

MASTER AGREEMENT

BETWEEN THE

COLDWATER COMMUNITY SCHOOLS

BOARD OF EDUCATION

and the

COLDWATER EDUCATION
ASSOCIATION

03-25-13 through 06-30-18

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
NOTE:	FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS BECAME NEW APPENDIX G	2
ARTICLE II	TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES	3
ARTICLE III	BOARD RIGHTS	4
ARTICLE IV	PROFESSIONAL COMPENSATION	5
ARTICLE V	TEACHING HOURS AND ASSIGNMENTS	7
ARTICLE VI	TEACHING CONDITIONS	10
ARTICLE VII	VACANCIES, POSTINGS, STAFF REDUCTION, SENIORITY, AND TRANSFERS	12
ARTICLE VIII	LEAVES OF ABSENCE	14
ARTICLE IX	INSURANCE PROTECTION	21
ARTICLE X	TEACHER EVALUATION	22
ARTICLE XI	MENTOR TEACHING	23
ARTICLE XII	RETIREMENT	25
ARTICLE XIII	PROTECTION OF TEACHERS	26
ARTICLE XIV	WAIVER CLAUSE	27
ARTICLE XV	DISCIPLINE AND DISCHARGE	28
ARTICLE XVI	PROFESSIONAL RESPONSIBILITIES FOR CONTINUATION OF THE EDUCATIONAL PROGRAM	29
ARTICLE XVII	GRIEVANCE PROCEDURE	30
ARTICLE XVIII	MISCELLANEOUS PROVISIONS	33
ARTICLE XIX	DURATION AND RATIFICATION OF AGREEMENT	35
APPENDIX A	SALARY SCHEDULE	36
APPENDIX B	SCHEDULE OF REMUNERATION FOR ATHLETIC EXTRA-DUTY ASSIGNMENTS	38
APPENDIX C	SCHEDULE OF REMUNERATION FOR NON-ATHLETIC EXTRA-DUTY ASSIGNMENTS	40
APPENDIX D	GRIEVANCE REPORT FORM	42
APPENDIX E	EMPLOYEE ABSENCE FORM	44
APPENDIX G	LETTER OF AGREEMENT (removed original Article II)	45
	LETTER OF AGREEMENT (Social Workers / Guidance Counselors)	
	LETTER OF AGREEMENT (Agency Fee Agreement / dated 3-25-13)	

ARTICLE I - RECOGNITION

- A. The Board of Education of Coldwater Community Schools (hereinafter called "Board"), hereby recognizes the Coldwater Education Association (hereinafter called "Association") as the sole and exclusive bargaining representative as defined in Act 336 of the Public Acts of 1947 as amended, for all certified teaching personnel under contract, librarians, middle and high school guidance counselors, and school social workers, but excluding substitutes, per diem appointment teachers, and non-regularly employed part-time teachers, administrators, supervisors, casual employees, and volunteers of the Adult Education programs, and all other supervisory personnel, including but not necessarily limited to the following: the Superintendent, Assistant Superintendent, Principals, Assistant Principals, and all office, clerical, and maintenance and operating employees.
1. The term "Teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the above-named Association in the bargaining unit and reference to "male" teachers shall include female and singular shall include plural.
 2. The term "Board" shall include its officers and agents, including administration.
- B. The board agrees not to negotiate with any other organization other than the above recognized association for the duration of this agreement.

PREVIOUS ARTICLE II - NEW APPENDIX G

ARTICLE II - TEACHER RESPONSIBILITIES AND ASSOCIATION RIGHTS

- A. Sign and deliver to the Board verification of membership in good standing, and such verification shall continue from year to year unless revoked in writing or cause to be paid to the Association a representation fee equal to the nonmember's proportionate share of the cost of negotiating and administering this Agreement within thirty (30) days after the commencement of employment.
- B. In the event that a bargaining unit member has not verified membership in good standing or paid the required service fee in compliance with the law, that member is not considered an employee.
- C. 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.
- D. 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.
- E. The Association shall have the rights as accorded it by law, Constitution of the State of Michigan, and Constitution of the United States.
- F. The Association and the teachers recognize that the professional duty of each teacher is to use his skill and expertise in the most effective and proper manner to improve the quality of the educational process in the Coldwater Community Schools.

ARTICLE 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 for the school years indicated and covered by this Agreement.
- B. The salary schedule is based upon a normal weekly duty load as hereinafter defined in articles having to do with teaching hours, loads, and assignments.
- C. When a teacher is assigned an additional academic class above the normal teaching load, he will be compensated on pro-rata amount of his annual base salary.
- D. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary provided that the time for such negotiation has previously been set up by mutual agreement of the parties hereto.
- E. Within the guidelines of reasonable judgment by the building principals and within necessary budgetary constraints, teachers may be released for educational conferences which, in the judgment of the building principal, have significance to merit the individual teacher's involvement. If such teacher is released to attend the educational conference, the teacher shall receive no loss of salary. Expenses approved by the building principal and business office will be allowed.
- F. Compensation is based upon the number of contractual days. For a teacher's absence not chargeable to the absences permitted in Article IX, there shall be deducted from the teacher's salary a per diem share of the annual contract salary.
- G. Basic salaries for teacher will be based on twenty-one (21) 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-six (26) 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.
- H. Compensation for extra-duty assignments outside the normal teaching load shall be paid in accordance with Appendix B and/or Appendix C. The Board of Education shall cause the issuance of written notification of the assignment and the remuneration of such assignment and method of payment. The teacher shall have the right to withhold consent in accepting extra-duty assignments, except where such duties directly relate to teaching assignments such as band and choir.
- I. Teachers who, at the superintendent's request, agree to do curriculum development work outside the school day will be compensated at the rate of \$28 (twenty-eight dollars) per hour. The number of hours and other conditions of the work will be agreed upon by the teacher and the superintendent prior to the work time.

- J. At the commencement of employment with Coldwater Community Schools, prior service credit may be granted for the first three (3) years of satisfactory prior teaching experience in a state-approved public school which provides face-to-face classroom instruction. At the commencement of employment the Board has the right to place a newly-hired teacher with more than three (3) years of service at any salary step, up to and including, the step commensurate with the teacher's experience. The Board agrees to exercise appropriate legal discretion in granting salary step placement and to remain in accordance with all state and federal civil rights laws.
Up to full prior service credit for each semester of satisfactory prior teaching experience may be granted at the discretion of the Board. Credit will be given for experience at any level from kindergarten through twelfth grade.
- K. Credit for military service and/or Peace Corps service may be granted for a maximum of two (2) years on the appropriate salary schedule. Such service shall be considered as a part of prior teaching service credit. Said military or Peace Corps service credit will be granted on the basis of record of honorable discharge or honorable certificate of separation of service.
- L. 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 in the district but in no case less than 15 cents per mile. The same allowance shall be given for the use of personal cars for other school business providing the teacher has prior approval of the Superintendent or Assistant Superintendent for such trips.
- N. Teachers who are called upon to assist for classroom coverage as determined by the building administrator will be paid at the rate of \$28.00 (twenty-eight dollars) per hour while undertaking the assignment. Time will be calculated in one-quarter hour increments (one-quarter hour minimum) rounded to the next quarter-hour. Teachers shall be required to assist in hourly classroom coverage during their planning time when directed by their building administrator.
- O. At the end of each semester, a teacher who achieves perfect attendance will receive \$200.00 (two hundred dollars). Perfect attendance is defined as having no absences other than for school related business (i.e., conferences, athletic draws and events, contract association days, etc.)
- P. Absent an emergency, substitute teachers will be hired if the teacher is absent a half day or more, for elementary vocal music, Art, Media Technology and physical education teachers when said teachers are absent.
- Q. Teachers with less than a full-time assignment will be classified part-time. Part-time teachers will have a fraction assigned for salary calculations. This fraction will be used to determine portions of fringe benefits for which part-time teachers are qualified, provided the teacher works at least half time. The fraction will be assigned on an individual basis and shown on the annual "personnel salary statement" (an annual individual contract attachment).
- R. The Board will reimburse teachers up to \$150 per semester credit hour for six (6) hours in a four (4) year period for pre-approved course work provided that the teacher receives a minimum of a "B" grade.

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) participation in activities of the school and community.
- B. The school year shall include pre-service, professional development, and post-service days as determined by the negotiated calendar and three (3) additional evening events to include open houses, orientations, and student celebrations outside the negotiated calendar as determined by the building principal. In recognition of the extra effort expended by teachers, access to their buildings will be made available during the summer months.
- C. Definitions:
1. "Student contact time" is the time during which the teacher is responsible for providing direct classroom instruction to students, supervising an approved student activity, or carrying out an activity necessary for the implementation of student instruction.
 2. "Planning time" is time allocated for instructional planning and completing responsibilities inherent to one's teaching position and is free from student supervision responsibilities.
 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 contact hours, or as provided through collective bargaining.

7. The “teacher workday”, including social workers/counselors, shall commence ten (10) minutes prior to the start of the instructional day and end ten (10) minutes after the end of their instructional day.

Each 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. The two hundred eighty-five (285) minutes of planning time shall include common planning and collaborative data studies as structured through the district plan.

8. The teacher’s workday shall be contiguous with no split schedule unless mutually agreed upon by the Association, the administration and all the teachers directly involved.
9. The School Social Worker’s/counselor’s day shall include a daily thirty (30)-minute duty-free lunch except on board-approved professional development days. Assignment and schedule flexibility will be determined by need and subject to administrative review upon request of the assigned administrator.

D. Assignments:

1. Assignments shall be made at the discretion of the administration and within the area of the teacher's competency and certification.
2. All teachers shall be given written notice of their teaching assignments (including room assignments where applicable) for the forthcoming school year no later than one week prior to the last teacher contract day. In the event that changes are proposed, all teachers involved shall be notified promptly by the building administrator. Written notice shall be given to the building Association Representative prior to the assignment change.

E. 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.

1. Normally, 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. It is understood that grade level meetings or team meetings outside of the school day will be compensated per Article IV, Section I.

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

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

ARTICLE VI - TEACHING CONDITIONS

A. The parties of this agreement recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of educational environment, which is a goal of both the Association and the Board.

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

<u>Grade</u>	<u>Suggested Maximum</u>
Young 5's	20 or less
Kindergarten	26
First & Second Grade	28
Third Grade	30
Fourth and Fifth	30

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

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

Article 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. Telephone facilities shall be provided in the teachers' lounge.

- F. The department chairperson shall be selected by the building principal who shall consider input from the teachers in the respective departments in the middle school or high school. The department chairperson shall serve as instructional liaison between the teachers and the department and the school administration. Such chairperson shall not be considered a supervisory employee.
- G. Any teacher selected as a department chairperson shall be remunerated according to the extra-duty schedule attached.
- H. In order to provide adequate general supervision of the building, the following guidelines will apply:
 - 1. In each building the principal shall exercise the necessary authority to assign an appropriate professional staff person or persons to be responsible for the general supervision of the building in the absence of the principal.
 - 2. In each building, the requisite planning procedures will be established by the principal with representative staff members to insure that there is at all times an appropriate professional staff person or persons in charge of the building. Said person or persons are empowered by the delegation to make decisions in those extraordinary situations which require immediate attention.
 - 3. In the event a building administrator is absent from his/her post for more than ten (10) consecutive school days due to an incapacitating illness, injury or accident, the Superintendent shall appoint an acting principal. Said person shall receive a stipend of \$50.00 per week, retroactive to the beginning of the aforementioned absence, for the assumption of this appointment. The duration of this appointment will be determined by the Superintendent of Schools.
- I. The building principal may provide secretarial help in preparing reasonable school-related materials as requested by teachers. Actions of this nature shall be at the discretion of the building principal.
- J. Principals may institute professional development during the school hours. Implementation of such programs shall be subject to the approval of the Superintendent of Schools.

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

A. Vacancies or New Positions within Bargaining Unit:

1. Whenever a vacancy or new professional position is created, and the vacancy or position is to be filled on a permanent basis as determined by the Board, the Board shall post the vacancies at each building and on the school district website for ten (10) business days. Positions shall be posted within thirty (30) calendar days following Board approval.
2. No permanent appointment to such position shall be made until five (5) business days have elapsed following the posting. Teachers may apply for such vacant position in writing to the Superintendent. Vacancies shall be filled on the basis of abilities and qualifications for the position as determined by the Administration. The Board shall not be limited to its selection of personnel to permanently hold the position to applicants from within the unit or to the person temporarily assigned to the position. A teacher may request and shall receive a response giving the reason a transfer/promotion was not granted.
3. A temporary assignment may be made by the administration before the vacancy is filled if needed. Temporary assignment shall not extend beyond the balance of the school year.

B. Vacancies or New Positions Outside the Bargaining Unit:

1. Whenever a vacancy occurs in any supervisory, administrative, or executive position outside the bargaining unit, or a new position of like nature is created outside the unit, and vacancy or position is to be filled on a permanent basis, the board shall post the position.
2. The Superintendent shall consider all applications. The Board shall make the permanent appointment. Selection of personnel to fill such positions remains entirely within the discretion of the board and is not subject to the grievance procedure.

C. Vacancies during the summer months:

1. Should a vacancy occur during the summer, an announcement of the vacancy will be sent by first class mail, email, or phone call to the teachers who have expressed an interest in a vacancy. The position will also be posted on the district web site.
2. The teachers so notified shall contact the Superintendent indicating their interest in the position within three (3) days of receiving such notification.

D. 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 of that school year or when a teacher enters the bargaining unit any day after the first date of hire. 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.
2. The updated seniority list shall be published with notation of certification/approvals of each employee and posted conspicuously in the area of each building reserved for employees' use and in the general office of each building for review.
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.

E. Staff Reduction (per board policy #5530)

1. Notice of layoff will be at least three (3) weeks prior to the effective date whenever possible.
2. If a teacher receives unemployment compensation during a regularly scheduled break, such as winter or summer recess and returns for the regular work year, the teacher shall reimburse the district half the unemployment compensation paid by the district.

F. Recall (per board policy #5530)

1. Administrative/Involuntary Transfer: The Superintendent, where possible, shall notify all parties affected by transfers.

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.
- f. A teacher may apply in writing for a continued leave of absence into the next contract year without pay or benefits.
- g. In all leaves for illness, the Board reserves the right to require an examination by a physician of its choice.
- h. A teacher, upon return from a leave for illness, shall be restored to his teaching position or to a position of like nature and status, whenever possible.
- i. 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.

In recognition of the problems inherent with the changes being made, the board agrees to pay for and provide a long-term disability policy for each teacher and the association agrees to do away with the transference of earned sick leave days.
- 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.
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 IX Section A-2j.
3. Generally, personal days are provided for use of the teacher to conduct business that cannot be done outside of school time. Therefore, personal days are not to be used for vacations or to extend vacation time and/or holiday breaks. When it is necessary for personal days before or after a scheduled vacation period and/or holiday breaks, these days may be approved at the sole discretion of the Superintendent.
4. It is understood that when teachers use unused personal leave time for arbitration cases, the Association will pay the cost of substitute teachers.

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.

D. Child Care Leaves

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

3. The ending date of child care leaves shall conform to the beginning of a school year or semester. The teacher shall specify a prospective termination date of the child care leave at the time of request for the leave.

E. Worker's Compensation Leave

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

F. Association Officer Leave

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

G. Military Service Leave

A leave of absence for military service shall be granted in accordance with 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 amended, and upon the further conditions as hereinafter stated:

1. Notice of intent to apply for leave of absence shall be made on or before April 15 of the school year previous to the school year for which leave of absence is requested. Request for such leave must be made on or before May 15. The total number of teachers on sabbatical leave in any one year shall not exceed three percent (3%) of the contractual staff.
2. Before beginning the sabbatical leave, the teacher shall enter into a contract to return to active service in the Coldwater Community Schools for a period of at least one (1) year after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board within two (2) years the amount received by him during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated or in cases wherein the rule is waived by the Board.

3. Any teacher on sabbatical leave shall receive a salary equal to one-half (1/2) of the contractual amount he would have received had he remained. Such salary will be paid on the regular pay periods during the leave.
4. A teacher upon return from a sabbatical leave shall be restored to his position or to a position of like nature and status. Increments shall be added as if the teacher had been teaching in the school district during the time of sabbatical leave. Said teacher shall be entitled to participate in any other benefits that may be provided under the Master Agreement in accordance with State statutes.

J. Court Leave

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

K. Association Business Leave

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

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

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

L. In-Service Education Leave

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

- N. Upon return from any leave granted under this article, the teacher shall have his unused sick leave restored. During any leave a teacher, at his own expense, may continue his health or life insurance. Increments or other benefits shall not be allowed during the leave except as specified in Section I, Paragraph 4 above.
- O. It is understood that an approved paid leave of absence is exclusive. Employees on such leave may not supplant these days with other paid leave days for the duration of the initial leave. For example, but not limited to, an employee on approved paid medical leave may not take a bereavement leave during the duration of the initial medical leave.
- P. The Superintendent of Schools may request a physical or psychiatric examination of any teacher and/or require a statement from the treating physician. Whenever an examination is required, the request shall be accompanied by a written statement with valid reasons for the request. The teacher may select the physician who shall furnish a report of the examination to the Superintendent. If the examination and the records show that the teacher is not in proper condition to perform his duties, he may be required to take a leave of absence until he can furnish satisfactory evidence of his ability to return to work. All examinations shall be conducted by a qualified physician. All examinations requested by the Board are to be paid for by the school district. The Board may require such teacher to submit to examination by a physician selected by the Board. If the two physicians' conclusions disagree, the parties shall mutually select a third physician.

ARTICLE 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 \$250/500 deductible and a \$20.00 per office visit co-pay; chiropractic and urgent care; \$100 emergency room; and a \$10/40 generic/non-generic drug prescription co-pay card. The district agrees to reimburse a deductible of \$250/500 submitted to Infinisource. Coldwater Community Schools will make its Section 125 Cafeteria Plan available so that the premium will be deducted from pre-tax income.

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 / Essential Vision 12/12/12

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 (except those hired prior to 1980-81 and grandfathered in) shall receive hospitalization and medical, dental and vision benefits paid by the Board at a rate equal to the proportion of teaching assignment. Part-time teachers may elect to forego hospitalization and medical coverage for the option plan described in Article IX, Section F. (Part-time for Article IX only shall be defined as having a 50% or greater teaching assignment.)
- D. In the event that reductions in full-time personnel are necessitated, the fringe benefits provided shall be as stated in paragraph C, beginning with the commencement of the assignment.
- E. Long term disability of 66 2/3% up to \$6,000 per month shall be provided.
- F. Cash in lieu of Medical Insurance
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. Those teachers receiving less hospitalization and medical coverage than that to which they are entitled shall receive \$1,800 in equal monthly payments for 1-person eligibility, \$2,400 in equal monthly payments for 2-person eligibility, and \$3,000 for family eligibility or a tax-sheltered annuity.
 2. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Act.
 3. All teachers shall receive full dental and vision coverage.

ARTICLE X - TEACHER EVALUATION

A. Purpose

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

B. Responsibility

1. Three (3) copies of the evaluation shall be given to the teacher for his information and review. Upon completion of the joint review the teacher shall sign all copies of the evaluation and may signify that he agrees or does not agree with the content. During the tenure of the teacher in that building, the principal shall keep one copy on file in the building for future reference by the teacher and/or administration. The original evaluation shall be forwarded to the superintendent's office. The remaining copy shall be given to the teacher.
2. All teachers have the right to review the contents of their personnel files. Teachers also have the right to request the removal of inaccurate information and to attach a written response to any item in their personnel files. Such personnel file review shall be made by appointment and in the company of the administrator (or agent) responsible for the safekeeping of such files. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempt from such review may be removed from the file prior to review by the teacher.

- C. Teachers who receive an effective or highly effective annual evaluation shall be paid a \$250 lump sum amount in June.

SEE TEACHER INCENTIVE POLICY – APPENDIX F

- * A Letter of Understanding will be created in conjunction with the Evaluation Committee to outline the criteria and process for teacher evaluations.

ARTICLE XI - MENTOR TEACHING

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

- E. Upon request of the Mentor Teacher and the Mentee, the Administration may make available reasonable release time so that the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day.
- F. As mandated by the state, Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. In the event that this training is not scheduled within the parameters of the regular school day, the Mentee shall be compensated at the current curriculum hourly rate (Article 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 all reasonable support and assistance to teachers with respect to maintenance, control and discipline of the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the administration will take reasonable steps to assist the teacher with respect to such pupil.
- B. Any case of assault upon a teacher that had its inception in a school-centered problem shall be reported as soon as possible, in writing, to the Superintendent and the appropriate building principal. In the event of such an assault, the teacher involved may request assistance of the Board in the matter. These requests shall be made in writing to the Superintendent. The Superintendent with the appropriate building principal shall make a determination as to whether the conduct of the teacher has been within the scope of Board policy and, as such, justifies any assistance from the Board and the extent thereof. The decision of the Superintendent is final.
- C. The Board shall, upon recommendation of the Superintendent, reimburse a teacher for any damage or destruction to or theft of clothing or personal vehicle while such teacher is on duty in the school, on school property, or on school-related functions, unless such loss or damage is caused by the negligence of the teacher or by an act of God. Each teacher will be provided with the ability to lock away personal items within the teacher's classroom. Requests for reimbursement under this section shall be submitted to the Superintendent of Schools in writing.
- D. In any instance where a teacher is accused of physical abuse of a student, the administration will communicate such complaint to the teacher within three (3) working days where practical. The administrator will conduct an objective investigation of all charges.

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 5000

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

The Association and the Board of Education recognize that the cessation or interruption of professional services by teachers as defined in current state law is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that during the term of this Agreement they will not direct, instigate, participate in, encourage or support any cessation or interruption of professional services by any teacher or group of teachers and pledge themselves to the purpose of insuring continuation of the educational program. If the Association disclaims in writing to the Board any responsibility for any cessation of professional services and directs its members in writing to resume their normal duties, it shall not be liable in any way. Teachers who participate in any such act may be disciplined or discharged.

ARTICLE 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. As per board policy Section 5000.
 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, recall, assignment of teacher. As per board policy Section 5000
- 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: Board Level

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

H. Step Five: Arbitration

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

I. Step Six: Pre-hearing

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

J. Powers of the Arbitrator - It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement:

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

3. He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
4. He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule in writing upon arbitrability before proceeding to the merits of the case.
6. The fees and expenses of the arbitration shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Teachers who appear as witnesses may use unused personal days. In these cases, the Association agrees to pay the cost of substitute teachers.

Both parties agree to be bound by the award of the arbitrator, subject only to legal remedies afforded by courts of competent jurisdiction.

- K. Claims for Back Pay - All grievances must be filed in writing within ten (10) working days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages accruing and due an individual teacher covering more than forty-five (45) work days.
1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.
 2. No decision in any one case shall require a retroactive wage adjustment in any other case.
- L. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- M. Working days shall be defined as those days the central administrative offices are open for business.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. The Association, realizing its responsibilities as to the cost of negotiations agrees to share equally with the Board the cost of printing the formal Master Agreement. The Board and the CEA shall mutually agree to the selection of a printer and the propriety of the charges before printing takes place.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of both parties in written form.
- D. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event laws change affecting current contract and/or board policy, both parties agree to bargain affected issues in good faith.
- E. The Board of Education shall have the final determination in setting the yearly school calendar. The school administration shall bargain with the Association prior to the superintendent's recommendation of the calendar to the Board.
- F. A subcommittee will review extracurricular for realignment, deletions and additions.
- G. If the State continues to penalize districts not making up inclement weather days, the following plan will be used for these make ups. In accordance with the Revised State School Aid Act 94 of 1979, Section 388.1701 (4), the first 30 hours for which pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, or state health authorities, shall be counted as hours of pupil instruction. This will be done with no additional pay for teachers. When all district schools are closed because of inclement weather or an act of God, teachers are not required or expected to report for work. When an individual building is closed, teachers in that building may be required to report for work.

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

- H. 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).
- I. It shall be the responsibility of each teacher to present and maintain the certification as required by the State of Michigan.
- J. The Board will provide advance notification, verbally or by mail, to the teacher should their personnel file be requested under the Freedom of Information Act. Such advance notice provision shall not prevent the district from complying with time limits set forth in the Act. The employee will be provided the opportunity to review the contents before the release of the file and may request CEA representation in this review. Information released will comply with the Freedom of Information Act and the Bullard-Plawecki Employee Right to Know Act.

ARTICLE XIX - DURATION AND RATIFICATION OF AGREEMENT

- A. This Agreement shall become effective March 25, 2013, and shall continue in full force and effect until June 30, 2018. Upon written notice given after January 1, 2018 the parties agree to negotiate over a successor Agreement. Compensation, insurance, and merit pay will be negotiated yearly.
- 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 _____.

COLDWATER EDUCATION ASSOCIATION

COLDWATER BOARD OF EDUCATION

President

President

Secretary

Secretary

Coldwater Education Association
Negotiations Team:

Coldwater Board of Education
Negotiations Team:

Dr. Tina Kerr

APPENDIX A SALARY SCHEDULE

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

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

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

**COLDWATER COMMUNITY SCHOOLS
SALARY SCHEDULE 2012-13 SCHOOL YEAR**

Step	2.00%	2.00%	2.00%	2.00%
	BA	BA+20	MA	MA+15
1	\$ 39,257	\$ 41,208	\$ 43,161	\$ 45,114
2	\$ 41,208	\$ 43,161	\$ 45,114	\$ 47,070
3	\$ 43,161	\$ 45,114	\$ 47,070	\$ 49,022
4	\$ 45,114	\$ 47,070	\$ 49,022	\$ 50,973
5	\$ 47,070	\$ 49,022	\$ 50,973	\$ 52,928
6	\$ 49,022	\$ 50,973	\$ 52,928	\$ 54,878
7	\$ 50,973	\$ 52,928	\$ 54,878	\$ 56,832
8	\$ 52,928	\$ 54,878	\$ 56,832	\$ 58,789
9	\$ 54,878	\$ 56,832	\$ 58,789	\$ 60,737
10	\$ 56,832	\$ 58,789	\$ 60,737	\$ 62,692
11	\$ 58,789	\$ 60,737	\$ 62,692	\$ 64,649
12	\$ 59,376	\$ 62,692	\$ 64,649	\$ 66,600
13		\$ 63,320	\$ 66,600	\$ 68,550
14			\$ 67,264	\$ 69,238
16-21	\$ 60,860	\$ 64,903	\$ 68,946	\$ 70,969
22-29	\$ 61,009	\$ 65,061	\$ 69,113	\$ 71,142
30+	\$ 61,306	\$ 65,378	\$ 69,450	\$ 71,488

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 members of the CEA who meet the posted qualifications. Candidates from outside the bargaining unit may also be considered. The most qualified candidate shall be selected. If the candidates are equally qualified, the internal candidate shall be awarded the 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 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.
3. Appendix B positions are not subject to the grievance procedure except as required in #1 above which may be appealed through the grievance procedure Step three (3) superintendent level.

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

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

POSITION TITLE	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 members of the CEA who meet the posted qualifications.
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.
3. Appendix C positions shall be filled at the board’s discretion and not subject to the grievance procedure.

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

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

Position Title	1 st 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 (including Solo/Ensemble)	884	940	1,000
Legg Instrumental (including Solo/Ensemble)	884	940	1,000
HS Yearbook (* no stipend if scheduled class)	1,579	1,680	1,787
Legg Yearbook (* no stipend if scheduled class)	1,579	1,680	1,787
Alternative Yearbook	788	838	892

APPENDIX C
(continued)

Position Title	1st Step	2nd Step	3rd Step
Balladiers (*no stipend if scheduled class)	1,367	1,518	1,679
Vocal Music CHS	884	940	1,000
Vocal Music LMS	884	940	1,000
Mirror (* no stipend if scheduled class)	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 • 4 positions 3 rd grade at Jefferson & Max Larsen 4 th grade & 5th grade	947	1,007	1,071
Dept Heads CHS CURRICULUM CHAIRS CHS	2,297	2,444	2,600
Dept Heads LMS CURRICULUM CHRS LMS	2,297	2,444	2,600
Dept Heads Elem CURRICULUM CHRS ELEM	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

STEP 3

A. Date received by Superintendent or Designee _____

B. Disposition by Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP 4

A. Date Received by Board of Education _____

B. Recommendation of Board Committee _____

Signature

Date

C. Position of Grievant and or Association _____

Signature

Date

STEP 5

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature

Date

**APPENDIX E:
Coldwater Community Schools
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:

Personal Illness _____

Family Illness _____

Personal Business _____
(24 hours advance notice: CEA)
(Approval: CESPA)

Bereavement _____
Relationship? _____

Jury Duty _____

Requires ASC Approval:

**Absent without pay _____

**Vacation _____

**Conference _____

**Personal Business _____
(To extend vacation or holiday)

**Athletics _____

**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

**REMOVED ARTICLE II BECOMES NEW
LETTER OF AGREEMENT - APPENDIX G
ARTICLE II - FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS**

~~A.1, A.2, and A.3 (old B.3) MOVED TO ARTICLE III.~~

~~B.A. In the event that a bargaining unit member has not paid such service fee in compliance with the law, **THAT MEMBER IS NOT CONSIDERED AN EMPLOYEE.** the employer shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit the same to the Association according to the following:~~

~~1. The Association shall give the following written notice to the employer:~~

~~The Association certifies that [name] has failed to tender the periodic service fee required as a condition of employment under the Agreement and demands that, under the terms of this Agreement, the employer deduct the delinquent service fees from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.~~

~~2. The employer, upon receipt of said notice and request for deduction shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn.~~

~~C. Regular dues or the non member's representation fee for any or all of the above stated organizations shall be deducted together, as one deduction, in ten (10) equal monthly installments. The authorization form for the deduction of Association dues shall be provided by the Association. Dues shall be deducted by the employer according to Article II.~~

~~D. Authorization for deductions filed with the Superintendent on or before the 10th day of September of each year of this Contract shall become effective with the first scheduled deduction of the current school year. Authorizations for deductions filed after the 10th day of September of each year of this Contract shall be deducted from the second paycheck of each month of the second semester.~~

~~E. Dues authorizations, once filed with the Superintendent, shall continue in effect until a revocation form, in writing and signed by the teacher, is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one authorization form per year per teacher.~~

~~F. Upon the filing of the written notification, specifying the amount of the nonmember's representation fee, said amount shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this article.~~

~~G.C. For the purpose of this article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.~~

~~H.D. Dues deductions shall be transmitted by the Superintendent to the CEA Treasurer within fifteen (15) days after such deductions are made. The CEA shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.~~

- ~~I.E. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.~~
- ~~J. Any dispute between the Association and the Board, which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this article, shall be reviewed with the employee by a representative of the Board and the Association. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.~~
- ~~K.F. The Association will save the Board harmless from any and all costs including witness and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing provisions of this article.~~
- ~~L. The Board agrees to allow payroll deductions for any MEA special services (MESSA), and current deductions will be continued provided such deductions are duly authorized and paid for by the individual teacher involved. By October 1st of any school year, all said authorization will be filed with the payroll department of the business office. Once filed, authorization shall continue in effect until a written and signed revocation by the individual teacher involved is submitted to the payroll department.~~
- ~~M. Annual deduction authorizations for political action contributions shall be effective January 1 to December 31 each year. The Association shall reimburse the district for incremental costs related to administration of PAC deductions only after receiving an itemized confirmation of such costs.~~

LETTER OF AGREEMENT

**Board of Education
of the
Coldwater Community Schools**

and

Coldwater Education Association

The Coldwater Community Schools Board of Education and the Coldwater Education Association agree to the following based upon statutory and contractual changes.

1. Maria Donner, Linda Myers, and Sara Valentine, Social Workers; and Paul Nastally, non-teaching Guidance Counselor, is not a tenure teacher subject to the amended Teachers' Tenure Act and Revised School Code provisions. Maria Donna, Linda Myers, Sara Valentine, and Paul Nastally are to be continued with a just cause standard for discipline and discharge and may arbitrate such matters in accordance with the Grievance Procedure set forth in the Collective Bargaining Agreement.
2. If either Maria Donner, Linda Myers, Sara Valentine, or Paul Nastally obtain tenure as a classroom teacher, that individual shall be subject to the provisions of the Teachers' Tenure Act in effect at that time and are subject to limitations set forth under the Collective Bargaining Agreement for arbitration.
3. When the Social Worker or non-teaching Guidance Counselor positions are vacated for any reason by Maria Donner, Linda Myers, Sara Valentine, or Paul Nastally, respectively, the new holder of the position shall be subject to the terms and conditions of the Collective Bargaining Agreement at that time.
4. Lynn Bach, Julie Welch, Jessica Krzyzanski, and Carolyn Youssef have tenure as classroom teachers and shall be subject to the provisions of the Teachers' Tenure Act in effect at that time and are subject to limitations set forth under the Collective Bargaining Agreement for arbitration.

THIS IS VARIABLE DEPENDENT UPON STATE GUIDELINES AND APPROVAL PROCESS.

FOR THE BOARD OF EDUCATION

FOR THE COLDWATER EDUCATION ASSOC.

Its: _____

Its: _____

Date: _____

Date: _____

LETTER OF AGREEMENT

**Coldwater Community Schools
Board of Education
and
Coldwater Education Association**

AGENCY FEE AGREEMENT

The Board of Education of the Coldwater Community Schools (“Employer”) and the Coldwater Education Association, MEA/NEA (“Association”) desire to prevent the divisiveness and interference with employee relationships that may occur when some members of the collective bargaining unit receive the benefits of representation by the Association without paying their fair share for those benefits. The Employer and Association acknowledge that Public Act 349 was not given immediate effect so that they may decide whether to enter into an agreement excluded from the prohibitions of PA 349 prior to the effective date of PA 349. In consideration of the benefits to both the Employer and Association of an agency shop arrangement, the parties hereby agree as follows:

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, at the request of the Association, deduct the service fee from the member’s salary and remit the same to the Association under the procedure provided below.
- B. The procedure in all cases of non-payment of the service fee shall be as follows:
1. The Association shall notify the member of non-compliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he or she shall be reported to Employer and a deduction of service fee shall be made from his or her salary; and
 2. If the member fails to comply, the Association shall give a copy of the letter sent to the delinquent member and the following written notice to Employer at the end of the fourteen (14) day period:
The Association certifies that (name) has failed to tender the periodic service fee required as a condition of employment under the Agency Fee Agreement and demands that under the terms of this Agreement, Employer deduct the delinquent service fee(s) from the collective bargaining unit member’s salary. The Association certifies that the amount of the service fee includes only those items authorized by law; and
 3. Employer, upon receipt of said written notice and request for deduction, shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate among bargaining unit members.
 4. If, during the term of this Agency Fee Agreement, it shall become unlawful for the Employer to deduct the service fee from the pay of a bargaining unit member, then, the Employer shall terminate the employment of the bargaining unit member for failure to comply with this Agency Fee Agreement. If discharge shall become an unlawful remedy, the Association shall have the right to pursue any other lawful remedies.

- C. With respect to all sums deducted by Employer pursuant to this Section, Employer agrees to promptly to disburse said sums directly to the Association.
- D. A member paying the service fee provided for herein, or whose service fees have been deducted by Employer from his or her salary, may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association Policy Regarding objections to Political-Ideological Expenditures will be proved by the Association upon a request of a bargaining unit member.
- E. The Association agrees, upon timely request, to defend Employer, its officers, agents or employees in any suit brought against all or any of them regarding the Employer's enforcement of the terms of this Agency Fee Agreement, provided, however, that:
 - 1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of Employer, its officers, employees or agents,
 - 2. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with Employer; and
 - 3. If Employer, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with Employer, does represent Employer, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense; and
 - 4. The Association, after consultation with Employer, has the right to decide whether to defend any said action or to appeal the decision of any court or other tribunal regarding the validity of this Section; and
 - 5. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against Employer, its officers, employees or agents under this Agency Fee Agreement, after consultation with Employer.
- F. Persons becoming members of the collective bargaining unit during the course of a school year shall have their service fee prorated over the school year.
- G. The Association will certify, at least annually to Employer, fifteen (15) days prior to the date of the first payroll deduction for dues or service fees, the amount of said dues and the amount of the service fee to be deducted by Employer, and that said service fee includes only those amounts permitted by the Agency Fee Agreement or by law.
- H. Should any of the provisions of this Agency Fee Agreement be found contrary to law by a court or administrative agency of competent jurisdiction, it is the intent of the Employer and Association that only the portion of the Agency Fee Agreement found contrary to law shall be stricken and all other parts or portions of this Agency Fee Agreement shall remain in full force and effect. A determination that a portion of this Agency Fee Agreement is contrary to law shall not affect the terms and conditions of the collective bargaining agreement, which shall remain in full force and effect for the life of that agreement.

- I. This Agency Fee Agreement shall be effective immediately upon ratification, which in no event shall be later than March 26, 2013, and shall continue in full force and effect while the Association remains the exclusive collective bargaining representative until its expiration on June 30, 2018. Should a court or administrative agency of competent jurisdiction determine that the length of this Agency Fee Agreement is contrary to law, then it is the intent of the parties that this Agency Fee Agreement continue in effect for the longest period of time allowed by law. Should this Agency Fee Agreement be determined to be unlawful and no longer in effect, then any agency fee agreement contained in another agreement between the parties shall immediately go into full force and effect for the length of time allowed by that agreement.

- J. Should any provisions of this Letter of Agreement pertaining to continuation of the agency shop form of union security be found contrary to law by a court of administrative agency of competent jurisdiction, it is the intent of the parties that only those portion(s) found contrary to law shall be nullified and that all other provisions or portions of the provisions of this Letter of Agreement shall remain in full force and effect. The determination that any portion of this Letter of Agreement is contrary to law shall not affect the other terms of this Letter of Agreement or the terms and conditions of any unexpired collective bargaining agreement between the Employer and the Association.

- K. Additionally, should any terms of this Letter of Agreement result in a denial or loss of appropriations to the Employer, or result in any penalty or other adverse financial consequence to amounts otherwise appropriated to the Employer (or that would be appropriated), such portion(s) of this Letter of Agreement shall immediately be nullified and inoperative but all other provisions or portions of this Letter of Agreement shall remain in full force and effect.

Coldwater Education Association,
MEA / NEA

Board of Education of the
Coldwater Community Schools

By: _____

By: _____

Date: _____

Date: _____