

MASTER AGREEMENT
BETWEEN THE
COLDWATER COMMUNITY SCHOOLS
BOARD OF EDUCATION
and the
COLDWATER EDUCATION ASSOCIATION
07-1-18 through 06-30-21

TABLE OF CONTENTS

| | |
|--|-------|
| ARTICLE I RECOGNITION | 3 |
| ARTICLE II TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES | 4 |
| ARTICLE III BOARD RIGHTS | 5 |
| ARTICLE IV PROFESSIONAL COMPENSATION | 6-7 |
| ARTICLE V TEACHING HOURS AND ASSIGNMENTS | 8-9 |
| ARTICLE VI TEACHING CONDITIONS | 10-11 |
| ARTICLE VII SENIORITY | 12 |
| ARTICLE VIII LEAVES OF ABSENCE | 13-19 |
| ARTICLE IX INSURANCE PROTECTION | 20 |
| ARTICLE X TEACHER EVALUATION | 21 |
| ARTICLE XI MENTOR TEACHING | 22 |
| ARTICLE XII RETIREMENT | 23 |
| ARTICLE XIII PROTECTION OF TEACHERS | 24 |
| ARTICLE XIV WAIVER CLAUSE | 25 |
| ARTICLE XV DISCIPLINE AND DISCHARGE | 26 |
| ARTICLE XVI PROFESSIONAL RESPONSIBILITIES FOR CONTINUATION OF THE EDUCATIONAL PROGRAM | 27 |
| ARTICLE XVII GRIEVANCE PROCEDURE | 28-30 |
| ARTICLE XVIII MISCELLANEOUS PROVISIONS | 31 |
| ARTICLE XIX DURATION AND RATIFICATION OF AGREEMENT | 32 |
| APPENDIX A SALARY SCHEDULE | 33-34 |
| APPENDIX B SCHEDULE OF REMUNERATION FOR ATHLETIC EXTRA-DUTY ASSIGNMENTS | 35-36 |
| APPENDIX C SCHEDULE OF REMUNERATION FOR NON-ATHLETIC EXTRA-DUTY ASSIGNMENTS | 37-38 |
| APPENDIX D GRIEVANCE REPORT FORM | 39-40 |
| APPENDIX E EMPLOYEE ABSENCE FORM | 41 |
| APPENDIX F MENTOR GUIDELINES | 43 |

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 including certified teachers, social workers and counselors and singular shall include plural.

2. The term "the 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.

ARTICLE II - TEACHER RESPONSIBILITIES AND ASSOCIATION RIGHTS

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). The Association and its agents will provide the district information requested necessary for negotiations and grievances, as required by PERA.

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 professional duty of each teacher is to use his/her skill and expertise in the most effective and proper manner to improve the quality of the educational process in the Coldwater Community Schools.

E. The 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.

F. Teachers will have access to his/her building during the summer months.

ARTICLE III - 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.

ARTICLE IV - 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. **R-18**

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, will be compensated on pro-rata amount of his/her 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 budget, teachers may be released for educational conferences. If such teacher is released to attend the educational conference, the teacher shall receive no pay loss. Expenses approved by the employer will be allowed.

R-18

F. Compensation is based upon the number of contractual days. For a teacher's absence not chargeable to the absences permitted in Article VIII, there shall be deducted from the teacher's salary a per diem share of the annual contract salary. **R-18**

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. Based on the teacher's election, their choice will remain in effect for all future school years unless the-teacher notifies the payroll office by August 1 of the upcoming school year. **R-18**

H. Compensation for extra-duty assignments outside the normal teaching load shall be paid in accordance with Appendix B and/or Appendix C. The teacher shall have the right to decline extra-duty assignments, except where such duties directly relate to teaching assignments such as band and choir. **R-18**

I. Teachers who, at the superintendent's request, agree to do curriculum development work outside the school day, and/or calendar year, 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. **R-18** Teachers, who at the superintendent's request, attend professional development outside the school day, and/or calendar year, will be compensated at the rate of \$100.00 per six hours/ prorated for partial days. **N-18**

J. When initially hired, 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. 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. **R-18**

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. Said Military service credit will be granted on the basis of record of honorable discharge. **R-18**

L. Initial placement on the salary schedule shall not be subject to the grievance procedure.

M. Teachers traveling from building to building within the district, while conducting school business, shall be reimbursed at the rate per mile given to administrators. 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. **R-18**

N. Teachers who are called upon to assist for classroom coverage by the building administration will be paid at the rate of \$28.00 (twenty-eight dollars) per hour. 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 in hourly classroom coverage during their planning time when directed by their building administrator. **R-18** Elementary teachers will be paid \$28.00 a day or \$14.00 a half day when they are required to split up another teachers class due to the lack of a substitute teacher. **N-18**

O. At the end of each semester, a teacher who misses no more than two (2) school days during that semester will receive \$200.00 (two hundred dollars). To receive this stipend, the teacher used no more than two days for other than school related business (i.e., conferences, athletic draws and events, contract association days, etc.) **R-18**

P. Substitute teachers will be hired if the certified teacher is absent a half day or more, for elementary enrichment teachers when said teachers are absent. **R-18**

Q. Teachers with less than a full-time assignment will be classified part-time. Part-time teachers will have a prorated salary and fringe benefits, provided the teacher works at least half time. **R-18**

R. The Board will reimburse-teachers up to \$150 per semester credit hour for six (6) hours in a two (2) year period for pre-approved course work provided that the teacher receives a minimum of a "B" grade. **R-18**

S. Building and district teams may be established by the administration to promote continuous district/school improvement. When teams are required to meet outside of the school day or calendar year, team members will be compensated at the rate of \$100.00 per six hours/prorated for partial days. The number of hours and other conditions of the work will be agreed upon by the team members and the Superintendent prior to the work time. **N-18**

ARTICLE V - TEACHING HOURS AND ASSIGNMENTS

A. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. To this end, the teacher should maintain practices inherent in his profession such as: (1) carefully written daily preparation; (2) attendance at staff meetings and (3) encouraged participation in activities of the school and community.

R-18

B. The school year shall include one (1) pre-service, professional development, and one-half (½) post-service days as determined by the negotiated calendar and three (3) additional evening events to include (i.e, open houses, orientations, graduations, and student celebrations) outside the negotiated calendar as determined by the building principal. The three (3) additional evening events will be determined and shared on building calendars at the start of each school year. **R-18**

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 and is free from student supervision responsibilities. Thirty-five (35) minutes of PLC time shall be considered planning. Teachers will have at least fifty (50) minutes of planning each student day, in addition to PLC time. **R-18**

3. “Pre-service time” is paid work time before the first student contact day which the teacher will use for planning and the preparation of individual workstations. This time will be no longer than the teacher work day.

4. “Professional Development time” is paid work time within the negotiated calendar year. Students shall be excused from all identified classes, and teachers shall be provided with activities for professional development. This time will be no longer than the teacher work day.

5. “Post-service time” is paid time 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. This time will be no longer than the teacher work day.

6. “Instructional time” 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 hours, or as provided through collective bargaining.

7. “Early release PLC teamwork” is time allocated for collaborative meetings, free from student supervision, in order to discuss data, share strategies and work on curriculum within the contract day. PLC time is seventy-five (75) minutes and may include up to three (3) PD days. Teachers will not require compensation for these three (3) days of PD. **N-18**

8. The “teacher workday”, including social workers/counselors, shall extend a total of twenty (20) minutes either before or after the start of the instructional day. These 20 minutes shall be considered student supervision and is on a rotational basis for teachers. Each building’s administrator will determine the needs of the building when determining before or after school supervision. A committee of teachers and the building administrator will determine the supervision schedule. Any additional time beyond this, as determined by the principal, will be paid at \$20.00 per hour. **R-18**

9. Each certified teacher, excluding social workers/counselors, shall be assigned a minimum of two hundred eighty-five (285) 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) except on board-approved professional development days. **R-18**

10. 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.

11. The school social worker’s/counselor’s day shall include a daily thirty (30)-minute duty-free lunch except on board-approved professional development days. Assignment and schedule flexibility for counselors, social workers and interventionists will be determined by need and subject to administrative review upon request of the assigned administrator. **R-18**

12. The teacher “work year” will not exceed 186 days Monday through Friday. Secondary work day is six (6) hours and fifty (50) minutes. Elementary work day is seven (7) hours. This excludes a thirty (30) minute duty-free lunch. **N-18**

D. Assignments:

1. Assignments shall be made at the discretion of the Administration and within the area of the teacher's competency and certification.

E. CEA Teacher Building Meetings:

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

2. General faculty meetings will not exceed sixteen (16) per year in number, excluding in- service, grade level, departmental, and emergency meetings. 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.

3. Staff meetings shall not exceed a duration of 60 minutes. **R-18**

F. Principals will prepare non-instructional duty schedules and make assignments with the exception of lunchroom duty.

ARTICLE VI - TEACHING CONDITIONS

A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of educational environment. **R-18**

B. 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:

| Grade | Suggested Maximum |
|----------------------|-------------------|
| Young 5's | 20 or less |
| Kindergarten | 26 |
| First & Second Grade | 28 |
| Third Grade | 30 |
| Fourth and Fifth | 30 |

| Grade | Suggested Maximum |
|----------------------|----------------------|
| 6-12 Co-Taught | 28 |
| 6-12 PE | 38 |
| 6-12 Performing Arts | No Maximum |
| 6-12 | All other classes 34 |

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

C. The Board will continue its effort to keep the schools reasonably and properly equipped and maintained.

D. The Board shall make available in each new school building or school building hereafter remodeled: an adequate lunchroom, 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. 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.

F. 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 VII – SENIORITY – R-18

A. Seniority

1. Seniority 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. 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. **R-18**
2. The updated seniority list shall be published with notation of certification/approvals of each employee and emailed to employees. **R-18** Employees shall file objections to the seniority list with 10 days, thereafter the list shall be final and conclusive. **N-18**
3. All teachers deemed to have the same date of hire shall be placed on the seniority list based upon the highest last four digits of the employees social security number. The teacher with the highest last four digits shall be placed as the more senior.

ARTICLE VIII - 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 the mother, father, child, husband, wife, sister, brother, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the teacher or the grandfather or grandmother of the teacher's spouse, significant other, or any IRS dependent.

2. Sick leave allowances granted above shall be subject to the following conditions:

a. Each day of sick leave shall accrue as of the first day of the month during the school year beginning with August and ending with May. If a teacher shall use days in advance of accrual, an adjustment in pay shall be made as of the close of the school year, or upon termination of the teacher's employment, if prior to the end of the school year.

b. Teachers shall be required to notify the building principal, or other designated authority, in the event of an absence due to personal, critical, or emergency illnesses, ninety (90) minutes prior to the beginning of each school's instructional day of the expected day of absence so that a substitute may be obtained, unless circumstances make such notification impossible or unreasonable. In order to be eligible for payment for the date of absence without notification to the principal or designate at the time herein before specified, it will be necessary for the teacher to file with the principal a written statement concerning the reasons for the failure to notify. Based upon said reason or reasons, the principal shall have the discretion to waive notification.

c. In the case of an extended absence for personal illness or disability, a teacher may use sick leave days, unpaid leave days, or a combination thereof. When a teacher desires to have such an absence construed as a leave of absence, or a combination of sick leave days and a leave of absence, the Superintendent must be notified in writing. Such leaves, wherever practical, should coincide with the beginning of a semester or grading period.

d. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay for the duration of the illness, for a period of time up to the balance of the contract year.

e. When a teacher is on unpaid leave due to personal illness and has exhausted the Family Medical Leave Act (FMLA) provisions, insurance benefits will be continued only until the end of the month in which the unpaid leave began except that the teacher may be entitled to certain insurance premiums that the Board is obligated to pay as a result of the requirements of the Family and Medical Leave Act (FMLA). Such benefits may be extended at the discretion of the superintendent. A teacher on FMLA who fails to return on his own volition shall reimburse the district the health insurance premiums paid. **N-18**

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/her teaching position or to a position of like nature and status, whenever possible.

i. Sick day accrual shall be capped at one hundred eighty (180) days. Those teachers who have accumulated more than 180 days by June 1, 2010 will be grandfathered in and capped at their current agreed-upon number.

j. A teacher may opt to receive remuneration for unused sick days and personal days, accumulated by June 1 of the current school year at the rate of \$80 per day up to a maximum of thirteen (13) days. If a teacher chooses the "remuneration for unused sick and or personal 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 and paid out by the end of the district's fiscal year.

The board agrees to pay for and provide a long-term disability policy for each teacher. **R-18**

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.

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 but a teacher is not required to give a reason for the use of a personal day, except in the event of suspected misuse. 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. A teacher hired after the completion of the first semester will receive 1.5 personal days for the remainder of the school year. **R-18**
2. Any unused personal time, at the end of each school year, will be added as hours to the teacher's sick leave total or paid out as remuneration as per Article VIII Section A-2j. **R-18**
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.

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 significant other, or any IRS dependent. 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. Such days of absence shall not be deducted from a teachers personal/sick days. **R-18**

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 may, upon proper application, be given a leave of absence without pay or increment for a period of one (1) year. **R-18**

G. Military Service Leave

A leave of absence for military service shall be granted in accordance with state and federal law.

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 stated: **R-18**

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/she would have received had he/she 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/her 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 with the school district but 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 regular daily rate of pay and the pay received for the performance of such obligation. 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. **R-18**

K. Association Business Leave

1. 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/her designee of the CEA.

2. 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.

3. 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.

L. In-Service Education Leave

Teachers may 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 employees 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.
- d. Other reasons as specified under FMLA.

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.

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/her unused sick leave restored. During any leave a teacher, at his/her own expense, may continue his/her 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 IX – INSURANCE PROTECTION

A. 1. The Board of Education will provide a PPO provided by Blue Cross/Blue Shield hospitalization and medical insurance including a \$500/1000 deductible and a \$20.00 per office visit co-pay; chiropractic and urgent care; \$100 emergency room; and a Saver RX drug prescription co-pay card. Coldwater Community Schools will make its Section 125 Cafeteria Plan available so that the premium will be deducted from pre-tax income. **R-18**

Employees shall pay 20% of the health insurance premium by payroll deduction.

2. The district will provide a dental and vision program through BC/BS:

Dental: Traditional Plus Dental Coverage – 80% / 1000 Vision: BCBS / VSP 2 Silver. **R-18**

Employees shall pay 3% of the dental and vision insurance premiums.

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 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. (Part-time for Article IX only shall be defined as having a 50% or greater teaching assignment.) **R-18**

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. Long term disability of 66 2/3% up to \$6,000 per month shall be provided.

1. Blue Cross/Blue Shield hospitalization and medical insurance (family, 2-person, or single) shall be provided based on individual situations and number of dependents. **R-18**

2. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Act.

ARTICLE X - TEACHER EVALUATION

Teacher evaluations currently correlate with state requirements and mandates. Should state requirements and/or mandates change, evaluation section of contract will be renegotiated. **N-18**

ARTICLE XI - MENTOR TEACHING

A. Mentor Teacher shall be defined as a Master Teacher per Section 1526 of the School Code. **R-18**

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. The Mentor Teacher shall be available to provide professional support, instruction and guidance in a non-threatening collegial fashion. **R-18**

C. A Mentor Teacher shall be assigned as follows: **R-18**

1. Participation as a Mentor Teacher shall be voluntary.

2. The Administration shall immediately notify the Association of those members requiring the assignment of a mentor. The Administration shall assign mentors from a list of available teachers who are willing to participate in the program.

3. Only one Mentee shall be assigned to one Mentor at a time.

4. The Mentor Teacher assignment shall be for three (3) school years and subject to annual Administrative review in May.

5. The Mentor Teacher shall be paid according to Appendix F. **R-18**

D. The Board and the Association will mutually agree upon Mentor Teacher guidelines. *See Appendix F for Mentor Teacher guidelines. **N-18**

E. 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 professional development hourly rate (Article IV, Section I).

ARTICLE XII - RETIREMENT

A. The Board of Education shall notify the Association and all teachers before April 1 if a retirement incentive is to be offered for the current school year. However, if the Board decides after April 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 April 1 of the retirement year in order to receive a terminal leave payment.

ARTICLE XIII - PROTECTION OF TEACHERS

A. The Board recognizes its responsibility to give 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 steps to assist the teacher with respect to such pupil.

R-18

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. **R-18**

C. The School Board shall, upon recommendation of the Superintendent, reimburse a teacher for any damage or destruction to or theft of clothing or personal vehicle while such teacher is on duty in the school, on school property, or on school-related functions, up to \$500.00 and not covered by the teachers insurance, unless such loss or damage is caused by the negligence of the teacher or by an act of God. Each teacher will be provided with the ability to lock away personal items within the teacher's classroom or office. Requests for reimbursement under this section shall be submitted to the Superintendent of Schools in writing. **R-18**

ARTICLE XIV - 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 XV - DISCIPLINE AND DISCHARGE
AS PER BOARD POLICY SECTION 3139-3140**

Board Policy is not subject to grievance R-18

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

The Association and the School Board 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 XVII - 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 or discipline or discharge any teacher. **R-18**
2. The termination of services, hiring or failure to re-employ any teacher to a position on the extra duty schedule, may be appealed to the superintendent level (Step 3).
3. Those areas for which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
4. The evaluations, lay-off and recall, assignment of teacher. R-18

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. If a grievance is not processed within the required timelines by the CEA, it shall be considered withdrawn and processed no further. If the Board does not respond to the grievance within the required timelines, the grievance shall advance to next level. 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: School 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 School 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/she shall be empowered, except as his/her 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/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this

Agreement.

2. He/She shall have no power to establish salary scales or change any salary.

3. He/She shall have no power to change any practice, policy, or rule of the School Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/Her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he/she 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/She 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. **R-18**

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 School 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 XVIII - MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede any rules, regulations or practices of the School 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. 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.

C. 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. In the event laws change affecting current contract and/or board policy, both parties agree to bargain affected issues in good faith.

D. The School Board shall have the final determination in setting the yearly school calendar. The Administration shall bargain with the Association prior to the superintendent's recommendation of the calendar to the Board.

E. 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 School Board agrees to negotiate with the CEA as to how that time will be made up.

F. If an Emergency Financial Manager is appointed by the state under PA4 of 2011, Fiscal Accountability Act, the Emergency Manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

G. It shall be the responsibility of each teacher to present and maintain the certification as required by the State of Michigan.

H. The School Board will provide advance notification, verbally or through written communication, 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. **R-18**

ARTICLE XIX - DURATION AND RATIFICATION OF AGREEMENT

A. This Agreement shall become effective, July 1, 2018, and shall continue in full force and effect until June 30, 2021. Upon written notice given after January 1, 2019, the parties agree to negotiate each year over a successor agreement concerning financial compensation and insurance. R-18

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. This Agreement has been ratified by the Board of Education and by the Coldwater Education Association.

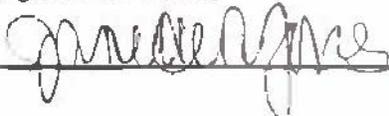
IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives as of August 20, 2018.

COLDWATER EDUCATION ASSOCIATION


President

Secretary

Coldwater Education Association
Negotiations Team:

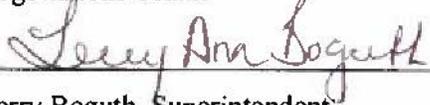


COLDWATER BOARD OF EDUCATION


President

Secretary

Coldwater Board of Education
Negotiations Team:



Terry Boguth, Superintendent

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. Placement 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. R-18

B. For placement on the Master's degree scale, the teacher must be a holder of the Master's degree. Placement may be implemented during the contractual year subject to the teacher submitting an appropriate official transcript of record from an institution granting graduate degrees. R-18

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. Placement 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. R-18

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. R-18

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 his/her content area as determined by the principal; and R-18

____ all grade records are presented for the teacher's member'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.

**COLDWATER COMMUNITY SCHOOLS SALARY SCHEDULE
2018 – 2019 SCHOOL YEAR***

| Step | BA | | BA+20 | | MA | | MA+15 |
|------|-----------|--|-----------|--|-----------|--|-----------|
| 1 | \$ 41,668 | | \$ 43,739 | | \$ 45,812 | | \$ 47,885 |
| 2 | \$ 43,739 | | \$ 45,812 | | \$ 47,885 | | \$ 49,961 |
| 3 | \$ 45,812 | | \$ 47,885 | | \$ 49,961 | | \$ 52,033 |
| 4 | \$ 47,885 | | \$ 49,961 | | \$ 52,033 | | \$ 54,104 |
| 5 | \$ 49,961 | | \$ 52,033 | | \$ 54,104 | | \$ 56,179 |
| 6 | \$ 52,033 | | \$ 54,104 | | \$ 56,179 | | \$ 58,248 |
| 7 | \$ 54,104 | | \$ 56,179 | | \$ 58,248 | | \$ 60,322 |
| 8 | \$ 56,179 | | \$ 58,248 | | \$ 60,322 | | \$ 62,400 |
| 9 | \$ 58,248 | | \$ 60,322 | | \$ 62,400 | | \$ 64,467 |
| 10 | \$ 60,322 | | \$ 62,400 | | \$ 64,467 | | \$ 66,542 |
| 11 | \$ 62,400 | | \$ 64,467 | | \$ 66,542 | | \$ 68,619 |
| 12 | \$ 63,023 | | \$ 66,542 | | \$ 68,619 | | \$ 70,690 |
| 13 | \$ 63,023 | | \$ 67,209 | | \$ 70,690 | | \$ 72,760 |
| 14 | \$ 63,023 | | \$ 67,209 | | \$ 71,395 | | \$ 73,490 |
| 15 | \$ 63,023 | | \$ 67,209 | | \$ 71,395 | | \$ 73,490 |
| 16 | \$ 64,598 | | \$ 68,889 | | \$ 73,180 | | \$ 75,328 |
| 17 | \$ 64,756 | | \$ 69,057 | | \$ 73,358 | | \$ 75,511 |
| 18 | \$ 65,071 | | \$ 69,393 | | \$ 73,715 | | \$ 75,879 |

*2% INCREASE FROM 2017 – 2018

APPENDIX B SCHEDULE OF REMUNERATION FOR ATHLETIC EXTRA-DUTY ASSIGNMENTS

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 be made available to teachers and outside candidates who meet the posted qualifications. The most qualified candidate shall be selected based on specified criteria included in the language of the posted position. 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. **R-18**
2. All people holding an Appendix B position may be evaluated on an annual basis and may be terminated for any reason satisfactory to the employer. All Appendix B extra-duty positions are non-tenured.

| POSITION TITLE: | 1st Step | 2nd Step | 3rd Step |
|------------------------|----------------------------|----------------------------|----------------------------|
| Head Football Coach | 6,000 | 6,383 | 6,790 |
| Assistant Football | 3,475 | 3,697 | 3,933 |
| Head Basketball Coach | 6,000 | 6,383 | 6,790 |
| Assistant Basketball | 3,475 | 3,697 | 3,933 |
| Legg Basketball | 2,367 | 2,518 | 2,679 |
| Head Wrestling Coach | 4,421 | 4,703 | 5,003 |
| Assistant Wrestling | 2,526 | 2,687 | 2,858 |
| Legg Wrestling | 1,737 | 1,848 | 1,966 |
| Head Baseball Coach | 4,421 | 4,703 | 5,003 |
| Assistant Baseball | 2,367 | 2,518 | 2,679 |
| Head Softball Coach | 4,104 | 4,366 | 4,645 |
| Assistant Softball | 2,367 | 2,518 | 2,679 |
| Head Gymnastics Coach | 3,792 | 4,034 | 4,291 |
| Assistant Gymnastics | 2,367 | 2,518 | 2,679 |

APPENDIX B (continued)

| POSITION TITLE: | 1st Step | 2nd Step | 3rd Step |
|---------------------------|----------------------------|----------------------------|----------------------------|
| Head Track Coach | 4,104 | 4,366 | 4,645 |
| Assistant Track | 2,367 | 2,518 | 2,679 |
| Legg Track Coach | 1,737 | 1,848 | 1,966 |
| Head Volleyball Coach | 3,980 | 4,234 | 4,504 |
| Assistant Volleyball | 2,367 | 2,518 | 2,679 |
| Legg Volleyball | 1,737 | 1,848 | 1,966 |
| Head Cross Country Coach | 3,158 | 3,360 | 3,574 |
| Legg Cross Country | 1,421 | 1,512 | 1,608 |
| Head Tennis Coach | 3,158 | 3,360 | 3,574 |
| Assistant Tennis | 1,895 | 2,016 | 2,145 |
| Legg Tennis | 1,262 | 1,343 | 1,429 |
| Head Golf Coach | 2,842 | 3,023 | 3,216 |
| Head Soccer | 3,158 | 3,360 | 3,574 |
| Assistant Soccer | 1,895 | 2,016 | 2,145 |
| Legg Soccer Coach | 1,262 | 1,343 | 1,429 |
| Legg Athletic Coordinator | 3,633 | 3,865 | 4,112 |
| Head Spirit | 2,051 | 2,182 | 2,321 |
| Assistant Spirit | 1,579 | 1,680 | 1,787 |

**If a coach returns to a previous or lesser position within ten (10) years, he/she will not be considered a new hire.*

APPENDIX C SCHEDULE OF REMUNERATION FOR NON-ATHLETIC EXTRA-DUTY ASSIGNMENTS

The payments shall be per the schedule below.

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

1. All posted positions shall be made available to teachers and outside candidates who meet the posted qualifications. The most qualified candidate shall be selected based on specified criteria included in the language of the posted position. 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 C position will be evaluated on an annual basis and may be terminated for any reason satisfactory to the employer. All Appendix C extra-duty positions are non-tenured.

| Position Title: | 1st Step | 2nd Step | 3rd Step |
|-------------------------------------|-----------------|-----------------|-----------------|
| Marching Band | 3,158 | 3,360 | 3,574 |
| Marching Band Assistant | 1,579 | 1,680 | 1,787 |
| Pep Band | 1,325 | 1,410 | 1,500 |
| Flag Corp | 1,209 | 1,350 | 1,500 |
| HS Musical | 1,944 | 2,068 | 2,200 |
| HS Musical Assistant | 884 | 940 | 1,000 |
| CHS Instrumental (+ Solo/Ensemble) | 884 | 940 | 1,000 |
| Legg Instrumental (+ Solo/Ensemble) | 884 | 940 | 1,000 |
| **HS Yearbook | 1,579 | 1,680 | 1,787 |
| **Legg Yearbook | 1,579 | 1,680 | 1,787 |
| Alternative Yearbook | 788 | 838 | 892 |

*****High School – no stipend if it’s a scheduled class***

*****Legg Yearbook – no stipend if it’s a scheduled class***

APPENDIX C (continued)

| Position Title: | 1st Step | 2nd Step | 3rdStep |
|--|----------------------------|-----------------|----------------|
| **Balladiers | 1,367 | 1,518 | 1,679 |
| Vocal Music CHS | 884 | 940 | 1,000 |
| Vocal Music LMS | 884 | 940 | 1,000 |
| **Mirror | 1,579 | 1,680 | 1,787 |
| Student Council Advisor CHS | 2,209 | 2,350 | 2,500 |
| Student Council Advisor LMS | 1,060 | 1,128 | 1,200 |
| MS Science Olympiad | 947 | 1,007 | 1,071 |
| Elementary Science Olympiad-- | 947 | 1,007 | 1,071 |
| (3rdgrade at Jefferson & Max Larsen 4th grade & 5th grade) | | | |
| *CHS Curriculum Chairs | 2,297 | 2,444 | 2,600 |
| *LMS Curriculum Chairs | 2,297 | 2,444 | 2,600 |
| *ELEM Curriculum Chairs | 2,297 | 2,444 | 2,600 |
| ***Mentor Teacher 1st Year | 1,071 | | |
| ***Mentor Teacher 2nd Year | 892 | | |
| ***Mentor Teacher 3rd Year | 716 | | |
| National Honor Society | 884 | 940 | 1,000 |
| Youth in Government-CHS | 1,447 | 1,507 | 1,571 |
| Youth in Government-LMS | 1,133 | 1,173 | 1,216 |
| Senior Class Advisor | 1,429 | | |
| Junior Class Advisor | 1,408 | | |
| Sophomore Class Advisor | 1,071 | | |
| Freshman Class Advisor | 1,071 | | |

**Curriculum Chair positions have been suspended due to PLC teams replacing the need for department chairs until the parties bargain otherwise.*

***Balladiers – no stipend if it's a scheduled class.*

***Mirror – no stipend if it's a scheduled class.*

**** Mentor Teacher – See Article F*

**APPENDIX D: COLDWATER EDUCATION ASSOCIATION Coldwater Community
Schools Grievance Report Form**

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. Article of the contract violated

3. 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 Arbitration _____

Signature: _____

Date: _____

APPENDIX E: Coldwater Community Schools Employee Absence Form

If not submitted within 2 days of return to work, the employee will NOT be paid for those days.

Submit all three copies of this report to your Principal or Supervisor, who will then submit them to the Superintendent’s Office. Copies will be distributed as follows: white copy – Payroll Dept., yellow copy – Principal or Supervisor, pink copy – Employee.

Today’s Date: _____

Employee Name: _____

Employee #: _____ Hours in Normal Day: _____

I was absent _____ request absence _____ as follows:

No. of days: _____ Dates: _____ a.m. _____ p.m. _____

Reason for absence: Requires Principal Signature: Requires ASC Approval:

Personal Illness _____ **Absent without pay _____

Family Illness _____ **Vacation _____

Personal Business _____ **Conference _____

(24 hours advance notice: CEA)

(Approval: CESP) **Personal Business _____

(To extend vacation or holiday)

Bereavement _____ Relationship? _____ **Athletics _____

Jury Duty _____

**Explanation required: _____

Personal business may not be used for vacation, outside paid employment or before or after a holiday.

_____ I understand that falsification or abuse of leave may result in denial of the leave, or discipline.

Approved _____

Employee Signature Not Approved _____

With Salary _____

Principal or Supervisor

_____ Athletic Director (if relevant)

Without Salary _____

Superintendent

APPENDIX F: Mentor Guidelines

Goal: To facilitate and encourage professional growth so a smooth and positive transition can occur into our school community.

What is a mentor?

A mentor is...

- A professional resource and confidant
- A coach
- A good listener
- Willing to learn
- A good role model
- A building block for professional development

A mentor is not...

- An evaluator
- There to pass judgment
- A negative voice

Program Outline:

Previously Tenured Staff:

- Two year participant in program, or until tenure received
- Minimum of 4 meetings per year; Mentor pay: maximum of \$500 (at rate of \$28/hour)
 - Submit hours by June 1st (and tracking documentation)
- Year 1:
 - Develop IDP: personal, professional, and PLC growth goals
 - DnA
 - Stages
 - Building mechanics: supply orders, building personnel, lunch procedures, PLC format, staff meetings, safety drills, copier, phone system, busing, building tour
 - Building programs: ie: Backpack Buddies, Focus hour, special events, etc...
- Year 2:
 - Continue IDP and refine building and program knowledge

New Teachers:

- Three year participant in the program
- Year 1:
 - Minimum of 4 meetings per year (1 hour minimum). Mentor pay: maximum of \$500 (at the rate of \$28/hour), meetings must happen outside the contract day. Recommended schedule:
 - Submit hours by June 1 (and tracking documentation)
 - 1 mentor meeting in September/October
 - Create IDP, housekeeping, set personal and professional growth goals
 - 1 mentor meeting before parent-teacher conferences
 - How to prepare for conferences, report card procedures, data collection
 - 1 mentor meeting before holiday vacation
 - How not to lose momentum after the holidays
 - 1 mentor meeting in May
 - Supply orders, closing the year
- Year 2: Minimum of 4 meetings per year; stipulations the same as above.
 - Continue IDP--modify and expand
 - Professional and personal growth goals

- Data collection, analysis, and collaboration with peers
- Year 3: Minimum of 4 meetings per year; stipulations the same as above.
 - Continue IDP--modify and expand
 - Professional and personal growth goals
 - Data collection, analysis, and collaboration with peers