

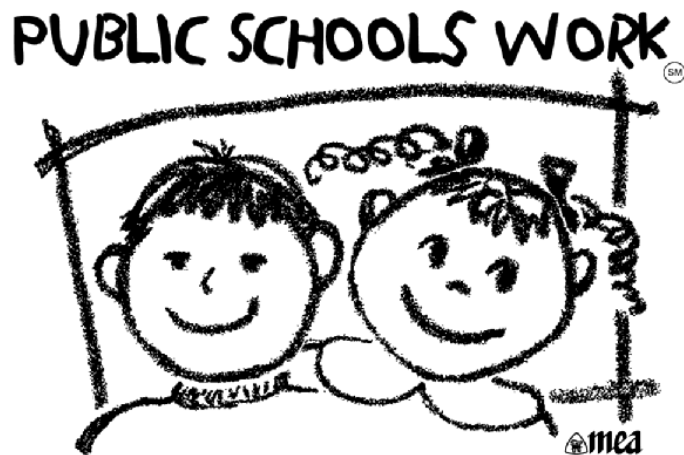
Agreement

between

Kalamazoo County Education Association

and

Climax-Scotts Community Schools



JULY 1, 2006

through

June 30, 2009

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COLLECTIVE BARGAINING AGREEMENT

2006-2009

THIS AGREEMENT made by and between CLIMAX-SCOTTS COMMUNITY SCHOOL DISTRICT No. 31, Kalamazoo and Calhoun Counties, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and the KALAMAZOO COUNTY EDUCATION ASSOCIATION (hereinafter called the "Association");

WITNESSETH:

ARTICLE 1

- 1.1 **Purpose.** The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the teachers for the mutual benefit of the public, the Employer, the Association, and the teachers.
- 1.2 **Recognition.** The Employer recognizes the Association as the sole and exclusive collective bargaining representative for all K-12 teachers employed for the regular school year provided, however, that such recognition shall not bar the Employer from negotiating during the contract period with such representatives as may hereafter be selected by the teachers to represent them during the next contract period in accordance with rules promulgated by the Michigan Employment Relations Commission.
- 1.3 **Statement of Compliance:** The Employer and Association recognize the importance of being compliant with the federal No Child Left Behind (NCLB) Act and state accreditation through *Education Yes!*

ARTICLE 2—AGENCY SHOP

- 2.1** Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association in an amount established by the Michigan Education Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Article 5.8 of this Agreement. In the event that a teacher shall not pay such a fee directly to the association or authorize payment through payroll deduction, as herein provided, the board shall, at the request of the Association, deduct the service fee from the bargaining unit member's wages. It is required that said mandatory deductions are to be made in equal amounts. It is agreed that money deducted from the bargaining member's wages is to be remitted to the union within 15 days. If the teacher in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the board limited to the question of whether he/she has failed to pay the service fee.
- 2.12** In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- (a). The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - (b). The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels.
- 2.13** The Association agrees that in any action so defended, it will indemnify and hold harmless the board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this article.
- 2.14** Bargaining unit members hired prior to July 1, 1997, who were not members of the Association on July 1, 1997, shall be excluded from the requirement to pay a service fee. All teachers hired after July 1, 1997, must be in compliance with this section.
- 2.15** Any teacher who has ideological or religious objections to joining a union shall pay an amount equal to the service fee to the Climax-Scotts Education Association Student Scholarship Fund in lieu of joining the Kalamazoo County Education Association and its affiliated organizations. This fund shall be administered by a committee composed of the association (Climax-Scotts Education Association) president, the Association (Climax-Scotts Education Association) treasurer and one (1) Board of Education representative. The funds for such account shall be deposited in a separate account in the school employee's credit union. Recipients shall be students of the Climax-Scotts School District.

ARTICLE 3—PROFESSIONAL DUTIES

3.1 Contract Period. The number of teacher workdays shall be 182 and reflected in the School Calendar. The Employer, after consultation with the Association, may modify or extend the School Calendar in order to comply with minimum membership day or minimum hours of student instruction requirements imposed by state law regulations.

3.2 Workday.

3.21 Teachers The teacher workday at the Intermediate, and Junior and Senior High School shall be up to seven consecutive hours and fifteen minutes. The teacher workday at the Elementary School shall be up to seven consecutive hours and seventeen minutes. The District may adjust the starting and ending times of the workday but may not increase the total time of the workday beyond the foregoing.

3.22 High School Counselor The regular workday schedule for the school year shall be mutually agreed to between the Counselor and the High School Principal during the first week of the school year. When a deviation from the regular workday is necessary, a minimum notice of five (5) workdays shall be provided. This requirement may be waived in the case of an emergency. Deviations in the Counselor's workday schedule shall not exceed a thirty-five hours and forty-five minutes workweek.

3.3 Reporting Time. Teachers shall be in their classrooms at least 5 minutes before school begins, ready to receive students and be available 10 minutes after normal student dismissal time.

3.4 Professional Services. A teacher shall perform such professional duties as assigned by the Employer, subject to the provisions of this Agreement and the following conditions and limitations:

3.41 Classroom Teachers. A teacher regularly assigned as a classroom teacher shall be entitled to receive:

- A. A duty-free lunch period of thirty (30) consecutive minutes each day.
- B. At the Elementary and Intermediate school, an average of two hundred seventy-five (275) minutes of planning-conference time, or the equivalent, in not less than twenty-five (25) minute blocks, for each full week of instruction.

Each full-time Junior High School and High School teacher will have one complete instructional period, five (5) times per week, designated for planning-conference time. Part-time teachers will have prorated planning-conference time.

Teachers who volunteer to give up their planning-conference time in order to take a teaching or supervisory assignment for which a substitute was not hired shall be paid at the rate of \$25.00 per hour. This provision shall not apply if:

1. Two (2) or more teachers exchange classes.
2. A teacher, having a free period because his/her students are gone, substitute for another teacher.
3. A teacher, having an extra period free because his students are gone, substitutes for someone else during his free period and takes his free period at a different time.

Teachers who volunteer to give up their planning-conference time in order to teach an additional class for the school year shall be paid an additional 1/5th of their base contract salary for a six (6) period day schedule.

3.42 Dual Supervision. Any teacher assigned professional duties under more than one principal shall be supervised by and be responsible to each such principal with respect to the performance of duties assigned to such teacher provided that:

- A. One (1) principal shall be designated to coordinate all of the activities and assignments of such teacher in order to avoid conflicts in scheduling, and the teacher shall be notified at the beginning of each school year of such designation; and,
- B. Non-tenured teachers shall be entitled to receive an evaluation from each principal. Evaluations for tenured teachers shall be conducted on a rotating basis between assigned principals.

3.43 General Professional Duties. Each teacher shall, to the extent required for the proper discharge of his professional obligations, participate in faculty, departmental and curriculum meetings (including NCA, No Child Left Behind and Education Yes! meetings) in-service training programs, homeroom assignments; student-teacher, parent-teacher, and administrator-teacher conferences; and such other professional activities as heretofore performed by the teachers or as may reasonably be required. Bus duty shall not be considered to be a duty to be performed by teachers.

- A. **Faculty Meeting Notice.** When possible, an administrator shall give all affected staff a minimum of three (3) school days notice of all faculty and departmental meetings. Such notice should include a proposed agenda and approximate duration. Principals are encouraged to keep meetings as brief as possible.
 1. Teachers may only be required to attend a maximum of two (2) faculty and departmental meetings per month.
 2. Faculty/departmental meetings shall be limited to a maximum duration of one and one-half (1 ½) hours per meeting.
 3. In the Intermediate School and Jr./Sr. High School, the workday will not extend beyond 5:00 p.m.

Article 3: Professional Duties - Cont'd

4. Faculty meetings at the Elementary School will take place in the morning before school and will begin no earlier than 7:20 a.m.

B. Teacher participation in site based/school improvement type committees shall be voluntary.

C. **Professional Development.** The thirty (30) hour Professional Development requirement will be fulfilled as follows:

1. The following professional development hours are built into the school calendar. Content is directed by the administration with staff input.

Date	Early Release	Hours After School	Total
September 12 '06	1 hour	1 ½ hours Elementary 2:55 p.m.- 5:25 p.m. Intermediate 1:45 p.m.- 4:15 p.m. High School 1:40 p.m.- 4:10 p.m.	2.5
September 26	1 hour	1 ½ hours Elementary 2:55 p.m.- 5:25 p.m. Intermediate 1:45 p.m.- 4:15 p.m. High School 1:40 p.m.- 4:10 p.m.	2.5
October 10	1 hour	1 ½ hours Elementary 2:55 p.m.- 5:25 p.m. Intermediate 1:45 p.m.- 4:15 p.m. High School 1:40 p.m.- 4:10 p.m.	2.5
November 3		6 hours	6.0
January 22 '07		3 hours	3.0
Total	3 hours	4.5 hours	16.5

2. The following professional development early release days are allotted to teachers to use for their individualized professional development. The time must be taken at school, unless the professional development activity takes place at a different location, which must then be conveyed to the building principal prior to attending.

Article 3: Professional Duties – Cont’d

Date	Early Release	Hours After School	Total
October 24 ‘06	1 hour	0	1 hour
December 5	1 hour	0	1 hour
December 19	1 hour	0	1 hour
February 6 ‘07	1 hour	0	1 hour
February 20	1 hour	0	1 hour
March 6	1 hour	0	1 hour
April 17	1 hour	0	1 hour
May 1	1 hour	0	1 hour
May 15	1 hour	0	1 hour
Total	9 hours	0	9 hours

3. Teachers will satisfy the additional Professional Development required hours, four and one-half (4 ½), on an independent basis as outlined in “Appendix” A and reflected in the teacher’s log of Professional Development activities given to their principal on a monthly basis.

3.44 Part-Time Teacher Planning A regularly assigned part-time teacher, including shared assignment teachers, whose regular assignment is for at least one-half (1/2) of a full assignment shall be entitled to receive planning-conference time on a prorated basis.

3.5 Academic Freedom.

3.51 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

3.52 The parties recognize that teaching is a complex discipline that is enhanced by creativity and diversity of character and methodology among the teaching staff that provides a successful learning environment for all students.

3.53 Freedom of individualized expression of teachers is guaranteed and will be encouraged within the limits of adopted curriculum and courses of study and by official policies of the District.

3.6 Mentor Teacher

3.61 A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code and other state mandated guidelines.

- 3.62** Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher. A teacher with experience in another district will be assigned a Mentor Teacher for a minimum of one (1) year and a maximum of three (3) years. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion and is not meant to be a part of or associated with the procedure for performance evaluations.
- 3.63** A Mentor Teacher shall be assigned in accordance with the following:
- A. Mentor Teachers positions shall be assigned by the building principal with the agreement of the prospective mentor.
 - B. Every effort will be made to match Mentor Teachers with Mentees who work in the same building and have the same area or certification.
 - C. It is intended that Mentors be selected for the purpose of establishing a three (3) year relationship with a Mentee. It is further understood that the relationship may be terminated at the request of either the Mentor or the Mentee with principal approval.
- 3.64** Because the purpose of the Mentor/Mentee match is to provide peer assistance toward the end of quality instruction, the Board and the Association agree that the Mentor/Mentee relationship shall be confidential. Neither the Mentor nor the Mentee shall be a part of, or be included in, any matter related to evaluation of the other.
- 3.65** Upon Administrative approval release time shall be provided, so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
- 3.66** Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Professional development events relating directly to the new teachers Individual Development Plan (IDP), shall, whenever possible be scheduled within the parameters of the regular work day and work year.

Each Mentor shall receive a stipend as follows:

	Year One of New Teacher	Year Two of New Teacher	Year Three of New Teacher
One Mentee	\$275	\$250	\$225
Two Mentees	\$600	\$550	\$475

- 3.68** No Teacher may serve as a Mentor to more than two (2) Mentees at one time.

ARTICLE 4—VACANCIES AND TRANSFERS

4.1 Professional Assignments

- 4.11** Both parties recognize the desirability of placing each employee in a position that will effectively use the teacher's experience while providing for the staffing needs of the Employer. Vacancies shall be filled on the basis of certifications, qualifications, including qualifications as outlined in the North Central Association (NCA) credential standards, and successful prior teaching experience. When the above conditions are equal the applicant with the greater seniority shall be given the position.
- 4.12** Professional assignments shall be within the scope of a teacher's certificate or his/her major or minor field of study, as long as all applicable accreditation standards regarding credentials are met.
- 4.13** All bargaining unit members shall be given written notice of their tentative assignment for the forthcoming school year no later than June 1st. When possible, such tentative assignment shall include building and grade level for elementary teachers, and building, department(s) and a listing of probable courses to be taught for the secondary teacher. All changes in a teacher's tentative assignment made subsequent to June 1st, shall be communicated to the teacher immediately.
- 4.14** Teachers shall meet the requirement of being "highly qualified" as such standards become applicable.

4.2 Notice of Vacancies. The following guidelines shall be observed:

- 4.21** If a vacancy occurs during the work year, the Employer may chose to temporarily fill the position for the remainder of the work year in order to minimize any disruption in the educational program, or post the position in each building for one (1) week and fill the position on a permanent basis.
- 4.22** If the vacancy is for a position to be filled during the next school year and the existence of the vacancy is known at least fourteen (14) days prior to the end of the school year, notice of the vacancy shall be posted for one (1) week in each building.
- 4.23** During the summer months when regular school is not in session, the Employer will post in the personnel office all vacancies and mail to those teachers who have indicated a desire for a change in assignment. Until August 1, positions shall remain posted at least ten (10) calendar days before being filled. Thereafter, positions will be posted five (5) calendar days. A copy of the posting is to be sent to the Association president.

- 4.24 A vacancy shall occur upon the resignation, termination, retirement, or transfer, whether voluntary or involuntary, of a bargaining unit member and upon a determination by the School District that the duties and responsibilities of the vacated position will be continued. Newly created positions shall be considered a vacancy and posted in accordance with this section of the Agreement. Newly created positions shall be defined as assignments not currently contained within the curriculum or additional grade positions, including those new classes resulting from a “bubble” of students. Teachers shall be notified of such vacancies and given the opportunity to apply for newly created positions.
- 4.3 **Scheduling.** Before proposed schedule changes are implemented for the ensuing academic year, the administration shall seek input from the Association and the affected teachers. The Association agrees to make reasonable written responses to the proposed schedule change.
- 4.4 **Involuntary Transfers.** Involuntary transfers may only be made in accordance with the following:
- 4.41 Documented teacher performance, as reflected in evaluations made consistent with Article 9.1, must conclude that the teacher’s performance is below standard; or,
- 4.42 Circumstances within the assignment have deteriorated to the point that a teacher has little opportunity of succeeding as an educator in that assignment.
- 4.43 The teacher and Union shall first be informed of the involuntary transfer in a meeting with the Superintendent.
- 4.44 Where involuntary transfers are made, the Employer shall provide the affected teacher and the Association with written reasons for the transfer.
- 4.45 Notwithstanding 11.1D, an involuntary transfer shall be subject to the grievance procedure found in Article 11 of this Agreement.
- 4.5 **Change in Assignment.** Changes in grade or subject assignment shall be voluntary to the extent possible, provided, however, that if the employer has determined that more than one teacher is certified and qualified for the position to be filled, then the least senior teacher shall be transferred.

ARTICLE 5—COMPENSATION AND BENEFITS

5.1 Basic Compensation.

5.11 Compensation Schedule. The basic compensation of each teacher shall be as determined and set forth in Schedule A.

5.12 Professional Experience. The employer shall place a new professional employee on a salary step not to exceed ten (10) years based on his/her current years of teaching or related experience.

5.13 Academic Advancement. Academic advancement shall be made at the beginning of the first semester following completion of an MA degree, provided that the teacher shall submit verification of such advancement not later than thirty (30) days after the beginning of the semester. If submitted within thirty (30) days after the beginning of the semester, the pay increase will be retroactive back to the first of the semester. If submitted more than thirty (30) days after the beginning of the semester, the increase will start at the beginning of the next semester.

5.14 Salary Steps. A teacher shall advance to the next salary step automatically upon the satisfactory completion of each two (2) semesters of instruction. A teacher shall not advance to the next salary step if, prior to the time for such advancement, the Employer shall give the teacher a definite written statement of unsatisfactory service. For the purpose of this provision, unsatisfactory service shall include the failure of a teacher to maintain the minimum professional standards herein set forth, the material breach by the teacher of his individual contract of employment or the provisions of this Collective Bargaining Agreement. The teacher shall be entitled to file a written reply and shall have the right to a private or public hearing before the Employer, if requested within fifteen (15) days after receipt of such notice of unsatisfactory service.

5.2 Additional Compensation. A teacher shall be entitled to receive additional compensation as follows:

5.21 Student Activities. Compensation for student activities shall be paid as set forth in Schedule B.

5.22 Extended Contract Period. A teacher required to work in excess of the contract period herein before set forth shall be entitled to a proportionate increase in compensation.

5.23 Professional Assignments. The Employer may provide additional compensation for professional assignments requiring additional professional responsibility, effort or skill. The amount of such compensation shall be determined by the Employer, and the additional compensation shall terminate upon the completion of the assignment. A written record of any compensation paid under this provision shall be maintained during the contract year and shall be available for the inspection by authorized representatives of the Association.

- 5.3 Unemployment Compensation.** A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teacher position at the beginning of the next school year will be paid according to an annual salary rate, is responsible for refunding the District, within the current fiscal year, all unemployment compensation wages received prior to recall. The employee may select one of the following options for refunding the District:
- A. The new contract can be reduced by the amount of the unemployment compensation earnings;
 - B. A one-time payment; or,
 - C. Installment payments through payroll deduction.
- 5.4 Transportation and Reimbursed Expenses.** A teacher regularly using his/her automobile on school business shall be reimbursed every two (2) months at the I.R.S. rate provided the teacher had prior approval for such use from the Administration. It is the obligation of the teacher to notify the Employer of the nature of reimbursed expenses and the number of miles driven on school business. The Employer shall have the right to provide transportation in lieu of reimbursement, or to require as a condition of reimbursement proof of insurance and a safety inspection.
- 5.5 Fringe Benefits.** The Employer shall provide fringe benefits as set forth in Schedule C.
- 5.6 Retirement Allowance.** Retirement allowance shall be paid as set forth in Schedule D, provided that this provision shall give no vested right to any teacher to such allowance, and provided further that a teacher's right to the allowance shall be governed by the retirement allowance provision, if any, set forth in the Collective Bargaining Agreement in the year of retirement.
- 5.7 Pay Periods.** The basic salary shall normally be paid in twenty-six (26) installments, plus additional compensation, if any, provided, however, that if a teacher shall prior to April 1 not return for the next school year, he shall be entitled to receive the unpaid portion of his compensation upon the satisfactory completion of his current professional assignment. (When a contract year calls for twenty-seven (27) installments, basic salary shall be divided into twenty-seven (27) pays). Basic salary will be paid in twenty-six (26) installments. A teacher may elect to be paid such basic salary in twenty-one (21) installments (or twenty-two (22) if in a twenty-seven (27) installment year) if such election is made in writing to the Employer on or before July 1. The employer shall circulate salary election forms in May of each year.
- 5.8 Deduction.** The Employer shall establish a procedure for the deduction of membership dues of the Association, the Michigan Education Association, the National Education Association, the School Employees Credit Union, and such other deductions as may be required by law or be mutually agreed upon. Except as otherwise permitted by law, all deductions shall require the prior written approval of the teacher.

Article 5: Compensation and Benefits - Cont'd.

A bargaining unit member who, as of September 11, 1992, is a dues paying member of the Association shall, as a condition of employment, continue to pay membership dues of the Association, the Michigan Education Association and the National Education Association during the term of this Agreement. In the event that a bargaining unit member who is a dues paying member of the Association as of September 11, 1992, shall not pay such membership dues directly to the Association or authorize payment through payroll deduction, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member.

The Association in all cases of discharge for violation of this Article shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not obtained.

5.9 Professional Advancement. Teachers returning to school for their Masters Degree and/or other approved accredited courses shall be reimbursed tuition costs only up to the current Western Michigan University graduate class on campus rate with a limit of two (2) graduate classes per contract year.

Reimbursement shall be made to the teacher after the course is concluded and the administration has been furnished verification of successful coursework completion. Successful coursework completion shall be established by the standard of the credit-granting institution. To be eligible for reimbursement, the coursework shall first be approved by the Superintendent and shall relate to the teacher's assignment or an area of study which will directly benefit the School District. Requests for approval of coursework shall be submitted to the Superintendent at least thirty (30) days before courses are to be started. The Superintendent should approve or deny a request for reimbursement at least fifteen (15) days before the first day of classes.

If a teacher taking approved, accredited courses leaves the district, the teacher is responsible to repay the district one-half (1/2) of all tuition paid by the district within the last two (2) years prior to the teacher leaving the district.

ARTICLE 6—AUTHORIZED ABSENCE

Since the absence of a teacher generally has an adverse effect on the quality of the educational program, imposes increased responsibilities on other members of the professional staff, and increases costs; it is the responsibility of each teacher to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the professional responsibility of a teacher or to provide a form of additional compensation. Rather, they are intended to meet the legitimate humanitarian and professional needs of a teacher in a manner consistent with requirements of the educational program and they shall be so applied and interpreted.

6.1 Sick Leave.

6.11 Use. Sick leave may be used:

- A. Any physical or mental condition which disables a teacher from rendering professional services, excluding any condition compensable by Workers' Compensation, or resulting from other employment. Sick leave may be used for disability resulting from pregnancy to the extent expressly required by law.
- B. Any communicable disease which would be hazardous to the health of students or other employees.
- C. Physical examinations, medical, dental, or other health treatment which cannot be scheduled outside of the teacher's regular work day.
- D. The illness of a member of the immediate family, provided that such leave shall be limited to the use of five (5) days per year from sick leave and shall be taken only to the extent that the presence of the teacher is reasonably required. For the purpose of this provision, the term "immediate family" shall mean any person who is a regular member of the household of the teacher.
- E. The care of a newly born or newly adopted child who is less than one (1) year of age, provided that such leave shall be limited to six (6) weeks following the birth or adoption of the child.

6.12 Number of Days. Each teacher shall be credited at the beginning of each school year with ten (10) days of sick leave with pay. A day shall be as defined in Article 3.2 and shall be allocated in hourly increments.

6.13 Used Days. Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by a teacher during such period as a teacher is on a leave of absence, laid off, or otherwise not regularly providing services to the Employer. Sick leave benefits shall not be paid in addition to long-term disability benefits or Workers Compensation.

- 6.14 Unused Days.** Unused sick leave may accumulate up to a maximum of one hundred twenty (120) days. If employment is terminated, any accumulated sick leave shall be canceled and the teacher shall not be compensated either in terminal pay or otherwise. If a teacher shall not complete the contract period, the Employer shall be reimbursed for any days or fractions of days, used in excess of the proportionate leave days earned as of the termination date.
- 6.15 Verification.** Verification by competent medical authority may be required.
- 6.2 Personal Leave.** A teacher shall be allowed up to two (2) days each school year with pay for personal leave which shall be granted in accordance with the following guidelines, namely:
- 6.21 Use.** Personal leave shall be used for legitimate business, religious, or family obligations which cannot reasonably be scheduled outside of the regular work day. It shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation, or other similar purpose.
- 6.22 Notice.** A request for personal leave shall be made in writing at least forty-eight (48) hours in advance, except in an emergency. A response to such request shall be made to the teacher within 24 hours of the request.
- 6.23 Procedure.** The procedure for the granting of personal leave shall:
- A. Provide that the written request for personal leave shall constitute a certification by the teacher that the leave will be used for the purposes herein set forth. No specific description of the intended use of a leave shall be required.
 - B. Be scheduled with building administrator only if a conflict occurs.
- 6.24 Allocation.** Personal leave days shall be allocated in hourly increments and shall not accumulate.
- 6.3 Court Leave.** A teacher shall be entitled to leave with pay less any fees paid, for jury service or when subpoenaed as a witness in which the teacher is not a party to the litigation, provided, however, if the Employer determines that the absence of a teacher will materially interfere with the instructional program, the Employer shall have the right to request that the teacher be excused or have such service rescheduled to a time which does not conflict with the discharge of his professional responsibilities. The teacher shall return to his duties whenever his attendance in court is not actually required. If only ½ day of jury service is required, the teacher will be expected to return to work or charge ½ day of leave to personal business leave.

6.4 Funeral Leave.

A. Immediate Family.

1. A teacher shall be entitled to receive up to three (3) days' leave with pay due to the death of his spouse, mother, father, child, stepchild, step-mother, step-father, brother, sister, grandparent, or his current mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent-in-law, grandchild, or anyone who permanently resides with the teacher to the extent reasonably required to attend the funeral of the deceased person.
2. Up to two (2) additional days, deducted from sick leave, shall be granted to attend the funeral of brother, sister, grandparent, current mother-in-law, father-in-law, sister-in-law, brother-in-law or grandparent-in-law, or person who permanently resides with the teacher or if the funeral is 200 or more miles from the School District.
3. A teacher shall be granted up to two (2) additional days deducted from sick leave to attend the funeral of his/her spouse, child, stepchild, mother, or father no matter where such funeral is to be held.

B. Others. A teacher may receive up to one (1) day of leave with pay per occurrence, to be deducted from sick leave, in order to attend the funeral of other relatives or persons whose prior relationship to the teacher would be sufficient to warrant such attendance by the teacher.

6.5 Meritorious Leave. The Employer may grant a leave of absence upon the request of a teacher for family emergencies, further education, or other meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:

- A. The teacher has tenure in the district;
- B. The past performance of the teacher;
- C. The staffing needs and other requirements of the Employer;
- D. The length of service of the teacher and the probability that the teacher will return to the service of the Employer; and,
- E. The purpose or purposes of the leave.

Leave may be with or without pay and the terms of the leave, including credit on the salary schedule, if any, shall be mutually agreed upon by the teacher and the Employer prior to the commencement of such leave. A meritorious leave may not exceed one (1) year but may be renewed.

A meritorious leave shall not be terminated early without the prior permission of the Employer. No leave shall be denied by the Employer which might reasonably impair the physical or mental health of a teacher. When this reason is asserted, the Employer may require medical documentation by a physician acceptable to both parties.

6.6 Unpaid Personal Leave. Upon written request, a teacher may be granted up to five (5) unpaid personal leave days during the life of this Agreement. If a teacher desires an unpaid leave of two (2) or less days, such request must be submitted to the teacher's immediate supervisor at least five (5) days prior to the commencement of the requested leave. If a teacher desires an unpaid leave of three (3) or more days, such request must be submitted ten (10) days prior to the commencement of the requested leave. Such leave request shall be granted on a first-come, first-served basis and may be denied if more than two (2) teachers in the District have been granted such unpaid leaves for any of the requested days off.

Such unpaid leaves may be denied during parent/teacher conferences, during examination periods or for days immediately preceding or immediately following a scheduled vacation period. (The granting of such a leave during the aforementioned periods shall never constitute a past practice.) Prior to taking such leave, the teacher must provide approved lesson plans for the scheduled days of absence. Such unpaid leaves are not to be used in lieu of any other leave provisions provided by this Agreement.

6.7 Family and Medical Leave Act. Climax-Scotts Community Schools ("Climax-Scotts") will provide covered employees up to twelve (12) weeks of unpaid job-protected leave for certain family and medical reasons. Employees who have worked for Climax-Scotts for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations. The provisions of this Article shall prevail in any case of conflict with any other provision of the collective bargaining agreement.

6.71 Purpose of Leave. Unpaid leave may be granted for any of the following reasons:

- a. to care for the employee's child after birth or placement for adoption or foster care;
- b. to care for the employee's spouse, son, daughter or parent who has a serious health condition; or
- c. for a serious health condition that makes the employee unable to perform the employee's job.

Leaves in excess of the time periods indicated above may be granted for up to one year with the recommendation of the Superintendent and the approval of the School Board.

6.72 Notice, Duration, and Certification. When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt Climax-Scotts' operations. Failure to provide appropriate notice may result in the denial of

leave. Leave for a newborn or newly placed child may be taken only within 12 months from the date of birth or placement of a child and may only be taken continuously. When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent or a reduced work schedule basis. All time taken will count toward the employee's annual entitlement for family and medical leave. Climax-Scotts will require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at Climax-Scotts' expense) and a fitness of duty report to return to work.

The medical certification must include the first anticipated date of absence from service to Climax-Scotts and the expected date of return. For an approved leave in excess of twelve (12) weeks, the medical certification must be from an MD/DO. The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial. When leave is required for a serious health condition, employees will normally be given 15 calendar days to obtain the necessary medical certifications to support the leave. Employees will be required, unless Climax-Scotts waives the requirement, to recertify the need for the leave at least every 30 days and must report in on a periodic basis no less often than every two weeks with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

- 6.73 Wages and Benefits.** When leave is taken for the employee's serious health condition which is covered by the Workers Compensation Act, the employee may elect to use accrued sick leave in the amount necessary to offset the difference in pay between the workers compensation payment and regular pay. When leave is taken for a serious medical condition of the employee or the employee's child, spouse or parent, the Employee is required to use up sick leave. When leave is taken for purposes of child care unrelated to a serious health condition, sick leave may not be used.

Any time taken in excess of accumulated paid leave will be unpaid. All time off work which meets the definitions under FMLA will be charged against the yearly FMLA allowance. For leaves of up to twelve (12) weeks under this policy, Climax-Scotts will maintain the employee's health coverage under any group health plan. Any employee contributions to the health plan must be maintained during the leave to maintain coverage. Employees who fail to return from a leave will be obligated to reimburse Climax-Scotts for the cost of Climax-Scotts paid health coverage, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical family leave or other circumstances beyond the employee's control.

- 6.74 Return to Work.** Upon return from a leave of twelve (12) weeks or less, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms consistent with the seniority provisions of this Agreement and the school regulations of the FMLA. The employee will not lose any employment benefit that accrued prior to the start of the leave. Every effort will be made to return employees on leaves in excess of twelve (12) weeks to the same or a comparable position.
- 6.75 Eligibility Year.** For purposes of determining eligibility for a leave, Climax-Scotts hereby adopts a rolling 12 month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

ARTICLE 7—ASSOCIATION RIGHTS AND RESPONSIBILITIES

7.1 **Association Rights.** The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

7.11 **Communications.** Each teacher will have a mailbox. A designated bulletin board in each teachers' lounge will be used for the purpose of giving notice of meetings, elections, the results of elections and related matters.

7.12 **School Facilities.** The use of school buildings at reasonable hours for meetings, and the use of school equipment (including typewriters, computers, copiers, adding machines and audio-visual equipment) provided that it shall pay the reasonable cost of any materials, or supplies, and for any damage, and provided further, that such use shall not interfere with the primary educational use of such facilities or equipment.

7.13 **New Consortium.** Should the Climax-Scotts Community School District enter into a consortium arrangement with a neighboring Kalamazoo County school district, Climax-Scotts school teachers who are hired by the neighboring district to work in such program shall be granted an unpaid leave of absence from the school district. The employee shall be subject to the provisions of the Collective Bargaining Agreement of the employing school district. Upon return the teacher will be placed in the same or a comparable position.

7.2 **Association Responsibilities.** The Association, having been recognized as the exclusive bargaining agent for teachers, agrees that:

7.21 **Concerted Activities.** The association agrees that it will not, during the period of this agreement, directly or indirectly, engage in or assist in any strike, as defined by the Public Employment Relations Act.

The Board and the Association agrees that it will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practice, as defined by the Public Employment Relations Act. The Employer also agrees that it will not lock out any bargaining unit member during the term of this agreement or during any period in which a successor agreement is being negotiated by the parties.

7.22 **Cooperation.** The Association will use its best efforts to help correct breaches of professional performance or conduct including, but not limited to, failure to maintain satisfactory teaching standards, willful insubordination, abuse of leave privileges, and chronic tardiness or absenteeism.

- 7.3 Association Business Leave.** Upon written approval by the CSEA President, the Board shall provide without cost to the Association, seven (7) Association business leave days each school year. When such days are exhausted, the Board shall provide an additional six (6) days of Association business leave for which the Association shall reimburse the Board at the per diem substitute teacher rate of pay.
- 7.4 Curriculum Input.** Should the Board contemplate curriculum change during or for the ensuing school year, the staff of the building affected shall be notified as soon as possible. The opportunity shall be afforded for input to the appropriate administrator. The Board shall not make curriculum changes without the opportunity for input from the staff. This input should be made through the District School Improvement Committee (DSIC) after input from building level teams.
- 7.5 Building Level School Improvement Committee.** Climax-Scotts Community Schools and the Climax-Scotts Education Association promote shared decision making at the local school building level. Site-based decision making can enhance the District's plan for overall school improvement. The primary vehicle for school improvement during the next five-year period is North Central Association (NCA) accreditation. The NCA endorsement the District is pursuing is School Improvement. For maximum success, the entire teaching staff (and others) is encouraged to be directly involved in the NCA process.
- 7.6 District-Wide School Improvement Committee**
- 7.61** The District-Wide School Improvement Committee (DWSIC) will continue to facilitate district-wide planning efforts and will serve in a coordinating role for site-based activities.
- 7.62** Membership will consist of three (3) volunteer CSEA members, a maximum of three (3) School Board members, the Superintendent, the CSEA President, building level administrators, and up to four (4) community members. Committee membership shall not exceed fifteen (15) members
- 7.63** Meetings will be held at least every other month.

ARTICLE 8—LAYOFFS AND RECALL

8.1 **Determination** The Employer shall have the right to reduce the number of teachers in a given subject area, field or program or to eliminate, consolidate or otherwise reduce in scope teaching positions or assignments. A reduction in the number of teachers at a specific grade level shall be handled as a layoff. The Employer shall notify the Association in writing of its intentions to do so and the reasons □therefore.

8.2 **Layoff Procedure**

A. Teachers shall be laid off in the order of seniority starting with the least senior teacher provided that the remaining teachers are certified and qualified to perform the duties of the position(s) to be filled.

If the grade level reduction will result in an actual reduction in the number of teachers employed in the district, then, consistent with the above paragraph, the least senior teacher in the district will be laid off.

If the grade level reduction will not result in a reduction in teachers employed in the district, then, the least senior teacher in the effected grade level shall then, for the purpose of acquiring a new assignment, apply for a posted vacancy.

B. The Employer shall whenever practicable give not less than ten (10) calendar days' notice of layoff.

C. Any layoff shall suspend for the duration of the layoff the Employer's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a teacher shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.

D. If it should become necessary to reduce the assignment of a full-time teacher to a part-time status, affected teachers with the greater seniority may displace a less senior teacher in order to retain a full-time position with the School District, provided that said teachers are fully certified and as qualified as the displaced teacher.

8.3 **Recall Procedure.** Recalls shall be subject to the following conditions.

A. Teachers shall be recalled in the order of seniority starting with the most senior eligible teacher.

B. It shall be the responsibility of each teacher to notify the Employer of any change in address, certification or qualifications. If no recall date is set forth in the notice of layoff, the Employer shall give written notice of recall from layoff by sending a certified letter with return receipt and regular mail to the teacher at the teacher's last known address. If no recall date is set forth in the notice of layoff, written notice of recall shall be sent no less than ten (10) days prior to the effective date of the recall. The obligation to rehire a teacher shall terminate if the teacher fails to return to work at the time specified unless an extension of the layoff period is mutually agreed upon between the teacher and the Employer.

8.4 Seniority. The Employer shall furnish the Association an up-to-date seniority list by October 15th of each year. The Association shall notify the Employer of an error in the seniority list within twenty (20) work days from receipt. The names of all certified employees shall be listed in order of their service dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same service date, their social security numbers shall be used in determining their respective positions on the seniority list, with the teacher having the lowest number being assigned first to the seniority list. Any tenured teacher (including non tenured four-year union employees) on layoff shall remain on the seniority list for a period of not to exceed three (3) years unless they have not met the recall procedures set forth in 8.3B. Probationary teachers would be subject to one (1) year recall.

8.5 Interpretation. For the purposes of this Article:

- A. An "eligible teacher" means a teacher who has a bona fide employment relationship with the Employer and whom the Employer has determined is certified and qualified to perform the duties of the position to be filled.
- B. "Service date" is the date when the teacher first provided professional services for the Employer since any break in service. Termination of service shall constitute a break in service. For purposes of this provision, a teacher on an authorized leave of absence or on layoff shall continue to accrue seniority during any such period(s) provided, however, that seniority accrued during any such authorized leave of absence or period of layoff shall not be included for purposes of advancement on the salary schedule.
- C. In order to minimize the disruptive effect of a layoff or recall occurring during a semester, the parties agree that the Employer may temporarily deviate from the seniority provisions herein contained to the extent necessary to minimize the disruption of other professional assignments not otherwise involved in the layoff or recall. The Employer shall consult with the Association prior to making any such modifications.

8.6 Association Notice. The Employer shall notify the Association of each layoff and recall. The decision of the Employer shall be binding unless the Association shall object in writing within ten (10) work days. The objection shall include the name of the teacher which the Association claims should have been laid off or recalled and the reasons for such claim. If the Employer accepts the Association's claim, the correction shall be made within ten (10) work days and the Association agrees to indemnify the Employer for any loss sustained by the Employer if the Association's claim is subsequently proven to be wrong. If the Employer does not accept the Association's claim, the decision of the Employer shall remain in effect pending a decision under the Grievance Procedure starting with the Third Step.

ARTICLE 9—EVALUATION

- 9.1** It is the right and responsibility of the administrative staff to evaluate the performance of teachers and to visit classrooms for purposes of observing, evaluating, and promoting the educational program. The Employer shall adopt written policies for the evaluation of teachers, which shall conform with the following guidelines:
- A. Formal evaluations shall be conducted openly and with the full knowledge of a teacher and a copy of the current evaluation form shall be made available to each teacher. A system-wide evaluation format shall be used for teachers. The format will not be changed by the District during the course of the school year without prior notice to the Association.
 - B. Evaluations shall be primarily used for the purpose of assisting each teacher to improve his professional performance. For such purpose, every reasonable effort shall be made to keep each teacher apprised of his performance from time to time and each written evaluation shall be followed within a reasonable time by a post-evaluation conference.
 - C. A post-evaluation conference will take place within ten (10) workdays following the date of the evaluation. At the time of the post-evaluation conference, the teacher shall be furnished a copy of the completed evaluation. Within ten (10) work days following the post-evaluation conference, a teacher may file a written statement, not to exceed five (5) pages concerning the evaluation and/or the conference. A copy of the evaluation together with any written statement by a teacher pertaining to either the evaluation or the conference, or both, shall be filed in the teacher's personnel file.
 - D. Probationary teachers shall be formally evaluated at least twice during each full year of employment. Tenure teachers shall be evaluated at least once every two (2) years. The Employer may provide for such additional and other evaluations, as it shall determine to be necessary for the proper conduct of the educational program.

ARTICLE 10—TEACHER RIGHTS AND RESPONSIBILITIES

10.1 Professional Standards. The parties recognize that it is not desirable to interfere with the private and personal conduct of a teacher except when such conduct may adversely affect the performance of a teacher, or shall interfere with the proper conduct of the educational program and the student's education. The parties further recognize that the failure of any teacher to adequately discharge his professional responsibilities places an unfair burden on other members of the faculty and makes the achievement of the educational goals of the Employer more difficult. Although the parties acknowledge the difficulty of completely and precisely defining the professional responsibilities of each teacher, it is recognized that the responsibilities include at least the following:

10.11 Sexual Harassment.

- A. Sexual harassment against (or by) bargaining unit members will not be tolerated in the Employer's employment practices (and/or educational programs or activities). Sexual harassment for the purposes of this Article is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - 1. Submission to the conduct is made either an explicit or implicit condition of employment (or participation in an educational opportunity or activity);
 - 2. Submission to or rejection of the condition is used as the basis for an employment (or an educational) decision affecting the harassed unit member (or individual), or
 - 3. The harassment substantially interferes with a bargaining unit member's (or other individual's) work (or educational) environment or creates an intimidating, hostile, or offensive work (or educational) environment.
- B. Definition: for the purposes of this article, sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature as determined by a reasonable person of the complainant's gender. It refers to behavior which is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale, and that therefore interferes with the complainant's work (or academic) effectiveness. Sexual harassment includes, but is not limited to, the distribution or displaying of sexually suggestive or related photographs, drawings, and graffiti; sexually degrading words and innuendoes; sexual advances and propositions; and verbal or physical abuse of a sexual nature.
- C. Member protection: any bargaining unit member accused of sexual harassment shall be entitled to all the protections of this agreement, including, but not limited to just cause.
- D. Process: any bargaining unit member who is dissatisfied with the Employer's response to his/her complaint of harassment may file a grievance. However, when use of the grievance procedure would result in the accused harasser's hearing the grievance, the grievance may be

transmitted to the next step at the option of the grievant. The Employer assures employees that all complaints will be handled with a reasonable attempt at confidentiality and shall be investigated without delay.

In no event will the Employer permit or engage in retaliation of any kind against any employee who initiates a complaint. However, this will not prevent discipline of a complainant for making a false claim of sexual harassment with malicious intent.

10.12 General Competence. A teacher shall maintain such level of professional competence as may be required to properly discharge his professional responsibilities.

10.13 Preparation for Professional Assignments.

- a. Prior preparation for a professional assignment is essential. Such preparation includes the development of lesson plans, teaching aids or such other materials as may be necessary for the planning, preparation, presentation and review of the instruction to be presented by the teacher or as may be required by a substitute teacher.
- b. Teachers shall work from prepared lesson plans which will be available for review at all times. On some occasions, and not as a matter of routine, a principal may ask an individual teacher to submit a copy of their lesson plans. (It is understood that a teacher on a Plan of Assistance may be required to submit lesson plans on a regular basis.)
- c. A substitute folder will be readily available for use by a substitute teacher. The folder will contain adequate lesson plans for use in a variety of learning situations.

10.14 Student Discipline. A teacher shall maintain such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.

10.15 Conferences. A teacher shall be reasonably available for consultation with students, parents, members of the professional staff and others.

10.16 Student Evaluation. Each student shall be fairly and impartially evaluated in accordance with guidelines established by the Employer.

10.17 Rules and Regulations. The responsibility of a teacher for the enforcement of the rules and regulations of the Employer is not limited to the teacher's classroom. A teacher shall assist in the enforcement of such rules and regulations of the Employer and shall comply with all applicable laws, regulations, policies and directives, which are not contrary to law or to the terms of this Agreement.

- 10.18 Safety of Students.** A teacher shall make every reasonable effort to protect students from conditions harmful to learning, health, and safety. For such purpose, a teacher shall promptly notify the Administration of any defective condition in the physical facilities of the Employer, which may reasonably cause injury to persons or property.
- 10.19 False Official Statements.** A teacher shall not knowingly withhold or misrepresent material information concerning the teacher's professional qualifications or the discharge of his professional duties.
- 10.2 Personnel Files.** The District shall maintain one (1) central personnel file for each teacher. The teacher shall be notified and given a copy of all information placed in such personnel file. Any information to be placed in such file shall be placed in the file within a reasonable period of time of the event or the occasion to which it refers. The teacher shall have the right, upon reasonable prior request, to review the contents of his/her personnel file. A representative of the Association may accompany the teacher at the request of the teacher. The files shall be reviewed in the presence of an administrator responsible for the safekeeping of the file. The credentials and references of the teacher shall be subject to review.
- 10.3 Support for Classroom Control.** The Board recognizes its responsibility to give reasonable support and the proper assistance to teachers with respect to the maintenance of classroom control and discipline.
- 10.4 Citizen Complaints.** Complaints by a citizen not involved in a matter which could be referred to law enforcement authorities directed towards a teacher, which may result in discipline of the teacher, shall be promptly called to the teacher's attention.
- 10.5 Discipline.** Any verbal or written complaint by a person directed toward a teacher may be called to a teacher's attention. However, no report shall be made or disciplinary action taken against a teacher unless said complainant has made an official complaint, been identified, and said complaint has been brought to the teacher's attention and verified. The teacher shall be notified within ten (10) school days after receipt of said complaint.
- A. The employer agrees to follow a policy of progressive discipline, which minimally includes a verbal warning, written warning, written reprimand, suspension with or without compensation or benefits, or discharge. In recognition of the concept of progressive discipline, the employer shall notify the teacher in writing of alleged delinquencies, specify expected correction and establish a reasonable period for correction.

The progressive discipline steps, listed below, will be followed unless the seriousness of the violation of unprofessional performance (including, but not limited to, illegal, unsafe, gross, or immoral activity) warrants stronger disciplinary action. When a written reprimand, suspension, or dismissal is involved, the teacher is entitled to the following: Association representation; to present witnesses or evidence on his/her behalf; and, to file a statement expressing

his/her views of the problem or discipline taken. All actions of discipline are subject to the provisions of Article 11, Grievance Procedure.

First Offense or Indication of Unprofessional Performance

The teacher will have a conference with his/her immediate supervisor about that type of incident. If a verbal reprimand is issued, the teacher will sign a non-specific acknowledgement of the fact that a verbal reprimand was issued.

The teacher and the immediate supervisor will retain copies of the signed acknowledgement. The administrator's copy will be filed with the building administrator for one year, after which time it will be removed from the file if there were no further incidents of this nature.

Second Offense or Indication of Unprofessional Performance

The teacher will have a conference with the administrator about that particular type of incident. A written reprimand or written evaluation of the unsatisfactory performance will be attached to the verbal reprimand from the administrator. Both documents will be placed in the teacher's personnel file at central administration.

Third Offense or Indication of Unprofessional Performance

The teacher will have a conference with the administrator and Superintendent about that particular type of incident. A written reprimand or written evaluation of unsatisfactory performance will be placed in the teacher's personnel file at central administration. The teacher may also be subject to suspension with or without pay.

Further Offense or Indication of Unprofessional Performance

The teacher is subject to any of the above as well as dismissal according to the law and Board Policy.

- B. A building representative of the association may, if the teacher so desires, accompany the teacher in review of such complaint.
- C. In the event a written report is included in a teacher's personnel file as a result of action taken under this section, the teacher may prepare up to a five (5) page written response, which shall be included in his/her file and attached to said report.
- D. The administration and Board both recognize that in cases involving discipline, it is the burden of the administration to establish just cause for the discipline imposed. This includes the obligation to first present its evidence during hearings before the Board or an arbitration under the grievance procedure. It is also understood that discipline will be imposed within a reasonable period of time after the offense or after the time of knowledge of the offense.
- E. So that new administrators will not be prejudiced by attitudes and styles of their predecessors concerning teachers, principals will review their annotated/anecdotal files and pull any information that is over one (1) year old, if they are leaving that building or the District.

Article 10: Teacher Rights - Cont'd.

10.51 No teacher shall be disciplined, reprimanded, reduced in either rank or compensation, or deprived of any professional advantage without just cause.

10.52 All disciplinary action under the Master Agreement shall be subject to the teacher's response, and if the teacher so desires, the grievance procedure shall commence at Step 3. (see Article 11.4)

10.6 **Grade Change.** No grade given by a teacher shall be changed except by the following procedure:

A. The administrator requesting a grade change shall state reasons for the requested change to the teacher. If the teacher concurs with the reasons given, the grade shall be changed.

B. If the teacher does not concur, or if the teacher is no longer employed by the district, the administrator requesting the grade change may submit the request to a review panel within ten (10) days. The review panel will be comprised of two (2) members of the Board of Education, one (1) person appointed by the Superintendent and three (3) teachers selected on an ad hoc basis by the CSEA President. If the majority of the review panel does not concur with the change, the grade shall not be changed. The decision of the panel is final.

10.7 **Dress Code.** The Parties acknowledge the positive impact of professionally attired educators. The Association agrees to cooperate with the Board in promotion of professional and tasteful dress by teachers at all times.

10.8 **Teaching Assignment Notification.** Teachers will be notified of their tentative teaching assignments by June 1 of each year.

ARTICLE 11—GRIEVANCE PROCEDURE

- 11.1 Objectives.** A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract or Letter of Agreement. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
- A. The termination of services or failure to re-employ any probationary teachers.
 - B. The placing of a non-tenure teacher on a fifth year probation.
 - C. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 - D. Any matter involving the substantive portion of a teacher's evaluation. Any grievance filed shall involve procedure only.
 - E. Termination, demotion or leaves of absence under the provisions of the Michigan Teachers Tenure Act.
- 11.2 First Step.** If a teacher or association representative believes that there is a grievance, the matter shall be discussed with his/her principal within ten (10) school days after the occurrence of the event on which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. The teacher, at his/her request, may be accompanied by an association representative.
- 11.3 Second Step.** If the first step does not provide an equitable solution, the grievance shall be submitted in writing by the grievant to the building principal within five (5) school days after presentation in the first step.
- A. A grievance shall state the facts on which it is based and the section of the contract allegedly violated and shall be signed by the grievant.
 - B. The principal shall give his/her decision concerning the grievance, in writing, within five (5) school days after the presentation of the grievance.
- 11.4 Third Step.** If the Association is not satisfied with the disposition of the grievance at the second step, the grievance shall be submitted, in writing, to the superintendent within four (4) school days after receipt of the principal's written reply.
- A. The superintendent and/or his designee (excluding the administrators involved in the second step) shall meet with the grievant and a representative or representatives of the Association within five (5) school days after the grievance has been received in order to consider the grievance. The superintendent shall give a written answer to the Association within four (4) school days after the date of this meeting.
 - B. If the answer is satisfactory, the Association shall so indicate on the grievance form and sign it, with two (2) copies of the grievance thus settled shall be retained by the Association and one (1) by the superintendent.
- 11.5 Fourth Step.** If the Association is not satisfied with the disposition of the grievance at the third step and intends to appeal, it shall so notify the superintendent in writing, within three (3) school days after the superintendent's written reply to the third step has been received.

Article 11: Grievance Procedure - Cont'd

Within fifteen (15) school days after the superintendent has received the notice of appeal, the grievance shall be reviewed at a meeting between the Board or its designated representatives (to consist of three (3) members of the Board) and three (3) Association representatives. Three (3) days notice of the meeting shall be given to the Association. A written answer shall be given by the Board within ten (10) school days after the date of the fourth step meeting.

- 11.6 Fifth Step.** If the grievance has not been settled in the fourth step, the Association may submit the grievance to binding arbitration, provided such submission is made within ten (10) school days after the fourth step answer has been received.
- A. In the event that a grievance is submitted to arbitration, the demand for arbitration shall be submitted to the American Arbitration Association, with a copy to the superintendent, in accordance with its rules which shall likewise govern the arbitration proceedings.
 - B. The Board and the Association shall not be permitted to assert any ground or to rely on any evidence not previously disclosed to the other party in such arbitration proceeding(s).
 - C. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this agreement nor hear any matter, which will add to or subtract from the terms of this agreement excepting in matters of law.
 - D. The Association and the Board shall be responsible for their own personal costs as to witnesses, attorney fees, etc. The fees and expenses of such arbitrator shall be borne by the party that does not prevail in such arbitration.
- 11.7 Time Limits.** The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays, Monday through Friday, being considered as if they were school days, in determining the time limits set forth above.
- 11.8 Grievance Withdrawal.** Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or the Association.
- 11.9 Grievance Hearings During School Hours.** The presentation and discussion of grievances provided for in the first, second, and third steps of this Article may take place during regular school hours so long as all persons involved are able to meet without interfering with their assigned duties.

ARTICLE 12—PROFESSIONAL RELATIONS COMMITTEE

12.1 Purpose. It is the objective of the parties:

- A. To improve the communications between the Employer and the teachers.
- B. To provide for appropriate participation by teachers in the development of recommendations for the consideration of the Employer in all areas in which the teachers have a professional responsibility.
- C. To assist in resolving conflicts between the employer and the teacher.

There is, therefore, established an advisory committee to be known as the "Professional Relations Committee." The Committee shall not have the power or authority to negotiate or enter into an agreement involving any substantive change in the Collective Bargaining Agreement.

12.2 Committee Composition. The Association shall select an elementary teacher, an intermediate teacher and a junior or senior high school teacher as the Association's representatives. The Employer shall also appoint three regular members; at least one of who shall be a member of the Board of Education. The President of the Association and the Superintendent shall not be regular members but may participate on behalf of either party, together with such additional representatives as the parties may desire at such times and for such purposes as may facilitate the achievement of the objectives of the Committee. Members of the Committee shall participate in its proceedings as individuals and without regard or identification with the appointing party.

12.3 Rules and Procedures. The Committee shall establish its own rules and procedures, provided that the Committee shall:

- A. Meet not less frequently than once each marking period during the school term, unless both parties shall otherwise agree.
- B. Designate a secretary, who need not be a member of the Committee. The secretary shall prepare minutes for each meeting and furnish a copy of such minutes to each member of the Committee and to each party.
- C. Designate a chairperson, who need not be a member of the Committee. If the parties are unable to agree on a chairperson, each party shall designate a chairperson, which chairpersons shall preside at alternate meetings.
- D. Establish from time to time such subcommittees as it may deem appropriate, provided that at least one member of the Committee shall be a member thereof.
- E. Both the District and the Association may bring up for discussion and/or resolution matters of mutual concern.

ARTICLE 13—NEGOTIATIONS

- 13.1 Rules.** Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that all proceedings shall be closed to the public.
- 13.2 Negotiators.** Neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District; however, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make and consider proposals. No agreement between the parties shall be effective until it has been approved by the parties.
- 13.3 Renegotiation.** The negotiation of a new agreement shall begin upon written request of either party made no more than ninety (90) days prior to the expiration of this Agreement unless both parties mutually agree to open sooner.

ARTICLE 14—CONTRACT ADMINISTRATION

- 14.1 Interpretation.** Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

For the purpose of this Agreement:

- 14.11 Teacher.** Teacher shall mean all K-12 certified classroom teachers, librarians, media specialists, school psychologist, student support specialists, and counselors, excluding teachers' aides, the Superintendent, Assistant Superintendent, principals, assistant principals, and all other administrative and clerical positions.

- a. **“Highly Qualified”.** A “highly qualified” is a teacher who, as required under the Elementary & Secondary Education Act, ESEA, (commonly referred to as the No Child Left Behind Act) meets the requirements for the status of “highly qualified” as determined by the ESEA and the Michigan Department of Education.
- b. In this agreement, “qualified” shall mean to have a major or minor in the subject area as well as appropriate teacher certification endorsements, have successful teaching experience in the subject area and meet NCA requirements.

- 14.12 Part-Time Teacher.** Part-time teacher means a teacher regularly employed under contract for less than a full work week and/or a full work day. The fringe and leave benefits of a part-time teacher shall be substantially proportionate to the number of hours employed per week.

- 14.13 Captions.** Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.

- 14.14 Masculine Includes Feminine.** Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

- 14.15 Schedule Modification.** The Employer may alter the work schedule to the extent that the Employer determines necessary to comply with applicable local, state, or federal laws and regulations; the availability of utilities; or for other circumstances beyond the control of the Employer.

- 14.16 Subordination.** Any individual contract or letter of agreement between the Employer and a teacher for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.

- 14.17 Prior Practices.** This Agreement shall supersede any existing rules, regulations, or practices of either party which are contrary to or inconsistent with its terms.

- 14.18 Right to Modify.** The rights of either party or of a teacher to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in the course of subsequent negotiations by mutual agreement. Any benefit set forth in this Agreement shall be subject and subordinate to any such subsequent change.
- 14.2 Policies and Other Agreement.** The Employer shall consult the Association prior to the adoption of any policy made pursuant to this Agreement and shall furnish the teachers a copy of any such policy thereafter adopted by it, including any amendments thereto, provided, however, that nothing in this Agreement shall limit the right of the Employer to adopt policies, initiate programs and enter into agreements with teachers or others for the performance of administrative duties or the rendering of other services which are not contrary to the terms of this Agreement.
- 14.3 Management Rights.** The Association recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, the right to manage and direct the operation and activities of the School District and to supervise the teachers is vested solely and exclusively in the Employer.
- 14.4 Association Representatives and Activities.**
- 14.41 Association Representative.** The Association shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.
- 14.42 Association Activities.** Except by the express agreement of the Employer, the performance of the duties of a teacher shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent an authorized representative of the Association from having such reasonable contact with members of the bargaining unit as shall be necessary to ascertain terms of this Agreement are being observed.
- 14.5 Non-Discrimination.** Each party agrees that it will not discriminate against any teacher by reason of the participation or non-participation of a teacher in the Association, the institution of any complaint or because of the age, race, creed, sex, marital status, or religion of any such teacher.

ARTICLE 15—SHARED ASSIGNMENTS

- 15.1** With the advance written approval of the Superintendent, two (2) teachers may at their option agree to share an assignment/position that otherwise would be performed/occupied by a single teacher. A shared assignment is:
- A. Working one (1) semester during the school year, either first or second semester.
 - B. Working each day, but less than a full day. In elementary assignments this would be teaching either morning or afternoon, while in secondary assignments it would mean having less than four (4) assigned instructional hours per day.
 - C. Working less than five (5) days per week.
- 15.2** During the period of a shared assignment, a teacher may not voluntarily leave the shared assignment before the end of the semester. Six (6) weeks prior notice must be given.
- 15.3** Seniority credit for a teacher participating in a shared assignment shall be credited equal to credit for teaching in a regular teaching assignment.
- 15.4** Each teacher's individual salary for shared assignments shall be prorated. For example:
- A. Shared assignment working one (1) semester = 50% of full salary.
 - B. Shared assignment working each day, morning or afternoon = 50% of full salary.
 - C. Shared assignment working three (3) days per week = 60% of full salary.
- 15.5** The teacher may elect to be paid during the time period worked, or may elect to spread out pay in accordance with current pay options.
- 15.6** The teacher will receive the full amount of sick days, personal leave days, funeral leave, and other leaves found in Article 6 of the Agreement. The definition of a "day" will coincide with the teacher's workday in a shared assignment.
- 15.7** The teacher will be entitled to receive either:
- A. Full insurance benefits, with the teacher paying the prorated amount of their premiums; or,
 - B. Part-time benefits consistent with Schedule C.
- 15.8** Both teachers, when actively teaching, shall be present for and fully participate in:
- A. All parent/teacher conferences.
 - B. All professional development meetings and activities
 - C. All building and district-wide open houses.
 - D. The first and last days of each semester of the school year.
- 15.9** One (1) of the teachers in a shared assignment shall be present at faculty meetings on an alternating basis unless prior arrangement with the principal is made.

15.10 If the dissolution of the shared assignment is initiated by one of the teachers, the most senior teacher in a shared assignment shall retain job rights and the junior shall be displaced. The junior teacher will be reassigned based on his/her successful application for any posted vacancy. If placement in a vacancy does not occur, the displaced teacher's termination will be deemed voluntary. Such teacher shall retain his/her seniority and shall be awarded the next vacant position for which he/she is appropriately certified and qualified.

If the District initiates dissolution of the shared assignment, Article 8 shall control.

ARTICLE 16—MISCELLANEOUS PROVISIONS

16.1 Medical Examinations. The Employer may require a teacher to receive a physical and/or mental examination:

- A. Upon initial employment;
- B. Upon returning from a leave;
- C. To determine the existence of any condition which may impair the ability of the teacher to properly discharge the teacher's professional duties; or
- D. To determine the existence of any condition which may be detrimental to the health of the students or other persons.

If the Employer shall require a physical and/or mental examination pursuant to the subsections B, C, or D, it shall pay the cost thereof provided that the examining physician and/or medical facilities are satisfactory to it. The Employer shall either furnish facilities for T.B. tests or reimburse each teacher for such tests at a rate not to exceed that charged by the Kalamazoo County Health Department.

16.2 Scope. This Agreement, and the policies adopted pursuant to it, shall constitute the full and complete agreement between the parties and may not be modified without the mutual consent of the parties in a written agreement.

16.3 Distribution. Copies of this Agreement shall be duplicated at the expense of the Employer and one (1) copy shall be given to each teacher and administrator, and five (5) copies shall be given to the Association within three (3) months of ratification.

16.4 Effective Date and Termination. This Agreement shall be effective July 1, 2006, and shall remain in full force and effect until midnight June 30, 2009, with a re-opener on salary and benefits for the 2008/2009 school year.

16.5 Calendar. The negotiated School Calendar for 2006-07, which details the teacher work schedule, shall be found in Appendix B. Additional calendars shall be negotiated by the Superintendent and representatives of the Association. The Parties will work towards establishing and publishing a calendar by June 1st of each year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the _____ day of _____, 2006.

**KALAMAZOO COUNTY EDUCATION
ASSOCIATION**

**CLIMAX-SCOTTS COMMUNITY SCHOOLS
DISTRICT NO. 31**

By: _____
Kalamazoo County EA, Terry Burnett

By: _____
Its Superintendent, Geoffrey E. Balkam, Ed.D.

Climax-Scotts Education Association

Schedule "A"

2006-2007

Base = \$30,582

	BA		MA	
	Index	Amount	Index	Amount
Steps				
1	1.00	\$30,582	1.06	\$32,417
2	1.02	\$31,194	1.09	\$33,334
3	1.04	\$31,805	1.11	\$33,946
4	1.06	\$32,417	1.14	\$34,863
5	1.09	\$33,334	1.17	\$35,781
6	1.12	\$34,252	1.20	\$36,698
7	1.15	\$35,169	1.24	\$37,922
8	1.20	\$36,698	1.30	\$39,757
9	1.25	\$38,227	1.36	\$41,591
10	1.30	\$39,757	1.40	\$42,815
11	1.36	\$41,591	1.46	\$44,650
12	1.40	\$42,815	1.50	\$45,873
13	1.44	\$44,038	1.56	\$47,708
14	1.49	\$45,567	1.61	\$49,237
15	1.55	\$47,402	1.65	\$50,460
16	1.57	\$48,014	1.69	\$51,683
17	1.60	\$48,931	1.74	\$53,213
18-19*		\$50,405		\$54,881
20-22*		\$51,209		\$55,898
23-25*		\$52,013		\$57,022
26-28*		\$52,817		\$58,685
29-31*		\$53,621		\$60,240
32+*		\$54,425		\$61,158

- Longevity compensation.

Compensation for the third year of this agreement (2008-2009) will be negotiated at a mutually agreeable date.

Climax-Scotts Education Association

Schedule "A"

2007-2008

Base = \$30,964

	BA		MA	
	Index	Amount	Index	Amount
Steps				
1	1.00	\$30,964	1.06	\$32,822
2	1.02	\$31,584	1.09	\$33,751
3	1.04	\$32,203	1.11	\$34,370
4	1.06	\$32,203	1.14	\$35,299
5	1.09	\$33,751	1.17	\$36,228
6	1.12	\$34,680	1.20	\$37,157
7	1.15	\$35,609	1.24	\$38,396
8	1.20	\$37,157	1.30	\$40,253
9	1.25	\$38,705	1.36	\$42,111
10	1.30	\$40,253	1.40	\$43,350
11	1.36	\$42,111	1.46	\$45,208
12	1.40	\$43,350	1.50	\$46,446
13	1.44	\$44,588	1.56	\$48,304
14	1.49	\$46,137	1.61	\$49,852
15	1.55	\$47,995	1.65	\$51,091
16	1.57	\$48,614	1.69	\$52,330
17	1.60	\$49,543	1.74	\$53,878
18-19*		\$51,017		\$55,546
20-22*		\$51,821		\$56,563
23-25*		\$52,625		\$57,687
26-28*		\$53,429		\$59,350
29-31*		\$54,233		\$60,905
32+*		\$55,037		\$61,823

* Longevity compensation.

Compensation for the third year of this agreement (2008-2009) will be negotiated at a mutually agreeable date.

SCHEDULE B-1

STUDENT ACTIVITIES – ATHLETIC**

GROUP 1	COMPENSATION 12 — 13% Varsity Football Varsity Basketball (Boys & Girls) Varsity Volleyball Varsity Baseball	Varsity Softball Varsity Wrestling Competitive Cheer
GROUP 2	COMPENSATION 9 — 10% Varsity Track Varsity Tennis	Varsity Golf Varsity Cheerleading*
GROUP 3	COMPENSATION 7 — 8% Assistant Varsity Football Jr. Varsity Basketball (Boys & Girls) Jr. Varsity Baseball Jr. Varsity Cheerleading*	Jr. Varsity Football Jr. Varsity Softball Jr. Varsity Volleyball
GROUP 4	COMPENSATION 5 — 6% Freshman Basketball	Asst. Jr. Varsity Football
GROUP 5	COMPENSATION 4 — 5% 7 th Grade Basketball (Boys & Girls) 8 th Grade Basketball (Boys & Girls) 7 th Grade Volleyball Jr. High Cheerleading*	Jr. High Track Jr. High Football 8 th Grade Volleyball Jr. High Wrestling
GROUP 6	COMPENSATION 3 — 4% Jr. High Asst. Football	

*Cheerleading salary is for the entire year (two seasons). If separated, the percentage will be 4 ½ –5% respectively for Varsity Cheerleading and 2- 2½ % respectively for Jr. High Cheerleading.

**Percentage rates are multiplied against the effective Base salary.

Percentages are increased ½% a year until maximum % is obtained.

**SCHEDULE B-2
STUDENT ACTIVITIES – NON-ATHLETIC***

CLASSIFICATION	STEP 1	STEP 2	STEP 3
High School Band Director	9%	9.5%	10%
Marching Band (<i>Must play at all varsity regular season home games</i>)	1.5%	1.75%	2%
MARCHING BAND SHOULD BE 3/3/3 – WAS T'A'D ON 6/29/05 AND NEVER TRANSFERRED OVER TO CONTRACT			
Pep Band (BB Friday Home) (<i>Must play at all varsity regular season Friday home games.</i>)	.5%	.75%	1%
Forensics	6%	6.5%	7%
High School Drama	5%	5.5%	6%**
Musical	5%	5.5%	6%
High School Student Council	4%	4.5%	5%
National Honor Society	3%	3.5%	4%
Yearbook (not part of class)	5%	5.5%	6%
Newspaper (not part of class)	3%	3.5%	4%
Junior HS Drama	3%	3.5%	4%
Junior HS Student Council	3%	3.5%	4%
Junior HS Yearbook	3%	3.5%	4%
Intermediate Student Council	1%	1.5%	2%
SWAP / SADD	1%	1.5%	2%
Senior Class Sponsor	3%	3%	3%
Junior Class Sponsor	3%	3%	3%
Sophomore Class Sponsor	2%	2%	2%
Freshman Class Sponsor	2%	2%	2%
8 th Grade Class Sponsor	1%	1%	1%
7 th Grade Class Sponsor	1%	1%	1%
OTHER POSITIONS	COMPENSATION		
Elementary / Intermediate Program	1% each (up to two per year)		
Athletic Bus Chaperone (When not a coach)	\$15.00 per event		
Accompanist	\$125.00 per event		
Event Chaperone (When not a sponsor)	\$25.00 per event		
Detention	\$15.00 per hour		
P.A.S.S.	\$15.00 per hour		
S.A.S. (Suspension After School)	\$15.00 per hour		
Nova Net Supervision	\$15.00 per hour		

**Percentage rates are multiplied against the effective Base salary.*

** For employees grandfathered at a different rate, compensation will be frozen at the current hourly wage until similar percentage rates are equal to the grandfathered rate.

SCHEDULE B-3

ADMINISTRATION OF STUDENT ACTIVITIES

1. Club assignments and other positions or activities not herein above provided, or existing positions or activities to the extent that the scope or the responsibilities of a position or activity is increased, shall be compensated under Section 5.24 of this Agreement.
2. A job description shall be developed for each assignment.
3. A teacher shall submit to the building principal for approval as soon as practicable after receiving an activity assignment a written statement setting forth:
 - a. The goals to be achieved by the activity; and,
 - b. The general method to be used in the achievement of such goals.

Upon the completion of the assignment, each teacher shall submit a written statement to the building principal setting forth the extent to which the goals were achieved together with any relevant comments.

4. If more than one (1) teacher handles a single assignment, the compensation shall be divided by agreement between the teachers prior to the commencement of the activity so that the total compensation shall not exceed the amount allotted to such assignment.
5. If a second sponsor is required by the school for an event, and only one sponsor has been assigned to the student activity, the second sponsor shall be paid \$10.00 for such event. The compensation of a substitute shall be deducted from the sponsor's pay.
6. Compensation for all athletic and non-athletic activities shall be paid when the assignment has been completed except as the Employer and teacher shall otherwise agree.
7. The Board shall have the option to hire a coach new to the system at any percent level that his experience and training indicate, provided that the starting percent does not fall below the minimum or above the maximum on the schedule. Once the starting percent has been set, it will increase at the schedule rate up to the maximum.
8. Teacher acceptance of Schedule B-1 and B-2 assignments is voluntary except for band positions which must be performed by the instrumental music teacher.

SCHEDULE C - FRINGE BENEFITS

1. **Fringe Benefits Package.** Subject to the conditions set forth herein, and consistent with the terms of the carrier, each teacher shall have the right to elect either Plan A, Plan B, or Plan C.

Plan A For employees electing health insurance

Effective July 1, 2006, the Board will pay on behalf of each teacher electing Plan A \$923.00 per month for purchase of the following benefits for a full 12-month period for the teacher and his/her family. Any premium amount in excess of the \$923.00 will be paid for by the employee by payroll deduction through a Section 125 salary reduction plan.

Health	MESSA Choices II — With the prescription co-payment of \$10.00/\$20.00
Long-Term Disability	60% of covered salary \$1,500 monthly benefit maximum 90 calendar days waiting period - modified fill
Negotiated Life	\$1,500 Accidental Death & Dismemberment
Vision	VSP-2 (plan year: July 1 through June 30)
Dental	Delta Dental Plan D 0/4 (Class I & II Maximum - \$1,000)

Year	Monthly Plan A Premium	Monthly Board Contribution	Monthly Teacher Contribution	Annual Board Contribution	Annual Teacher Contribution
July 1, 2006 – June 30, 2007	\$1,109.16	\$923.00	\$186.16	\$11,076.00	\$2,233.92
Premium Totals 06-07	\$13,309.92			\$11,076.00	\$2,233.92*

* This payment can be made by teachers through a Section 125 salary reduction agreement on a pre-tax basis reducing the cost by approximately 28%.

- Effective July 1, 2007, the monthly Board Contribution will increase to \$982.00.

Plan B For employees not electing health insurance

The Board will pay on behalf of each teacher electing Plan B \$79.68 per month for purchase of the following benefits for a full 12-month period for the teacher and his/her family. Any premium amount in excess of \$79.68 will be paid for by the employee by payroll deduction through a Section 125 salary reduction plan.

The Board will pay a maximum of \$85.00 towards Plan B in 2007-2008.

Long-Term Disability	60% of covered salary \$1,500 monthly benefit maximum 90 calendar days waiting period - modified fill
Negotiated Life	\$1,500 Accidental Death & Dismemberment
Vision	VSP-2 (plan year: July 1 through June 30)
Dental	Delta Dental Plan D 0/4 (Class I & II Maximum - \$1,000)

In addition to the above, each teacher not electing Plan A shall be credited with a sum of \$315.54 per month. Anyone choosing to Opt Out after August 2004 shall be credited with a sum of \$200.00 per month. This amount may be used to purchase one or more of the following insurance options available on the health insurance enrollment form:

- A. Supplemental Term Life Insurance
- B. Short-Term Disability Income Insurance
- C. Survivor Income Insurance
- D. Dependent Life Insurance
- E. Any other option which provides health, accident, disability or life protection, but expressly excluding liability or casualty insurance for motor vehicles, real or personal property, etc.

Plan C Alternative for employees not electing health insurance

The Board will pay on behalf of each teacher electing Plan C the applicable premium, as determined for the following described MESSA fringe benefit plan, namely:

Long-Term Disability	60% of covered salary \$1,500 monthly benefit maximum 90 calendar days waiting period - modified fill
Negotiated Life	\$1,500 Accidental Death & Dismemberment

In addition to the above, each teacher electing Plan C shall be credited with \$373.49 per month. Anyone choosing to Opt Out after August 2004 shall be credited with a sum of \$250.00 per month. This amount shall be taken as a cash option under a qualified Section 125 Cafeteria Program. The Climax-Scotts Board shall be committed to creating a Section 125 plan consistent with IRS regulations.

The Section 125 program is designed to replace a Tax Sheltered Annuity (TSA) program which could adversely affect the tax exempt status of all other Employer-paid benefit programs. Employees who desire a TSA option will be provided a vehicle through an IRS qualified Cafeteria Plan. MEA Financial Services shall be one of the companies available for employee TSAs.

2. **Carrier.** The carrier selected by the Employer for the term of this Agreement is MESSA. The insurance plan selected is MESSA Choices II, underwritten by Blue Cross/Blue Shield of Michigan.

3. **Duration of Coverage.**
 - A. If a teacher provides professional services for the entire school year, the Employer's insurance contributions shall extend for twelve (12) calendar months.
 - B. If a teacher provides professional services for less than a full school year and is returning for the next school year, the Employer's insurance contributions shall be reduced pro rata.
 - C. If a teacher provides professional services for less than a full school year and is not returning for the next school year, the Employer shall contribute only for those months that professional services were rendered.

- 3.1 **Part-time Teachers.** The contributions of the Employer for a part-time teacher shall be in the same proportion as the compensation of such part-time teacher bears to the compensation of a full-time teacher in the same salary classification, provided, however, the Employer shall not be required to make any contribution to the carrier if the teacher shall not be eligible for such group insurance benefits. Shared Assignment teachers see Article 15 for applicable provision

4. **Cooperation.** The Association agrees to cooperate with the Employer in order to discourage insurance coverage, which will result in double coverage with no reasonable benefit to the insured. When a husband and wife are both employed by the District only one may enroll in Plan A.

5. **Workers' Compensation.** Any employee who receives a compensable injury shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan.

6. **Attendance Bonus.** If a teacher completes a contract year without utilizing a sick, business, personal or unpaid meritorious leave day, the Employer shall make a cash payment of one hundred seventy-five (\$175) dollars to the teacher on or before June 30. If a teacher completes a contract year without utilizing more than one (1) sick, business, or unpaid meritorious day the employer shall make a cash payment of one hundred (\$100.00) dollars.

SCHEDULE D

RETIREMENT ALLOWANCE

The retirement allowance will be for any teacher who qualifies for retirement under the MPSERS (Michigan Public School Employee Retirement System) and shall be based on a percent of the BA base at the time of retirement and the years of service in the Climax–Scotts Community Schools.

Years of Service	15	16	17	18	19	20	21+
Percentage	9%	10%	11%	12%	13%	14%	15%

The Retirement Allowance is not calculated in your final average compensation for retirement purposes.

When an employee retires, the retirement allowance will be prorated for every year in the last 21 (or less years if applicable) that the employee worked less than full time.

Example: Employee retires with 17 years of service. 10 of those years were at .50 and 7 years at 1.0.

$$\begin{aligned} 10 \text{ years} \times .5 &= 5 \\ 7 \text{ years} \times 1 &= 7 \\ 7 + 5 &= 12 \\ 12 / 17 &= .71 \\ 11\% \times .71 &= 7.81\% \end{aligned}$$

Appendix A

PROFESSIONAL DEVELOPMENT

April 12, 2001

Michigan Department of Education, Michigan Education Association, Michigan Association of School Administrators and Michigan Federation of Teachers and School Related Personnel agree that the following criteria should be considered when designing professional development in response to the requirements in Sections 1526 and 1527, Section 95 and Section 101 (11).

Quality professional development

- Is for the purpose of enhancing teaching and learning.
- Is consistent with building and district school improvement plans and, when available, NCA goals and district strategic plans.
- Is part of an ongoing comprehensive professional development plan that addresses the long-term professional needs of the individual as well as the long-term change of practice in the building and district.
- Is characterized by the knowledge of educational needs of students, the study of proven research and inclusive of the best use of new technologies.
- Includes best principles of adult learning that includes design by the educators and non-teaching staff for whom the professional development is intended.
- Occurs when educators and non-teaching staff collaborate and share knowledge with each other.
- Requires ongoing reflection.
- Is helpful to all school staff as they work to meet the needs of students who learn in different ways and come from diverse backgrounds.
- Is no less than one hour in length.

Examples of Quality Professional Development

• Conduct action research projects	• Be coached by a peer
• Analyze teaching cases	• Participate in a professional network
• Attend awareness-level seminars	• Read journals, educational magazines, books
• Join a cadre of in-house trainers	• Write an article about your work
• Plan lessons with a teaching colleague	• Participate in a study group
• Consult an expert	• Keep a reflection log or journal
• Be coached by an expert	• Enroll at a community college or university
• Form study or support groups	• View educational videos
• Give presentations at conferences	• Listen to video/audio recordings
• Attend conferences	• Videotape yourself in your work setting. Give yourself critical feedback
• Shadow another professional in the field	• Do a self-assessment
• Research on the Internet	• Participate in a video conference or conference calls with experts
• Lead a school-wide committee project	• Visit model schools/programs
• Coach a colleague	• Develop curricula
• Be a mentor	• Be involved in school improvement planning
• Be mentored	• Examine new technological resources to supplement the learning and working environment
• Observe model practices	• Observe others in their work settings
• Be observed and receive feedback from an objective observer	

LETTER OF AGREEMENT

**BETWEEN THE
CLIMAX-SCOTTS BOARD OF EDUCATION
AND THE
CLIMAX-SCOTTS EDUCATION ASSOCIATION**

SPECIAL EDUCATION

It is hereby agreed between the Kalamazoo County Education Association, hereinafter called the "Association," and the Climax-Scotts Community School, hereinafter called the "District," that the following represented the parties' understandings regarding Special Education within the District.

The District and the Association reaffirm that handicap students will have the same access to educational opportunity as the non-handicap, and when appropriate, the educational process for the handicap should occur in a non-segregated setting.

When determination is made to fully include a severely handicapped student in the regular education program, the District will seek volunteers from regular education teachers relative to these students' placement. The District will continue its past conduct of early involvement of all affected staff in planning the included students' educational program and will continue to provide necessary training to staff.

The District believes that participation in an IEPC by all members of the teaching staff who might have involvement with a particular student will result in a productive meeting. Communication of the results of an IEPC must be shared with all affected teachers. Therefore, the District will require that a special education staff member and/or the assistance team shall advise all of the affected staff members of the results of an IEPC. The student assistance team or an individual teacher may make a recommendation to the building principal for appropriate training for staff. Any information about special procedures for a particular student will be shared with all affected staff members.

Some Special Education students may have particular needs for physical assistance. Aides will be employed when students are in need of procedures such as: clean intermittent catheterization, suctioning, ileostomy, and colostomy. Special Education-trained staff may be required to perform physical assistance with appropriate training. Health care aides will be employed by the District under the requirements established by the IEPC.

Kalamazoo County Education Association

Climax-Scotts Community Schools

Date

Date

**CLIMAX-SCOTTS COMMUNITY SCHOOLS
2006-2007 SCHOOL CALENDAR**

August 30	New Teachers Report – 9:00 A.M.
August 31	All Teachers Report – 8:00 A.M.
September 5	First Day –1/2 Day Dismissal** Young 5's & A.M. Kindergarten Parent Visitation
September 12	K-12 One Hour Early Release – Staff Development
September 26	K-12 One Hour Early Release – Staff Development
October 10	K-12 One Hour Early Release – Staff Development
October 24	K-12 One Hour Early Release – Staff Development
November 2	½ Day Dismissal – students – Staff ½ Records Day
November 3	No School – Staff Professional Development.
November 15	K-12 ½ Day Dismissal K-12 Conferences 5:30-8:00 P.M.
November 16	K-12 and Staff ½ Day Dismissal K-12 Conferences 1:00 – 3:00 P.M. & 5:30-8:00 P.M.
November 17	No School – No Staff
November 23 –24	Thanksgiving Break
December 5	K-12 One Hour Early Release – Staff Development
December 19	K-12 One Hour Early Release – Staff Development
December 25 – January 5	Winter Break
January 8	School Resumes
January 17, 18, 19	Jr. / Sr. High Exams – K-12 ½ Day Dismissal
January 22	No School – Staff ½ Records Day – ½ Staff Development
January 23	Second Semester Begins
February 6	K-12 One Hour Early Release – Staff Development
February 20	K-12 One Hour Early Release – Staff Development
February 26	Snow Makeup Day / Mid Winter Break
March 6	K-12 One Hour Early Release – Staff Development
March 23	No School – Records Day
March 28	K-12 & Staff ½ Day Dismissal K-12 Conferences 5:30 – 8:00 P.M.
March 29	K-12 ½ Day Dismissal K-12 Conferences 1:00-3:00 P.M. & 5:30-8:00 P.M.
March 30	No School – No Staff
April 2 – April 6	Spring Break
April 9	School Resumes
April 17	K-12 One Hour Early Release – Staff Development
May 1	K-12 One Hour Early Release – Staff Development
May 15	K-12 One Hour Early Release – Staff Development
May 24	Last Day for Seniors
May 28	Memorial Day – No Students/Staff
June 3	Graduation 3:00 P.M. Jr./Sr. High
June 11, 12, 13	Jr. / Sr. High Exams – K-12 ½ Day Dismissal
June 13	Last Day for All Students – ½ Day Dismissal Last Day for Teachers – Dismissal 3:00 P.M.

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