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6/30/2000

**Agreement**

*between*

**Kalamazoo County Education Association**

*and*

**Climax-Scotts Community Schools**

**JULY 1, 1997**

**through**

**June 30, 2000**

*Climax-Scotts Community Schools*

# COLLECTIVE BARGAINING AGREEMENT

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## COLLECTIVE BARGAINING AGREEMENT

1997-2000

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

WITNESSETH:

**1.1 Purpose.** The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the teachers for the mutual benefit of the public, the Employer, the Association, and the teachers.

**1.2 Recognition.** The Employer recognizes the Association as the sole and exclusive collective bargaining representative for all K-12 teachers employed for the regular school year provided, however, that such recognition shall not bar the Employer from negotiating during the contract period with such representatives as may hereafter be selected by the teachers to represent them during the next contract period in accordance with rules promulgated by the Michigan Employment Relations Commission.

## AGENCY SHOP

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

This fund shall be administered by a committee composed of the association (Climax-Scotts Education Association) president, the Association (Climax-Scotts Education Association) treasurer and one (1) Board of Education representative. The funds for such account shall be deposited in a separate account in the school employees credit union. Recipients shall be students of the Climax-Scotts school district.

## PROFESSIONAL DUTIES

**3.1 Contract Period.** The number of work days shall be as set forth in the School Calendar, provided, however that the Employer, 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 regulations.

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

**3.21 Classroom Teachers.** A teacher regularly assigned as classroom teacher shall be entitled to receive:

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

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

- A. One (1) principal shall be designated to coordinate all of the activities and assignments of such teacher in order to avoid conflicts in scheduling, and the teacher shall be notified at the beginning of each school year of such designation; and,
- B. The teacher shall be entitled to receive an evaluation from each principal.

**3.23 General Professional Duties.** Each teacher shall, to the extent required for the proper discharge of his professional obligations, participate in faculty, departmental and curriculum meetings; in-service training programs, homeroom assignments; student-teacher, parent-teacher, and administrator-teacher conferences; and such other professional activities as heretofore performed by the teachers or as may reasonably be required. Bus duty shall not be considered to be a duty to be performed by teachers.

- A. **Faculty Meeting Notice.** When possible, an administrator shall give all affected staff a minimum, of three (3) school days notice of all faculty and departmental meetings. Such notice should include a proposed agenda and approximate duration.

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

**3.3 Academic Freedom.**

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

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

*Professional Duties Cont'd*

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



## VACANCIES, PROMOTIONS AND TRANSFERS

**4.1 Professional Assignments.** Both parties recognize the desirability of placing each employee in a position which will effectively use the teacher's experience while providing for the staffing needs of the Employer.

**4.2 Assignment Criteria.** Vacancies shall be filled on the basis of certifications, including the teacher's experience and ability to relate to the particular age and subject area. When the above conditions are equal the applicant with the greater seniority shall be given the position.

**4.3 General Procedure.** The Employer shall establish a written procedure, which procedure shall be in accord with the following provisions:

- A. The request by a teacher for an assignment to a different class, building, or position shall be made in writing to the Employer. The application shall set forth the name and address of the teacher, the reasons for the assignment request, the school, grade, or position sought, and the applicant's qualifications.
- B. Professional assignments shall ordinarily be within the scope of a teacher's certificate or his/her major or minor field of study.
- C. All bargaining unit members shall be given written notice of their tentative assignment for the forthcoming school year no later than June 1<sup>st</sup>. When possible, such tentative assignment shall include building and grade level for elementary teachers, and building, department(s) and a listing of probable courses to be taught for the secondary teacher. All changes in a teacher's tentative assignment made subsequent to June 1<sup>st</sup>, shall be communicated to the teacher immediately.
- D. Where involuntary transfers are made, the Employer shall, when requested, provide the affected teacher and the Association with written reasons for the transfer.
- E. An assignment request shall expire at the time the vacancy is filled, upon the termination of the employment of the teacher or the expiration of twelve (12) months, whichever shall first occur.

**4.4 Notice of Vacancies.** It is the objective of the parties to provide a procedure for the notification of teachers of the existence of present and future vacancies in the bargaining unit. The following guidelines shall be observed:

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

*Vacancies, Promotions - Cont'd.*

- D. A vacancy shall occur upon the resignation, termination or retirement of a bargaining unit member and upon a determination by the School District that the duties and responsibilities of the vacated position will be continued. Newly created positions by the School District shall be considered a vacancy. Newly created positions shall be defined as assignments not currently contained within the curriculum or additional grade positions. Teachers shall be notified of such vacancies and given the opportunity to apply for newly created positions.
- E. Changes in grade or subject assignment shall be voluntary to the extent possible; provided, however, that if the employer has determined that more than one teacher is certified and qualified for the position to be filled, then the least senior teacher shall be transferred.

**4.5 Scheduling.** Before proposed schedule changes are implemented for the ensuing academic year, the administration shall seek input from the Association and the affected teachers. The Association agrees to make reasonable written responses to the proposed schedule change.

## COMPENSATION AND BENEFITS

### **5.1 Basic Compensation.**

- 5.11 Compensation Schedule.** The basic compensation of each teacher shall be as determined and set forth in Schedule A.
- 5.12 Professional Experience.** The employer shall place a new professional employee on a salary step not to exceed ten (10) years based on his/her current years of teaching or related experience.
- 5.13 Academic or Certification Advancement.** Academic or certification advancement shall be made at the beginning of the first semester following such advancement, provided that the teacher shall submit verification of such advancement not later than thirty (30) days after the beginning of the semester.
- 5.14 Salary Steps.** A teacher shall advance to the next salary step automatically upon the satisfactory completion of each two (2) semesters of instruction. A teacher shall not advance to the next salary step if, prior to the time for such advancement, the Employer shall give the teacher a definite written statement of unsatisfactory service. For the purpose of this provision, unsatisfactory service shall include the failure of a teacher to maintain the minimum professional standards herein set forth, the material breach by the teacher of his individual contract of employment or the provisions of this Collective Bargaining Agreement. The teacher shall be entitled to file a written reply and shall have the right to a private or public hearing before the Employer, if requested within fifteen (15) days after receipt of such notice of unsatisfactory service.

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

- 5.21 Student Activities.** Compensation for student activities shall be paid as set forth in Schedule B.
- 5.22 Substitute Instruction.** A teacher required to serve as a substitute shall receive for each period of instruction compensation as set forth in Schedule A.
- 5.23 Extended Contract Period.** A teacher required to work in excess of the contract period herein before set forth shall be entitled to a proportionate increase in compensation.
- 5.24 Professional Assignments.** The Employer may provide additional compensation for professional assignments requiring additional professional responsibility, effort or skill. The amount of such compensation shall be determined by the Employer, and the additional compensation shall terminate upon the completion of the assignment. A written record of any compensation paid under this provision shall be maintained during the contract year and shall be available for the inspection by authorized representatives of the Association.

### **5.3 Unemployment Compensation.** A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teacher position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

## *Compensation and Benefits Cont'd*

- A. The total unemployment compensation plus salary earned by the employment in the District shall not be below that which the employee would have received had he/she been employed the entire school year.
- B. The salary earned through employment in the District shall not be less than his/her salary for the same or similar period for the preceding school year.

**5.4 Transportation and Reimbursed Expenses.** A teacher regularly using his/her automobile on school business shall be reimbursed every two (2) months at the I.R.S. rate provided the teacher had prior approval for such use from the Administration. It is the obligation of the teacher to notify the Employer of the nature of reimbursed expenses and the number of miles driven on school business. The Employer shall have the right to provide transportation in lieu of reimbursement, or to require as a condition of reimbursement proof of insurance and a safety inspection.

**5.5 Fringe Benefits.** The Employer shall provide fringe benefits as set forth in Schedule C.

**5.6 Retirement Allowance.** Retirement allowance shall be paid as set forth in Schedule D, provided that this provision shall give no vested right to any teacher to such allowance, and provided further that a teacher's right to the allowance shall be governed by the retirement allowance provision, if any, set forth in the Collective Bargaining Agreement in the year of retirement.

**5.7 Pay Periods.** The basic salary shall normally be paid in twenty-six (26) installments, plus additional compensation, if any, provided, however, that if a teacher shall prior to April 1 not return for the next school year, he shall be entitled to receive the unpaid portion of his compensation upon the satisfactory completion of his current professional assignment. A teacher may elect to be paid such basic salary in twenty-one (21) installments if such election is made in writing to the Employer on or before the July 1. The employer shall circulate salary election forms in May of each year.

**5.8 Deduction.** The Employer shall establish a procedure for the deduction of membership dues of the Association, the Michigan Education Association, the National Education Association, the School Employees Credit Union, and such other deductions as may be required by law or be mutually agreed upon. Except as otherwise permitted by law, all deductions shall require the prior written approval of the teacher.

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

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

*Compensation and Benefits - Cont'd.*

**5.9 Professional Advancement.** Teachers returning to school for professional advancement beyond the eighteen (18) semester hours required to attain a continuing certificate shall be reimbursed at the rate of up to forty (\$40) dollars per semester credit hour for all such administratively-approved coursework. Reimbursement shall be made to the teacher after the course is concluded and the administration has been furnished verification of successful coursework completion. Successful coursework completion shall be established by the standard of the credit-granting institution. To be eligible for reimbursement, the coursework shall first be approved by the Superintendent and shall relate to the teacher's assignment or an area of study which will directly benefit the School District. Requests for approval of coursework shall be submitted to the Superintendent at least thirty (30) days before courses are to be started. The Superintendent should approve or deny a request for reimbursement at least fifteen (15) days before the first day of classes.

## **AUTHORIZED ABSENCE**

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

### **6.1 Sick Leave.**

#### **6.11 Use.** Sick leave may be used:

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

#### **6.12 Number of Days.** Each teacher shall be credited at the beginning of each school year with ten (10) days of sick leave with pay.

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

#### **6.14 Unused Days.** Unused sick leave may accumulate up to a maximum of one hundred twenty (120) days. If employment is terminated, any accumulated sick leave shall be canceled and the teacher shall not be compensated either in terminal pay or otherwise. If a teacher shall not complete the contract period, the Employer shall be reimbursed for any days or fractions of days, used in excess of the proportionate leave days earned as of the termination date. The amount of unused sick leave shall be certified at least each twelve (12) months by October 1 of each year.

#### **6.15 Verification.** Verification by competent medical authority may be required.

*Authorized Absence - Cont'd.*

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

- 6.21 Use.** Personal leave shall be used for legitimate business, religious, or family obligations which cannot reasonably be scheduled outside of the regular work day. It shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation, or other similar purpose.
- 6.22 Notice.** A request for personal leave shall be made in writing at least forty-eight (48) hours in advance, except in an emergency. A response to such request shall be made to the teacher within 24 hours of the request.
- 6.23 Procedure.** The procedure for the granting of personal leave shall:
  - A. Provide that the written request for personal leave shall constitute a certification by the teacher that the leave will be used for the purposes herein set forth. No specific description of the intended use of a leave shall be required.
  - B. Be scheduled with building administrator only if a conflict occurs.
- 6.24 Allocation.** Personal leave days shall be allocated in hourly increments and shall not accumulate.

**6.3 Court Leave.** A teacher shall be entitled to leave with pay less any fees paid, for jury service or when subpoenaed as a witness in which the teacher is not a party to the litigation, provided, however, if the Employer determines that the absence of a teacher will materially interfere with the instructional program, the Employer shall have the right to request that the teacher be excused or have such service rescheduled to a time which does not conflict with the discharge of his professional responsibilities. The teacher shall return to his duties whenever his attendance in court is not actually required.

**6.4 Funeral Leave.**

- A. **Immediate Family.** A teacher shall be entitled to receive up to three (3) days' leave with pay due to the death of his spouse, mother, father, child, stepchild, brother, sister, grandparent, or his current mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent-in-law, grandchild, or anyone who permanently resides with the teacher to the extent reasonably required to attend the funeral of the deceased person. Up to two (2) additional days, deducted from sick leave, shall be granted to attend the funeral of brother, sister, grandparent, current mother-in-law, father-in-law, sister-in-law, brother-in-law or grandparent-in-law, or person who permanently resides with the teacher or if the funeral is 200 or more miles from the School District. A teacher shall be granted up to two (2) additional days deducted from sick leave to attend the funeral of his/her spouse, child, stepchild, mother, or father no matter where such funeral is to be held.
- B. **Others.** A teacher may receive up to one (1) day of leave with pay, such leave to be deducted from sick leave, in order to attend the funeral of other relatives or persons whose prior relationship to the teacher would be sufficient to warrant such attendance by the teacher.

*Authorized Absence - Cont'd.*

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

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

Leave may be with or without pay and the terms of the leave, including credit on the salary schedule, if any, shall be mutually agreed upon by the teacher and the Employer prior to the commencement of such leave. No leave shall be denied by the Employer which might reasonably impair the physical or mental health of a teacher. A leave pursuant to this provision shall not be terminated early without the prior permission of the Employer.

**6.6 Unpaid Personal Leave.** Upon written request, a teacher may be granted up to five (5) unpaid personal leave days during the life of this Agreement. If a teacher desires an unpaid leave of two (2) or less days, such request must be submitted to the teacher's immediate supervisor at least five (5) days prior to the commencement of the requested leave. If a teacher desires an unpaid leave of three (3) or more days, such request must be submitted ten (10) days prior to the commencement of the requested leave. Such leave request shall be granted on a first-come, first-served basis and may be denied if more than two (2) teachers in the District have been granted such unpaid leaves for any of the requested days off. Such unpaid leaves may be denied during parent/teacher conferences, during examination periods or for days immediately preceding or immediately following a scheduled vacation period. (The granting of such a leave during the aforementioned periods shall never constitute a past practice.) Prior to taking such leave, the teacher must provide approved lesson plans for the scheduled days of absence. Such unpaid leaves are not to be used in lieu of any other leave provisions provided by this Agreement.

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

1. **Purpose of Leave.** Unpaid leave may be granted for any of the following reasons:
  - a. to care for the employee's child after birth or placement for adoption or foster care;
  - b. to care for the employee's spouse, son, daughter or parent who has a serious health condition; or
  - c. for a serious health condition that makes the employee unable to perform the employee's job.

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



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

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

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

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

*Authorized Absence - Cont'd.*

**4. Return to Work.** Upon return from a leave of twelve (12) weeks or less, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms consistent with the seniority provisions of this Agreement and the school regulations of the FMLA. The employee will not lose any employment benefit that accrued prior to the start of the leave every effort will be made to return employees on leaves in excess of twelve (12) weeks to the same or a comparable position.

**5. Eligibility Year.** For purposes of determining eligibility for a leave, Climax-Scotts hereby adopts a rolling 12 month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

## **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

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

- 7.11 Communications.** Each teacher will have a mailbox. A designated bulletin board in each teachers' lounge will be used for the purpose of giving notice of meetings, elections, the results of elections and related matters.
- 7.12 School Facilities.** The use of school buildings at reasonable hours for meetings, and the use of school equipment (including typewriters, computers, copiers, adding machines and audio-visual equipment) provided that it shall pay the reasonable cost of any materials, or supplies, and for any damage, and provided further, that such use shall not interfere with the primary educational use of such facilities or equipment.
- 7.13 New Consortium.** Should the Climax-Scotts Community School enter into a consortium arrangement with a neighboring Kalamazoo County School District, Climax-Scotts School teachers who are hired by the neighboring District to work in such program shall be granted an unpaid leave of absence from the School District. The employee shall be subject to the provisions of the Collective Bargaining Agreement of the employing School District. Upon return the teacher will be placed in the same or a comparable position.

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

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

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

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

**7.3 Association Business Leave.** Upon written approval by the CSEA President, the Board shall provide without cost to the Association, seven (7) Association business leave days each school year. When such days are exhausted, the Board shall provide an additional six (6) days of Association business leave for which the Association shall reimburse the Board at the per diem substitute teacher rate of pay.

*Association Rights and Responsibilities Cont'd*

**7.4 Curriculum Input.** Should the Board contemplate curriculum change during or for the ensuing school year, the staff of the building affected shall be notified as soon as possible. The opportunity shall be afforded for input to the appropriate administrator. The Board shall not make curriculum changes without the opportunity for input from the staff. This input should be made through Site-Based District School Improvement Committee after input from building level teams.

## LAYOFFS AND RECALL

**8.1 Determination.** The Employer shall have the right to reduce the number of teachers in a given subject area, field or program or to eliminate, consolidate or otherwise reduce in scope teaching positions or assignments. The Employer shall notify the Association in writing of its intentions to do so and the reasons therefor.

**8.2 Layoff Procedure.**

- A. Teachers shall be laid off in the order of seniority starting with the least senior teacher provided that the remaining teachers are certified and qualified to perform the duties of the position(s) to be filled.
- B. The Employer shall whenever practicable give not less than ten (10) calendar days' notice of layoff.
- C. Any layoff shall suspend for the duration of the layoff the Employer's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a teacher shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.
- D. If it should become necessary to reduce the assignment of a full-time teacher to a part-time status, affected teachers with the greater seniority may displace a less senior teacher in order to retain a full-time position with the School District, provided that said teachers are fully certified and as qualified as the displaced teacher.

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

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

**8.4 Seniority.** The Employer shall furnish the Association an up-to-date seniority list by October 15<sup>th</sup> of each year. The Association shall notify the Employer of an error in the seniority list within twenty (20) work days from receipt. The names of all certified employees shall be listed in order of their service dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same service date, their social security numbers shall be used in determining their respective positions on the seniority list, with the teacher having the lowest number being assigned first to the seniority list. Anyone on layoff shall remain on the seniority list unless they have not met the recall procedures set forth in 8.3B.

*Layoffs and Recall Cont'd*

**8.5 Interpretation.** For the purposes of this Article:

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

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

## EVALUATION

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

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

## TEACHER RIGHTS AND RESPONSIBILITIES

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

### **10.10 Sexual Harassment.**

- A. Sexual harassment against (or by) bargaining unit members will not be tolerated in the Employer's employment practices (and/or educational programs or activities). Sexual harassment for the purposes of this Article is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
  - 1. Submission to the conduct is made either an explicit or implicit condition of employment (or participation in an educational opportunity or activity);
  - 2. Submission to or rejection of the condition is used as the basis for an employment (or an educational) decision affecting the harassed unit member (or individual), or
  - 3. The harassment substantially interferes with a bargaining unit member's (or other individual's) work (or educational) environment or creates an intimidating, hostile, or offensive work (or educational) environment.
- B. Definition: for the purposes of this article, sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature as determined by a reasonable person of the complainant's gender. It refers to behavior which is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale, and that therefore interferes with the complainant's work (or academic) effectiveness. Sexual harassment includes, but is not limited to, the distribution or displaying of sexually suggestive or related photographs, drawings, and graffiti; sexually degrading words and innuendoes; sexual advances and propositions; and verbal or physical abuse of a sexual nature.
- C. Member protection: any bargaining unit member accused of sexual harassment shall be entitled to all the protections of this agreement, including, but not limited to just cause.
- D. Process: any bargaining unit member who is dissatisfied with the Employer's response to his/her complaint of harassment may file a grievance. However, when use of the grievance procedure would result in the accused harasser's hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The Employer assures employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the Employer permit or engage in retaliation of any kind against any employee who initiates a complaint.



*Teacher Rights - Cont'd.*

- 10.11 **General Competence.** A teacher shall maintain such level of professional competence as may be required to adequately discharge his professional responsibilities.
  - 10.12 **Preparation for Professional Assignments.** Adequate prior preparation for a professional assignment is essential. Such preparation includes the development of lesson plans, teaching aids or such other materials as may be necessary for the planning, preparation, presentation and review of the instruction to be presented by the teacher or as may be required by a substitute teacher.
  - 10.13 **Student Discipline.** A teacher shall maintain such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.
  - 10.14 **Conferences.** A teacher shall be reasonably available for consultation with students, parents, members of the professional staff and others.
  - 10.15 **Student Evaluation.** Each student shall be fairly and impartially evaluated in accordance with guidelines established from time to time by the Employer for the evaluation of students.
  - 10.16 **Rules and Regulations.** The responsibility of a teacher for the enforcement of the rules and regulations of the Employer is not limited to the teacher's classroom. A teacher shall assist in the enforcement of such rules and regulations of the Employer as may be from time to time promulgated and shall comply with all applicable laws, regulations, policies and directives which are not contrary to law or to the terms of this Agreement.
  - 10.17 **Safety of Students.** A teacher shall make every reasonable effort 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 Employer which may reasonably cause injury to persons or property.
  - 10.18 **False Official Statements.** A teacher shall not knowingly withhold or misrepresent material information concerning the teacher's professional qualifications or the discharge of his professional duties.
- 10.2 **Personnel Files.** The District shall maintain one (1) central personnel file for each teacher. The teacher shall be notified and given a copy of all information placed in such personnel file. Any information to be placed in such file shall be placed in the file within a reasonable period of time of the event or the occasion to which it refers. The teacher shall have the right, upon reasonable prior request, to review the contents of his/her personnel file. A representative of the Association may accompany the teacher at the request of the teacher. The files shall be reviewed in the presence of an administrator responsible for the safekeeping of the file. The credentials and references of the teacher shall not be subject to review.
- 10.3 **Support for Classroom Control.** The Board recognizes its responsibility to give reasonable support and the proper assistance to teachers with respect to the maintenance of classroom control and discipline.
- 10.4 **Citizen Complaints.** Complaints by a citizen not involved in a matter which could be referred to law enforcement authorities directed towards a teacher which may result in discipline of the teacher shall be promptly called to the teacher's attention.

*Teacher Rights - Cont'd.*

**10.5 Discipline.** Any verbal complaint by a person directed toward a teacher may be called to a teacher's attention. However, no report shall be made or disciplinary action taken against a teacher unless said complainant has made an official complaint, been identified, and said complaint has been brought to the teacher's attention and verified. The teacher shall be notified within ten (10) school days after receipt of said complaint.

- A. The employer agrees to follow a policy of progressive discipline which minimally includes an oral or written warning, written reprimand, suspension with or without compensation or benefits, or discharge. In recognition of the concept of progressive discipline, the employer shall notify the teacher in writing of alleged delinquencies, specify expected correction and establish a reasonable period for correction.
- B. A building representative of the association may, if the teacher so desires, accompany the teacher in review of such complaint.
- C. In the event a written report is included in a teacher's personnel file as a result of action taken under this section, the teacher may prepare a written response which shall be included in his/her file and attached to said report.
- D. The administration and Board both recognize that in cases involving discipline, it is the burden of the administration to establish just cause for the discipline imposed. This includes the obligation to first present its evidence during hearings before the Board or an arbitration under the grievance procedure. It is also understood that discipline will be imposed within a reasonable period of time after the offense or after the time of knowledge of the offense.
- E. So that new administrators will not be prejudiced by attitudes and styles of their predecessors concerning teachers, principals will review their annotated/anecdotal files and pull any information that is over one (1) year old, if they are leaving that building or the District.

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

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

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

- A. The administrator requesting a grade change shall state reasons for the requested change to the teacher. If the teacher concurs with the reasons given, the grade shall be changed.
- B. If the teacher does not concur, the administrator requesting the grade change may submit the request to a review within ten (10) days 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.

*Teacher Rights - Cont'd.*

- C. If the review panel concurs with the change, the change shall be made unless the teacher who gave the grade appeals the decision of review panel to the Board of Education within ten (10) days following notification of the decision by the review panel.
- D. 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.

**10.7 Dress Code.** If the School District desires to implement a dress code for the teaching staff, the issue will be submitted to the District-Wide School Improvement Team. The District-Wide School Improvement Team shall determine if a dress code should be considered and, if affirmative, shall be responsible for the development of such code.

**10.8 Reporting Time.** Teachers shall report to the building at least 15 minutes before the start of school and in their classrooms at least 10 minutes before school begins, ready to receive students and may leave at normal student dismissal time. (3:00 p.m. on Afternoon Staff Development Days)

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

## GRIEVANCE PROCEDURE

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

## *Grievance Procedure Cont'd*

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

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

## PROFESSIONAL RELATIONS COMMITTEE

**12.1 Purpose.** It is the objective of the parties:

- A. To improve the communications between the Employer and the teachers.
- B. To provide for appropriate participation by teachers in the development of recommendations for the consideration of the Employer in all areas in which the teachers have a professional responsibility.
- C. Both the District and the Association may bring up for discussion and/or resolution matters of mutual concern.

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

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

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

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

## **NEGOTIATIONS**

**13.1 Rules.** Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that all proceedings shall be closed to the public.

**13.2 Negotiators.** Neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District; however, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make and consider proposals. No agreement between the parties shall be effective until it has been approved by the parties.

**13.3 Renegotiation.** The negotiation of a new agreement shall begin upon written request of either party made no more than ninety (90) days prior to the expiration of this Agreement. (See Schedule A-3.)

## CONTRACT ADMINISTRATION

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

For the purpose of this Agreement:

- 14.11 Teacher.** Teacher shall mean all K-12 certified classroom teachers, excluding teachers' aides, the Superintendent, Assistant Superintendent, principals, assistant principals, and all other administrative and clerical positions.
- 14.12 Part-Time Teacher.** Part-time teacher means a teacher regularly employed under contract for less than a full work week and/or a full work day. The fringe and leave benefits of a part-time teacher shall be substantially proportionate to the number of hours employed per week.
- 14.13 Captions.** Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.
- 14.14 Masculine Includes Feminine.** Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.
- 14.15 Schedule Modification.** The Employer may alter the work schedule to the extent that the Employer determines necessary to comply with applicable local, state, or federal laws and regulations; the availability of utilities; or for other circumstances beyond the control of the Employer.
- 14.16 Subordination.** Any individual contract or letter of agreement between the Employer and a teacher for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
- 14.17 Prior Practices.** This Agreement shall supersede any existing rules, regulations, or practices of either party which are contrary to or inconsistent with its terms.
- 14.18 Right to Modify.** The rights of either party or of a teacher to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in the course of subsequent negotiations by mutual agreement. Any benefit set forth in this Agreement shall be subject and subordinate to any such subsequent change.

**14.2 Policies and Other Agreement.** The Employer shall consult the Association prior to the adoption of any policy made pursuant to this Agreement and shall furnish the teachers a copy of any such policy thereafter adopted by it, including any amendments thereto, provided, however, that nothing in this Agreement shall limit the right of the Employer to adopt policies, initiate programs and enter into agreements with teachers or others for the performance of administrative duties or the rendering of other services which are not contrary to the terms of this Agreement.



*Contract Administration - Cont'd.*

**14.3 Management Rights.** The Association recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, the right to manage and direct the operation and activities of the School District and to supervise the teachers is vested solely and exclusively in the Employer.

**14.4 Association Representatives and Activities.**

**14.41 Association Representative.** The Association shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

**14.42 Association Activities.** Except by the express agreement of the Employer, the performance of the duties of a teacher shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent an authorized representative of the Association from having such reasonable contact with members of the bargaining unit as shall be necessary to ascertain terms of this Agreement are being observed.

**14.5 Non-Discrimination.** Each party agrees that it will not discriminate against any teacher by reason of the participation or non-participation of a teacher in the Association, the institution of any complaint or because of the age, race, creed, sex, marital status, or religion of any such teacher.

## **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

**15.4 Effective Date and Termination.** This Agreement shall be effective July 1, 1997, and shall remain in full force and effect until midnight June 30, 2000.

**15.5 Calendar** for 1997—98 is already agreed upon. The 1998—99 and 1999—2000 calendars will be established by the Superintendent and Association president by mutual agreement by June 1<sup>st</sup> of each year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 23rd day of February, 1998.

KALAMAZOO COUNTY EDUCATION ASSOCIATION

CLIMAX-SCOTTS COMMUNITY SCHOOLS DISTRICT NO. 31

By: Dan Madejczyk  
Kalamazoo County EA, Dan Madejczyk

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

By: Diane J. Stoddard  
CSEA President, Diane Stoddard

By: Judith J. Longman  
Its President, Judith Longman

By: Fortayne Bobbe  
Team Member

By: Step L. Wessner  
Team Member

By: Ellen J. Pierce  
Team Member

By: One [Signature]  
Team Member

By: Margaret Posthumes  
Team Member

CLIMAX-SCOTTS COMMUNITY SCHOOL

SCHEDULE A

Schedule A-1

Basic Compensation Schedule

1997-98

	BA	MA
STEP 1	22,400	24,191
STEP 2	23,000	25,191
STEP 3	24,064	26,391
STEP 4	25,400	27,691
STEP 5	26,750	29,111
STEP 6	28,000	30,531
STEP 7	29,500	32,200
STEP 8	30,835	33,371
STEP 9	32,200	34,791
STEP 10	33,550	36,211
STEP 11	34,908	37,631
STEP 12	36,266	38,993
STEP 13	37,625	40,105
STEP 14	38,300	41,217
STEP 15	39,027	42,329
YEARS 16—17	39,600	43,441
YEARS 18—20	40,227	44,553
YEARS 21—23	41,027	45,553
YEARS 24—26	41,827	47,053
YEARS 27—29	42,627	48,553
YEARS 30+	43,427	49,553

## SCHEDULE A

### Schedule A-2 Basic Compensation Schedule

1998-1999

	BA	MA
STEP 1	24,000	25,791
STEP 2	24,000	25,791
STEP 3	24,600	26,791
STEP 4	25,664	27,991
STEP 5	27,000	29,291
STEP 6	28,350	30,711
STEP 7	29,600	32,131
STEP 8	31,100	33,800
STEP 9	31,965	34,971
STEP 10	33,800	36,391
STEP 11	35,150	37,811
STEP 12	36,200	39,231
STEP 13	37,427	40,593
STEP 14	39,225	41,933
STEP 15	39,900	43,273
YEAR 16	40,627	44,513
YEARS 17—18	41,200	45,243
YEARS 19—21	41,827	46,153
YEARS 22—24	42,627	47,153
YEARS 25—27	43,427	48,653
YEARS 28—30	44,227	50,153
YEARS 31+	45,027	51,153

**SCHEDULE A**

**Schedule A-3**  
Basic Compensation Schedule

**1999-2000**

**SALARY SCHEDULE TO BE NEGOTIATED.**

The contract will be opened by May 1, 1999, to negotiate salary Schedule A-3 only.

*Schedule A - Cont'd.*

**A-4 Substitute Instruction** A regular teacher required to serve as a substitute shall be entitled to receive additional compensation at the rate of sixteen (\$16.00) dollars per sixty (60) minute period of instruction. This provision shall not apply if:

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

**SCHEDULE B-1**  
**STUDENT ACTIVITIES - ATHLETIC**

<b>GROUP 1</b>	<b>COMPENSATION 12 — 13%</b> <b>VARSITY FOOTBALL</b> <b>VARSITY BASKETBALL (BOYS &amp; GIRLS)</b> <b>VARSITY VOLLEYBALL</b> <b>VARSITY BASEBALL</b>	<b>VARSITY SOFTBALL</b> <b>VARSITY WRESTLING</b> <b>VARSITY CHEERLEADING*</b>
<b>GROUP 2</b>	<b>COMPENSATION 9 — 10%</b> <b>VARSITY TRACK</b> <b>VARSITY TENNIS</b>	<b>VARSITY GOLF</b>
<b>GROUP 3</b>	<b>COMPENSATION 7 — 8%</b> <b>ASSISTANT VARSITY FOOTBALL</b> <b>JR. VARSITY BASKETBALL (BOYS &amp; GIRLS)</b> <b>JR. VARSITY BASEBALL</b> <b>JR. VARSITY CHEERLEADING*</b>	<b>JR. VARSITY FOOTBALL</b> <b>JR. VARSITY SOFTBALL</b> <b>JR. VARSITY VOLLEYBALL</b>
<b>GROUP 4</b>	<b>COMPENSATION 5 — 6%</b> <b>FRESHMAN BASKETBALL</b>	<b>ASST. JR. VARSITY FOOTBALL</b>
<b>GROUP 5</b>	<b>COMPENSATION 4 — 5%</b> <b>7<sup>TH</sup> GRADE BASKETBALL (BOYS &amp; GIRLS)</b> <b>8<sup>TH</sup> GRADE BASKETBALL (BOYS &amp; GIRLS)</b> <b>7<sup>TH</sup> GRADE VOLLEYBALL</b> <b>JR. HIGH CHEERLEADING*</b>	<b>JR. HIGH TRACK</b> <b>JR. HIGH FOOTBALL</b> <b>8<sup>TH</sup> GRADE VOLLEYBALL</b> <b>JR. HIGH WRESTLING</b>

**\*CHEERLEADING SALARY IS FOR THE ENTIRE YEAR (TWO SEASONS)**

**PERCENTAGES ARE INCREASED ½% A YEAR UNTIL MAXIMUM % IS OBTAINED.**



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

CLASSIFICATION	STEP 1	STEP 2	STEP 3
HIGH SCHOOL BAND DIRECTOR	7%	7 ½%	8%
MARCHING BAND	1 ½%	1 ¾%	2%
PEP BAND (FBALL)	½%	¾%	1%
PEP BAND (BB-FRIDAY HOME)	1 ½%	1 ¾%	2%
FORENSICS	6%	6 ½%	7%
HIGH SCHOOL DRAMA	5%	5 ½%	6%
MUSICAL	5%	5 ½%	6%
HIGH SCHOOL STUDENT COUNCIL	4%	4 ½%	5%
NATIONAL HONOR SOCIETY	3%	3 ½%	4%
YEARBOOK (NOT PART OF CLASS)	5%	5 ½%	6%
NEWSPAPER (NOT PART OF CLASS)	3%	3 ½%	4%
JUNIOR HIGH SCHOOL DRAMA	3%	3 ½%	4%
JUNIOR HIGH STUDENT COUNCIL	3%	3 ½%	4%
JUNIOR HIGH YEARBOOK	3%	3 ½%	4%
SWAP/SADD	1%	1 ½%	2%
SENIOR CLASS SPONSOR	3%	3%	3%
JUNIOR CLASS SPONSOR	3%	3%	3%
SOPHOMORE CLASS SPONSOR	2%	2%	2%
FRESHMAN CLASS SPONSOR	2%	2%	2%
8 <sup>TH</sup> GRADE CLASS SPONSOR	1%	1%	1%
7 <sup>TH</sup> GRADE CLASS SPONSOR	1%	1%	1%

**OTHER POSITIONS:**

ELEMENTARY/INTERMEDIATE PROGRAM (UP TO TWO PER YEAR)	1% EACH
ATHLETIC BUS CHAPERONE (WHEN NOT A COACH)	\$15.00/EVENT
ACCOMPANIST	\$125.00/EVENT
EVENT CHAPERONE (WHEN NOT A SPONSOR)	\$25.00/EVENT

## SCHEDULE B-3

### ADMINISTRATION OF STUDENT ACTIVITIES

1. Club assignments and other positions or activities not herein above provided, or existing positions or activities to the extent that the scope or the responsibilities of a position or activity is increased, shall be compensated under Section 5.24 of this Agreement.
2. A job description shall be developed for each assignment.
3. A teacher shall submit to the building principal for approval as soon as practicable after receiving an activity assignment a written statement setting forth:
  - a. The goals to be achieved by the activity; and,
  - b. The general method to be used in the achievement of such goals.Upon the completion of the assignment, each teacher shall submit a written statement to the building principal setting forth the extent to which the goals were achieved together with any relevant comments.
4. If more than one (1) teacher handles a single assignment, the compensation shall be divided by agreement between the teachers prior to the commencement of the activity so that the total compensation shall not exceed the amount allotted to such assignment.
5. If a second sponsor is required by the school for an event, and only one sponsor has been assigned to the student activity, the second sponsor shall be paid \$10.00 for such event. The compensation of a substitute shall be deducted from the sponsor's pay.
6. Compensation for athletic activities shall be paid as the assignment is being performed. Compensation for non-athletic activities shall be paid when the assignment has been completed except as the Employer and the teacher shall otherwise agree.
7. The Board shall have the option to hire a coach new to the system at any percent level that his experience and training indicate, provided that the starting percent does not fall below or above the minimum or maximum on the schedule. Once the starting percent has been set, it will increase at the schedule rate up to the maximum.

**SCHEDULE C**  
**FRINGE BENEFITS**

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

**Plan A**            **For employees electing health insurance**

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

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

**Plan B**            **For employees not electing health insurance**

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

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

*Fringe Benefits Cont'd*

In addition to the above, each teacher not electing Plan A shall be credited with a sum not to exceed the monthly premium contribution for Kalamazoo County Member Only rates for MESSA Super Care 1 health insurance. This amount may be used to purchase one or more of the following insurance options available on the health insurance enrollment form:

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

**Plan C      Alternative for employees not electing health insurance**

The Board will pay on behalf of each teacher electing Plan C the applicable premium, as determined for the following described MESSA fringe benefit plan, namely: (Participation in the Vision, or Dental Plan(s) may be waived and the cost of the plan(s) taken as a cash option.

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

In addition to the above, each teacher electing Plan C, shall be credited with a sum not to exceed the monthly premium contribution for Kalamazoo County Member Only rates for MESSA Super Care 1 health insurance. This amount shall be taken as a cash option under a qualified Section 125 Cafeteria Program. The Climax-Scotts Board shall be committed to creating a Section 125 plan consistent with IRS regulations.

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

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

*Fringe Benefits Cont'd*

**3. Duration of Coverage.**

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

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

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

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

**6. Sick Leave Bonus.** If a teacher completes a contract year without utilizing a sick, business, or unpaid meritorious leave day, the Employer shall make a cash payment of one hundred fifty (\$150) dollars to the teacher on or before June 30. If a teacher completes a contract year without utilizing more than four (4) hours of sick, business, or unpaid meritorious leave, the Employer shall make a cash payment of one hundred (\$100) dollars to the teacher on or before June 30. The Employer will pay seventy-five (\$75) dollars if only one (1) sick, business, or unpaid meritorious day is utilized, and fifty (\$50) dollars if only two (2) sick, business, or unpaid meritorious days are utilized.

**SCHEDULE D**

**RETIREMENT ALLOWANCE**

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

Years of service—	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21+</u>
Percentage	9%	10%	11%	12%	13%	14%	15%

## LETTER OF AGREEMENT

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

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

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

The District believes that participation in an IEPC by all members of the teaching staff who might have involvement with a particular student 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 or an individual teacher may make a recommendation to the building principal for appropriate training for staff. Any information about special procedures for a particular student will be shared with all affected staff members.

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

KALAMAZOO COUNTY EDUCATION  
ASSOCIATION

By: *Deane Stoddard*  
Its: *CSEA Pres.*

CLIMAX-SCOTTS COMMUNITY SCHOOL

By: *Geoffrey E. Balkam, Ed.D.*  
Its: *Supt. of School*

LETTER OF AGREEMENT BETWEEN THE CLIMAX-SCOTTS  
BOARD OF EDUCATION AND EDUCATION ASSOCIATION

SCHEDULE B-1 AND B-2 PERSONNEL

The Climax-Scotts Board of Education and the Climax-Scotts Education Association agree to allow current B-1 and B-2 personnel that had their salary grandfathered from the 1993-1994 contract to continue at their 1996-1997 rate until such time that the current contract brings their salary rate above the grandfathered rate. They would then be covered under the current contract and receive applicable increases per this contract.

KALAMAZOO COUNTY EDUCATION  
ASSOCIATION

BY: *Diane Stoddard*

ITS: *CSEA - Pres.*

CLIMAX-SCOTTS COMMUNITY  
SCHOOLS

BY: *Geoffrey E. Balkam, Ed. D.*

ITS: *Supt. of Schools*



LETTER OF AGREEMENT

BETWEEN THE CLIMAX-SCOTTS BOARD OF EDUCATION  
AND  
KALAMAZOO COUNTY EDUCATION ASSOCIATION (CSEA)

It is agreed that the board shall redefine the DLT as the DSIC (District School Improvement Committee) to monitor a school improvement program. Further, that the concept of site-based decision-making is important in any school improvement effort; however, the certified staff and administration of each building will determine the level of their involvement in the site-based decision-making process.

The District School Improvement Committee consists of at least three (3) EA members, three Board members, the Superintendent, the EA president, one building principal, and one community member.

KALAMAZOO COUNTY EDUCATION  
ASSOCIATION

BY: Mariane Stoddard

ITS: CSEA - Pres

CLIMAX-SCOTTS COMMUNITY  
SCHOOLS

BY: Gregory E. Balkany, Ed.D.

ITS: Dept. of Schools

LETTER OF AGREEMENT BETWEEN THE CLIMAX-SCOTTS  
BOARD OF EDUCATION AND EDUCATION ASSOCIATION (CSEA)

BAND DIRECTOR PLANNING PERIOD

The Climax-Scotts Board of Education agrees to grant the band director one additional planning period to perform band related activities beginning with the 1998/1999 school year through the life of this contract.

KALAMAZOO COUNTY EDUCATION  
ASSOCIATION

BY: Deane Stoddard

ITS: CSEA Pres.

CLIMAX-SCOTTS COMMUNITY  
SCHOOLS

BY: Geoffrey E. Balkay, Ed. S.

ITS: Dept. of Schools

LETTER OF AGREEMENT BETWEEN THE CLIMAX-SCOTTS  
BOARD OF EDUCATION AND EDUCATION ASSOCIATION (CSEA)

MENTOR TEACHER

The Climax-Scotts Board of Education and the Climax-Scotts Education Association agree to work on a plan for a "mentor teacher" program. This program will be developed through a committee composed of three Association members and three Board members or their designees. A proposal will be ready for Board and Association review by no later than June 1, 1998 for implementation in the 1998-1999 school year.

The committee's duties will include establishing mentor teacher responsibilities and examining the feasibility of compensation.

KALAMAZOO COUNTY EDUCATION  
ASSOCIATION

BY: *Diane Stoddard*

ITS: *CSEA Pres.*

CLIMAX-SCOTTS COMMUNITY  
SCHOOLS

BY: *Gregory E. Balkem Ed.D.*

ITS: *Supt. of Schools*

LETTER OF AGREEMENT BETWEEN THE CLIMAX-SCOTTS  
BOARD OF EDUCATION AND EDUCATION ASSOCIATION (CSEA)

EARLY RETIREMENT INCENTIVE PROGRAM

It is agreed that the Climax-Scotts Board of Education negotiation team shall work with the Climax-Scotts Education Association negotiation team to work out the details of an Early Retirement Incentive Program to be offered in the 3<sup>rd</sup> year (1999-2000) of this contract. Minimum and maximum numbers of personnel who can take advantage of this program will be determined at that time.

The Board negotiation team will consist of three Board members and the Superintendent. The EA negotiation team will consist of three members, the president, and their MEA Uniserv Director.

KALAMAZOO COUNTY EDUCATION  
ASSOCIATION

BY: *Deane Stoddard*

ITS: *CSEA-Pres.*

CLIMAX-SCOTTS COMMUNITY  
SCHOOLS

BY: *Gregory E. Balkem, Ed.D.*

ITS: *Dept. of Schools*

## 1997-98 SCHOOL CALENDAR

AUGUST 20	NEW TEACHERS REPORT – 9:00 A.M.
AUGUST 21	ALL TEACHERS REPORT – 8:00 A.M.
AUGUST 25	FIRST DAY – ½ DAY DISMISSAL – 11:30 A.M.; Y5'S & A.M. KINDERGARTEN/PARENT VISITATION
AUGUST 26	FIRST FULL DAY STAFF/STUDENTS; P.M. KINDERGARTEN/PARENT VISITATION
SEPTEMBER 1	LABOR DAY – NO STUDENTS/STAFF
OCTOBER 24	NO SCHOOL – RECORD DAY
NOVEMBER 5	K-12 DISMISSAL 11:30 A.M. CONFERENCES 5:30—8:00 P.M.
NOVEMBER 6	K-12 DISMISSAL 11:30 A.M. CONFERENCES 1:00—3:00 P.M. & 5:30—8:00 P.M.
NOVEMBER 7	NO SCHOOL
NOVEMBER 27-28	THANKSGIVING BREAK
DECEMBER 19	LAST DAY FOR STUDENTS
DEC. 22-JAN. 2	WINTER BREAK
JANUARY 5	SCHOOL RESUMES
JANUARY 13-15	JR./SR. HIGH EXAMS-ALL SCHOOLS DISMISSAL 11:30 A.M.
JANUARY 16	NO SCHOOL – RECORDS DAY
MARCH 20	NO SCHOOL – RECORDS DAY
MARCH 25	K-12 & STAFF DISMISSAL 11:30 A.M.; K-6 CONFERENCES 5:30 — 8:00 P.M.
MARCH 26	K-12 DISMISSAL 11:30 A.M.; K-12 CONFERENCES 1:00 — 3:00 P.M. & 5:30 — 8:00 P.M.
MARCH 27	K-12 & STAFF DISMISSAL 11:30 A.M.
MARCH 30-APRIL 3	SPRING BREAK
APRIL 6	SCHOOL RESUMES
APRIL 10	NO SCHOOL
MAY 22	LAST DAY FOR SENIORS
MAY 25	MEMORIAL DAY – NO STUDENTS/STAFF
MAY 31	GRADUATION 3 P.M. JR./SR. HIGH GYMNASIUM
JUNE 3-4	JR./SR. HIGH EXAMS-ALL SCHOOLS DISMISSAL 11:30 A.M.
JUNE 5	LAST DAY FOR ALL STUDENTS – DISMISSAL 11:30 A.M.
JUNE 8	LAST DAY FOR TEACHERS – DISMISSAL 3:00 P.M.

\*BEGINNING AUGUST 27, 1997, WEDNESDAY DISMISSAL TIME IS 12:30 P.M.

School calendar for 1998-99 and 1999-2000 will be established by Superintendent and Association President by mutual agreement by June 1 of each year.