COMSTOCK PARK PUBLIC SCHOOLS

CERTIFIED CONTRACT AGREEMENT
COMSTOCK PARK EDUCATIONAL EMPLOYEES ASSOCIATION

SEPTEMBER 1, 2025 - AUGUST 31, 2028

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PREAMBLE

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

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

This collective bargaining agreement was entered into on this 1st day of September, 2025 by and between the BOARD OF EDUCATION COMSTOCK PARK PUBLIC SCHOOLS, hereinafter referred to as the “Superintendent and/or Designee” and the KENT COUNTY EDUCATION ASSOCIATION (CPEEA/KCEA/MEA/NEA), hereinafter referred to as the "Association."

ARTICLE 1 - RECOGNITION

A. Positions

The Superintendent and/or Designee 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 Superintendent and/or Designee in the following positions:

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

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

The term “member” or “employee” when used in this Agreement shall refer to all bargaining unit employees referenced in paragraph A and its subparts, regardless of the position in which they are employed.

B. New Positions

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

C. Positions Excluded From This Unit

Excluded from the unit are the following positions:

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

D. Other Organizations

The Superintendent and/or Designee 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 Superintendent and/or Designee or its representatives and employees.

E. Subcontracting - Ancillary Staff

1. It is specifically agreed that with respect to any vacancies in positions listed in Article 27 of this Agreement, the Superintendent and/or Designee 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 Superintendent and/or Designee may hire non-bargaining unit personnel or utilize volunteers to fill such positions and shall be entitled to compensate non-bargaining unit personnel at any rate not greater than the sums set forth in Article 27 of this Agreement. Qualified shall be defined by the requirements set forth in the posting.

2. The Superintendent and /or Designee shall have the right to subcontract school psychologist work on a temporary/emergency basis, due to peak period overload.
3. The right to contract or subcontract is expressly vested in the Employer. The Employer agrees, however, that contracting or subcontracting of bargaining unit work will not be utilized to deny bargaining unit members their regularly scheduled and normal working hours or work historically performed only by members in the bargaining unit.
4. The Superintendent and/or Designee's right to participate in regional/consortium/apprenticeship educational opportunities of a nature which has existed shall not be encumbered by the above provision.

ARTICLE 2 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Employee Rights

The Superintendent and/or Designee hereby agrees that each employee of the Superintendent and/or Designee 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 Superintendent and/or Designee recognizes the right of each employee representative or a group of employees who represent the public employees may request to mediate a grievance. This does not mean that an individual employee can request a mediator.

C. Information

Upon request from the Association, the Superintendent and/or Designee shall provide reasonable information in the form in which it is available concerning the financial resources of the Superintendent and/or Designee, 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 or additional time if necessary. The request shall be in writing if directed by the Superintendent and/or Designee.

D. Facilities

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

E. Local Association Involvement

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

F. Mail

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

G. 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 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 and the employee's retirement contribution. The Association shall be responsible for the record keeping related to this provision and make such records available to the Employer. District will invoice the association for these costs within thirty (30) days.

H. 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.

I. 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, membership in, or involvement in the normal activities of the Association. The parties recognize the protection provided here for a handicap is limited to reasonable accommodation. The duty to provide reasonable accommodations under this agreement shall be interpreted in a manner consistent with the American Disability Act (ADA).

C. Personnel File

1. *Ancillary Staff*

Each employee, upon request, has the right to review the entire contents of his/her personnel file. A representative of the Association may accompany the employee if so requested. If there is a disagreement with information contained in a personnel record, the employee may submit a written statement explaining the employee's position. 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 Superintendent and/or Designee; however, the parties recognize that material regarding unprofessional conduct cannot be removed from the file regardless of any agreement to the contrary. The Superintendent and/or Designee 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 Superintendent and/or Designee (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 Superintendent and/or Designee (e.g., Workers' Compensation, arbitration, MERC, etc.). Identification of the requesting person will be provided, if known.

Any ancillary staff employee items related to discipline excluding unprofessional conduct that are older than three (3) years shall be considered as "expired discipline". These items will not be disclosed to a third party.

2. *Others*

Each employee, upon request, has the right to review the entire contents of his/her personnel file. A representative of the Association may accompany the employee if so requested. If there is a disagreement with information contained in a personnel record, the employee may submit a written statement explaining the employee's position. 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 Superintendent and/or Designee; however, the parties recognize that material that pertains to prohibited subjects of bargaining such as, unprofessional conduct, teacher evaluation and teacher discipline cannot be removed from the file regardless of any agreement to the contrary. The Superintendent and/or Designee 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 Superintendent and/or Designee (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 will8 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 Superintendent and/or Designee do not waive their rights to invoke Article 4 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 - BOARD RIGHTS

A. Responsibilities

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

B. Authority

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

C. Management

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

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

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

D. Additional Compensation

In order to comply with Section 164 h (1)(d) of PA 108 of 2017, Sec. 380.1250, the Board shall adopt policies to comply with this provision and communicate the details of those policies to the association no later than October 1 of each year. Such policy shall not alter the provisions contained in this Collective Bargaining Agreement, in any way.

ARTICLE 5 - CALENDAR GUIDES

A. Work Days

Conference time shall be as follows unless agreed to otherwise by the superintendent and the Association President as recommended by a Building School Improvement Team:

Semester (K-12)

Fall and Spring

Two (2) conferences at 3.5 hours in length, one (1) in the Fall and one (1) in the Spring.

Conference dates and times will be determined by each building's school improvement committee by the end of May for the following school year. Any additional conference sessions agreed to by the Superintendent and Association President will be compensated with additional compensatory time as follows: for every 3.5-hour conference time served, a teacher will be granted one half (1/2) compensatory day. Part time teachers shall receive the same rate of compensatory time as full-time teachers.

B. Personal and Compensatory Day

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

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

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

2. Teachers may take a personal or compensatory day at any time, except as limited by this Agreement.
3. Teachers must apply for the use of the personal or compensatory day no less than five (5) business days before the requested use.
4. If more than the allocated number of teachers apply for use of the compensatory day or personal business day on the same day, and the use is more than sixty (60) calendar days away, the most senior of teachers will be awarded the day.
5. Once the desired day is less than sixty (60) days from requested use, seniority will not apply in the award of the day. The day, in this circumstance, will be awarded on a "first come, first serve" basis.
6. Any disputes of this portion of the contract will be resolved by the EA's President or designee and the Superintendent or designee.
7. Teachers who do NOT use compensatory day(s) by the end of the school year in which the compensatory day is earned will be paid $75 per day. The $75 payments will be made per regular payroll and before the end of the school year.
8. No teacher will be allowed to use seniority to take the same day off in more than one year.
9. No more than five (5) compensatory days and/or personal days may be used consecutively. For additional consecutive days, employees may apply to the superintendent or designee.
10. Exceptions to the above guidelines will be made at the discretion of the Superintendent or Superintendent's designee

C. Open House

Each building, through its Building School Improvement Team (BSIT), will schedule an evening open house prior to the end of the second week of the start of a new school year. The date and time shall be determined and announced by the end of May for the following school year. Teachers are expected to attend. Individual staff presence shall not exceed two (2) hour in length within a three (3) hour window for the scheduled open house. An employee with a schedule conflict or emergency shall inform the building principal and be excused.

Teachers who are unable to attend will have one-half (.5) day removed from their accumulation personal/sick day bank.

D. Compensation for Extra Work

1. For direct instructional extra work authorized by the Superintendent and/or Designee, not covered by

the attached salary schedule, the employee shall be entitled to additional compensation at an hourly rate found by dividing his/her per diem salary by six (6).

a. Required

1) State Assessments
2) Specialized Testing

b. Non-required/posted positions

1) Homebound
2) 6/5

2. For non-direct instructional extra work authorized by the Board, not covered by the salary schedule, the employee shall be compensated at $24.00 per hour.
    a. Approved Medicaid Billing time
    b. ***IEP - if Administrator or Director Approved outside of the school day.***
3. For direct or non-direct instructional time related to state or federal programs (excluding medicaid billing) the employee will be compensated at $40.00 per hour.
4. School Improvement Committee meetings will only be scheduled by administration during time scheduled for staff/in-service meetings, or through release time. Prior approved time beyond the normal teacher duty hours'/work year will be compensated at the rate of $10.00 per hour.
5. For voluntary Professional Development, Kindergarten placement testing or other voluntary work requested by Administration, the employee will be compensated at seventy-five ($75) per day.

E. School Closings

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

F. Extra Time for Newly Hired Teachers

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

G. First Day Association Meeting

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

H. Teacher Records Day

Teacher Records Day is a full contractual work day. Teachers may leave campus if records are completed and all building requirements are met.

ARTICLE 6 - WORK HOURS

A. High School (9-12)

1. ***Day Defined***

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

2. ***Zero Hour***

The Superintendent and/or Designee 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 Superintendent and/or Designee and Association joint decision-making efforts.

b. Scheduled hours of a 0-hour teacher will be consistent with Article 6 of the Master Agreement except that the teacher's day will be moved up one teaching period, unless mutually agreed between the teacher and building principal, with the concurrence of CPEEA.

c. The schedule of a 0-hour teacher will be arranged with consecutive periods so that there is no unassigned and uncompensated period, except the lunch period, between assignments, unless mutually agreed between the teacher and building principal, with the concurrence of CPEEA.

d. A teacher may volunteer but shall not be required to teach during 0-hour.

e. The building administrator will ensure that media center services are available to the 0-hour upon 24-hour notice.

f. A non-tenure teacher will not be permitted to teach five classes in addition to a zero-hour assignment without the approval of the superintendent and CPEEA.

3. ***Seminar/Advisory Period***

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

B. Middle School

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

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

C. Elementary School

1. The elementary school day (K-5) shall be seven (7) hours and five (5) minutes, except as otherwise provided in this Agreement.

2. The K-5 day shall include one (1) fifteen (15) minute duty free preparation period coinciding with recess periods for students, a thirty (30) minute duty free lunch period, and being on duty five (5) minutes before and five (5) minutes after the regular class day schedule**,** and during class changes/passing time. Any time made available to the employee because of special services offered to students through certified teachers, such as gym, music or art, shall be used as preparation time. In no case shall a K-5 teacher receive less than 250 minutes of preparation time per full week. Planning time must be counted in blocks of time no less than fifteen (15) minutes and not broken up into more than two segments a day. Any certified teacher supervising recess during their duty-free time shall be compensated per the addenda scale.

a) When an individual teacher loses planning time due to “professional development” sessions, in-services, and/or exam weeks, the building administrator and/or the School Improvement Team shall develop a plan for equitable distribution of available planning time. A plan for the year shall be determined prior to the first affected day.

b) Every attempt to create recovery of lost planning time shall be made by the building

administrator and/or the School Improvement Team, provided changes in the schedule do not affect contractual obligations of other teachers.

c) In the event the building administrator and/or the School Improvement Team are unable to develop acceptable strategies for either "a" and/or "b" above by the specified deadline, the matter will be referred to the Superintendent's office and Association leadership.

d) *Inter-travel time:* This is the 30-minute travel time that a teacher has between elementary schools when two or more sites are scheduled.

Intra-travel time: This is the five (5) minutes a teacher must have if on a cart, going from classroom to classroom, within a given building.

D. Work Load

1. ***High School***

The normal weekly load of the High School will be twenty-five (25) teaching periods and five (5) preparation periods, actual class time not to exceed 325 minutes per day. Schedules are to be worked out by administrators and employees. Flex Time is not to be counted as a preparation period and shall solely support the individual teacher's daily schedule, their areas of interest, or mentoring of students. Lesson plans nor grading shall be required for the purposes of flex time.

2. ***Middle School***

The daily teaching load of the middle school teachers shall not exceed an average of three hundred twenty-five (325) minutes of actual class time**.** Flex Time is not to be counted as a preparation period and shall solely support the individual teacher's daily schedule, their areas of interest, or mentoring of students. Lesson plans nor grading shall be required for the purposes of flex time.

3. ***Elementary School***

The daily teaching load of the elementary teachers shall not exceed an average of three hundred twenty-five (325) minutes of actual class time

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E. Emergency

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

F. Definition of On Duty

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

G. Librarians, Counselors, Psychologists, Social Workers, Reading Specialists, Speech Language Pathologists, and Teacher Consultants

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

H. Preparation Period

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

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

I. Management Guidelines Dealing With Contractual Conflicts

1. ***Direct Activity***

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

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

2. ***Indirect Activity***

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

The addendum holder has primary responsibility to present a plan to the building administrator that will assure that the curricular obligations are covered. The building administrator will determine whether the presented plan is acceptable before granting approval.

J. Annual Compliance Training (ACT)

Certified employees are required to complete mandatory Annual Compliance Training (ACT) sessions per school year before the end of September. One of the nine (9) scheduled Professional Learning Community (PLC) meetings will be designated for this training. Teachers may complete the training at a time of their choosing outside of individual teaching responsibilities. Newly hired teachers should complete this training as part of their new teacher orientation training.

ARTICLE 7 - WORK LOADS AND ASSIGNMENTS

A. 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 Superintendent and/or Designee will hold the Association harmless from any liability for the use of a student teacher as a substitute.

B. 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.

Readiness Kindergarten	20 pupils
Kindergarten	*22* pupils
Grades 1	*24* pupils
Grade 2	24 pupils
Grade 3	24 pupils
Grades 4	*26* pupils
Grades 5	*26* pupils
Grades 6-8	*31* pupils
Grades 9-12	*33* pupils
Physical Education	*42* pupils

2. Exceptions to the above ratios include classes in band, vocal music, and any other large group instruction.
3. If the ratio exceeds the above mentioned and a teacher recognizes that the needs of his/her students are not being adequately met because of class size, the employee may invoke the following procedures or be compensated two (2) dollars per class period per student (grades 6-12) or three (3) dollars per day per student per teacher of record (grades K-5).
   a. Relief Procedure
      (1) Emailing the building principal and the building union representative as soon as they are aware of a class size overage.
      (2) Administration has fifteen (15) school days to make adjustments to classroom roster after the notification. Retroactive payment for overage is not owed if roster is corrected during the grace period. If the class size issue is not adjusted within the grace period, the teacher will be paid retroactive to the first day of the overage.
      (3) A teacher must submit the request for payment to their building principal for the first half of the school year by January 31. A teacher must submit the request for payment to their building principal for the second half of the school year no more than five (5) days after the last student day.
4. At the annual request of the Association, the Superintendent and/or Designee will schedule a voluntary workshop on IEPC/LRE training.

D. 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.

E. 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.

F. 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.

G. Team Teaching

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

ARTICLE 8 - WORKING CONDITIONS

A. Equipment

1. Copiers
   Copier and supplies shall be available for use by each employee at a reasonable time for preparation of classroom materials.
2. Personal Property
   The Superintendent and/or Designee will reimburse members for any loss, damage or destruction of clothing or personal property of the member, at replacement value or a fair market price, while on duty in the school or on the school premises if the loss is suffered as a normal part of employment and through no negligence of the member, provided that the personal property is needed as part of the instructional or school program and has been documented and approved by the building principal. The reimbursement to the member will be limited $500.00 unless there is liability by the District for payment.

B. Meetings and District Provided Professional Development (DPPD)

Per Michigan Department of Education (MDE) memorandum: District "provided" professional development means professional development offered in compliance with state law and/or that the district supported the teacher either by providing a substitute teacher, paying conference or workshop expenses or registration fees, or providing release time for attendance at professional development activities. This includes time provided for teachers to work in professional learning communities, for learning that supports the building instructional program.

All District Provided Professional Development is "Required." In the event a staff member fails to attend District Provided Professional Development, they shall be required to make up the time missed. Building administration and/or the Superintendent Designee may excuse the absence if they deem appropriate.

The State of Michigan mandates that all probationary teachers are required to complete an additional fifteen (15) days of Professional Development in their first three (3) years of employment with the district.

District Provided Professional Development (DPPD) can be outside of the school day or during the school day. The District shall provide SCECHs for the State's legal minimum total of five (5) days or thirty (30 hours of DPPD opportunities per year as follows:

3 Hours: First Half Day will include three (3) hours of qualified DPPD in the afternoon.

9 Hours: immediately following the school day, certified staff in each building will meet on one (1) Monday per month while school is in session and for a total of nine (9) months. These Professional Learning Community (PLC) meetings shall not exceed one (1) hour in length and the subject of each meeting will qualify as DPPD as defined by MDE requirements, for a total of nine (9) hours. The principal and the majority of his/her faculty may establish any alternative regular meeting day and time to replace the Monday meeting for that month or an alternate day of the week.

9 Hours: Immediately following the school day, certified staff in each building will meet on a second Monday per month while school is in session and for a total of nine (9) months. These Department/Grade Level meetings shall not exceed one (1) hour in length unless agreed on by the department or grade level group and the subject of each meeting will qualify as DPPD as defined by the MDE requirements, for a total of nine (9) hours.

The remaining DPPD hours are provided to employees are follows:
9 Hours: Flexible DPPD hours will be determined by each department, each grade level group or by each individual teacher according to their mutual or individual needs. These hours must meet MDE requirements as DPPD, will be supported by the district/administration and by the DSIT/BSIT teams. The purpose of this flexibility is to allow each department, grade level or individual the opportunity to use this time specific to their own special interest as a group or as individuals. DPPD must support student achievement and can now be used for renewal of professional certifications. The parties recognize that some individuals may not wish to utilize all the DPPD hours made available by the district and may have permanent certificates or wish to use other methods for renewal (SCECH's or College Credit). DSIT and BSIT teams will provide district and building approved DPPD topic lists and other opportunities for these flexible hours or groups and individuals may submit

DPPD plans to the building principal for review and approval by the BSIT team. ALL nine (9) hours SCHECHs are needed for certification renewal. Please note that the application takes 30-45 days for approval. Sign-in sheets, agenda, and meeting minutes are required.

C. Curriculum

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

D. Employee Absence

An employee who will be absent is expected to report his/her absence no later than 6:00 a.m. that day or two (2) hours prior to the start of school in which building you work. An employee during their scheduled prep time shall not be required to cover classes for an employee who is absent. An employee who gives up their prep time to cover a class will be compensated at the rate of ***$30.00 per class*** period or can elect to accumulate that time as substitute compensation time. A receipt for this compensation time will be provided to the employee by the building administration. The employee may submit these receipts at any time and request the monetary compensation rate of $***30.00*** per receipt or the compensation time on the standard leave request form to be used in not less than half-day increments. Substitute compensation may not be rolled over to consecutive years. Six (6) compensation receipts shall equal one (1) full compensation day for a full-time employee. Three (3) compensation receipts shall equal one (1) half day for a full-time employee. For partial employees, the rate shall be as follows: a .8 employee may submit five (5) compensation receipts for their full day off; .6 or below employees may submit three (3) compensation receipts for their full day off. A teacher shall not involuntarily lose their planning time more than 4 times a school year. If the classroom of students is split between teachers, the pay will be split between them.

E. Health and Safety

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

F. Keys

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

G. Disciplinary Conferences

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

H. School Improvement / Site Based Decision Making

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

2. ***Guidelines***

a. School Improvement Teams will have the empowerment to investigate, implement and change existing procedures and practices pursuant to the provisions of Article 32.D.

b. Site based decision making will be implemented in each building and will be the responsibility of the School Improvement Team in accordance with State Law PA 25.

(1) Each Building School Improvement Team will establish their own meeting times.

(2) The Team shall normally meet during regular school hours on release time or during the time provided by the Master Agreement for faculty meetings.

(3) The involvement of employees in school improvement planning shall be voluntary. Compensation for school improvement committee meetings shall be in accordance with Article 5.B.

(a) Participation or non-participation on the building team will not be used as criteria for negative evaluation of ancillary staff.

(b) All members of the school improvement team shall have an equal voice.

(c) Grade level or department level chairs will be selected by their grade level or department level group on an annual basis and at the beginning of each school year. Chairs are responsible for agendas (must meet MDE requirements for DPPD), attendance logs and the provisions of Article 8.B of this Master Agreement. They shall also represent their group on the BSIT and shall attend BSIT meetings as determined by the BSIT. BSIT teams shall select a certified staff chairperson and assistant chairperson to represent them on the DSIT and shall attend DSIT meetings. See Article 26.C for compensation rates.

(d) A procedure for rotation on/off the School Improvement Team will be established by the building staff.

(4) Decisions by the School Improvement Team shall normally be made by consensus. Decisions may be made by a majority vote when consensus is unavailable.

(5) Decisions by the School Improvement Team will be implemented contingent upon staff approval. The team recognizes that consensus should always be more important than the vote. If a majority vote exists, majority and dissenting members of the team will work to successfully implement the new procedure or practice.

c. To the extent any potential element of the District's school improvement plan conflicts with the terms of the master agreement, the identified provisions will be reviewed by the parties. Either the CPEEA or the Superintendent and/or Designee may request to enter into a Letter of Agreement in accordance with Article 32.D. Any amendments to the agreement will be subject to ratification by the parties.

d. The parties recognize that recommendations of the team are of an advisory nature, but the District will endeavor to implement team recommendations. The CPEEA shall review all recommendations as they relate to the Master Agreement.

I. Parent/Student Complaint

Any complaints by a parent or student directed toward an employee will be called to the employee's attention within five (5) working days and, whenever possible, the identity of the complainant will be indicated. If the complainant is to become part of the employee's personnel file, the identity of the complainant will be revealed. The employee has the right to attach a written statement of his/her own concerning the complaint. The statement will accompany the complaint in the personnel file.

ARTICLE 9 - VACANCIES - TEACHER/ANCILLARY STAFF

A. Staff Placement

Employees will be notified in writing of placement. Staff placement shall be made prior to the last day of school, except in emergency. The staff employee shall immediately be informed in writing of any changes necessitated after this time. Such "emergency" placement changes may be affected 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.

1. The administration team may place staff within their buildings/assignment prior to the start of the school year.
2. The administration team may place 6-12 grade teachers in any grade 6-12 grade vacancy within the scope of their teaching certificate, when necessary and without posting for the vacancy.
3. The administration team may place K-5 grade teachers in any K-5 grade vacancy within the scope of their teaching certificate, when necessary and without posting for the vacancy.
4. The administration team may place ECSE teachers in any ECSE vacancy within the scope of their teaching certificate, when necessary and without posting for the vacancy.

B. Vacancy

1. Whenever a vacancy in any position represented by the Association or any Administrative position in the District shall occur, the Superintendent and/or Designee shall publicize the same by giving written notice of such vacancy to each employee and the Association designee (building representative) and providing for appropriate posting in every school building for a period of five (5) working days. Summer postings will remain on the designated web site for no less than two (2) weeks. Employees who wish to receive summer postings via U.S. Mail should notify the Superintendent's Office prior to the end of the school year. A response period of fifteen (15) calendar days, or seven (7) calendar days after August 15 will be observed before filling the ancillary vacancy. The sole obligation of the Superintendent and/or Designee 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 staff 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 Superintendent and/or Designee shall not be required to reschedule or reassign classes, employees, 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 11, Section E.6.C.).
3. The Superintendent and/or Designee may assign staff into open positions (as defined in Article 9A) Any subsequent/resulting vacancies will be posted and awarded as defined below.

C. **Awarding of Vacancies**:

Internal qualified applicants shall be offered the position prior to considering external applicants.

Internal applicants will be offered based on the criteria outlined in this Section.

1. Employees awarded the position must have at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated as "highly effective" or "effective". In the event no internal employee meets this criterion, then this requirement shall not apply.
2. The teacher's number of years teaching in the grade level or subject area within the district. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest 1/10th.
   a. Grade level credit for teaching in grades ECSE; RK-2 (early elementary); 3-5 (upper elementary) shall count towards any "elementary vacancy."
   b. Subject level credit shall be defined as any position relevant to the subject included in the vacancy (e.g.: Math, Science, English, Social Studies, PE, Foreign Language, Music, Art, Business, Life Sciences) A teacher who is assigned classes in multiple subject areas for any

given year shall be credited with one (1) year of teaching experience in each of those subject areas during each of those years (or fractional credit if the subject only taught for a partial year - i.e. 1 semester).

c. If 2 or more employees equally meet the standard, the position shall be awarded to the employee with any special training necessary for the position.

3. If 2 or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

4. In the event an employee possesses a recent (in the past 3 years) documented disciplinary history (in evaluation/write-ups/referrals) or a less than effective evaluation, the superintendent and/or designee shall inform the employee and union representation of the concerns, meet with the employee, and determine if the requested application is better suited for their current position and/or the position they are applying for. The superintendent's/designee's decision is final and not subject to grievance.

D. Application

Any employee interested in an ancillary vacancy represented by the Association or any administrative position, shall file a written application with the Superintendent in the manner prescribed by the posting, including an end date for the posting and expires at the close of business on that day, at 5:00pm. All internal applicants for a vacancy shall be granted an interview.

E. Posting

The Superintendent and/or Designee will send notice(s) of vacancies to the KCEA office.

ARTICLE 10 - TRANSFERS

TRANSFER OF TEACHERS:

A. Definition

A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in ECSE, K-5, or 6-12, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article 9 Sections A pertaining to vacancies. Other transfers will be governed by this Section.

Note: Intent is to define transfer as a transfer between K-5 to or from 6-12. Article 9 section A applies before Involuntary Transfer.

B. Involuntary Transfer

The Superintendent and/or Designee shall assist the employee in moving materials required by the transfer. The administration team may place ECSE (early education) teachers in any early education vacancy; K-5 (elementary) teachers in any elementary vacancy; and 6-12 (secondary) teachers in any secondary vacancy within the scope of their teaching certification, when necessary. Involuntary transfers will be notified thirty (30) days' in advance of the intention to transfer specifying the reasons for the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association from the administration team. Cause for involuntary transfer includes only cause involving the individual's performance, to fulfill district staffing needs, or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute.

C. Voluntary Transfers

A request for a transfer may be made at any time in writing to the Personnel Office with a copy to the Association.. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

TRANSFERS OF ANCILLARY STAFF

A. Definition

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

B. Involuntary Transfer

The Superintendent and/or Designee shall assist the employee in moving materials required by the transfer.

C. Voluntary Transfers

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

ARTICLE 11 - SENIORITY and LAYOFF-RECALL

SENIORITY AND LAYOFF-RECALL OF CERTIFIED TEACHERS

A. Seniority

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

B. Seniority List

1. The Superintendent and/or Designee and the Association shall prepare and post conspicuously in all buildings of the District (or electronically) 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 Superintendent and/or Designee 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. Each employee who accepts a non-bargaining unit position shall retain all seniority accumulated upon return to the unit but receive no additional seniority for the non-bargaining unit position. Seniority shall be lost if an employee is laid off for more than twenty-four (24) months.

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 13 (except military leave), the employee will be placed at the top of the appropriate seniority year for which the employee is eligible.

E. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

1. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

2. If reduction is still necessary, then tenured teachers will be laid off as listed below (2a, 2b, 2c) providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 9, Section C) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.
   a. Least Seniority
   b. Least effective evaluations (75% of their year-end evaluations as a bargaining unit employee rated as “highly effective” or “effective”).
   c. Least experience in grade level/subject area.
3. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the

first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 9).

4. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 30-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester for layoffs during the school year.
5. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.
6. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

F. Recall of Certified Teaching Staff

1. In the event of a recall of laid-off certified teaching staff, the Superintendent and/or Designee 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 certified teaching staff, if any, who is on voluntary layoff shall be placed in seniority sequence according to his/her date of employment. If the employee is laid off for more than twenty-four (24) months, the employee shall be responsible for keeping his/her address current with the Superintendent and/or Designee. The Superintendent and/or Designee's obligation is limited to sending the recall notice to the address on file. Staff that have lost seniority per Article 11.C. are not subject to Recall.

2. If the laid-off certified teaching staff refuses a recall to a position which is equal, or more than equal, in time worked in the position from which he/she is laid off and for which he/she is qualified and certified, seniority and subsequent recall rights shall be forfeited unless the ancillary staff is under contract to another school district in which case the certified teaching staff shall be exempt from forfeiture for that year only.

3. A representative of the Superintendent and/or Designee shall make reasonable effort to contact the certified teaching staff by phone or email prior to sending the notice of recall and contract offer by mail to inform the certified teaching staff of offered employment. Notice of recall shall be sent to the laid-off certified teaching staff's last known address by registered or certified mail, along with a contract offer. A copy of such notice shall be sent to the Local Association. If the certified teaching staff fails to return or mail the contract within ten (10) calendar days of receipt of said notice, the certified teaching staff shall be said to be voluntarily terminated. It is the certified teaching staff employee's responsibility to keep the Superintendent and/or Designee informed of any change in his/her address. If the recall notice is not deliverable due to unavailability of a forwarding address, the ancillary staff employee shall be considered to be voluntarily terminated after ten (10) calendar days of the first attempt to deliver.

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

SENIORITY AND LAYOFF-RECALL OF ANCILARY STAFF:

Seniority

By October 30 each year, the Superintendent and/or Designee and the Association shall prepare a seniority list. Seniority is defined as length of continuous employment with the Superintendent and/or Designee in any position, which is currently represented by the Association. Each employee who works half time or more per day

for the entire school year or works full time for one semester or more per school year shall receive for work that year, one year of seniority. Each employee assigned to work on a regular part-time basis working less than half time as referred to above, shall receive for work that year one-half year of seniority credit. All employees shall be ranked on the list in order of their effective date of employment. Employees hired after July 1, 1994 who have the same effective date of employment will be ranked on the seniority list in terms of the last four digits of the employee's social security number, with the highest number ranking the person first on the list.

B. Seniority List

1. The Superintendent and/or Designee 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 Superintendent and/or Designee and the Association shall amend the seniority list as changes occur, incorporating the changes into a new list to be posted by the end of that particular school year. Any amended seniority list shall be made available to any Association member upon request.
3. An employee who feels that his/her seniority is inaccurately posted must challenge their seniority listing within the time specified to initiate a grievance, tolling from the first day of posting.

C. Loss of Seniority of Ancillary Staff

All seniority is lost when employment is severed by resignation, retirement, or discharge. Each employee who accepts a non-bargaining unit position shall retain all seniority accumulated upon return to the unit but receive no additional seniority for the non-bargaining unit position. Applicable only to ancillary staff. Seniority shall be lost if an employee is laid off for more than twenty-four (24) months.

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 13 (except military leave), the employee will be placed at the top of the appropriate seniority year for which the employee is eligible.

E. Layoff of Ancillary Staff

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

1. The Superintendent and/or Designee will accept voluntary layoffs and grant unpaid leaves in any area that would reduce the need to lay off ancillary staff, provided there are fully qualified, fully certified ancillary staff to replace and perform the needed duties of the laid-off ancillary staff. Any ancillary staff that takes a voluntary layoff or takes a leave to help reduce the need to lay off ancillary staff shall be returned to his/her former position the following year unless otherwise requested by the ancillary staff, provided the position is still in existence.
2. Ancillary staff not holding a regular Michigan provisional, permanent, life, continuing or vocational certificate will be laid off first, provided there is fully qualified, fully certified ancillary staff to replace and perform the needed duties of the laid-off ancillary staff.
3. If reduction is still necessary, then probationary ancillary staff with the least number of continuous years of service in the Comstock Park Public School system will be laid off provided there is fully qualified, fully certified ancillary staff to replace and perform the needed duties of the laid-off ancillary staff.
4. The Superintendent and/or Designee will not reduce the schedule of ancillary staff, except the least senior ancillary staff, provided there is fully qualified, fully certified ancillary staff to replace and perform the needed duties of the reduced ancillary staff.
5. The Superintendent and/or Designee shall not employ a new ancillary staff employee in the event a laid-off ancillary staff employee is fully certified and qualified to fill a vacant position.
6. Definition of Fully Certified and Highly Qualified:
    a. For purposes of this Article and Paragraph, the term "certified" shall be defined as follows: Employees who have earned a valid provisional, permanent life, professional or vocational certificate from the state of Michigan and who have filed the same with the Superintendent's office no later than August 1 of the school year proceeding the layoff or layoffs, and

b. Employees must be assigned within the validity of their Michigan Certificate They must complete the “Michigan Highly Qualified Teacher Report “form and file the same with the Superintendent’s office.

7. Leaves of absences, without pay, and absence due to layoff are not to be considered a break in employment; and the time spent on leave without pay or layoff will not count toward continuous employment time.
8. Any layoff pursuant to this Agreement shall automatically terminate the ancillary staff's employment contract and all benefits allowed therein including all benefits under this Master Agreement unless otherwise specified in this Agreement. Upon recall, the ancillary staff's employment contract and all benefits under this Master Agreement shall be reinstated in full.

F. Recall of Ancillary Staff

1. In the event of a recall of laid-off ancillary staff, the Superintendent and/or Designee shall establish a recall procedure which shall be in inverse order of the above layoff procedure and in accordance with the criteria set forth therein, provided the ancillary staff, if any, who is on voluntary layoff shall be placed in seniority sequence according to his/her date of employment. If the employee is laid off for more than twenty-four (24) months, the employee shall be responsible for keeping his/her address current with the Superintendent and/or Designee. The Superintendent and/or Designee’s obligation is limited to sending the recall notice to the address on file. Staff that have lost seniority per Article 11.C. are not subject to recall.
2. If the laid-off ancillary staff refuses a recall to a position which is equal, or more than equal, in time worked in the position from which he/she is laid off and for which he/she is qualified and certified, seniority and subsequent recall rights shall be forfeited unless the ancillary staff is under contract to another school district in which case the ancillary staff shall be exempt from forfeiture for that year only.
3. A representative of the Superintendent and/or Designee shall make reasonable effort to contact the ancillary staff by phone or email prior to sending the notice of recall and contract offer by mail to inform the ancillary staff of offered employment. Notice of recall shall be sent to the laid-off ancillary staff's last known address by registered or certified mail, along with a contract offer. A copy of such notice shall be sent to the Local Association. If the ancillary staff fails to return or mail the contract within ten (10) calendar days of receipt of said notice, the ancillary staff shall be said to be voluntarily terminated. It is the ancillary staff employee’s responsibility to keep the Superintendent and/or Designee informed of any change in his/her address. If the recall notice is not deliverable due to unavailability of a forwarding address, the ancillary staff employee shall be considered to be voluntarily terminated after ten (10) calendar days of the first attempt to deliver.
4. It is specifically understood and agreed that in considering or implementing the recall of a laid-off ancillary staff, the Superintendent and/or Designee shall not be required to reschedule or reassign classes, ancillary staff or students to "create" a subsequent vacancy, which a laid-off ancillary staff is certified and qualified to fill.

ARTICLE 12 - LEAVES WITH PAY

A. Sick/Personal Leave (Reference Article 21.A – Retirement Payout for Accumulated Sick/Personal Days)

1. **Days per Year/Accumulation**

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

2. **Personal Business**

a. Employees may take personal business days at any time, except as limited by this Agreement.

b. Employees may take no more than five (5) consecutive school days as personal business days. If an employee takes more than two (2) consecutive personal days or takes a day prior to or after Christmas or Spring Break, the employee is responsible for arranging a specific substitute before scheduling the day. Employees will not need to make these arrangements if using sick time.

c. Extended Consecutive Personal/Sick Days:

i. Employees wishing to utilize 4 or more consecutive personal/sick days for any reason other than an illness, must have them pre-approved by their building administrator.

ii. Employees utilizing consecutive use of personal/sick days which are not approved will be deducted 2 days for each consecutive day used.

iii. Requirements for approved consecutive use:

1. Employees must have secured a sub,
2. Employees must provide lesson plans
3. Usage of this provision may not occur during testing windows, during count weeks, or adjacent to district scheduled breaks (Christmas Break and Spring Break) unless otherwise approved by the superintendent/designee.
4. This provision is limited to two (2) employees per building during the same week This provision is limited to 2 (two) per building during the same or overlapping weeks and
5. Each employee may only utilize it once per year.
6. Approval is based on a first come first serve basis.

d. No more than allotted employees from each building will be granted use of a personal business day or compensatory day on the same day (Article 5.B.1).

e. Personal business and/or compensatory days shall be granted on a "first come first serve" basis annually. Personal business and/or compensatory leave may be requested beginning at 8:00 a.m. the first student day of each academic year

f. Any disputes of this portion of the contract will be resolved by the EA's President or designee and the Superintendent or designee.

3. **New Hires**

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

4. **Annual Accounting**

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

5. **Family Illness**

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

- Immediate family shall be defined as mother, stepmother, father, stepfather, wife, ~~or~~ husband, son, stepson, daughter, stepdaughter. brother, sister, mother-in-law, father-in-law, son-in-law, sister-in-law, grandparents, grandchildren, or other members residing in the employee's household.

6. **Inclement Weather**

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

B. Funeral Leave

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

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

C. Miscellaneous Leave

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

D. Sabbatical

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

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. If granted, 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 Superintendent and/or Designee 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 Superintendent and/or Designee, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Superintendent and/or Designee 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 Superintendent and/or Designee 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 an equivalent position.

E. Disability Leave

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

1. In the event of a disability, the employee shall notify the Superintendent. This notice shall be accompanied by a statement from the attending physician specifying the disability and its probable duration.
2. Any employee on disability leave is to report back to work on the date the employee's physician states he/she is able to return to work. Leave may be extended without pay by mutual agreement.
3. An employee on disability must submit a written, signed statement from his/her attending physician stating that the employee is capable of returning and performing the full duties of his/her assignment before he/she returns to work.
4. Failure to report to work on the date the disability ends without notification and approval shall be considered as voluntary termination of employment except under extenuating circumstances.
5. The Superintendent and/or Designee shall have the right to request additional information and/or opinion of another physician of its choice, at the Superintendent and/or Designee's expense, whenever the length of disability is in question.

F. Parental Leave

An employee shall be allowed five (5) working days upon the birth/adoption of a child. Parental leave allows parents to take time off of work to care for a newborn or newly adopted child. Parental leave is not deducted from sick/personal leave.

G. Return from Leave

Conditions for return from leave shall be determined by the employer and shall be specified at the time of the leave.

ARTICLE 13 - LEAVES WITHOUT PAY

Upon return, the employee shall be returned to his/her former position or an equivalent position as defined under Board policy.

Staff may take any form of leave outlined in this section of the Agreement with pay and benefits, deducted from their personal/sick leave, or without pay, if no paid time is available, with a continuation of other benefits as required by law for a maximum of 75 calendar days. All provisions and timelines of the Family Medical Leave Act (FMLA) remain in effect as provided under law. Further, both parties agree that no reclamation will be made by the District for any past instances where any employee may not have utilized all available sick leave days while on an established leave under Article **13** during the 75-day window of opportunity.

All requests for the following leaves of absence shall be applied for and approved or disapproved in writing. They shall be submitted to the Superintendent's office for action by the Superintendent and the Board of Education. Upon return from a FMLA leave, that does not exceed 12 workweeks; an employee shall be assigned to the same position, if available, or an 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 caring for sick members of the immediate family and may not exceed two (2) semesters unless an extension is granted by the Superintendent. Proof in writing from the attending physician must be submitted to the Superintendent of Schools. Notification of return to duty must be made in sufficient time to make adjustment relative to the vacancy created by the employee's leave.

B. Child Care

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

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

C. Military

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

D. Association

Employees who are officers of the Association and who are appointed to its staff shall be given leave of absence without pay for up to one year for performing duties for the Association. Such employees shall receive Board 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 based on:
    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 Superintendent and/or Designee 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 so served shall be treated as time worked for purposes of the salary schedule.

H. Public Office

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

I. Career Exploration

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

J. Other Leaves

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

K. Return from Leave

Conditions for return from leave shall be determined by the employer and shall be specified at the time of the leave.

ARTICLE 14 - EVALUATION

CERTIFIED TEACHER EVALUATION

The Comstock Park Staff Evaluation is detailed in the documents for Staff located within 5D+ Evaluation Tool. This is the agreed upon evaluation system for the staff members of this bargaining unit and is a part of the master agreement.

A. Classroom Functions

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

B. Tenured staff members rated as highly effective or effective on their three most recent evaluations, shall be evaluated on a Bi Annual or Tri Annual basis. In the event Tri Annual Evaluations are implemented by administration for tenured teachers, teachers will be evaluated by last name with those names beginning in A-I year 1, J-R year 2, and S-Z year 3. It is the administration's responsibility to notify those staff members who are to be evaluated no later than September 30th of each year through email. In the event no notification has been communicated, the teacher shall not be evaluated for that school year and receive an effective rating if their previous evaluation was effective, or a "Not Evaluated" rating if their previous evaluation was less than effective.

1. All non tenured staff members and/or tenured staff members receiving a less than effective evaluation shall be evaluated on a yearly basis until they have received tenure and/or 3 consecutive effective evaluations.
2. Administrators shall schedule at least two observations with each teacher being evaluated. All other observations may be unscheduled. At least two observations must be conducted during the first semester. At least 4 observations shall be at least 15 minutes in length and written feedback shall be provided within 30 days of each observation. This can be done through an email, meeting with written follow up, or through Pivot. It is understood that teacher evaluations are made up of many performance and duty related responsibilities.
3. Data for Evaluations - The use of student growth and assessment data will account for 20% of the final overall evaluation rating.
    a. PK-RK - Data will be mutually agreed upon by the building administrator and teacher.
    b. Grades K-5 - Data shall consist of NWEA MAP data. In the event teachers wish to include additional data within the evaluation, it must be mutually agreed upon by the building administrator and the teacher.
    c. Grades 6-12 - Data Shall be based upon State Performance Data (PSAT/SAT/MEAP), NWEA MAP Data, and/or Mutually agreed upon data which has been agreed upon by the building administrator and the teacher.
    d. In the event that evaluation data cannot be agreed upon, the Superintendent/Designee and Association will meet with the administrator and teacher to determine appropriate data.
    e. The teacher, in consultation with their administrator, will be allowed to eliminate data attributable to students who have excessive absences (the US Department of Education defines this as 10% or Greater of the total calendar school days) In addition, students who have other extenuating circumstances that both the teacher and administrator agree warrant eliminating that data; building administrator will make final decision in elimination of student data with such circumstances.

B. Personnel File

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

C. Subject To Grievance

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

D. Conducted Openly

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

E. Form

Standard uniform evaluation forms as identified within PIVOT and the 5D+ evaluation system for certified and Ancillary staff 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.

ANCILLARY STAFF EVALUATION

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

A. Classroom Functions

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

B. Personnel File

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

C. Subject To Grievance

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

D. Conducted Openly

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

E. Just Cause

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

F. Representation

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

G. Extra-Curricular

1. Employees will be evaluated at least annually on their performance of paid non-teaching extra-curricular duties.
2. An employee who receives a satisfactory evaluation will be reasonably assured of continuation in that paid extra-curricular assignment for the succeeding year, if non-teaching extra-curricular activity is continued into the succeeding year.
3. An employee who wishes to be relieved of a particular paid extra-curricular assignment shall indicate such a request in writing prior to June 1 of any given year. The Superintendent and/or Designee 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 Superintendent and/or Designee shall have the right not to fill any extra-curricular duty or assignment.

H. Form

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

ARTICLE 15 - TEACHER DISCIPLINE

Certified Teacher Discipline

A. Discipline is defined as written reprimands, suspension with/without pay, and termination of employment for misconduct, insubordination, incompetence/poor performance, dereliction of duties, or other non-arbitrary or capricious reasons.

B. Teachers shall not be disciplined for a reason that is arbitrary or capricious. Discipline must be issued equitably for violations of the same standard.

C. The District will implement discipline that is proportionate to the seriousness of the teacher's actions or inactions. Repeated offenses will warrant escalated levels of discipline. Discipline levels may include a written reprimand, unpaid suspension, or discharge. A progressive discipline process will be used based on the severity and/or frequency of the infraction.

1. **Written warning, then**
2. **Written reprimand, then**
3. **Suspension with/without pay**
4. **Discharge**

In the event a bargaining unit employee is disciplined, that employee shall not in any way subsequently be evaluated in their annual evaluation performance for the same incident.

D. 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.

E. Waiver. If the employee is offered representation and declines, the District will provide the teacher with a form to sign indicating that they are declining representation. The decision to decline representation may be revoked at any time.

Ancillary Staff Discipline:

A. Discipline is defined as written reprimands, suspension with/without pay, and termination of employment for misconduct, insubordination, incompetence/poor performance, dereliction of duties, or without just cause,

B. No Ancillary Staff shall be disciplined for any reason without just cause. Discipline must be issued equitably for violations of the same standard DEPENDING ON THE NUMBER OF OFFENSES.

C. The District will implement discipline that is proportionate to the seriousness of the ancillary staff's actions or inactions. Repeated offenses will warrant escalated levels of discipline. Discipline levels may include a written reprimand, suspension, or discharge. A progressive discipline process will be used based on the severity and/or frequency of the infraction(s).

1. **Written warning, then**
2. **Written reprimand, then**
3. **Suspension with/without pay**
4. **Discharge**

D. **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.

E. Waiver.
If the employee is offered representation and declines, the District will provide the teacher with a form to sign indicating that they are declining representation. The decision to decline representation may be revoked at any time.

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 Superintendent and/or Designee from granting term contracts in extra duty positions at their discretion. Nothing in this Agreement shall be construed to prohibit or discourage any employee from using people in the community who have specialized skills and knowledge to contribute to the learning process.

B. Employees Not Affected By the Tenure Act

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

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

ARTICLE 17 - STRIKES AND SANCTIONS

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 Superintendent and/or Designee request on behalf of the Association with any representative of the Superintendent and/or Designee 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, communicate the matter with the principal or immediate supervisor with the objective of resolving the matter informally. Informal Procedure to include documentation - See Appendix B

B. Level One - Formal

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

C. Level Two - Superintendent

1. If the aggrieved is not satisfied with the disposition of the grievance at Level One, written notification shall within seven (7) working days thereafter be transmitted to the Superintendent or designee stating the reason to pursue the grievance to Level Two. At this level the grievance form or written notification must be co-signed by the aggrieved and the Union except as provided by Act 379.

2. Within ten (10) working days of receipt of such grievance, the Superintendent/designee and the grievance committee of the Board will meet with the aggrieved and appropriate Union official to discuss the issues. The employee may be present and shall be present at the request of either the Superintendent or the Union. By mutual agreement, the grievance committee of the Board will not be required to attend these hearings and the meeting will be held only between the Association and the Administration. A written answer shall be given within ten (10) working days after receipt of such grievance.

D. Level Three - Arbitration

1. If the grievance is not settled at Level two, the Association may, within twenty (20) school days after the receipt of the Superintendent's decision at Level Two, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Superintendent and/or Designee.
2. Within ten (10) school days after the date of a written request for arbitration, a committee of the Superintendent and/or Designee, 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 Superintendent and/or Designee or the Association may, within twenty (20) school days after the date of the written request for arbitration, request M.E.R.C. to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the M.E.R.C.
3. The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
4. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.
   The arbitrator shall construe this Agreement in a manner that does not interfere with the exercise of the Board's rights, responsibilities, except to the extent that such rights, and responsibilities may be expressly limited by the terms of this Agreement.
5. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Superintendent and/or Designee where the Superintendent and/or Designee is given discretion by the terms of this

Agreement. The arbitrator shall not render any decision, which would require or permit an action in violation of the Michigan School Laws. The termination of probationary employees shall not be subject to arbitration.

6. The arbitrator's fees and expenses shall be borne by the losing party. The expenses and compensation of any witness or participants in the arbitration shall be paid by the party calling such witness or requesting such participant.
7. A complaint or dispute involving a prohibited bargaining subject.
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 Superintendent and/or Designee, it is mandatory for any employee to have a physical and/or psychological examination by one of three (3) qualified persons selected by the Superintendent and/or Designee. The Superintendent and/or Designee 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 Superintendent and/or Designee, before the Superintendent and/or Designee begins dismissal procedures. The Board shall bear the full cost of the examination.

C. Alcohol Illness

The Association and the Superintendent and/or Designee 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 Superintendent and/or Designee and the Association to provide a high-quality education program for students requires that employees report for work fit for duty and not in an intoxicated state.

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

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

The parties concern is limited to problems that cause poor attendance and/or unsatisfactory performance on the job. Accordingly, the Superintendent and/or Designee 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 Superintendent and/or Designee has reason to believe that the employee is working under the influence of alcohol.

ARTICLE 21 - STUDENT DISCIPLINE

A. Support

The Superintendent and/or Designee 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 Superintendent and/or Designee 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, and must refrain from behavior or actions that amount to gross negligence or gross neglect of duty.

C. Assault

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

D. Work Hours

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

E. Pupil Removal

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

F. Rules

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

ARTICLE 22 - RETIREMENT

Upon the retirement of an employee who has been employed ten (10) consecutive years for Comstock Park Public Schools, subsections A and B below would apply.

A. Retirement Payout for Accumulated Sick/Personal Days (Reference Article 12 – Leaves with Pay)

The employee shall be compensated for any unused accumulated sick/personal leave at the following rates:
Rate 1 - $40.00 per day to employees with less than 100 accumulated days.
Rate 2 - $80.00 per day to employees with 100 or more accumulated days.

B. Early Retirement/Separation Announcement

Employees that notify the district in writing of their intent to retire or separate services (after fifteen (15) years consecutive service with the district, excluding leaves of absence) from Comstock Park Public Schools prior to the following dates of the current school year will be paid an additional stipend as follows:

March 1ST — $2500 (employee has 4 weeks to rescind)

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

Employees that notify the district after March 1 are not eligible for the stipend and will remain on the district's medical plan through August 31.

C. Employee Retirement Plans

The district agrees to offer employer sponsored plans to its employees such as 403(b), Roth 403(b)'s and 457 Deferred Compensation plans.
TSA Consulting Group administers all employer-sponsored plans.
Any information regarding retirement plans is available at Central Office.

ARTICLE 23 - STUDENT TEACHER / INTERNS FUND

A. Money Received

The money paid by colleges and/or universities for the placement of student teachers in the District shall be placed in a "teacher" fund. The monies may be used at the discretion of the employees. Receipts for items purchased must be turned in to the Business Office. In the event we receive a reimbursement check from a university, we will notify staff members of receipt and then reimburse the teacher for school related supply costs during that current fiscal year.

B. 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 subbing shall be in compliance with their university requirements. The Superintendent and/or Designee will hold the Association harmless from any liability for the use of a student teacher as a substitute.

ARTICLE 24 - JOB SHARING OF ANCILLIARY STAFF

A. Definition

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

B. Conditions / Requirements

The Superintendent and/or Designee will approve shared positions dependent upon the following:

1. Job sharing will be initiated by the employee, not the Superintendent and/or Designee.
2. Each shared position will terminate at the end of each school year.
3. Seniority will accrue as defined in Article 11.
4. No employee will be involuntarily transferred to create shared time positions.
5. Job shared positions will first be available to present employees and laid off KCEA/CPEEA employees.
6. Employees partners responsible for the same students shall carry out joint planning with arrangements to be made with the Principal prior to implementation.
7. A job-shared position shall not result in a layoff of a full-time employee.
8. Employees may request who their partners may be for the shared position.
9. New job-sharing positions may be limited to not more than one classroom per grade.
10. Each employee teacher in the shared position agrees to attend all staff meetings and professional development activities.

C. Compensation

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

ARTICLE 25 - ANNEXATION / CONSOLIDATION

Fully permitted by law, this Agreement shall be binding upon the Superintendent and/or Designee 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 Superintendent and/or Designee 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 Superintendent and/or Designee 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. Michigan educator certificates expire on June 30 of a given year. Educators are solely responsible for keeping credentials current and may not teach in the district with an expired certificate.

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

E. Part-Time Regular Employment

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

2025-2026 SALARY SCHEDULE						
Step	**BA**	**BA20**	**BA 34/MA**	**MA10**	**MA20**	**MA+30**
1	$47,752	$49,818	$52,344	$53,682	$55,020	$56,358
2	$49,350	$51,539	$54,205	$55,581	$56,956	$58,332
3	$51,076	$53,386	$56,189	$57,575	$58,960	$60,345
4	$53,228	$55,574	$58,435	$59,893	$61,352	$62,810
5	$53,399	$56,736	$60,597	$62,078	$63,560	$65,042
6	$57,270	$59,962	$63,209	$64,675	$66,142	$67,608
7	$59,650	$62,335	$65,596	$67,110	$68,623	$70,137
8	$62,111	$64,885	$68,257	$69,822	$71,386	$72,950
9	$64,425	$67,326	$70,849	$72,460	$74,071	$75,682
10	$67,047	$70,137	$73,874	$75,552	$77,229	$78,906
11	$69,274	$72,436	$76,268	$78,044	$79,821	$81,597
12	$71,155	$74,784	$79,105	$80,876	$82,647	$84,418
13	$72,321	$76,374	$81,133	$82,911	$84,690	$86,468
14	$72,990	$77,494	$82,714	$84,517	$86,319	$88,121
15	$73,610	$78,452	$84,019	$85,848	$87,676	$89,504
16	$74,487	$79,636	$85,522	$87,346	$89,169	$90,993
17	$74,770	$80,209	$86,389	$88,244	$90,099	$91,954
18	$75,101	$80,631	$86,906	$88,790	$90,673	$92,557
19	$75,889	$81,568	$88,002	$89,847	$91,693	$93,539
20	$76,187	$82,053	$88,677	$90,518	$92,358	$94,199
21	$76,575	$82,549	$89,288	$91,133	$92,979	$94,824
22	$76,909	$82,909	$89,675	$91,518	$93,360	$95,203
23	$77,300	$83,374	$90,219	$92,107	$93,995	$95,883
24	$77,915	$84,068	$90,998	$92,893	$94,787	$96,681
25	$78,677	$84,877	$91,863	$93,744	$95,624	$97,505
26	$78,974	$85,250	$92,314	$94,212	$96,109	$98,007
27	$79,333	$85,647	$92,753	$94,646	$96,539	$98,432
28	$79,662	$86,161	$93,457	$95,347	$97,236	$99,126
29	$80,137	$86,459	$93,983	$95,875	$97,767	$99,659
30	$80,278	$86,651	$94,225	$96,126	$98,026	$99,926

2026-2027 SALARY SCHEDULE						
Step	**BA**	**BA20**	**BA 34/MA**	**MA10**	**MA20**	**MA+30**
1	$49,078	$51,441	$53,804	$55,177	$56,550	$57,922
2	$50,730	$53,223	$55,716	$57,134	$58,552	$59,970
3	$52,483	$55,107	$57,731	$59,159	$60,587	$62,016
4	$54,526	$57,365	$60,034	$61,540	$63,047	$64,553
5	$54,697	$58,384	$62,242	$63,763	$65,285	$66,806
6	$58,739	$61,806	$64,873	$66,374	$67,874	$69,375
7	$61,160	$64,206	$67,253	$68,798	$70,343	$71,888
8	$63,680	$66,835	$69,990	$71,581	$73,172	$74,763
9	$65,997	$69,313	$72,629	$74,273	$75,917	$77,561
10	$68,707	$72,228	$75,750	$77,453	$79,156	$80,859
11	$71,017	$74,598	$78,179	$80,000	$81,820	$83,640
12	$72,973	$77,064	$81,155	$82,972	$84,789	$86,606
13	$74,136	$78,695	$83,254	$85,076	$86,898	$88,720
14	$74,851	$79,897	$84,942	$86,787	$88,631	$90,476
15	$75,488	$80,908	$86,329	$88,204	$90,079	$91,954
16	$76,338	$82,098	$87,858	$89,737	$91,616	$93,495
17	$76,632	$82,719	$88,806	$90,729	$92,653	$94,576
18	$76,974	$83,148	$89,322	$91,261	$93,200	$95,139
19	$77,827	$84,171	$90,515	$92,411	$94,306	$96,202
20	$78,059	$84,596	$91,134	$93,026	$94,919	$96,811
21	$78,469	$85,131	$91,794	$93,688	$95,582	$97,476
22	$78,796	$85,487	$92,179	$94,064	$95,950	$97,836
23	$79,200	$85,950	$92,700	$94,643	$96,586	$98,528
24	$79,865	$86,705	$93,546	$95,493	$97,440	$99,387
25	$80,668	$87,549	$94,430	$96,356	$98,281	$100,206
26	$80,949	$87,908	$94,867	$96,817	$98,767	$100,717
27	$81,347	$88,348	$95,349	$97,291	$99,233	$101,175
28	$81,649	$88,854	$96,059	$97,989	$99,919	$101,848
29	$82,174	$89,402	$96,630	$98,561	$100,491	$102,421
30	$82,305	$89,586	$96,867	$98,804	$100,741	$102,678

ARTICLE 27 - ADDENDA

Any employee of Comstock Park Schools may propose changes to the addenda schedule. Additions, deletions, and adjustments to Article 26 shall be accomplished through formal bargaining or through a committee composed of District and Association representatives. The committee shall meet at a minimum once per school year to review and/or alter Article 23. Any changes endorsed by the committee shall be confirmed with a letter of agreement between the Superintendent/Designee and the Association leadership. These changes may then be incorporated into Article 26 of the Master Agreement during subsequent bargaining.

A. Club Sponsor Positions

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

- Addenda will be paid on the BA Base Salary per position.
- Addenda contracts will be delivered to the employee before the position starts.

B. Co-Curricular

Class Advisors	Percentage of Base Salary
9th	2.5
10th	2.5
11th	3.5
12th	3.5
HS Student Council/Student Leadership* (1)	5.0
MS Student Council	1.5
Pine Island Lighthouse Coordinator	1.5
HS Musical Director per production	5.5
HS Play Director per production	3.5
HS Musical Assistant Choral/Music per production	2.0
HS Club Sponsors	2.5
HS Yearbook Advisor**	3-5-7-8
MS Yearbook	1.5
MS Club Sponsors	1.5
Band Director	10-11-12-13-14
Auxiliary Band Personnel	6-7-8-9
Choral Director	4-5-6
Pep Band Director	4.0
HS Esports Winter	4.0
HS Esports Spring	4.0
HS Student Volunteers	4.0
Auditorium Coordinator	4.0
Freshman Mentors Advisor	2.5
Data Consultant	2.5
National Honor Society Advisor	4
School Dance Advisor	2.5
Winter Percussion (can be divided as see fit, i.e. 3 instructors)	14
Winter Color Guard (can be divided as see fit, i.e. 3 instructors)	7

C. Curricular

High School Department Chairs-(5)	2.0
K-5/MS Grade Level or Content Level Chairs (Middle School-4, Elementary-7)	2.0
School Improvement Team Chair (building level)	2.0
Assistant School Improvement Team Chair (building level)	1.5
HS Flexisched HW Advisor	2.0
HS Flexisched Advisor	2.

D. Athletics

GROUP I — Varsity Football, Varsity Basketball (boys or girls), Varsity Wrestling, Varsity Volleyball……..……..11-13-14-15-16

GROUP II — Varsity Track, Varsity Baseball, Varsity Softball, Varsity Football Asst., Varsity Soccer, Varsity Competitive Cheer, Varsity Lacrosse, Varsity Hockey, JV Football, Cross Country (boys and girls) ……..……9-10-11-12-13-14 if combined sport

GROUP III — JV Basketball (boys or girls), Varsity Wrestling Asst., *9th Grade Football, JV Football Asst., Varsity Golf, Varsity Tennis, Varsity Sideline Cheer, Varsity, Competitive Cheer Asst., JV Baseball, JV Softball, JV Soccer, JV Volleyball, JV Lacrosse, Varsity Track Asst…….8-9-10-11-12

GROUP IV — Bowling, JV Tennis, JV Golf, JV Competitive Cheer, JV Sideline Cheer, 9th Grade Basketball, 9th Grade, Football Asst., JV Wrestling, Freshman Sports (except *Football) ……..……7-8-9-10-11

GROUP V — MS (Middle School) Sports Football (7-8), Wrestling, Girls Basketball (7-8), Boys Basketball (7-8), Competitive Cheer, Sideline Cheer, Girls Volleyball (7-8), Girls Track, Boys Track, Cross Country, Tennis based on at least a nine (9) week season. If the sport is less than nine (9) weeks, addendum is to be reduced proportionately……..……..…5-6-7-8-9

GROUP VI — Other middle school sports and additional teams (“B” teams) will be paid at $480

F. Others

MS Intramurals……..……..……3-4-5-6

ARTICLE 28 - GUIDANCE COUNSELORS

A. Workday

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

B. Counseling Loads

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

C. Work Beyond The School Year

In addition to the regular school year, the two (2) High School Counselors shall work up to a total of ten (10) days to be split between months of June/August at the counselors' discretion, as needed, with advance approval of administration. The one (1) middle school counselor shall work up to fifteen (15) days to be split between months of June/August at the counselor's discretion, as needed, with advance approval of administration. This time shall be paid by a prorated method of the regular salary schedule.

ARTICLE 29 - FRINGE BENEFITS / INSURANCE AND OTHER BENEFITS

A. Insurance

The employer shall pay the following annual amounts towards the premium cost of the MESSA medical plans available to full-time employees.

From January 1, 2026, through December 31, 2026 the following amounts will be paid:

$7,942.09 times the number of Single Subscribers	($ 661.84 monthly)
$16,609.38 times the number of 2-Person Subscribers	($ 1,384.12 monthly)
$21,660.30 times the number of Full Family Subscribers	($ 1,805.03 monthly)

From January 1, 2027, through December 31, 2027, the payment amounts will be determined based on updated rates. These figures are not yet available and will be provided as soon as they are released.

The annual employer paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act – Act 152 of 2011 (MCL 15.563)

For the purposes of determining the employee contributions, the district will calculate on a monthly basis from July – June each year. Employee insurance deductions will run from September to June for 20 payrolls.

If for any reason, the employee does not return to the district for the start of the next school year, the employee will be responsible for all costs over the employer contributions listed above for July and August.

Open Enrollment shall take place at minimum once a year from November 1 through November 30.

PLAN A (Choices 10% Coinsurance):

1. Medical
    a. Prescription 3-Tier RX.
    b. $20 Office Visits Copay
    c. $500/$1000 deductible
2. Long Term Disability: 70%, $5,000 maximum, 90 calendar days - modified fill. Alcoholism/drug addiction two (2) year. Mental/nervous two (2) year.
3. Delta Dental: 90/90/90, $3,000/$3,000/$3,000, 75 $4,000
4. Negotiated Life: $50,000 AD&D
5. Vision: VSP-3 Plus P 250CL

PLAN B (Dental, Vision, LTD):

1. Long Term Disability: 70%, $5,000 maximum, 90 calendar days - modified fill. Alcoholism/drug addiction two (2) year. Mental/ nervous two (2) year.
2. Delta Dental: 90/90/90, $3,000/3,000/3,000, 75 $4,000
3. Negotiated Life: $50,000 AD&D
4. Dependent Life: $25,000
5. Vision: VSP-3 Plus P 250C
6. Cash-in-lieu of (CILO) insurance:
    a. $4,250.00 per year (354.17 per month)

PLAN C (MESSA ABC PLAN 1 HSA)

1. Medical
    a. Prescription 3-Tier RX (Mandatory Mail).
    Out of Pocket Office Visits, Urgent Care, Emergency Care until deductible is met
    *If the government raises minimum deductibles these will automatically increase.
    b. PLAN Deductible $1650 single coverage / $3300 2-person/family coverage..
2. Long Term Disability: 70%, $5,000 maximum, 90 calendar days - modified fill. Alcoholism/drug addiction two (2) year. Mental/nervous two (2) year.
3. Delta Dental: 90/90/90, $3,000/$3,000/$3,000, 75 $4,000
4. Negotiated Life: $50,000 AD&D
5. Vision: VSP-3 Plus P 250CL

PLAN D (MESSA ABC PLAN 1 10% Co-Insurance HSA)

1. Medical
    a. Prescription 3-Tier RX (Mandatory Mail).
    b. Out of Pocket Office Visits, Urgent Care, Emergency Care until deductible is met
        *If the government raises minimum deductibles these will automatically increase.
    c. PLAN Deductible $1650 single coverage / $3300 2-person/family coverage..
2. Long Term Disability: 70%, $5,000 maximum, 90 calendar days - modified fill. Alcoholism/drug addiction two (2) year. Mental/nervous two (2) year.
3. Delta Dental: 90/90/90, $3,000/$3,000/$3,000, 75 $4,000
4. Negotiated Life: $50,000 AD&D
5. Vision: VSP-3 Plus P 250CL

PLAN E (MESSA ESSENTIALS 20% Co-Pay)

1. Medical
    a. Prescription EbM RX Coverage.
    b. $25 Office Visits Copay
    c. $375 individual/$750 family deductible
2. Long Term Disability: 70%, $5,000 maximum, 90 calendar days - modified fill. Alcoholism/drug addiction two (2) year. Mental/ nervous two (2) year.
3. Delta Dental: 90/90/90, $3,000/3,000/3,000, 75 $4,000
4. Negotiated Life: $50,000 AD&D
5. Vision: VSP-3 Plus P 250CL

The district agrees to contribute an amount equal to the difference between the Essentials Plan annual premium and the hard cap. The contribution will be a non-elective 403b contribution through the district's approved vendor list.

B. Part-Time Employees

The Board or Superintendent and/or Designee will pay a proration of the premium of PLAN A, B, C, D, E based on the employee's FTE.

C. Payments

Payments for such insurance shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin their duties, or as soon as the group accepts the enrollee. Coverage will be provided on an annual basis in accordance with the Master Agreement. Restrictions to the Board's obligation for medical care insurance are defined as:

1. An employee shall not cover his dependents if they are receiving coverage via the same or another hospitalization policy (non-duplication).
2. A single person (defined as an employee who receives coverage for himself or herself only) qualifies for individual membership under group provisions.
3. Payments shall be made for a twelve (12) month period. The Board will also provide full coverage for three (3) months for any employee laid off during the school year. The Board will provide coverage through September 30 for any employee laid off at the end of the school year.
4. The insurance benefits provided in this Article shall begin when the employee has properly completed the necessary forms and actually begins employment. Such insurance shall terminate when the employee's employment is terminated or when the employee is on a leave of absence without pay. The employee shall have the option, 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 13.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 Family Medical Leave Act (FMLA). The employee shall have the option, subject to FMLA, of continuing his/her coverage by assuming payments when payments provided by the Board under terms of this

Master Agreement expire.

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

D. Tax Deferred Savings Retirement Savings Program

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

ARTICLE 30- OTHER CREDITS

A Travel Expense

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

B. 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.

C. Experience

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

.

D. Certified Staff Certificate/License Renewal Reimbursement

Certified Staff who are able to show and provide documentation and receipts for Certificate/License Renewal shall be reimbursed for the cost associated for the renewal of the certificate not to exceed $300.

E. Tuition Reimbursement

Certified personnel with a valid standard of teaching certificate may be reimbursed for the actual cost of tuition for the successful completion of academic courses taken through the fiscal year. This provision is limited to a total not to exceed $25,000 to be awarded on a first come, first serve basis and does not roll over and accumulate into future years. In the event the fund balance falls below 15% this provision is null and void.

The employee wishing to receive reimbursement is responsible for securing approval from the Superintendent/Designee prior to registering for the class. Applicants must prove that coursework enhances their professional practice. Once approved, the employee must provide the registration and receipt for the course and a transcript showing they have been awarded credit for the approved course. Employees may seek approval beginning on the first school day of the second semester of each school year.

ARTICLE 31 - PAYROLL PROCEDURE

Payroll checks and/or direct deposits will be issued biweekly on Fridays.

A. 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. Based on the calendar year and bi-weekly pays, these may be adjusted to twenty-two (22) and twenty-seven (27). A notice will be sent out the years that the contracts are affected by July 31.

B. Deductions

All authorizations for payroll deduction shall be made on forms provided by the Administration. To prevent fraudulent payroll deduction authorizations, all deduction changes should be hand-delivered to Central Office when possible. A digital copy can be sent as long as there is a follow-up phone call from the employee verifying the change.

C. School Not In Session

Should a regular pay date fall during a period when school is not in session, payroll checks will be mailed to an address provided by the employee on the day before the regular payroll date.

D. New Hire Contact Information

The Superintendent and/or Designee will make available to the treasurer of the local Union the names, ~~and~~ addresses, and phone numbers of each employee separated from the payroll, hired, laid off, recalled, or placed on approved leave of absence, or a change of address within fifteen (15) days when such change occurs. (Moved from Article 1.G.)

ARTICLE 32 - PERSONAL CONTRACTS

A. Issuance and Return

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

Excluding prohibited subjects or where prohibited by law, 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 Association shall be furnished with printed copies of the final Agreement upon request. The Certified Contract Agreement is located on the District's website under the Transparency page for referencing.

D. Zipper Clause

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

E. Changes of Agreement

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

F. Duration

This Agreement shall be a two (2) year contract in effect as of September 1, 2023- August 31, 2025.

SIGNATURE PAGE

EDUCATION ASSOCIATION

By Kathryn Commers 8/20/2025
Its President

By _____
KCEA President

By Heather Palo 8/20/2025
MEA UNISERV DIRECTOR

Other members of the Association Bargaining Team are as follows:

_____

_____

_____

BOARD OF EDUCATION

By Dave Washburn 8/20/2025
Superintendent

By _____

By _____

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

_____

_____

_____

Dated this 20th day of August 2025.

APPENDIX A - CALENDAR

COMSTOCK PARK PUBLIC SCHOOLS

2025-2026 CALENDAR

AUGUST 2025

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	PD	PD	29	30
31						

AUGUST

18	KCTC START DAY
27	STAFF PD (2 DAYS)
28	STAFF PD (2 DAYS)
	TD (2) SD (0)

SEPTEMBER 2025

S	M	T	W	TH	F	S
	LV	FD	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SEPTEMBER

1	LABOR DAY
2	FIRST DAY OF SCHOOL
	TD (23) SD (21)

OCTOBER 2025

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

OCTOBER

1	COUNT DAY
8	HALF DAY FOR STUDENTS
8	PM STAFF PD
31	AM HALF DAY STUDENTS
31	PM STAFF PD
	TD (46) SD (44)

NOVEMBER 2025

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	TV	TV	TV	29
30						

NOVEMBER

26-28	THANKSGIVING VACATION
	TD (63) SD (61)

DECEMBER, 2025

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	HV	HV	HV	HV	HV	27
28	HV	HV	HV			

DECEMBER

18-19	FULL DAY
20	JAN. 5 HOLIDAY VACATION
	TD (78) SD (76)

JANUARY 2026

S	M	T	W	TH	F	S
				HV	HV	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	NS	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY

15	HALF DAY STUDENTS
15	HALF DAY STAFF RECORDS DAY
16	HALF DAY STUDENTS
16	HALF DAY STAFF RECORDS DAY
19	NO SCHOOL STUDENTS
19	NO SCHOOL STAFF
	TD (97) SD (95)

FEBRUARY 2026

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	MW	17	18	19	20	21
22	23	24	25	26	27	28

FEBRUARY

4	HALF DAY FOR STUDENTS
4	PM PD FOR STAFF
11	COUNT DAY
16	MID WINTER BREAK
	TD (116) SD (114)

MARCH 2026

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH

11	HALF DAY FOR STUDENTS
11	PM STAFF PD
	TD (138) SD (136)

APRIL 2026

S	M	T	W	TH	F	S
			1	2	SB	4
5	SB	SB	SB	SB	SB	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

APRIL

3 - 10	SPRING BREAK
	TD (154) SD (152)

MAY 2026

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	MV	26	27	28	29	30
31						

MAY

25	MEMORIAL DAY
	TD (174) SD (172)

JUNE 2026

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JUNE

9	HALF DAY STUDENTS
9	PM STAFF WORK DAY
10	HALF DAY STUDENTS
10	PM STAFF WORK DAY
10	LAST SCHOOL DAY
	TD (182) SD (180)

CALENDAR CODES

FD	FIRST DAY	MW	MID WINTER BREAK
LV	LABOR DAY VACATION	NS	NO SCHOOL
TV	THANKSGIVING VACATION	SB	SPRING BREAK
HV	HOLIDAY VACATION	MV	MEMORIAL DAY VACATION
PD	STAFF PROF. DEVELOPMENT	LD	LAST DAY (HALF DAY)
HD	HALF DAY		

APPENDIX B - GRIEVANCE REPORT FORM

Grievance #_____ _____ School District

GRIEVANCE REPORT

Submit to Principal in duplicate

Distribution of Form
1. Superintendent
2. Principal
3. Association
4. Member

Building | Assignment | Name of Grievant | Date Filed

LEVEL ONE - FORMAL

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 - SUPERINTENDENT

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 3 - ARBITRATION

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator

_____

_____

_____

_____ _____

Signature Date

APPENDIX C - PART TIME EMPLOYEES

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

Stipulations:

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

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