

MASTER AGREEMENT

BETWEEN THE

COLDWATER COMMUNITY SCHOOLS

BOARD OF EDUCATION

and the

COLDWATER EDUCATION  
ASSOCIATION

2004-2007

12010  
07 01 2007  
CEA  
E X

## TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS	2
ARTICLE III	TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES	4
ARTICLE IV	BOARD RIGHTS	5
ARTICLE V	PROFESSIONAL COMPENSATION	6
ARTICLE VI	TEACHING HOURS AND ASSIGNMENTS	9
ARTICLE VII	TEACHING CONDITIONS	12
ARTICLE VIII	VACANCIES, PROMOTIONS, TRANSFERS AND STAFF REDUCTIONS	15
ARTICLE IX	LEAVES OF ABSENCE	19
ARTICLE X	INSURANCE PROTECTION	26
ARTICLE XI	TEACHER EVALUATION	28
ARTICLE XII	MENTOR TEACHING	30
ARTICLE XIII	RETIREMENT	32
ARTICLE XIV	PROTECTION OF TEACHERS	33
ARTICLE XV	WAIVER CLAUSE	34
ARTICLE XVI	PROFESSIONAL QUALIFICATIONS AND BEHAVIOR	35
ARTICLE XVII	PROFESSIONAL RESPONSIBILITIES FOR CONTINUATION OF THE EDUCATIONAL PROGRAM	37
ARTICLE XVIII	GRIEVANCE PROCEDURE	38
ARTICLE XIX	MISCELLANEOUS PROVISIONS	41
ARTICLE XX	DURATION AND RATIFICATION OF AGREEMENT	43
APPENDIX A	SALARY SCHEDULE	44
APPENDIX B	SCHEDULE OF REMUNERATION FOR ATHLETIC EXTRA-DUTY ASSIGNMENTS	48
APPENDIX C	SCHEDULE OF REMUNERATION FOR NON-ATHLETIC EXTRA-DUTY ASSIGNMENTS	49
APPENDIX D	AB & HSC SALARY SCHEDULES	51
APPENDIX E	GRIEVANCE REPORT FORM	52
APPENDIX F	FIFTH GRADE CAMPING PROGRAM	54

**COLDWATER COMMUNITY SCHOOLS  
MASTER AGREEMENT**

**Coldwater Education Association  
Coldwater Board of Education**

**ARTICLE I - RECOGNITION**

- A. The Board of Education of Coldwater Community Schools (hereinafter called "Board"), hereby recognizes the Coldwater Education Association (hereinafter called "Association") as the sole and exclusive bargaining representative as defined in Act 336 of the Public Acts of 1947 as amended, for all certified teaching personnel under contract, librarians, middle and high school guidance counselors, school social workers, and all certified full or part-time and/or counselors employed in Adult Basic Education and High School Completion programs of the Coldwater Community Schools, but excluding substitutes, per diem appointment teachers, and non-regularly employed part-time teachers, teachers and counselors in the Leisure Time Learning Program Day Care Center, Senior Citizens Programs, administrators, supervisors, casual employees, and volunteers of the Community Education programs, and all other supervisory personnel, including but not necessarily limited to the following: the Superintendent, Assistant Superintendent, Principals, Assistant Principals, and all office, clerical, and maintenance and operating employees.
1. The term "Teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the above-named Association in the bargaining unit and reference to "male" teachers shall include female and singular shall include plural.
  2. Adult Basic Education and Adult High School Completion teachers that are the Community Education programs may have separate sections in this contract and will be identified as AB & HSC teachers.
  3. The term "Board" shall include its officers and agents, including administration.
- B. The Board agrees not to negotiate with any other organization other than the above recognized association for the duration of this agreement.

Without negotiated agreement of the Coldwater Education Association, or at impasse, the Board shall take no action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., or Education Yes!, that has an adverse effect on bargaining unit members, including but not limited to a teacher's working conditions wages, hours, terms, conditions of employment, and the law.

## **ARTICLE II - FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS**

- A. All teachers, as a condition of continued employment shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Association) and such authorization shall continue from year to year unless revoked in writing.
  2. Cause to be paid to the Association a representation fee equal to the nonmember's proportionate share of the cost of negotiating and administering this Agreement within thirty (30) days after the commencement of employment. The Association shall deliver to the Superintendent on or before the 1st day of October, of each year of this contract, a written statement specifying the amount of the non-member's representation fee.
  3. AB & HSC teachers may join the Association (including the National and Michigan Education Association). All AB & HSC teachers electing membership shall be included under Article II, Section A, Paragraph 1. All AB & HSC teachers not electing membership shall be included under Article II, Section A, Paragraph 2.
- B. In the event that a bargaining unit member has not paid such service fee in compliance with the law, the employer shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit the same to the Association according to the following:
1. The Association shall give the following written notice to the employer:

The Association certifies that     {name}     has failed to tender the periodic service fee required as a condition of employment under the Agreement and demands that, under the terms of this Agreement, the employer deduct the delinquent service fees from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.
  2. The employer, upon receipt of said notice and request for deduction shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn.
  3. A copy of the Association's policy will be provided by the Association pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures."
- C. Regular dues or the non-member's representation fee for any or all of the above stated organizations shall be deducted together, as one deduction, in ten (10) equal monthly installments. The authorization form for the deduction of Association dues shall be provided by the Association. Dues shall be deducted by the employer according to Article II.

- D. Authorization for deductions filed with the Superintendent on or before the 10th day of September of each year of this Contract shall become effective with the first scheduled deduction of the current school year. Authorizations for deductions filed after the 10th day of September of each year of this Contract shall be deducted from the second paycheck of each month of the second semester.
- E. Dues authorizations, once filed with the Superintendent, shall continue in effect until a revocation form, in writing and signed by the teacher, is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one authorization form per year per teacher.
- F. Upon the filing of the written notification, specifying the amount of the nonmember's representation fee, said amount 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.
- G. 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.
- H. Dues deductions shall be transmitted by the Superintendent to the CEA Treasurer within fifteen (15) days after such deductions are made. The CEA shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.
- I. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.
- J. 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 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.
- K. The Association will save the Board harmless from any and all costs including witness and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing provisions of this article.
- L. The Board agrees to allow payroll deductions for any MEA special services (MESSA), and current deductions will be continued provided such deductions are duly authorized and paid for by the individual teacher involved. By October 1st of any school year, all said authorization will be filed with the payroll department of the business office. Once filed, authorization shall continue in effect until a written and signed revocation by the individual teacher involved is submitted to the payroll department.
- M. Annual deduction authorizations for political action contributions shall be effective January 1 to December 31 each year. The Association shall reimburse the district for incremental costs related to administration of PAC deductions only after receiving an itemized confirmation of such costs.

### **ARTICLE III - TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Association shall have the right to use school buildings at reasonable hours for meetings, provided they have prior approval from the building principal and/or superintendent. Bulletin boards, mailboxes, mail distribution and daily bulletins shall be made available to the Association and its members. The Association shall be responsible for any material placed upon the bulletin boards or distribution through mailboxes or any mail distribution or daily bulletins.
- B. Upon written request, the Board agrees to furnish the Association available information concerning the financial resources of the district, adopted budgets, and such other information as the Association may reasonably require to be informed and constructively develop programs on behalf of its membership, prepare for negotiations and process grievances. Items exempted by the Freedom of Information Act, 1977, will not be provided unless otherwise required by the Public Employees Relations Act (PERA). The Association shall pay fees for producing such documents in accordance with the Freedom of Information Act (FOIA).
- C. The Association shall have the rights as accorded it by law, Constitution of the State of Michigan and Constitution of the United States.
- 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 teachers further recognize and incorporate by reference the Code of Ethics of the National Association as adopted by the NEA Representative Assembly in July, 1975 (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. Teachers are expected to comply with the rules, regulations and directions where a conflict exists. The Association recognizes that abuses of sick leave or other leaves of absence, chronic tardiness or absence, willful deficiencies in professional performance, and violations of this contract reflect adversely on the teaching profession and create undesirable teaching conditions in the school building.

The Association agrees it will not support or condone in any manner such abuses, deficiencies, or violations of the Code of Ethics, and will, upon notice by the administration, investigate and take action as the Association deems necessary, in addition to whatever disciplinary action the administration or Board may appropriately institute. The Association agrees to notify the Superintendent as to the action taken in such cases. Further, it is agreed that, in the event the Association fails to investigate, the Board may submit an alleged violation of this section by the Association to binding arbitration. The Board recognizes that the Code of Ethics of the National Education Association is considered by the Association to define positive acceptable criteria of professional behavior.

## ARTICLE IV - BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, herein 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 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.
- B. The Superintendent of Schools may request a physical or psychiatric examination of any teacher and/or require a statement from the treating physician. 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 required to take a leave of absence until he can furnish satisfactory evidence of his ability 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. The Board may require such teacher to submit to examination by a physician selected by the Board. If the two physicians' conclusions disagree, the parties shall mutually select a third physician.
- C. The exercise of the foregoing powers, rights, 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 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 and accreditation standards established by No Child Left Behind, Education Yes!, the North Central Association of Colleges and Secondary Schools, and the State of Michigan.

## ARTICLE V - PROFESSIONAL COMPENSATION

- A. Salaries of teachers covered by this Agreement are set forth in Appendix A, except for AB & HSC teachers, which is 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. AB & HSC teachers' salaries are set forth in Appendix D.
- B. The salary schedule is based upon a normal weekly duty load as hereinafter defined in articles having to do with teaching hours, loads, and assignments.

NOTE: AB & HSC teachers may have separate language in this contract.

- 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. AB & HSC teachers will be compensated according to the salary agreement shown in Appendix D.
- D. 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 up by mutual agreement of the parties hereto.
- E. Within the guidelines of reasonable judgment by the building principals and within necessary budgetary constraints, teachers may be released for educational conferences which, in the judgment of the building principal, have significance to merit the individual teacher's involvement. If such teacher is released to attend the educational conference, the teacher shall receive no loss of salary. Expenses as approved by the building principal and business office will be allowed.
- F. Compensation is based upon the number of contractual days except for AB & HSC teachers. For a teacher's absence not chargeable to the absences permitted in Article IX, there shall be deducted from the teacher's salary a per diem share of the annual contract salary. AB & HSC teachers will be deducted according to Appendix D.
- G. Basic salaries for teachers, except for AB & HSC teachers, will be based on twenty-six (26) pay periods unless a teacher notifies the payroll office by August 1 of the upcoming contract year that the teacher desires to be paid in twenty-one (21) pay periods. AB & HSC teachers will normally be paid as they work; full-time will be twenty (20) pay periods.
- H. Compensation for extra-duty assignments outside the normal teaching load shall be paid in accordance with Appendix B. The Board of Education shall cause the issuance of written notification of the assignment and the remuneration of such assignment and method of payment. The teacher shall have the right to withhold consent in accepting extra-duty assignments.
- I. At the commencement of employment with Coldwater Community Schools, full prior service credit will be granted for the first three (3) years of satisfactory prior teaching experience in state-approved public schools which provide face-to-face classroom instruction. At the commencement of employment the Board has the right to place a newly-hired teacher with more than three (3) years of service at any salary step up to, and including, the step commensurate with the teacher's experience in state approved public schools which provide face-to-face classroom instruction. The Board agrees to exercise appropriate legal discretion in granting salary step placement and to remain in accordance with all state and federal civil rights laws.



Up to full prior service credit for each semester of satisfactory prior teaching experience may be granted at the discretion of the Board. Prior service for which payment is made is defined as at least half-time teaching, under contract, for at least one (1) full semester duration. Half-time will be one-half of a complete school day for the five (5) days per normal week, or for college level teaching defined by the department chairman as a half-time load. Credit will be given for experience at any level from kindergarten through college.

Excluded from prior service credit will be student teaching, internships, non-teaching graduate assistantships, substitute work, and any intermittent less than half-time teaching (except for AB & HSC teachers) or extracurricular assignment.

- J. Credit for military service and/or Peace Corps service will be granted for 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. This section also applies to full-time AB & HSC teachers.
- K. Teachers traveling from building to building within the district, while conducting school business, shall be reimbursed at the rate per mile given to administrators in the district but in no case less than 15 cents per mile. The same allowance shall be given for the use of personal cars for other school business providing the teacher has prior approval of the Superintendent or Assistant Superintendent for such trips.
- L. Teachers who are called upon to assist for classroom emergencies as determined by the building administrator will be paid at the rate of \$20.00 (twenty dollars) per class hour in while undertaking the assignment. Time will be calculated in one-quarter hour increments (one-quarter hour minimum) rounded to the nearest quarter-hour. Teachers shall be required to assist during hourly classroom emergencies.

In lieu of monetary compensation a teacher may choose to take compensation time ("comp time"). If comp time is chosen, the following guidelines will be followed:

1. Five (5) hours of comp time will equal one full day.
2. "Comp days" may be used like personal business days, but must be requested forty-eight (48) hours in advance. The time limit may be waived by the building principal in special cases.
3. Accumulation of comp days will be limited to two (2) days at a time and must be used within one (1) month of the accumulation of the last hour needed to total the two (2) days.
4. Any comp time not used within the time limit will be paid in accordance with Article V, Section L of this contract.
5. Any unclaimed comp time remaining at the end of the school year will be paid in accordance with Article V, Section L of this contract. No comp time will be carried over to the following school year.
6. Comp time must be used prior to the final week of the school year.

- M. Teachers who, at the superintendent's request, agree to do curriculum development work during the summer months will be compensated at the rate of \$20.00 (twenty dollars) per hour. The number of hours and other conditions of the work will be agreed upon by the teacher and the superintendent prior to the work time.

- N. Absent an emergency, substitute teachers will be hired for elementary vocal music Art, Library and physical education teachers when said teachers are absent.
- O. Teachers with less than a full-time assignment will be classified part-time. Part-time teachers will have a fraction assigned for salary calculations. This fraction will be used to determine portions of fringe benefits for which part-time teachers are qualified. The fraction will be assigned on an individual basis and shown on the annual "personnel salary statement" (an annual individual contract attachment).
- P. The Board will reimburse teachers up to \$150 per semester credit hour for six (6) hours in a five-year period for pre-approved course work provided that the teacher receives a minimum of a "B" grade. The Board will pay \$150 per semester credit for all pre-approved classes necessary in attaining "highly qualified" status, for teachers currently teaching classes for which they are not highly qualified.

## ARTICLE VI - 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) carefully written daily preparation; (2) attendance at staff meetings and (3) participation in activities of the school and community.
- B. The school year shall include at least one (1) day of pre-service, two (2) days of in-service and three (3) days of post-service. In recognition of the extra effort expended by teachers, access to their buildings will be made available during June and August.
- C. Definitions:
1. "Student contact time" is the time during which the teacher is responsible for providing direct classroom instruction to students, supervising an approved student activity, or carrying out an activity necessary for the implementation of student instruction.
  2. "Planning time" is the duty-free time allocated for instructional planning and completing responsibilities inherent to one's teaching position. It is expressly stated that lunch-time is not planning time.
  3. "Pre-service days" are paid workdays before the first student contact day which the teacher will use for planning and the preparation of individual workstations. These days will be no longer than the regular instructional day.
  4. "In-service days" are paid workdays between the first and last student contact day of the instructional year. Students shall be excused from all identified classes and teachers shall be provided with activities for professional development. These days will be no longer than the regular instructional day.
  5. "Post-service days" are paid workdays after the last student contact day each semester and are to be used to finalize grades, update records or to perform other activities necessary for the closure of a semester. These days will be no longer than the regular instructional day.
  6. "Instructional day" shall consist of the time necessary for a student to meet the state mandates. Additionally, the parties agree to meet any changes required by the School Code for the life of this contract.  
  
Per Section 1284(c), the Board of Education may resolve to have a minimum of 1098 student/teacher contact hours, or as provided through collective bargaining days.
  7. The "teacher workday" shall commence fifteen (15) minutes prior to the start of the instructional day and end fifteen (15) after the end of their instructional day. Administrators, with the agreement of the teachers involved, will have the flexibility to utilize these thirty (30) minutes (pre & post time) by altering the times stipulated in the 1<sup>st</sup> sentence in this article (Article VI - Section C-7). It is expressly understood that these times before and after school are to remain duty free. If

teachers are assigned duties during these times, they will be compensated as per Article V – Section L. During each instructional day each teacher shall be assigned a portion of two hundred, seventy-five (275) minutes of planning time allocated per week and a daily minimum of thirty (30) minutes for duty-free lunch (but not less than a student’s allocated lunch period). Twenty (20) minutes of duty free recess shall be provided for elementary teachers to use as planning time.

8. The teacher’s workday shall be contiguous with no split schedule unless mutually agreed upon by the Association, the administration and all the teachers directly involved.
9. The School Social Worker’s workweek shall consist of thirty-five (35) hours. Assignment and schedule flexibility will be determined by need and subject to administrative review upon request of the assigned administrator.

D. AB & HSC teachers are assigned for specific classes and hours. Additional hours needed for regular supervision within the building will be determined to have additional compensation as shown in Appendix D. AB & HSC teachers will be allocated one (1) paid hour per assigned class prior to each semester for class preparation. Compensation will be as shown in Appendix D.

E. Assignments:

1. Assignments shall be made at the discretion of the administration and within the area of the teacher’s competency, certification or major or minor fields of study. It is expressly understood that the administration shall have the right to assign outside of the above-stated criteria until a properly qualified teacher is available upon notice to the Association together with the reasons thereof. (See Article VIII, Section C, Paragraph 1a.) Assignments will be made on the basis of criteria that meet the guidelines of Highly Qualified Teachers, per the No Child Left Behind Act.
2. AB & HSC teachers’ assignments will be based on enrollment and need as determined by the Administration.
3. All teachers, except AB & HSC teachers, shall be given written notice of their teaching assignments (including room assignments where applicable) for the forthcoming school year no later than the preceding first day of June. In the event that changes are proposed, all teachers involved shall be notified promptly by the building administrator for their input. Written notice shall be given to the building Association Representative prior to the assignment change. If changes are to be made during the school year, with less than thirty (30) days’ notification prior to the beginning of said assignment it will only be after discussion and input between the teacher(s) and the administrator(s) involved.

F. General faculty meetings are encouraged as a means of communication between administration and staff. The Association representatives and principal will cooperate in setting agenda, location, and frequency of such meetings. Normally, general faculty meetings will not exceed twenty (20) per year in number excluding in-service, grade level, and departmental meetings. Attendance at faculty meetings is mandatory unless excused by the building principal. Whenever possible, direct notice will be given twenty-four hours in advance. Part-time teachers shall attend all meetings. Excessive use of faculty meetings should be discouraged. Scheduled open-houses, parent meetings or parent conferences, which occur outside of the normal teaching day, where attendance by all professional personnel is expected by the superintendent, or

his designee, shall be considered as official staff meetings and subject to the provisions of the contract. Staff meetings for AB & HSC teachers will be called by the director, and will not exceed twenty (20) meetings per year.

- G. Principals will prepare non-instructional duty schedules and make assignments with the exception of lunchroom duty. Such assignments are to be rotated among the staff to the degree practicable. Teachers are expected to accept and execute (with the exception of lunchroom duty) such assignments as part of the regular duty schedule. However, nothing in this paragraph shall be interpreted to mean any duty beyond the regular duty hours that do not include lunch periods or planning periods as provided in Paragraph B and C above. Teachers in performing such duty will maintain every reasonable safety precaution so long as children are in their charge.
  
- H. Teachers shall be allowed time to visit other classrooms within the school district or out of district visitations for the purpose of in-service education. Such visitations shall be subject to the approval of the building principal involved and the Superintendent of Schools. Said approval shall be without loss of pay or "leave days."

## ARTICLE VII - TEACHING CONDITIONS

- A. The parties of 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. 1. Both the Board and the Association recognize the importance of reducing the pupil-teacher ratio in certain areas of instruction and that for the most effective learning experience the following class sizes within the grade levels indicated are desirable:

<u>Grade</u>	<u>Range</u>
Young 5's	18 or less
Kindergarten	16-24
First & Second Grade	18-27
Third Grade	20-30
Fourth and Fifth	25-30

The upper limit of the class size ranges should be considered as maximum, said maximum should be adhered to within the limits of adequacy of funds, and the availability of qualified staff and school facilities.

2. It is further understood that the Board shall have reasonable discretion to adjust and/or maintain student assignments to building units. The administration will make every effort to assign students before the start of school and preferably before the end of the preceding school year. The assignment and determination of class size under the terms of this article will be made as of the official state student count days for the first (September) and second (February) semesters, as established by the Michigan Department of Education, of the ensuing school year.
3. At the elementary level, class loads shall not exceed a 25% variance, nor shall the class loads exceed a difference of seven pupils for grades K-5 per grade level (the cap or cap). These levels will be accomplished by the official state student count days for the first (September) and second (February) semesters. After this date, elementary teachers having more students enrolled in a classroom than the cap shall be compensated with a stipend of \$7.00 per instructional day for each student in excess of the cap. The formula to determine variance compensation shall be:
- a. Review Audited Student Count Report for September and/or February.
  - b. Identify school that has the lowest student count at a particular grade level.
  - c. Calculate the average student population for that grade level in that school.
  - d. Multiply the student average by the 25% variance cap.
  - e. Add the student average plus the 25% variance calculation to determine the class variance cap.
  - f. Review class sizes for that grade level across the district.
  - g. Multiply the student overages by \$7.00 per student, per day to determine appropriate compensation.

Class sizes and variance violation numbers will be posted in each building by grade level no more than three weeks after semester student count, pending a state student count audit. After the state student count audit, any student count modifications will be reposted. A lump sum payment shall be paid last payroll in January for the first semester instructional days and a second payment shall

be paid the last payroll in June for the second semester. Variance compensation shall not be provided when the variance results from another class decreasing in student enrollment.

4. Class size for AB & HSC and Alternative Education Programs will be determined by the Alternative Education Principal and Adult Education Supervisor.
  5. It is duly recognized by the parties to this Agreement that there are changes in concept of class size and composition, differentiated staffing, innovative instructional practices and other modifications of the traditional patterns of the self-contained classroom. In the emerging styles of the classroom organization in the Coldwater system, the Association and the Board will, through cooperative efforts at the building level, in joint curricular committees and special ad hoc structures, design and implement new procedures to enhance learning.
  6. Each Elementary School Social Worker shall be assigned to a maximum of two (2) elementary buildings. Each Secondary Social Worker shall be assigned to one (1) building. In an emergency situation, administration has the right to re-assign Social Workers, as needed, for up to eighteen (18) weeks.
- C. The Board will continue its effort to keep the schools reasonably and properly equipped and maintained. Teachers shall not be expected to move objects the weight of which exceeds those limits specified in current Michigan laws.
- D. The Board shall make available in each new school building or school building hereafter remodeled: an adequate lunchroom, 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 provided in the teachers' lounges.
- F. 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. Parking areas shall be visibly designated for staff use.
- G. The teachers in any department in the middle school or 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 and the department and the school administration. Such chairmen shall not be considered a supervisory employee.
- H. 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.
1. In each building the principal shall exercise the necessary authority to assign an appropriate professional staff person or persons to be responsible for the general supervision of the building in the absence of the principal.
  2. In each building, the requisite planning procedures will be established by the principal with representative staff members to insure that there is at all times an appropriate professional staff

person or persons in charge of the building. Said person or persons are empowered by the delegation to make decisions in those extraordinary situations which require immediate attention.

3. In the event an elementary principal is absent from his post for thirty (30) consecutive school days due to an incapacitating illness, injury or accident, the Superintendent shall appoint an acting principal. Said person shall receive a stipend of \$25.00 per week, retroactive to the beginning of the aforementioned absence, for the assumption of this appointment. The duration of this appointment will be determined by the Superintendent of Schools.

I. The building principal may provide secretarial help in preparing reasonable school-related materials as requested by teachers. Actions of this nature shall be at the discretion of the building principal.

J. Principals may institute in-service training during the school hours. Implementation of such programs shall be subject to the approval of the Superintendent of Schools.



## **ARTICLE VIII - VACANCIES, PROMOTIONS, TRANSFERS AND STAFF REDUCTION**

### **A. Appointments to Vacancies or New Positions within Bargaining Unit:**

1. Whenever a vacancy occurs in a position within the bargaining unit, or 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 four (4) 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 following Board approval. No permanent appointment to such position shall be made until twelve (12) calendar days have elapsed following giving of said notice to the Association's president and the four (4) 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. Vacancies in AB & HSC positions will be posted prior to filling, and shall remain posted at least five (5) working days before the vacancy is filled. A temporary assignment may be made by the administration before the vacancy is filled if needed.
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. A teacher may request and must receive a written response giving the reason a transfer/promotion was not granted. Applications for AB & HSC teaching positions will be sent to the Director of Community Education.
3. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, may be sought through retraining of existing staff, at the discretion of the Superintendent.
4. The Board will determine if a vacated position will be filled. A vacancy shall be declared when the Board determines there is an open position. An open position is further defined as one in which no qualified staff person is available and no qualified staff person is on layoff. (For definition of "qualified" see Article VIII, Section C, Paragraph 1a.)
5. Positions to be filled by the Board will be defined by the Board and included in posting as information.

### **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 four (4) 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 Superintendent shall consider all applications, and the Board shall make the permanent appointment as recommended by the Superintendent. 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.

**C. Staff Reduction**

1. If the Board shall find it necessary to reduce staff, layoff will be effectuated by written notice to the teacher or teachers involved. In determining which teachers must be laid off, the Board, through its administrative staff, will apply the following factors, in order:

- a. Certification of teachers in grade K through 6 is shown on the teacher's State Certification. To teach in special areas such as art, music, physical education, counseling, library and special education, the subject must be indicated on the teaching certificate.

Certification for Middle School teachers in grades 7 and 8 shall follow criteria of Education Yes! or experience at those grade levels in the subject in the last five (5) years to be assigned (see Article VIII, Section C, Paragraph 1d).

High School certification shall follow the Education Yes! AB & HSC teachers will be considered as a separate teaching discipline and seniority, and must have approved certification for the area assigned as determined by Community Education Director:

- b. Seniority

It is understood that the disciplines are classroom teaching K-6, K-12 art, K-12 music, K-12 physical education, K-12 library, K-12 special education, 7-12 social studies, 7-12 language arts, 7-12 science, 7-12 mathematics, 7-12 business, 7-12 industrial arts, 7-12 home economics, social workers, and counseling. The sixth grade will remain part of the K-6 discipline as long as it remains non-departmentalized. If sixth-grade teachers are departmentalized (teaching in only one or two disciplines), they become part of the middle school departments.

All teachers deemed to have equal claim to a position shall participate in the tie-breaking procedures. The tie-breaking procedures shall create a rank order of teachers who are deemed to have equal claim to a position.

The tie-breaking procedure shall include the following steps:

1. The CEA president, or designee, and district superintendent, or designee, shall act as co-moderators for the Double-Draw tie-breaking procedures.
2. A preliminary set of numbers beginning at "1" and continuing sequentially, sufficient to provide one number for each participant, shall be written on a same color, size, and shape of paper.

3. The preliminary set of numbered paper shall be folded and placed in a container suitable to conceal the numbers from the participants, co-moderators, and all others present.
  4. Each teacher identified as having an equal claim to a position shall draw one numbered paper, concealing the number from all others. If the teacher participant, as described in #2 above, is unavailable or unwilling to participate in the tie-breaking process, the co-moderators will act as the teacher's proxy.
  5. A secondary set of numbered papers shall be folded and placed in a container suitable to conceal the numbers from participants, co-moderators, and all others present.
  6. The secondary set of numbered papers shall be folded and placed in a container suitable to conceal the numbers from participants, co-moderators, and others present.
  7. The co-moderators shall draw the secondary set of numbered papers, one at a time, announcing the number written on the paper as each is drawn.
  8. The first number drawn and announced shall be recorded as position #1, the second drawn and announced shall be recorded as position #2. The process shall continue until all numbers are drawn and announced.
  9. Participating teachers shall now report the number drawn in the preliminary draw, and their names recorded after the corresponding number, as drawn in the secondary draw.
  10. The teacher's position as established in the Double Draw shall be considered his/her seniority rank, position #1 being the most senior, and descending in positions until the last number is drawn. The last position shall be considered the least senior.
  11. The now established seniority rank among teachers previously identified as having equal claim to a position shall be used to determine layoffs, transfers, and recalls.
  12. The Double Draw tie-breaking procedure, as described above, shall be conducted by no later than September 30<sup>th</sup> each year.
- c. It is understood that probationary teachers will be laid off first where a tenure teacher is employed who is certified and qualified to perform the services of the probationer.
2. During a period of impending layoffs, the Board may grant requests for voluntary leaves of absence or reduced assignments which will allow the person to return to his prior status of employment at the end of the approved leave period.
  3. Notice of layoff will be at least three (3) weeks prior to the effective date. AB & HSC teachers may be laid off at the Board's discretion without warning based on enrollment. A further

description of the process of this action shall be developed by the Community Education Director in cooperation with AB & HSC staff representatives.

4. Recall:

- a. The right to recall for non-tenure teachers will exist for two (2) years and three (3) years for tenured teachers; recall for laid off teachers will be in reverse order of layoff.
- b. A full-time teacher does not have to accept a recall of less than full time if another laid off teacher is available to fill the position. If a full-time teacher accepts less than a full-time recall, he will retain the right to the first full-time opening in the discipline.
- c. Voluntary half or part-time teachers may not bump into full-time positions as long as other teachers are either still on layoff or are involuntarily assigned to reduced-time positions, except as noted in number 3 above. However, if a vacancy occurs, and there are no teachers on layoff certified and qualified for the position, then these teachers may apply for the full-time position. AB & HSC teachers may not bump into other disciplines.
- d. The current status of a teacher's qualifications are certification at the time the position is posted and will determine the eligibility to apply for the open position.
- e. In the event of elimination of Social Workers positions, layoff and recall will be based on seniority specifically within the bargaining unit.

D. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure should be followed:

1. Teachers with specific interest in possible vacancies will notify the Personnel Office of their interest, in writing, during the last regular week of school and shall include a summer address. AB & HSC teachers apply to the Director of Community Education for community education assignments or to the Superintendent for other vacancies in the system.
2. Should a vacancy occur, an announcement of the vacancy will be sent by first class mail, and by email whenever possible, to the teachers who have expressed an interest in said position or similar position.
3. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within three (3) days of receiving such notification.

E. Teachers on layoff with the greater seniority may bump into a position held by a teacher of lesser seniority if they are certified, qualified and meet with the accreditation requirements in the discipline of the position for which they desire to bump.

## ARTICLE IX - LEAVES OF ABSENCE

### A. Sick Leave

1. All full-time and regularly employed part-time teachers absent from duty because of personal illness, injury (except as provided in Paragraph E of this article), or critical or emergency illness in the immediate family shall be allowed ten (10) days of leave with pay (pro rata for regularly employed part-time teachers) per year. Immediate family shall be defined as spouse, children, parents, parents-in-law, grandparents, or any IRS dependent of the teacher's immediate household residence. Pregnancy or related conditions shall be entitled to all contract benefits available to teachers for other illness and disabilities. AB & HSC teachers will be granted sick leave days based on the number of hours (classes) taught, not to exceed nine (9) days per year (full-time receive one (1) day per month, up to nine (9) days; part-time receive one (1) day per class, per semester).
2. Sick leave allowances granted above shall be subject to the following conditions:
  - a. Each day of sick leave shall accrue as of the first day of the month during the school year beginning with August and ending with May. If a teacher shall use days in advance of accrual, an adjustment in pay shall be made as of the close of the school year, or upon termination of the teacher's employment, if prior to the end of the school year.
  - b. Teachers shall be required to notify the building principal, or other designated authority, in the event of an absence due to personal, critical, or emergency illnesses, ninety (90) minutes prior to the beginning of each school's instructional day of the expected day of absence so that a substitute may be obtained, unless circumstances make such notification impossible or unreasonable. In order to be eligible for payment for the date of absence without notification to the principal or designate at the time herein before specified, it will be necessary for the teacher to file with the principal a written statement concerning the reasons for the failure to notify. Based upon said reason or reasons, the principal shall have the discretion to waive notification.
  - c. In the case of an extended absence for personal illness or disability, a teacher may use sick-leave days, unpaid leave days, or a combination thereof. When a teacher desires to have such an absence construed as a leave of absence, or a combination of sick-leave days and a leave of absence, the Superintendent must be notified in writing. Such leaves, wherever practical, should coincide with the beginning of a semester or grading period.
  - d. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay for the duration of the illness, for a period of time up to the balance of the contract year.

- e. When a teacher is on unpaid leave due to personal illness and has exhausted the Family Medical Leave Act (FMLA) provisions, insurance benefits will be continued only until the end of the month in which the unpaid leave began except that the teacher may be entitled to certain insurance premiums that the Board is obligated to pay as a result of the requirements of the Family and Medical Leave Act (FMLA).
- f. A teacher may apply in writing for a continued leave of absence into the next contract year without pay or benefits.
- g. In all leaves for illness, the Board reserves the right to require an examination by a physician of its choice.
- h. A teacher shall qualify for one-half (1/2) year of service credit if at least eighty (80) teaching days are served during a given contract year in no more than two (2) distinct segments of at least thirty-five (35) days each. A teacher will receive a full year of service credit if at least one hundred sixty (160) teaching days are served in a given contract year. At the discretion of the teacher, days served may include sick-leave days.
- i. A teacher, upon return from a leave for illness, shall be restored to his teaching position or to a position of like nature and status, whenever possible.
- j. In lieu of unlimited accumulation of sick days, a teacher may opt to receive remuneration for unused sick days, accumulated after September 1 of the current school year at the rate of fifty dollars (\$50) per day up to a maximum of five (5). Unused sick days in excess of the five (5) remunerated sick days per school year will be allowed to accumulate without limitation. If a teacher chooses the "remuneration for unused sick days" option, the days for which payment is to be made shall not be allowed to accumulate and shall be forfeited annually. Payment for unused sick days, as previously described, shall be made annually at a time designated by the Superintendent of Schools.

Sick day accrual shall be capped at one hundred eighty (180) days for all those hired after the close 2004-2005 school year. It is expressly understood that current employees shall be grandfathered under the conditions described in the preceding paragraph.

- k. Requests for leaves of absence are subject to Board approval. Any denial must be for good cause and the individual teacher shall receive a written statement of such reasons in the event a denial of a request is made.
- l. A teacher on leave of absence due to illness may return to employment prior to the expiration of the leave upon certification of fitness from his physician.
- m. A teacher on leave for illness or disability who fails to return at the expiration of the leave shall be considered as having resigned from the position.

3. Transfer of earned sick leave days.

- a. The giving of earned sick leave days from one employee to another is completely a voluntary and optional process. Employees will give such days freely and without undue pressure from any party. An employee must have at least one (1) year of seniority within the bargaining unit to give or receive days.
- b. Each employee may grant up to five (5) sick days per school year to any fellow employee in need. Part-time employees may only give or receive a pro-rata share. Nor more than five (5) days may be given in any one (1) year.
- c. The receiving employee shall be limited to fifteen (15) transferred sick leave days per contract year. A receiving employee must have used all of his/her available personal days and sick leave days prior to any days being transferred.
- d. A member of this unit shall make a request for transfer of sick leave days to the CEA. The CEA shall determine eligibility (within guidelines of this Article and any guidelines the CEA may create) and provide the Superintendent and Payroll Office with a signed statement from the employees stating the number of sick days to be transferred.
- e. Any days withdrawn from an employee's accumulated sick leave days will first be from the total accumulated days and then from the current year days.

B. Personal Days

1. Each teacher will be allowed three (3) personal days of absence, non-cumulative, during each school year without loss of salary; within the limits of the restrictions placed upon the use of these days. Teachers are expected to use discretion in the application of these days. The building principal must be notified at least 24 hours in advance of the expected absence. The 24-hour notice may be waived at the discretion of the building principal or his designee. Such days of absence shall not be deducted from the teacher's sick leave days.
2. Full-time AB & HSC teachers shall qualify for three (3) personal days of absence, in accordance with paragraph #1.
3. Any full, unused personal days, at the end of each school year, will be added as (a) full sick day(s) to the teacher's sick leave total.
4. Generally, personal days are provided for use of the teacher to conduct business that cannot be done outside of school time. Therefore, personal days are not to be used for vacations or to extend vacation time and/or holiday breaks. When it is necessary for personal days before or after a scheduled vacation period and/or holiday breaks, these days may be approved by the administration with a minimum of 48 hours notice.
5. It is understood that when teachers use unused personal leave time for arbitration cases, the Association will pay the cost of substitute teachers.

**C. Bereavement Leave**

A teacher shall be entitled to a leave of up to five (5) days per occurrence in the event of the death of a relative who resides in the same household as the teacher, or in the event of the death of the mother, father, child, husband, wife, sister, brother, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law of the teacher or the grandfather or grandmother of the teacher's spouse. In the event of the death of any other member of the teacher's family, where such teacher is responsible for funeral arrangements or in the event that a teacher is asked to serve as a pallbearer, the administration may grant leave.

**D. Child Care Leaves**

1. Child care leave without leave pay is available to all teachers. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board, and shall be for a minimum of one (1) semester.
2. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's Office and the building principal in writing at least four (4) months prior to the expected date of the commencement of the leave so that necessary arrangements can be made to procure the teacher's replacement. At his sole discretion, the Superintendent may waive any part of the notification period.
3. The ending date of child care leaves shall conform to the beginning of a school year or semester. The teacher shall specify a prospective termination date of the child care leave at the time of request for the leave.

**E. Worker's Compensation Leave**

Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Michigan Worker's Compensation Law and the sick leave benefits herein provided. To the extent that the Board makes payment to a teacher for that portion of his salary not reimbursed under the Worker's Compensation Law, said partial payments shall be charged pro-rata against the teacher's accumulated sick leave days.

**F. Association Officer Leave**

Teachers who are elected officers of the National or State Association will, upon proper application, be given a leave of absence without pay or increment for a period of one (1) year.

**G. Military Service Leave**

A leave of absence for military service shall be granted in accordance with Act 145 of 1943, as amended.



#### H. Public Office Leave

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 (1) semester nor more than two (2) consecutive years.

#### I. Sabbatical Leave

The Board of Education may at its sole discretion grant a sabbatical leave in accordance with the requirements of the Revised School Code, as amended, and upon the further conditions as hereinafter stated:

1. 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 percent (3%) of the contractual staff.
2. 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.
3. Any teacher on sabbatical leave shall receive a salary equal to one-half (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.
4. A teacher upon return from a sabbatical leave shall be restored to his 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 in accordance with State statutes.

#### J. Court Leave

A teacher called for jury duty or subpoenaed as a witness in any court or administrative tribunal of the State, in a matter rising out of the employment relationship of the teacher with the school district in which the teacher or Association is not a party to the suit and specifically excluding arbitration and unfair labor practice cases, shall be compensated for the difference between the teacher's regular daily rate of pay and the pay received for the performance of such obligation. It is understood that the Association and the Board shall be responsible for salaries of their own witnesses in unfair labor practices and arbitration cases except in situations where the witnesses elect to use unused personal leave time. If teachers use personal leave time to appear as witnesses, the Association agrees to pay the cost of substitute teachers.

**K. Association Business Leave**

The Board agrees to grant the Association eight (8) days with pay each year for Association business. The Association will reimburse for the substitute pay and retirement costs. These days will be used at the discretion of the Association and shall not be used for purposes other than those having a direct benefit relationship with the Coldwater Education Association or the Coldwater Public Schools.

Use of these days must be arranged no less than forty eight (48) hours in advance of the leave date and directed to the Superintendent after approval of the president or his designee of the CEA.

The Board additionally agrees to provide up to an additional eight (8) days to be utilized by the CEA President or his/her designee, for the purpose of resolving CEA/District issues. The Superintendent solely has the right to grant these additional days and the substitute pay and fringe benefits will be borne by the District. The purpose of this is to foster better relations between the CEA and the District and to prevent small issues from becoming major problems.

**L. Family and Medical Leave Act (FMLA) of 1993**

Any full-time or part-time employee who works twenty-five (25) hours or more per week will be afforded up to twelve (12) continuous or intermittent weeks of unpaid leave in any twelve (12) month period for any of the following reasons:

1. The birth or adoption of a child or placement of a foster child in the employee's care, regardless of the child's age.
2. Serious illness of an employee's spouse, parent or child who is under the age of eighteen (18) or handicapped.
3. Employee's own serious health condition.
4. The FMLA includes the following specific provisions:
  - a. Employees must have at least twelve (12) months of service (not necessarily consecutive) and must have worked at least 1,250 hours in the twelve (12)-month period immediately before the leave begins.
  - b. The school district may require employees to take available paid sick leave, personal leave and vacation leaves part of their FMLA leave or the employee may choose otherwise.
  - c. The school district must guarantee employees the right to return to the previous or an equivalent position with no loss of benefits at the end of the FMLA leave. An exception may apply when an employee's return would cause substantial economic injury to the school district.
  - d. Employees are entitled to continue medical and dental benefits under the group health plan while on FMLA leave under the same conditions as when they were on the job. The school district must continue any group health insurance premium contributions during

FMLA leave, but may recover such amounts if the employee fails to return to work for a reason other than disability.

e. Sick days shall accrue per the provisions of Article IX, 2a while the employee is absent on FMLA.

5. Employees are obligated to notify the school district thirty (30) days in advance for birth, adoption, foster child or planned medical treatment when the need for the leave is foreseeable. However, when the leave is needed on an emergency basis, notice will not be required. Two (2) employed spouses may take a total of twelve (12) weeks for the birth or adoption of a child or the placement of a foster child or care for a sick parent. Employed spouses may not take FMLA leave concurrently for birth or adoption of a child or placement of a foster child or care of a sick parent.

M. Upon return from any leave granted under this article, the teacher shall have his unused sick leave restored. During any leave a teacher, at his own expense, may continue his health or life insurance. Increments or other benefits shall not be allowed during the leave except as specified in Section I, Paragraph 4 above.

**ARTICLE X - INSURANCE PROTECTION**

- A. 1. The Board of Education will provide a PPO provided by Blue Cross/Blue Shield hospitalization and medical insurance with a \$7/\$12 generic/non-generic drug prescription co-pay card. Beginning January 1, 2005, a \$20.00 per office visit co-pay, chiropractic co-pay of \$0.00 per visit, and a \$15/\$30 generic/non-generic drug prescription co-pay card will take effect. The district agrees to pay for the cost of a rider raising the preventive care benefit from \$250 per subscriber to unlimited preventive care per subscriber. Employees desiring to retain the "Traditional" coverage may do so by paying the difference in the premiums. These employees may elect to have the premium deducted by the payroll office. Coldwater Community Schools will make its Section 125 Cafeteria Plan available so that the premium will be deducted from pre-tax income.

The district will provide a one-time reimbursement of up to \$75.00 in co-pay costs incurred beginning January 1, 2005. All prescription/office receipts must be submitted to the payroll office at one time, no later than June 15, 2005. This does not include dental and vision costs.

2. The district will provide a self insured dental program through Michigan Employee Benefit Services (MEBS). The program will provide dental coverage for a maximum annual benefit coverage per member of \$800.00 per year.

Type I	Preventative	Percentage	75% Coverage
Type II	Restorative and Replacement Service	Percentage	50% Coverage
Type III	Orthodontia Services	Percentage	50% Coverage

3. During the term of this contract, both parties agree to discuss new health insurance programs that may have mutual benefits for employees and the School.

- 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 in the principal amount of \$50,000. Additional life insurance will be available at group rates at a cost incurred by the teacher. Benefits will be for natural death, with double indemnity life benefits for accidental death.

- C. Part-time teachers (except those hired prior to 1980-81 and grandfathered in) shall receive hospitalization and medical, dental and vision benefits paid by the Board at a rate equal to the proportion of teaching assignment. Part-time teachers may elect to forego hospitalization and medical coverage for the option plan described in Article X, Section F. (Part-time for Article X only shall be defined as having a 50% or greater teaching assignment.)

- D. In the event that reductions in full-time personnel are necessitated, the fringe benefits provided shall be as stated in paragraph C, beginning with the commencement of the assignment.

E. Vision Insurance

1. A Vision Plan is provided for CEA members coordinated through Michigan Employee Benefit Services (MEBS), Inc., for self-funded vision benefits.

2. Benefits are limited to one (1) exam, one (1) pair of lenses, and one (1) set of frames for each employee and eligible dependents per one (1) benefit year. The benefit year shall be defined as from July 1 to June 30 for a given year.
3. Benefits will be paid to the insured by MEBS upon receipt of proper itemized statements and claim forms, or to the provider of services.
4. Coordination of benefits is allowed in instances where there is more than one (1) employee from one dependent family, not to exceed the total cost of services and vision products rendered.
5. Minimum work requirement is twenty-three (23) to thirty (30) hours per week.
6. Schedule of Benefits

a.	Complete Vision Examination -	\$45.00 (maximum)
b.	Single Vision Prescriptions* -	\$65.00 (maximum per lens pair)
c.	Bifocal Prescription* -	\$104.00 (maximum per lens pair)
d.	Trifocal Prescription* -	\$120.00 (maximum per lens pair)
e.	Lenticular Prescription* -	\$140.00 (maximum per lens pair)
f.	Frames -	\$65.00 (maximum per standard set)
g.	Contact Lens Prescription -	\$80.00 (maximum per lens pair)

\*includes tints and polarized lenses

F. Cash in lieu of Medical Insurance

1. Blue Cross/Blue Shield hospitalization and medical insurance (full family, single or double) shall be provided based on individual situations and number of dependents. Those teachers receiving less hospitalization and medical coverage than that to which they are entitled shall receive thirty-five percent (35%) of the savings in the individual premium in cash or a tax-sheltered annuity.
2. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Act.
3. All teachers shall receive full dental and vision coverage.

## ARTICLE XI - TEACHER EVALUATION

### A. Purpose

1. The primary purpose of teacher evaluation is to promote the professional growth of the individual teacher through an appraisal of strengths and weaknesses and to determine the progress being accomplished toward a professional performance.
2. The secondary purpose is to assist the teacher in the identification of his strengths and weaknesses in the teaching process.

### B. Responsibility

1. The building principal shall have the responsibility for the evaluation of all teachers under his general supervision. Secondary principals may delegate a portion of this responsibility to assistant principals. The Superintendent and Assistant Superintendent may also participate in the teacher evaluation process. In such evaluations all monitoring or observations of teachers shall be conducted openly. The Director of Community Education is responsible for evaluation of the AB & HSC staff.
2. The teacher has the responsibility for continuous self-appraisal in relation to areas of effective professional competence. This responsibility may be accomplished in several ways, such as:
  - a. Self-appraisal through appropriate discussion and/or peer assessment techniques with fellow staff members.
  - b. Private self-appraisal through individually developed techniques and/or the utilization of worthwhile student assessment methods.
  - c. Confidential teacher-initiated self-appraisal with principal and/or an immediate supervisor.

C. The performance of all teachers shall be evaluated in writing and, among other things, will be based on classroom observation, the teacher's observable interaction with students, and pertinent parental concerns which have been communicated to the evaluator and teacher (said communication given to the teacher within one working day after receipt by evaluator). In addition, the evaluator shall base his evaluation on whatever other professional criteria he deems as pertinent to the evaluation process and goals. The teacher shall be provided a copy of the evaluation instrument at the beginning of the school year.

D. The performance of all teachers shall be evaluated in writing as follows:

1. Probationary teachers shall be evaluated not less than twice per school year based, in part, on at least two (2) classroom observations. The evaluation shall be completed each semester by December 20th and April 15th, unless illness, injury or absence of the evaluator makes such deadlines not feasible. The probationary period for new teachers shall be a period of four (4) years. Tenured teachers previously employed by another school district will be placed on probation for a period of not more than two (2) years. K-12 teachers are tenured in K-12 only; AB & HSC teachers are tenured in AB & HSC only. School Social Workers shall be subject to a twenty-four-

calendar-month probation period. From the date of hire, a school social worker will not receive teacher tenure except as prescribed by law.

2. For probationary teacher evaluations or the unsatisfactory evaluation of a tenured teacher, the evaluator shall provide the teacher with an Individualized Development Plan (IDP) developed by the evaluator in consultation with the teacher. The evaluator shall indicate in writing the area(s) of deficiency and those steps necessary for improvement. A third evaluation may be conducted by the evaluator if he deems it in the best interest for improving the teacher's performance.
3. Tenured teachers must be evaluated formally not less than once every three (3) years. When feasible, the evaluation must take place by May 15 of the applicable school year. Tenured teachers may not waive the required evaluation.
4. Three (3) copies of the evaluation shall be given to the teacher for his information and review. Upon completion of the joint review the teacher shall sign all copies of the evaluation and may signify that he agrees or does not agree with the content. During the tenure of the teacher in that building, the principal shall keep one copy on file in the building for future reference by the teacher and/or administration. The original evaluation shall be forwarded to the superintendent's office. The remaining copy shall be given to the teacher.
5. The content of teacher evaluations shall be subject to the grievance procedure. All teachers have the right to review the contents of their personnel files. Teachers also have the right to request the removal of inaccurate information and to attach a written response to any item in their personnel files. Such personnel file review shall be made by appointment and in the company of the administrator (or agent) responsible for the safekeeping of such files. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempt from such review may be removed from the file prior to review by the teacher.
6. School Social Workers shall be formally evaluated each year prior to May 15 by the assigned building administrator. Failure to do so shall indicate that the School Social Worker's work is satisfactory.

## ARTICLE XII - MENTOR TEACHING

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School code and shall perform the duties of a Master Teacher as specified in the Code. The Mentor Teacher shall be a member of the bargaining unit unless the Association and the Board mutually agree to a retired teacher or a college professor.
- B. Each bargaining unit member in his/her first three years in the classroom shall be assigned a Mentor Teacher in accordance with state mandates requiring Master Teachers. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:
1. The Mentor Teacher shall be a tenured member of the bargaining unit or a retired teacher or professor and have completed the Pathwise Framework Induction mentoring program.
  2. Participation as a Mentor Teacher shall be voluntary.
  3. The Administration shall immediately notify the Association of those members requiring the assignment of a mentor. The Association may assist with recruitment or by providing a list of teachers interested in serving as Mentor Teachers.
  4. The Administration shall notify the Association when a Mentor Teacher is matched with the bargaining unit member requiring a Mentor (the "Mentee"). The assignment of the Mentor Teacher shall be finalized by the Administration within twenty (20) work days of the notification.
  5. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and who have the same area of certification.
  6. Only one Mentee shall be assigned to one Mentor at a time.
  7. The Mentor Teacher assignment shall be for three (3) school years and subject to annual Administrative review in May.
  8. The Mentor Teacher shall be paid according to Appendix C.
- D. Because the purpose of the Mentor/Mentee relationship is to acclimate the bargaining unit member and to provide necessary assistance toward the goal of quality instruction, the Board and the Association agree that the information gained in this relationship shall not be a matter included in the evaluation of the Mentor Teacher or of the Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee except as any other teacher would be required under the terms of this contract.



- E. Upon request of the Mentor Teacher and the Mentee, the Administration may make available reasonable release time so that the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day.
  
- F. As mandated by the state, Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. In the event that this training is not scheduled within the parameters of the regular school day, the Mentee shall be compensated at the current curriculum hourly rate (Article V, Section M). The probationary teacher within their first semester will receive the Pathwise Day One training.

### ARTICLE XIII - RETIREMENT

- A. The Board of Education shall notify the Association and all teachers before March 1 if a retirement incentive is to be offered for the current school year. However, if the Board decides after March 1 to offer a retirement incentive at the end of the current school year, all teachers who have previously stated their intentions to retire effective at the end of that school year shall be offered the same retirement incentive.
  
- B. Terminal leave payment will be paid to retiring teachers who have twenty (20) or more years of service to the district. A terminal leave payment of one hundred dollars (\$100.00) per year will be made for each year served teaching full-time in the system, or fifty dollars (\$50.00) for each unused sick day, whichever amount is greater. Teachers who taught part-time prior to July 1, 1995, will receive pro-rata amounts equal to the fraction of their years of part-time teaching in the bargaining unit. HSC teachers will be credited service beginning with their first day of hire as a certified teacher with the District.
  
- C. Unless the teacher is accepting a retirement incentive from the Board, a letter of resignation shall be submitted to the superintendent not later than March 1 of the retirement year in order to receive a terminal leave payment.

#### **ARTICLE XIV - 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 assault upon a teacher that had its inception in a school-centered problem shall be reported as soon as possible, in writing, to the Superintendent and the appropriate building principal. In the event of such an assault, the teacher involved may request assistance of the Board in the matter. These requests shall be made in writing to the Superintendent. The Superintendent with the appropriate building principal shall make a determination as to whether the conduct of the teacher has been within the scope of Board policy and, as such, justifies any assistance from the Board and the extent thereof. The decision of the Superintendent is final.
- C. The Board shall, upon recommendation of the Superintendent, 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 property, or on school-related functions, unless such loss or damage is caused by the negligence of the teacher or by an act of God. Requests for reimbursement under this section shall be submitted to the Superintendent of Schools in writing.
- D. In any instance where a teacher is accused of physical abuse of a student, the administration will communicate such complaint to the teacher within one (1) working day where practical. The administrator will conduct an objective investigation of all charges.

**ARTICLE XV - WAIVER CLAUSE**

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 XVI - PROFESSIONAL QUALIFICATIONS AND BEHAVIOR

A. It shall be the responsibility of each teacher employed by the School District to present and maintain the certification as required by the State of Michigan for teaching within the District.

B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, breaches of this Contract, deficiencies in professional performance, violations of discipline or other deficiencies by a teacher reflect adversely upon the teaching profession as a whole and create undesirable conditions to the school building.

The teacher may expect that discipline will follow a step-by-step process. It is understood that the progression in these steps would result from the repeated occurrence of a similar offense. The principal may refer to previous warnings or reprimands in cases of frequent offenses.

1. A teacher will be informed in the principal's office when a concern arises.
2. Written warning by the principal.
3. Written reprimand by the principal.
4. Suspension without pay.
5. Proceedings to begin possible dismissal.

A teacher shall be notified of any complaint or charge against him within three (3) school days of the point in time when the principal is informed of said complaint or charge.

Any charge against a teacher should be specific. The administrator should indicate the area(s) of deficiency and state, in writing, the steps necessary for improvement.

In extreme cases, where the teacher's continued presence in the classroom may create a risk to the students, staff or facilities, the principal may go to an advanced step. If that occurs, the principal must define his/her reasons in writing at the time he/she initiates the advanced step.

The Association agrees that it shall cooperate with the administration in an effort to correct any of the above-mentioned breaches of professional behavior.

C. Any discipline, reprimand, suspension with or without pay, demotion or discharge as above specified shall be for cause. Non-renewal of probationary teachers shall not be discipline. It is expressly understood, however, that notices of unsatisfactory work pursuant to the Michigan Teacher's Tenure Act shall not be subject to the grievance procedure. Whenever any proceeding is instituted under the Michigan Teachers' Tenure Act, any related grievances pending at that time shall forthwith be dismissed, since the teacher is accorded certain rights under the Teachers' Tenure Act. Other forms of discipline may be subject to the grievance procedure.

D. Employees may review contents of their personnel file consistent with state law. No material may be placed in a teacher's file without his/her knowledge.

- E. The Board will provide advance notification, verbally or by mail, to the teacher should their personnel file be requested under the Freedom of Information Act. Such advance notice provision shall not prevent the district from complying with time limits set forth in the Act. The employee will be provided the opportunity to review the contents before the release of the file and may request CEA representation in this review. Information released will comply with the Freedom of Information Act and the Bullard-Plawecki Employee Right to Know Act.**

**ARTICLE XVII - PROFESSIONAL RESPONSIBILITIES FOR CONTINUATION OF THE  
EDUCATION PROGRAM**

The Association and the Board of Education recognize that the cessation or interruption of professional services by teachers as defined in current state law 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 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.

## ARTICLE XVIII - GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms 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 termination of services or failure to re-employ any teacher to a position on the extra duty schedule.
  3. Those areas for which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- B. Written grievances (see Appendix D for form) 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 substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

- C. 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.

D. Step One: Supervisor - Informal Level

In the event that a teacher or the Association believes that a grievable incident has occurred, the teacher or the Association shall request a meeting with the supervisor within ten (10) working days of the occurrence of such grievable incident or knowledge of the occurrence. If the supervisor fails to resolve the grievance or refuses to provide such meeting within ten (10) working days of the request, the claim or complaint may be formalized in writing as provided hereunder.

E. Step Two: Supervisor - Formal Written Level

If the grievance is not resolved in Step One, the grievance may be formalized as a Formal Written Grievance (see Appendix D for form). A Formal Written Grievance shall be submitted within ten (10) working days of the meeting between the supervisor and the affected teacher or within twenty (20) working days of the occurrence if no Step One meeting is held. A copy of the grievance shall be submitted to the Association and the affected supervisor. The immediate supervisor shall within ten (10) working days of



receipt of a written grievance render a written decision. A copy of this decision shall be forwarded to the grievant and the Association.

F. Step Three: Superintendent Level

If the grievance is not resolved at Step Two or if the supervisor has not made a disposition within ten (10) working days of receipt of the Formal Written Grievance, the grievant or the Association shall transmit the Formal Written Grievance to the superintendent within ten (10) working days. The superintendent (or his designee) shall meet with the parties on the grievance within ten (10) working days after the grievance has been submitted. The superintendent shall, within ten (10) working days of the conclusion of the meeting, render a written decision thereof and send copies to the supervisor, grievant, and the Association.

G. Step Four: Board Level

If the grievant is not satisfied with the disposition of the grievance at Step Three, or if the superintendent has not made a disposition within ten (10) working days of the meeting, the Formal Written Grievance shall be transmitted to the Board of Education within ten (10) working days. Within ten (10) working days, a Committee of the Board shall meet with the grievant concerning the grievance. The Board Committee shall make a recommendation concerning the disposition of the grievance to the full Board at the next regularly scheduled meeting.

H. Step Five: Arbitration

If the grievance is not satisfactorily resolved at Step Four, the Association may, within ten (10) working days of the date of receipt of the Board's final disposition of the grievance, submit an appeal for binding arbitration to the American Arbitration Association (AAA). The rules of the AAA shall govern the selection of the arbitrator. Should the teacher fail to institute the grievance within the time limits specified, all further proceedings shall be barred. The time limits specified herein may only be extended by mutual written and signed agreement.

I. Step Six: Pre-hearing

Neither party to the grievance may raise a new defense or grounds at Step Five which have not been raised previously or disclosed at other written levels. Each party shall submit to the other party not less than thirty (30) working days prior to the Arbitration hearing, a pre-hearing statement alleging facts, grounds and defenses which will be raised at the hearing. A conference will be held at that time in an attempt to settle the grievance.

J. 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:

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish salary scales or change any salary.
3. 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.

4. 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.
5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule in writing upon arbitrability before proceeding to the merits of the case.
6. The fees and expenses of the arbitration 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. Teachers who appear as witnesses may use unused personal days. In these cases, the Association agrees to pay the cost of substitute teachers.
7. Both parties agree to be bound by the award of the arbitrator, subject only to legal remedies afforded by courts of competent jurisdiction.

K. Claims for Back Pay - All grievances must be filed in writing within ten (10) working days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages accruing and due an individual teacher covering more than forty-five (45) work days.

1. 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.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

L. 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.

M. Working days shall be defined as those days the central administrative offices are open for business.

## ARTICLE XIX - MISCELLANEOUS PROVISIONS

- A. 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.
- B. 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. The Board and the CEA shall mutually agree to the selection of a printer and the propriety of the charges before printing takes place.
- C. 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.
- D. 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.
- E. If any provisions of this Agreement or application thereof are found to be contrary to the requirement of excellence of the North Central Association 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.
- F. The Board of Education shall have the final determination in setting the yearly school calendar. The school administration shall consult with and receive input from the Association prior to the superintendent's recommendation of the calendar to the Board.
- G. Extracurricular schedules will be based on the BA Step 1.
- Note: A subcommittee will review extracurricular for realignment, deletions and additions.
- H. If the State continues to penalize districts not making up inclement weather days, the following plan will be used for these make ups. In accordance with the Revised State School Aid Act 94 of 1979, Section 388.1701 (4), the first 30 hours for which pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, or state health authorities, shall be counted as hours of pupil instruction. This will be done with no additional pay for teachers. AB & HSC teachers may be required to make up days in accordance with rules governing the State Rules for operation of their program. When all district schools are closed because of inclement weather or an act of God, teachers are not required or expected to report for work. When an individual building is closed, teachers in that building may be required to report for work.
1. If inclement weather days occur at a time that would allow any or all of the following days to be used for make up, these days will be used:

January Post-service Day	1
Midwinter Break Day	1
In-service Day(s)	1 or 2
June Post-service Days	2

2. If the above days do not provide adequate make-up time, Spring Vacation Days will be used.
3. In the extreme situation where all of the above days are not adequate make-up time, up to five (5) days may be scheduled at the close of the normal calendar.
4. Should these days not provide the necessary time, the Board and Association agree to return to the table to resolve the problem.

**ARTICLE XX - DURATION AND RATIFICATION OF AGREEMENT**

- A. This Agreement shall become effective beginning at 12:01 a.m., July 1, 2004, and shall continue in full force and effect until 12:01 a.m., July 1, 2007. Upon written notice given on or before March 1, 2007, 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 the Board of Education and by 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. Any article or section of the Contract may be re-opened during the life of the Contract upon mutual agreement of the Association and the Board of Education.
- D. The parties agree to reopen Article X and Appendices A, B, & C for 2005-2006 and 2006-2007.
- E. This Agreement has been ratified by the Board of Education and by the Coldwater Education Association.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives as of the 22<sup>nd</sup> day of November, 2004

**COLDWATER EDUCATION ASSOC.**

Brian Hovter  
President

Mary Kinnee  
Secretary

Diane F. Langan, UO  
Diane Langan, MEA Uniser Director

Coldwater Education Association  
Negotiations Team:

John Petzko  
Robert Hostetler  
Jeff Schorfhaar  
Krista Searls  
John Howk

**COLDWATER BOARD OF EDUCATION**

Sandra Sexton  
President

Robert Jenson  
Secretary

Coldwater Board of Education  
Negotiations Team:

Gerald A. Peregord, Superintendent  
Laura L. Ash, Chief Financial Officer

## APPENDIX A SALARY SCHEDULE

It is understood that college or university credit hours determine placement on the various salary schedule categories. These categories will be:

1. Bachelor's Degree
2. Bachelor's Degree plus 20 hours
3. Master's Degree
4. Master's Degree plus 15 hours

- A. For placement on the Bachelor's degree plus twenty (20) scale, the teacher must be a holder of twenty (20) semester or thirty (30) term hours of graduate credit beyond the Bachelor's degree. For the duration of this Master Agreement, placement for the teacher on the BA plus 20 hours schedule may be implemented during the contractual year subject to the teacher submitting an appropriate official transcript of records from the designated college or university granting graduate degrees.
- B. For placement on the Master's degree scale, the teacher must be a holder of the Master's degree. For the duration of this Master Agreement, placement for the teacher on the MA schedule may be implemented during the contractual year subject to the teacher submitting an appropriate official transcript of record from an institution granting graduate degrees.
- C. For placement on the Master's degree plus fifteen (15) scale, the teacher must be a holder of fifteen (15) semester or twenty-four (24) term hours of graduate credit beyond the Master's degree. For the duration of this Master Agreement, placement for the teacher on the MA plus 15 hours schedule may be implemented during the contractual year subject to the teacher submitting an appropriate official transcript of record from a designated college or university granting graduate degrees. Beginning with the 2005-2006 school year, Master's level courses must be completed after the attainment of the Master's Degree to be compensated under this provision. Employees who have taken graduate level courses beyond those required for their Master's Degree should compile a list and submit to the Superintendent's Office for compensation consideration to be advanced to the MA plus schedule. Materials must be received in the Superintendent's Office by June 1, 2005.
- D. Teachers who have begun employment after the start of the school year shall qualify for one-half year of service credit if at least sixty (60) teaching days are served during said contract year in no more than two distinct segments of at least thirty-five (35) days each. The teacher will receive a full year of service credit if at least one hundred sixty (160) teaching days are served in said contract year. At the discretion of the teacher, days served may include sick-leave days.
- E. Undergraduate credits will be accepted for advancement when the following steps are followed:
- \_\_\_ prior approval of the class is given by the superintendent;
  - \_\_\_ the class is directly related to the teaching area as determined by the principal; and
  - \_\_\_ all grade records are presented for the teacher's personnel file.

F. To qualify for placement on the BA plus 20, Master's, and Master's plus 15 scales all required course work must be complete and submitted to the Superintendent's Office by September 1<sup>st</sup> and January 15<sup>th</sup> to advance on the appropriate salary schedule.

G. Longevity payment will be made according to the following guidelines:

1. At the completion of the 16.00th fiscal year through 21.50 years of service will be paid an additional 2.5%.
2. At the beginning of the 21.51st fiscal year through 29.50 years of service will be paid an additional 2.75%.
3. At the beginning of the 29.51st fiscal year, and more years of service, will be paid an additional 3.25%.
4. Payments will be spread equally upon election of twenty-one (21) or twenty-six (26) pay periods beginning with the fiscal year 2005-2006.
5. Compensation for longevity will be computed by multiplying the salary for the top step of the respective salary category (11+1%, 12+1%, or 13+1% as determined by the teacher's educational level) by the longevity percentage for the total years of service.

## SALARY SCHEDULE: BLENDED FOR 2004-05 SCHOOL YEAR

Beginning contract ratification through August 12, 2005

	1.0125	1.0125	1.0125	1.0125
STEP	BA	BA+20	MA	MA+15
1	\$35,114	\$36,859	\$38,606	\$40,353
2	\$36,859	\$38,606	\$40,353	\$42,102
3	\$38,606	\$40,353	\$42,102	\$43,848
4	\$40,353	\$42,102	\$43,848	\$45,594
4 ½	\$41,228			
5	\$42,102	\$43,848	\$45,594	\$47,342
5 ½	\$42,975			
6	\$43,848	\$45,594	\$47,342	\$49,086
6 ½				\$49,961
7	\$45,594	\$47,342	\$49,086	\$50,835
8	\$47,342	\$49,086	\$50,835	\$52,584
8 1/2			\$51,709	
9	\$49,086	\$50,835	\$52,584	\$54,327
9 ½			\$53,456	
10	\$50,835	\$52,584	\$54,327	\$56,075
11	\$52,584	\$54,327	\$56,075	\$57,826
11+1%	\$53,110			
11 ½				\$58,698
12		\$56,075	\$57,826	\$59,570
12+1%		\$56,636		
12 ½			\$58,699	
13			\$59,570	\$61,317
13+1%			\$60,166	\$61,931

### LONGEVITY

16-21.5	2.50%	\$1,328	\$1,416	\$1,504	\$1,548
21.51-29.50	2.75%	\$1,461	\$1,557	\$1,655	\$1,703
29.51+	3.25%	\$1,726	\$1,841	\$1,955	\$2,013



**COLDWATER COMMUNITY SCHOOLS  
SALARY SCHEDULE 2005-06 SCHOOL YEAR**

Step	2%	2%	2%	2%
	BA	BA+20	MA	MA+15
1	\$ 35,904	\$ 37,689	\$ 39,475	\$ 41,262
	\$ 36,797			
2	\$ 37,689	\$ 39,475	\$ 41,262	\$ 43,050
3	\$ 39,475	\$ 41,262	\$ 43,050	\$ 44,836
4	\$ 41,262	\$ 43,050	\$ 44,836	\$ 46,620
5	\$ 43,050	\$ 44,836	\$ 46,620	\$ 48,408
	\$ 43,943			
6	\$ 44,836	\$ 46,620	\$ 48,408	\$ 50,191
	\$ 45,728			\$ 51,085
7	\$ 46,620	\$ 48,408	\$ 50,191	\$ 51,979
				\$ 52,874
8	\$ 48,408	\$ 50,191	\$ 51,979	\$ 53,768
9	\$ 50,191	\$ 51,979	\$ 53,768	\$ 55,550
			\$ 54,659	
10	\$ 51,979	\$ 53,768	\$ 55,550	\$ 57,338
			\$ 56,444	
11	\$ 53,768	\$ 55,550	\$ 57,338	\$ 59,128
11+1%	\$ 54,306			
		\$ 56,445		
12		\$ 57,338	\$ 59,128	\$ 60,912
12+1%		\$ 57,912		
12.5			\$ 60,021	\$ 61,805
13			\$ 60,912	\$ 62,697
13+1%			\$ 61,520	\$ 63,325

**Longevity Schedule**

16-21.50	\$ 1,358	\$ 1,448	\$ 1,538	\$ 1,583
21.51-29.50	\$ 1,493	\$ 1,593	\$ 1,692	\$ 1,741
29.51-3+	\$ 1,765	\$ 1,882	\$ 1,999	\$ 2,058

**COLDWATER COMMUNITY SCHOOLS  
SALARY SCHEDULE 2006-07 SCHOOL YEAR**

Step	2.25%	2.25%	2.25%	2.25%
	BA	BA+20	MA	MA+15
1	\$ 36,712 \$ 37,625	\$ 38,537	\$ 40,363	\$ 42,190
2	\$ 38,537	\$ 40,363	\$ 42,190	\$ 44,019
3	\$ 40,363	\$ 42,190	\$ 44,019	\$ 45,845
4	\$ 42,190	\$ 44,019	\$ 45,845	\$ 47,669
5	\$ 44,019	\$ 45,845	\$ 47,669	\$ 49,497
6	\$ 44,932	\$ 47,669	\$ 49,497	\$ 51,320
	\$ 45,845			
7	\$ 46,757	\$ 49,497	\$ 51,320	\$ 53,149
	\$ 47,669			
8	\$ 49,497	\$ 51,320	\$ 53,149	\$ 54,978
9	\$ 51,320	\$ 53,149	\$ 54,978	\$ 56,800
10	\$ 53,149	\$ 54,978	\$ 55,889	\$ 58,628
11	\$ 54,978	\$ 56,800	\$ 56,800	\$ 60,458
11+1%	\$ 55,528	\$ 57,715		
12		\$ 58,628	\$ 60,458	\$ 62,283
12+1%		\$ 59,215		
13			\$ 61,371	\$ 64,108
13+1%			\$ 62,283	
			\$ 62,904	\$ 64,750

**Longevity Schedule**

16-21.50	\$ 1,388	\$ 1,480	\$ 1,573	\$ 1,619
21.51-29.50	\$ 1,527	\$ 1,628	\$ 1,730	\$ 1,781
29.51-3+	\$ 1,805	\$ 1,924	\$ 2,044	\$ 2,104

# SALARY SCHEDULE: 2005-06 SCHOOL YEAR

Beginning first teacher report day in August 2005

STEP	1.0150 BA	1.0150 BA+20	1.0150 MA	1.0150 MA+15
1	\$35,200	\$36,950	\$38,701	\$40,453
2	\$36,950	\$38,701	\$40,453	\$42,206
3	\$38,701	\$40,453	\$42,206	\$43,957
4	\$40,453	\$42,206	\$43,957	\$45,706
4 ½	\$41,330			
5	\$42,206	\$43,957	\$45,706	\$47,459
5 ½	\$43,082			
6	\$43,957	\$45,706	\$47,459	\$49,207
6 ½				\$50,084
7	\$45,706	\$47,459	\$49,207	\$50,960
8	\$47,459	\$49,207	\$50,960	\$52,714
8 /12			\$51,837	
9	\$49,207	\$50,960	\$52,714	\$54,461
9 ½			\$53,588	
10	\$50,960	\$52,714	\$54,461	\$56,214
11	\$52,714	\$54,461	\$56,214	\$57,969
11+1%	\$53,241			
11 ½				\$58,844
12		\$56,214	\$57,969	\$59,718
12+1%		\$56,776		
12 ½			\$58,844	
13			\$59,718	\$61,468
13+1%			\$60,314	\$62,083

## LONGEVITY

16-21.5	2.50%	\$1,331	\$1,419	\$1,508	\$1,552
21.61-29.50	2.75%	\$1,464	\$1,561	\$1,659	\$1,707
29.51+	3.25%	\$1,730	\$1,845	\$1,960	\$2,018

**APPENDIX B**  
**SCHEDULE OF REMUNERATION FOR ATHLETIC EXTRA-DUTY ASSIGNMENTS**

These extra duty salaries are based on a percentage of the BA Step 1 level.

The payments shall be per the schedule below. Positions listed will be filled or left vacant at the sole discretion of the Board of Education. All positions shall first be made available to members of the CEA who meet qualifications. If no member of the CEA fills the assignment, the board may offer such assignment to a non-bargaining unit individual. All extra-duty positions are non-tenured and are subject to annual reassignment or termination. All assignments may be terminated for any reason satisfactory to the Board of Education.

An evaluation committee of three (3) teachers and three (3) administrators shall be formed to establish the percentage factors for any new positions not included on this extra-duty schedule.

By mutual consent of the Board and the CEA, the percentages listed above may be negotiated during the duration of this contract, if circumstances occur which may cause the above listed factors to change.

POSITION TITLE	2004-05 PERCENTAGE BASE \$35,114
Head Football	17.82
Assistant Football	10.32
Head Basketball	17.82
Assistant Basketball	10.32
Legg Basketball	7.03
Head Wrestling	13.13
Assistant Wrestling	7.50
Legg Wrestling	5.16
Head Baseball	13.13
Assistant Baseball	7.03
Head Softball	12.19
Assistant Softball	7.03
Head Gymnastics	11.26
Assistant Gymnastics	7.03
Head Track	12.19
Assistant Track	7.03
Legg Track	5.16
Head Volleyball	11.82
Assistant Volleyball	7.03
Legg Volleyball	5.16
Head Cross Country	9.38
Legg Cross Country	4.22
Head Tennis	9.38
Assistant Tennis	5.63
Legg Tennis	3.75
Head Golf	8.44
Head Soccer	9.38
Assistant Soccer	5.63
Legg Soccer	3.75
Legg Athletic Coordinator	10.79
Head Cheerleading	6.09
Legg Cheerleading	4.69

## APPENDIX C

### SCHEDULE OF REMUNERATION FOR NON-ATHLETIC EXTRA-DUTY ASSIGNMENTS

These extra duty salaries are based on a percentage of the BA Step 1 level.

The payments shall be per the schedule below. Positions listed will be filled or left vacant at the sole discretion of the Board of Education. All positions shall first be made available to members of the CEA who meet qualifications. If no member of the CEA fills the assignment, the board may offer such assignment to a non-bargaining unit individual. All extra-duty positions are non-tenured and are subject to annual reassignment or termination. All assignments may be terminated for any reason satisfactory to the Board of Education. An evaluation committee of three (3) teachers and three (3) administrators shall be formed to establish the percentage factors for any new positions not included on this extra-duty schedule. By mutual consent of the Board and the CEA, the percentages listed above may be negotiated during the duration of this contract, if circumstances occur which may cause the above listed factors to change.

POSITION TITLE	2004-05 PERCENTAGE BASE \$35,114
Marching Band	9.38
Marching Band Assistant	4.69
Flag Corp	6.56
Concessions	9.85
Musical Productions	
Musical Director	2.81
Musical Producer	4.69
Musical Music	2.81
Musical Choreographer	1.88
Legg Producer/Director	4.69
Instrumental	9.38
Legg Instrumental	6.56
HS Yearbook (no scheduled class)	9.38
HS Yearbook (scheduled class)	4.69
Legg Yearbook	4.69
Alternative Ed Yearbook	2.34
Balladiers (no scheduled class)	7.03
Balladiers (scheduled class)	
Vocal Music CHS	6.56
Vocal Music LMS	5.63
Mirror (no scheduled class)	4.69
Mirror (scheduled class)	
Student Council Advisor CHS	6.56
Student Council Advisor LMS	6.56
Student Council Advisor Elem	2.81
MS Science Olympiad	2.81
Elementary Science Olympiad	2.81

**APPENDIX C (continued)**  
**SCHEDULE OF REMUNERATION FOR NON-ATHLETIC EXTRA-DUTY ASSIGNMENTS**

POSITION TITLE	2004-05 PERCENTAGE BASE \$35,114
Department Heads	4.69
Mentor Teacher 1 <sup>st</sup> Year	2.81
Mentor Teacher 2 <sup>nd</sup> Year	2.34
Mentor Teacher 3 <sup>rd</sup> Year	1.88
Intramural HS Volleyball	2.81
Intramural HS Basketball	2.81
Intramural MS Fall	2.81
Intramural MS Winter	2.81
Intramural MS Spring	2.81
CHS Clubs	2.34
LMS Clubs	2.34
Youth in Government	2.81
Senior Class Advisor	3.75
Junior Class Advisor	3.28
Sophomore Class Advisor	2.81
Freshman Class Advisor	2.81
Magazine Sales (paid from receipts)	2.34
LMS Lead (paid from grant)	2.81
Service Squad	1.88
Safety Patrol	1.88
NCA Chairs K-5	2.34
NCA Chair - LMS	3.75
NCA Chair - CHS	4.69
Tech Coordinator - Elem/Frank	3.75
Tech Coordinator - LMS	5.63
Community Relations Coord.	2.81
Community Relations MS/HS	3.75
Community Relations Athletics	3.75

## **APPENDIX D: AB & HSC SALARY SCHEDULES**

The salaries set forth in this schedule are applied to the AB & HSC teachers for the Coldwater Community Schools. Teachers who qualify for pay under this Article will be paid by the hour at rate shown below. The normal work-year for full-time is thirty-four (34) weeks, four (4) days per week, at seven (7) hours per day.

Sixty (60) minutes of planning time will be allotted for five (5) hours of instruction.

Full time instructors will be recognized as per contract.

The planning assignment schedule will be at the discretion of the Adult Education Director.

All full-time AB & HSC teachers who have previously advanced through all the steps on the AB & HSC salary schedule shall advance to the BA scale of Appendix A for the current school year. All full-time AB & HSC teachers who have advanced to the salary schedule of Appendix A shall advance in seniority on the BA scale, moving up one year for each year of service.

**APPENDIX E:  
Grievance Report Form  
Coldwater Community Schools**

Grievance # \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Date Filed \_\_\_\_\_

Building \_\_\_\_\_

Assignment \_\_\_\_\_

**STEP 1**

A. Date Cause or Knowledge of Grievance Occurred \_\_\_\_\_

B. Date of Request for Informal Meeting with Supervisor \_\_\_\_\_

C. Date of Informal Meeting with Supervisor \_\_\_\_\_

**STEP 2**

A. 1. Statement of Grievance\* \_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
Signature Date

B. Disposition of Supervisor/Principal \_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Disposition of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\*If additional space is needed for Statement of Grievance (Step 2, Section A), attach additional sheet.



**STEP 3**

A. Date received by Superintendent or Designee \_\_\_\_\_

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP 4**

A. Date Received by Board of Education \_\_\_\_\_

B. Recommendation of Board Committee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and or Association \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP 5**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX F:  
Coldwater Community Schools  
Camping Program**

The fifth grade program for Coldwater Community Schools may include a camping program that is required for all fifth grade students and teachers. However, because of the unique nature of this program, the District has agreed to provide Comp Time for time accrued after the regular school day, to be used in the same way as Personal Days are used.