

MASTER AGREEMENT

BETWEEN THE

COLDWATER COMMUNITY SCHOOLS

BOARD OF EDUCATION

AND THE

**COLDWATER EDUCATION
ASSOCIATION**

2007 - 2010

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	8
ARTICLE VII	TEACHING CONDITIONS	11
ARTICLE VIII	VACANCIES, POSTINGS, STAFF REDUCTION, SENIORITY, AND TRANSFERS	13
ARTICLE IX	LEAVES OF ABSENCE	18
ARTICLE X	INSURANCE PROTECTION	24
ARTICLE XI	TEACHER EVALUATION	26
ARTICLE XII	MENTOR TEACHING	28
ARTICLE XIII	RETIREMENT	30
ARTICLE XIV	PROTECTION OF TEACHERS	31
ARTICLE XV	WAIVER CLAUSE	32
ARTICLE XVI	PROFESSIONAL QUALIFICATIONS AND BEHAVIOR	33
ARTICLE XVII	PROFESSIONAL RESPONSIBILITIES FOR CONTINUATION OF THE EDUCATIONAL PROGRAM	38
ARTICLE XVIII	GRIEVANCE PROCEDURE	36
ARTICLE XIX	MISCELLANEOUS PROVISIONS	39
ARTICLE XX	DURATION AND RATIFICATION OF AGREEMENT	40
APPENDIX A	SALARY SCHEDULE	41
APPENDIX B	SCHEDULE OF REMUNERATION FOR ATHLETIC EXTRA-DUTY ASSIGNMENTS	45
APPENDIX C	SCHEDULE OF REMUNERATION FOR NON-ATHLETIC EXTRA-DUTY ASSIGNMENTS	46
APPENDIX D	GRIEVANCE REPORT FORM	48
APPENDIX E	FIFTH GRADE CAMPING PROGRAM	50

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, and school social workers, but excluding substitutes, per diem appointment teachers, and non-regularly employed part-time teachers, administrators, supervisors, casual employees, and volunteers of the Adult 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. 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.
- 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.

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 a committee representing 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 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, 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, 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.
 - 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.
 - C. When a teacher is assigned an additional academic class above the normal teaching load, he will be compensated on pro-rata amount of his annual base salary.
 - D. 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 approved by the building principal and business office will be allowed.
 - F. Compensation is based upon the number of contractual days. 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.
 - G. Basic salaries for teacher 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.
 - H. Compensation for extra-duty assignments outside the normal teaching load shall be paid in accordance with Appendix B and/or Appendix C. 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. Teachers who, at the superintendent's request, agree to do curriculum development work outside the school day will be compensated at the rate of \$28 (twenty-eight 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.
 - J. 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 or extracurricular assignment.

- K. Credit for military service and/or Peace Corps service may 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.
- L. 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.
- M. Teachers who are called upon to assist for classroom coverage as determined by the building administrator will be paid at the rate of \$28.00 (twenty-eight dollars) per hour while undertaking the assignment. Time will be calculated in one-quarter hour increments (one-quarter hour minimum) rounded to the next quarter-hour. Teachers shall be required to assist during hourly classroom coverage.

In lieu of monetary compensation, a teacher may choose to convert the classroom coverage time into equivalent sick time.
- N. At the end of each semester, a teacher who achieves perfect attendance will receive \$100.00 (one hundred dollars). Perfect attendance is defined as having no absences other than for school related business (i.e., conferences, athletic draws and events, contract association days, etc.)
- O. Absent an emergency, substitute teachers will be hired for elementary vocal music, Art, Library and physical education teachers when said teachers are absent.
- P. 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).
- Q. 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 pre-service, professional development, and post-service days as determined by the negotiated calendar. In recognition of the extra effort expended by teachers, access to their buildings will be made available during the summer months whenever possible.

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 time allocated for instructional planning and completing responsibilities inherent to one's teaching position and is free from assigned duties. 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. "Professional Development days" are paid workdays within the negotiated calendar 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 time required by the State.
5. "Post-service days" are paid workdays after the last student contact day each semester/trimester and are to be used to finalize grades, update records, or to perform other activities necessary for the closure of a semester/trimester. 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" for high school and middle school teachers shall commence ten (10) minutes prior to the start of the instructional day and end ten (10) minutes after the end of their instructional day. The "teacher workday" for elementary teachers shall commence ten (10) minutes prior to the start of the instructional day and end five (5) minutes after the end of their instructional day. It is understood that these times before and after school are to remain free from assigned duties. However, there is an expectation that teachers will provide general supervision. If teachers are assigned duties during these times, they will be compensated as per Article V – Section L.

Each teacher shall be assigned a minimum of three hundred ten (310) 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. Assignments:

1. Assignments shall be made at the discretion of the administration and within the area of the teacher's competency and certification in accordance with the No Child Left Behind Act. 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. All teachers shall be given written notice of their teaching assignments (including room assignments where applicable) for the forthcoming school year no later than one week prior to the last teacher contract day. 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.

E. General faculty meetings are intended as a means of communication between administration and staff. Staff representatives and the principal may cooperate in setting agenda, location, frequency, and length of such meetings.

1. Normally, general faculty meetings will not exceed twenty (20) per year in number, excluding in-service, grade level, departmental, and emergency meetings. Scheduled open-houses or 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/her designee, shall be considered as general faculty meetings and subject to the provisions of the contract. Attendance at general 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. Itinerant teachers will attend a proportional number of meetings in both or all buildings to which they are assigned as agreed to by the principals involved. Excessive use of faculty meetings should be discouraged. It is understood that grade level meetings will not exceed 4 per school year and will be compensated per Article V, Section I.

2. Generally, staff meetings shall not exceed a duration of 60 minutes.

F. 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 practical. 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.

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	16-25
First & Second Grade	18-26
Third Grade	20-30
Fourth and Fifth	25-30

The upper limit of the class size ranges should be considered as maximum. After the fall count, if the class size exceeds the upper limit listed above, a 2.5 hour per day paraprofessional will be hired to assist the students in core academic subjects as soon as a qualified applicant can be hired or reassigned. During any teacher planning time, the paraprofessional will either go to the exposure classes (physical education, music, etc.) with the class or perform other duties as specified by the administration. If classroom numbers decrease to a number within the recommended limits, the paraprofessional may be reassigned by the administration. Article VII, Section B.1. should be adhered to within the limits of adequacy of funds and the availability of qualified staff and school facilities.

2. 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>Suggested Maximum</u>
6-12 Co-Taught	28
6-12 PE	38
6-12 Performing Arts	No Maximum
6-12 All other classes	34

Article VII, Section B.2. should be adhered to within the limits of adequacy of funds, and the availability of qualified staff and school facilities.

3. 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.

4. Each Elementary School Social Worker shall be assigned to a maximum of two (2) elementary buildings. 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 chairperson for the building principal's consideration. The department chairperson shall serve as instructional liaison between the teachers and the department and the school administration. Such chairperson shall not be considered a supervisory employee.
- H. Any teacher selected as a department chairperson shall be remunerated according to the extra-duty schedule attached.
- I. In order to provide adequate general supervision of the building, the following guidelines will apply:
 - 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 a building administrator is absent from his/her post for more than ten (10) 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 \$50.00 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.
- J. 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.
- K. Principals may institute professional development during the school hours. Implementation of such programs shall be subject to the approval of the Superintendent of Schools.

ARTICLE VIII - VACANCIES, POSTINGS, STAFF REDUCTION, SENIORITY, AND TRANSFERS

A. 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 all bargaining unit members by posting such vacancies at each building and posting such vacancies on the school district website. A temporary assignment may be made by the administration before the vacancy is filled if needed.
2. During the calendar year, as vacancies or new positions occur within the bargaining unit, the Board shall provide for 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. 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.
3. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position. 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. The position shall be filled permanently prior to the next school year.
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 highly qualified staff person is available and no highly qualified staff person is on layoff.

B. 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 all bargaining unit members.
2. Teachers who desire to apply for the position shall file their applications, in writing, with the Superintendent. The Superintendent shall consider all applications. 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 will be considered.

C. Job Posting(s)

1. Vacant or new positions will be posted. The positions will be posted in the Administration Office, on the primary district web site, and at all buildings (including the faculty/staff lounges). No permanent appointment to such position shall be made until twelve (12) calendar days have elapsed following posting of said notice.
2. If clarification of said posting is needed, the administrator listed on the posting should be contacted.

3. Employees interested in applying for posted vacancies are required to submit a current copy of their résumé and a cover letter including the following: The position for which they are applying, their relevant work experience, skills, and education. Applications should be sent to the building principal or administrator as indicated on the vacancy posting.
4. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure should be followed:
 - a. Teachers with specific interest in possible vacancies will notify the Administration Office of their interest, in writing, during the last regular week of school and shall include a summer address, email address, and telephone number.
 - b. Should a vacancy occur, an announcement of the vacancy will be sent by first class mail, email, or phone call to the teachers who have expressed an interest in said position or similar position. The position will also be posted on the primary district web site.
 - c. 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.
5. It is understood that when a bargaining unit member leaves the bargaining unit to fill a supervisory, administrative or executive position within the district, he/she will not accumulate seniority within the bargaining unit. A supervisor, administrator, or executive from within the district returning to the bargaining unit will be returned at the seniority level at which he/she left the bargaining unit.

D. Staff Reduction

1. If the Board shall find it necessary to reduce staff, layoff will be brought about, after discussion with Bargaining Unit Officers, 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. Seniority

Seniority for all purposes under the Agreement shall be defined as the length of unbroken service within the bargaining unit beginning with the first date of hire or transfer into the bargaining unit. The first date of hire shall be defined as the first day teachers report to work of that school year or when a teacher enters the bargaining unit any day after the first date of hire. All bargaining unit seniority is lost when employment is severed by resignation, retirement, and transfer out of the bargaining unit and/or discharge for cause, with the exception of Article VIII, Section C-5. Employees on unpaid leave shall not accumulate seniority. Employees on lay-off shall continue to accumulate seniority. Unpaid leave shall be defined as more than 90 days (91 full days or more) during a school year.

The seniority list shall be published with notation of certification/approvals of each bargaining unit member and posted conspicuously in the area of each building reserved for bargaining unit members' use as well as being placed in the general office of each building for review by October 1st of each school year. Errors, omissions, and/or deletions in or to the seniority list must be reported to the Superintendent no later than November 1st. A revised seniority list will be published no later than December 1st and posted as stated above.

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 numbered papers 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 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 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.
 - 7) 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.
 - 8) 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.
 - 9) 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.
 - 10) 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.
 - 11) The Double Draw tie-breaking procedure, as described above, shall be conducted on the day of new teacher orientation or the first day of hire as defined in Article VIII D.1.a
- b. It is understood that probationary teachers will be laid off first where a tenured teacher in the district is employed who is certified and highly 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.
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 determined by seniority provided the teacher is certified and highly qualified for the position.
 - 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 for which the teacher is certified and highly qualified. (See Article VIII Section D.4.a for time limits.)
 - c. If a teacher is hired by the Board in a full time position, and then, has an assignment change to a part time position, and is a tenured teacher, that teacher will have the right to the first available open full time position for which they are certified and highly qualified.
 - d. The current status of a teacher's qualifications are to be certified and highly qualified at the time the position is posted. If the district is unable to recruit and hire a certified and highly qualified teacher, a person on layoff will be offered the opportunity to take the position if temporary emergency approval is granted by the state for this position.
 - e. In the event of elimination of Social Workers positions, layoff and recall will be based on seniority specifically within the bargaining unit.

E. Transfers

1. Definition of Transfer:

"Transfer" shall mean relocation of teaching personnel to another building and/or a change in assignment affecting a change in building or grade level.

2. Administrative/Involuntary Transfer:

It shall be the responsibility of the Superintendent, where possible, to effect transfers in full communication with all parties affected. Reason for the transfer shall be made known to the employee.

3. Voluntary Transfers:

Teachers desiring transfers to positions that may become vacant must comply with the following:

- a. A written request for transfer must be submitted to the Administrative Office.
- b. Vacancies that occur between a semester/trimester will not be filled until the following semester/trimester except when deemed appropriate by the administration.

4. A teacher transferred from a position will be given special consideration to reclaim a substantially equivalent position when it becomes available.

- F. **Teachers on layoff who have tenure within the district with greater seniority may bump into a position held by a non-tenured teacher if the tenured teacher is certified and highly qualified for the position into 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.
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.

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, 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.
 - i. 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 eighty dollars (\$80) 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.
 - j. 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. Any unused personal time, at the end of each school year, will be added as hours to the teacher's sick leave total.
3. 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 at the sole discretion of the Superintendent.
4. It is understood that when teachers use unused personal leave time for arbitration cases, the Association will pay the cost of substitute teachers.
5. A teacher may apply to use accumulated sick days as personal days. Granting of this shall be done at the sole discretion of the Superintendent.

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 family member, 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, brother-in-law, son-in-law, or daughter-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 or where such teacher is responsible for funeral arrangements or in the event that a teacher is asked to serve as a pallbearer, the superintendent 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

Tenured 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 may grant a leave of absence without pay to any tenured 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. In-Service Education Leave

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."

M. Family and Medical Leave Act (FMLA) of 1993

1. Any full-time or part-time employee who meets the criteria under 2a below 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:
 - a. The birth or adoption of a child or placement of a foster child in the employee's care, regardless of the child's age.
 - b. Serious illness of an employee's spouse, parent or child who is under the age of eighteen (18) or handicapped.
 - c. Employee's own serious health condition.

2. 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.
 3. 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.
- N. 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.
- O. It is understood that an approved paid leave of absence is exclusive. Employees on such leave may not supplant these days with other paid leave days for the duration of the initial leave. For example, but not limited to, an employee on approved paid medical leave may not take a bereavement leave during the duration of the initial medical leave.
- P. 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.

ARTICLE X - INSURANCE PROTECTION

- A. 1. The Board of Education will provide a PPO provided by Blue Cross/Blue Shield hospitalization and medical insurance including 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. 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. 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 reimbursement for a one-time submission of up to \$75 in co-pay costs incurred July 1st through June 30th. All prescription/office receipts must be submitted to Infinisource at one time, no later than June 30th each year. 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 as described below:

Type I	Preventative Services	75% Coverage / annual maximum of \$800
Type II	Restorative & Replacement Services	50% Coverage / annual maximum of \$800
Type III	Orthodontia Services	50% Coverage / lifetime maximum of \$800

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.
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. 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.

E. Process: The Pathwise Observation Program will be the basis for teacher evaluation.

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 I). 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 two hundred dollars (\$200.00) per year will be made for each year served teaching full-time in the system, or eighty dollars (\$80) 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.
- 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. A teacher will be informed within the confines of the administrator's office when a concern arises.

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 administrator may refer to previous warnings or reprimands in cases of frequent offenses. The teacher has the right to have a CEA Association Representative present throughout the discipline process.

1. Verbal warning by the administrator.
2. Written warning by the administrator.
3. Written reprimand by the administrator.
4. Suspension with or without pay.
5. Proceedings to begin possible dismissal.

A teacher shall be notified of any complaint or charge against him within five (5) school days of the point in time when the administrator 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 administrator may place the teacher on paid administrative leave and will notify the teacher in writing.

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. The Board of Education shall have the final determination in setting the yearly school calendar. The school administration shall bargain with the Association prior to the superintendent's recommendation of the calendar to the Board.
- F. Extracurricular schedules will be based on the BA Step 1.

Note: A subcommittee will review extracurricular for realignment, deletions and additions.
- G. 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. 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.

If inclement weather days occur causing the district to make up hours of instruction, the Board agrees to negotiate with the CEA as to how that time will be made up.

ARTICLE XX - DURATION AND RATIFICATION OF AGREEMENT


- A. This Agreement shall become effective beginning at 12:01 a.m., July 1, 2007, and shall continue in full force and effect until 12:01 a.m., June 30, 2010. Upon written notice given on or before March 1, 2010, 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 2009-2010.
- 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 25th day of February, 2008.

COLDWATER EDUCATION ASSOCIATION



President

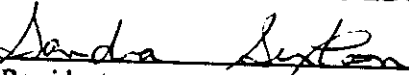


Secretary

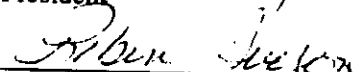


MEA Uniserve Director

COLDWATER BOARD OF EDUCATION



President



Secretary

Coldwater Education Association
Negotiations Team:

John Petzko
Robert Hostetler
Shirley Clevenger
Andy Rossow
John Howk
Krista Searls

Coldwater Board of Education
Negotiations Team:

Milli Haug
David Disler
Ronald Drzewicki
Dianne VandenHout

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. 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.
- 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 1st and January 15th 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.
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.

**COLDWATER COMMUNITY SCHOOLS
SALARY SCHEDULE 2007-08 SCHOOL YEAR**

	1.25%	1.25%	1.25%	1.25%
Step	BA	BA+20	MA	MA+15
1	\$ 37,171 \$ 38,095	\$ 39,019	\$ 40,868	\$ 42,717
2	\$ 39,019	\$ 40,868	\$ 42,717	\$ 44,569
3	\$ 40,868	\$ 42,717	\$ 44,569	\$ 46,418
4	\$ 42,717	\$ 44,569	\$ 46,418	\$ 48,265
5	\$ 44,569 \$ 45,494	\$ 46,418	\$ 48,265	\$ 50,116
6	\$ 46,418 \$ 47,341	\$ 48,265	\$ 50,116	\$ 51,962 \$ 52,888
7	\$ 48,265	\$ 50,116	\$ 51,962	\$ 53,813 \$ 54,740
8	\$ 50,116	\$ 51,962	\$ 53,813	\$ 55,665
9	\$ 51,962	\$ 53,813	\$ 55,665 \$ 56,588	\$ 57,510
10	\$ 53,813	\$ 55,665	\$ 57,510 \$ 58,435	\$ 59,361
11	\$ 55,665	\$ 57,510	\$ 59,361	\$ 61,214
11+1%	\$ 56,222			
12		\$ 58,436 \$ 59,361	\$ 61,214	\$ 63,062
12+1%		\$ 59,955		
13			\$ 62,138 \$ 63,062	\$ 64,909
13+1%			\$ 63,690	\$ 65,559
Longevity Schedule				
16-21.50	\$ 1,405	\$ 1,499	\$ 1,593	\$ 1,639
21.51-29.50	\$ 1,546	\$ 1,648	\$ 1,752	\$ 1,803
29.51-3+	\$ 1,828	\$ 1,948	\$ 2,070	\$ 2,130

**COLDWATER COMMUNITY SCHOOLS
SALARY SCHEDULE 2008-09 SCHOOL YEAR**

Step	1.00%	1.00%	1.00%	1.00%
	BA	BA+20	MA	MA+15
1	\$ 37,543 \$ 38,476	\$ 39,409	\$ 41,277	\$ 43,144
2	\$ 39,409	\$ 41,277	\$ 43,144	\$ 45,015
3	\$ 41,277	\$ 43,144	\$ 45,015	\$ 46,882
4	\$ 43,144	\$ 45,015	\$ 46,882	\$ 48,748
5	\$ 45,015 \$ 45,949	\$ 46,882	\$ 48,748	\$ 50,617
6	\$ 46,882 \$ 47,814	\$ 48,748	\$ 50,617	\$ 52,482 \$ 53,417
7	\$ 48,748	\$ 50,617	\$ 52,482	\$ 54,351 \$ 55,287
8	\$ 50,617	\$ 52,482	\$ 54,351	\$ 56,222
9	\$ 52,482	\$ 54,351	\$ 56,222 \$ 57,154	\$ 58,085
10	\$ 54,351	\$ 56,222	\$ 58,085 \$ 59,019	\$ 59,955
11	\$ 56,222	\$ 58,085	\$ 59,955	\$ 61,826
11+1%	\$ 56,784			
		\$ 59,020		
12		\$ 59,955	\$ 61,826	\$ 63,693
12+1%		\$ 60,555		
			\$ 62,759	
13			\$ 63,693	\$ 65,558
13+1%			\$ 64,327	\$ 66,215

Longevity Schedule

16-21.50	\$ 1,419	\$ 1,513	\$ 1,609	\$ 1,656
21.51-29.50	\$ 1,562	\$ 1,665	\$ 1,769	\$ 1,821
29.51-3+	\$ 1,846	\$ 1,968	\$ 2,090	\$ 2,152

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 shall be posted, filled, or left vacant at the sole discretion of the Board of Education. The following criteria will be observed:

1. All posted positions shall first be made available to members of the CEA who meet the posted qualifications. If no member of the CEA fills the assignment, the board may offer such assignment to a non-bargaining unit individual. The Varsity coach in that sport, in conjunction with the Athletic Director, will recommend assignment of assistant coaches as long as the above criteria are followed.
2. All people holding an Appendix B position will be evaluated on an annual basis and may be terminated for any reason satisfactory to the Board of Education. All Appendix B extra-duty positions are non-tenured.

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 below may be negotiated during the duration of this contract if circumstances occur which may cause the above listed factors to change.

POSITION TITLE	PERCENTAGE BASE BA 1 Level
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 shall be posted, filled or left vacant at the sole discretion of the Board of Education. The following criteria will be observed:

1. All posted positions shall first be made available to members of the CEA who meet the posted qualifications. If no member of the CEA fills the assignment, the board may offer such assignment to a non-bargaining unit individual.
2. All people holding an Appendix C position will be evaluated on an annual basis and may be terminated for any reason satisfactory to the Board of Education. All Appendix C extra-duty positions are non-tenured.

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 below may be negotiated during the duration of this contract, if circumstances occur which may cause the above listed factors to change.

POSITION TITLE	PERCENTAGE	
	BASE	BA 1 Level
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

POSITION TITLE	PERCENTAGE BASE BA I Level
Department Heads	4.69
Mentor Teacher 1 st Year	2.81
Mentor Teacher 2 nd Year	2.34
Mentor Teacher 3 rd 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 STAND (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
School Improvement Chairs K-5	2.34
School Improvement Chair - LMS	3.75
School Improvement Chair - CHS	4.69
School Improvement Chair - Franklin	2.34
Tech Coordinator - Elem/Frank	3.75
Tech Coordinator - LMS	5.63
Tech Coordinator - CHS	5.63
Community Relations Coord.	2.81
Community Relations MS/HS	3.75
Community Relations Athletics	3.75
LMS Youth in Government	1.88

**APPENDIX D:
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 E:
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.

