January 22	1/2 Day Students, 1/2 Day Work Day End of Semester
Friday, January 23	No School - Teacher Records Day
Wednesday, February 25	1/2 Day County Inservice
Friday, March 27	Dismiss for Spring Break End of Day
Monday, April 6	End of Third Marking Period Resume Classes
Wednesday, April 8	1/2 Day K-7, Evening Conference All Day School for 8 - 12 Students
Thursday, April 9	1/2 Day All Students, Evening Conferences
Friday, April 17	No School - Good Friday
Monday, May 25	No School - Memorial Day
Thursday, June 4	1/2 Day
Friday, June 5	1/2 Day - End of School Year

180 Student Days - 183 Teacher Days - 185 Days for New Teachers

Article XXII (continued 2)

B. Calendars for 1987-1988 and 1988-1989

These Calendars shall be based on 183 working days for teachers, 185 working days for teachers new to the system. Students days shall be based on the recommended county calendar as prepared by the Berrien County Intermediate School District unless such calendar must be modified to meet requirements of the Desegregation court order.

- C. Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. Should a closing because of conditions not within the control of the Board require the scheduling of additional days of student instruction to meet the 180 day requirement, such additional days will, to the extent possible, and with the consultation of the Association, be rescheduled at the end of the current school year calendar.

If, at any time during the life of this agreement, it becomes lawful to count as days of pupil instruction those days when pupil instruction is not provided due to conditions not within the control of the Board such as severe storms, fires, epidemic or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an Act of God or a Board directive forces the closing of a school or other facility of the Board, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost to school closing pursuant to the aforementioned circumstances shall not be rescheduled.

Article XXIII

Term of Agreement

This Agreement shall become effective upon ratification and signature by the Board and the Association and shall continue in effect through the 30th day of June, 1989, at which time it will terminate. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives.

For the Association

Robert Shick 8/27/86  
President (date)

Penny R. Hanks 8/27/86  
Local Representative (date)

For the Board

By Janet J. Chandler 8-27-86  
President (date)

And Charles Nelson 9-4-86  
Secretary (date)



