

Agreement

between

Kalamazoo County Education Association/
Comstock Education Association

and

Comstock Public Schools

2004-2005

39030
06 30 2005
KCEA
E

PUBLIC SCHOOLS WORK

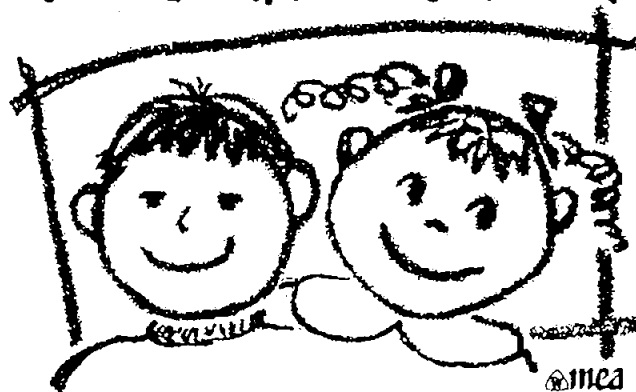


Table of Contents

Article	Description	Page #
Article 1	Recognition	1
Article 2	Rights of the Board of Education	1
Article 3	Association Rights and Responsibilities	1
	Dues Deduction	1
	Service Fee Payers	2
	Association Leaves	3
Article 4	Teacher Rights and Responsibilities	4
	Teacher Evaluation	4
	Personnel Files	4
	Performance of Professional Assignments	6
	Professional Conduct	7
	Just Cause	7
Article 5	Professional Services	10
	Professional Duties	10
	Planning Time and Lunch Periods	10
	Substituting for Other Teachers	10
	Mentor/Mentee	11
	Work Load	11
	Class Size	11
	In-Service and Curriculum Meetings	12
	School Closings	12
	Professional Assignments (Filling of Vacancies)	13
	Layoff and Recall	16
Article 6	Physical Facilities & Educational Opportunities	18
Article 7	Compensation and Benefits	20
	Wages and Placement on Salary Schedule	20
	Tuition Reimbursement	21
Article 8	Leaves	22
	Sick Leave	22
	Family and Medical Leave	22
	Personal Leave	25
	Court Leave	25
	Maternity Leave	25
	Funeral Leave	26

Article	Description	Page #
	Health and Hardship Leave	26
	Professional Growth Leaves	27
	Military Leave	27
	Administrative Leaves	27
Article 9	Miscellaneous Contract Provisions	28
	Medical Examinations	28
Article 10	Contract Administration	29
	Definitions (Day, Teacher, etc.)	29
	Grievance Procedure	29
	Grade Changes	31
Schedule A	2004-2005 Salary Schedule	33
Longevity	Payment Schedule	34
	Early Notice Incentive for Retirement	34
Schedule B	Extra Curricular Pay	35
	Curriculum Projects During Summer Vacation	37
Schedule C	Insurance	38
Letter of Agreement	Educational Consortia	40
Letter of Agreement	Teacher Dress Code	41
Letter of Agreement	Snow Day Make-up	42
Letter of Agreement	Special Needs Students (Mainstreaming)	43
Letter of Agreement	School Improvement Committee	44
Letter of Agreement	Implementation of School Calendar	45
Letter of Agreement	Implementation of Article 5 – Professional Services	46
Appendix A	Grievance Report Form	50
Appendix B	Qualifications for Teachers-Board Policy 4112	47
Appendix C	2004-2005 School Calendar	48
Index		50

AGREEMENT

THIS AGREEMENT made by and between COMSTOCK PUBLIC SCHOOLS, Kalamazoo County, Michigan (hereinafter called the "Board"), and the KALAMAZOO COUNTY EDUCATION ASSOCIATION, (hereinafter called the "Association");

WITNESSETH:

ARTICLE 1 - RECOGNITION

The Board recognizes the Association as the sole and exclusive collective bargaining representative for all full-time, part-time under contract, regularly employed, certified teachers expressly excluding the Superintendent, Assistant Superintendent, Assistant to the Superintendent, Director of Curriculum, Director of Vocational Education, Director of Special Education, Director of Adult Education, Principals, Assistant Principals, Dean of Students, Athletic Directors, Department Heads while functioning in that capacity, and casual or per diem substitutes for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

ARTICLE 2 - RIGHTS OF THE BOARD OF EDUCATION

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, all rights to manage and direct the operations and activities of the School District and to supervise the teachers are vested solely and exclusively in the Board.

ARTICLE 3 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. **Association Rights.** The Association shall have, in addition to other rights expressly set forth herein or provided by law, the following rights:
1. **Facilities and Equipment.** The use of school buildings, at reasonable hours for meetings, bulletin board space for the posting of notices in teacher lounges, and the use of school equipment in accordance with applicable School Board policies, provided that it shall pay the reasonable cost of any required labor, 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.
 2. **Association Check-off.** Each teacher may authorize in writing the deduction of Association dues in September of the school year or within thirty (30) days of their employment, whichever shall last occur. The dues shall be deducted from the pay check of each employee in nineteen (19) equal installments commencing with the second check following the start of school. The Board shall deduct the authorized amounts and transmit the total deductions to the Treasurer of the Association together with a list of each teacher for whom deductions were made.
 3. **Financial Responsibility.**
 - a. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this

Agreement, whichever is later, join the Association or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political – Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction. In the event the affected teacher files an appeal, grievance or legal challenge, the Board is under no obligation to make such deductions during such claim or litigation.

- b. Pursuant to Chicago Teachers-Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political Ideological Expenditures – I That policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive and, unless the unit such Procedures including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- c. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February.) Consequently, the parties agree that the Procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- d. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- e. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Collective Bargaining Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
 - 1) The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

- 2) The Association has the right to choose the legal counsel to defend any said suit or action.
4. **Association Meeting.** Faculty meetings which conflict with meetings of the Association shall not be scheduled on Wednesday after the conclusion of the work day except in the case of emergency.
5. **Association Leaves.** The Superintendent shall grant leaves of absence to Association members upon the request of the Association in accordance with the following guidelines, namely:
 - a. The teacher will assure that adequate provision has been made to discharge classroom responsibilities properly.
 - b. Except for good cause, request for a leave day shall be made in writing to the District not less than forty-eight (48) hours prior to the leave.
 - c. The District shall not be required to grant leave for more than twelve (12) teaching days during each school year.
 - d. The Association shall reimburse the Board of the cost of substitutes.
- B. **Association Responsibilities.** The Association, having been recognized as the exclusive bargaining agent for the teachers, agrees that:
 1. It will not discriminate against any teacher by reason of race, national origin, religion, sex, marital status, or age.
 2. It will not during the life of this Agreement, directly or indirectly, encourage or cause any concerted work stoppage, slow-down, strike or other interference with the day-to-day operations of the school or the educational opportunities afforded its students.

ARTICLE 4 – TEACHER RIGHTS AND RESPONSIBILITIES

A. **Teacher Rights.** Each teacher shall have, in addition to all other rights expressly set forth herein, the following rights. The listing of the following is not intended to limit any rights or responsibilities that teachers may have as provided for by law.

1. **Evaluation.** It is the right and responsibility of the administrative staff to evaluate the performance of teachers and to visit classrooms for purposes of evaluating and promoting the educational program. The Board shall adopt written policies for the evaluation of teachers which shall conform with the following guidelines:

- a. Evaluations shall be primarily used for the purpose of improving the effectiveness of each teacher. For such purpose, every reasonable effort shall be made to keep each teacher apprised of his/her performance on a continuing basis and each formal evaluation shall be followed within ten (10) working days by a conference between the administrator and the teacher.
- b. The teacher evaluation scale as approved and adopted by the Board shall be used for all formal evaluations subject to modification by the Board. The Association shall participate in any material modification of the aforesaid evaluation scale, shall have the right to make written recommendations to the Board concerning any such modifications and to the extent that such recommendations are not adopted, shall be entitled to receive a written reply stating the position of the Board prior to the implementations of any such changes.
- c. Formal evaluation shall be conducted openly and with the full knowledge of the teacher. Each teacher shall be furnished a copy of the current evaluation and shall thereafter be furnished any changes in the evaluation form prior to the first evaluation using such form. Each teacher shall be furnished a copy of each completed evaluation.
- d. Probationary teachers shall be observed a minimum of two (2) times during each probationary year. The first observation shall be completed by November 1, and the second observation completed by April 1. A final evaluation shall be completed by April 15.

Tenured teachers shall be evaluated at least once per three school year period. The Board may provide for additional evaluation, as it shall determine to be necessary for the proper conduct of the educational program.

Evaluation of teacher performance shall not be based on standardized testing alone.

2. **Personnel Files.** The Board shall cause an official personnel file to be established and maintained for each teacher in accordance with the following guidelines:

- a. A 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 file shall be reviewed in the presence of an administrator responsible for the safekeeping of the file. The credentials and references of the teacher shall not be subject to review.

ARTICLE 4 - *Teacher Rights and Responsibilities*

- b. Formal evaluations shall not be made a permanent part of the personnel file until the teacher has had an opportunity to review such evaluation. Formal evaluations shall be completed prior to a teacher/evaluator conference, and the teacher will receive a copy at least one (1) hour prior to the conference.
- c. Teachers shall be given a copy of any materials placed in the personnel file that reflects on the character of the teacher's professional services. The aforementioned copy shall contain notation that is to be placed in the personnel file. If the teacher objects to all or any portion of such materials, the following procedures shall be followed namely:
 - 1) The teacher, together with a representative of the Association, if desired, shall have the right to meet with the Administrator or Administrators responsible for placing such materials in the personnel file, provided that the teacher requests such a meeting in writing within five (5) school days following receipt of the copy of the materials.
 - 2) If the results of the meeting are not satisfactory to the teacher, and the Superintendent was not present at the meeting, the teacher and a representative of the Association, if desired, shall have the right to meet with the Superintendent, provided that the teacher requests such a meeting in writing within five (5) school days following the conclusion of the administrative meeting.
 - 3) If the objectionable material is not withdrawn or modified in a manner satisfactory to the teacher as a result of the meeting with the Superintendent, the teacher shall have the right within ten (10) school days following the conclusion of the conference to have inserted in the personnel file a statement concerning such material, with a copy of the statement to be provided by the teacher to his/her immediate supervisor.
 - 4) The time limit in Section c. 3 above shall not extend more than five (5) calendar days beyond the end of the school year.
3. **Consortium.** In determining to participate in any consortium, the District will meet and confer with the Association with regard to the consortium and any attendant consideration regarding wages, hours and working conditions of the teachers involved, the Association and its members. Such discussions shall continue as plans for the consortium develop with the intent that any such consortium be developed with the full support of the Association. All understanding regarding wages, hours and working conditions shall be reduced to a written agreement.

B. **Professional Standards.**

1. **Standards.** The parties recognize that the certification of a teacher and his/her contractual agreement constitute a continuing representation by the teacher that he/she is qualified to be entrusted with the responsibility for the education of students. Although the parties acknowledge the difficulty of completely and precisely defining the minimum acceptable professional standards for each teacher, it is recognized that they include at least the following:
 - a. **General Competence.** A teacher shall maintain such level of professional competence as may be required to adequately discharge his/her professional responsibilities that are within the scope of his/her certification.
 - b. **Preparation for Professional Assignments.** A teacher shall adequately prepare for the discharge of a professional assignment.
 - c. **Performance of Professional Assignments.** It is the responsibility of a teacher to work to stimulate the spirit of the inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling this obligation to the student, a teacher:
 - 1) Shall not without just cause restrain the student from independent action in his/her pursuit of learning, deny the student access to varying points of view, nor deliberately suppress or distort subject matter for which the teacher bears responsibility, nor seek to impose upon the student his/her own opinions.
 - 2) Shall direct the instructional material to the assigned subject matter and to matters which are reasonably related.
 - 3) Shall maintain with the cooperation of the Administration such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment. All disciplinary actions and methods invoked by a teacher shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of a teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt school operation and in enforcing the Student Conduct Code.
 - 4) Shall have the assistance of the Board with respect to the maintenance of control and discipline in the classroom within the confines of school policies.
 - d. **Conferences.** A teacher shall be reasonably available for consultation with students, parents, and members of the professional staff and others.

- e. **Parent-Teacher Conferences.** Parent-Teacher conferences shall be included in the school calendar.
 - f. **Student Evaluations.** Each teacher shall hold high expectations for all students and shall evaluate each student fairly and impartially in accordance with the evaluation scales established by the Board of Education in consultation with the Association.
 - g. **Rules and Regulations.** The responsibility of a teacher for the enforcement of the rules and regulations of the District is not limited to the teacher's classroom.
 - h. **Professional Conduct.** A teacher shall:
 - 1) Refrain from the use of his/her professional relationship with students for private advantage.
 - 2) Refrain from holding outside employment or engaging in activities which materially interferes with the performance of his/her professional assignments.
 - 3) Accept no gratuities, gift or favors that might impair, or appear to impair, his/her professional judgment nor offer any favor, service, or thing of value to obtain special advantage.
 - 4) Not knowingly withhold or misrepresent information concerning his/her professional qualifications.
 - i. **Safety of Students.** Every reasonable effort shall be made to protect students from conditions harmful to learning, health, or safety. For such purpose, a teacher shall promptly notify the Administration of any defective condition in the physical facilities of the District, which may reasonably cause injury to persons or property.
2. **Just Cause.** No teacher shall be disciplined without just cause. The parties agree that the term "just cause" means that the person imposing the discipline must have a just and proper reason to cause the action to be taken against the staff member. The parties further agree that the cause for the disciplinary action must be reasonably related to the successful fulfillment of the District's purposes; however, it is not necessary that the District prove a harm to the District resulting from the conduct of the staff member.
- a. When a teacher is to be disciplined, the teacher shall be entitled to have a representative of the Association present at a meeting prior to the disciplinary action, if the teacher requests such representation. When disciplinary action is to occur, the teacher shall be so advised and informed of the right of representation. When a request is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

b. 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 on the first occasion.

1) **First Offense or Indication of Unprofessional Performance.**

The teacher will have a conference with his/her immediate supervisor about the problem in question. If an oral reprimand is issued the teacher will sign a non-specific acknowledgement of the fact that an oral reprimand was issued. The teacher and the immediate supervisor will retain copies of the signed acknowledgement, and 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 no further offense is documented.

2) **Second Offense or Indication of Unprofessional Performance**

The teacher will have a conference with the administrator about the problem in question. A written reprimand or written evaluation about unsatisfactory performance will be attached to the oral reprimand from the administrator. Both documents will be placed in the teacher's personnel file at central administration and will be removed from the personnel file in two (2) years if no further offense is documented.

3) **Third Offense or Indication of Unprofessional Performance**

The teacher will have a conference with the administrator about the problem in question. A written reprimand or written evaluation of unsatisfactory performance will be placed in the teacher's personnel file at central administration and will be removed from the file in four (4) years if no further offense is documented. The teacher may also be subject to suspension not to exceed three (3) days or removal from the extra duty assignment.

4) **Further Offense or Indication of Unprofessional Performance**

The teacher is subject to any of the above as well as dismissal.

When a written reprimand, suspension, or removal is involved, the teacher is allowed to present witnesses or evidence on his/her behalf, file a statement expressing his/her views of the problem or discipline taken, and be represented by counsel. All actions of discipline are subject to the provisions of Article 10, C., Grievance Procedure.

c. If discharge of a teacher (including denial of tenure, or demotion) is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:

- 1) One other observation by another administrator at the request of the teacher through the evaluation described in Article 4, A, 1.

ARTICLE 4 - Teacher Rights and Responsibilities

- 2) Clear direction that the teacher must improve and the consequences of failure to do so.
- 3) Adequate opportunity for the teacher to make improvements.
- 4) Assistance from administrators and school district resources to help the teacher improve.
- 5) A year end performance evaluation that includes an assessment of the teacher's progress in demonstrating satisfactory performance in the areas identified as inadequate.

ARTICLE 5 – PROFESSIONAL SERVICES

- A. **School Year.** The number of student days (175) and teacher days (182) shall be as set forth in the School Calendar found in Appendix C of this Agreement. The Board, after consultation with the Association, may modify or extend the School Calendar in order to comply with membership day or other requirements imposed by state law or regulations.
- B. **Professional Duties.** The parties recognize that the commitment of a teacher cannot be measured merely by time and that all of the provisions hereinafter set forth are conditioned by the responsibility of each teacher to fully and completely discharge his/her professional responsibilities. The parties further recognize that many changes are occurring and will continue to occur in the field of education and that if a quality educational program is to be achieved, it is essential that the parties and the teachers maintain an attitude which will support innovation and change but will also assure that neither the teachers, the students, nor the School District will be unfairly treated. The compensation set forth in Schedule "A" for regular professional duties is based on the assumption that on the average a teacher will be on the school premises or at an approved duty connected facility for thirty-eight (38) hours during each regular school week. The scheduling of the thirty-eight (38) hours for each school will vary due to the differences in arrival and departure time of students. Teachers wishing to deviate from the scheduled arrival and departure time for teachers shall obtain approval from their building administrator. Policies scheduling instruction, professional duties and the work day shall be from time to time established by the Board and shall provide that:
1. **Planning Time and Lunch Periods.** All regularly assigned, full-time, classroom teachers, shall receive during each full week of instruction:
 - a. Two and one-half hours of duty-free lunch time (30 consecutive minutes.)
 - b. Five preparation, conference periods of not less than 40 minutes each, one per day.

Special subject teachers (art, music and physical education) will receive a minimum of two hundred minutes preparation time per week.

Kindergarten teachers will receive a minimum of two hundred minutes preparation time per week. The District shall make every reasonable effort to schedule one (1) forty (40) minute planning time per day.
 2. **Substitution for Other Teachers on Planning Time.** Whenever an administrator requests that a teacher substitute for another on planning time, such teacher shall be paid \$30 for each block/class period taught. This provision shall not apply when teachers agree to substitute for each other on their planning time.
 3. **General Duties.** In addition to the regular professional duties performed during the regular school week, a teacher may be required to attend up to eight (8) hours of school meetings each month. Those meetings shall include IEP's, Teacher Assistant Team

(TAT), curriculum, in-service, open house, parent-teacher conferences and staff meetings. When possible, teachers shall be given one (1) week's notice of any required meetings and shall be supplied with a proposed agenda specifying starting and ending times for the meeting.

- 4. **Part-Time Teachers.** The normal workweek for part-time teachers shall be adjusted by the Board on an individual basis proportionately in accordance with the provisions of this Agreement. On professional days, part-time teachers shall attend the percent of their part-time assignment with the choice to attend over and above. Neither the district nor the union shall put any pressure on such teachers relative to their participation in other activities, which are over and above their contractual commitment.
- 5. **Student Teachers.** The acceptance of a student teacher supervisory assignment shall be voluntary. Any funds received by the District for placing of student teachers shall be used for in-service activities.
- 6. **Mentor/Mentee.** The Administration shall notify the Association, on a timely basis, when a mentor teacher and a mentee teacher are matched.

Mentor teachers should serve voluntarily and should be selected by the Administration.

Mentor teachers shall be available to provide professional support, guidelines, and instructional leadership.

A mentor teacher should not be called as a witness in grievances involving the mentee teacher's classroom teaching abilities.

- 7. **Work Load.** It is the goal of the parties that teachers in the same classification shall have substantially equal workloads and productivity. However, it is recognized that the professional workload and effort of each teacher cannot be precisely measured. The parties recognize, however, that at least the following factors should be considered, namely:
 - a. **Class Size Criteria.** The establishment of student-teacher ratios is recognized as a useful reference point when used in conjunction with at least the other guidelines hereinafter set forth. The student-teacher ratio for the average classroom computed on a building basis is as follows:

<u>Grade levels</u>	<u>Student-Teacher-Ratio</u>
Kindergarten	24 to 1
1-2	25 to 1
3-6	26 to 1
7-8	27 to 1
High School	27 to 1

Secondary class sizes shall continue to be limited by the number of workstations.

- b. **Other Guidelines.** In addition to the student-teacher ratio, it is recognized that any accurate measure of the professional effort required, the quality of the instruction given, or of the results obtained should also consider the following factors, namely:
 - 1) The subject matter.
 - 2) The teaching strategy.
 - 3) The distribution, maturation, and ability level of the students.
 - 4) The training and experience of the teacher.
 - 5) The quantity, quality, and type of physical facilities and teaching aides available.
 - c. In the event a classroom exceeds the student/teacher ratio as defined in Section A above, at the request of the affected teacher(s), the Association representative, the affected teacher(s), and the appropriate Administrator(s) shall meet in an effort to remedy the overload.
 - d. An adjustment in teacher's workloads will include hiring a paraprofessional with the teacher's approval, and if funding is available, when kindergarten sections reach an enrollment of 25 or more; first and second grade enrollments reach 26 or more; and third through sixth grades reach 27 or more.
8. **In-Service and Curriculum Meetings.** In-service and curriculum meetings generally will not be scheduled on Friday afternoons. One week's notice will be given if it is anticipated that they will extend more than one hour beyond the working day.
9. Once the District creates a split-grade classroom, the District will not add additional students to such classroom unless other classrooms at the affected level are becoming overcrowded. The District will consult with the affected teachers prior to any additions to a split grade. In addition, the District will attempt to ensure that teachers assigned to split grades are not assigned to additional responsibilities such as curriculum development.
10. The amount of time between level 3 and level 4 in the Teacher Assistance Team Process shall not exceed two (2) calendar weeks.
- C. **School Closings.** If adverse weather or other conditions beyond the control of the Board make it advisable to close school, the following guidelines shall apply, namely:
- 1. Except as hereinafter provided, teachers shall report for duty as usual with reasonable allowance for tardiness if conditions warrant. Each teacher shall make every reasonable effort to comply with the reporting provision; however, in the event a teacher is unable to report and notifies his/her building administrator of such prior to the scheduled reporting time, the absence shall be charged against the teacher's available personal business leave or sick leave, the preference of which to be determined by the teacher. If a teacher anticipates a late arrival, the teacher shall notify the building administrator.
 - 2. Dismissal for teachers will be at the normal time unless weather conditions worsen.

3. In the event of mechanical failure or other circumstances requiring the closing of a building facility, teachers may be assigned to assist in other buildings. Teachers should only be assigned to assist in other buildings at levels wherein they are certified to teach.
4. In conditions of unusual severity, teachers will be advised by telephone not to report.
5. The Board will endeavor to have included in radio and television announcements to the fact that teachers are required to report.
6. The parties recognize that the Employer has the right to determine the duties to be performed by the members of the teaching staff but mutually agree that every reasonable effort will be made to ensure that each member of the teaching staff will have the opportunity to perform useful services or participate in meaningful activities which will contribute to the quality of the educational program. Except as each building shall otherwise determine, the first snow day shall not be used for in-service training.
7. When a school day is canceled or dismissed and state law requires that such day be made up at a later date, teachers need not report for duty nor remain on school premises.

D. **Professional Assignments.**

1. Teachers shall only be assigned to classes to which they are certified and qualified as defined by Board Policy 4112 (see Appendix B) and the provisions of Article 5, D, 2.
2. Each teacher shall be placed to the extent practicable in a position that will most effectively use the teacher's skills and experiences while providing for the present and future staff needs of the District. The general rule in making assignments or awarding positions is that Seniority will prevail. However, it is also recognized by both parties that in some cases, the Administration has the right to deny preference to a teacher who, in the judgment of the Administration, is not the most effective available teacher for a certain assignment. In this event the Administration shall make a determination based on the following criteria:
 - The teacher's demonstrated knowledge of the subject matter and curriculum;
 - Demonstrated knowledge of resource utilization;
 - Assessment of student learning;
 - Management of appropriate classroom procedures;
 - The teacher's ability to work with students at the particular grade level in question;
 - The building class schedule;
 - The assignment and work load of other teachers in the building;
 - The past performance of the teacher as evaluated by the Administration.
3. The master schedule permitting, teachers shall not have their assignment changed from year to year unless they request a change by applying for a vacant position or unless the Administration changes assignment for cause. If subject matter changes within a course title or grade level it shall not constitute a change in assignment.

Nothing in this provision shall preclude a building or department staff from cooperatively scheduling classes among teachers with the consent of the administration.

Notice of teaching and student extra-curricular assignment shall be made for the next school year prior to the end of the current school year to the extent that existing vacancies can be filled in accordance with the process set forth in this Article.

- E. **Vacancies.** A vacancy shall occur upon the creation of a new position, a resignation, a termination, or retirement within the bargaining unit and upon a determination by the School District that the duties and responsibilities of the vacated position will be continued.

Under any of the foregoing circumstances the position must be posted.

1. An exception to the posting requirements will occur in the following situations:
 - a. When a position is eliminated and a vacancy occurs as a result of a teacher following a larger than normal grade level ("bubble class"), the teacher may elect to take the position that will follow the students ("bubble").
 - (1) If the teacher does not elect to take that position, that position will be considered a vacancy. The teacher will not be considered displaced and the provisions set forth in Article 5, Section F will apply.
 - (2) If the position is eliminated and no open position is created, the teacher will become displaced and the provisions set forth in Article 5, Section F will apply.
 - b. When a position is eliminated and a vacancy occurs as a result to looping, the teacher may elect to take the position that will follow the students.
 - (1) If the teacher does not elect to take that position, that position will be considered a vacancy. The teacher will not be considered displaced and the provisions set forth in Article 5, Section F will not apply.
 - (2) If the position is eliminated and no open position is created, the teacher will become displaced and the provisions set forth in Article 5, Section F will apply.
 - c. When a split grade or multiage assignment is eliminated, the teacher of that split grade or multiage shall have the right to choose which grade level he/she will remain and the other position will be considered a vacancy. When there is more than one effected teacher, the most senior teacher will be given first choice of grade level. If only one position is created, the teacher shall have the right to that position.

- (1) If the teacher does not elect to take that position, that position will be considered a vacancy. The teacher will not be considered displaced and the provisions set forth in Article 5, Section F will not apply.
 - (2) If there is not an open position, the teacher will become displaced and the provisions set forth in Article 5, Section F will apply.
2. If a vacancy occurs within three (3) weeks of the opening of a new school year or during the school year the position may be either:
 - a. Be administratively appointed for the remainder of the school year and internally posted for the following school year; or
 - b. Posted and filled as a permanent position.
3. **Posting.**
 - a. No position shall be posted until it has been offered to Displaced Teachers and/or Teachers on lay off.
 - b. All vacancies, including Schedule B, shall be posted in each building for a minimum of five (5) working days during the regular school year.
 - c. An extension of the internal posting length may be determined by the Administration due to unique circumstances (i.e., summer, winter breaks, spring vacations, etc.).
 - d. In unique circumstances, Schedule B positions can be administratively appointed for the remainder of the school year and internally posted for the following school year.
4. **Application.** A teacher, who wishes to apply for a posted vacancy, shall apply in writing within the posting period. Internal applicants shall apply for the posted position by submitting a letter of interest to the appropriate person. Internal applicants are not prevented from applying during the external posting period.
5. **Modification of the Position.** Modifications in the description of a position and/or requirements for the position will require re-posting.
6. **Summer Vacancies.** All vacancies that occur during the summer months will be posted in the Central Administration Office. Bargaining unit members shall be notified by U.S. mail of any vacancy that occurs during the summer months only if they submit a written request to be notified of vacancies submitted by June 1 to the Personnel Office.
7. Vacant position shall be awarded to the most senior applicant who is certified and qualified for the position as per Article 5, D, 1 and 2.

8. Notice of teaching and student extra-curricular assignment shall be made for the next school year prior to the end of the current school year to the extent that existing vacancies can be filled in accordance with the process set forth in this Article.

9. When a teacher believes that he/she has not received adequate preference for an assignment, he/she may submit his/her concern to the Teacher Assignment Committee.

The Committee shall be composed of two (2) teachers appointed by the President of the C.E.A., two (2) administrators appointed by the Superintendent, and one (1) other person selected by the four (4) appointees. The C.E.A. President and/or the Superintendent shall appoint an alternate in the event one of the Committee members has prejudicial interest in a dispute under consideration.

When a teacher submits a dispute to the Committee, the committee shall, in a timely manner, convene a meeting at which both parties may state their position. The Committee shall develop its own rules to govern such meeting.

Committee decisions to sustain the denial or to grant the teacher's preference shall be made in a democratic manner and by secret ballot. Only the final recommendation of the Committee shall be revealed with voting results remaining confidential.

F. **Displaced Teachers, Layoff, and Recall**

1. **Displaced Teachers.** A teacher is displaced when his/her current position is eliminated. For example, this may be a result of a decrease in student numbers, reduction of grade levels or instructional sections, a reduction or change in programs, or curricular changes.

2. When a teacher is displaced, the provisions set forth below shall apply:

a. A displaced teacher shall have first right to any vacancy in the District before it is posted.

b. Displaced teachers shall be awarded positions based on Seniority (i.e., the most senior displaced teacher shall select a position first).

c. If there is no vacancy, the displaced teacher shall be placed in the first position, beginning at the bottom of the seniority list, for which he/she is certified and qualified. The displaced teacher may not take a position from a teacher with more seniority.

d. If there is no position on the seniority list for which the teacher is certified and qualified, the displaced teacher will be considered laid off and the provisions set forth in Article 5, G, 3 shall apply.

3. **Determination.** If the number of teachers shall be materially in excess of the number required for the proper conduct of the educational program or of the financial resources of the District, the Board shall have the right to reduce the number of teachers in a given subject area, field or program or eliminate or consolidate positions. If the number of teachers shall be in excess of the number required for the proper conduct of the

educational program, the Board shall have the right to lay off teachers which are in excess of its needs, provided that prior to any such layoff it shall notify the Association in writing of its intention to do so and the reasons therefore. Layoffs shall not be implemented until the Association shall have had the opportunity to make its recommendations to the Board

4. **Layoff**

Layoffs made pursuant to this Section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first.

- a. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position being vacated by the probationary teacher, or unless the position is being eliminated.

5. **Recall.**

Recall of teachers shall be in the inverse order of layoff provided, however, that a teacher in order to be reassigned shall be certified and qualified to teach the specific course he/she is being assigned.

- a. Notice of a position opening shall be sent to the teacher at the last known address as provided by the individual to the Board of Education. It is the responsibility of the teacher to keep a current address and phone number on file at the Administration office. Failure by any teacher to report for work within fifteen (15) days from the date of Notice of Recall shall indicate a lack of desire to return to the Board's employ and shall end any continuing obligation on the part of the Board of Education. If a teacher is recalled and cannot report within fifteen (15) days due to other employment commitments, that person shall so notify the Board within the fifteen (15) day period. The Board shall grant a one-time, one-year extension of the Notice of Recall. No new hires shall be made while teachers that are certified or qualified and available for work remain on layoff. A teacher shall remain on the recall list for a period of three (3) years.

6. **Qualifications.**

A committee shall be formed with equal representation from the Board and the Association to make recommendations to the Board of Education for Board policy. The final decision for the policy rests with the Board of Education.

7. **General Procedures.**

The procedures herein set forth shall not apply to any reduction in the teaching staff by virtue of the failure to re-employ a probationary teacher at the end of his/her individual contract of employment, the involuntary termination of a teacher for breach of contract or the voluntary termination of a teacher. During periods of layoffs, teachers shall not advance on the salary schedule unless employed during the layoff as a teacher subject to the Michigan Tenure Act, shall not receive compensation, and shall receive insurance benefits for the first ninety (90) days of layoff. Teachers on layoff will be given priority on the substitution list.

ARTICLE 6—PHYSICAL FACILITIES AND EDUCATIONAL OPPORTUNITIES

- A. **School Bus Prohibition.** A teacher shall not be required to drive a school bus as part of his/her regular assignment.
- B. **Physical Facilities.** Adequate parking, lounge, and rest room facilities together with adequate telephones for the conduct of professional duties shall be available to teachers for their reasonable use at each school facility. Telephone facilities shall be made available to teachers for their reasonable use by the Board, provided, however, that in the event a teacher chooses to make a long-distance telephone call resulting in a toll charge, the teacher shall pay the Board for the cost of the same. At such time as local telephone charges are imposed, teachers shall exercise reasonable restraint in the use of the telephone and the Board may adopt a uniform policy for all employees of the District.
- C. **Educational Opportunities.** The parties recognize the desirability of providing within the resources and staffing needs of the School District opportunities for:
1. Visits to other classrooms, schools and school districts.
 2. Conferences involving other personnel from the District, county, state, region, or nation.
 3. Training in classes and workshops.
 4. Membership on professional committees.
 5. Opportunity for participation by teachers on an individual basis may be granted by the Superintendent.

ARTICLE 7—COMPENSATION AND BENEFITS

A. **Wages.** Each teacher shall be entitled to receive wages as herein set forth:

1. **Regular Compensation.** The basic compensation of each teacher shall be as set forth in Schedule "A". The Board may pay a teacher wages in excess of the amount set forth on Schedule "A" for the performance of additional duties not included in the classification or position. The Board will pay the contribution to the state retirement fund for any teacher employed under the provisions of this Contract.
2. **Professional Experience.** The Board may place new professional employees on such steps as professionally indicated by reason of education, experience (including military service and vocational experience) and past professional performance. If an employee is to be placed a higher step than step 2 of the salary schedule, the association president will be informed in advance of the posting of the vacant position.
3. **Academic or Certification Advancement.** Academic or certification advancement shall be made at the beginning of the first semester following advancement, provided that the teacher shall submit proof of such advancement not later than thirty (30) days after the beginning of the semester.
4. **Salary Steps.** A teacher shall advance to the next salary step at the beginning of the school year if the teacher shall have completed three (3) semester hours of accredited work in the teacher's field within the preceding five years. For the purpose of this provision the base period for teachers employed prior to July 1, 1973, shall be the 1971—72 school year or the date of employment, whichever is later. For teachers employed on or after July 1, 1973, the base period shall commence with the date of employment. Credit may be granted for participation in workshops and other similar activities with the prior approval of the Superintendent.
5. **Salary Placement.** A teacher shall advance to the BA+15,+30, MA+15 and MA+30 based on successful completion of a college or university class(es) and/or Continuing Education Units (CEU's) earned subsequent to being awarded a Bachelors or Masters Degree.
6. **Student Activities.** Student activity assignments described on Schedule "B" shall be compensated as therein provided.
7. **Teacher Work Year.** Teacher work year shall be comprised of 182 workdays. A teacher required to work in excess of the number of days set forth in the School Calendar shall be entitled to proportionate increase in compensation. This provision does not apply to additional days required by the State "snow day" law.
8. **Deductions.** The Board shall have the right to deduct from the pay of each teacher such amounts as may be required by law which may be due the Board from the teacher, or which are expressly authorized by the teacher in writing for one (1) annuity, the credit union, savings, bonds, MEA sponsored auto insurance or other Board approved auto insurance, and mutually agreed upon charitable donations. Payment of annuities shall be made twice a month. Teachers shall have the responsibility to inform payroll when there are any changes in deductions. Authorization for the above deductions shall be made no later than October 21 of each school year unless circumstances warrant a change. New employees shall ordinarily authorize deductions within thirty (30) days of their beginning employment date.

8. **Salary Classification.** All teachers shall be placed on the appropriate salary schedule classification. Adjustments shall be made at the beginning of each semester. (See Schedule "A".)

- B. **Tuition Reimbursement.** Fifty dollar (\$50) tuition reimbursement, per college credit, up to four credits per year. Pre-approval from the teacher's building or department administrator is required. Reimbursement for the course or class will be provided within 30 days after proof of receiving credit is received by the business office. Proof of credit must be submitted to the business office no later than 30 days following the end of the semester from which you are taking the course or class. To qualify for the tuition reimbursement, a teacher must have fulfilled the 18 hours of credit required for certification purposes prior to qualifying for tuition reimbursement.

- C. **Insurance.** Fringe benefits shall be provided on the terms and conditions set forth in Schedule "C."

ARTICLE 8—LEAVES

A. **Sick Leave.** Each teacher shall be credited at the beginning of the school year with ten (10) days sick leave with pay. Sick leave shall be administered in accordance with the following guidelines, namely:

1. Sick leave may be used for:
 - a. Personal injury, illness, medical appointments which cannot be scheduled outside the workday, or the quarantine of a teacher, excluding injuries to the extent compensable by Workers' Compensation and injury, illness, or quarantine resulting from other employment.
 - b. Up to the first three (3) days of the illness of the spouse, child or permanent resident of the teacher's household. The first day of the illness of the teacher's parents or the teacher's grandchildren. Such leave shall only be taken in the case when the presence of the teacher is required.
 - c. When a spouse, child, parent, sibling, or permanent resident of the teacher's household is seriously or critically ill, the teacher may utilize additional accumulated sick leave to the extent that the presence of the teacher is reasonably required.
2. The Board may for reasonable cause, or after five (5) consecutive days' absence, require the verification of a medical condition by one or more physicians satisfactory to the Board.
3. Leaves shall be allocated in one-half (½) day increments, provided that if an authorized absence is for less than two (2) hours and no substitute is employed, sick leave shall not be deducted.
4. Sick leave shall not be earned by teachers on a leave of absence, laid off, or otherwise not regularly providing services to the District. No payment for unused leave shall be made.
5. Unused sick leave shall accumulate up to 135 days for with the understanding that if long-term disability insurance is purchased by the Board, the accumulation will be reduced to the insurance waiting period selected. The Board shall not unilaterally adopt such insurance. Any accumulated sick leave shall be certified for each teacher on or before October 15 of each year.

B. **Family and Medical Leave.** The District will provide covered employees job protected leave for certain family and medical reasons. Full-time teachers and employees who have worked for the District 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.

1. **Purpose of Leave**

Up to twelve (12) weeks of 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; or,
- b. To care for the employee's spouse, son, daughter or parent who has a serious health condition.
- c. Up to eighteen (18) weeks of leave may be granted for a serious health condition that makes the employee unable to perform the employee's job.

(Leave in excess of the time periods indicated above may be granted for up to one (1) year within the sole discretion of the Superintendent and subject to conditions as established by the Superintendent.)

2. **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 the District's 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 twelve (12) months from the date of birth or placement and may only be taken continuously. In order to avoid disruption to students, the duration and timing of a leave shall be subject to the limitations of the Family and Medical Leave Act ("FMLA") pertaining to leaves near the end of an academic term.

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. If a teacher or other instructional employee requests intermittent leave for foreseeable treatment, either for a family member or for the employee, and the employee would be on leave for more than 20% of the total number of working days during the period of planned treatment, the District may require the employee to either take leave for a period or periods of a particular duration or temporarily transfer the employee to an equivalent position which is better suited to periods of intermittent or reduced schedule leave. All time taken, whether by choice or requirement, will count toward the employee's annual entitlement for family and medical leave.

The District 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 the District's expense) and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to the District and the expected date of return. For leaves 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 fifteen (15) calendar days to obtain the necessary medical certifications to support the leave. Employees will be required, unless the District waives the requirement, to recertify the need for the leave at least every thirty (30) days and must report in on a periodic basis no less often than every two (2) weeks with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

3. **Wages and Benefits**

Leave will be unpaid except as covered by any paid leave. At the District's or the employee's option, accrued, but unused, paid personal days or sick leave may be substituted for unpaid leave. (Sick leave may be used for the employee's own serious health condition or the illness of his or her child).

For leaves of up to twelve (12) weeks under this policy, the District 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 the District for the cost of such 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 or family leave or other circumstances beyond the employee's control.

4. **Return to Work**

Upon return from a leave of twelve (12) weeks or less, employees will be restored to their original position with equivalent pay, benefits and other employment terms. 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.)

5. **Eligibility Year**

For purposes of determining eligibility for a leave, the District hereby adopts a rolling twelve (12) month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.

C. **Personal Leave.** A teacher shall be credited with two (2) days each school year with pay for personal leave which shall be granted in accordance with the following guidelines, namely:

1. Personal leave shall be used for legitimate business or family obligations, which cannot reasonably be scheduled outside of the regular workday. It shall not be used for other employment or the seeking of other employment, or for social recreation, vacation or other similar purposes.
2. A request for personal leave shall be made at the earliest practical time. Written notice shall be submitted no later than 48 hours prior to the utilization of personal leave, except in cases of emergency.
3. The procedure for the granting of personal leave shall:
 - a. Consider the staffing requirements of the School District and the professional responsibilities of the teacher.
 - b. 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 leave shall be required except for a leave requested for a day preceding or following a vacation or holiday.
 - c. Require written notice of the reasons for the denial of a leave request to be given to the teacher with copies thereof to be sent to the Superintendent and to the president of the Association.
4. Any unused portion of a teacher's personal leave shall accumulate to a maximum of five (5) days. Once a teacher has accumulated such five (5) personal leave days, additional personal leave days earned pursuant to Article 8, Section C shall be added to the teacher's personal sick leave accumulation.

D. **Court Leave.** A teacher shall be entitled to leave for jury service or for court appearances which cannot reasonably be scheduled outside of the school day when subpoenaed as a witness in connection with any criminal proceedings or any litigation. If a teacher is subpoenaed as a witness in connection with any civil proceedings not arising out of the performance of the teacher's professional duties for the School District, the teacher shall be entitled to use accumulated sick leave to the extent available. In all other cases described above the teacher shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The teacher shall return to his/her duties upon completion of jury duty of less than one-half (1/2) day.

E. **Maternity Leave.** The Board shall grant a leave of absence without pay for reason of pregnancy or adoption. The teacher may elect to use his/her sick leave, personal leave, or any combination thereof, for all or part of his/her leave. Leave shall be granted in accordance with the following guidelines:

1. The time for the commencement of the maternity leave shall be mutually agreed upon by the Board and the teacher in accordance with the following factors, namely:
 - a. The staffing needs of the school system.

- b. The desirability of coordinating staff changes with the school calendar.
 - c. The effect of the pregnancy on the proper performance of professional duties.
 - d. The personal health and family circumstances of the teacher.
 - e. A maternity leave shall ordinarily not be granted prior to the fifth month of pregnancy unless it shall appear that the denial of the leave would unreasonably impair the physical or mental health of the teacher.
 - f. Adoption leave shall not commence more than two (2) weeks prior to taking custody of the child, unless the Board and the teacher shall otherwise agree. The Teacher shall coordinate the adoption to the extent practicable with the professional responsibilities of the teacher and the staffing requirements of the Board.
2. Unless the Board and the teacher shall otherwise agree, maternity leave shall terminate as follows, namely:
- a. Leaves commencing after the beginning of the school year and prior to the beginning of the second semester shall terminate at the beginning of the next school year.
 - b. Leaves commencing after the end of the first semester but prior to the beginning of the next school year shall terminate at the beginning of the second semester in the next school year or the beginning of the first semester in the following school year. The teacher shall elect in writing prior to the commencement of the leave the alternative termination date selected. If no election is made, the leave shall terminate at the beginning of the following school year.
- F. **Funeral Leave.** A teacher shall be granted funeral leave in accordance with the following guidelines, namely:
1. The death of the spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren, or permanent resident of a teacher's household. The duration of the leave shall be determined on an individual basis based upon the individual circumstances and requirements of the teacher. The teacher shall have the right to use three (3) days leave per occurrence which may be extended to five (5) days with prior approval. Additional leave may be granted under the "Administrative Leave" or "Health and Hardship Leave" provisions herein set forth.
 2. Up to two (2) days funeral leave may be allowed for the attendance of the funeral of other relatives or persons where closeness of relationship would warrant such absence. These leave days shall be deducted from sick leave.
- G. **Health and Hardship Leave.** Upon the request of a tenure teacher, the Board may grant a leave of absence without pay for a period not to exceed one (1) year for the purpose of rest, restoration of health, or the alleviation of hardship involving the teacher or his/her immediate family.

- H. **Professional Growth Leaves.** An unpaid leave of absence may be granted to a teacher for the purpose of professional growth through further education, travel, or the holding of a professional or public office. Such leaves shall be granted in accordance with the following guidelines, namely:
1. The teacher shall have been continuously employed by the Board for not less than four (4) full school years (except that a leave for an advanced degree may be granted after two (2) years of continuous employment), shall not have taken a leave of absence within the preceding five (5) years and shall have received a recommendation for hiring for the preceding three (3) years.
 2. A written application shall be filed with the Board not later than April 1 and shall contain at least the following information:
 - a. A description of the expected benefits to be derived by the teacher and by the School District;
 - b. The intention of the teacher to return to the School District; and,
 - c. The desired time for the commencement and termination of the leave.
 3. The leave of absence shall not exceed one (1) year, provided that a leave may be extended by the Board upon prior written application. The Board may further restrict the total number of teachers on a professional growth leave of absence at any time to not more than five (5) teachers. The Board shall have the right to delay commencement of a leave for a period of not to exceed one (1) year if the teacher has assumed a professional responsibility or if a qualified replacement cannot reasonably be found to fill the vacancy that would be created by the absence of the applicant during the period requested. A leave of absence shall not be terminated early without the prior approval of the Board.
- I. **Military Reserve Leave.** A teacher required to attend two (2) weeks of annual training duty with any military reserve component of the state or federal government and who is unable to perform such military training outside of the regular school year shall be paid the difference between his/her military pay and his/her regular teacher salary.
- J. **Administrative Leaves.** The Superintendent may grant leaves of absence with or without pay for meritorious reasons not otherwise included in this Agreement. The Superintendent may approve the use of accumulated sick leave for any such leave of absence together with such other terms as shall be mutually agreeable to the Superintendent and the teacher.
1. A teacher who is granted a health and hardship leave, professional growth leave, child care leave or administrative leave shall normally, upon return, be restored to the position held prior to such leave.

A teacher, (#1), who replaces a teacher on leave who has been guaranteed restoration to their prior position shall relinquish all claim to that position upon the return of the teacher (#2) from leave. Teacher #1 has the right to then return to the position held prior to being transferred.

In cases in which the District will not guarantee restoration to prior position to a teacher requesting leave, that teacher shall be so informed and may withdraw the request for leave.

ARTICLE 9—MISCELLANEOUS CONTRACT PROVISIONS

- A. **Board Policies.** Each administrative office shall have available for the use of teachers one or more current copies of Board Policies. A procedure shall be established to permit the removal of the Policies from the office for a reasonable period of time.
- B. **Medical Examinations.** Pursuant to the restrictions contained in the ADA, the Board may require a teacher to receive a physical and/or mental examination:
1. Upon initial employment.
 2. Upon returning from a leave.
 3. To determine the existence of any condition which may impair the ability of the teacher to properly discharge the teacher's professional duties.
 4. To determine the existence of any condition which may be detrimental to the health of the students or other persons.
 5. Examinations required by the Board shall be conducted by a physician of the Board's choosing and shall be paid for by the Board.
 6. Teachers may have additional examinations with a physician of their own choice and at their own expense.
 7. X-rays and/or skin tests shall be provided by the Board.

ARTICLE 10 – CONTRACT ADMINISTRATION

A. **Definitions.** Except as otherwise expressly provided in this Agreement, the words and phrases, hereinafter set forth shall have the following meanings:

1. **Day** shall mean a calendar day unless otherwise specified.
2. **Part-Time Teacher** means a teacher regularly employed under contract for less than a full work week or a full work day. The fringe and leave benefits of a part-time teacher shall be proportionate to the number of hours employed per week.
3. **Teacher** shall mean a certified employee, expressly excluding the Superintendent, assistant superintendents, assistant to the Superintendent, principals, assistant principals, dean of students and athletic directors, and department heads while functioning in that capacity.
4. **Student-Teacher Ratio** shall mean all teachers except librarians, counselors, psychologists, speech therapists, special education teachers, social workers, elementary reading teachers, and teacher consultants.

B. **Individual Contracts.** All individual teacher contracts shall be subject and subordinate to the provisions of the Agreement and shall be subject to termination in accordance with the procedures herein set forth for the material breach of this Agreement or of the individual contract of employment or at the time of the termination of the teacher's tenure rights.

C. **Grievance Procedure**

1. **Application.** The Association or a teacher having a grievance concerning the interpretation or application of this Agreement, or a Letter of Agreement executed by the parties to this Agreement, which has not been satisfactorily resolved by the normal administrative procedures, may file a written grievance.

Written grievances as required herein shall contain the following:

- a. It shall be signed by the grievant(s) or union;
- b. It shall be specific;
- c. It shall contain a synopsis of the facts giving rise to the alleged violation;
- d. It shall cite the section or subsections of this contract alleged to have been violated;
- e. It shall contain the date of the alleged violation;
- f. It shall specify the relief requested.

2. **STEP ONE.** A teacher who believes he/she has a grievance shall first discuss the matter with his/her principal personally or accompanied by an Association Representative. It shall be the objective of both parties to resolve the matter in this informal manner. A teacher may in writing waive attendance at the informal conference and shall have the right to have an individual representative present. If the grievance is not resolved in an informal meeting, a written grievance must be filed within fifteen (15) work days of the occurrence of the incident, or reasonable knowledge thereof, with the building principal. The building principal shall reply in writing to the written grievance within ten (10) work days.

If the event that is cause for the grievance is a result of an administration action beyond the building level, a written grievance may be initiated at Step Two.

3. **STEP TWO.** If the written grievance is not resolved at Step One, the grievant may request a conference with the superintendent. This request shall be made within ten (10) work days of receipt of the Step One response and the conference must be held within ten (10) work days of the request. A representative of both parties shall be present. A teacher may in writing waive attendance at the conference and shall have the right to have an individual representative present. The superintendent shall file a written reply with each party at the conference within ten (10) work days after the completion of the conference.
4. **STEP THREE.** If the written grievance is not satisfactorily resolved at Step Two, the aggrieved party may, within thirty (30) calendar days, request that the grievance be submitted to arbitration before the American Arbitration Association in accordance with its rules and regulations. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement, nor shall the arbitrator have any authority to rule on the termination of services of a probationary teacher provided such termination results from properly applied evaluation procedures, as defined in Article IV. The arbitrator shall have no authority to rule on a grievance in which a teacher has filed a claim or complaint in another forum arising out of the same fact situation (including, but not by way of limitation, civil rights complaints, complaints with the Michigan Department of Labor, or any matter subject to the procedure specified in the Michigan Teachers' Tenure Act.) The cost of arbitration shall be shared equally by the parties unless the arbitrator in his/her sole judgment shall otherwise decide.
5. **General Procedure.** All grievances shall be in the form set forth in Appendix "A". All teacher grievances shall separately state the position of the Association. Any grievance which is not appealed within the time limit specified shall be considered to be withdrawn. Any grievance not answered by the Board within the time specified may be advanced to the next step by the Association. A grievance that continues into the summer, or is initiated in the summer, will not be held to the above timelines. Although every effort will be made to adhere to established timelines, timelines will be suspended when a party to the procedure is not available. Both parties will agree to extend the timelines with a written acknowledgement of the new timelines. The processing of grievances shall normally be outside of the work day and shall not interfere with the performance of professional duties.

6. Tenure teachers are to be covered by just cause except for those areas addressed by the Tenure Act. Probationary teachers shall be covered by just cause.
- D. **Policies and Other Agreements.** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.
- E. **Interpretations.** Captions are included only for convenience of reference and shall not modify in any way the language herein. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- F. **Notices.** Any notice given pursuant to this Agreement shall be deemed to have been received three (3) days following its deposit in the United States mail, postage prepaid, when addressed as follows:
 1. Office of the Superintendent
Comstock Public Schools
301 North 26th Street
Kalamazoo, Michigan 49048
 2. Current home address of the President of the Association as set forth on the records of the Board.
 3. **Teacher Address:** As set forth on the records of the Board or such other address as shall hereafter be furnished in writing.
- G. No grade given by a teacher shall be changed except by the following procedure:
 1. 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.
 2. If the teacher does not concur, the administrator requesting the grade change may submit the request to a review panel comprised of one (1) member 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.
 3. If the review panel concurs with the change, the change shall be made unless the teacher who gave the grade appeals the decision of the review panel to the Board of Education within ten (10) days following notification of the decision by the review panel.
 4. The Board of Education shall review the merits of the request for a grade change, and if a majority of Board members concur, the grade may be changed.
- H. **Scope.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

- I. **Distribution.** Copies of this Agreement shall be duplicated at the expense of the Board and shall be given to each teacher.
- J. **Term.** This Agreement shall become effective upon ratification and signing of both parties and shall continue in force and effect until midnight of August 31, 2005. The Agreement will be automatically renewed for successive periods of one (1) year unless either party notifies the other in writing of its desire to amend or terminate this Agreement at least ninety (90) days, nor more than one hundred twenty (120) days prior to midnight of June 30, 2005.

KALAMAZOO COUNTY EDUCATION ASSOC.
COMSTOCK EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS

Melanie Waltz, President

Dr. David M. Hutton, Superintendent

Chuck Corella, Uniserv Director

Schedule A
Salary Schedule 2005-2006*

Base \$29,938

Step	Index	BA	Index	BA+15	Index	BA+30
1	1.054	\$31,555	1.088	\$32,573	1.104	\$33,052
2	1.108	\$33,172	1.142	\$34,190	1.158	\$34,669
3	1.162	\$34,788	1.196	\$35,806	1.212	\$36,285
4	1.216	\$36,405	1.25	\$37,423	1.266	\$37,902
5	1.27	\$38,022	1.304	\$39,040	1.32	\$39,519
6	1.324	\$39,638	1.358	\$40,656	1.374	\$41,135
7	1.378	\$41,255	1.412	\$42,273	1.428	\$42,752
8	1.432	\$42,872	1.466	\$43,890	1.482	\$44,369
9	1.486	\$44,489	1.52	\$45,506	1.536	\$45,985
10	1.56	\$46,704	1.594	\$47,722	1.61	\$48,201
11	1.678	\$50,237	1.702	\$50,955	1.706	\$51,075
12	1.742	\$52,153	1.766	\$52,871	1.782	\$53,350
13	1.742	\$52,153	1.766	\$52,871	1.782	\$53,350
14	1.742	\$52,153	1.766	\$52,871	1.782	\$53,350

Step	Index	MA	Index	MA+15	Index	MA+30
1	1.122	\$33,591	1.156	\$34,609	1.19	\$35,627
2	1.176	\$35,208	1.21	\$36,226	1.244	\$37,243
3	1.23	\$36,824	1.264	\$37,842	1.298	\$38,860
4	1.284	\$38,441	1.318	\$39,459	1.352	\$40,477
5	1.338	\$40,058	1.372	\$41,076	1.406	\$42,093
6	1.392	\$41,674	1.426	\$42,692	1.46	\$43,710
7	1.446	\$43,291	1.48	\$44,309	1.514	\$45,327
8	1.5	\$44,908	1.534	\$45,926	1.568	\$46,943
9	1.554	\$46,524	1.588	\$47,542	1.622	\$48,560
10	1.628	\$48,740	1.662	\$49,758	1.696	\$50,776
11	1.712	\$51,255	1.746	\$52,273	1.78	\$53,290
12	1.8	\$53,889	1.834	\$54,907	1.868	\$55,925
13	1.888	\$56,524	1.922	\$57,542	1.956	\$58,560
14	1.962	\$58,739	1.996	\$59,757	2.03	\$60,775

* \$200 Lump sum payment to be paid off-schedule on the first pay after ratification.

Schedule A
Salary Index
Salary Schedule 2004-2005

Effective 1/21/05 through 8/31/05
182 Teacher Work Days

Base \$29,496 (2% Increase)

Step	Index	BA	Index	BA+15	Index	BA+30
1	1.054	\$31,089	1.088	\$32,092	1.104	\$32,564
2	1.108	\$32,682	1.142	\$33,684	1.158	\$34,156
3	1.162	\$34,274	1.196	\$35,277	1.212	\$35,749
4	1.216	\$35,867	1.25	\$36,870	1.266	\$37,342
5	1.27	\$37,460	1.304	\$38,463	1.32	\$38,935
6	1.324	\$39,053	1.358	\$40,056	1.374	\$40,528
7	1.378	\$40,645	1.412	\$41,648	1.428	\$42,120
8	1.432	\$42,238	1.466	\$43,241	1.482	\$43,713
9	1.486	\$43,831	1.52	\$44,834	1.536	\$45,306
10	1.56	\$46,014	1.594	\$47,017	1.61	\$47,489
11	1.678	\$49,494	1.702	\$50,202	1.706	\$50,320
12	1.742	\$51,382	1.766	\$52,090	1.782	\$52,562

Step	Index	MA	Index	MA+15	Index	MA+30
1	1.122	\$33,095	1.156	\$34,097	1.19	\$35,100
2	1.176	\$34,687	1.21	\$35,690	1.244	\$36,693
3	1.23	\$36,280	1.264	\$37,283	1.298	\$38,286
4	1.284	\$37,873	1.318	\$38,876	1.352	\$39,879
5	1.338	\$39,466	1.372	\$40,469	1.406	\$41,471
6	1.392	\$41,058	1.426	\$42,061	1.46	\$43,064
7	1.446	\$42,651	1.48	\$43,654	1.514	\$44,657
8	1.5	\$44,244	1.534	\$45,247	1.568	\$46,250
9	1.554	\$45,837	1.588	\$46,840	1.622	\$47,843
10	1.628	\$48,019	1.662	\$49,022	1.696	\$50,025
11	1.712	\$50,497	1.746	\$51,500	1.78	\$52,503
12	1.8	\$53,093	1.834	\$54,096	1.868	\$55,099
13	1.888	\$55,688	1.922	\$56,691	1.956	\$57,694
14	1.962	\$57,871	1.996	\$58,874	2.03	\$59,877

LONGEVITY PAYMENT

Many teachers hired into the District have been given professional experience credit pursuant to 7.12 7.A.2 of this Agreement. When such experience credit is added to a teacher's years of employment within the District, the parties are able to ascertain the years of experience for the purpose of eligibility for longevity payment.

The above-outlined procedure will be utilized in determining when a teacher is eligible for the longevity payment as set forth in this Section. A longevity payment of \$1,500 shall be paid beginning with a teacher's 28th year and each year thereafter.

Eligible teachers will have said longevity payment added to their base salary and paid throughout the year of eligibility.

Early Notice Incentive for Retirement

The District has agreed to make a one time lump sum payment of \$2,000.00 to any teacher who notifies the District of his/her intent to retire pursuant to the Michigan Teacher Retirement System provided the District receives such Notice of Intent to Retire on or before March 1 of the teacher's last year of service.

SCHEDULE B

Section 1: When a bargaining unit member is appointed to an extracurricular position, he/she shall be placed at the lowest percentage for such position and such percentage shall be applied to Step 1 of the BA Schedule.

In the second year of employment, the unit member will move to the middle percentage, which will be applied to Step 1 of the BA Schedule.

In the third year of employment, the employee will move to the highest percentage and such percentage will be applied to Step 1 of the BA Schedule.

In subsequent years, the next higher percentage will be applied to the progressive movement on the BA Schedule up to and including the 11th Step of said Schedule.

If an individual is being given a new assignment within the same sport or activity in a higher bracket, placement will be made on the Schedule so as to ensure a minimum raise of \$200.00. If a person is given an assignment within the same sport or activity which is in a lower bracket, the following rules will apply; experience in the sport or activity of three (3) to eight (8) years will result in a placement equal to four (4) years experience; experience in the sport or activity of nine (9) years or more will result in a placement with credit for six (6) years of experience.

Non-bargaining unit members filling extra-curricular positions will remain on the Step 1 compensation Schedule. If any such non-bargaining unit members are subsequently employed as unit members, they will be given credit at that time for all applicable Comstock experience.

Section 2: Compensation for any and all new Schedule B positions, extra-curricular and sports, which have been approved by the Board of Education, will be negotiated with the Association.

Section 3: Movement on the BA schedule for extra-curricular positions shall be up to and including the 6th step of Schedule A. This shall take affect for bargaining unit members beginning with the 1998-99 school year. The 1997-98 Schedule B employees shall remain on previous Schedule B agreement.

**SCHEDULE B
EXTRA CURRICULAR**

DESCRIPTION	STEP 1	STEP 2	STEP 3
H.S. Band Director	.11	.115	.12
Asst. Band Director	.10	.105	.11
Summer Band	.14	.14	.14
Yearbook	.0555	.0575	.06
Newspaper	.045	.0475	.05
H.S. Plays	.04	.0425	.045
H.S. Musicals	.04	.0425	.045
Student Council	.04	.0425	.045
Debate	.04	.0425	.045
Forensics	.04	.0425	.045
Senior	.06	.06	.06
Junior	.05	.05	.05
Sophomore	.04	.04	.04
Freshman	.04	.04	.04
Driver Training	\$20.10 / hour (Hourly rate to be increased each year same percentage as base salary)		
Elementary Student Council	.03	.035	.04
Odyssey of the Mind Coach	.03	.035	.04
Middle School Drama	.04	.0425	.045
Middle School Yearbook	.04	.0425	.045
M.S. Student Council	.04	.0425	.045
Middle School Newspaper	.04	.0425	.045
Middle School Athletic Director	.10	.101	.1025
Mentor Teachers	2% of BA Base Each Year/Mentee		
Alternative High School Yearbook	.01	.015	.02
Alternative High School Student Council	.03	.035	.04
National Honor Society	.03	.035	.04
Specialty Testing (KDI II)	\$20.10 / hour (Hourly rate to be increased each year same percentage as base salary)		

SCHEDULE B
ATHLETIC

Description	Year 1	Year 2	Year 3 and Beyond
Head Varsity Football Boys and Girls Varsity Basketball			
Percentage	.13	.135	.14
Varsity Volleyball, Varsity Wrestling 9 th Grade and J.V. Basketball Assistant Varsity Football Head 9 th and J.V. Football			
Percentage	.10	.105	.11
Head Cheerleading			
Percentage	.09	.095	.10
9 th Grade and J.V. Volleyball Varsity Baseball, Cross Country, Golf Softball, Tennis, Track			
Percentage	.08	.085	.09
Assistant Varsity Track J.V. and 9 th Grade Baseball J.V. Softball, Assistant Wrestling Assistant 9 th Grade and J.V. Football 7 th and 8 th Grade Basketball Assistant Cheerleading			
Percentage	.075	.08	.085
Middle School Sports			
Percentage	.07	.075	.08
Assistant Middle School Track			
Percentage	.06	.0625	.065

CURRICULUM PROJECTS DURING VACATION PERIODS

A teacher who has volunteered to participate in curriculum work during a vacation period shall be compensated as indicated in this provision.

The teacher(s) shall meet with the administrator responsible for such curriculum project, and they shall mutually determine the amount of time, which will be required to complete such work. The teacher shall be compensated at the rate of ten dollars and fifty-two cents (\$10.52) per hour for the amount of time so mutually per-determined.

SCHEDULE C

PLAN A

1. For the duration of this Agreement, the Board of Education shall provide each full-time teacher MESSA Super Care I hospitalization insurance. Such insurance shall include all benefits and policy offers, other than those termed optional, for each eligible teacher and his/her family.

For the duration of this Agreement, members will be responsible for paying their deductible. The deductible will be \$100 for a single subscriber and \$200 for two person and family. The prescription card will be \$5.00/\$10.00 co-pay.

2. The Board of Education shall provide for each full-time teacher MESSA Super Care I hospitalization insurance. The Employer shall pay an amount equal to 95% of the premium and the teacher shall pay an amount limited to 5% of the premium. (For the 2003-2004 school year this amount shall be Single Subscriber = \$21.30, 2 Person = \$47.71, Full Family = \$52,77.) Paid through flexible benefits plan.

Teachers will be responsible for paying their deductible. The deductible will be \$100 for a single subscriber and \$200 for two person and family. The prescription card will be \$5.00/\$10.00 co-pay.

3. The Employer shall establish and maintain an IRS approved flexible benefits plan which will allow teachers to pay for their premiums and any other allowable expenditures with pre-taxed wages.
4. Dental Insurance: The Board shall pay the premiums toward Delta Dental Insurance at 80-80-80 coverage.
5. Vision Insurance: The District shall provide a vision insurance program equivalent to VSP3. The District shall self-insure this vision program through a plan administrator as selected by the District.

OR

PLAN B

1. Options

A teacher may elect to receive or to waive coverage under a Health Benefits Plan for herself/himself and her/his eligible dependents.

A teacher who waives coverage in the Health Benefits Plan may have her/his compensation increased by an amount equal to the MESSA Super Care I single subscriber rate, which is reviewed on an annual basis. The teacher may use/receive the additional compensation as follows:

- A. The teacher may choose to apply all or part of the additional compensation toward the purchase of qualified benefits (options):

Supplemental term life insurance
Short term disability
Long term disability
Survivor income benefits
Dependent life insurance
Supplemental hospital insurance
Hospital confinement indemnity insurance
Tax sheltered annuity
Other Board-approved options may be added

- B. The teacher may choose to apply all or part of the additional compensation to her/his medical reimbursement account and/or her/his dependent care reimbursement account; and/or,
- C. The teacher may choose to receive all or part of the additional compensation through the employer's payroll system during the plan year to which the election relates.

2. Dental Insurance

The Board shall pay the premium toward Delta Dental Insurance at 80-80-80 coverage.

3. Vision Insurance

The District shall provide a vision insurance program equivalent to VSP3. The District shall self-insure this vision program through a plan administrator as selected by the District.

LETTER OF AGREEMENT

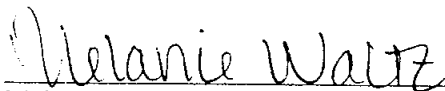
The parties recognize that educational consortia exist, and in all likelihood will continue to be developed as area schools attempt to provide broad educational service to students. The parties further recognize that such consortia can be most successful if developed in a manner which secures the support of the Association and teachers affected.

In securing such support, the Board will give proper consideration to the following Association concerns:

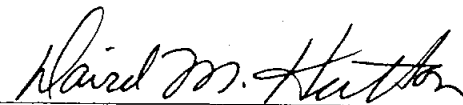
1. The employment of the Association represented teachers in any consortium;
2. The employment security of teachers affected by a consortium;
3. Fair selection of teachers to participate in a consortium based on the principles contained in provisions of Article 5, Section D of this agreement;
4. Full discussion of concern between the administrations and bargaining representatives of participating districts;
5. All understandings regarding wages, hours and working conditions should be reduced to a written agreement.

KALAMAZOO COUNTY EDUCATION ASSOC.
COMSTOCK EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS



Melanie Waltz, President



Dr. David M. Hutton, Superintendent

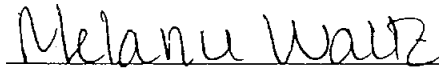
LETTER OF AGREEMENT

The District and the Association will cooperatively use their best efforts to assure that teachers dress in a manner which is tasteful and which is conducive to the goals of education. The parties agree that worn, torn, dirty, unfashionable or unsuitable attire impedes the achievement of educational goals and projects an unfavorable image of the School District and the teaching profession.

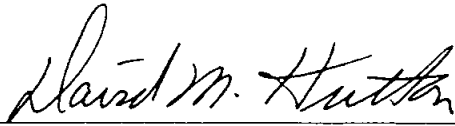
In attempting to promote the wearing of proper and desirable attire, the parties will form a joint committee of two (2) teachers appointed by the Association and two (2) administrators appointed by the Board. When a case of unacceptable attire is brought before the committee, the committee will review the matter, and if it finds the teacher involved to have dressed in an improper manner, shall make an appropriate recommendation to such teacher.

KALAMAZOO COUNTY EDUCATION ASSOC.
COMSTOCK EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS



Melanie Waltz, President



Dr. David M. Hutton, Superintendent

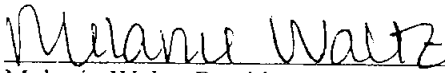
LETTER OF AGREEMENT

Snow days shall be made up in the following manner:

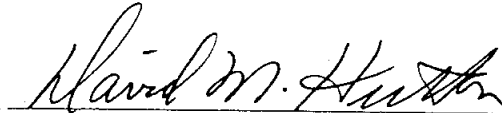
- A. The first 30 hours shall not be made up and teacher reporting shall be consistent with previous practice.
- B. In the event the District closes for 30 hours of inclement weather prior to the end of the second week in February, the third day shall be made up on the Monday of mid-winter break.
- C. Additional days shall be made up at the end of the school year.
 - 1. In the event hours must be made up at the end of a school year, students shall attend for ½ day on the teacher record day and such record day will be reduced to a ½ day.
 - 2. In the event more hours must be made up at the end of the school year, the current end-of-year calendar schedule will be pushed back to accommodate the appropriate number of necessary make-up days.

KALAMAZOO COUNTY EDUCATION ASSOC.
COMSTOCK EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS



Melanie Waltz, President



Dr. David M. Hutton, Superintendent

LETTER OF AGREEMENT

It is hereby agreed between the Kalamazoo County Education Association, hereinafter called the "Association," and the Comstock Public Schools, hereinafter called the "District," that the following represents 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.

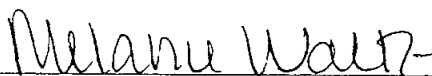
When a determination is made to fully include a severely handicapped student in the regular education program, the District will seek volunteers from regular education teachers relative to these students' placement. The District will continue its past conduct of early involvement of all affected staff in planning the included students, education 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 could result in a less than productive meeting. However, to improve this process, 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 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.

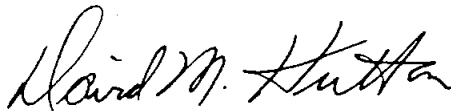
Some Special Education students may have particular needs for physical assistance. Aides will be employed when students are in need of procedures such as: clean intermittent catheterization, auctioning, ileostomy, colostomy. Special Education-training staff may be required to perform physical assistance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

KALAMAZOO COUNTY EDUCATION ASSOC.
COMSTOCK EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS



Melanie Waltz, President



Dr. David M. Hutton, Superintendent

LETTER OF AGREEMENT

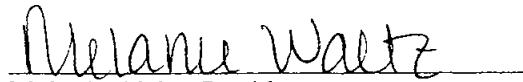
It is hereby agreed between the Kalamazoo County Education Association, hereinafter called the "Association," and the Comstock Public Schools, hereinafter called the "District," that the following represents the parties' understandings regarding school improvement, North Central accreditation, outcome based education and the District's strategic plan.

School improvement, North Central accreditation, PA 25 outcomes and the District's strategic plan are major efforts in the District which require the commitment of all members of the staff for necessary committee work. Committees involving these major projects continue to operate with excellent participation by the teaching staff. Participation on a building school improvement team will be voluntary and no teacher will be negatively impacted by his/her decision not to volunteer for such committee. The entire teaching staff needs to be involved in subcommittees related to North Central accreditation, school improvement and/or strategic planning. This total staff commitment is essential for the success of the efforts. The District recognizes that time commitment that many staff members are making to these projects. The District will schedule required meetings regarding these efforts in compliance with the Collective Bargaining Agreement. Any release time during the regular school day regarding the above-mentioned improvement efforts will be equitably distributed between levels and buildings in line with the needs of those staff members involved in such efforts.

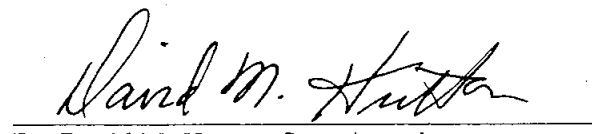
The District Level School Improvement Committee will be established to facilitate district-wide planning efforts and will serve in coordinating role for building-based activities. The President of the Association will be invited to serve on this Committee, as well as the chairs of each building level team. Other members of the District's School Improvement Committee will include administrators, parents and representatives of the Board of Education and community at large. Such committee will meet at least three (3) times per year.

KALAMAZOO COUNTY EDUCATION ASSOC.
COMSTOCK EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS



Melanie Waltz, President



Dr. David M. Hutton, Superintendent

Letter of Agreement

between

Comstock Public Schools

and

Kalamazoo County Education Association / Comstock Education Association

regarding

Implementation of School Calendar

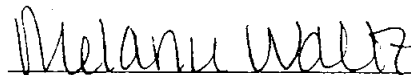
The Parties agree to implement the terms and conditions of employment as they are detailed in the Tentative Agreement on the School Calendar for the 2004-2005 school year.

The terms of this Letter of Agreement shall be enforceable through the Grievance Procedure found in Article 10 of the negotiated Agreement between the Parties.

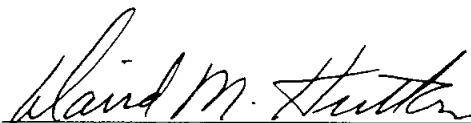
The terms of this Letter of Agreement shall become effective upon signing by the Parties.

KALAMAZOO COUNTY EDUCATION ASSOC.
COMSTOCK EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS



Melanie Waltz, President



Dr. David M. Hutton, Superintendent

Letter of Agreement

between

Comstock Public Schools

and

Kalamazoo County Education Association / Comstock Education Association

regarding

Implementation of Article 5 – Professional Services, Professional Development

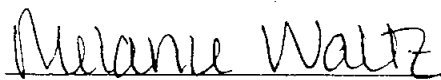
The Parties agree to implement the terms and conditions of employment as they are detailed in the Tentative Agreement on Professional Development for one (1) year – school year 2004-2005. This agreement will expire on June 15, 2005.

The terms of this Letter of Agreement shall be enforceable through the Grievance Procedure found in Article 10 of the negotiated Agreement between the Parties.

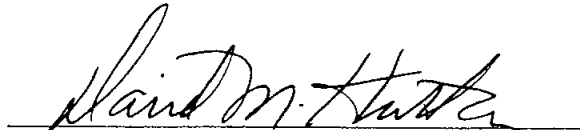
The terms of this Letter of Agreement shall become effective upon signing by the Parties.

KALAMAZOO COUNTY EDUCATION ASSOC.
COMSTOCK EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS



Melanie Waltz, President



Dr. David M. Hutton, Superintendent

Professional Development. The State Department of Education requirement for thirty (30) hours of Professional Development will be fulfilled through a combination of traditional Professional Development days and hours as described below. The content for these events will be planned by the District Professional Development Committee.

1. Three (3) Professional Development days will be built into the school calendar.
 - a. August 25, 2004
 - b. August 26, 2004
 - c. November 1, 2004
2. Teachers will satisfy the balance of the Professional Development requirement with twelve (12) hours of Professional Development. These hours represent two (2) teacher workdays to be completed outside the normal instructional day and will not be designated days in the school calendar. The twelve (12) hour requirement will be fulfilled by participating in activities that are in accordance with the Comstock Professional Development Guidelines, developed jointly by the CEA and the Administration, using the Michigan Department of Education Professional Development Guidelines as a reference.
3. A teacher who volunteers to make a Professional Development presentation shall:
 - a. Count personal Professional Development time for the preparation of the presentation at double the length of the presentation up to 6 hours (i.e. 1 hour presentation = 2 hours of preparation time; 2 hour presentation = 4 hours of preparation time; 3 hours of preparation time = 6 hours of preparation time). Personal professional development time may be counted only one time for each Professional Development presentation.
 - b. Teachers will be compensated for making a Professional Development presentation at the following rate:
 1. 1 hour presentation = \$50.00
 2. 2 hour presentation = \$75.00
 3. 3 hour presentation = \$100.00
4. Each teacher will be responsible for keeping track of all Professional Development hours. The teacher must record the hours monthly with the Building Principal and turn in the Annual Record of Professional Development to the Building Principal by May 1st.
5. The District Professional Development Committee will be comprised of five administrators, to be appointed by the Superintendent, and five CEA representatives, to be appointed by the CEA President.

GRIEVANCE REPORT
COMSTOCK PUBLIC SCHOOLS

APPENDIX "A"

Building

Assignment

Name of Grievant

Date of Alleged Violation

Synopsis of Grievance: _____

Applicable Portion(s) of the Agreement: _____

Relief Requested: _____

Signature of Grievant or Union

Date

BOARD POLICY 4112
QUALIFICATIONS – TEACHERS

All certified teachers in the Comstock Public Schools shall hold a baccalaureate degree from an accredited institution, evidence adequate professional education preparation, meet the regular certification standards of the Michigan Department of Education and be assigned to teach in areas in which they are properly trained, or otherwise authorized by the Michigan Department of Education.

If a teacher has a minor in a subject area and a minimum of two years effective teaching experience in the Comstock School System in that area during the past five years, he/she shall be considered qualified if North Central Accreditation standards are met.

In addition to professional preparation, all teachers shall have at least 40 semester hours of work in general education well distributed over such fields as English, history, social science, mathematics, fine arts, languages, science, philosophy, religion and psychology. Furthermore, teachers shall have had student teaching or shall have served an internship as part of an approved teacher education program in a higher education institution accredited by one of the regional accrediting associations.

All substitute teachers must have a valid Michigan teaching certificate issued by the Michigan Department of Education or temporary substitute teaching permit and be registered by the Kalamazoo Regional Educational Service Agency.

It is the responsibility of all teachers to apply for a certificate, certificate renewal, or change of certificate.

Discriminatory practices based on race, religion, ethnic background, gender, disability, height, weight, or age are not used in the placement, assignment or retention of certified personnel in the Comstock Public School District.

For the purpose of layoff, recall, transfer, vacancy and assignment, the following criteria shall be utilized in making decisions relative to a teacher's qualifications for an available position: Teacher qualifications in all areas will meet current North Central requirements and local requirements as listed in this policy.

Senior High – No requirements in addition to North Central.

Middle School – No requirements in addition to North Central.

Elementary Classroom –

1. Reading Recovery teachers must meet all qualifications of the National Reading Recovery program. One year experience in grade one or kindergarten.
2. Title I teachers must have at least nine (9) graduate hours in reading. Three years experience teaching reading.

Special Education – Teachers assigned to special education shall have the necessary qualifications and special education endorsements for such assignment.

2004 – 2005 School Calendar

August 23-24	New Teacher Orientation
August 25	Professional Development Day #1 (6 hours)
August 26	Professional Development Day #2 (6 hours)
August 27	All Staff
August 30	First Student Day -- All Students ½ Day
September 3-6	Labor Day Observance – No Students / No Teachers
October 29	End of 1 st Quarter – All Students ½ Day / PM Teacher Records (43 Days)
November 1	Professional Development Day #3 (6 hours) – No Students
November 2	First Day of 2 nd Quarter
November 9	Conferences* – All Students ½ Day
November 10	Conferences* – All Students ½ Day
November 11	Conferences* – All Students ½ Day
November 12	No Students / No Teachers
November 25-26	Thanksgiving Recess – No Students / No Teachers
December 20-31	Winter Recess – No Students / No Teachers
January 20	Exams – ½ Day HS and Alternative HS
January 21	Exams – ½ Day HS and Alternative HS
January 24	End of 2 nd Quarter – All Students ½ Day / PM Teacher Records (47 Days)
January 25	First day 3 rd Quarter
February 25-28	Mid-Winter Break
March 25	End of 3 rd Quarter – All Students ½ Day / PM Teacher Records (42 Days)
March 28	First day of 4 th Quarter
March 29	Conferences* – All Students ½ Day
March 30	Conferences* – All Students ½ Day
March 31	Conferences* – All Students ½ Day
April 1-8	Spring Break – No Students / No Teachers
May 30	Memorial Day Observance – No Students / No Teachers
June 2	Exams – All Students ½ Day
June 3	Exams – All Students ½ Day / Last Student Day – End of 4 th Quarter (43 Days)
June 6	Teacher Records Day

* Conference Times Determined By Building

** The school calendar is a matter of bargaining between the district and teachers union. Therefore, a final calendar may be different.

7/12/04

Comstock Public Schools Calendar 2004-05

AUGUST

M	T	W	T	F
16	17	18	19	20
23	24	25	26	27
30	31			

25 First Day Staff
30 First Day Students - ½ Day

SEPTEMBER

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

3-6 Labor Day Observance

OCTOBER

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

29 ½ Day Students / PM Records

NOVEMBER

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

9-11 Conferences - ½ Day
25-26 Students
Thanksgiving Recess

DECEMBER

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

20-31 Winter Recess

JANUARY

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

20- Exams - ½ Day HS only
21 ½ Day Students / PM Records
24

FEBRUARY

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

25-28 Mid-Winter Break

MARCH

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

25 ½ Day Students - PM
29-31 Records
Conferences - ½ Day
Students

APRIL

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1-8 Spring Break

MAY

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

30 Memorial Day Observance

JUNE

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

2-3 Exams - ½ Day All Students
Last Day for Students
6 Teacher Records Day

Month	Teacher Days	Student Days	Month	Teacher Days	Student Days
August	5	2	January	5	5
September	20	20	February	18	18
October	21	21	March	23	23
November	19	18	April	15	15
December	13	13	May	21	21
January	16	16	June	4	3
Semeter Total	94	90	Semester Total	86	85
Prof. Development	2		Total Days	182	175

INDEX

A

Academic or Certification Advancement, 19
Administrative Leaves, 27
American Arbitration Association, 29
Arbitration, 29
Association Check-Off, 1
Association Leaves, 3
Association Meetings, 3
Association Representation - Discipline, 7

B

Bubble Class, 14

C

CALENDAR, 50
Class Size Criteria, 11
Consortium, 5
Court Leave, 25

D

Deductions, 20
Definitions, 29
Dental Insurance, 38
Disciplinary action, 7

E

Early Notice Incentive for Retirement, 34
Evaluations - Probationary, 4
Evaluations - Student, 7
Evaluations, Teacher, 4

F

Facilities and Equipment Use, 1
Family and Medical Leave, 22
Funeral Leave, 26

G

General Duties, 10
Grade Change, 31
Grievance Form, 48
Grievance Procedure, 29

H

Health and Hardship Leave, 26
Health Insurance, 38

I

IEPC, 43
In-Service & Curriculum Meetings - Notice, 12

J

Just Cause, 7

L

Layoffs and Recall, 16
LEAVES, 22
Letter of Agreement - Education Consortium, 40
Letter of Agreement - School Improvement, 44
Letter of Agreement - Snow Days, 42
Letter of Agreement - Special Education, 43
Letter of Agreement - Teacher Dress, 41
LONGEVITY PAYMENT, 34
Lunch Periods, 10

M

Maternity Leave, 25
Medical Examinations, 28
Mentor/Mentee, 11
Military Reserve Leave, 27

P

Parent-Teacher Conferences, 7
Part-Time Teachers, 11
Personal Leave, 25
Personnel Files, 4
Planning Time, 10
Posting, 15
Professional Assignments, 13
Professional Conduct, 7
Professional Experience, 19
Professional Growth Leaves, 2P

Progressive Discipline, 8
PROJECTS DURING VACATION, 37
Proper attire, 41

Q

QUALIFICATIONS – TEACHERS, 49

S

Salary Steps, 20
SCHEDULE A - Salary, 33
SCHEDULE B, 35
SCHEDULE B - Extra Curricular Pay, 36
SCHEDULE C, 38
SCHEDULE C - Insurance, 38
School Closings, 12
School Improvement, 44
School Improvement Committee, 44
School Year, 10
Service Fee, 1
Sick Leave, 22
Snow Day Make Up, 42
Snow Day Make Up - Letter of Agreement,
42
Snow days, 42
Special Education, 43
Strike, 3

Student Teachers, 11
Substitution for Other Teachers, 10
Summer Vacancies, 15

T

Table of Contents, i
Teacher Assignment Committee, 14
Teacher Dress (Attire), 41
Teacher Qualifications, 49
Teacher Work Year, 20
Term of Agreement, 32
Tuition Reimbursement, 21

V

Vacancies, 14
Vacancies - Summer, 15
Vision Insurance, 38

W

Wages, 20
Work Load, 11
Work Year, 20