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MASTER CONTRACT

COLDWATER EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION

AND

COLDWATER TEACHERS' ORGANIZATION

JULY 1, 2026 – JUNE 30, 2029

ARTICLE I - NEGOTIATIONS

SECTION A. AGREEMENT

I. RECOGNITION

A. The Coldwater Exempted Village Board of Education recognizes the Coldwater Teachers Organization, an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining agent for all members of the bargaining unit in the Coldwater Exempted Village School District.

B. For purposes of this agreement, bargaining unit means all certificated employees of the Coldwater Exempted Village School District serving under regular daily assignment teaching contracts excluding supervisory and management employees as defined in ORC 4117.01(F) and excluding the Technologies Director, Technologies Systems Manager, the School Psychologist and Student Services Supervisor and substitute teachers.

All matters pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this agreement are subject to collective bargaining between the Coldwater Teachers Organization and the Coldwater Exempted Village Board of Education.

C. A district liaison committee shall be formed with the focus of solving problems:

1. The committee will consist of administrative representatives to include the superintendent, treasurer, and one designee, and CTO representatives including the CTO President and two other designees that insure representation from the elementary, middle school, and high school;
2. The committee shall meet on an as needed basis; the meeting can be initiated by either the Superintendent or CTO president;

II. DURATION OF CONTRACT

This contract shall be effective at 12:01 a.m. on July 1, 2026, and shall remain in full force and effect through midnight June 30, 2029.

III. SIGNATORIES

PRESIDENT
COLDWATER TEACHERS ORGANIZATION

TEAM MEMBER

DATE 5-13-26

PRESIDENT
COLDWATER E.V.S.D. BOARD OF EDUCATION

SUPERINTENDENT

DATE 5-13-24

SECTION B. DEFINITIONS

1. Organization means the Coldwater Teachers Organization and its affiliated organization, which is the exclusive bargaining agent for the bargaining unit.

2. Board means the Board of Education of the School District of Coldwater that is a party to this Agreement.

3. Immediate Supervisor means the supervisor to whom the employee (teacher) directly reports.

4. Employee - refers to bargaining unit member.

5. Employer - Coldwater Exempted Village Board of Education.

6. Day - Calendar day except when otherwise indicated in this Agreement.

7. Teacher – All teachers shall be considered part of the bargaining unit, both full and part-time.

8. Full-time - an employee who is employed to perform a full day's work as defined by this contract for a minimum of 120 full-time days or more in a work year.

9. Part-time teachers shall be those who teach a fraction of the normal teaching day. Part-time teachers are to have all the rights and responsibilities of full-time teachers.

   a. All part-time teachers are to be under contract and placed on the salary schedule, pro-rated according to the fraction of the day that they are employed.

   b. All part-time teachers are to be given training and experience credit.

      (1) Pro-rated according to time worked.
      (2) Part-time staff members will be given pro-rated conference time and lunch time in proportion to time spent in classroom (e.g.: Conference time 45 minutes - Lunch time 30 minutes, for a total of 75 minutes. Teacher is assigned two 45 minute periods for a total 90 minutes of a 420 minute day, or a .214 teaching day. Credit of 16 minutes or .04 would be added for pro-rated conference and lunchtime giving a total pro-rated time of .254 day.)

   c. Part-time teachers are to receive:

      (1) Pro-rated medical, dental, and prescription drug insurance, board paid benefit, according to pro-rated calculation in B.-9.-b.-(2).
      (2) Full board paid Life Insurance
      (3) Sick Leave
      (4) Personal Leave

(5) Maximum Contract - One Year Limited
(6) All other rights and responsibilities of a full time teacher, except those exclusions previously stated.

SECTION C. SEVERABILITY

If any Article or Section of this Agreement or any application of any Article or Section of this Agreement should be held invalid or illegal by any court or agency of competent jurisdiction, the remainder of this Agreement or the remaining applications of such Article or Section shall not be affected thereby.

In the event that any Article or Section of this Agreement is held invalid or illegal by any court or agency of competent jurisdiction, and upon request of the Board or the C.T.O., the parties shall meet at mutually agreeable times and places to collectively bargain for the limited purpose of arriving at a mutually satisfactory replacement for such Article or Section.

The parties acknowledge that during the negotiations that 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, it is agreed that during the term of this Agreement, neither the C.T.O. nor the Board of Education shall be required to negotiate on any matter except by written mutual consent or as required by Section A of this Article.

SECTION D. BOARD RIGHTS

The Board of Education retains all rights to manage, direct and control its business and to make any and all rules, regulations, and policies necessary to maintain the orderly and efficient operation of the school system, except as limited by the specific written terms of the collective bargaining agreement.

Specifically, the administration and the Board of Education retain the following management rights given them by the Ohio Revised Code, Section 4117.08:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure

2. Direct, supervise, evaluate, or hire employees

3. Maintain and improve the efficiency and effectiveness of governmental operations

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees

6. Determine the adequacy of the work force

7. Determine the overall mission of the employer as a unit of government

8. Effectively manage the work force

9. Take action to carry out the mission of the public employer as a governmental unit

SECTION E. ASSOCIATION RIGHTS

1. The Board agrees that every teacher employed by the Board shall have the right to join or not to join the United Education Profession.

2. The teachers shall have the right to invoke the assistance of the United Education Profession.

3. The C.T.O. may use the school buildings for professional meetings subject to the same rules and regulations governing the use of the buildings by other organizations.

4. The C.T.O. may use bulletin boards designated for their use in each teachers' workroom.

5. Inter-building mail service may be used by the C.T.O. as long as regular business is not preempted.

6. Equipment may be used by the C.T.O. after or before school hours only. The C.T.O. will purchase its own materials and be responsible for any equipment used.

7. The President of the C.T.O. shall be given the agenda of regular and/or special board meetings when the board members receive it. A copy of the approved minutes will be made available to the President of the C.T.O. upon payment of the established fee for reproduction.

SECTION F. NEGOTIATIONS PROCEDURE

I. NEGOTIATING TEAMS

Representatives of the Board shall meet with designated representatives of the Organization to negotiate in "Good Faith". "Good Faith" requires that both parties recognize negotiations as a shared process, and requires that both parties be willing to react to each other's proposals. While no final agreement shall be executed without ratification by the Organization and approval of the Board, the parties mutually pledge that their representatives will be clothed with

all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Each team shall not exceed four (4) representatives of their choosing.

By mutual agreement, the Board and the Organization may choose to use the IBB process.

II. SUBMISSION OF ISSUES

Either the Coldwater Teachers Organization or the Board of Education may initiate negotiations by letter of submission forwarded to the other party no sooner than 150 days but at least 60 days prior to the expiration of this agreement.

III. NEGOTIATIONS MEETINGS

An agreement will be reached by the representatives of the Board and representatives of the Organization within five (5) school days of the request as to the time and place of the first meeting which shall be held within fifteen (15) calendar days after the request has been submitted, unless both parties agree to an extension of time. All items proposed by the parties shall be submitted in writing to the representatives(s) of each other's team at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. After an explanation of the items to be negotiated, the negotiation teams shall set up an agenda for negotiations. Meetings shall be scheduled with the least interruption of the school schedules. If agreed to by the Board, members of the team may be released from school duties without loss of pay to attend meetings with the Board or their representatives. Negotiation meetings shall be in executive session unless mutually agreed to by both parties. Negotiation meetings shall not exceed three (3) hours. Until all negotiations meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.

IV. CAUCUS

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

V. EXCHANGE OF INFORMATION

Prior to and during the period of negotiations the Board and the Organization agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

VI. NEWS RELEASES

Any media releases from either party shall include a copy sent to the spokesperson of the other party prior to publication.

VII. PERIOD OF NEGOTIATIONS

If after sixty (60) calendar days from the first negotiation's session agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If the State of Ohio creates a mediation service or bureau, the parties shall seek appointment of a mediator from the agency rather than from the FMCS. If either party calls for mediation involvement, the other party shall join in a joint request.

VIII. REACHING AGREEMENT

As tentative agreement is reached on each issue, it shall be noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Organization and the Board for approval. Following ratification by the Organization, and approval by the Board, the agreement shall then be signed by the parties and shall become part of the official minutes of the Board.

IX. ALTERNATE DISPUTE RESOLUTION

1. In the event there are proposals that have not been resolved after discussion of all issues submitted for negotiations, either party may declare impasse. Upon the declaration of impasse, all unresolved issues shall either be withdrawn by the person proposing or considered at impasse and submitted to mediation within 10 calendar days. If the parties are unable to agree on a mutually acceptable mediator within five (5) days from the receipt of the declaration of impasse, the Federal Mediation and Conciliation Service will be utilized, and mediation will conform to its rules and regulations.

2. Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

3. The expenses of the mediator shall be shared equally by the parties.

4. Mediation may extend beyond the expiration date of the Contract only with the mutual consent of the parties.

5. The dispute resolution procedures contained herein shall supersede and replace the impasse procedures contained in Chapter 4117 and Section 4117.14 of the Ohio Revised Code.

6. If the impasse procedure set forth above has been completed and no agreement has been reached on the issues being negotiated and the contract has expired without an agreement being reached and the Association has given the Board a ten (10) day notice of its intent to strike, then in that event, the Association may exercise its right to strike.

X. IMPLEMENTATION

These procedures shall become part of this Agreement and shall remain in effect for the duration of this Agreement unless these procedures are extended by mutual consent.

Where sections of this agreement supersede state law, this negotiated agreement is intended to prevail.

ARTICLE II - TEACHING CONDITIONS

SECTION A - TEACHER RESPONSIBILITIES

I. STUDENT DISCIPLINE

Teachers shall exercise reasonable and mature judgment in controlling student behavior in their assigned activities and classes. Teachers are held responsible for the orderly deportment and advancement of their pupils and will be assisted in all proper, reasonable, and legal means to secure those ends.

II. PARENT CONFERENCES

Teachers shall be available for parent conferences and student help. Teachers shall arrange for conferences with parents when it appears that a better understanding or more cooperative support from home is required for the

student's success in the program. Such arrangements shall be made by the parent and the teacher concerned at a mutually agreeable time.

III. PROPERTY MANAGEMENT

Teachers shall be responsible for all school apparatus and property entrusted to their charge. They shall report to the principal any wanton injury, which may be done to school property, of any kind or description, together with the name of the offender. Teachers are expected to learn to operate each piece of equipment they use.

IV. PROFESSIONAL GROWTH

Every teacher should attempt to keep abreast of new developments and trends in his teaching fields. Teachers are expected by the Board of Education to be constant students of the science and art of education and to enter into any plans for their professional development, whether they take the form of participation in professional organizations, reading circulars, extension classes, or a general in-service education program. Teachers shall be responsible for actively participating in all scheduled professional development days unless a teacher is absent due to an excused absence or a mutually agreed upon agreement between the teacher and the administration.

V. REPORT PREPARATION

Each teacher shall participate, as needed, in the preparation of reports required from teachers of the State Department of Education, and other governmental agencies.

VI. INSTRUCTION AND SPECIAL SERVICES

Teachers shall assume the responsibility of instructing the pupils they are assigned. Teachers should use all aids available to them to assist the improvement of effectiveness of their instruction. Teachers should use the counseling and special services of the district to assist their instruction efforts.

VII. PROGRAM STANDARDS

The facilities, staff, and programs of the Coldwater Exempted Village School should be continually upgraded to meet or exceed state standards.

VIII. TEACHER HANDBOOK

At the beginning of each school year, each building principal shall provide the teachers within his building a handbook of information pertinent to that building.

IX. TEACHER DAY

The working day for a fulltime teacher shall be seven (7) hours and fifteen (15) minutes of contiguous work time in length including a duty-free lunch period.

Teachers in the district are expected to arrive in their classroom prior to students entering their classroom at 8:00 a.m. Teachers are expected to remain in their teacher role after the close of school until such time as all pre-arranged conferences, parental meetings, committee meetings, and all duties of that particular day are fulfilled. Nothing in the above shall be interpreted to mean that a teacher cannot voluntarily accept a non-contiguous teaching day. The Administration can call for up to two (2) staff meetings per month before report time. The staff meeting(s) must be scheduled at least one (1) week prior. If a parent meeting, IEP, or ETR extends beyond 4:00 p.m., or is scheduled to begin after 4:00 p.m., teachers will be compensated at a rate of $20.00 per hour. Compensation shall be calculated in fifteen (15) minute increments, rounded to the nearest fifteen (15) minutes. These hours must be reported and submitted through time sheets for payment.

X. LUNCH

Teachers shall be granted thirty (30) minutes uninterrupted duty-free time for lunch. Teachers are free to leave the building for that lunch period.

XI. EARLY DEPARTURE

Teachers whose college classes or travel time to classes require early departure from their school building may, upon approval of their principal, be permitted to leave immediately upon completion of classroom duties. Arrangements may be made upon request to the building principal for earlier departure.

XII. CRITICISM

Employees shall not be corrected or criticized in the presence of pupils or patrons during the school day and in the role as employee of Coldwater Exempted Village Schools.

XIII. CLASSROOM MANAGEMENT

Teachers shall be required to keep a general outline of class procedure, either by lesson plans or a classroom diary of activities so that principals may advise them, as well as substitute teachers, in regard to providing an effective instructional program.

XIV. TASK COMMITMENT

A. Teachers shall devote themselves full time to their duties in the school during school hours.

B. Teachers shall be required to keep their classes in an instructional session each day during school hours, and shall dismiss classes early only with administrative approval.

C. Teachers shall give every assistance to pupils in their studies and shall keep records showing names and other pertinent information of all pupils enrolled in courses or grades under their supervision.

D. Teachers shall make efforts to communicate with parents or guardians of the pupils via various means of home/school communications.

SECTION B. TEACHER CONTRACTS

I. Teacher contracts will be acted upon by the Board, for currently employed teachers, no later than April 30.

II. Contracts issued to teachers will contain the following information:

A. Type of contract (Limited or Continuing). After the first year on a continuing contract, employee receives only a salary notice. Limited contracts will specify the year(s) in effect.

B. Annual compensation to be paid for the first year of the contract including the bi-weekly salary and number of pay periods.

C. Basis for determining compensation for the first year of the contract (i.e.: BA Degree, year(s) experience).

D. A statement that: instructional assignments will be consistent with the area(s) listed on teacher's teaching certificate and other job related duties during the school day may be assigned by the administration and may vary from building to building.

E. Signature of the employee, Board President, Treasurer and the date(s) of signing.

F. Number of contract days on the first year of the contract, and in the second year if established.

III. Teachers wishing to be considered for a continuing contract and that meet the criteria, must submit in writing a request to be considered for a continuing contract to the Superintendent before September 15th of the given year. These teachers requesting a continuing contract will be placed on a full evaluation for the given year.

IV. Teachers having held tenure in other Ohio public school systems prior to entering the Coldwater Schools may qualify for tenure according to the provisions of the Ohio Revised Code.

V. A teacher shall be eligible for a continuing contract upon completion of three years in the district and upon satisfying all requirements under state law for certification and/or licensure.

VI. Contracts will be sent to teachers by May 10.

VII. All teachers who are awarded limited contracts shall receive contracts in the following sequence:

First Contract – one year limited contract
Second Contract – two year limited contract
Third Contract – three year limited contract

For any teacher, the superintendent on one occasion in the teacher's career may recommend a one year limited contract to the board of education when the teacher is otherwise eligible for a multi-year limited contract. At the conclusion of this one year limited contract, the teacher must be non-renewed or offered a multi-year contract consistent with the sequence noted above.

SECTION C. CONTRACT RENEWAL, FAIR DISMISSAL, SUSPENSION & TERMINATION

I. TERMINATION OF CONTRACT

The termination of a contract during the term of such contract shall be only for those grounds as set forth in Section 3319.16, Ohio Revised Code. The procedures for termination of a contract shall be as prescribed by Section 3319.16.

The competency of a teacher shall be evidenced primarily by the formal evaluation of the teacher's professional performance by the appropriate administrative superior.

II. SUSPENSION PENDING TERMINATION

A teacher suspended without pay pursuant to Section 3319.16, Ohio Revised Code, shall be paid his full salary for the period of suspension, if, after the hearing, the decision of the Board of Education is against termination.

SECTION D. EVALUATION

I. Coldwater Exempted Village School District will discuss options with the CTO and mutually select an evaluation system that aligns to the Ohio Department of Education's Teacher Evaluation System commonly known as OTES. Our evaluation system will align with the state framework, performance rubric, and collect evidence to support the teacher's rating to comply with state law and Board policy.

A. Teachers receiving Accomplished or Skilled ratings will be evaluated on the less frequent timeline in accordance with Ohio Revised Code and Board policy.

B. All evaluations will be conducted by a trained and approved evaluator employed by Coldwater Exempted Village Schools.

C. A teacher who was on leave for fifty percent of the school year or has submitted a notice of retirement and the Board has acted prior to the first day of December, does not have to participate in an evaluation.

II. Coldwater Exempted Village School District will discuss options with the CTO and mutually select an evaluation system that aligns to the Ohio Department of Education's School Counselors Evaluation System commonly known as OSCES. Our school counselor's evaluation system will align with state framework to comply with state law and Board policy.

A. Counselors receiving Accomplished or Skilled ratings will be evaluated on the less frequent timeline in accordance with Ohio Revised Code and Board Policy.

B. All evaluations will be conducted by a trained and approved evaluator employed by Coldwater Exempted Village Schools.

C. A counselor who was on leave for fifty percent of the school year or has submitted a notice of retirement and the Board has acted prior to the first day of December, does not have to participate in an evaluation.

III. Timeline

Not later than September 15 each year, or in the case of a new employee, within 15 days of the first day worked, each employee shall be notified in writing of the name of their evaluator.

An employee, newly employed, shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in a new assignment.

Evaluations will be completed by May 1st with the results being provided to the teacher by May 15th.

A teacher will be notified of a non-renewal prior to the June 1st deadline.

SECTION E. REDUCTION-IN-FORCE

I. When it is necessary to reduce the certified staff because of decreased enrollment of pupils, suspension of schools, or territorial changes affecting the district, return to duty of teachers on leave, reduction or inadequacy of funds for current operations, and discontinuance of instructional programs, the following procedures shall apply.

A. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacement for employees who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Attrition alone may not be sufficient to accomplish necessary reductions.

B. Reductions needed beyond those available by attrition will be made by suspending contracts. In making any such reduction, the board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

On a case-by-case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

1. All teachers will be placed on a seniority list in each teaching field for which they are certified. Teachers on continuing contract will be deemed senior to all teachers on limited contract in each teaching field for which they are certified provided he or she has taught at least (120) days in the ten calendar years immediately preceding the reduction or shows evidence that an upgrading through further study in the second area of certification has taken place during the same ten-year period, or will take place prior to the ensuing school year.

2. Seniority is defined as the length of continuous service in the Coldwater School District as a full-time employee. Seniority will not be interrupted by authorized leaves of absence. Part-time service will be credited towards seniority in proportion to the time worked by periods taught. By way of example, an individual employed on a half-time basis for the entire school year shall receive a one-half year credit towards seniority. Further, by way of example, an employee who taught five out of eight periods will get credit for 62% of a year for seniority purposes.

3. Factors other than seniority may be used to determine those affected by a reduction in force if it is clearly demonstrated by the Board that the use of such a factor is necessary to achieve a recognized educational goal that could not be met by strict adherence to seniority.

4. If two or more teachers have the same length of continuous service, seniority will be determined by:
   a. The date of the Board meeting at which the teacher was hired, and then by:
   b. The date the teacher signed the initial limited contract in the district;
   c. The date on which the teacher submitted the first completed job application within the two-year period preceding the

effective date of the teacher's first teaching contract with the Board of Education, if the date is available;

d. If any ties remain after (a), (b), and (c), they will be broken by lot.

C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to thirty-six (36) months from the date of the reduction. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list, who are certified for the vacancy and have either,
   a. Taught for at least (120) days in the area of certification in which the vacancy exists during the three (3) years preceding the reduction, or
   b. Taken an academic refresher course in the area of certification during the period he/she was on the recall list.

2. Teachers on the recall list will be eligible for recall for vacancies in areas for which they are certificated, provided they have either (a) taught in that area of certification for at least (120) days during the three (3) years preceding the reduction, or (b) taken an academic refresher course in the area of certification during the period he/she was on the recall list. Recall shall be in reverse order of reduction.

3. If a vacancy occurs, the Board will send a certified announcement to the last known address of the eligible teacher on the recall list who is qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. The teacher is required to respond in writing to the district office within fourteen calendar days. Any teacher who fails to respond within fourteen calendar days, or who declines to accept the position, will forfeit all recall rights.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff. Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.

SECTION F. PROTECTION OF TEACHERS

I. ASSAULT LEAVE

The C.T.O. will continue to enforce the provisions of ORC 3313.66, and these provisions will be communicated to all staff members annually.

It is recognized that during the enforcement of rules and regulations unforeseen events may occur. Therefore, the following benefit is provided to staff members.

Any teacher who is absent due to physical disability resulting from an assault which occurs in the course of Board employment, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided. The certificated employee shall apply for Worker's Compensation. On those days that Worker's Compensation benefits are paid, the Board shall pay to said employee the difference between the benefits received and the employees' regular salary. On those days that payment is made to the injured employee by the Bureau of Worker's Compensation, there shall be no deduction from the accumulated sick leave of the employee. Assault leave shall terminate at such time Worker's Compensation payments are terminated.

To take advantage of assault leave, the employee must furnish a signed statement on prescribed forms to justify the use of assault leave, and a statement from a licensed physician appointed by the Board of Education stating the nature and duration of disability. Falsification of employee statement is grounds for suspension or termination of employment under ORC 3319.16.

II. PERSONNEL FILES

A. All personnel records will be maintained in accordance with Ohio Revised Code chapter 1347, Personal Information Systems, Ohio Revised Code section 149.43.

B. Personnel records of the professional staff shall be filed in the central office of the Coldwater Exempted Village School District, or in the Superintendent's Office, and shall include, but not be limited to, the following:

1. Application for Employment, including references.
2. Copy of the latest contract, properly signed.
3. Copy of latest salary notice.
4. Ohio Teaching certificate.
5. Personal and professional data form.
6. Transcript of college credits showing the official records of the degree granted, original or certified copy.
7. Record of military service.
8. Evaluation documents.

C. Each teacher shall have the right to review his or her personnel file. A representative of the C.T.O. may, at the teacher's request, accompany the said member in such a review. Each teacher shall be notified in writing and shall have the opportunity to read and sign any material

before it is placed in his or her personnel file. Each teacher shall acknowledge that he or she has read the material by affixing his or her signature and the date to the copy. The affixed signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the teacher. The teacher shall have the right to reply, in writing, to any material contained in the file, and such reply shall be attached to the filed copy.

D. Anonymous letters or materials shall not be placed in a teacher's file, nor shall they be made a matter of record.

E. A teacher shall be entitled to a copy at his or her expense of any material in his or her file.

F. All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information.

III. COMPLAINT PROCEDURE

A. Upon receipt of parent, citizen or peer concern relating to staff members, the appropriate administrator shall discuss the matter with the staff member. If it is determined that the complaint is unwarranted, no written documentation of the complaint shall be included in the staff member's file. However, the document must be maintained in accordance with Ohio Revised Code Chapter 149.

B. If the administrator deems it appropriate after receiving a written complaint, a conference shall be scheduled with the complainant at a time mutually agreed to by the parties. The administrator shall make a written report of such conference and provide one copy to the staff member and to the complainant.

C. If the complainant is still not satisfied, the complainant may request a conference with the superintendent. If a conference is held, the superintendent shall make a report of said conference and provide a copy to the parties involved. Following the conference, the superintendent shall make a decision only after holding an independent conference with the staff member.

D. If the complainant is not satisfied, the complainant may request a meeting with a majority of the board in executive session. No decision shall be made by the board following a complainant conference without an independent conference in executive session first being held with the staff member and the board's and the staff member's representative(s) if desired.

E. No complaint shall be heard unless the appropriate procedures have been followed as described above.

SECTION G. TRANSFERS, ASSIGNMENT AND RE-ASSIGNMENT

I. RATIONALE

Although the Board and the C.T.O. recognize that frequent transfers and/or reassignments of a teacher from one school to another or assignment to another are disruptive of the educational process and interfere with optimum teacher performance, they also recognize that transfer and/or re-assignment of teachers may become necessary.

Final decisions on assignment rest with the Superintendent. Each teacher is entitled to a review conference with the Superintendent concerning final assignment.

When a reduction of the number of teachers in a school is necessary, all volunteers shall first be transferred if possible, after which, staff members will be reduced according to the reduction in force provision of this agreement.

II. ASSIGNMENT

A. Specific teaching assignments are made by the Superintendent. Teaching assignments are for one year only and may be changed by the Superintendent. Teachers shall not be assigned outside the scope of their certification. Non-degree teachers shall not be employed by the Board unless permitted by State Board Standards or Ohio Revised Code.

B. The Superintendent will provide each teacher with a written notice of his/her tentative instructional and building assignments on or before the close of the school year with the expressed understanding that assignments may be revised. Teachers shall be given in writing their definite daily schedule for the following year by August 1.

III. VOLUNTARY TRANSFERS OR RE-ASSIGNMENT

A. Regular staff members may request a change in position annually by letter to the Superintendent or by so indicating on the Intent Form distributed by the Superintendent. The Intent Form or letter must be received by the Superintendent by March 31. As teaching vacancies occur, staff members desiring to be considered may submit a letter requesting consideration for transfer to the vacant position within five (5) days after it is announced.

In acting on requests for voluntary transfer and/or re-assignment for vacant positions or newly created positions, the following criteria apply:

1. Individual Qualifications

   a. Determined by present certification
   b. Process of gaining certification
   c. Experience in similar positions

d. Service to students during past experience in similar position and in other positions
e. Experience in working with students, administrators and parents in similar positions

2. Instructional Requirements

3. Staff Availability and Experience

4. Where the foregoing factors are substantially equal, the preference in re-assignment and/or transfer shall be given to the applicant with greater number of years in the system.

5. III, A, 1, c-e are to be based upon recent appraisals.

6. Staff balances in schools affected, utilizing staff members to maximum efficiency, retaining strength of each building's staff insofar as teaching performance and/or special programs apply, and compatibility of personnel.

B. The denial of a request for a voluntary transfer or re-assignment shall be by written notification stating reasons for such denial. The denial of such a voluntary request shall show just cause. Any request that is denied, not showing just cause shall be considered a grievable item. Just cause being defined as outlined in items 1 through 6 above.

IV. INVOLUNTARY TRANSFER AND/OR RE-ASSIGNMENT

A teacher shall be notified in writing on or before the last day of the school year of any intent to transfer and/or reassign him or her to a different position or location for the coming school year. The written notification of change shall include reasons for the transfer. The teacher may, at his or her option, request a meeting with the superintendent concerning the transfer and/or re-assignment and may have a representative of his or her choice at such meeting.

If transfer or re-assignment must be made after July 10, the superintendent or his designated representative shall make a reasonable attempt to establish a meeting with such teacher and shall provide reasons in writing for such transfer. If the teacher cannot be contacted for the purpose of such meeting, notice shall be given by certified mail to such teacher's last known address.

In acting on Involuntary Transfers and/or Re-Assignment, the following criteria will apply:

1. Individual Qualifications
   a. Determined by present certification
   b. Process of gaining certification
   c. Experience in similar positions
   d. Service to students during past experience in similar position and in other positions

e. Experience in working with students, administrators and parents in similar positions

2. Instructional Requirements

3. Staff Availability and Experience

4. Where the foregoing factors are substantially equal, the preference in re-assignment and/or transfer shall be given to the applicant with greater number of years in the system.

5. III, A, 1, c-e are to be based upon recent appraisals.

6. Staff balances in schools affected, utilizing staff members to maximum efficiency, retaining strength of each building's staff insofar as teaching performance and/or special programs apply, and compatibility of personnel.

SECTION H. VACANCIES

I. Notices of vacancies and new positions within the certificated staff will be made known to the employees through faculty email and posted on the school website. A change in title or position for existing staff where in reality an opening does not exist shall be exempt from notice requirement.

II. In filling the vacancies, the Board agrees to give proper emphasis to the professional background and accomplishments of all applicants. Promotion will be made without regard to sex, color, race, creed, or marital status.

II. If a vacancy occurs on or after July 1 for the upcoming school year, the position shall be filled with a teacher employed under a one-year contract. The position shall then be posted at the appropriate time during the following school year.

SECTION I. SUBSTITUTE TEACHERS

I. The Board will make every effort to maintain an adequate list of substitute teachers. Substitute teachers will be provided for all classroom and special teachers, with the exception of guidance, speech, therapy, and tutorial personnel. Substitute teachers should be fully certified and qualified for the area in which they are to teach. If a properly certified and qualified teacher is not available for the absent teacher's subject, any fully certified teacher shall be obtained.

II. The regular teacher shall have completed all possible preparations to facilitate the work of the substitute including lesson plans, seating charts, and other pertinent details.

III. Each building principal shall impart to his substitute teacher those rules, regulations, schedules, suggestions, and aids, which specifically apply to his

building. The principal or other designated personnel shall assist the substitute in following the schedules and lesson plans of the regular teacher.

SECTION J. INSTRUCTIONAL STANDARDS

I. Every full time secondary certified and assigned personnel (9-12) will have a minimum of five (5) periods per week (200 minutes per week) for planning, conferences, professional study and lesson preparation. Full time elementary certified and assigned personnel (K-8) will have a minimum of 200 minutes per week. (Of that, there will be a minimum of three (3) thirty (30) minute blocks during the normal teaching week for planning, conferences, professional study, and lesson preparation.)
The Board of Education may provide Physical Education, Art, Music, and Guidance personnel in the elementary grades (1-8).

When a teacher is requested to cover a class during said teacher's planning period, lunch period, or any non-assigned time (e.g.: before or after the normal teaching day) by a supervisor, that teacher shall be reimbursed at the rate of $30.00 for internal subbing per class period of coverage. The reimbursement shall accrue in fifteen (15) minute segments to the nearest fifteen (15) minutes.

Due to revisions in daily teaching schedules, a situation may arise whereby a teacher has more time available for conference time than shown on the Daily Master Schedule. If this occurs, a building administrator may give notice the working day prior to reassignment that normal conference time is being changed to accommodate the revised schedule and that no compensation will be involved provided the staff member has time elsewhere during the day for conference time.

A teacher working on a course of study or periodic revision of a specific subject area, including textbook selection, outside the normal school day shall be compensated at a rate of $20.00 per hour after the initial five (5) hours of meeting. The reimbursement shall accrue in fifteen (15) minute segments, to the nearest fifteen minutes.

II. The Board will attempt to keep a pupil/teacher ratio at a level consistent with or better than the state minimum standards. In block scheduled classes each student will be counted as one student per period. Elementary class sizes will not exceed 24 students on average per grade level or one-hundred fifty (150) students in a departmental situation daily as of the first full week in October and is brought to the attention of the superintendent by a building administrator or the teacher(s) involved, the situation will be investigated within ten (10) teaching days. It is realized that individualized scheduling may cause some minor inconsistencies in departmental classroom sizes, but a concerted effort will be made to keep departmental class-section sizes consistent throughout the day. These provisions are not applicable to performance groups such as band and chorus.

If the investigation affirms that a ratio has been exceeded, a plan will be made for corrective action within thirty (30) days and communicated to the teacher(s)

affected, the building principal and the CTO. If the investigation affirms that a ratio has been exceeded and no changes in class size are made, a payment will be made at $200 per semester for each student over 150. Payment will be made on the pay period prior to Christmas and summer breaks.

SECTION K. INSERVICE & TEACHER WORK DAYS

I. SCHOOL CALENDAR

The work year shall consist of up to one hundred seventy-three (173) student days; one and one-half (1 1/2) teacher work days at the beginning of the school year; one (1) teacher work day at the end of the school year; and eight and one-half (8 1/2) professional development days.

Of the eight and one-half (8 1/2) professional development days, three (3) days shall be dedicated to individual teacher work time for end-of-quarter grading, including collaboration with grade level or content area teams. One (1) day shall consist of two (2) evening commitments for parent-teacher conferences and/or a schedule fair.

The total work year shall consist of one hundred eighty-four (184) work days.

SECTION L. TEACHERS NON-RESIDENT CHILDREN ATTENDING COLDWATER SCHOOLS

If the open enrollment policy is in place, natural or adopted children of Coldwater School employees must go through the open enrollment process. Natural children or adopted children of full-time employees shall be permitted to attend Coldwater Schools tuition-free provided there is space available for the child to attend Coldwater Schools and subject to the following conditions:

A. No child shall be permitted to enter Coldwater Schools pursuant to this provision if they have been, or currently are, expelled from a public or private school in the State of Ohio.

B. If a child enrolling pursuant to this provision requires special services, the parents of the child shall pay the full cost of the special services needed to educate the child to the extent the cost of said services exceeds the statutory tuition rate of the Board.

SECTION M. INTERNET USE POLICY

In the event the Board wishes to change its Internet Use Policy in a way that affects bargaining unit members, the Board will initiate negotiations about the matter in accordance with the negotiations procedures contained in this agreement before implementing a change.

SECTION N. CONTINUOUS IMPROVEMENT LEADERSHIP TEAM

A district-wide Continuous Improvement Planning Leadership Team (CIPLT) shall be established with the expressed purpose of initiating continuous improvement planning in the District. Activities, strategies, presentations and programs will be developed for the in-service days in each year and other Continuous Improvement Planning programs throughout the school year designed to generate the District Continuous Improvement Plan.

The planning coordinators shall be appointed by the Association President and the Superintendent. The CIPLT shall be composed of two teachers from each building (high school, middle school and elementary), and the two planning coordinators. All staff members shall be notified of the formation of CIPLT and be provided the opportunity to volunteer. The planning coordinators shall choose two members from each of the buildings from the list of volunteers. If there are not enough volunteers to fill the two positions for each of the buildings, then the planning coordinators may fill the vacancies. CIPLT meetings are open to all members of the CEVS staff.

All CIPLT members shall be paid $85.00 per day for up to ten (10) additional days of work as determined by the committee. The initial meeting dates shall be established by the CIPLT at the first meeting and follow-up days scheduled as needed.

SECTION O. MENTOR PROGRAM/NEW EMPLOYEE

A. New employees shall receive an orientation to practices and procedures within the District in a meeting immediately preceding the opening of the school year. During this meeting, the employees shall receive the following materials:

1. insurance information and sign-up cards
2. a copy of the Negotiated Agreement, a District Handbook, and Discipline Procedures and CTO President contact information
3. pertinent building policies and student handbook
4. other pertinent payroll information
5. The CTO President or CTO designated representative will be granted a mutually agreed upon time during the orientation meeting to meet with all New Employees.

ARTICLE III - SALARY SCHEDULE & COMPENSATIONS

SECTION A. SALARY SCHEDULE CONDITIONS ORC 3317.13

I. To be eligible for increased salary for additional training to begin with the first pay of a new school year, a teacher must file official transcripts for additional hours, and if advanced degree, must show degree earned before September 14, and before January 15 for second semester pay increase. Only training for which an accredited and official transcript of credit is available is acceptable for additional salary. Official transcripts received during a semester will allow for retroactive payment.

II. When salary schedule misplacement occurs, the following procedures will be implemented:

A. In the event of an overpayment to a staff member, the overpaid amount will be paid back to the District over the same period during which the overpayment occurred, or paid back to the District in less time if the employee requests to do so;

B. In the event of an underpayment to a staff member, the underpaid amount will be paid back to the employee within thirty (30) days of discovery and verification of the error.

Staff members are encouraged to annually review their personnel file contents and validate their current salary placement with the treasurer no later than the last teacher workday.

III. One hundred twenty (120) full time days under contract in a public school system in a school year will be recognized as a year of experience on the schedule.

IV. Experience from other public schools and chartered non-public (Ohio only) will be limited to ten (10) years including military service.

V. The Board of Education reserves the right to go beyond the salary schedule for extra assignment and specialization.

A. The Board of Education will use the following guidelines to assist with deciding placement of non-degree teachers in specialized areas on the salary schedule:

1. Years of service credit in business/industry or area of specialization will be granted by using two (2) years of work experience as equivalent to (1) year of teaching experience credit on the salary schedule for vocational teachers only.

2. When efforts to locate an acceptable, qualified teaching candidate are exhausted, the Superintendent may place the candidate on the salary schedule commensurate with present earnings upon verification of wages in private industry.

VI. Coaches and other activity advisors are paid extra for services rendered after the school day, on weekends, and during the summer.

VII. Teacher-building heads will receive schedule plus other consideration for extra time and responsibilities.

VIII. HIRING RETIRED TEACHERS

1. For initial placement of the salary schedule the employee will be placed at the negotiated step per the adopted salary schedule for the period that they are contracted for.
2. The employee will receive a one-year limited contract of employment. If re-employed for the next year, the employee would be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or multi-year contract.
3. Accumulated sick leave will be rolled over each year.
4. Teachers will be granted one (1) step for each year they continue employment with the district.
5. The employee will have insurance coverage paid by the board at the same rate as a regular teacher; including health, drug, dental, and life insurance fringe benefits offered under the negotiated agreement.
6. The employee will be entitled to all other benefits provided by the Collective Bargaining Agreement.
7. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in the Agreement or in any part of the Ohio Revised Code.

SECTION B. Advancing 2 steps each for Masters, MS+15 AND MS+30

I. To be considered for placement on the MS+15 and MS+30 steps on the PayScale of the base salary schedule, the following criteria must be met:

A. Approval of all course work by the superintendent in advance of enrollment.

B. The superintendent may request before starting course work that a conference be held to:

1. Evaluate transcript(s) of course work completed.
2. Evaluate proposed work to be completed.

II. To be considered for placement, the following criteria shall apply before course work will be approved:

A. All semester hours must be in the teacher's area of assignment and/or in general education courses applicable to all teaching areas, with the following exceptions (unless waived by the superintendent).

1. Not more than 1/3 of the total semester hours in General Education.

2. Not more than 1/2 of the total semester hours by Independent Study.

B. All semester hours must be taken after completion of the MS degree.

C. All semester hours must be graduate credit courses.

III. Final review for the advancement of 2 steps each for the Masters, MS+15 and/or MS+30 will be requested by a staff member through submission of a letter of request to the superintendent along with the following data:

A. Date of completion of MS.

B. Official transcript of completed course work.

SECTION C. SUPPLEMENTAL SALARY SCHEDULE CONDITIONS

I. The supplemental teacher's contract for extra-duty assignment for which additional compensation is granted shall be separate from and in addition to the regular teaching contract. The supplemental contract shall include:

A. Number of year(s) contract will be in force.

B. Specific assignment (i.e.: varsity high school football, girls' high school basketball, etc.)

C. Compensation, which will be paid.

D. Number of payments of compensation.

E. Period of employment, including beginning and ending dates.

II. CONDITIONS FOR EXPERIENCE

Recognized experience from other systems shall be credited for actual experience received, but shall not exceed actual experience in the position.

III. If the employee does not complete the supplemental duties, the employee shall only be paid a pro-rated amount.

SECTION D. PAY PERIODS AND DEDUCTIONS

I. Teachers shall be paid on the basis of 24 semi-monthly pays.

II. Teachers who choose shall be paid the balance of their pay due on June 16 or any regular pay day thereafter rather than continuing to receive the bi-weekly payment throughout the summer months if such teacher is resigning, retiring or has other valid reasons justifying such payment. A written request for total payment must be made to the Treasurer of the Board of Education at least two weeks prior to the payday on which such total payment is expected.

III. Teachers shall have the right to have membership dues deducted for the Coldwater Teachers Organization, Western Ohio Education Association, Ohio Education Association, and the National Education Association according to a plan agreed upon by the Board and the C.T.O. Each teacher shall indicate individually

to the Treasurer by written assignment that they wish to have these deductions made. Deductions are to be prorated monthly.

IV. Deductions for tax-sheltered annuities may be deducted from all pay periods of each month but not fewer than two. Enrollment period for tax sheltered annuity deductions can begin in any month upon one-month notice with properly certified enrollment form complete by an annuity specialist. The teacher assumes the responsibility of notifying the Treasurer in writing that a payroll deduction for tax-sheltered annuity is to be made.

V. All employees are required to have their paychecks automatically deposited. Deposits may be made into separate accounts and the bank and/or accounts may be changed during the year on advanced notice and completion of necessary authorization forms.

SECTION E. TUITION REIMBURSEMENT

I. The Board of Education will appropriate annually an amount equal to 80% of the base salary on the teacher's salary schedule.

II. The Board of Education will reimburse staff members at the rate of $150.00 per semester hour or $100.00 per quarter hour up to a maximum of $900.00 encumbered per fiscal year (July through June), upon meeting the following criteria.

A. Application

1. Applicant will not request to be released from employment for a period of two (2) years. If such a release is requested and granted, the amount of tuition reimbursement received during the time period for the course(s) will be reimbursed to the Board of Education by employee. This section does not apply to employees subject to reduction in force.

2. Course work would be restricted to an educational area that would benefit the school system.

3. Applicant will attest that no other compensation from any source is being received.

4. The reimbursement rate does not exceed the actual tuition assessed by the college/university granting the credit.

5. Course work is from an approved college and/or university.

6. Course work is successfully completed.

B. Application Procedures

1. An application will be filed and approved by the superintendent prior to enrolling in the course.

2. Application will list course and tuition amount being requested.

3. Upon approval by the superintendent, a purchase order will be issued.

C. Completion

Upon completion of the course work, the applicant will submit to the superintendent the following:

1. Proof that payment of tuition has been made by applicant.

2. Official grade report or transcript indicating successful completion of the course(s).

3. If Independent Study, a copy of the work completed for review by superintendent.

D. Payment requests (grades) for tuition reimbursement must be submitted within eighteen (18) months from the beginning of the course. If the university grants an extension in writing for course completion, Coldwater EVSD will grant up to a maximum of twelve (12) months for grade submission.

III. Allocation of amount available to staff members will be done as follows:

Course reimbursement requests will be numbered according to date turned in to the central office; said funds will be allocated annually on a first come first serve basis until annual allocation is exhausted.

ARTICLE IV - LEAVE PROVISIONS

SECTION A. SICK LEAVE

I. Days of absence authorized under this provision shall be deducted from the unused sick leave accumulation. One and one-fourth days of sick leave shall be granted full time teaching employees for each completed month of service, up to fifteen (15) days per year. (Sick Leave record will be maintained to reflect the total unused accumulation.) Employees newly hired by the district before July 1, 1998, shall be entitled to accumulate a maximum of 325 days of sick leave. However, employees newly hired by the district between July 1, 1998 and June 30, 2014, shall be entitled to accumulate a maximum of 215 days of sick leave. Likewise, employees newly hired by the district on and after July 1, 2014, shall be entitled to accumulate a maximum of 180 days of sick leave.

II. Upon employment, a teacher from outside the Coldwater Exempted Village School System will be given credit for no more than 120 accumulative sick leave days. Thereafter unused sick leave will accumulate to the maximum allowable by the terms of this agreement. This provision is intended to supersede the conflicting provisions of Ohio Revised Code section 3319.141.

III. Should an employee have absences due to illness of more than the total accumulated sick leave of such employee, the employee will be granted an advancement of sick leave to a maximum of ten (10) days if requested. If the employee would resign, be placed on leave of absence or become deceased before this advancement of sick leave has been earned back, such unearned sick leave shall be deducted from adjusted final pay or a claim shall be made against the employee or his estate.

IV. Sick leave shall be available to a school employee for absence due to personal illness, injury, medical appointment, illness or injury associated with pregnancy, exposure to a contagious disease, and for illness/injury in the employee's immediate family. Immediate family is defined as employee's spouse, child(ren), grandchild(ren), parents, and spouse's parents, daughter-in-law, son-in-law, or member of employee's immediate household (as established by permanent residence). The superintendent can approve up to one sick day leave for an absence due to the death of a non-family member that was extremely close to the employee.

V. For purposes of absence due to death in the employee's immediate family for which the total sick leave allowable will be contingent upon the employee's individual situation, immediate family shall be defined to include: children (biological, foster, adopted, step), spouse, parents (maternal, paternal, step), brothers, sisters, step brothers, step sisters, aunts, uncles, nieces, nephews, grandparents, grandchildren, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, and other persons who reside in the employee's household. In case of death of other persons, a request for sick leave usage may be granted a maximum of five (5) days funeral leave from their sick leave by the Superintendent. Such request for sick leave usage shall not be unreasonably denied nor shall the decision of the Superintendent be arbitrary or capricious.

VI. Sick leave notification forms must be completed for any day or portion thereof (in one-quarter day increments; i.e. ¼, ½, ¾ or full day). Any portion of a day missed will be rounded to the next highest quarter of a day.

VII. If an "Emergency Day" or holiday is called by the Superintendent on which the schools are closed during a sick leave period, the teacher will not be charged with a sick leave day.

VIII. Any teacher whose personal illness extends beyond the termination of his accumulated sick leave, at his written request, shall be granted a leave of absence without pay for the duration of such illness, but not to exceed two years. Section 3319.13 of the Revised Code shall prevail.

IX. Employees are to be notified of their cumulative sick leave at the time new contracts are issued or salary notices are issued.

X. Sick leave shall be available for purposes of medical appointments, illness, or injury related to pregnancy, childbirth, or placement of an adopted child. Following childbirth, an employee may use up to six (6) weeks of accumulated sick leave under normal circumstances. If additional time is medically necessary, up to eight (8) weeks total may be used with written documentation from the employee's physician supporting the need for extended recovery.

In the event of adoption, an employee may use up to six (6) weeks of accumulated sick leave for the purpose of initial care and placement of the child.

Sick leave used under this provision shall run concurrently with leave provided under the Family and Medical Leave Act (FMLA). Total leave shall not exceed twelve (12) weeks in a twelve-month period in accordance with FMLA, unless otherwise permitted under Board policy.

In the event of adoption, the adoptive parent may use up to six weeks accumulated sick leave.

XI. If the Board suspects that an employee is abusing sick leave or using the leave for an unapproved reason, the Board may require that the employee provide written medical certification from a treating physician that the employee was unable to perform his/her duties due to the illness or injury.

XII. If an employee has perfect attendance during each quarter of the school year, they will receive a one-time stipend of $300.00 per quarter. Teachers can utilize personal leave and still remain eligible for the perfect attendance stipend.

SECTION B. UNPAID LEAVE OF ABSENCE

I. FAMILY LEAVE

A. The Board of Education will provide the provisions of the Family and Medical Leave Act (FMLA) of 1993 to all members of the Bargaining Unit.

B. The use of the FMLA will not be counted against any other existing leave within the Master Agreement.

II. UNPAID LEAVE OF ABSENCE

A. Definition

An unpaid leave of absence shall be defined as a Superintendent approved absence from work during which time no salary, wage, or board paid (including partially board paid) fringe benefits will be made.

B. Contract

The individual employment contract of an employee on an unpaid leave of absence shall continue to run during the period of such leave, and therefore shall be subject to renewal or suspension as otherwise provided by law.

C. Requests

1. All requests for unpaid leaves of absence must be submitted, in writing to the superintendent. The request shall include the purpose and the proposed starting and ending dates of leave.

2. Requests shall be submitted as far in advance of the requested leave date as possible. An unreasonably or unnecessarily brief notification, in the sole judgment of the superintendent, shall constitute sufficient reason to deny the request.

D. Employee Illness or Disability

An unpaid leave of absence requested for the purpose of the employee's illness or disability shall be granted for a period not to exceed two (2) years.

E. Benefits

An employee may continue to participate in district group insurance programs only if he/she is willing to assume the full cost of the coverage. Such payments shall be made, in advance, by the employee in the manner prescribed by the Treasurer's Office.

F. Abuse

Use of leave of absence for a purpose other than that stated in the approved leave request shall constitute grounds for termination of the employee's contract.

G. Leave Provisions

1. Time spent on approved leave of absence shall not be counted toward salary schedule increments or retirement.

2. Upon the expiration of the leave, the employee shall assume the contract status held at the time the leave was granted, including any modification of the status arising out of Section A.-II. above, but not necessarily position previously held.

SECTION C. PERSONAL LEAVE

An employee is entitled to four (4) personal days. An employee may carry over one (2) per year from the previous year for a total of five (6) per school year. Personal days shall be granted upon request without a reason required.

Granting of personal leave will be contingent upon the availability of substitutes and no more than 10% of a building staff on personal leave on any given day. Granting of personal leave may be limited and/or denied during statewide mandated testing if the requesting employee is involved in administering the test.

The above limitations do not apply to special situations approved by both the immediate supervisor and the superintendent.

Staff not using personal leave during a school year will be reimbursed $85.00 (eighty-five dollars) per each unused full day, with reimbursement to be paid the first payroll in July.

Per prior agreements made before July 1, 2004, the provision to reimburse staff member at the time of severance for ½ day for each year no personal leave is used will be continued until calculations through June 30, 2004 are exhausted.

SECTION D. ATTENDANCE OF PROFESSIONAL MEETINGS AND CONFERENCES

I. GENERAL

The superintendent or his/her designee shall be responsible for excusing members to attend professional meetings and/or conferences. Upon final approval, the Treasurer of the Board of Education will reimburse for the amount of approved expenses.

Bargaining unit members excused from regular duty to attend professional meeting/conference shall receive full (regular) pay during the time of attendance.

The Board of Education will employ and pay the salary of a substitute for a bargaining unit member to attend a professional meeting/conference.

The Board will annually appropriate to the professional leave/conference fund, an amount equal to 45% of the then current BS-0 salary schedule. Any amount not expended from that fund established by the Board of Education in any year will be added to the amount appropriated the following year. At any time, the Auditor of the State has certified a cash flow deficit for the school district, and the district's plan for loan conditions has been accepted by the State Department of Education, the Board of Education will transfer any unencumbered amount in the fund to any other line item in its General Fund. In any given year, when the balance in the fund reaches -0-, no expenditures will be approved thereafter for that year.

Total amount will be allocated to each building on a percentage basis upon total count of bargaining unit staff per building.

II. APPLICATION PROCEDURES

Bargaining unit members requesting professional leave must submit a written request for approval. Such request will include information and documentation concerning the reason for leave, the date of the leave, the estimated cost, the purpose of the leave, and the relationship of the meeting to the member's job assignment. Request forms may be obtained in any building office or the Central Office.

All applications for professional leave/conferences must be submitted at least ten (10) working days prior to the intended use of the professional leave. There will be provision on the application for principal signature. However, the decision for approval rests with the superintendent or his/her designee. Revised requests may be submitted for consideration.

Requests for professional leave approved or not approved will be returned to the applicant within five (5) working days after the application has been received by the superintendent or his/her designee. When an application for professional leave/conference is denied, the reason for denial will be given to the applicant in writing.

III. GUIDELINES FOR APPROVAL OF PROFESSIONAL LEAVE REQUESTS

A. Professional leave/conference requests will not be authorized for in-service credit established by the Coldwater E.V.S.D.

B. Professional leave/conference requests would normally not be approved for use immediately before or immediately after a vacation period.

C. If the leave request is denied because of lack of funds, a staff member may, with approval, assume the expense of attending the meeting with the cost of the substitute only borne by the Board of Education.

D. Each professional leave/conference request will be judged upon its individual merits, based on the premise established in the opening paragraphs of this article and the criteria established.

E. All bargaining unit members will be given equal consideration for professional leave.

IV. CRITERIA

In considering the individual applications of bargaining unit members, the superintendent or his/her designee shall utilize the following criteria:

A. The possible value of the meeting, workshop, seminar, etc. in relation to its cost.

B. The relationship of the meeting, workshop, conference seminar, etc. to the scope of the applicant's job responsibility.

C. The availability of substitutes to maintain the school program.

D. The bargaining unit member's professional affiliation with the sponsoring agency.

E. The applicant's responsibility to the sponsoring organization. (Is he/she an officer of the organization and/or an active participant in the meeting?)

F. The number of previous requests or use of professional conference trips in a given year. (Generally speaking, bargaining unit members who have not previously utilized such absences will be given preference over those who have been approved for meetings earlier in the year.)

G. Over a four-year period no bargaining unit member will be approved for a National/State conference, seminar, workshop (lasting more than one working day) more than three times for a State level meeting and more than once for a National meeting.

H. First preference annually will be given to bargaining unit members who are serving on the Curriculum Committee(s) whose course of study is up for adoption for attendance at subject area conferences, workshops, seminars, etc.

I. The amount of funds appropriated in the professional meeting/conference account.

J. The seniority of the bargaining unit member in the Coldwater Exempted Village School District.

V. CRITERIA FOR REIMBURSEMENT OF EXPENSES

A. Prior approval for the use of professional leave and expenses must be granted.

B. A request for reimbursement must be filed in accordance with the established procedures on the Application/Reimbursement Form. (Appendix)

C. Request for reimbursement shall be submitted to the superintendent or his/her designee within five (5) working days of the bargaining unit member's return from professional leave.

D. The bargaining unit member shall submit the approved leave request form, and all required receipts for expenses incurred.

E. Receipts for hotel bills, motel bills, toll charges, plane or train fares, transportation, registration fees, and other approved expenses for the professional trip will accompany the account statement.

VI. REIMBURSEMENT TO BE PAID

The following guidelines shall prevail when determining the allowable reimbursement for professional leave.

A. The participant shall receive his/her regular compensation for the day(s) excused for the purpose of using professional leave.

B. The cost of substitutes will be paid from the district fund for approved absence for professional leave.

C. All fees for registration materials, etc. will be considered reimbursement when included as part of the initial registration fees.

D. Banquet/costs are reimbursable when the banquet/lunch/dinner is a regular part of the meeting or conference.

E. All meals while in attendance at, and traveling to and from the conference, seminar, workshop, etc. are reimbursable to a maximum of thirty ($30.00) per day.

F. Transportation cost will be approved when applicable within the following guidelines:

1. Mileage to and from the meeting based on the standard rate established by the Board of Education. (Normally, when two (2) or more representatives are attending the same meeting, only one (1) mileage allowance will be paid. Maximum travel allowance will be the lesser of air coach and per mile rate.)

2. Toll charges, parking fees, etc. will be approved when applicable.

3. When travel by plane is approved, the cost of coach fare only will be approved.

4. Expenses incurred through the use of public conveyances (when private auto is not available), taxis, and airport limousines as a result of travel to and from meetings and accommodations will be considered as refundable.

G. Hotel or motel rate should be based on the normal range of cost in the area where the meeting is held. When possible, bargaining unit members will share accommodations to reduce costs. Requests shall be

made by participant to receive the lowest rate of accommodation at the establishment of acceptable quality. Reimbursement will be paid on an actual cost of lodging. The participant shall be provided with lodging when the event is held at a location more than one hundred (100) miles away from the Coldwater city limits.

H. Reimbursement will be at 100% of actual incurred expenses under guidelines of this professional leave provision.

I. Reimbursement shall occur within thirty (30) days of approval of expenses.

J. No alcohol related items will be reimbursed. No receipts with alcohol related items listed will be accepted.

SECTION E. MILITARY LEAVE

In accordance with the provisions of Section 3319.14 of the Ohio Revised Code and in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA), military leave of absence will be granted to any member of the certificated staff who is drafted or recalled to active duty with any branch of the Armed Services of the United States. Voluntary re-enlistment immediately terminates military leave granted. Credit will be given on the salary schedule for military service up to a maximum as provided by the adopted salary schedule.

SECTION F. JURY DUTY

Members of the bargaining unit upon notification to the Superintendent shall be eligible for leave for the number of days or partial days needed to serve for jury duty or as a subpoenaed witness to a jury or court provided the subpoena to a court isn't as a party in a suit against the Board of Education or a member of an organization and/or agency which has brought suit against the Board of Education. Upon submission of proof of jury service or subpoena service, the member shall be paid the difference between his/her pay received for said service and his/her regular salary for the number of days involved. Such leave shall not be deducted from sick leave and shall be in accordance with ORC 3313.211.

SECTION G. ASSOCIATION LEAVE

The Coldwater Teachers Organization shall be granted up to a maximum of seven (7) days of professional leave to attend to Association duties including the OEA delegate assembly that cannot be performed at times other than normal school days.

Such leave shall be granted upon written request from the President of the Coldwater Teachers Organization to the Superintendent.

Such written notice shall include the name of the teacher taking the leave, and the day(s) required for the leave. All expenses to attend such meetings shall be borne by the Association. The Board of Education will pay for the cost of substitutes should they be needed for the first three (3) days and the Association will pay for the cost of substitutes should they be needed for the remaining four (4) days.

SECTION H. NEA LEAVE

The superintendent or his/her designee shall grant leave to the current member of the NEA Board of Directors up to ten (10) days to attend Professional Meetings or Conferences held by the NEA if NEA reimburses the Board of Education the cost of substitutes. The leave shall be in writing, to the Superintendent as far in advance as possible, and state the purposes and dates.

Such leave will not be taken from the seven (7) days of professional leave granted from SECTION H. ASSOCIATION LEAVE.

If leave is granted, the employee shall receive full (regular) pay and full contractual fringe benefits during the time of attendance at the professional meetings or conferences.

SECTION I. SICK LEAVE BANK

Each certificated staff member may contribute one day of their accumulated sick leave to the sick leave bank. Additional donations may be made by each certificated staff member upon the agreement of the sick leave bank committee. Only contributors can draw from the bank.

a. Composition

   Two CTO members; superintendent, treasurer or designee.

b. Operation of the Bank

   To be determined by the Sick Leave Bank Committee.

ARTICLE V - FRINGE BENEFITS

SECTION A. WORKMEN'S COMPENSATION

Workmen's Compensation coverage for teachers will be provided by the Board of Education as required by the provisions of the Ohio Revised Code.

SECTION B. FACULTY FACILITIES

Each school is expected to have the following facilities:

1. Space provided in the classroom in which teachers may safely store instructional materials and supplies.
2. A workroom shall be made available in each building containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. There shall be adequate lunchroom facilities, teachers' workroom, and adequate rest room and lavatory for teachers' use.
4. Adequate free parking facilities shall be provided close to or adjoining the school.

SECTION C. HEALTH INSURANCE

The Board shall offer and contribute to health insurance coverage for each eligible certified employee now or hereafter employed and his or her family. The CTO recognizes the Mercer-Auglaize Benefit Trust as its vehicle for assisting in determining insurance coverage.

HEALTH INSURANCE

The Board of Education will pay 87.5% of the High Deductible Health Plan premium, the employee will pay 12.5% of the High Deductible Health Plan premium.

The Board of Education will contribute $1,000.00 for a single High Deductible Health Plan HSA account and $2,000.00 for a family High Deductible Health Plan HSA account. This contribution will be paid on the 1st pay period of the calendar year.

If two employees are married to each other, they are only eligible for one family plan or two single plans.

A Section 125 shall be established for present plan contributors. A flexible spending plan will be offered to each employee, with each employee being responsible for any service fees assessed for the individual account.

If the employee chooses to opt out of the plan totally, the employee therefore receives $3,000.00 at the end of the plan year. The enrollment period is from November 1 through November 30 (coverage effective January 1) annually. The employee must choose their insurance coverage annually during the enrollment period. Thereafter, any teacher may elect a change to their insurance coverage only if there is a qualifying event, such as death in the family, change in marital status, etc. Married couples where both persons are employees of the school district-are not eligible for the opt out.

If an employee voluntarily leaves employment with Coldwater Exempted Village School District during the current plan year (January through December) for which the employee is eligible to receive the annual opt out payment, the employee will forfeit the opt out payment for that current calendar year.

SECTION D. GROUP TERM LIFE INSURANCE

The Board shall provide (from a carrier licensed by the State of Ohio) group term life insurance for each certificated employee in the amount of $35,000 plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board.

The Board shall allow individual employees to purchase additional amounts of coverage through payroll deductions provided the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

SECTION E. DENTAL INSURANCE

The Board of Education shall purchase (from a carrier licensed by the State of Ohio) group dental insurance for each certificated employee and the premium shall be paid as listed above in Section C. If two employees are married to each other, they are only eligible for one family plan or two single plans.

SECTION F. SEVERANCE

An employee, hired prior to July 1, 2014, at the time of his/her retirement from service with the Coldwater EVSD, and notification by the State Teachers Retirement System, that the employee is eligible and is participating in the Retirement System shall be paid 35% of his/her unused accumulated sick leave (as set forth in Article IV, Section A, Paragraph I at the daily rate of his/her basic contract in the year of his/her retirement) if he/she submits his/her letter of resignation for retirement purposes to the superintendent no later than June 15 of each year for retirement effective that same calendar year. If a letter of resignation for retirement purposes is submitted to the superintendent after June 15 of each year for retirement effective of that same calendar year, the payment shall be reduced to 30% of his/her unused accumulated sick leave.

An employee, hired on or after July 1, 2014, at the time of his/her retirement from service with the Coldwater EVSD, and notification by the State Teachers Retirement System, that the participating employee eligible, shall be paid 25% of his/her unused accumulated sick leave (as set forth in Article IV, Section A, Paragraph I) at the employee's current teacher per diem contract rate if he/she submits his/her letter of resignation for retirement purposes to the superintendent no later than April 1 of the current school year. If a letter of resignation for retirement purposes is submitted to the superintendent after June 15 of the current school year, the payment shall be reduced to 20% of his/her unused accumulated sick leave.

The Superintendent and Board of Education can waive the June 15th deadline for extenuating circumstances. As an example, if STRS would change years of service for retirement after June 15th this would be waived.

To be eligible for such severance payment, the employee must have been employed by Coldwater E.V.S.D. for the immediate preceding ten years. Severance payment will cancel all unused sick leave. Severance payment shall be paid within nine months of date of retirement.

Severance payments must be paid through an annuity provided by Voya or be paid directly to the employee.

In addition, personal leave accrued in Article IV, Section C shall be added to the total number of accumulated sick leave as calculated above. Please see the Treasurer if you would like your severance payout estimated.

ARTICLE VI - GRIEVANCE PROCEDURE

I. DEFINITIONS

A. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication:

a. of the written agreement entered into between the Coldwater Board of Education and the Coldwater Teachers Organization, or

b. of established Board policy or school regulation affecting teacher personnel, including administrative regulations affecting teacher personnel.

B. An individual grievant shall mean a person alleging that some violation, misinterpretation or misapplication of one of the aforementioned agreement provisions had actually occurred.

C. Group grievant shall mean a group alleging that some violation misinterpretation or misapplication of the aforementioned agreement shall have arisen out of similar circumstances affecting each member of said group.

D. Party in interest - A representative of the Coldwater Teachers Organization may serve as a party in interest at each step. It is assumed that the Organization shall be a party in interest in a group grievance.

E. The term DAYS in this grievance procedure shall mean SCHOOL DAYS. The number of days indicated at each step shall be considered maximum, and every effort shall be made by all parties to expedite the process.

F. Record of grievance proceedings will not be maintained in the grievant's personnel file.

F. Resolution - If an appeal to the next level or step is not filed by the individual or group grievant within the time limit specified, the grievance will be termed settled on the basis of the disposition at the preceding level.

II. STEP ONE

Any teacher having a complaint shall first discuss such complaint with the immediate superior or administrator.

If the discussion does not resolve the complaint to the satisfaction of the teacher, such teacher shall have the right to lodge a written grievance with such teacher's building principal. If such grievance is not lodged within fifteen (15) days following the act or condition which is the basis of said grievance, such grievance shall no longer exist. The written grievance shall be on a standard form supplied by the Board and shall contain a statement of the facts upon which the grievance is based and a reference to the specific provision of the aforementioned agreement allegedly violated, misinterpreted, or misapplied and relief sought. A copy of such grievance shall be filed with the Superintendent, and a copy shall be given to the Organization.

The teacher shall have the right to request a hearing before the building principal. Such hearing shall be conducted within five (5) days after the receipt of such request. The aggrieved teacher shall be advised in writing of the time, place and date of such hearing, and shall have the right to be represented at such hearing by a representative of the Teachers Organization.

The building principal shall take action on the written grievance within five (5) days after the receipt of the grievance, or, if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the teacher and the Superintendent, and a copy shall be given to the Organization.

III. STEP TWO

If the action taken by the building principal does not resolve the grievance to the satisfaction of the teacher, such teacher may appeal in writing to the Superintendent. Failure to file such appeal within five (5) days from receipt of the written memorandum of the principal's action on said grievance shall be deemed a waiver of the right of appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after the receipt of request. The aggrieved teacher shall have the right to be represented at such hearing by a representative of the Teacher Organization.

The Superintendent shall take action on the appeal of the grievance within five (5) days after the receipt of the appeal, or, if a hearing is requested within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies shall be given to the Organization.

IV. STEP THREE

If the grievance involves the alleged violation, misinterpretation, or misapplication of established Board policy, school regulations or administrative regulations affecting teacher personnel (paragraph I.-A.-(2) under Definitions) and the action taken by the Superintendent does not resolve the grievance to the satisfaction of the teacher, such teacher may appeal the Superintendent's decision to the Board of Education by filing a written request for such appeal with the Treasurer of the Board within five (5) days after receipt of the disposition of the Superintendent. The Board shall hear the appeal at its next regularly scheduled meeting provided that five (5) days must have elapsed between the filing of the request for appeal with the Treasurer and the date of the Board meeting. This five-day period may be waived if the

parties mutually consent, otherwise the appeal shall be heard by the Board at its next regular meeting thereafter. The grievant and the Superintendent may be represented by counsel or other representative at the Board hearing. The final decision on the matter shall be made by the Board following the hearing. If the grievant fails to file, the written request for such appeal with the Treasurer within five (5) days of the disposition of the grievance by the Superintendent it shall be deemed a waiver of the right to appeal to the Board.

V. STEP FOUR

If the grievance involves the alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board of Education and the Coldwater Teachers Organization (paragraph I.-A.-(l) under Definitions), STEP THREE shall not apply, but, instead the following arbitration procedure shall be followed:

REQUEST FOR ARBITRATION

Individual teachers who submit grievances through the Coldwater Teachers Organization based on alleged violation of any specific provision of the written agreement between the Coldwater Teachers Organization and the Coldwater Board of Education shall request arbitration with the approval of the Coldwater Teachers Organization in accordance with this provision if the grievance is not satisfied at STEP TWO.

The request for arbitration must be submitted in writing to the Superintendent no later than five working days after receipt of the Superintendent's decision. Failure to timely file a request for arbitration will be deemed a waiver of any right to arbitration. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the written agreement allegedly violated and relief sought. Disputes arising in the course of negotiations are not subject to arbitration.

SELECTION OF THE ARBITRATOR

The arbitrator shall be appointed by the Board of Education and the grievant or their designated representatives, from a list of seven (7) names submitted by the American Arbitration Association. If the parties cannot agree on the selection of an arbitrator, the arbitrator shall be designated by the American Arbitration Association.

DETERMINATION OF ARBITRABILITY

At any time prior to the Arbitration hearing, the Arbitrator may be requested to determine whether or not the grievance is a proper subject for arbitration under the provisions of this agreement. If such request is made, the Arbitrator shall rule on the issue prior to hearing any testimony on the merits of the grievance.

AUTHORITY OF THE ARBITRATOR

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, or to make any award, which is inconsistent with the terms of the Agreement or contrary to law. The arbitrator shall have no authority to hear or determine any grievance, which is not based on an alleged violation of a specific provision of the written agreement between the Coldwater Teachers' Organization and the Board of Education.

Bargaining unit members claiming to have been aggrieved as a result of failure of the Board to comply with the evaluation procedures set forth in this agreement may be awarded an additional contract of employment if such member establishes to the satisfaction of the arbitrator that the grievance related to the procedural default; as limited by the evaluation provisions of this agreement, that the member has complied with the notice requirements of the evaluation procedure and that the default resulted in prejudice in the consideration or award of a contract to a member. In such event, the arbitrator may award an additional limited teaching contract for a period of one year, or if the bargaining unit member is eligible for a continuing contract, either an extended limited contract for a period not to exceed two years or a continuing contract of employment.

THE ARBITRATOR'S DECISION - COST OF ARBITRATION

The arbitrator shall make his report and recommendation to the grievant, the Superintendent, the Treasurer of the Board of Education, and the President of the Organization. His decision shall be binding upon the parties. Cost of arbitrator's services shall be divided equally between the Board of Education and the Coldwater Teachers Organization.

ARTICLE VII - CHRONIC/COMMUNICABLE DISEASE POLICY

The Coldwater Exempted Village Board of Education (BOE) and the Coldwater Teachers' Organization (CTO) recognize that chronic/communicable diseases are a significant medical and social problem. Both the BOE and the CTO desire to protect the rights of individual employees who may be infected as well as the rights of non-infected students and staff.

A. Definition of Chronic/Communicable Diseases

A chronic disease is one, which will remain with the individual for life. A communicable disease is one which can be transmitted to others. Examples of such diseases would include AIDS, Hepatitis A, MS, MD, CMV, and Epstein-Barr. (This list is not meant to be all-inclusive.)

B. Confidentiality

1. Information concerning the health of any employee should be treated as confidential and should be made known only to those who are required to have this information. Persons who have been informed of a person's health status must be acutely aware that they are not at liberty to share such information.

2. Mandatory screening as a condition of employment is prohibited. No employee shall be subjected to involuntary testing..

3. Cases of chronic/communicable diseases shall be treated no differently than any other medical disability (See Art. IV - Leave Provisions).

C. Reporting of Cases

1. In some individual cases, where the specific chronic/communicable disease may be transmitted through casual contact, the Mercer County Health Department, after being advised by the Ohio Department of Health, may relay information to the school in order to protect uninfected students and staff.

2. An individual employee may voluntarily inform school district officials of his/her condition.

3. Communications regarding chronic/communicable disease cases should be made directly to the Superintendent.

D. Evaluation of Condition

1. The affected employee and the superintendent may meet and determine a mutually acceptable job assignment with regard to the employee's medical condition.

2. In the event that the affected employee and the superintendent are unable to agree on an acceptable job assignment, an evaluation team (see E below) will be formed within 15 working days to make such a determination.

3. In the event that a health risk becomes apparent which has the potential to affect many or all employees or students, a physician representing the appropriate health district may intervene and recommend an emergency solution that will prevent the spread of the disease.

E. Evaluation Team

If necessary (See D.2), the superintendent and the affected employee will jointly appoint (within 15 working days) an evaluation team to make a recommendation regarding that employee's future employment.

The composition of the team will be:

1. The affected employee's medical representative
2. The affected employee or his personal representative
3. The superintendent's representative

(Team members have the authority to request additional expertise as may be considered necessary and appropriate.)

F. Duties of the Evaluation Team

The evaluation team will:

1. Determine whether or not the employee's current medical condition imposes a substantial health risk to others in the school environment and the rationale for that finding. In making this determination, the evaluation team shall consider:

    a. The nature of the risk of the employee's medical condition (how the disease is transmitted)
    b. The duration of the medical condition (how long is the carrier infectious)
    c. The severity of the risk of the medical condition (what is the potential harm to third parties)
    d. The probability the disease will be transmitted and will cause varying degrees of harm

2. Determine whether or not the employee is able to remain in his/her current job or requires a job assignment under modified conditions.

3. Report to the superintendent in writing (within 10 working days) its recommendation.

    a. Will meet at the call of any team member to review the circumstances of the infected employee. If the review suggests a need to revise the initial recommendation, it will be done in a timely manner in writing to the superintendent.

COLDWATER EXEMPTED VILLAGE SCHOOLS
TEACHER SALARY SCHEDULE
2026-2027, 2027-2028 AND 2028-2029

Base:	$44,075.00						
Step			Step			Step	
A	$45,397.25		P	$65,231.00		EE	$85,064.75
	3.00%			48.00%			93.00%
B	$46,719.50		Q	$66,553.25		FF	$86,387.00
	6.00%			51.00%			96.00%
C	$48,041.75		R	$67,875.50		GG	$87,709.25
	9.00%			54.00%			99.00%
D	$49,364.00		S	$69,197.75		HH	$89,031.50
	12.00%			57.00%			102.00%
E	$50,686.25		T	$70,520.00		II	$90,353.75
	15.00%			60.00%			105.00%
F	$52,008.50		U	$71,842.25		JJ	$91,676.00
	18.00%			63.00%			108.00%
G	$53,330.75		V	$73,164.50		KK	$92,998.25
	21.00%			66.00%			111.00%
H	$54,653.00		W	$74,486.75		LL	$94,320.50
	24.00%			69.00%			114.00%
I	$55,975.25		X	$75,809.00		MM	$95,642.75
	27.00%			72.00%			117.00%
J	$57,297.50		Y	$77,131.25		NN	$96,965.00
	30.00%			75.00%			120.00%
K	$58,619.75		Z	$78,453.50		OO	$98,287.25
	33.00%			78.00%			123.00%
L	$59,942.00		AA	$79,775.75		PP	$99,609.50
	36.00%			81.00%			126.00%
M	$61,264.25		BB	$81,098.00		QQ	$100,931.75
	39.00%			84.00%			129.00%
N	$62,586.50		CC	$82,420.25		RR	$102,254.00
	42.00%			87.00%			132.00%
O	$63,908.75		DD	$83,742.50			
	45.00%			90.00%			

Those starting with a master degree will start at Level C

Master's Degree	**Add 2 salary level**
Master's Degree + 15 Semester Credits	**Add 2 salary levels**
Master's Degree + 30 Semester Credits	**Add 2 salary levels**

Coldwater Exempted Village Schools
Supplemental Salary Schedule
2026-2027, 2027-2028 and 2028-2029

***2026-2027 2% Increase in Base
***2027-2028 2% Increase in Base
***2028-2029 2% Increase in Base

Base Salary:

	26-27	27-28	28-29
	$33,988.59	$34,655.04	$35,321.48

Position/Experience		0	1	2	3	4	5	6
A		17%	18%	19%	20%	21%	22%	23%
Head Football	26-27	$5,778.06	$6,117.95	$6,457.83	$6,797.72	$7,137.60	$7,477.49	$7,817.38
Head Boys Basketball	27-28	$5,891.36	$6,237.91	$6,584.46	$6,931.01	$7,277.56	$7,624.11	$7,970.66
Head Girls Basketball	28-29	$6,004.65	$6,357.87	$6,711.08	$7,064.30	$7,417.51	$7,770.73	$8,123.94

B (New Level)		15%	16%	17%	18%	19%	20%	21%
Head Baseball	26-27	$5,098.29	$5,438.17	$5,778.06	$6,117.95	$6,457.83	$6,797.72	$7,137.60
Head Softball	27-28	$5,198.26	$5,544.81	$5,891.36	$6,237.91	$6,584.46	$6,931.01	$7,277.56
Head Volleyball	28-29	$5,298.22	$5,651.44	$6,004.65	$6,357.87	$6,711.08	$7,064.30	$7,417.51
Head Wrestling								
Head B/G Swimming								

C		13%	14%	15%	16%	17%	18%	19%
Head B/G Track	26-27	$4,418.52	$4,758.40	$5,098.29	$5,438.17	$5,778.06	$6,117.95	$6,457.83
Head Girls Soccer	27-28	$4,505.15	$4,851.71	$5,198.26	$5,544.81	$5,891.36	$6,237.91	$6,584.46
Head B/G Bowling	28-29	$4,591.79	$4,945.01	$5,298.22	$5,651.44	$6,004.65	$6,357.87	$6,711.08
Head Boys Cross Country								
Head Girls Cross Country								
Head Cheerleading (Fall & Winter)								
Assistant HS Football (5)								
Assistant HS Boys Basketball (3)								
Assistant HS Girls Basketball (3)								

D		8.7%	9.7%	10.7%	11.7%	12.7%	13.7%	14.7%
Assistant HS Baseball (3)	26-27	$2,957.01	$3,296.89	$3,636.78	$3,976.67	$4,316.55	$4,656.44	$4,996.32
Assistant HS Softball (3)	27-28	$3,014.99	$3,361.54	$3,708.09	$4,054.64	$4,401.19	$4,747.74	$5,094.29
Assistant HS B/G Track (3)	28-29	$3,072.97	$3,426.18	$3,779.40	$4,132.61	$4,485.83	$4,839.04	$5,192.26
Assistant HS Wrestling (2)								
Assistant HS Volleyball (3)								
Assistant HS B/G Swimming								
Assistant HS Girls Soccer (2)								
Head Boys Golf								
Head Girls Golf								

E		7.0%	8.0%	9.0%	10.0%	11.0%	12.0%	13.0%
Junior High Football (4)	26-27	$2,379.20	$2,719.09	$3,058.97	$3,398.86	$3,738.75	$4,078.63	$4,418.52
Junior High Track (4)	27-28	$2,425.85	$2,772.40	$3,118.95	$3,465.50	$3,812.05	$4,158.60	$4,505.15
Junior High Boys Basketball (2)	28-29	$2,472.50	$2,825.72	$3,178.93	$3,532.15	$3,885.36	$4,238.58	$4,591.79
Junior High Girls Basketball (2)								
Junior High Volleyball (2)								
Junior High Wrestling (2)								
Junior High Cheerleading (Fall & Win)								
Weight Room Coordinator								
Yearbook Advisor								
Scholastic Bowl Advisor								

F		8.0%	(No Experience Credit)
Assistant Band (2)	26-27	$2,719.09	
Drama Director	27-28	$2,772.40	
Head Dive (Min of 5 participants)	28-29	$2,825.72	
Assistant HS B/G Bowling (2)			
Assistant Varsity Cheer			

G		5.5%	(No Experience Credit)
DC Trip Coordinator	26-27	$1,869.37	
	27-28	$1,906.03	
	28-29	$1,942.68	

H		4.0%	(No Experience Credit)
Assistant Drama(2)	26-27	$1,359.54	
JH Drama Director (2)	27-28	$1,386.20	

Junior Class Advisor (2)
Elementary Drama Director

28-29	$1,412.86

I

Senior Class Advisor (1)

	3.0%	(No Experience Credit)
26-27	$1,019.66	
27-28	$1,039.65	
28-29	$1,059.64	

J

JH Student Council
JH Scholastic Bowl
Power of the Pen
HS Student Council
National Honor Society
Spanish Club Advisor

	2.0%	(No Experience Credit)
26-27	$679.77	
27-28	$693.10	
28-29	$706.43	

1. RECOGNIZED EXPERIENCE FROM OTHER SYSTEMS SHALL NOT EXCEED ACTUAL EXPERIENCE IN THAT POSITION
   FOR FOOTBALL - BASKETBALL - TRACK, JR. HIGH COACHES ARE NOT EXPECTED TO BE INVOLVED IN PRE-SEASON PRACTICE FOR HIGH SCHOOL PLAYERS.

2. WHERE SALARY IS LOWER ON THIS SCHEDULE THAN PREVIOUS SCHEDULES, HIGHER SALARY WILL BE FROZEN UNTIL POSITION SALARY ON SALARY SCHEDULE BECOMES HIGHER. THIS APPLIES ONLY TO THOSE CURRENTLY HOLDING CONTRACTS. IF CONTINUOUS SERVICE IS BROKEN, SALARY SCHEDULE WILL APPLY.

3. GRADE LEVEL AND DEPARTMENT COORDINATORS: SUPPLEMENTAL CONTRACT $130.00 PER ASSIGNED TEACHER

4. LPDC - $600.00

5. TICKET MANAGER - $3000

6. SITE MANAGER FALL/WINTER - $2500

7. MAKERSPACE COORDINATOR, BOOK CLUB ADVISOR, GET REAL COORDINATOR, ETHIC BOWL DIRECTOR, E-SPORTS COORDINATOR - $500

Extended Season Pay Schedule for Supplementals (based off of the supplemental salary schedule)

Level A Coaches	1st Week	2nd Week	3rd Week	4th Week	5th Week	6th Week
Football	$200 - Regionals	$200 - Regionals	$200 - Regionals	$200 - Regionals	$200 - State	$200 - State
Basketball	$0 - Sectionals	$200 - Districts	$200 - Regionals	$200 - State		
Level B/C Coaches						
Volleyball	$0 - Sectionals	$150 - Districts	$150 - Regionals	$150 - State		
Baseball	$0 - Sectionals	$150 - Districts	$150 - Regionals	$150 - State		
Softball	$0 - Sectionals	$150 - Districts	$150 - Regionals	$150 - State		
Cross Country	$0 - Districts	$150 - Regionals	$150 - State			
Wrestling	$0 - Sectionals	$150 - Districts	$150 - State			
Swimming	$0 - Sectionals	$150 - Districts	$150 - State			
Track	$0 - Districts	$150 - Regionals	$150 - State			
Girls Soccer	$0 - Sectionals	$150 - Districts	$150 - Regionals	$150 - State		
Asst Football	$150 - Regionals	$150 - Regionals	$150 - Regionals	$150 - Regionals	$150 - State	$150 - State
Asst Basketball	$0 - Sectionals	$150 - Districts	$150 - Regionals	$150 - State		
B/G Bowling	$0 - Sectionals	$150 - Districts	$150 - State			
Fall Cheerleading	$150 - Regionals	$150 - Regionals	$150 - Regionals	$150 - Regionals	$150 - State	$150 - State
Winter Cheerleading	$0 - Sectionals	$150 - Districts	$150 - Regionals	$150 - State		
Level D-F Coaches						
Golf	$0 - Sectionals	$100 - Districts	$100 - State			
Asst Soccer	$0 - Sectionals	$100 - Districts	$100 - Regionals	$100 - State		
Asst Volleyball	$0 - Sectionals	$100 - Districts	$100 - Regionals	$100 - State		
Asst Baseball	$0 - Sectionals	$100 - Districts	$100 - Regionals	$100 - State		
Asst Softball	$0 - Sectionals	$100 - Districts	$100 - Regionals	$100 - State		
Asst Cross Country	$0 - Districts	$100 - Regionals	$100 - State			
Asst Track	$0 - Districts	$100 - Regionals	$100 - State			
Asst Wrestling	$0 - Sectionals	$100 - Districts	$100 - State			
Asst Swimming	$0 - Sectionals	$100 - Districts	$100 - State			
Head Dive	$0 - Sectionals	$100 - Districts	$100 - State			
Asst Bowling	$0 - Sectionals	$100 - Districts	$100 - State			
Asst Band	$100 - Regionals	$100 - Regionals	$100 - Regionals	$100 - Regionals	$100 - State	$100 - State

In sports such as cross country, golf, track, wrestling, and swimming, that may have participation at the tournament level of less than a full team (5 members or more), the amounts listed above shall be reduced to one-half.

All Asst Coaches must be in attendance at all team meetings, practices and games in order to obtain extended pay.

JH, 9th, and Volunteer Coaches are not eligible for extended pay

For a dual Co-Ed coaching position only one extended pay will be received based on the highest team total.

Each level is broken down based on a weekly tournament format.

MEMORANDUM OF UNDERSTANDING BETWEEN COLDWATER TEACHERS ORGANIZATION AND THE COLDWATER EXEMPTED VILLAGE DISTRICT BOARD OF EDUCATION

This Memorandum of Understanding is entered on this 13th day of May, 2026, by and between the Coldwater Teachers Organization hereinafter the "CTO") and the Coldwater Exempted Village Board of Education (hereinafter the "Board of Education").

WHEREAS, the CTO and the Board of Education are parties to a collective bargaining agreement the effective dates of which are July 1, 2026 through June 30, 2029 (hereinafter referred to as the "Contract"); and

WHEREAS, the contract contains a provision relating to unintended omissions and/or errors.

WHEREAS, the parties wish to supplement this provision.

IT IS NOW THEREFORE AGREED as follows:

1. Any unintended omissions and/or errors in the Contract will be corrected between the Superintendent and the Coldwater Teachers Organization President.

2. All other provisions of the Agreement will remain current contract language.

3. This Memorandum will expire on June 30, 2029

4. This Memorandum shall become effective upon signatures by the CTO President and the Board Representatives.

COLDWATER EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION

Board President

5-13-2026
Date

Board Treasurer

5-13-2026
Date

COLDWATER TEACHERS ORGANIZATION

President

5-13-26
Date