

# COMSTOCK PARK PUBLIC SCHOOLS

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## CONTRACT AGREEMENT

BETWEEN

THE COMSTOCK PARK SCHOOL BOARD

AND THE

COMSTOCK PARK EDUCATIONAL EMPLOYEES  
ASSOCIATION

(CPEEA)

KCEA ~ MEA ~ NEA

## CERTIFIED MEMBERS

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September 1, 2013 – August 31, 2014

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## **PREAMBLE**

The Board and the Association recognize their mutual obligations pursuant to Act 379 of Public Acts of 1965 to bargain collectively with respect to hours, wages, and terms and conditions of employment. Both parties have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects.

Agreement has been reached between the parties hereto including formal ratification of the terms hereof by the local members of the Association and approved by the Board.

This collective bargaining agreement was entered into on this 1st day of September, 2013 by and between the BOARD OF EDUCATION COMSTOCK PARK PUBLIC SCHOOLS, hereinafter referred to as the "BOARD" and the KENT COUNTY EDUCATION ASSOCIATION (CPEEA/KCEA/MEA/NEA), hereinafter referred to as the "Association."



## ARTICLE 1 - RECOGNITION

### A. Positions

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379 Public Acts of 1965, for those persons (hereinafter referred to collectively as "Local Association" and individually as "employee") who are employed by the Board in the following positions:

1. Full time and regularly scheduled part-time classroom teachers
2. Intern teachers
3. State, Federally funded teachers
4. Resource room teachers
5. Speech pathologists
6. Reading specialists
7. Social workers
8. Psychologists
9. Counselors
10. Librarians
11. Special education teachers
12. Teacher Consultants
13. Prevocational Coordinator

The term "teacher" when used in this Agreement shall refer only to those persons employed in any position listed in subsections 1, 2, 3, 4, 6, 10, 11 and 12 above. Counselors with teaching certificates are also considered as "teachers" for purposes of 2011 PA 102-103. The remaining bargaining unit members, who are employed in any position listed in subsections 5, 7, and 8, and counselors without teaching certificates, are considered to be "ancillary staff" for purposes of compliance with 2011 PA 102-103.

The term "member" or "employee" when used in this Agreement shall refer to all bargaining unit members, regardless of the position in which they are employed.

### B. New Positions

Any new position created during the life of this Agreement will be added to the bargaining unit providing its function is likened to, similar, or approximately equal to any position herein recognized. When mutual agreement is not reached regarding new positions, the decision will be referred to MERC.

### C. Positions Excluded From This Unit

Excluded from the unit are the following positions:

- |                              |                                        |
|------------------------------|----------------------------------------|
| 1. All Supervisory Personnel | 7. Custodial Employees                 |
| 2. Administration            | 8. Maintenance Operations Employees    |
| 3. Management                | 9. Transportation Employees            |
| 4. Executive Personnel       | 10. Clerical and Secretarial Personnel |
| 5. Teacher Aides             | 11. Food Service Employees             |
| 6. Per Diem Substitutes      |                                        |

### D. Other Organizations

The Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement. Nothing herein is intended to prohibit the right of free communication between the Board or its representatives and employees.

**E. Subcontracting**

1. It is specifically agreed that with respect to any vacancies in positions listed in Article 27 of this Agreement, the Board shall hire bargaining unit personnel who apply for such positions as posted, pursuant to Article 10 and who are qualified to fill such positions. If no vacancies occur or if no bargaining unit members apply and/or are qualified to fill such vacancies as may occur, the Board may hire non-bargaining unit personnel or utilize volunteers to fill such positions and shall be entitled to compensate non-bargaining unit personnel at any rate not greater than the sums set forth in Article 27 of this Agreement. Qualified shall be defined by the requirements set forth in the posting.
2. The Board shall have the right to subcontract school psychologist work on a temporary/emergency basis, due to peak period overload.
3. The right to contract or subcontract is expressly vested in the Employer. The Employer agrees, however, that contracting or subcontracting of bargaining unit work will not be utilized to deny bargaining unit members their regularly scheduled and normal working hours or work historically performed only by members in the bargaining unit.
4. The Board's right to participate in regional/consortium/apprenticeship educational opportunities of a nature which has existed shall not be encumbered by the above provision.

**F. Community Education**

The Board agrees that the Director of Community Education shall give written notice to the Association designee seven (7) calendar days prior to filling any Community Education teaching position and agrees to consider written applications from current or laid-off bargaining unit members for such position(s), provided the written application is received within the seven (7) calendar day period. Preferential consideration of current or laid-off bargaining unit members will be given provided such applicants are certified and qualified as per the posting for the position(s) in question.

It is further agreed that Community Education programs will not:

1. Displace regular K-12 programs;
2. Interfere with regular K-12 programs, or
3. Displace any regular K-12 employee.

## **ARTICLE 2 - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

### **A. Employee Rights**

The Board hereby agrees that each employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining and processing of grievances.

### **B. Agency Assistance**

The Board recognizes the right of each employee to appropriately invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

### **C. Information**

Upon request from the Association, the Board shall provide reasonable information in the form in which it is available concerning the financial resources of the Board, tentative budgetary requirements and allocations and other such information as will assist the Association in developing accurate information on behalf of the employee(s). Any information not immediately available shall be provided within ten (10) calendar days from such request. The request shall be in writing if directed by the Board.

### **D. Facilities**

The Local Association, with the approval of the Superintendent or designated representative, shall have the right to use school building facilities at all reasonable hours for meetings. Materials and duplicating machinery used for the benefit of the organization shall be requested in writing prior to usage and be paid for by the Association. Materials used for the preparation of items of mutual and common use shall be provided without cost by the Board. Bulletin boards and other media of communication, which are available between schools, shall be made available to the Local Association.

### **E. Deductions – 2012 PA 53**

The Board, when authorized by the employee, in writing and at such time as allowed by law, shall deduct membership dues the total sum of which is equal to the combined dues of the Association, from the regular salary of each employee. Such deduction shall begin within thirty (30) calendar days after receipt of authorization or beginning of employment, whichever is the latest. All monies collected shall be remitted to the Association.

### **F. Local Association Involvement**

The Local Association is encouraged to express its opinions to the Board and/or Administration, with respect to questions of finance, millage, construction programs, educational policy and other matters of common concern.

### **G. Mail**

The Board agrees to accept mail of the Local Association or each employee at the school mailing address. During the summer, any member expecting to receive shipment of school related materials shall also include the name of the school on the mailing so that such shipments may be opened by the Employer.

### **H. Association Days**

Leave days may be provided upon request of the Association's designee. These days are to be used for professional advancement, educational conferences, or conventions and are not to exceed four (4) employees on any one day, provided sufficient substitutes are available, or a total of fifteen (15) leave days during any one school year. Additional employees may be released on a given day only with the approval of the Superintendent. The Association shall pay the per diem rate of the substitute hired to replace the employee. The Association shall

be responsible for the record keeping related to this provision and make such records available to the Employer.

**I. Excellence In Teaching**

The teacher accepts responsibility to strive for excellence in teaching, and to take advantage of opportunities for continually improving his/her teaching skills and his/her relationships with children.

**J. Parent Conferences**

Teachers shall arrange for conferences with parents when it appears that better understanding and more cooperative support from the home is required for the student's progress in the program.

## ARTICLE 3 - EMPLOYEE RIGHTS

### A. Citizenship

Each employee shall be entitled to full rights of citizenship. Employee involvement in religious or political activities, or lack thereof, outside of the employee's employment responsibilities shall not be grounds for any disciplinary action.

### B. Application Of Agreement

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap or membership in or involvement in the normal activities of the Association. The parties recognize the protection provided here for a handicap is limited to reasonable accommodation. The duty to provide reasonable accommodations under this agreement shall be interpreted in a manner consistent with the American Disability Act (ADA).

### C. Personnel File

#### 1. Ancillary Staff

Each employee, upon request, has the right to review the entire contents of his/her personnel file. A representative of the Association may accompany the employee if so requested. Nothing which comments upon an ancillary staff employee's performance may be placed in such employee's file to which the ancillary staff employee has not been allowed to respond in writing. All written responses by the employee will be included in the personnel file. Items may be removed by mutual consent of the employee and the Board or its designee, however, the parties recognize that material regarding unprofessional conduct cannot be removed from the file regardless of any agreement to the contrary. The Board will advise an employee of a request for information from the employee's personnel file, except when the request is made by an individual with a professional association with the Board (e.g., attorney, administrator, etc.) or when the request is made pursuant to an investigation/hearing by a governmental agency/department or when the information will be used as evidence in any action involving the Board (e.g., Workers' Compensation, arbitration, MERC, etc.). Identification of the requesting person will be provided, if known.

An ancillary staff employee will be allowed to remove any items related to, or represented as a disciplinary action(s), excluding unprofessional conduct, four years after the date of such items.

#### 2. Others

Each employee, upon request, has the right to review the entire contents of his/her personnel file. A representative of the Association may accompany the employee if so requested. Nothing which comments upon an employee's performance may be placed in such employee's file to which the employee has not been allowed to respond in writing. All written responses by the employee will be included in the personnel file. Items may be removed by mutual consent of the employee and the Board or its designee, however, the parties recognize that material that pertains to prohibited subjects of bargaining such as, unprofessional conduct, teacher evaluation and teacher discipline cannot be removed from the file regardless of any agreement to the contrary. The Board will advise an employee of a request for information from the employee's personnel file, except when the request is made by an individual with a professional association with the Board (e.g., attorney, administrator, etc.) or when the request is made pursuant to an investigation/hearing by a governmental agency/department or when the information will be used as evidence in any action involving the Board (e.g., Workers' Compensation, arbitration, MERC, etc.). Identification of the requesting person will be provided, if known.

## D. Academic Freedom

### 1. Teacher Rights

The parties agree that free discussion of historic, scientific and/or contemporary issues, with free access to all relevant information, is the heart of the democratic process and, therefore, the following rights of teachers in working with students are accepted:

- a. the right to study any of the above-stated issues which have political, economic, scientific or social significance;
- b. the right to free access of all relevant information; and
- c. the right to study and discuss issues in an atmosphere free from bias and prejudice.

### 2. Teacher Responsibilities

The teacher has the responsibility of treating subject matter and issues in an objective and scholarly manner, i.e. the teacher shall approach historic, scientific and/or contemporary issues in the classroom in an impartial and unprejudiced manner and the teacher shall refrain from using his/her position and prestige as a teacher to promote a partisan point of view.

### 3. Activities Contrary to Board Policy

The Board or its designee(s) do not waive their rights to invoke Article 5 of this contract, if they feel that the teaching or activities of any employee(s) are contrary to Board policy, rules or regulations.

### 4. Board Responsibilities

The Board has the responsibility to use its best efforts to protect teachers from interference, harassment or threats to academic freedom as defined, provided, however, that this paragraph shall not obligate the Board to take any specific legal action to restrain or limit the rights of individuals or organizations, including members of the community, to freedom of speech, assembly, and the like.

## **ARTICLE 4 - ASSOCIATION MEMBERSHIP**

The Board and Association understand that current law prohibits compulsory membership in the Association. Both parties agree that because much of the following contractual language in this section is currently under various levels of litigation in State or Federal courts, that it shall remain in the contract pending clear outcomes. Should any court or administrative agency of competent jurisdiction find any part of this article legal, that part of the article shall become operative and will continue in full force and effect. Any changes in this article shall not affect the terms of the remainder of this contract and all other terms and conditions of this contract shall remain in effect.

### **A. Membership**

Membership in the Association is not compulsory. Employees have the right to join, not join, maintain or terminate their membership in the Association. Membership may be dropped by providing written notice to the Association treasurer between August 1 and 31 of any given year. Neither the Association nor the Board shall discriminate against an employee as a result of his/her action regarding this matter.

### **B. Payment of Dues or Fees**

All full-time employees in the bargaining unit shall, on or before the sixtieth (60th) calendar day following the beginning of the school year, beginning of their employment, or the execution of the collective bargaining Agreement, whichever is later, as a condition of employment, or of continued employment, either:

1. Become a member of the Association, or
2. Pay to the Association an amount of money which the Association certifies in writing as a cost (hereinafter referred to as fees) equal to the negotiation and administration of this Agreement. Such cost amount shall be verified and submitted in writing to the Board on or before September 15 of each year, and notice of this fee shall be presented in writing by the Association to all employees. This amount shall not exceed Association dues.
3. Full-time employees hired during the school year shall be required, as a condition of employment, to tender (through direct payment or deduction authorization if allowed by law) only a pro rata amount of fees. If through deduction authorization, such pro rata shall be based on a maximum of ten (10) months (school year) and/or the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)
4. Temporary or substitute employees shall not be required to join the Association or pay a representation fee thereto.
5. Employees hired on a regular part-time basis shall be required to join the Association or pay a representation fee.

### **C. Non-Payment of Dues or Fees**

In the event an employee does not pay the required amount as scheduled for regular and addenda positions, the Association shall notify the employee of noncompliance therewith by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall further advise the employee that compliance is a condition of employment or continued employment. In addition, the Association will notify the employer of noncompliance and the employer will give said employee thirty (30) calendar days' notice of termination of employment if compliance with scheduled dues payment is not brought up to date with the Association, during that thirty (30) day time period. When payment is made within that thirty (30) day time period, the Association will request the Board to rescind the termination notice.

**D. Court Decision**

If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law and/or regulation or if the Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void and the Association shall reimburse all employees who have been required to pay either dues, fees or service charge, provided such employee must request the Association for reimbursement within thirty (30) calendar days of such court, agency, or legislative decision or action.

**E. Save Harmless Clause**

In the event the Board, acting on the request of the Association, discharges or attempts to discharge an employee for failure to comply with these provisions, the Association shall assume all costs, indemnify and save harmless the Board against any and all claims, demands, suits, expenses or other forms of liability, including back pay, of whatsoever kind and nature, that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement.



## **ARTICLE 5 - BOARD RIGHTS**

### **A. Responsibilities**

The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States of America.

### **B. Authority**

The Association recognizes that the Board is legally responsible for the operation of the entire school system and that the Board has the necessary authority to discharge all of its responsibilities subject to laws above-mentioned and the provisions of this Agreement.

### **C. Management**

In meeting such responsibilities, the Board acts through its management staff. Such responsibilities include, without being limited to:

- The establishment of education policies;
- The construction, acquisition and maintenance of school buildings, equipment and supplies;
- The qualifications, selection, testing and training of employees;
- The hiring, transfer, assignment, supervision, discipline, promotion and termination of each employee;
- The establishment and revision of Rules and Regulations governing and pertaining to work and performance of each employee.

The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement.

**ARTICLE 6 - CALENDAR GUIDES**

**A. Work Days**

- 1. The conference week shall be as follows unless agreed to otherwise by the Superintendent and the Association president:

Semester (K-12)

Fall and Spring

Three (3) conferences at 3.5 hours in Fall and two (2) conferences at 3.5 hours in Spring for a total of five (5) conference sessions.

Trimester (K-12)

Fall, Spring and Winter Conferences

A total of eight (8) conferences will be held at 3.5 hours each – 3 fall, 3 winter and 2 spring

Conference dates and times will be determined by each building's school improvement committee by the end of May for the following school year. Conferences must be held within four weeks of the end of the marking periods. No more than two conference sessions per building may be held in one week and conferences may not be scheduled in conflict with another building, if possible. Compensatory time for conferences shall be scheduled by the parties when negotiating the school calendar. Compensatory time will be granted as follows:

for every 3.5 hours conference time served outside of the regular work day – one half (1/2) day of compensatory time will be given. In exchange for one of the scheduled compensatory days, each teacher shall be credited with one (1) conference compensatory day each year. Part-time teachers will receive the same rate of compensatory time as full-time teachers.

Special Education – Career Academy Conference Sessions

In lieu of attending conferences Special Education and Career Academy teachers may record 17.5 hours of teacher/parent contact time outside of their contracted day for each school year. Record of time will be provided to the building administrator no later than May 1.

**B. Compensatory Day**

Use of any compensatory day shall be subject to the following conditions:

- 1. The following limitations are placed on the number of teachers from each building who will be granted use of a personal business day and/or compensatory day on the same day.

<u>Building</u>	<u># of Teachers</u>
High School	7
Mill Creek	6
Pine Island	5
Stoney Creek	5
Greenridge	3

- 2. Teachers may take a compensatory day at any time, except as limited by this Agreement.
- 3. Teachers must apply for the use of the compensatory day no less than five (5) business days before the requested use.
- 4. If more than the allocated number of teachers apply for use of the compensatory day or personal business day on the same day, and the use is more than sixty (60) calendar days away, the most senior of teachers will be awarded the day.

5. Once the desired day is less than sixty (60) days from requested use, seniority will not apply in the award of the day. The day, in this circumstance, will be awarded on a “first come, first serve” basis.
6. Any disputes of this portion of the contract will be resolved by the EA’s President or designee and the Superintendent or designee.
7. Teachers who do NOT use the conference compensatory day(s) will be paid an additional \$75. The \$75 payments will be made per regular payroll and before the end of the school year.
8. No teacher will be allowed to use seniority to take the same day off in more than one year.
9. No more than five (5) compensatory days and/or personal days may be used consecutively. For additional consecutive days employees may apply to the superintendent or designee.
10. For working an additional 181 teacher work day in the district calendar, employees receive one (1) additional ‘floating compensatory day’.
11. Exceptions to the above guidelines will be made at the discretion of the Superintendent or Superintendent’s designee.

**C. Open House**

At each building all staff is expected to attend an evening school open house. The date and agenda is to be set by mutual agreement of the respective building principals and school improvement committees by the end of May for the following school year. An employee with an unavoidable schedule conflict shall inform the building principal of such a conflict at the time the meeting is set unless it involves an emergency situation that arises after the open house has been scheduled so that the principal has time to arrange for an alternate host/hostess (e.g., parent of a student).

**D. Compensation for Extra Work**

1. For direct instructional extra work authorized by the Board, not covered by the attached salary schedule, the employee shall be entitled to additional compensation at an hourly rate found by dividing his/her per diem salary by six (6).
  - a. Required
    - 1) MME
  - b. Non-required/posted positions
    - 1) Homebound
    - 2) 6/5
2. For non-direct instructional extra work authorized by the Board, not covered by the attached salary schedule, the employee shall be compensated at \$24.00 per hour.
3. For direct or non-direct instructional time related to state or federal programs the employee will be compensated at \$40.00 per hour.
4. School Improvement Committee meetings will only be scheduled by administration during time scheduled for staff/in-service meetings, or through release time. Prior approved time beyond the normal teacher duty hours/work year will be compensated at the rate of \$10.00 per hour.

**E. School Closings**

1. On school closings due to inclement weather or other emergency reasons, teachers need not report to work.
2. If attendance days and/or instructional hours fall below the state required minimums, the days shall be made up on days reserved for that purpose in the school calendar or at the end of the school year in June unless a mutually agreeable alternative can be reached between the Association and the Board.

**F. Extra Time for Newly Hired Teachers**

In their first year of employment with Comstock Park Schools, each teacher shall be required to report for duty on four (4) days in the week prior to the start of school for previously employed teachers. On one of these days, two hours of the day shall be designated as time for the union to meet with the new teachers. The newly hired teacher must fulfill this requirement or the hourly rate for missed hours shall be deducted from the last paycheck of the year.

**G. First Day Association Meeting**

The Association shall be provided one and one half-hours on the first day of attendance for all members each year. The time shall be used for a general meeting to be held after the opening session and before members return to their building assignments. The lunch period shall not be included in this time.

## ARTICLE 7 - WORK HOURS

### A. High School (9-12)

#### 1. Day Defined

The High School day shall be seven (7) hours and five (5) minutes, except as otherwise provided in this Agreement, which shall include one period of the regular class schedule to be set aside for a preparation period. Employees are expected to be on duty five (5) minutes before and ten (10) minutes after the regular scheduled class day, and during class changes/passing times. Employees shall have a thirty (30) minute duty-free lunch period.

#### 2. Zero Hour

The Board may offer regular class length courses just prior to the regular course schedule under the following conditions:

- a. Recommendations for course offerings will be developed through Board and Association joint decision making efforts.
- b. Scheduled hours of a 0-hour teacher will be consistent with Article 7 of the Master Agreement except that the teacher's day will be moved up one teaching period, unless mutually agreed between the teacher and building principal, with the concurrence of CPEEA.
- c. The schedule of a 0-hour teacher will be arranged with consecutive periods so that there is no unassigned and uncompensated period, except the lunch period, between assignments, unless mutually agreed between the teacher and building principal, with the concurrence of CPEEA.
- d. A teacher may volunteer but shall not be required to teach during 0-hour.
- e. The building administrator will ensure that media center services are available to the 0-hour upon 24-hour notice.
- f. A non-tenure teacher will not be permitted to teach five classes in addition to a zero hour assignment without the approval of the superintendent and CPEEA.

#### 3. Seminar Period

In order to address education problems, such as but not limited to determining how to get students to read more, the Association and the Board agree to establish a supervised period for students during the regular school day, with the period available for innovative educational enhancement developed through the school improvement process.

### B. Middle School

1. The Middle School shall be seven (7) hours and five (5) minutes, except as otherwise provided in this Agreement.

The Middle School day shall include a thirty (30) minute duty free lunch period and being on duty five (5) minutes before and ten (10) minutes after the regular class day schedule, and during class changes/passing times. Middle School staff planning time will be a minimum of 275 minutes of planning time average per week.

### **C. Elementary School**

1. The elementary school day (K-5) shall be seven (7) hours and five (5) minutes, except as otherwise provided in this Agreement.
2. The K-5 day shall include one (1) fifteen (15) minute duty free preparation period coinciding with a recess periods for students, a thirty (30) minute duty free lunch period, and being on duty five (5) minutes before and ten (10) minutes after the regular class day schedule, and during class changes/passing time. Any time made available to the employee because of special services offered to students through certified teachers, such as gym, music or art, shall be used as preparation time. In no case shall a K-5 teacher receive less than 200 minutes of preparation time per full week. Any certified teacher supervising recess during their duty free time shall be compensated per the addenda scale.
  - a) When an individual teacher loses planning time due to “professional development” sessions, in-services, and/or exam weeks, the building administrator and/or the School Improvement Team shall develop a plan for equitable distribution of available planning time. A plan for the year shall be determined prior to the first affected day.
  - b) Every attempt to create recovery of lost planning time shall be made by the building administrator and/or the School Improvement Team, provided changes in the schedule do not impact contractual obligations of other teachers.
  - c) In the event the building administrator and/or the School Improvement Team are unable to develop acceptable strategies for either “a” and/or “b” above by the specified deadline, the matter will be referred to the Superintendent’s office and Association leadership.

### **D. Work Load**

1. High School  
The normal weekly load of the High School will be twenty-five (25) teaching periods and five (5) preparation periods, actual class time not to exceed 325 minutes per day. Schedules are to be worked out by administrators and employees.
2. Middle School  
The daily teaching load of the middle school teachers shall not exceed an average of three hundred twenty-five (325) minutes of actual class time.
3. Elementary School  
The daily teaching load of the elementary teachers shall not exceed an average of three hundred twenty-five (325) minutes of actual class time.

### **E. Emergency**

In the event of an emergency and it is necessary for any employee to leave his or her work assignment prior to the end of the work day, permission must be requested and received from the principal or his/her designee.

### **F. Definition of On Duty**

Being on duty is defined as being in the classroom, conducting conferences, addressing preparation period activities, being with students when an activity (i.e., assemblies and other functions) takes the place of regular instructional activities, and assisting in student supervision during class changes/passing times, and at the beginning and end of the school day.

**G. Librarians, Counselors, Psychologists, Social Workers, Reading Specialists, Speech Correctionists and Teacher Consultants**

The above employees are entitled to a lunch hour equal to the teacher lunch hours in their building, and two (2) fifteen (15) minute conference periods.

**H. Preparation Period**

The preparation period is defined as that time spent in the activity of fulfilling professional responsibilities including preparation of lessons or materials, evaluation of student progress, or conference with students and parents.

Up to 30 minutes of collaboration time weekly can be scheduled upon administration request.

**I. Management Guidelines Dealing With Contractual Conflicts**

1. Direct Activity

Students are directly involved in the activity and the building administrator determines that the teacher should be supervising the students in the outside activity.

The building administrator has primary responsibility to see that the curricular obligations are covered.

2. Indirect Activity

The activity does not directly involve students - only involving the addendum holder directly.

The addendum holder has primary responsibility to present a plan to the building administrator that will assure that the curricular obligations are covered.

The building administrator will determine whether or not the presented plan is acceptable before granting approval.

## ARTICLE 8 - WORK LOADS AND ASSIGNMENTS

### A. Assignment

1. Employees must be assigned within the validity of their Michigan Certificate and be "Highly Qualified" as defined by ESEA/ No Child Left Behind and the Michigan Department of Education. They must complete the "Michigan Highly Qualified Teacher Report" form and file the same with the Superintendent's office.
2. In regard to the "No Child Left Behind" legislation, the parties agree to the following provisions:
  - a) A joint committee shall be established.
  - b) The goals for the committee are:
    - i. The committee shall be composed of two representatives from the administration, two from the association and one teacher jointly selected by the parties.
    - ii. Review the requirement for staff to be highly qualified.
    - iii. Develop criteria to be used by staff to become highly qualified.
    - iv. Define the options available to a teacher who is not highly qualified according to NCLB.

### B. Assignment Change

Ancillary staff changes will be voluntary to the extent possible. Employee will be notified in writing of change in assignment. Ancillary staff assignments shall be made prior to the last day of school, except in emergency. The ancillary staff employee shall immediately be informed in writing of any changes necessitated after this time. Such "emergency" assignment changes may be effected due to changes in student enrollments, loss of revenues, closing and/or consolidation of buildings or classes, a change in educational programs or unanticipated personnel changes.

### C. Student Teacher

A student teacher, defined as one who will take over actual teaching, shall be assigned only to a tenure teacher and only after prior consultation and consent of the tenure teacher.

A teacher shall have only one full-time student teacher per year. Student teachers shall not be used as substitute teachers except with respect to their supervisory teachers and then only for the first day of absence of their supervising teachers, not to exceed one (1) day per week. The Board will hold the Association harmless from any liability for the use of a student teacher as a substitute.

### D. Class Size

1. Inasmuch as the pupil-classroom teacher ratio may be an important aspect of an effective educational program and may be related to the quality and volume of an employee's work, it is agreed that the following limits on class size represent desired objectives insofar as it is practical.

Grades K-2	29 pupils
Grades 3-5	31 pupils
Grades 6-12	33 pupils
Physical Education	42 pupils
2. Exceptions to the above ratios include classes in band, vocal music, and any other large group instruction.
3. If the ratio exceeds the above mentioned and a teacher recognizes that the needs of his/her students are not being adequately met because of class size, the employee may invoke the following procedures or be compensated one (1) dollar per class period per student (grades 6-12) or three (3) dollars per day per student per teacher of record (grades K-5).



a. Relief Procedure

- (1) The employee shall communicate with his/her principal to define the problem and to recommend a solution in an attempt to resolve the matter.
- (2) If, following this attempt, the problem is not resolved and it is recognized that additional assistance is necessary to meet the needs of the students, the employee can request a committee review of the problem. The committee will consist of the building principal, one other designated administrator, the affected employee, and one (1) other employee designated by the Association. Within five (5) school days of the receipt of such notice a committee meeting will be held.
- (3) In reviewing a class size problem, the committee shall consider the following criteria:
  - (a) Number of classes being taught by the employee
  - (b) Number of students in each class
  - (c) Size of classroom or facility
  - (d) Split classes
  - (e) Number of students mainstreamed
  - (f) Instructional materials and equipment available
  - (g) Nature of subject and skill taught, i.e. basic or enrichment
  - (h) Availability of instructional support staff.
- (4) The committee shall recommend to the Superintendent a solution they deem appropriate from the alternatives listed below:
  - (a) Reassignment of the student(s) to another class, grade or facility
  - (b) Assignment of a teacher aide
  - (c) Volunteer parental assistance
  - (d) Purchase additional equipment
  - (e) Purchase additional materials
  - (f) Any other solution acceptable to the affected teacher
  - (g) Maintain the status quo
- (5) The Superintendent shall within fifteen (15) school days of receipt of the recommendation from the committee:
  - (a) implement the committee decision
  - OR
  - (b) implement an alternative solution from (4) (a-g).

b. Relief Procedure Compensation

- (1) Teachers will notify administration and their building union representative as soon as they are aware of class size overage.
- (2) There is a 10-day grace period for the district to make adjustments of classroom rosters after administrative notification. If rosters are adjusted at this point, no retroactive payment is owed. If the class size issue is not adjusted the teacher will be paid retroactive to the first day of overage.
- (3) Teacher must submit the request for payment to their building principal for the first half of school year by January 31. Teacher must submit the request for payment to their building principal for the second half of school year no more than 5-days after the last student day.

4. At the annual request of the Association, the Board will schedule a voluntary workshop on IEPC/LRE training.

**E. Lesson Plans**

Each employee will prepare and have readily available, lesson plans for use by substitutes when required, and for review by the appropriate administrator.

**F. School Property**

Each employee shall be responsible for the supervision of school property and for the supervision of students at all times whenever employees have direct or indirect responsibility of school property or students. The administration shall cooperate and support each employee in this activity.

**G. Interns**

If employed as a regular employee, the Comstock Park Board of Education is not required to grant the intern credit for the period of intern service.

**H. Team Teaching**

The administration recognizes the success of team teaching could be dependent on common planning time; therefore the administration will attempt to schedule teachers who are team teaching to a common preparation period. In the event the administration is unable to provide a common preparation period, the affected teachers and the Association will meet with the administration to explore ways in which a common preparation period could be scheduled. The administration may agree to a recommendation which can be reasonably accommodated.

## **ARTICLE 9 - WORKING CONDITIONS**

### **A. Equipment**

#### **1. Copiers/A.V. Equipment**

Copier and supplies shall be available for use by each employee at a reasonable time for preparation of classroom materials. Audio-visual equipment and supplies shall be available for classroom use provided there is no interference with previously requested use. Employees will provide a minimum of seventy-two (72) hours advance request for copying of materials, whenever practicable.

#### **2. Personal Property**

The Board will reimburse members for any loss, damage or destruction of clothing or personal property of the member, at replacement value or a fair market price, while on duty in the school or on the school premises if the loss is suffered as a normal part of employment and through no negligence of the member, provided that the personal property is needed as part of the instructional or school program and has been documented and approved by the building principal. The reimbursement to the member will be limited to the amount of the employee's homeowners' insurance deductible up to \$500.00 unless there is liability by the District for payment.

### **B. Meetings**

Meetings of employees, in addition to the school day as defined in Article 7, shall be scheduled for two (2) Mondays per month that school is in session, not to exceed one (1) hour in length immediately following the end of the school day. The principal and the majority of his/her faculty may establish any alternative regular meeting day and time to replace any one or both Monday meetings that month or an alternate day of the week. One of these meetings shall be designated as a PLC (Professional Learning Community) meeting and qualify as professional development time and the second meeting shall be designated as a Building School Improvement Team (BSIT) meeting and qualify as professional development. Teachers not on the BSIT shall meet as grade level or subject area groups. The principal and the majority of his faculty may establish any alternative regular meeting day and time to replace the above-mentioned afternoon. The principal may also reschedule a staff meeting to a different day with one week notice. Attendance will be excused if the change results in a conflict with the employee's previously scheduled commitment. Each employee shall reserve that time for such meetings. Principals shall develop attendance procedures for athletic coaches, extra-curricular and shared staff. Agendas will be provided prior to each staff meeting and shall reflect both administrative and staff concerns.

### **C. Curriculum**

1. Employees and administrator(s) shall work in close cooperation in developing curriculum, design of rooms and selection of equipment for those rooms in all classes.
2. Recommendations on curriculum shall be a function of the school improvement committees.

### **D. Employee Absence**

An employee who will be absent is expected to report his/her absence no later than 6:00 a.m. that day or two (2) hours prior to the start of school in which building you work. An employee during their scheduled prep time shall not be required to cover classes for an employee who is absent. An employee who gives up their prep time to cover a class will be compensated at the rate of \$20.00 per class period or can elect to accumulate that time as substitute compensation time. A receipt for this compensation time will be provided to the employee by the building administration. The employee may submit these receipts at any time and request the monetary compensation rate of \$20.00 per receipt or the compensation time on the standard leave request form to be used in not less than half-day increments. Substitute compensation may not be rolled over to consecutive years. Six (6) compensation receipts shall equal one (1) full compensation day for a full time employee. Three (3) compensation receipts shall equal one (1) half day for a full time employee. For partial employees, the rate shall be as follows:

a .8 employee may submit five (5) compensation receipts for their full day off; .6 or below employees may submit three (3) compensation receipts for their full day off.

**E. Health and Safety**

In the event that the temperature in a classroom drops below sixty (60) degrees Fahrenheit, the Administration will find an alternative teaching place or classroom, whenever possible.

**F. Keys**

Employees will be provided keycards necessary to carry out their assigned duties. Employees will not release such keycards to other individuals.

**G. Disciplinary Conferences**

A principal shall advise an employee prior to any disciplinary conference so that the employee may arrange for an Association representative to be present. It shall be the responsibility of the principal to arrange if necessary to cover classes for the Association representative and the employee if the conference is conducted during the regular school day. If an Association representative is not available, the conference shall not be held, unless the employee has waived such representation.

**H. School Improvement / Site Based Decision Making**

1. Introduction

- a. The Board, Administration, Members and Association recognize the necessity of maintaining ongoing school improvement plans and importance of continued recognition of quality education services as a fundamental priority and shared goal of the parties.
- b. The parties also believe that in the process of this collaboration around the implementation of Site Based Decision Making (SBDM), there will be a growing sense of openness of communication, growing trust and, ultimately, a developing ability to problem-solve for the improvement of quality education in the Comstock Park Public Schools System.
- c. The Comstock Park Board of Education and the Comstock Park Educational Employees Association (MEA/KCEA) agree to explore together a process of decision making that will deliberately place greater authority and responsibility for education and related decisions within the school itself or within the direct educational delivery unit. They will jointly explore changes in structure and procedures that will facilitate this change.
- d. The Board of Education and the Comstock Park Educational Employees Association agree that employee participation in decision making is effective in providing positive results for education. Composition of the committee must be in compliance with state law.

2. Guidelines

- a. School Improvement Teams will have the empowerment to investigate, implement and change existing procedures and practices pursuant to the provisions of Article 33, D.
- b. Site based decision making will be implemented in each building and will be the responsibility of the School Improvement Team in accordance with State Law PA 25.
  - (1) Each Building School Improvement Team will establish their own meeting times.

- (2) The Team shall normally meet during regular school hours on release time or during the time provided by the Master Agreement for faculty meetings.
  - (3) The involvement of employees in school improvement planning shall be voluntary. Compensation for school improvement committee meetings shall be in accordance with Article 6, B.
    - (a) Participation or non-participation on the building team will not be used as criteria for negative evaluation of ancillary staff.
    - (b) All members of the school improvement team shall have an equal voice.
    - (c) The Certified Staff Chairperson and a certified staff assistant chair person of each building team will be chosen by the team members. See Article 27.C for compensation rates.
    - (d) A procedure for rotation on/off the School Improvement Team will be established by the building staff.
  - (4) Decisions by the School Improvement Team shall normally be made by consensus. Decisions may be made by a majority vote when consensus is unavailable.
  - (5) Decisions by the School Improvement Team will be implemented contingent upon staff approval. The team recognizes that consensus should always be more important than the vote. If a majority vote exists, majority and dissenting members of the team will work to successfully implement the new procedure or practice.
- c. To the extent any potential element of the District's school improvement plan conflicts with the terms of the master agreement, the identified provisions will be reviewed by the parties. Either the CPEEA or the Board may request to enter into a Letter of Agreement in accordance with Article 33. D. Any amendments to the agreement will be subject to ratification by the parties.
  - d. The parties recognize that recommendations of the team are of an advisory nature, but the District will endeavor to implement team recommendations. The CPEEA shall review all recommendations as they relate to the Master Agreement.

## **ARTICLE 10 - VACANCIES AND PROMOTIONS**

### **A. Vacancy**

1. Whenever a vacancy in any position represented by the Association or any Administrative position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to each employee and the Association designee (building representative) and providing for appropriate posting in every school building for a period of five (5) working days. Summer postings will remain on the designated web site for no less than two (2) weeks. Employees who wish to receive summer postings via U.S. Mail should notify the Superintendent's Office prior to the end of the school year. A response period of fifteen (15) calendar days, or seven (7) calendar days after August 15<sup>th</sup> will be observed before filling the vacancy. The sole obligation of the Board regarding the forwarding of written notices of vacancy is to provide a copy to the building representatives.
2. A vacancy shall be defined for purposes of this Agreement as a position to be filled, which no bargaining unit member has a right to return to, and which was previously held by a member of the bargaining unit resulting from death, retirement, resignation, dismissal, or when a new position is created. In filling a vacancy that occurs during the school year, the Board shall not be required to reschedule or reassign classes, teachers or students so as to "create" a subsequent vacancy which current bargaining unit members might be certified and qualified to fill (as defined in Article 12, Section E.6.C.).

### **B. Application**

Any employee interested in a vacancy represented by the Association or any administrative position, shall file a written application with the Superintendent in the manner prescribed by the posting of such a vacancy or promotion. All internal applicants for a vacancy shall be granted an interview. If the applicant is denied the position, the employee will be provided, upon request, a written explanation including the reason(s) for denial.

### **C. Posting**

The Board of Education will send notice(s) of vacancies to the KCEA office.

## **ARTICLE 11 - TRANSFER OF ANCILLARY STAFF**

### **A. Definition**

A transfer is a change in work or location or reassignment of an employee from one school building to another on an intra-building basis.

### **B. Involuntary Transfer**

The Board shall assist the employee in moving materials required by the transfer.

### **C. Voluntary Transfers**

Request for voluntary transfers may be made at any time. Such requests for voluntary transfers shall be made in writing in triplicate to the administration with a copy to the Association. The application shall set forth the school, grade, subject area, or position sought, and the applicant's qualifications. Receipt of all applications and requests for voluntary transfers referred to in this Article shall be acknowledged by the employer within ten (10) working days. Such requests shall be reviewed each semester to assure active consideration by the employer. The record of voluntary transfers, the transfer request, and all evaluative data pertaining thereto shall be made a part of the employee's personnel file.

## **ARTICLE 12 - SENIORITY LAYOFF - RECALL**

### **A. Seniority**

By every October 30, the Board and the Association shall prepare a seniority list. Seniority is defined as length of continuous employment with the Board in any position, which is currently represented by the Association. Each employee who works half time or more per day for the entire school year or works full time for one semester or more per school year shall receive for work that year, one year of seniority. Each employee assigned to work on a regular part-time basis working less than half time as referred to above, shall receive for work that year one-half year of seniority credit. All employees shall be ranked on the list in order of their effective date of employment. Employees hired after July 1, 1994 who have the same effective date of employment will be ranked on the seniority list in terms of the last four digits of the employee's social security number, with the highest number ranking the person first on the list.

### **B. Seniority List**

1. The Board and the Association shall prepare and post conspicuously in all buildings of the District an official seniority list by the end of each school year. This list shall be displayed throughout the following school year.
2. During each school year the Board and the Association shall amend the seniority list as changes occur, incorporating the changes into a new list to be posted by the end of that particular school year. Any amended seniority list shall be made available to any Association member upon request.
3. An employee who feels that his/her seniority is inaccurately posted must challenge their seniority listing within the time specified to initiate a grievance, tolling from the first day of posting.

### **C. Loss of Seniority of Ancillary Staff**

All seniority is lost when employment is severed by resignation, retirement, or discharge. Each employee who accepts a non-bargaining unit position shall retain all seniority accumulated upon return to the unit but receive no additional seniority for the non-bargaining unit position. Applicable only to ancillary staff.

### **D. Continuation of Seniority**

Seniority shall continue to accumulate when any employee is on sabbatical or military leave. When returning from layoff or unpaid leave pursuant to Article 14 (except military leave), the employee will be placed at the top of the appropriate seniority year for which the employee is eligible.

### **E. Layoff of Ancillary Staff**

In the event it becomes necessary to reduce the number of employees, the Board shall give the affected ancillary staff at least thirty (30) calendar days written notice by certified or registered mail prior to the effective date of layoff (tolling to commence on date of postmark) and the Board shall follow the layoff procedure listed below:

1. The Board will accept voluntary layoffs and grant unpaid leaves in any area that would reduce the need to lay off ancillary staff, provided there are fully qualified, fully certified ancillary staff to replace and perform the needed duties of the laid-off ancillary staff. Any ancillary staff that takes a voluntary layoff or takes a leave to help reduce the need to lay off ancillary staff shall be returned to his/her former position the following year unless otherwise requested by the ancillary staff, provided the position is still in existence.
2. Ancillary staff not holding a regular Michigan provisional, permanent, life, continuing or vocational certificate will be laid off first, provided there is fully qualified, fully certified ancillary



staff to replace and perform the needed duties of the laid-off ancillary staff.

3. If reduction is still necessary, then probationary ancillary staff with the least number of continuous years of service in the Comstock Park Public School system will be laid off provided there is fully qualified, fully certified ancillary staff to replace and perform the needed duties of the laid-off ancillary staff.
4. The Board will not reduce the schedule of ancillary staff, except the least senior ancillary staff, provided there is fully qualified, fully certified ancillary staff to replace and perform the needed duties of the reduced ancillary staff.
5. The Board shall not employ a new ancillary staff employee in the event a laid-off ancillary staff employee is fully certified and qualified to fill a vacant position.
6. Definition of Fully Certified and Highly Qualified:
  - a. For purposes of this Article and Paragraph, the term "certified" shall be defined as follows: Employees who have earned a valid provisional, permanent life, professional or vocational certificate from the state of Michigan and who have filed the same with the Superintendent's office no later than August 1 of the school year proceeding the layoff or layoffs, and
  - b. Employees must be assigned within the validity of their Michigan Certificate and be "Highly Qualified" as defined by ESEA/ No Child Left Behind and the Michigan Department of Education. They must complete the "Michigan Highly Qualified Teacher Report" form and file the same with the Superintendent's office.
7. Leaves of absences, without pay, and absence due to layoff are not to be considered a break in employment; and the time spent on leave without pay or layoff will not count toward continuous employment time.
8. Any layoff pursuant to this Agreement shall automatically terminate the ancillary staff's employment contract and all benefits allowed therein including all benefits under this Master Agreement unless otherwise specified in this Agreement. Upon recall, the ancillary staff's employment contract and all benefits under this Master Agreement shall be reinstated in full.

#### **F. Recall of Ancillary Staff**

1. In the event of a recall of laid-off ancillary staff, the Board shall establish a recall procedure which shall be in inverse order of the above layoff procedure and in accordance with the criteria set forth therein, provided the ancillary staff, if any, who is on voluntary layoff shall be placed in seniority sequence according to his/her date of employment.
2. If the laid-off ancillary staff refuses a recall to a position which is equal, or more than equal, in time worked in the position from which he/she is laid off and for which he/she is qualified and certified, seniority and subsequent recall rights shall be forfeited unless the ancillary staff is under contract to another school district in which case the ancillary staff shall be exempt from forfeiture for that year only.
3. A representative of the Board shall make reasonable effort to contact the ancillary staff by phone or email prior to sending the notice of recall and contract offer by mail to inform the ancillary staff of proffered employment. Notice of recall shall be sent to the laid-off ancillary staff's last known address by registered or certified mail, along with a contract offer. A copy of such notice shall be sent to the Local Association. If the ancillary staff fails to return or mail the contract within ten (10) calendar days of receipt of said notice, the ancillary staff shall be said to be voluntarily terminated. It is the ancillary staff employee's responsibility to keep the Board informed of any change in his/her address. If the recall notice is not

deliverable due to unavailability of a forwarding address, the ancillary staff employee shall be considered to be voluntarily terminated after ten (10) calendar days of the first attempt to deliver.

4. It is specifically understood and agreed that in considering or implementing the recall of a laid-off ancillary staff, the Board shall not be required to reschedule or reassign classes, ancillary staff or students so as to "create" a subsequent vacancy which a laid-off ancillary staff is certified and qualified to fill.

## ARTICLE 13 - LEAVES WITH PAY

### A. Sick/Personal Leave

#### 1. Days per Year/Accumulation

All fulltime (1.0 FTE) employees shall be allowed yearly, sixteen (16) days sick/personal leave, the unused portion to accumulate to 210 days, with the following exceptions; 1.2 FTE shall receive 19 days, .8 FTE shall receive 13 days, .6 FTE shall receive 10 days, .5 FTE shall receive 8 days, .4 FTE shall receive 6 days and .2 FTE employees shall receive 3 days. Employees shall be credited with additional days each year in the fall and shall be limited to 210 days at the end of each year.

#### 2. Personal Business

1. Employees may take personal business days at any time, except as limited by this Agreement.
2. Employees make take no more than five (5) consecutive school days as personal business days. If employee takes more than two (2) consecutive personal days or the day prior to or after Thanksgiving, Christmas or Spring Break the employee is responsible for arranging a specific substitute before scheduling the day. Employee will not need to make aforementioned arrangements if using sick time.
3. No more than allotted employees from each building will be granted use of a personal business day or compensatory day on the same day (Article 6.B.1).
4. Personal business and/or compensatory days shall be granted on a on a "first come first serve" basis annually. Personal business and/or compensatory leave maybe requested beginning at 8:00 a.m. the first student day of each academic year.
5. Any disputes of this portion of the contract will be resolved by the EA's President or designee and the Superintendent or designee.

Exceptions to the above guidelines will be made at the discretion of the Superintendent/ Superintendent's Designee.

#### 3. New Hires

New hires may be allowed to transfer up to thirty (30) days of accumulated sick leave from one or a combination of employers provided the new hire has been continuously employed in a similar bargaining unit position prior to transfer to this system.

#### 4. Annual Accounting

The bookkeeping department shall provide an annual accounting of sick leave reserves to each employee. Whenever a deduction is made, it shall be for actual prorated time.

#### 5. Family Illness

Leave time may be used for illness or injury of a member of the immediate family. After the fifth (5<sup>th</sup>) and the tenth (10<sup>th</sup>) days and as requested by the Superintendent or Superintendent's designee, the employee will communicate the employee's family member's circumstance.

#### 6. Inclement Weather

On inclement days when employees need not report, the day shall not be deducted from sick leave or personal business day leave.

7. Sick Leave Bank

There will be a common sick bank for all CPEEA employees and all Administration/Central Office employees. Individual participation in the bank will be voluntary.

A committee composed of six (6) voting members will govern the sick bank. Four (4) shall be selected by the CPEEA and Administration/Central Office employees shall select two (2). The payroll employee may participate in a non-voting capacity or be one of the Administration/Central Office employees committee members. The governing committee will establish policies for sick bank operation.

Policies to be incorporated into the sick bank will include:

- a. Amount of days available shall be limited to the number of days required for an employee to reach Long Term Disability (LTD) or equivalent for those without LTD.
- b. Use of the sick bank will be revisited after one (1) year.
- c. Donation is limited to one day per employee per year.
- d. Decisions by the sick bank committee are final. However, employees may appeal that decision to the committee.
- e. Eligibility to draw from the bank requires exhaustion of all paid leave, a minimum of ten (10) days in the employees individual sick/personal bank and a five (5) day unpaid waiting period.
- f. For donation purposes, a day received and given by the bank shall be equal to a day regardless of rate of pay or hours worked.
- g. Existing days in the sick bank will be combined.

**B. Funeral Leave**

An employee shall be allowed five (5) working days per incident as funeral leave under the following conditions:

1. Said leave is not deducted from sick/personal leave.
2. The leave is for a death in the immediate family.
3. The leave is necessary for attendance at the funeral, attending to estate problems or other related problems, which require the employee's absence from the job.
4. The five (5) days may be extended without pay upon approval of the administration. Immediate family shall be defined as mother, step-mother, father, step-father, wife or husband, son, step-son, or daughter, step-daughter. Three (3) days per incident shall be granted for other family members, i.e., brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, or other members residing in the employee's household.

**C. Miscellaneous Leave**

Other leaves with pay not deductible from sick leave are absence for jury service, court appearance as a witness in any case connected with the employee's employment or the school, or whenever the employee is subpoenaed to attend a session of court, approved visitation at other schools or for attending educational conferences or conventions, and time necessary to take the selective service physical examination. In the case of jury duty, the employee shall be paid his/her per diem salary minus the per diem rate for such duty.

#### **D. Sabbatical**

The Board, upon recommendation of the Superintendent of Schools, may grant a sabbatical leave to qualified personnel for the purpose of study, travel, and for such other purposes as may be approved by the Board.

1. Such leave may be granted to a contract employee who has been employed at least seven (7) consecutive years and who has not had a sabbatical leave during the seven (7) years immediately preceding. The leave shall be granted to not exceed two (2) semesters.
2. An employee on sabbatical leave shall receive as compensation during the period of absence one-third (1/3) of his/her regular scheduled salary. Compensation shall be paid at the same time as to other employees of his/her professional rate. An employee on sabbatical leave shall receive the schedule increment and/or adjustments in salary, and credit toward retirement the same, as he/she would have received were he/she occupying his/her regular assignment.
3. The number of persons given sabbatical leave in any year shall be limited to one (1) or not more than one percent (1%) of the total number of instructional employees. The number of leaves granted shall be based on:
  - a. the estimated value of the plan to the individual and to the school system;
  - b. the amount of seniority;
  - c. the length of time since the last sabbatical leave.
4. Such employee on sabbatical leave shall report all compensation received from sources other than that from the Board as a result of his/her sabbatical leave, provided that compensation shall not include such items as allowance for travel, cost-of-living, adjustments for foreign service, research, or other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board shall be reduced to bring the total to the amount of the salary he/she would have received if on active duty.
5. Such employee shall agree to return to service with the Board for a period of two (2) years. The employee who fails to return to the system upon completion of his/her sabbatical leave shall refund all compensation paid to him/her or after one year with the system, he/she shall return one-half (1/2) of the former compensation.
6. Such employee shall make reports of his/her activities pertaining to the reason(s) sabbatical leave was granted as may be requested by the Superintendent.
7. Upon return from leave, an employee shall be assigned to the same position, if available, or a substantially equivalent position.

#### **E. Disability Leave**

Disability for a period in excess of ten (10) school days shall be granted on the following terms and conditions:

1. In the event of a disability the employee shall notify the Superintendent. This notice shall be accompanied by a statement from the attending physician specifying the disability and its probable duration.
2. Any employee on disability leave is to report back to work on the date the employee's physician states he/she is able to return to work. Leave may be extended without pay by mutual agreement.
3. An employee on disability must submit a written, signed statement from his/her attending physician stating that the employee is capable of returning and performing the full duties of his/her assignment before he/she returns to work.

4. Failure to report to work on the date the disability ends without notification and approval shall be considered as voluntary termination of employment except under extenuating circumstances.
5. The Board shall have the right to request additional information and/or opinion of another physician of its choice, at the Board's expense, whenever the length of disability is in question.

## **ARTICLE 14 - LEAVES WITHOUT PAY**

Upon return, the employee shall be returned to his/her former position or an equivalent position.

Staff may take any form of leave outlined in this section of the Agreement to take leave with pay and benefits, deductible from their personal sick leave, or without pay, at the employee's option with a continuation of other benefits for a maximum of 75 calendar days. All provisions and timelines of the Family Medical Leave Act (FMLA) remain in effect as provided under law. Further, both parties agree that no reclamation will be made by the District for any past instances where any employee may not have utilized all available sick leave days while on an established leave under Article 14 during the 75 day window of opportunity.

All requests for the following leaves of absence shall be applied for and approved or disapproved in writing. They shall be submitted to the Superintendent's office for action by the Superintendent and the Board of Education. Upon return from a FMLA leave that does not exceed 12 workweeks; an employee shall be assigned to the same position, if available, or a substantially equivalent position.

An employee returning from leave provided in this Article shall be placed on that step of the salary schedule from which the employee went on leave unless the employee was employed for fifty percent (50%) or more of his/her last school year, in which case the employee shall be advanced to the next step.

### **A. Family Illness**

Leave without pay or salary increment shall be granted for the purpose of caring for sick members of the immediate family and may not exceed two (2) semesters unless an extension is granted by the Superintendent. Proof in writing from the attending physician must be submitted to the Superintendent of Schools. Notification of return to duty must be made in sufficient time to make adjustment relative to the vacancy created by the employee's leave.

### **B. Child Care**

A leave of absence shall be granted to any employee for the purpose of childcare. Said leave shall commence upon request of the employee. It is further provided that:

1. The reinstatement shall be to the employee's former position or an equivalent position.
2. The initial leave period may be for the duration of the semester when leave was granted plus two consecutive semesters excluding summer vacation. The leave may be extended by mutual agreement between employee and the Board.
3. An employee beginning a childcare leave may commence said leave with a thirty (30) day notice. Likewise, such leaves may be terminated at the beginning of a semester, unless otherwise agreed to by the Superintendent and the employee.
4. In the event of death of the object child of the leave, the leave of absence may be terminated upon thirty (30) days written notice by the employee.

### **C. Military**

Military leave shall be subject to conditions as established by Federal and State laws. Any regular employee who may enlist, be conscripted for service or recalled to active duty shall be reinstated upon release from the service with full credit for time spent in the service up to five (5) years.

### **D. Association**

Employees who are officers of the Association and who are appointed to its staff shall be given leave of absence without pay for up to one year for the purpose of performing duties for the Association. Such employees shall

receive credit toward annual salary increment and be placed in a position upon return from such leave.

**E. Exchange Programs**

The Board, upon recommendation of the Superintendent of Schools, may grant a leave of absence of not more than two semesters for exchange programs.

1. The applicant shall submit and have approved in advance, by the Superintendent, a plan for an exchange of professional services, which will show the benefit to both the applicant and the school system. A final report shall be filed with the Superintendent upon return from leave of absence for exchange programs.
2. The number of persons on exchange shall be limited to one or not more than one percent (1%) of the total number of employees involved.
3. Exchange privileges shall be given to tenure employees on the basis of:
  - a. Date of filing application.
  - b. Purpose of the leave.
  - c. Seniority of service.
  - d. Professional growth of the staff member.
  - e. Potential benefit to the school system.
4. An employee, upon completion of an exchange program assignment, shall agree to return to the service of the Board and to continue in such service for a period of at least one year.

**F. Advanced Study**

Upon recommendation of the Superintendent, the Board may grant a leave of absence for advanced study for one (1) year without pay or increment. Such leave must be applied for not later than July of the school year in which the leave is desired and will be subject to extension at the discretion of the Superintendent and the Board.

**G. Peace Corps**

Leave of absence may be granted up to two (2) years to any employee who joins the Peace Corps as a full-time participant in such program. Any period of time so served shall be treated as time worked for purposes of the salary schedule.

**H. Public Office**

The Board may grant a leave of absence without pay for up to one (1) year to any employee to campaign for, or serve in, a public office. Such an employee shall be placed in a position and receive credit for annual increment upon return from such leave.

**I. Career Exploration**

Employees may be granted a leave without pay or increment for up to one (1) school year to investigate alternative careers. Upon return, the employee shall be returned to the employee's former position or an equivalent position.

**J. Other Leaves**

Other leave requests of a miscellaneous nature shall be reviewed by the Superintendent and granted or denied at his/her discretion.



## **ARTICLE 15 - ANCILLARY STAFF EVALUATION**

The Comstock Park ANCILLARY STAFF Evaluation is detailed in the documents called "Evaluation and Professional Development Program", "Non-disciplinary Support Program", "Disciplinary Program" of Comstock Park Public Schools. This is the agreed upon evaluation system for the ancillary staff members of this bargaining unit and is a part of the master agreement.

### **A. Classroom Functions**

If conducting any ancillary staff observation the administrator shall not attempt to participate in the functions which are the duties and responsibilities of the employee.

### **B. Personnel File**

1. Each employee shall have the right, upon request, to review the contents of his/her own personnel file in the presence of an administrator or designee. A representative of the Association may, at the employee's request, accompany the employee in this review. Each employee's personnel file shall contain the following minimum items of information, if available:
  - a. All employee evaluation reports;
  - b. A copy of the employee's certificate for an incoming employee;
  - c. Tenure recommendation (for teachers).
2. No adverse material may be placed therein without allowing the employee an opportunity to file a response thereto. Said response shall become a part of said file.

### **C. Subject To Grievance**

It is expressly understood that the content of an evaluation shall not be the subject of a grievance. However, an alleged violation of the evaluation procedure as set forth in this Agreement may be grieved.

### **D. Conducted Openly**

All monitoring or observation of the ancillary staff employee's job performance shall be conducted openly.

### **E. Just Cause**

No ancillary staff employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction of rank, compensation or advantage, including adverse evaluation of ancillary staff performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure, provided, however, that the dismissal or denial of tenure to a first or second year probationary teacher, discharge or demotion of a tenure teacher, and any adverse teaching evaluation may be processed through the Board level grievance procedure or the provisions of the Tenure Act where applicable but shall not be arbitral. In all such situations, the Association shall be notified of its right to be present and speak on behalf of any employee before any regular or executive session of the Board, which is to deal specifically with the grievance. This section and the arbitration step of the grievance procedure will not apply to the mandatory termination of employment as required by law. MCL 423.215(3) (m) makes teacher discipline a prohibited subject of bargaining.

### **F. Representation**

An employee shall have an opportunity to have present an employee who is a representative of the Association when he/she is being disciplined in writing for any infraction of school policy or delinquency in professional performance excluding the formal evaluation.

**G. Extra-Curricular**

1. Employees will be evaluated at least annually on their performance of paid non-teaching extra-curricular duties.
2. An employee who receives a satisfactory evaluation will be reasonably assured of continuation in that paid extra-curricular assignment for the succeeding year, provided that non-teaching extra-curricular activity is continued into the succeeding year.
3. An employee who wishes to be relieved of a particular paid extra-curricular assignment shall indicate such a request in writing prior to June 1 of any given year. The Board may rely on the employee to return to the extra-curricular activity in the event such a request is not presented.
4. An employee shall not acquire any tenure rights through, or in, any extra-curricular assignment. The Board shall have the right not to fill any extra-curricular duty or assignment.

**H. Form**

Standard uniform evaluation forms shall be used by the administration for evaluating an employee. If this form is not used, in a particular building, an alternate form mutually agreed to by the supervisor (principal) and staff shall be used. Criteria for measuring professional performance on the alternate form will be determined by a committee composed of employees and administrators.

## **ARTICLE 16 - PROBATIONARY EMPLOYEES**

### **A. Extra Duty**

No employee shall be granted tenure in any extra duty position. Nothing in this Agreement shall prohibit the Board from granting term contracts in extra duty positions at their discretion. Nothing in this Agreement shall be construed to prohibit or discourage any employee from using people in the community who have specialized skills and knowledge to contribute to the learning process.

### **B. Employees Not Affected By the Tenure Act**

The probationary period will be four (4) years for ancillary staff employed prior to July 19, 2011 and five (5) years for ancillary staff hired on or after July 19, 2011, as applicable. After completion of the probationary period, the following procedure will be in effect for employees employed in positions not covered by the Tenure Act.

1. The probationary ancillary staff employee will be notified in writing of unsatisfactory evaluation and dismissal by his/her immediate supervisor, thirty (30) calendar days before the dismissal, but no later than thirty (30) calendar days prior to the end of the school year.
2. Appeal may be made to the Superintendent within ten (10) working days by the employee. The Superintendent will render a written decision within ten (10) working days.
3. If the probationary ancillary staff employee is dissatisfied with the Superintendent's decision he/she may appeal to the Board of Education within ten (10) working days after receipt of the Superintendent's decision. The Board will hold a hearing of either the full Board or a committee of not less than two (2) board members appointed by the President. The Board will render a written decision in not more than thirty (30) working days.
4. Following satisfactory completion of the probationary period, non-tenured personnel will be provided full rights and benefits in accordance with this Master Contract.

## **ARTICLE 17 - STRIKES AND SANCTIONS**

- A. During the term of this Agreement neither the Association or any persons acting in its behalf, nor any individual employee will cause, authorize, or support, nor will any bargaining unit members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work, or abstinence, in whole or in part from the full, faithful, proper performance of the employee's duties of employment).

## **ARTICLE 18 - NEGOTIATION PROCEDURES**

### **A. Conference**

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be discussed from time to time during the period of this Agreement upon request by either party to the other.

### **B. Team Members**

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the School District. The parties mutually pledge the representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

### **C. Impasse**

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate, including the imposition by the Association of professional sanctions to discourage any employee from working in the absence of a contract.

### **D. Released Time**

An employee engaged during the school day in negotiating by Board request on behalf of the Association with any representative of the Board or participation in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

### **A. Informal**

Any employee, group of employees, or the Association, believing there has been a misapplication or violation of any provision of this Agreement relating to wages, hours, terms or conditions of employment, may within ten (10) school days of the occurrence of the grievance, orally discuss the matter with the principal or immediate supervisor with the objective of resolving the matter informally.

### **B. Level One - Formal**

If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, the aggrieved may file a formal grievance, in writing on the grievance form (see appendix). The written grievance form must be submitted to the principal or immediate supervisor within ten (10) school days from occurrence of the grievance with the principal and immediate supervisor. Within five (5) school days of the receipt of the written grievance, the principal or immediate supervisor shall answer the grievance expressing written disposition with a copy of the grievance returned to the aggrieved.

### **C. Level Two - Superintendent**

1. If the aggrieved is not satisfied with the disposition of the grievance at Level One, written notification shall within seven (7) working days thereafter be transmitted to the Superintendent or designee stating the reason to pursue the grievance to Level Two. At this level the grievance form or written notification must be co-signed by the aggrieved and the Union except as provided by Act 379.
2. Within ten (10) working days of receipt of such grievance, the Superintendent/designee and the grievance committee of the Board will meet with the aggrieved and appropriate Union official to discuss the issues. The employee may be present and shall be present at the request of either the Superintendent or the Union. By mutual agreement, the grievance committee of the Board will not be required to attend these hearings and the meeting will be held only between the Association and the Administration. A written answer shall be given within ten (10) working days after receipt of such grievance.

### **D. Level Three - Arbitration**

1. If the grievance is not settled at Level two, the Association may, within twenty (20) school days after the receipt of the Superintendent's decision at Level Two, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Board.
2. Within ten (10) school days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association, may agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, within the ten (10) day period herein provided, either the Board or the Association may, within twenty (20) school days after the date of the written request for arbitration, request M.E.R.C. to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the M.E.R.C.
3. The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

4. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.

The arbitrator shall construe this Agreement in a manner that does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.

5. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision, which would require or permit an action in violation of the Michigan School Laws. The termination of probationary employees shall not be subject to arbitration.
6. The arbitrator's fees and expenses shall be borne by the losing party. The expenses and compensation of any witness or participants in the arbitration shall be paid by the party calling such witness or requesting such participant.
7. A complaint or dispute involving the discharge or demotion of a teacher on continuing tenure shall not be subject to the grievance and arbitration procedure but shall be presented, heard, and resolved pursuant to the provisions of Act 4, Public Acts of Michigan, 1937 (Ex. Sess.), as amended (Tenure of Teachers Act.).
8. All arbitration hearings shall be held in the school district.
9. Grievances filed after May 1 may be filed concurrently with the principal/immediate supervisor and the Superintendent. Both parties will make efforts to resolve any disputes prior to the end of the current school year.
10. Timelines contained in this procedure may be extended by mutual agreement in writing.

## **ARTICLE 20 - PHYSICAL AND/OR PSYCHOLOGICAL EXAMINATIONS**

### **A. Hepatitis B**

The Employer agrees to provide each employee with a packet of information regarding Hepatitis B. Specifically, this packet will include a list of all medical facilities that an employee must use along with their address and telephone number.

### **B. Physical - Psychological**

Upon the request of the Board it is mandatory for any employee to have a physical and/or psychological examination by one of three (3) qualified persons selected by the Board. The Board is entitled to use the examination report only as an option as to the employee's ability to fulfill his/her contractual obligations. If the employee is declared unable to fulfill contractual obligations by such qualified person, the employee is entitled to have another examination performed by another qualified person mutually agreed upon by the employee and the Board, before the Board begins dismissal procedures. The Board shall bear the full cost of the examination.

### **C. Alcohol Illness**

The Association and the Board jointly recognize that alcoholism is an illness and shall be treated as such pursuant to the application of the terms and conditions of this Agreement. The parties further agree that the goal of the Board and the Association to provide a high quality education program for students requires that employees report for work fit for duty and not in an intoxicated state.

The Board agrees that any bargaining unit member with an alcohol abuse problem that requests diagnosis or treatment will not jeopardize his/her job rights or job security because of such request and that such problems will be handled in a confidential manner.

When an administrator observes a bargaining unit member experiencing difficulties in maintaining his/her performance and those difficulties, in the opinion of the administrator, are due to alcohol abuse, he/she will discuss the apparent difficulties with the bargaining unit member at a specially scheduled conference. The bargaining unit member shall be afforded the right to have appropriate Association representative(s) present at such interview, unless the employee waives his/her right to such representation.

The parties concern is limited to problems that cause poor attendance and/or unsatisfactory performance on the job. Accordingly, the Board will not require testing of bargaining unit members through the taking of blood, urine, or breathe samples in order to determine if they are working under the influence of alcohol unless the Board has reason to believe that the employee is working under the influence of alcohol.



## **ARTICLE 21 - STUDENT DISCIPLINE**

### **A. Support**

The Board will support and give assistance to each employee with respect to the Maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will assist in obtaining the services of such professionals as needed.

### **B. Safety**

Each employee shall be expected to exercise care with respect to the safety of pupils and property, but shall not be liable except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

### **C. Assault**

Any assault by a student on an employee in connection with an employee's work shall be promptly reported to the principal or administrative staff. The Board will provide assistance to an employee in connection with handling of the incident by law enforcement and judicial authorities.

### **D. Work Hours**

In the event a employee is away from work for any incident related to this Article, said employee shall receive their regular salary, and said absence shall not be charged against the employee's leave time.

### **E. Pupil Removal**

An employee may remove a pupil from class to a place designated by the administration when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make continued presence of the student intolerable. In such cases, the employee will furnish the principal or immediate supervisor with full particulars of the incident (in writing if requested) as soon as possible.

### **F. Rules**

The Board recognizes the need to have reasonable rules established for student conduct. At the beginning of each school year, the district will distribute to all students and staff of the district a copy of all rules of conduct for students that shall be in effect at the time. Any change in the rules during the school year shall be similarly distributed before said rules shall become effective. Students enrolling after the beginning of the year will be provided a copy of the rules by the administration on or before the student's first day of attendance. In addition to the rules set forth above, each employee may establish additional rules for students during the time said students are in his/her charge. Classroom rules are subject to approval by the building principal.

## **ARTICLE 22 - RETIREMENT**

### **A. Retirement Payout for Accumulated Sick/Personal Days**

Upon the retirement of an employee who has been employed ten (10) consecutive years for Comstock Park Public Schools, the employee shall be compensated for any unused accumulated sick/personal leave at the following rates:

Rate 1 - \$25.00 per day to employees with less than 100 accumulated days.

Rate 2 - \$40.00 per day to employees with 100 or more accumulated days.

### **B. Early Retirement Notification Incentive**

Employees that notify the district in writing of their intent to retire or separate services from Comstock Park Public Schools prior to the following dates of the current school year will be paid an additional stipend as follows:

February 1 <sup>st</sup>	\$1000
March 1 <sup>st</sup>	\$750
April 1 <sup>st</sup>	\$500

Employees that notify the district in writing prior to those dates agree that they relinquish any rights to any school district sponsored medical plans for the months of July and August of that current school year.

Employees that fail to notify the district after April 1<sup>st</sup> are not eligible for the stipend and will remain on the district's medical plan through August 31<sup>st</sup>.

### **C. Employee Retirement Plans**

The district agrees to offer employer sponsored plans to its employees such as 403(b), Roth 403(b)'s and 457 Deferred Compensation plans.

All employer sponsored plans are administered by TSA Consulting Group.

Any information regarding retirement plans is available at Central Office.

## **ARTICLE 23 - TEACHER FUND**

### **A. Money Received**

The money paid by colleges and/or universities for the placement of student teachers in the District shall be placed in a "teacher" fund. The monies may be used at the discretion of the employees. Receipts for items purchased must be turned in to the Business Office.

## **ARTICLE 24 - JOB SHARING OF ANCILLIARY STAFF**

### **A. Definition**

Job sharing shall mean the occupation of a single staff position by two ancillary staff employees with each assignment being half time or one or more fifths.

### **B. Conditions / Requirements**

The Board will approve shared positions dependent upon the following:

1. Job sharing will be initiated by the employee, not the Board.
2. Each shared position will terminate at the end of each school year.
3. Seniority will accrue as defined in Article 12.
4. No employee will be involuntarily transferred to create shared time positions.
5. Job shared positions will first be available to present employees and laid off KCEA/CPEEA employees.
6. Employees partners responsible for the same students shall carry out joint planning with arrangements to be made with the Principal prior to implementation.
7. A job-shared position shall not result in a layoff of a full time employee.
8. Employees may request who their partners may be for the shared position.
9. New job sharing positions may be limited to not more than one classroom per grade.
10. Each employee teacher in the shared position agrees to attend all staff meetings and professional development activities.

### **C. Compensation**

Compensation and all benefits will be on a pro rata basis (except dental and options).

## **ARTICLE 25 - ANNEXATION / CONSOLIDATION**

To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidation districts based upon seniority and qualification that existed in the respective districts prior to consolidation or annexation. Nothing in this Article shall be construed to require the Board to institute any legal proceedings as a part of its "best efforts."

## **ARTICLE 26 - SALARY**

### **A. Previous Degree and Service**

All previous degree and service credit shall be recognized in the current year.

### **B. Credentials**

Hours earned sufficient to move an employee horizontally on the schedule by September 1 of any year shall entitle said employee to the raise in salary stipulated on the appropriate schedule step, providing the proof indicating such degree or credits were successfully completed is received by the Personnel Office prior to November 1.

### **C. Salary Schedule**

The schedule is based on the graduate semester hour.

1. Term and undergraduate hours will be figured as 2/3 ratio to graduate hours.
2. For courses to count on the schedule, they must be in the field in which the employee is qualified, or cognates to his field.
3. Hours for the BA+20, BA+34, MA+10, MA+20, MA+30 schedules must be earned after the date the last degree was awarded.

### **D. Interns**

The Board may deduct, upon written authorization from the intern employee, up to one third (1/3) of the total salary of college and/or university interns for reimbursement to the institution for the cost of administration and supervision of an intern program. Other arrangements may be made upon request of the college and/or university.

### **E. Part-Time Regular Employment**

1. Employees employed or recalled to part-time positions on a regular basis will receive pro rata wages. Part-time employees are required to attend all conferences, open houses, curriculum days, in-services, records day, etc., required of a full-time employee. Attendance at faculty meetings will be prorated based on the F.T.E. of the employee. Every effort will be made to accommodate the staff in scheduling these meetings.
2. Part-time ancillary staff employees shall be entitled, upon request, to available full-time employment to accumulated seniority, certification and qualification. Such requests shall be submitted in writing by March 30 for full-time employment at the beginning of the next school year. The Board shall have discretion as to which open full-time ancillary staff position they wish to place the employee but must place the requesting employee before filling an open position with an outside applicant.

**F. Salary Agreement**

**2013-2014  
SALARY SCHEDULE**

<b>Step</b>	<b>BA</b>	<b>BA20</b>	<b>BA34 &amp; MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>
<b>1</b>	37,199	37,930	40,947	41,818	42,691	43,566
<b>2</b>	38,666	39,463	42,637	43,532	44,434	45,333
<b>3</b>	40,198	41,062	44,397	45,318	46,244	47,170
<b>4</b>	41,787	42,725	46,225	47,174	48,130	49,085
<b>5</b>	43,444	44,451	48,134	49,112	50,094	51,072
<b>6</b>	45,147	46,252	50,116	51,123	52,133	53,144
<b>7</b>	46,947	48,124	52,180	53,219	54,259	55,300
<b>8</b>	48,807	50,068	54,335	55,398	56,473	57,540
<b>9</b>	50,737	52,095	56,577	57,671	58,771	59,873
<b>10</b>	52,745	54,200	58,910	60,037	61,171	62,302
<b>11</b>	54,833	56,395	61,339	62,494	63,664	64,827
<b>12</b>	57,707	59,380	64,571	65,763	66,860	68,159
<b>15</b>	59,256	61,049	66,501	67,724	68,964	70,191
<b>20</b>	63,958	65,948	71,889	73,192	74,631	75,830
<b>25</b>	66,916	69,062	75,342	76,694	78,081	79,429

\*For employees on steps 13-14, 16-19, 21-24 and 26+, employee will receive a \$1,200 longevity stipend to be paid in September of each year.

**ARTICLE 27 - ADDENDA**

**A. Changes to Addenda**

Any employee of Comstock Park Schools may propose changes to the addenda schedule. Additions, deletions, and adjustments to Article 27 shall be accomplished through formal bargaining or through a committee composed of District and Association representatives. Any changes endorsed by the committee shall be confirmed with a letter of agreement between the Superintendent and the Association leadership. These changes may then be incorporated into Article 27 of the Master Agreement during subsequent bargaining.

**B. Club Sponsor Positions**

Specific “Club Sponsor” positions will be determined at the building level. Each building will have a process for proposal, approval, and implementation of new clubs and activities. The process shall be approved by the Superintendent and the Association leadership.

Addenda will be paid on the BA Base Salary

**C. Co-Curricular**

	<u>% of Base Salary</u>
Class Advisors	
9 <sup>th</sup> and 10 <sup>th</sup> .....	2.5
11 <sup>th</sup> and 12 <sup>th</sup> .....	3.5
HS Student Council/Student Leadership*.....	2.5
MS Student Council.....	1.5
Pine Island Student Council.....	1.5
CP Career Academy Student Council/Senior Advisor.....	1.5
HS Musical Director.....	4.0
HS Play Director.....	2.0
HS Musical Assistant Choral/Music.....	2.0
HS Club Sponsors.....	2.5
HS Yearbook Advisor**.....	3-5-7-8
MS Yearbook.....	1.5
MS Club Sponsors.....	1.5
CP Career Academy Yearbook.....	1.5
Band Director.....	10-11-12-13-14
Choral Director.....	4-5-6
Pep Band Director.....	4.0
HS Student Volunteers.....	2.5
School Improvement Team Chair (building level).....	2.0
Assistant School Improvement Team Chair (building level).....	1.5
Freshman Mentors Advisor.....	2.5
National History Day Advisor.....	2.5
National Honor Society Advisor.....	2.5

**D. Curricular**

High School Department Chairs.....	2.0
District Department Chairs.....	2.0
“Testing Out” Supervisor.....	\$ 20/hour

\* This stipend is not paid if there is a Student Leadership class.

\*\* Yearbook is currently a class offering at the High School. (If no “Yearbook” class is offered, the stipend will be 8%)



**E. Athletics**

GROUP I	Varsity Football, Varsity Basketball (boys or girls), Varsity Wrestling, Varsity Volleyball.....	11-13-14-15-16
GROUP II	Varsity Track, Varsity Baseball, Varsity Softball, Varsity Football Asst., Varsity Soccer, Varsity Competitive Cheer, JV Football, Cross Country (boys and girls).....	9-10-11-12-13-14 if combined sport
GROUP III	JV Basketball (boys or girls), Varsity Wrestling Asst., *9th Grade Football, JV Football Asst., Varsity Golf, Varsity Tennis, Varsity Sideline Cheer, Varsity Competitive Cheer Asst., JV Baseball, JV Softball, JV Soccer, JV Volleyball, Varsity Track Asst .....	8-9-10-11-12
GROUP IV	Bowling, JV Tennis, JV Golf, JV Competitive Cheer, JV Sideline Cheer, 9 <sup>th</sup> Grade Basketball, 9 <sup>th</sup> Grade Football Asst., JV Wrestling, Freshman Sports (except *Football).....	7-8-9-10-11
GROUP V	MS (Middle School) Sports Football (7-8), Wrestling, Girls Basketball (7-8), Boys Basketball (7-8), Competitive Cheer, Girls Volleyball (7-8), Girls Track, Boys Track, Cross Country, based on at least a ten (10) week season. If the sport is less than ten (10) weeks, addendum is to be reduced proportionately.....	5-6-7-8-9
GROUP VI	Other middle school sports and additional teams ("B" teams) will be paid at \$480	

**F. Others**

MS Intramurals.....	3-4-5-6
Auxiliary Band Personnel.....	6-7-8-9

**G. Scorers**

Varsity Football, Basketball, Wrestling.....	\$11.48
JV Football, Basketball, MS Wrestling.....	\$9.19
Freshman Football, Basketball, JV Wrestling, MS Basketball, Varsity Volleyball.....	\$7.88
JV Volleyball, MS Volleyball.....	\$5.16

**H. Tickets, Gate, Door guards, Others.....** \$5.16

## **ARTICLE 28 - GUIDANCE COUNSELORS**

### **A. Work Day**

The Counselor's day shall be the same hours as the teacher's in that location, not to exceed eight (8) hours.

### **B. Counseling Loads**

The student-counselor ratio shall not exceed 500 to 1 full-time secondary counselor. The pupil-counselor ratio shall not exceed 700 to 1 full-time elementary counselor.

### **C. Work Beyond The School Year**

In addition to the regular school year, the Counselors shall work regular hours for as many days as necessary as decided by the Superintendent. This time shall be paid by a prorated method of the regular salary schedule.

## ARTICLE 29 - FRINGE BENEFITS

### A. Medical Insurance

Full-time employees who request Plan A (Choices II), Plan B (Dental, Vision, LTD) or Plan C (MESSA ABC H.S.A.) as described below will be responsible to cover all costs (premiums or H.S.A. deductibles) above the negotiated hard cap.

For the 2013-2014 school year, the hard cap will be the following rates:

Single	\$2,781
Self + Spouse	\$8,681
Full Family	\$11,781

Caps will increase/decrease by the Consumer Price Index (CPI) each year. (Notified in October).

Caps will be calculated on a monthly basis.

For purposes of determining employee contributions, district will use a July – June period of time for determining amounts owed to district.

For any employee that adds medical insurance after March 1, deductions will be discussed with employee based on a case by case basis due to the lack of deduction periods remaining. Any arrangement between the district and employee shall not be precedent setting.

#### PLAN A (Choices II):

1. Employees will contribute as follows:
  - \$10/\$40 Prescription Coverage Saver RX Card.
  - \$20 Office Visits
  - \$500/\$1000 deductible
2. Long Term Disability: 70%, \$3,000 maximum, \$5,500 maximum eligible monthly salary, 120 calendar days - modified fill. Freeze on offsets. Alcoholism/drug addiction two (2) year. Mental/nervous two (2) year.
3. Delta Dental: 90/90/75, \$2,500/\$2,500/\$2,500
4. Negotiated Life: \$50,000 AD&D
5. Vision: VSP-3+

#### PLAN B (Dental, Vision, LTD):

1. Long Term Disability: 70%, \$3,000 maximum, \$5,500 maximum eligible monthly salary, 120 calendar days - modified fill. Freeze on offsets. Alcoholism/drug addiction two (2) year. Mental/ nervous two (2) year.
2. Delta Dental: 90/90/75, \$2,500/\$2,500/\$2,500
3. Negotiated Life: \$50,000 AD&D
4. Dependent Life: \$25,000/\$12,500
5. Vision: VSP-3+
6. Cash: \$527.59 per month which the teacher can chose to apply to the programs noted below:
  - a. Other approved options include MESSA non-taxable Fixed Options, the remainder toward the MESSA non-taxable variable options or annuities. Employees eligible for options shall meet as soon as possible prior to the close of the annual enrollment period each year to arrange for the programs and/or coverage. This language offers the widest possible offerings under the MESSA options programs.

- b. Any additional costs above the above mentioned limits will be paid by the employee through payroll deduction.

### **PLAN C (MESSA ABC HSA)**

1. Employees will contribute as follows:
- \$2/10/20/\$40 Prescription MESSA ABC RX Coverage.
  - Out of Pocket Office Visits, Urgent Care, Emergency Care until deductible is met
- \*If the government raises minimum deductibles these will automatically increase.

Starting January 1, 2014, all full time employees will be eligible for MESSA ABC H.S.A. Plan (Plan C).

The Board will contribute to the H.S.A. on behalf of each employee who elects the plan as follows:

Single	\$1250
Self + Spouse	\$2500
Full Family	\$2500

Contributions to H.S.A.'s will be prorated based off the month the employee becomes eligible for the Plan.

### **B. Part-Time Employees**

The Board will, upon request, pay one-half (½) of the premium of Plan A or Plan B for an employee who is employed on a regular half-time basis (3.5 hours per day or more, but less than seven hours), and the employee shall pay one-half of the premium.

### **C. Payments**

Payments for such insurance shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin their duties, or as soon as the group accepts the enrollee. (Exception: employees starting after the enrollment period in September will have a waiting period of from 30 to 60 days before the insurance becomes effective, in accordance with the Board of Education group contract). Coverage will be provided on an annual basis in accordance with the Master Agreement. Restrictions to the Board's obligation for medical care insurance are defined as:

1. An employee shall not cover his dependents if they are receiving coverage via the same or another hospitalization policy (non-duplication).
2. A single person (defined as an employee who receives coverage for himself or herself only) qualifies for individual membership under group provisions.
3. Payments shall be made for a twelve (12) month period. The Board will also provide full coverage for three (3) months for any employee laid off during the school year. The Board will provide coverage through September 30 for any employee laid off at the end of the school year.
4. The insurance benefits provided in this Article shall begin when the employee has properly completed the necessary forms and actually begins employment. Such insurance shall terminate when the employee's employment is terminated or when the employee is on a leave of absence without pay. The employee shall have the option, subject to Article 29 D6, of continuing his/her coverage by assuming payments when payments provided by the Board under terms of this Master Agreement expire.
5. The Board will continue to pay the employee's insurance premiums as stated in this Master Agreement while the employee is under contract with the Board. If the employee is on extended sick leave (Article 14, I), the Board will continue to make payments for the employee's insurance

coverage for no less than the period of time during which the employee receives sick leave pay, no less than the full twelve months of the insurance contract year, or no less than 90 days, whichever of these three is greater to the extent permissible under Article 29, D6. The employee shall have the option, subject to Article 29 D6, of continuing his/her coverage by assuming payments when payments provided by the Board under terms of this Master Agreement expire.

6. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters.
7. The Board's responsibilities shall not extend to the provision of benefits unless it has failed in meeting its responsibilities, which shall be limited to:
  - a. timely paying of all premiums;
  - b. complying with all requirements of the employer required by the carrier and/or underwriter;
  - c. securing insurance coverage no less than that which is outlined in the certificate of insurance on file in the business or administrative office.
8. Disputes between beneficiaries or employees and any insurance company shall not be subject to the Grievance Procedure established herein.

**D. Tax Deferred Savings Retirement Savings Program**

The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that AIG/Valic, MEA/Paradigm/Prudential, Plan Member, The Legend Group, Waddell & Reed/Nationwide, Midwest Capital Advisors, Equitable Life, Brecek & Young, GLP< Horace Mann, and American Fund contributions through current vendors, along with any other mutually selected investment providers shall be named as vendor(s) in the 403(b) plan document as appropriate under IRS regulations.

The parties further agree that Lake Michigan Credit Union and Mass Mutual will not be 403(b) vendors after December 31, 2008.

## **ARTICLE 30 - OTHER CREDITS AND REIMBURSEMENTS**

### **A. Tuition Reimbursement**

Tuition will be reimbursed to employees for courses taken according to the following schedule:

1. \$75.00 (maximum) per semester hour or \$50.00 (maximum) per term hour provided a grade of "B" or better is earned.
2. In all cases the employee must sign a contract and return the following year.
3. In order to receive reimbursement the courses taken must be graduate courses in the employee's field of instruction, Educational Leadership and/or Counseling coursework. Undergraduate credit hours will be eligible for reimbursement if they are part of an approved Masters program certified by the college advisor or if required to become highly qualified.
4. Prior to taking any course, the employee will submit the course to the Administration. Tuition reimbursement forms are available in the building office.
5. Reimbursement shall be made within thirty (30) days after presentation of credits earned during the preceding contractual year while in the employ of the Board.
6. Courses subject to reimbursement or eligible for advancement on the Salary Schedule will be limited to four classes per calendar year.
7. Classes required for Highly Qualified shall be reimbursed, for no more than, the average per hour cost of MSU and WMU for employees from Title I funds as available.

### **B. Travel Expense**

When authorized travel for school purposes is necessary, actual cost of expenses plus highway map mileage at the IRS rate per mile will be allowed.

### **C. Extra Classroom Periods**

A teacher shall be paid an additional 1/6 of his/her salary if he/she is needed to teach an extra classroom period in addition to the classroom periods now taught within the regular school day schedule.

### **D. Experience**

An employee may receive full credit for every year of past experience.

### **E. Teaching Certificate Renewal**

A teacher shall be eligible for reimbursement of the renewal fee for his/her teaching certificate up to \$150.00 every five years.

## **ARTICLE 31 - PAYROLL PROCEDURE**

### **A. Checks**

Payroll checks will be issued biweekly in sealed envelopes on Fridays.

### **B. Number of Pay Days**

Contractual salaries will be divided by twenty-one (21) or twenty-six (26) as requested by the employee on forms provided by the Administration.

### **C. Deductions**

All authorizations for payroll deduction shall be made on forms provided by the Administration. Authorization for insurance and Association dues shall be made by September 10, whenever possible. Other deduction changes may be made prior to September 30, wherever possible. New hires shall list deductions within ten (10) days of employment whenever possible.

### **D. School Not In Session**

Should a regular pay date fall during a period when school is not in session, arrangements shall be provided for each employee to pick up their payroll checks, or have them mailed to an address provided by the employee on the day before the regular payroll date.

## **ARTICLE 32 - PERSONAL CONTRACTS**

### **A. Issuance and Return**

The Board shall issue personal contracts to each employee within thirty (30) days after ratification of the new Agreement. All contracts shall be returned to the Board within fifteen (15) days after receipt. The Board shall countersign and return a copy to the employee within seven (7) days after the next Board meeting.

### **B. Supplementary Addenda**

Supplementary addenda shall be treated in the same manner as employee contracts, and shall be issued for all approved activities. Normally, these contracts shall be issued with the employee contract.

### **C. Summer Addenda**

Summer addenda contracts shall be issued as soon as possible prior to the beginning of the activity.

### **D. Letters of Intent**

Letters of intent for summer employment shall be issued for approved activities.



## **ARTICLE 33 - AGREEMENT PROVISIONS**

### **A. Supremacy Clause**

Except where prohibited by law, such as 2011 PA 102-103, this Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual employee contracts heretofore in effect. All future individual employee contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board. Individual contracts shall not be issued until this Agreement is ratified by both parties.

### **B. Contrary to Law**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and all other applications shall continue in full force and effect.

### **C. Production and Distribution of Agreement**

Prior to printing, the negotiated Agreement shall be submitted to the negotiating committee for the Association for proofreading and approval. The District shall provide each teacher with a copy of the Agreement. The Association shall be furnished with fifteen (15) additional copies of the final printed Agreement with additional copies upon request.

### **D. Zipper Clause**

This Agreement incorporates the Agreement reached by the parties on all agreed issues, which were not prohibited subjects of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### **E. Changes of Agreement**

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.

### **F. Duration**

This Agreement shall be a one year contract in effect as of September 1, 2013 – August 31, 2014.

**SIGNATURE PAGE**

**EDUCATION ASSOCIATION**

By Kim Pfeiffer  
Its President

By Kim Pfeiffer  
KCEA President

By \_\_\_\_\_

Other members of the Association  
Bargaining Team are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOARD OF EDUCATION**

By Ethan Ebenstein  
Superintendent

By \_\_\_\_\_

By \_\_\_\_\_

Other members of the Board's  
Bargaining Team are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this 3 day of Oct, 2013.



# APPENDIX B - GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ School District \_\_\_\_\_

GRIEVANCE REPORT

Distribution of Form

1. Superintendent
2. Principal
3. Association
4. Member

Submit to Principal in duplicate

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<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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**LEVEL ONE - INFORMAL**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Article & Section allegedly violated \_\_\_\_\_

C. Statement of Grievance

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D. Relief Sought \_\_\_\_\_

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\_\_\_\_\_  
Signature of Aggrieved Party(ies)

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor

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\_\_\_\_\_  
Signature of Principal or Immediate  
Supervisor

\_\_\_\_\_  
Date

F. Position of Grievant and/or Association

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL TWO - FORMAL**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee

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\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL THREE - ARBITRATION**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **APPENDIX C – PART-TIME EMPLOYEES**

Method of payment for part-time employees covered by the provisions of the currently effective Master Agreement.

Stipulations:

- 1) The currently effective Master Contract provisions will apply to wages, hours, terms and conditions of employment in determining wages, benefits and working rights of regular part-time employees.
- 2) The basis for determining part-time pay applicable to any K-12 employees will arise from the full-time salary schedule negotiated for full-employment.
- 3) Instructional class time (contact time in teaching and supervising students) will be based on duty in the classroom and engaging in preparation, conference or planning activities as expressed herein.
- 4) The base value for full-time teaching will be five (5) sixty (60) minute periods not to exceed 300 minutes per day for all employees. Any time beyond 300 minutes per day will require additional wages.
- 5) Classroom assignments will not be "gapped" with non-duty time unless agreed to by the part-time employee. Part-time assignments to classroom duty will be sequential in schedule. If preparation, conference or planning periods (times) are included within two assigned periods, the time will be counted as duty time, unless otherwise agreed to by the part-time employee. Gaps between assignments may be paid pro-rata if agreeable to the parties.
- 6) Whenever possible, full-time employees will be utilized in conducting School District teaching assignments and part-time employees will be used on when absolutely necessary.
- 7) A method for determining wages and compensation for part-time employment will apply equally and without discrimination to all members of the bargaining unit.

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