

MASTER AGREEMENT
BETWEEN THE
COLDWATER COMMUNITY SCHOOLS
BOARD OF EDUCATION
and the
COLDWATER EDUCATION ASSOCIATION
07-1-21 through 06-30-2024

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ARTICLE I - RECOGNITION

- A. The Board of Education (the “Board”) of Coldwater Community Schools (“the District”), hereby recognizes the Coldwater Education Association the "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 in this Agreement, shall refer to all employees represented by the 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 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 Michigan Freedom of Information Act, of 1977, (“FOIA”), as amended, 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 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 afforded to it by law, the Constitutions of the State of Michigan, and the United States.
- D. The Association and the teachers recognize that the professional duty of each teacher is to use their skills and expertise in the most effective and proper manner to improve the quality of the educational process in the District.
- 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 1 of any school year, all 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 their 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, 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, and the use of judgment and discretion 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 Constitutions and laws of the State of Michigan and 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 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.
- 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

This section B 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.

ARTICLE VII -SENIORITY

- A. 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.
- B. 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.
- C. Unpaid leave shall be defined as more than 90 days (91 full days or more) during a school year.
- D. The updated seniority list shall be published with notation of certification/approvals of each employee and emailed to employees.
- E. Employees shall file objections to the seniority list with 10 days, thereafter the list shall be final and conclusive.
- F. 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 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 where the teacher may be entitled to certain insurance premiums that the Board is obligated to pay as a result of the requirements of (FMLA). Such benefits may be extended at the discretion of the superintendent. A teacher on FMLA who fails to return on their own volition shall reimburse the district the health insurance premiums paid.
- 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 their 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.
- k. The Board agrees to pay for and provide a long-term disability policy for each teacher.
- l. 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.
- m. 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 their physician.
- n. A teacher on leave for illness or disability who fails to return at the expiration of the leave shall be considered as having resigned.

ARTICLE IX – INSURANCE PROTECTION

A. Medical Insurance:

1. The Board of Education will create and maintain a Section 125 Cafeteria Plan that includes a Flexible Spending Account so that employee contributions will be made from pre-tax income, and payroll deducted in equal bi-weekly amounts. The Board of Education will pay 80% of the premium cost of the MESSA Package medical options described below, and provide 50% of the annual deductible funding to the employee’s “Health Equity” (HEQ) Health Savings Account (HSA) for each medical benefit plan coverage year for employees enrolling in the ABC medical plan. Employees enrolled in an HSA may not contribute to an FSA in the same medical plan year. The deductible funding will be paid in four (4) equal parts. One quarter (25%) will be paid on the first business day in January, April, July, and September. Additionally, the Board shall vote annually, as required by PA 152, to maintain this 80/20 cost-sharing provision during the life of this Agreement.

Should the employee leave the district prior to completing the three (3) month deductible funding cycle they will need to repay the pro-rata amount through payroll deduction. If a payroll deduction is not possible the District may use all other legal measures at its disposal to recoup the funds.

2. Medical Coverage Benefits: Employees will have a choice of one (1) of the following three (3) plans.
 - **MESSA Choices \$500/\$1,000, 0% Co-Insurance, Saver Rx Drug Card.
\$20 Office Visit: \$20 Specialist: \$25 Urgent Care: \$50 ER**
 - **MESSA ABC HSA Plan Plan 1 \$1,400/\$2,800 with 0% Co-Insurance, ABC Rx Drug Card.**
 - **MESSA Essentials \$375/\$750 with Co-Pay, 20% Co-Insurance, EbM Drug Card.
\$25 Office Visit: \$50 Specialist: \$50 Urgent Care: \$200 ER**
3. Employees who do not elect medical coverage will not receive ancillary benefits. At the request of the District those employees not receiving medical insurance will provide proof of medical insurance coverage that meets the minimum value and coverage of the Affordable Care Act.

A. Ancillary Benefits:

1. All other non-medical Ancillary Benefits described shall be fully paid by the employer to all employees who take insurance.
 - Dental Insurance 80/80/80/80 \$1,000 annual max. \$1,000 Orthodontic maximum
 - Vision Insurance VSP 2 Silver
 - Life Insurance \$50,000
 - AD & D Insurance \$50,000
 - Long Term Disability 66 2/3rds of max. salary, \$6,000 monthly max., social security offset-Single.

B. Optional Benefits:

1. All employees of the bargaining unit will be eligible during the open enrollment period, or during a qualifying event to sign up for Optional benefits. Selected Optional Benefits will be paid pre-tax through the 125 Cafeteria Plan.

C. Part Time Benefits:

1. Part Time teachers are defined as those who work less than one-hundred (100) percent of a full time teaching position. Since a part time position is less than one-hundred (100) percent of a full time position the district will pay for medical coverage, and ancillary insurance equal to the employees work status.

Example: An employee working forty (40) percent of the day will have forty (40) percent of their medical coverage, and ancillary insurance paid by the District.

2. In the event that an employee's full time status is involuntarily reduced to part time after the start of the school year the employee shall continue their full time benefits until the start of the next school year. Should an employee have their status reduced prior to the start of the school year they will be covered as stated in Article IX, D, 1.
3. The District at any time may "buy up" a part time employee's benefits to full time. Upon doing so the District will notify the employee and the union.

ARTICLE X - TEACHER EVALUATION

- A. Teacher evaluations currently correlate with state requirements and mandates. Should state requirements and/or mandates change, this will be renegotiated.
- B. Teachers who receive an effective or highly effective annual evaluation shall move up a step on the Appendix A Salary Schedule for the following school year. Those teachers whose step increase has no financial gain shall be paid a \$600 lump sum amount in September of the following school year.
- C. Teacher retirees who provide notice by April 1st of their retirement and are highly effective or effective on their final evaluation shall receive their stipend on their last pay of June.

ARTICLE XI - MENTOR TEACHING

- A. Mentor Teacher shall be defined as a Master Teacher per Section 1526 of the School Code.
- B. Each bargaining unit member in their first three (3) 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.
- C. A Mentor Teacher shall be assigned as follows:
 - 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.
- D. The Board and the Association will mutually agree upon Mentor Teacher guidelines. *See Appendix F for Mentor Teacher guidelines.
- 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 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 District, 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.
- 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.
- C. The 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 shall be submitted to the Superintendent in writing.

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

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

The Association and the 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 agreement. The following matters shall not be the basis of any grievance.
1. The termination of services or failure to re-employ or discipline or discharge any teacher.
 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.
- 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. Association grievances shall be signed by the Association President.
 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 agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- C. 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.
- D. The purpose of this article is to secure a settlement of a grievance as rapidly as possible. If a grievance is not processed within the required timelines by the Association, 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.
- E. 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.

F. 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.

G. 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 their 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.

H. 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 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.

I. 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.

J. 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.

- K. Powers of the Arbitrator - It shall be the function of the arbitrator and he/she shall be empowered, except as their 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. They shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
 2. They shall have no power to establish salary scales or change any salary.
 3. They shall have no power to change any practice, policy, or rule of the School Board nor to substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. Their powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and they 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. They shall have no power to decide any question that 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 so 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.
- L. Both parties agree to be bound by the award of the arbitrator, subject only to legal remedies afforded by courts of competent jurisdiction.
- M. 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.
- N. 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.
- O. 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 Agreement and/or board policy, both parties agree to bargain affected issues in good faith.
- D. The 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 of Michigan 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.
- F. If inclement weather days occur causing the district to make up hours of instruction, the School Board agrees to negotiate with the Association as to how that time will be made up.
- G. 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 their sole discretion. This authority is a prohibited subject of bargaining PERA.
- H. It shall be the responsibility of each teacher to present and maintain the certification as required by the State of Michigan.
- I. The Board will provide advance notification, verbally or through written communication, to the teacher should their personnel file be requested under FOIA. 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 Association representation in this review. Information released will comply with FOIA and the Bullard-Plawecki Employee Right to Know Act.

ARTICLE XIX - DURATION AND RATIFICATION OF AGREEMENT

- A. This Agreement shall become effective, July 1, 2021 and shall continue in full force and effect until June 30, 2024. Upon written notice given after January 1, 2024, 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 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 Agreement may be re-opened during the life of the Agreement upon mutual agreement of the Association and the Board.
- D. This Agreement has been ratified by the Board and by the Association.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives as of August 01, 2021.

COLDWATER EDUCATION ASSOCIATION

**COLDWATER BOARD OF
EDUCATION**

President

President

Secretary

Secretary

**Coldwater Education Association
Negotiations Team:**

**Coldwater Board of Education
Negotiations Team:**

Terry Boguth, Superintendent

APPENDIX A SALARY SCHEDULE

- A. 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
- B. 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.
- C. For placement on the Master's degree scale, the teacher must be a holder of the Master's degree in an education-related field. 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.
- D. 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 for compensation consideration to be advanced to the MA plus schedule.
- E. 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.
- F. Undergraduate credits will be accepted for advancement when the following steps are followed:
1. prior approval of the class is given by the superintendent;
 2. the class is directly related to their content area as determined by the principal; and
 3. all grade records are presented for the teacher's member's personnel file.
- G. 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 by September 1st and January 15th to advance on the appropriate salary schedule.

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

- A. The payments shall be per the schedule below.
- B. Positions listed shall be posted, filled or left vacant at the sole discretion of the Board. 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 employees 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	1149	1222	1300
LMS Curriculum Chairs	1149	1222	1300
ELEM Curriculum Chairs	1149	1222	1300
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		

****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 Agreement 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. Copies will be distributed as follows: white copy – to the Payroll Department yellow copy – to the Principal or Supervisor and pink copy – to the 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 1 meeting per month; 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 1 meeting per month (up to 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 1 meeting per month (up to 1 hour minimum); 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 1 meeting per month((up to 1 hour minimum); stipulations the same as above.
 - Continue IDP--modify and expand
 - Professional and personal growth goals
 - Data collection, analysis, and collaboration with peers

CALENDAR

2021-22

Coldwater Community School Calendar
180 Student Days - 1098 Hours - 5 Professional Days
Please Print In Color if Possible!

185
180

AUGUST					SEPTEMBER					OCTOBER				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6			1	2	NS					1
9	10	11	12	13	NS	7	8	9	10	4	5	6	7	8
16	17	18	19	NS	13	14	15	16	17	11	12	13	14	15
23	24	25	26	27	20	21	22	23	24	18	19	20	21	22
30	31				27	28	29	30		25	26	27	28	29

NOVEMBER					DECEMBER					JANUARY				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5			1	2	3	3	4	5	6	7
8	9	10	11	12	6	7	8	9	10	10	11	12	13	14
15	16	17	18	19	13	14	15	16	17	17	18	19	20	21
22	23	24	NS	NS	NS	NS	NS	NS	NS	24	25	26	27	28
29	30				NS	NS	NS	NS	NS	31				

FEBRUARY					MARCH					APRIL				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4		1	2	3	4					1
7	8	9	10	11	7	8	9	10	11	NS	NS	NS	NS	NS
14	15	16	17	18	14	15	16	17	18	11	12	13	14	NS
NS	22	23	24	25	21	22	23	24	25	18	19	20	21	22
28					28	29	30	31		25	26	27	28	29

MAY					JUNE				
M	T	W	T	F	M	T	W	T	F
2	3	4	5	6			1	2	3
9	10	11	12	13	6	7	8	9	10
16	17	18	19	20	13	14	15	16	17
23	24	25	26	27	20	21	22	23	24
NS	31				27	28	29	30	

September 6	Labor Day
November 25	Thanksgiving Day
December 25	Christmas Day
January 1	New Year's Day
January 17	MLK Jr Day
February 21	Ag/Presidents Day
April 15	Good Friday
May 30	Memorial Day

No School - Students
August 17 - Teacher Workday
August 18 & 19 - Professional Dev Days

August 23 - First Student Day
October 15 - Professional Dev Day - No Students
October 20 - 1/2 Day Students - Afternoon Conferences
November 24th 1/2 Students 1/2 Comp for Teachers
Jan 13th & 14th - 1/2 students 1/2 record day
Jan 17th - Professional Development Day - No Students
Feb 18th - 1/2 Day Students 1/2 Professional Development
February 21 - No School - Presidents Day
April 1st - 1/2 Students 1/2 Comp for Teachers
June 1 & 2 - 1/2 day student day, 1/2 day records day
Early Release

First Marking Period ends on October 29th
First Semester ends on January 14th
Third Marking Period end on March 18th
Second Semester ends on June 2nd

October 19th CHS & LMS Evening Conf
October 20th Afternoon & Evening Conf - All Buildings
October 21st Elementary Evening Conf.