

8/31/2000

4508

CONTRACT AGREEMENT

BETWEEN

THE COMSTOCK PARK SCHOOL BOARD

AND THE

**KENT COUNTY EDUCATION ASSOCIATION/
MEA/NEA**

(TEACHERS)

1999 - 2000

Comstock Park Public Schools

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PREAMBLE

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

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

This collective bargaining agreement was entered into on this 16th day of August, 1999 by and between the BOARD OF EDUCATION COMSTOCK PARK PUBLIC SCHOOLS, hereinafter referred to as the "BOARD" and the KENT COUNTY EDUCATION ASSOCIATION (KCEA/MEA/NEA), hereinafter referred to as the "Association."

ARTICLE 1 RECOGNITION

A. POSITIONS

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

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

The term "teacher" when used in this Agreement shall refer only to those persons employed in any position listed in subsections 1, 2, 3, 4, 11 and 12 above.

B. NEW POSITIONS

Any new position created during the life of this Agreement will be added to the bargaining unit providing its function is likened to, similar, or approximately equal to any position herein recognized.

C. POSITIONS EXCLUDED FROM THIS UNIT

Excluded from the unit are the following positions:

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

D. OTHER ORGANIZATIONS

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

E. SUBCONTRACTING

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

F. COMMUNITY EDUCATION

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

will be given provided such applicants are certified and qualified as per the posting for the position(s) in question.

It is further agreed that Community Education programs will not:

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

ARTICLE 2 ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. EMPLOYEE RIGHTS

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

B. AGENCY ASSISTANCE

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

C. INFORMATION

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

D. FACILITIES

The Local Association, with the approval of the Superintendent or designated representative, shall have the right to use school building facilities at all reasonable hours for meetings. Duplicating machinery shall be available for Local Association use. Materials used for the benefit of the organization shall be requested in writing prior to usage and be paid for by the Association. Materials used for the preparation of items of mutual and common use shall be provided

without cost by the Board. Bulletin boards and other media of communication which are available between schools shall be made available to the Local Association.

E. DEDUCTIONS

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

F. LOCAL ASSOCIATION INVOLVEMENT

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

G. MAIL

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

H. ASSOCIATION DAYS

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

I. EXCELLENCE IN TEACHING

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

J. PARENT CONFERENCES

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

ARTICLE 3 EMPLOYEE RIGHTS

A. CITIZENSHIP

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

B. APPLICATION OF AGREEMENT

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap or membership in or involvement in the normal activities of the Association. The parties recognize the protection provided here for a handicap is limited to reasonable accommodation.

C. PERSONNEL FILE

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

D. ACADEMIC FREEDOM

1. Teacher Rights

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

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

2. Teacher Responsibilities

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

3. Activities Contrary to Board Policy

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

4. Board Responsibilities

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

ARTICLE 4 ASSOCIATION MEMBERSHIP

A. MEMBERSHIP

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

B. PAYMENT OF DUES OR FEES

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

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

C. NONPAYMENT OF DUES OR FEES

In the event an employee does not pay the required amount as scheduled for

regular and addenda positions, the Association shall notify the employee of noncompliance therewith by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall further advise such employee that an involuntary payroll deduction of such dues shall commence if compliance is not effected.

D. COURT DECISION

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

E. SAVE HARMLESS CLAUSE

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

ARTICLE 5 BOARD RIGHTS

A. RESPONSIBILITIES

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

B. AUTHORITY

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

C. ADMINISTRATIVE STAFF

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of each employee; and the establishment and revision of Rules and Regulations governing and pertaining to work and performance of each employee. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement.

ARTICLE 6 CALENDAR GUIDES

A. WORK DAYS

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

K-12: Fall and Spring After School Conferences

Full student days

Three conferences at 3.5 hours each in both Fall and Spring

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

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

B. COMPENSATION FOR EXTRA WORK

1. For direct instructional extra work required by the Board, not covered by the attached salary schedule, the employee shall be entitled to additional compensation at an hourly rate found by dividing his/her per diem salary by six (6).
2. For non-direct instructional extra work required by the Board, not covered by the attached salary schedule, the employee shall be entitled to additional compensation at an hourly rate found by dividing the beginning BA base per diem salary by nine (9).
3. School Improvement Committee meetings will only be scheduled by administration during time scheduled for staff/in-service meetings, or through release time. Prior approved time beyond the normal teacher duty hours/work year will be compensated at the rate of \$10.00 per hour.

C. SCHOOL CLOSINGS

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

D. EXTRA TIME FOR NEWLY HIRED TEACHERS

In their first year of employment with Comstock Park Schools, each teacher shall be required to report for duty on two (2) days in the week prior to the start of school for previously employed teachers. On one of these days, two hours of the day shall be designated as time for the union to meet with the new teachers. During the school year, each newly hired teacher shall be required to attend six (6) hours of training (not otherwise specified in this contract). If any of these hours are attached to time which could be used for staff meetings, the staff meeting time will not count toward the six (6) hours. The time and dates for this training will be mutually determined by the administration and the affected teacher(s), however, the newly hired teacher must fulfill this requirement or the hourly rate for missed hours shall be deducted from the last paycheck of the year.

ARTICLE 7 WORK HOURS

A. SECONDARY COMPLEX (9-12)

1. Day Defined

The Secondary School day shall be seven (7) hours, except as otherwise provided in this Agreement, which shall include one period of the regular class schedule to be set aside for a preparation period. Employees are expected to be on duty ten (10) minutes before and fifteen (15) minutes after the regular scheduled class day. Being on duty is defined as being in the classroom or conducting conferences or preparation period activities. Employees shall have a thirty (30) minute duty-free lunch period.

2. Zero Hour

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

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

3. Supervised Reading Segment

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

B. MIDDLE SCHOOL

1. The Middle School shall be seven (7) hours, except as otherwise provided in this Agreement.
2. The Middle School day shall include fifteen (15) minutes preparation period at the beginning of the school day, a thirty (30) minute duty free lunch period, thirty (30) minutes preparation period after the regular class day schedule and being on duty fifteen (15) minutes before and thirty (30) minutes after the regular class day schedule. Any time made available to the employee because students are participating in exploratory classes, such as computers, physical education, library, shall be used as team planning time.

C. ELEMENTARY SCHOOL

1. The elementary school day (K-5) shall be seven (7) hours, except as otherwise provided in this Agreement.
2. The K-5 day shall include one (1) fifteen (15) minute preparation period coinciding with a recess periods for students, a thirty (30) minute duty free lunch period, and being on duty ten (10) minutes before and ten (10) minutes after the regular class day schedule. Any time made available to the employee because of special services offered to students through certified teachers, such as gym, music or art, shall be used as preparation time. In no case shall a K-5 teacher receive less than 150 minutes of preparation time per week for the 1997-1998 school year or 200 minutes of preparation time per week for the 1998-1999 school year.

D. WORK LOAD

1. Secondary School

The normal weekly load of the Secondary School will be twenty-five (25) teaching periods and five (5) preparation periods, actual class time not to exceed 305 minutes per day. Schedules are to be worked out by administrators and employees.

2. Middle School

The daily teaching load of the middle school teachers shall not exceed three hundred fifteen (315) minutes of pupil-teacher contact.

The parties recognize that the 1992-93 Middle School schedule is a new approach which may require revision or modification. Problems identified will be submitted to the school improvement committee for consideration and resolution.

3. Elementary School

The daily teaching load of the elementary teachers shall not exceed three hundred fifteen (315) minutes of pupil-teacher contact.

E. EMERGENCY

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

F. DUTY OTHER THAN CLASSROOM

Each employee shall be on duty with students when an activity (i.e. assemblies and other functions) takes the place of his/her instructional activities. It is recognized that teachers are also on duty during student passing time.

G. LIBRARIANS, COUNSELORS, PSYCHOLOGISTS, SOCIAL WORKERS, READING SPECIALISTS, SPEECH CORRECTIONISTS AND TEACHER CONSULTANTS

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

H. PREPARATION PERIOD

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

I. MANAGEMENT GUIDELINES DEALING WITH CONTRACTUAL CONFLICTS

1. Direct Activity

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

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

2. Indirect Activity

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

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

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

ARTICLE 8 WORK LOADS AND ASSIGNMENTS

A. ASSIGNMENT

Each employee shall not be assigned, except temporarily and for good cause, outside the scope of his/her certification or major or minor field of study.

B. ASSIGNMENT CHANGE

In the event there is a change in grade assignments in the elementary or changes in subject assignment in the secondary, the principal will notify and discuss the matter with the affected employee. Changes will be voluntary to the extent possible. Assignments shall be made prior to the last day of school, except in emergency, and will be discussed in advance at a conference with the applicable department chairperson if he/she is available. The employee shall immediately be informed in writing of any changes necessitated after this time. Such "emergency" assignment changes may be effected due to changes in student enrollments, loss of revenues, closing and/or consolidation of buildings or classes, a change in educational programs or unanticipated personnel changes.

C. STUDENT TEACHER

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

D. CLASS SIZE

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

Grades K-2	26 pupils (plus 3)
Grades 3-5	28 pupils (plus 3)
Grades 6-12	30 pupils (plus 3)
North Kent	20 pupils

2. Exceptions to the above ratios include classes in P.E., typing, band, vocal music, study hall, and any other large group instruction.
3. If the ratio exceeds the above mentioned ratios by more than three (3) pupils and a teacher recognizes that the needs of his/her students are not being adequately met because of class size, the employee may invoke the following procedure:

a. Relief Procedure

- (1) The employee shall communicate with his/her principal to define the problem and to recommend a solution in an attempt to resolve the matter.
- (2) If, following this attempt, the problem is not resolved and it is recognized that additional assistance is necessary to meet the needs of the students, the employee can request a committee review of the problem. The committee will consist of the building principal, one other designated administrator, the affected employee, and one (1) other employee

designated by the Association. Within five (5) school days of the receipt of such notice a committee meeting will be held.

- (3) In reviewing a class size problem, the committee shall consider the following criteria:
 - (a) Number of classes being taught by the employee
 - (b) Number of students in each class
 - (c) Size of classroom or facility
 - (d) Split classes
 - (e) Number of students mainstreamed
 - (f) Instructional materials and equipment available
 - (g) Nature of subject and skill taught, i.e. basic or enrichment
 - (h) Availability of instructional support staff.

- (4) The committee shall recommend to the Superintendent a solution they deem appropriate from the alternatives listed below:
 - (a) Reassignment of the student(s) to another class, grade or facility
 - (b) Assignment of a teacher aide
 - (c) Volunteer parental assistance
 - (d) Purchase additional equipment
 - (e) Purchase additional materials
 - (f) Any other solution acceptable to the affected teacher
 - (g) Maintain the status quo

- (5) The Superintendent shall within fifteen (15) school days of receipt of the recommendation from the committee:

(a) implement the committee decision

OR

(b) implement an alternative solution from (D)(3)(a)(4)(a-g).

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

E. LESSON PLANS

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

F. SCHOOL PROPERTY

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

G. INTERNS

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

H. TEAM TEACHING

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

ARTICLE 9 WORKING CONDITIONS

A. EQUIPMENT

1. Duplicating/A.V.

Duplicating machinery and supplies shall be available for use by each

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

2. Personal Property

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

B. MEETINGS

Meetings of employees, in addition to the school day, as defined in Article 7, may, at the discretion of the administrator, be scheduled for Monday of each week that school is in session, not to exceed one hour in length immediately following the end of the school day. The principal and the majority of his faculty may establish any alternative regular meeting day and time to replace the above-mentioned afternoon. The principal may also reschedule a staff meeting to a different day with one week notice. Attendance will be excused if the change results in a conflict with the teacher's previously scheduled commitment. Each employee shall reserve that time for such meetings. Principals shall develop attendance procedures for coaches. The administrator may designate responsibility for the agenda to the faculty. The substance and form of staff meetings shall be determined by site based decision making. The administration may also add issues to meetings.

C. CURRICULUM

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

D. EMPLOYEE ABSENCE

An employee during their scheduled prep time shall not be required to cover classes for an employee who is absent. An employee who gives up their prep time to cover a class will be compensated at the rate of \$20.00 per class period. An employee who will be absent is expected to report his/her absence no later than 6:00 a.m. that day.

E. HEALTH AND SAFETY

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

F. KEYS

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

G. DISCIPLINARY CONFERENCES

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

H. SCHOOL IMPROVEMENT / SITE BASED DECISION MAKING

1. INTRODUCTION

- a. The Board, Administration, Teachers and Association recognize the necessity of maintaining ongoing school improvement plans and importance of continued recognition of quality education services as a fundamental priority and shared goal of the parties.
- b. The parties also believe that in the process of this collaboration around the implementation of Site Based Decision Making (SBDM), there will be a growing sense of openness of communication, growing trust and, ultimately, a developing ability to problem-solve for the improvement of quality education in the Comstock Park Public Schools System.

- c. The Comstock Park Board of Education and the Comstock Park Education Association (MEA/KCEA) agree to explore together a process of decision making that will deliberately place greater authority and responsibility for education and related decisions within the school itself or within the direct educational delivery unit. They will jointly explore changes in structure and procedures that will facilitate this change.
- d. The Board of Education and the Comstock Park Education Association agree that employee participation in decision making is effective in providing positive results for education. A School Improvement Team will be formed in each building, representative of teachers, administrators and, when possible, non-instructional staff, parents and students.

2. GUIDELINES

- a. School Improvement Teams will have the empowerment to investigate, implement and change existing procedures and practices pursuant to the provisions of Article 33, D.
- b. Site based decision making will be implemented in each building and will be the responsibility of the School Improvement Team in accordance with State Law PA 25.
 - (1) Each Building School Improvement Team will establish their own meeting times.
 - (2) The Team shall normally meet during regular school hours on release time or during the time provided by the Master Agreement for faculty meetings.
 - (3) The involvement of teachers in school improvement planning shall be voluntary. Compensation for school improvement committee meetings shall be in accordance with Article 6, B.
 - (a) Participation or non-participation on the building team will not be used as criteria for negative evaluation of bargaining unit members.
 - (b) All members of the school improvement team shall have an equal voice.

- (c) The Chairperson of each building team will be chosen by the team members.
 - (d) A procedure for rotation on/off the School Improvement Team will be established by the building staff.
- (4) Decisions by the School Improvement Team shall normally be made by consensus. Decisions may be made by a majority vote when consensus is unavailable.
- c. To the extent any potential element of the District's school improvement plan conflicts with the terms of the master agreement, the identified provisions will be reviewed by the parties. Either the CPEA or the Board may request to enter into a Letter of Agreement in accordance with Article 33, D. Any amendments to the agreement will be subject to ratification by the parties.
 - d. The parties recognize that recommendations of the team are of an advisory nature, but the District will endeavor to implement team recommendations. The CPEA shall review all recommendations as they relate to the Master Agreement.

ARTICLE 10 VACANCIES AND PROMOTIONS

A. VACANCY

1. Whenever a vacancy in any position represented by the Association or any Administrative position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to each employee and the Association designee (building representative) and providing for appropriate posting in every school building for a period of five (5) working days. The Board or its designee will notify all employees of vacancies by mail between school terms and allow a response period of fifteen (15) calendar days, or seven (7) calendar days after August 15th, before filling the vacancy. The sole obligation of the Board regarding the forwarding of written notices of vacancy is to provide a copy to the building representatives.
2. A vacancy shall be defined for purposes of this Agreement as a position to be filled, which no bargaining unit member has a right to return to, and which was previously held by a member of the bargaining unit resulting from death, retirement, resignation, dismissal, or when a new position is

created. In filling a vacancy that occurs during the school year, the Board shall not be required to reschedule or reassign classes, teachers or students so as to "create" a subsequent vacancy which current bargaining unit members might be certified and qualified to fill (as defined in Article 12, Section E.6.C.).

B. APPLICATION

Any employee interested in a vacancy represented by the Association or any administrative position, shall file a written application with the Superintendent in the manner prescribed by the posting of such a vacancy or promotion.

C. POSTING

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

ARTICLE 11 TRANSFER

A. DEFINITION

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

B. INVOLUNTARY TRANSFER

Involuntary transfers may be effected by the Board during school terms or between school terms, provided the following conditions are met: transfer notices shall be in writing, signed by the Principal and forwarded to the employee. Intent of the transfer shall be discussed with the employee at least fifteen (15) days prior to the transfer except in cases of emergency. The Board shall assist the employee in moving materials required by the transfer. Such transfers arising as a result of a necessary change of number of employees due to changing student enrollments, loss of revenues, closing and/or consolidation of buildings, or a change in program, shall be made on the basis of the least number of years of service, providing the employee being transferred is certified and qualified (as defined in Article 12, Section E.6.C.).

C. VOLUNTARY TRANSFERS

Request for voluntary transfers may be made at any time. Such requests for voluntary transfers shall be made in writing in triplicate to the administration with a copy to the Association. The application shall set forth the school, grade, subject area, or position sought, and the applicant's qualifications. Receipt of all

applications and requests for voluntary transfers referred to in this Article shall be acknowledged by the employer within ten (10) working days. Such requests shall be reviewed each semester to assure active consideration by the employer. The record of voluntary transfers, the transfer request, and all evaluative data pertaining thereto shall be made a part of the employee's personnel file. Voluntary transfers will not cause involuntary transfers.

ARTICLE 12 SENIORITY LAYOFF - RECALL

A. SENIORITY

By every October 30, the Board and the Association shall prepare a seniority list. Seniority is defined as length of continuous employment with the Board in any position which is currently represented by the Association. Each employee who works half time or more per day for the entire school year or works full time for one semester or more per school year shall receive for work that year, one year of seniority. Each employee assigned to work on a regular part-time basis working less than half time as referred to above, shall receive for work that year one-half year of seniority credit. All employees shall be ranked on the list in order of their effective date of employment. Effective date of employment means the first date the employee reports for work. (North Kent teachers who were accreted into the bargaining unit in 1996 shall have a seniority date of August 26, 1996. Seniority ranking among these teachers shall be determined by a tie breaker and shall remain in effect for the life of this Agreement unless otherwise mutually agreed by the parties.) In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and the employee so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected employees and Association representatives to be in attendance. Employees hired after July 1, 1994 who have the same effective date of employment will be ranked on the seniority list in terms of the last four digits of the employee's social security number, with the highest number ranking the person first on the list.

B. SENIORITY LIST

1. The Board and the Association shall prepare and post conspicuously in all buildings of the District an official seniority list by the end of each school year. This list shall be displayed throughout the following school year.
2. During each school year the Board and the Association shall amend the seniority list as changes occur, incorporating the changes into a new list to be posted by the end of that particular school year. Any amended

seniority list shall be made available to any Association member upon request.

3. An employee who feels that his/her seniority is inaccurately posted must challenge their seniority listing within the time specified to initiate a grievance, tolling from the first day of posting.

C. LOSS OF SENIORITY

All seniority is lost when employment is severed by resignation, retirement, or discharge; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, employees so affected shall retain all seniority accumulated as of the effective date of layoff (according to Section D of this Article). Each employee who accepts a nonbargaining unit position shall retain all seniority accumulated upon return to the unit but receive no additional seniority for the nonbargaining unit position.

D. CONTINUATION OF SENIORITY

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

E. LAYOFF

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

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

3. If reduction is still necessary, then probationary employees with the least number of continuous years of service in the Comstock Park Public School system will be laid off, provided there are fully qualified, fully certified employees to replace and perform the needed duties of the laid-off employees.
4. The Board will not reduce the schedule of a teacher, except the least senior teacher, provided there are fully qualified, fully certified employees to replace and perform the needed duties of the reduced employee.
5. The Board shall not employ a new employee in the event a laid-off employee is fully certified and qualified to fill a vacant position.
6. Definition of Fully Certified and Fully Qualified:
 - a. For the purposes of this Article and Paragraph, the term "certified" shall be defined as follows: Employees who have earned a provisional, permanent life, vocational or continuing certificate from the State of Michigan and who have filed the same with the Superintendent's office not later than August 1 of the school year immediately preceding the layoff(s), and
 - b. Employees who are certified in a given subject area and have experience in the subject area on a regular basis or have shown evidence of preparation in the subject area by completing at least six (6) semester hours of appropriate work within the twelve (12) months preceding the layoff.
 - c. Employees shall be required to meet all related North Central requirements to be deemed qualified.
7. Leaves of absences, without pay, and absence due to layoff are not to be considered a break in employment; and the time spent on leave without pay or layoff will not count toward continuous employment time.
8. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed therein including all benefits under this Master Agreement unless otherwise specified in this Agreement. Upon recall, the individual's employment contract and all benefits under this Master Agreement, shall be reinstated in full.

F. RECALL

1. In the event of a recall of laid-off employees, the Board shall establish a recall procedure which shall be in inverse order of the above layoff procedure and in accordance with the criteria set forth therein, provided the employee, if any, who is on voluntary layoff shall be placed in seniority sequence according to his/her date of employment.
2. If the laid-off employee refuses a recall to a position which is equal, or more than equal, in time worked in the position from which he/she is laid off and for which he/she is qualified and certified, seniority and subsequent recall rights shall be forfeited unless the teacher is under contract to another school district in which case the teacher shall be exempt from forfeiture for that year only.
3. A representative of the Board shall make reasonable effort to contact the employee by phone prior to sending the notice of recall and contract offer by mail to inform the employee of proffered employment. Notice of recall shall be sent to the laid-off employee's last known address by registered or certified mail, along with a contract offer. A copy of such notice shall be sent to the Local Association. If the employee fails to return or mail the contract within ten (10) calendar days of receipt of said notice, the employee shall be said to be voluntarily terminated. It is the employee's responsibility to keep the Board informed of any change in his/her address. If the recall notice is not deliverable due to unavailability of a forwarding address, the employee shall be considered to be voluntarily terminated after ten (10) calendar days of the first attempt to deliver.
4. It is specifically understood and agreed that in considering or implementing the recall of a laid-off teacher, the Board shall not be required to reschedule or reassign classes, teachers or students so as to "create" a subsequent vacancy which a laid-off teacher is certified and qualified to fill.

ARTICLE 13 LEAVE WITH PAY

A. SICK LEAVE

1. Days per Year/Accumulation

All employees shall be allowed yearly, eleven (11) days sick leave, the unused portion to accumulate to 180 days. Employees shall be credited

with additional days each year in the fall and shall be limited to 180 days at the end of each year.

2. New Hires

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

3. Annual Accounting

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

4. Family Illness

Up to eleven (11) days per year, non-accumulative of sick leave, will be allowed for illness in the immediate family with sick leave pay. This is deducted from the allowable sick leave. "Immediate family" shall mean spouse, child, stepchild, parent or other dependent.

5. Inclement Weather

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

6. Sick Leave Bank

A bargaining unit member may donate his/her accumulated sick leave days to the sick leave bank for use by a bargaining unit member who has exhausted his/her accumulated leave. Donations by employees shall be in accordance with the following:

- a. Voluntary donations of one (1) day per year per employee into a sick leave bank.
- b. Maximum accumulation in the sick leave bank of 150 days, upon which donations shall cease.
- c. To be eligible to receive donated days, an employee must have gone five (5) working days beyond the date of exhaustion of their accumulated leave.

- d. A doctor's statement may be required to verify the illness and the need for the continued absence.
- e. A committee appointed by the Association and one administrator, will review requests for days from the sick leave bank, for approval. The Association shall inform the Board at the beginning of each school year of the names of the Association representatives who will be serving on the committee.
- f. Failure of the committee to approve sick bank days for any particular employee shall not be the basis of any grievance, nor shall such denial be the basis of any claim whatsoever against the Board.
- g. If the sick leave bank drops to ninety (90) days or less, the employees may resume annual voluntary donations of one (1) day per employee until the sick leave bank is restored to the maximum of 150 days.

B. BEREAVEMENT

A leave with pay will be granted in addition to sick leave in the event of a death or deaths in an employee's immediate family. "Immediate family" shall mean the following: spouse, child, step-child, mother, father, mother-in-law, father-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, brother, sister, brother-in-law, or sister-in-law. The leave shall not exceed three (3) school days per death or nine (9) school days in toto in any given school year and such days shall be non-accumulative. Bereavement leaves without pay in excess of the number of days provided above may be granted at the discretion of the Board or its designee.

C. MISCELLANEOUS LEAVE

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

D. PERSONAL BUSINESS

1. Each employee will be allowed two (2) days of absence during the school year without loss of salary, and with only the second such day deductible from sick leave, to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside of the regular school day. An applicant need not state the reason for such leave, but it is recognized that such requests must be made in writing five calendar days in advance except in case of emergency. The personal business days may not be used immediately before or following a vacation except by express approval of the Superintendent. Any unused personal business days shall be added to the employee's accumulated sick leave at the end of each year.
2. The personal business day may be used for transacting personal business or attending to affairs of a personal nature that cannot be done on a weekend or outside a school day. We use as examples: legal affairs and/or business transactions where we are dealing with people or places that do not usually carry on business on weekends or after the normal school day. Also included are very personal obligations of a moral nature, such as appearance in court as a witness, death and funerals of very close associates that are not normally covered by our sick leave policy. This day is not intended to be used for rest, recreation, personal gain, or to interview for employment.

E. SABBATICAL

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

1. Such leave may be granted to a contract employee who has been employed at least seven (7) consecutive years and who has not had a sabbatical leave during the seven (7) years immediately preceding. The leave shall be granted to not exceed two (2) semesters.
2. An employee on sabbatical leave shall receive as compensation during the period of absence one-third (1/3) of his/her regular scheduled salary. Compensation shall be paid at the same time as to other employees of his/her professional rate. An employee on sabbatical leave shall receive the schedule increment and/or adjustments in salary, and credit toward retirement the same as he/she would have received were he/she occupying his/her regular assignment.

3. The number of persons given sabbatical leave in any year shall be limited to one (1) or not more than one percent (1%) of the total number of instructional employees. The number of leaves granted shall be based on:
 - a. the estimated value of the plan to the individual and to the school system;
 - b. the amount of seniority;
 - c. the length of time since the last sabbatical leave.
4. Such employee on sabbatical leave shall report all compensation received from sources other than that from the Board as a result of his/her sabbatical leave, provided that compensation shall not include such items as allowance for travel, cost-of-living, adjustments for foreign service, research, or other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board shall be reduced to bring the total to the amount of the salary he/she would have received if on active duty.
5. Such employee shall agree to return to service with the Board for a period of two (2) years. The employee who fails to return to the system upon completion of his/her sabbatical leave shall refund all compensation paid to him/her or after one year with the system, he/she shall return one-half (½) of the former compensation.
6. Such employee shall make reports of his/her activities pertaining to the reason(s) sabbatical leave was granted as may be requested by the Superintendent.
7. Upon return from leave, an employee shall be assigned to the same position, if available, or a substantially equivalent position.

F. DISABILITY LEAVE

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

1. In the event of a disability the teacher shall notify the Superintendent. This notice shall be accompanied by a statement from the attending physician specifying the disability and its probable duration.

2. Any employee on disability leave is to report back to work on the date the employee's physician states he/she is able to return to work. Leave may be extended without pay by mutual agreement.
3. An employee on disability must submit a written, signed statement from his/her attending physician stating that the employee is capable of returning and performing the full duties of his/her assignment before he/she returns to work.
4. Failure to report to work on the date the disability ends without notification and approval shall be considered as voluntary termination of employment except under extenuating circumstances.
5. The Board shall have the right to request additional information and/or opinion of another physician of its choice, at the Board's expense, whenever the length of disability is in question.
6. Upon return, the employee shall be returned to his/her former position or an equivalent position.
7. This leave may be taken with pay and benefits, deductible from sick leave, or without pay, at the employee's option with a continuation of other benefits for a maximum of 75 calendar days.

ARTICLE 14 LEAVES WITHOUT PAY

All requests for the following leaves of absence shall be applied for and approved or disapproved in writing. They shall be submitted to the Superintendent's office for action by the Superintendent and the Board of Education. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

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

A. FAMILY ILLNESS

Leave without pay or salary increment shall be granted for the purpose of caring for sick members of the immediate family and may not exceed two (2) semesters unless an extension is granted by the Superintendent. Proof in writing from the attending physician must be submitted to the Superintendent of Schools.

Notification of return to duty must be made in sufficient time to make adjustment relative to the vacancy created by the employee's leave.

B. CHILD CARE

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

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

C. MILITARY

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

D. ASSOCIATION

Employees who are officers of the Association and who are appointed to its staff shall be given leave of absence without pay for up to one year for the purpose of performing duties for the Association. Such employees shall receive credit toward annual salary increment and be placed in a position upon return from such leave.

E. EXCHANGE PROGRAMS

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

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

F. ADVANCED STUDY

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

G. PEACE CORPS

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

H. PUBLIC OFFICE

The Board may grant a leave of absence without pay for up to one (1) year to any employee to campaign for, or serve in, a public office. Such an employee shall be

placed in a position and receive credit for annual increment upon return from such leave.

I. EXTENDED ILLNESS

Leave without pay may be granted to any employee who is unable to perform his/her regularly assigned duties for an extended period of time because of personal illness. Such extended illness shall be certified by a physician. The full amount of accrued sick leave may be used in all cases of this type, after which, pay shall cease. Continued employment shall be in accordance with Sec. 38.112 of the Michigan Tenure Act.

J. CAREER EXPLORATION

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

K. OTHER LEAVES

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

ARTICLE 15 EMPLOYEE EVALUATION

A. FORMATIVE EVALUATION

1. Formative evaluation shall be defined as that process whereby the teacher works cooperatively with the principal and other certified staff to improve the teaching performance. Evaluation is always done cooperatively.
2. To promote the positive benefits of this approach to improving teaching performance, the Board and its representatives shall be specifically prohibited from using formative evaluation to the disadvantage of the employee such as for suspension, disciplinary reasons or for dismissal proceedings. Any written formative evaluation materials shall be privileged communications between the principal and/or other certified staff and the teacher. No formative evaluation materials shall be placed in personnel files.

B. SUMMATIVE EVALUATION

1. Summative evaluation shall be defined as the formal process of assessing an employee's overall professional effectiveness for purposes of continued employment, tenure, or other benefits. Summative evaluation shall be conducted subject to the terms of this contract and written on the form provided unless otherwise agreed to in this article.
2. Observation and evaluation of the performance of each employee is the responsibility of the Board. An official observation is a visit of not less than thirty (30) consecutive minutes by the administration (i.e. Principal or immediate supervisor) to the employee's place of performance for the purpose of gathering performance information. An evaluation is an official written record signed by the administration and the employee that is placed in the employee's official personnel file. Signature of the employee indicates awareness of the content of the evaluation. Such evaluation shall be completed on or before May 15 of the school year.
3. K-12 EMPLOYEE
 - a. Probationary teachers shall be observed at least three (3) times per year. Two (2) of the observations shall occur during the first semester or portion thereof (provided the portion is greater than one-half (1/2) the semester). The third observation shall occur during the second semester of employment and prior to May 1. During subsequent semesters, probationary teachers will be observed using the same procedure as stated above.
 - b. Annually principals shall perform at least one formative or summative evaluation of each tenured employee with discretionary authority to conduct either as long as at least one summative evaluation is performed once every three years.

C. CLASSROOM FUNCTIONS

When conducting the observation the administrator shall not attempt to participate in the functions which are the duties and responsibilities of the employee.

D. PERSONNEL FILE

1. Each employee shall have the right, upon request, to review the contents of his/her own personnel file in the presence of an administrator or designee. A representative of the Association may, at the employee's request, accompany the employee in this review. Each employee's personnel file shall contain the following minimum items of information, if available:

- a. Required medical information;
 - b. All employee evaluation reports;
 - c. A copy of the employee's certificate for an incoming employee;
 - d. A transcript of academic records, and
 - e. Tenure recommendation (for teachers).
2. No adverse material may be placed therein without allowing the employee an opportunity to file a response thereto. Said response shall become a part of said file.

E. SUBJECT TO GRIEVANCE

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

F. CONDUCTED OPENLY

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

G. WRITTEN REPORT

Within ten (10) working days after each observation, the administration will prepare a written report of the observation and will review it with the employee. Included in the report will be the employee's areas of strength and weakness. An employee who disagrees with an observation or recommendation may submit a written answer within ten (10) school days which shall be attached to the observation, written report and/or evaluations.

H. FINAL EVALUATION

A final written evaluation of the job performance of each employee will be completed by the Administration. Within five (5) school days the evaluation will be reviewed by the Administration and the employee. Upon completion of the review, both the Administrator and the employee shall sign the evaluation. A copy will be given to the employee and a copy will be placed in the Board's official personnel file of the employee.

I. JUST CAUSE

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction of rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure, provided, however, that the dismissal or denial of tenure to a probationary teacher, discharge or demotion of a tenure teacher, and any adverse teaching evaluation may be processed through the Board level grievance procedure or the provisions of the Tenure Act where applicable but shall not be arbitrable. In all such situations, the Association shall be notified of its right to be present and speak on behalf of any employee before any regular or executive session of the Board which is to deal specifically with the grievance.

J. REPRESENTATION

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

K. EXTRA-CURRICULAR

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

L. FORM

Standard uniform evaluation forms shall be used by the administration for evaluating an employee. If this form is not used, in a particular building, an

alternate form mutually agreed to by the supervisor (principal) and staff shall be used. Criteria for measuring professional performance on the alternate form will be determined by a committee composed of employees and administrators.

ARTICLE 16 PROBATIONARY EMPLOYEES

A. EXTRA DUTY

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

B. EMPLOYEES NOT AFFECTED BY THE TENURE ACT

The probationary period will be four (4) years. After completion of the probationary period, the following procedure will be in effect for employees employed in positions not covered by the Tenure Act.

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

ARTICLE 17 STRIKES AND SANCTIONS

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

ARTICLE 18 NEGOTIATION PROCEDURES

A. CONFERENCE

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

B. TEAM MEMBERS

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

C. IMPASSE

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

D. RELEASED TIME

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

ARTICLE 19 GRIEVANCE PROCEDURE

A. INFORMAL

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

B. LEVEL ONE - FORMAL

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

C. LEVEL TWO - SUPERINTENDENT

1. If the aggrieved are not satisfied with the disposition of the grievance at Level One, the written grievance shall within five (5) school days be transmitted to the Superintendent. Within ten (10) school days of receipt of the grievance, the Superintendent and the grievance committee of the Board shall meet with the aggrieved and grievance representative of the Association in an effort to resolve the grievance. The affected employee(s) must be present at such meetings at the request of either the Association and/or Superintendent. By mutual agreement, the grievance committee of the Board will not be required to attend these hearings and the meeting will be held only between the Association and the Administration. System wide grievances may be submitted directly to the Superintendent by the Association.
2. The Superintendent shall have five (5) school days to respond to the grievance. If the grievance shall be denied by the Superintendent, the grievance shall immediately be transmitted to the Association with a statement of reasons why it is being disapproved.

D. LEVEL THREE - ARBITRATION

1. If the grievance is not settled at Level two, the Association may, within twenty (20) school days after the receipt of the Superintendent's decision at Level Two, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Board.
2. Within ten (10) school days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association, may agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, within the ten (10) day period herein provided, either the Board or the Association may, within twenty (20) school days after the date of the written request for arbitration, request M.E.R.C. to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the M.E.R.C.
3. The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
4. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.

The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
5. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgement for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary teachers shall not be subject to arbitration.
6. The arbitrator's fees and expenses shall be borne by the losing party. The expenses and compensation of any witness or participants in the arbitration

shall be paid by the party calling such witness or requesting such participant.

7. A complaint or dispute involving the discharge or demotion of a teacher on continuing tenure shall not be subject to the grievance and arbitration procedure but shall be presented, heard, and resolved pursuant to the provisions of Act 4, Public Acts of Michigan, 1937 (Ex. Sess.), as amended (Tenure of Teachers Act.).
8. All arbitration hearings shall be held in the school district.
9. Grievances filed after May 1 may be filed concurrently with the principal/immediate supervisor and the Superintendent. Both parties will make efforts to resolve any disputes prior to the end of the current school year.
10. Timelines contained in this procedure may be extended by mutual agreement in writing.

ARTICLE 20 PHYSICAL AND/OR PSYCHOLOGICAL EXAMINATIONS

A. HEPATITIS B

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

B. PHYSICAL - PSYCHOLOGICAL

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

C. ALCOHOL ILLNESS

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

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

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

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

ARTICLE 21 STUDENT DISCIPLINE

A. SUPPORT

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

B. SAFETY

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

GRIEVANCE REPORT FORM

Support Staff

Date _____

COMSTOCK PARK PUBLIC SCHOOLS

(Submit to Supervisor in Duplicate)

Name(s) of Grievant(s)

Building/Department

Classification

LEVEL 1.a (Timelines: Within 10 working days of the occurrence)

A. Date grievance occurred: _____

B. 1. Statement of Grievance _____

2. Section(s) and/or subsection(s) of the contract alleged to have been violated _____

3. Relief Sought _____

C. Date of Initial Verbal Meeting with Supervisor _____

D. Position of Grievant _____

Signature of Grievant

Date

(Timelines: If grievant is not satisfied with verbal response from supervisor, the grievant has 15 working days of the occurrence to submit to their supervisor a written grievance)

Written grievance submitted to supervisor on: _____ (Filing Date of Grievance)

LEVEL 1.b (Timelines: Within 10 working days of the filing date, supervisor will meet to resolve issue)

A. Date of Second Meeting with Supervisor _____

B. Position of Grievant _____

Signature of Grievant Date

Signature of Supervisor Date

(Timelines: Within 5 working days of the meeting, supervisor will provide written answer to grievant)

C. Disposition by Supervisor _____

Signature of Supervisor Date

(Submit to Superintendent or designee)

LEVEL 2.a (Timelines: If grievant is not satisfied with the disposition at Level 1.b, they must provide written notification within 7 working days to the Superintendent or designee) At this level, the grievance must be co-signed by the aggrieved and the Union except as provided by Act 379.

Received by Superintendent/designee/Board Committee _____ Date _____
Signature

Grievant Signature _____ Date _____

Association's Signature _____ Date _____

LEVEL 2.b (Timelines: Within 10 working days of receipt of grievance, the Superintendent/Designee and Board of Education Grievance Committee* will meet with grievant/union to discuss issues.) *attendance can be waived by mutual agreement

A. Date of Meeting with Superintendent or designee _____

(Timelines: A written answer will be given within 10 working days of meeting)

B. Disposition by Superintendent/designee/Board Committee _____

Signature Superintendent/Designee/Committee Date

8. Employees may request who their partners may be for the shared position.
9. New job sharing positions may be limited to not more than one classroom per grade.
10. Each teacher in the shared position agrees to attend all staff meetings and professional development activities.

C. COMPENSATION

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

ARTICLE 25 ANNEXATION / CONSOLIDATION

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

ARTICLE 26 SALARY

A. PREVIOUS DEGREE AND SERVICE

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

B. CREDENTIALS

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

C. SALARY SCHEDULE

The schedule is based on the graduate semester hour.

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

D. INTERNS

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

E. PART-TIME REGULAR EMPLOYMENT

1. Employees employed or recalled to part-time positions on a regular basis will receive pro rata wages as provided in the March 16, 1981 letter of Agreement between the CPEA/KCEA and the Superintendent of Schools. Part-time employees are required to attend all conferences, open houses, curriculum days, in-services, etc., required of a full-time employee, except that part-time employees shall not be required to return to work for a faculty meeting that is held at a time not immediately preceding or following their regular assigned hours.
2. Part-time employees shall be entitled, upon request, to available full-time employment according to accumulated seniority, certification and qualification. Such request shall be submitted in writing by March 30 for full-time employment at the beginning of the next school year.

SALARY SCHEDULE

1999 - 2000

Step	BA	BA20	BA34& MA	MA10	MA20	MA30
1	29,321	29,899	32,277	32,963	33,652	34,341
2	30,479	31,107	33,608	34,315	35,024	35,734
3	31,687	32,368	34,995	35,722	36,452	37,182
4	32,939	33,678	36,437	37,185	37,939	38,692
5	34,244	35,039	37,942	38,713	39,487	40,258
6	35,587	36,458	39,504	40,299	41,094	41,891
7	37,006	37,933	41,132	41,950	42,771	43,592
8	38,472	39,466	42,829	43,668	44,515	45,357
9	39,994	41,064	44,597	45,460	46,327	47,195
10	41,577	42,724	46,436	47,324	48,219	49,110
11	43,222	44,454	48,351	49,262	50,183	51,101
12	44,932	46,251	50,341	51,283	52,227	53,171
15	46,709	48,122	52,420	53,385	54,361	55,329
20	48,556	50,069	54,581	55,572	56,584	57,575
25	50,476	52,095	56,830	57,851	58,897	59,915

ARTICLE 27

ADDENDA

Addenda will be paid on the BA Base Salary

A. CO-CURRICULAR

Class	
9th and 10th	2.5
11th and 12th	3.5
High School Student Council	2.5
Middle School Student Council	1.5
Safety Patrol	4.0
High School Musical Choral	4.0
High School Musical Band & Plays	2.0
Club Sponsors	2.5
Yearbook Advisor	8.0
MS Yearbook	1.5
North Kent Yearbook	1.5
Band Director	10.0
Choral Director	5.0

B. CURRICULAR (One-year experimental concept) 3.5
Subject Area Coordinators

(Minimum of 4, district-wide. Duties to be determined by Administration and shall include serving on the school improvement committee. Stipend supersedes payment under Article 6, B.)

C. ATHLETICS

GROUP I	Varsity Football, Varsity Basketball (boys or girls), Varsity Wrestling	11-13-14-15-16
GROUP II	Varsity Track, Varsity Baseball, Varsity Softball, Varsity Football Asst., Varsity Volleyball, JV Foot- ball, Cross Country (boys and girls)	9-10-11-12-13
GROUP III	JV Basketball (boys or girls), Wrestling Asst., *9th Grade Football, JV Football Asst., JV Wrestling	8-9-10-11-12

GROUP IV	Cross Country (boys or girls), Tennis (boys or girls), Golf, Asst. Track, JV Baseball, JV Softball, 9th Grade Basketball, 9th Grade Football Asst., JV Volleyball, Freshman Sports (except *Football)	7-8-9-10-11
GROUP V	MS (Middle School Sports) based on at least a 10 week season. If the sport is less than 10 weeks, addendum is to be reduced proportionately.	5-6-7-8-9
D.	<u>OTHERS</u>	
	Girls Bowling, MS Cheerleading, MS Intramurals	3-4-5-6
	High School Cheerleading	6-7-8-9
	High School Pom Pon	6-7-8-9
	Auxiliary Band Personnel	6-7-8-9
E.	<u>SCORERS</u>	
	Varsity Football, Basketball, Wrestling	\$11.48
	JV Football, Basketball, MS Wrestling	9.19
	Freshman Football, Basketball, JV Wrestling,	
	MS Basketball, Varsity Volleyball	7.88
	JV Volleyball, MS Volleyball	5.16
F.	<u>TICKETS, GATE, DOORGUARDS, OTHERS</u>	\$ 5.16

ARTICLE 28 GUIDANCE COUNSELORS

A. WORK DAY

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

B. COUNSELING LOADS

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

C. WORK BEYOND THE SCHOOL YEAR

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

ARTICLE 29 FRINGE BENEFITS

A. MEDICAL INSURANCE

For each full-time employee who requests it, the Board of Education will pay the full cost of either Plan A or Plan B as described below at the lowest carrier rate available to MESSA.

PLAN A:

Super Care 1	
Long Term Disability	66 2/3%
	\$4,500 maximum
	120 calendar days - modified fill
	Freeze on offsets
	Alcoholism/drug addiction 2 year
	Mental/nervous 2 year
Delta Dental	90/90/75, \$2,500
Negotiated Life	\$50,000 AD&D
Vision	VSP-3

PLAN B:

Long Term Disability	66 2/3%
	\$4,500 maximum
	120 calendar days - modified fill
	Freeze on offsets
	Alcoholism/drug addiction 2 year
	Mental/nervous 2 year
Delta Dental	90/90/75, \$2,500
Negotiated Life	\$50,000 AD&D
Dependent Life	\$25,000/\$12,500
Vision	VSP-3

B. OPTION GROUP

1. The Comstock Park Board of Education will contribute \$110.00 monthly toward the purchase of approved options for each employee not electing health insurance (Plan A above).
2. Other approved options include MESSA non-taxable Fixed Options, the remainder toward the MESSA non-taxable variable options or annuities. Employees eligible for options shall meet as soon as possible prior to the close of the annual enrollment period each year to arrange for the programs and/or coverage. This language offers the widest possible offerings under the MESSA options programs.
3. Any additional cost above the above-mentioned limits will be paid by the employee through payroll deduction.

C. HALF-TIME EMPLOYEES

The Board will, upon request, pay one-half (1/2) of the premium of medical insurance for an employee who is employed on a regular half-time basis, and the employee shall pay one-half of the premium.

D. PAYMENTS

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

1. An employee shall not cover his dependents if they are receiving coverage via the same or another hospitalization policy (non-duplication).
2. A single person (defined as an employee who receives coverage for himself or herself only) qualifies for individual membership under group provisions.
3. Payments shall be made for a twelve (12) month period. The Board will also provide full coverage for three (3) months for any employee laid off.
4. The insurance benefits provided in this Article shall begin when the employee has properly completed the necessary forms and actually begins employment. Such insurance shall terminate when the employee's employment is terminated or when the employee is on a leave of absence without pay. The employee shall have the option, subject to Article 29 D6, of continuing his/her coverage by assuming payments when payments provided by the Board under terms of this Master Agreement expire.
5. The Board will continue to pay the employee's insurance premiums as stated in this Master Agreement while the employee is under contract with the Board. If the employee is on extended sick leave (Article 14, I), the Board will continue to make payments for the employee's insurance coverage for no less than the period of time during which the employee receives sick leave pay, no less than the full twelve months of the insurance contract year, or no less than 90 days, whichever of these three is greater to the extent permissible under Article 29, D6. The employee shall have the option, subject to Article 29 D6, of continuing his/her coverage by assuming payments when payments provided by the Board under terms of this Master Agreement expire.
6. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters.
7. The Board's responsibilities shall not extend to the provision of benefits unless it has failed in meeting its responsibilities which shall be limited to:
 - a. timely paying of all premiums;

- b. complying with all requirements of the employer required by the carrier and/or underwriter;
 - c. securing insurance coverage no less than that which is outlined in the certificate of insurance on file in the business or administrative office.
8. Disputes between beneficiaries or employees and any insurance company shall not be subject to the Grievance Procedure established herein.

ARTICLE 30 OTHER CREDITS AND REIMBURSEMENTS

A. TUITION REIMBURSEMENT

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

1. \$60.00 (maximum) per semester hour or \$40.00 (maximum) per term hour provided a grade of "B" or better is earned.
2. In all cases the employee must sign a contract to return the following year.
3. In order to receive reimbursement the courses taken must be graduate courses in the employee's field of instruction. Undergraduate credit hours will be eligible for reimbursement if they are part of an approved Masters program certified by the college advisor.
4. Prior to taking any course, the employee will submit the course to the Administration (on the form provided indicating relationship to field of instruction). (See Appendix D).
5. Reimbursement shall be made within thirty (30) days after presentation of credits earned during the preceding contractual year while in the employ of the Board.
6. Courses subject to reimbursement or eligible for advancement on the Salary Schedule will be limited to four classes per calendar year.
7. Classes required for North Central accreditation shall be reimbursed at the average per hour cost of MSU and WMU for employees hired on or before July 1, 1992.

B. TRAVEL EXPENSE

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

C. EXTRA CLASSROOM PERIODS

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

D. EXPERIENCE

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

ARTICLE 31 PAYROLL PROCEDURE

A. CHECKS

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

B. NUMBER OF PAY DAYS

Contractual salaries will be divided by twenty-one (21) or twenty-six (26) as requested by the employee on forms provided by the Administration, with option of the last six (6) pays of the twenty-six (26) in a lump sum. Request for lump sum shall be made on the payroll date closest to April 1, on forms provided by the Administration.

C. DEDUCTIONS

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

D. SCHOOL NOT IN SESSION

Should a regular pay date fall during a period when school is not in session, arrangements shall be provided for each employee to pick up their payroll checks,

or have them mailed to an address provided by the employee on the day before the regular payroll date.

ARTICLE 32 PERSONAL CONTRACTS

A. ISSUANCE AND RETURN

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

B. SUPPLEMENTARY ADDENDA

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

C. SUMMER ADDENDA

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

D. LETTERS OF INTENT

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

ARTICLE 33 AGREEMENT PROVISIONS

A. SUPREMACY CLAUSE

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

B. CONTRARY TO LAW

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

C. PRODUCTION AND DISTRIBUTION OF AGREEMENT

Prior to printing, the negotiated Agreement shall be submitted to the negotiating committee for the Association for proofreading and approval. The District shall provide each teacher with a copy of the Agreement. The Association shall be furnished with thirty (30) additional copies of the final printed Agreement.

D. "ZIPPER CLAUSE"

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

E. CHANGES OF AGREEMENT

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

F. DURATION

This Agreement shall be in effect as of ratification and shall continue in effect until August 31, 2000. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

NEGOTIATORS

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By Raymond Bedford

By Stephen Hawley

By Harold Christ

By James J. V. [Signature]

By Kim Pfeiffer

Other members of the Association Bargaining Team are as follows:

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

Dan Robinson

Charlene M. Rowley

Mike Stephens, KCEA

Byron Chitwood

Robert Burnside

John VanLoon

Sue Dumala, MASB

Dated this 3 day of August, 1999.

APPENDIX A
1999-2000 CALENDAR
COMSTOCK PARK PUBLIC SCHOOLS

<p>AUGUST</p> <table border="0" style="width: 100%;"> <tr><td>16</td><td>NT</td><td>NT</td><td>NT</td><td>20</td><td>S</td><td>T</td></tr> <tr><td>TO</td><td>SR</td><td>25</td><td>26</td><td>27</td><td>(4)</td><td>(5)</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td>(2)</td><td>(2)</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>6</td><td>7</td></tr> </table>	16	NT	NT	NT	20	S	T	TO	SR	25	26	27	(4)	(5)	30	31				(2)	(2)						6	7	<p>FEBRUARY</p> <table border="0" style="width: 100%;"> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>(4)</td><td>(4)</td></tr> <tr><td>7</td><td>8</td><td>CD</td><td>10</td><td>11</td><td>(5)</td><td>(5)</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>NS</td><td>(4)</td><td>(4)</td></tr> <tr><td>NS</td><td>22</td><td>23</td><td>24</td><td>25</td><td>(4)</td><td>(4)</td></tr> <tr><td>28</td><td>29</td><td></td><td></td><td></td><td>(2)</td><td>(2)</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>19</td><td>19</td></tr> </table>		1	2	3	4	(4)	(4)	7	8	CD	10	11	(5)	(5)	14	15	16	17	NS	(4)	(4)	NS	22	23	24	25	(4)	(4)	28	29				(2)	(2)						19	19	<p>SEPTEMBER</p> <table border="0" style="width: 100%;"> <tr><td></td><td></td><td>1</td><td>2</td><td>NS</td><td>(2)</td><td>(2)</td></tr> <tr><td>LD</td><td>7</td><td>8</td><td>9</td><td>10</td><td>(4)</td><td>(4)</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>(5)</td><td>(5)</td></tr> <tr><td>20</td><td>21</td><td>FW</td><td>23</td><td>24</td><td>(5)</td><td>(5)</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td>(4)</td><td>(4)</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>20</td><td>20</td></tr> </table>			1	2	NS	(2)	(2)	LD	7	8	9	10	(4)	(4)	13	14	15	16	17	(5)	(5)	20	21	FW	23	24	(5)	(5)	27	28	29	30		(4)	(4)						20	20	<p>MARCH</p> <table border="0" style="width: 100%;"> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>(3)</td><td>(3)</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>(5)</td><td>(5)</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>PD</td><td>17</td><td>(4)</td><td>(5)</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>EM</td><td>(5)</td><td>(5)</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>CT</td><td>CT</td><td>(4)</td><td>(5)</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>21</td><td>23</td></tr> </table>				1	2	3	(3)	(3)	6	7	8	9	10	(5)	(5)	13	14	15	PD	17	(4)	(5)	20	21	22	23	EM	(5)	(5)	27	28	29	CT	CT	(4)	(5)						21	23						
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NT New Teacher Introduction	SR Students Report	PD Professional Development
EM End Marking Period	TV Thanksgiving Vacation	NY New Year No School
ES End Semester	WV Winter Vacation	MD Memorial Day
NS No School	SV Spring Vacation	LD Labor Day
FW Fourth Wed - Count Day	TO Teacher Orientation	_____ Indicates half days
GF Good Friday	CD Second Count Day	
CT Comp Time for PT Conf	NT New Teachers report for 2 days the week prior to opening	
PT Parent-Teacher Conference See Building Schedule for PT Schedule for PT Schedules & Dates (3 days . . . End of 1st Semester half days for HS & MC *half days .. PD for ELEM) (3 days . . . End of Year - 2nd Semester half days for all schools)	

5/6/99 FINAL

APPENDIX B

GRIEVANCE REPORT FORM

Grievance # _____ School District _____

GRIEVANCE REPORT

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
-----------------	-------------------	-------------------------	-------------------

LEVEL ONE - INFORMAL

A. Date Cause of Grievance Occurred _____

B. Article & Section allegedly violated _____

C. Statement of Grievance

D. Relief Sought

Signature of Aggrieved Party(ies)

Date

E. Disposition by Principal or immediate Supervisor

Signature of Principal or immediate
Supervisor

Date

F. Position of Grievant and/or Association

Signature

Date

LEVEL TWO - FORMAL

A. Date Received by Superintendent or Designee

B. Disposition of Superintendent or Designee

Signature of Superintendent or Designee

Date

C. Position of Grievant and/or Association

Signature

Date

LEVEL THREE - ARBITRATION

A. Date Submitted to Arbitration

B. Disposition and Award of Arbitrator

Signature

Date of Decision

APPENDIX C
COMSTOCK PARK PUBLIC SCHOOLS
TEACHER EVALUATION SHEET

NAME _____ SCHOOL _____

Grade or Department _____ Certification _____ Expiration Date _____

Probation Year 1 ____ 2 ____ 3 ____ On Tenure _____

Evaluator _____ Date _____

Examples of Evaluation Criteria

| |

(The items listed in the left hand column are suggestions for use in preparing narrative comments in each of the major areas of evaluation.)

TEACHER-STUDENT RELATIONSHIP

—*
—

- Fosters a better self-image in each student
- Encourages Student-Teacher rapport
- Earns mutual respect
- Motivates student interest
- Encourages self-discipline
- Is fair, firm, friendly
- Encourages and offers praise toward positive reinforcement

TEACHER-STAFF RELATIONSHIP

—*
—

- Is straightforward and honest in a compassionate and constructive fashion
- Respects the rights and opinions of other employees
- Offers a willingness to share ideas and resources
- Demonstrates a willingness to accept and use suggestions
- Accepts share of responsibilities

TEACHER-PARENT RELATIONSHIP

—*
—

- Communicates effectively and initiates contacts both positive and negative
- Keeps parents informed of social and academic progress
- Respects parents' opinion
- Strives for mutual goals

| |

INSTRUCTIONAL SKILLS

_____*
_____*

- Promotes a plan for student growth
- Demonstrates a willingness to use a variety of techniques and materials
- Promotes student thinking and creativity
- Demonstrates a willingness to respond to student interest
- Knowledgeable in subject areas
- Provides clear explanations
- Develops definite plans, yet remains flexible to meet classroom needs

PROFESSIONAL QUALITIES

_____*
_____*

- Demonstrates continued academic growth
- Demonstrates responsibility in meeting reasonable demands
- Demonstrates reliability and enthusiasm, poise and self-confidence
- Is emotionally stable and in good physical health
- Uses good judgment and tact
- Is committed to students and their progress

| |

* S - Satisfactory Performance
U - Unsatisfactory Performance

ADDITIONAL COMMENTS:

TEACHER COMMENTS:

Signature of Teacher _____ Date _____

Signature of Evaluator _____ Date _____

Recommended for continued employment

Recommend for separation

Check here if additional comments are on the reverse side

APPENDIX D

COURSE IDENTIFICATION FORM

Submitted in accordance with Article 30, Section A. 4.

Check one of the following and briefly indicate the relationship of the course to field of instruction'

_____ IN FIELD OF INSTRUCTION

_____ ADVANCED DEGREE

_____ MAJOR OR MINOR WITHIN EXISTING FIELD

APPENDIX E

LETTER OF UNDERSTANDING

BETWEEN THE

COMSTOCK PARK BOARD OF EDUCATION

AND THE

COMSTOCK PARK EDUCATION ASSOCIATION

The above named parties do hereby agree to the following provisions:

1. The Association President shall meet monthly with the Superintendent and the Assistant Superintendent to discuss issues of mutual concern. The CPESP President shall also attend these meetings.
2. For the 1999-2000 school year, the parties agree to form a committee comprised of representatives of the Association and representatives of the Board to explore insurance options and total compensation issues. The work of the committee is not binding on either party. There will be no formal report, minutes or endorsement offered by the committee. The representatives of each party are simply to report back to their constituents as to the findings of the committee. All issues are subject to negotiations following the expiration of the 1999-2000 Master Agreement and this letter will expire with said expiration.

This represents the full and complete understanding of the parties with regard to these matters.

FOR THE BOARD

FOR THE UNION



DATE

DATE

8/10/99

8/3/99

APPENDIX F

Method of payment for part-time employees covered by the provisions of the currently effective Master Agreement, 1980-82.

Stipulations:

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

8) Definitions: Article 1
Recognition
Exclusive bargaining representative
Local Association and employee
Teacher

Article 6 Calendar Guides
Work days

Article 7 Work Hours
Work Hours and Work Loads
Conference Period

Article 10 Vacancies and Promotions
Vacancy

Article 11 Transfer
Transfer

Article 12	Seniority, Layoff-Recall Seniority
Article 24	Salary
Article 27	Insurance Protection Half-time Employees

Proposed procedure:

Alternative A.

- Step One: Multiply the number of assigned classroom duty periods to be assigned the part-time employee by the number of minutes in a classroom duty period, to determine the number of minutes on duty.
- Step Two: Divide Step One (total minutes on part-time duty) by the total number of minutes in a full-time classroom duty day based on five (5) sixty (60) minute classroom periods.
- Step Three: Multiply this ratio (decimal or fraction) times the salary (appropriate step and level) found in the schedule for full-time employees to determine the part-time annual wage.
- Step Four: Apply the part-time annual wage to the payroll procedures similar to that applied to regular full-time classroom employees.
- Step Five: To determine the pro rata time for non-classroom duties and responsibilities such as, planning, conference or preparation time and time before and after classes begin, multiply the ratio in Step Two by the time related to these duties.
- Step Six: All other wages, rights and/or benefits accruing to part-time employees will be prescribed by the specific provisions of the Master Contract or by such laws that govern employees pay and benefits.

Example:

Part-time employee needed for two (2) assigned classroom teaching duties, Step 3, BA experience.

Step 1: 2 periods times 60 minutes per period = 120 minutes

Step 2: 120 minutes divided by 300 minutes = 0.4 (2/5)

Step 3: 0.4 (or 2/5) times \$14,072 = \$5,628.80 annual salary

