

Agreement

between

Kalamazoo County Education Association/
Comstock Education Association

and

Comstock Public Schools

2020-2021



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AGREEMENT

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

WITNESSETH:

ARTICLE 1 - RECOGNITION AND DEFINITIONS

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

- A. **Definitions.** Except as otherwise expressly provided in this Agreement, the words and phrases, hereinafter set forth shall have the following meanings:
1. **Part-Time Teacher** means a certified teacher regularly employed under contract for less than a full work week or a full work day. The fringe and leave benefits of a part-time teacher shall be proportionate to the number of hours employed per week.
 2. **Teacher** shall mean a certified teacher, expressly excluding the Superintendent, assistant superintendents, assistant to the Superintendent, principals, assistant principals, dean of students and athletic directors, and department heads while functioning in that capacity.
 3. **Non-teaching Certified Employee** shall mean those bargaining unit members who hold an appropriate certification or licensure and whose employment is not regulated by the Michigan Teachers' Tenure Act.
 4. **Student-Teacher Ratio** shall mean all teachers except librarians, counselors, psychologists, speech therapists, special education teachers, social workers, elementary reading teachers, and teacher consultants.

ARTICLE 2 – RIGHTS OF THE BOARD OF EDUCATION

The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the School District and to supervise the teachers are vested solely and exclusively in the Board.

ARTICLE 3 – ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. **Association Rights** The Association shall have, in addition to other rights expressly set forth herein or provided by law, the following rights:
1. **Facilities and Equipment** The use of school buildings, at reasonable hours for meetings, bulletin board space for the posting of notices in teacher lounges, and the use of school equipment in accordance with applicable School Board policies, provided that it shall pay the reasonable cost of any required labor, materials, or supplies, and for any damage, and provided further, that such use shall not interfere with the primary educational use of such facilities or equipment.
 2. **Notification** The Board agrees to advise the Association of all additions, deletions or change in status of members of the bargaining unit on no less than a monthly basis.
 3. **Association Meeting** Faculty meetings which conflict with meetings of the Association shall not be scheduled on Wednesday after the conclusion of the work day except in the case of an emergency.
 4. **Association Leaves** The Superintendent shall grant leaves of absence to Association members upon the request of the Association in accordance with the following guidelines, namely:
 - a. The teacher will assure that adequate provision has been made to discharge classroom responsibilities properly.
 - b. Except for good cause, request for a leave day shall be made in writing to the District not less than forty-eight (48) hours prior to the leave.
 - c. The District shall not be required to grant leave for more than twelve (12) teaching days during each school year.
 - d. The Association shall reimburse the Board of the cost of substitutes or MPSERS costs, whichever is greater.
- B. **Association Responsibilities.** The Association, having been recognized as the exclusive bargaining agent for the teachers, agrees that:

1. It will not discriminate against any teacher by reason of race, national origin, religion, sex, marital status, or age.
2. It will not during the life of this Agreement, directly or indirectly, encourage or cause any concerted work stoppage, slow-down, strike or other interference with the day-to-day operations of the school or the educational opportunities afforded its students.

ARTICLE 4 – TEACHER RIGHTS AND RESPONSIBILITIES

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

1. **Personnel Files** The Board shall cause an official personnel file to be established and maintained for each teacher in accordance with the following guidelines:
 - a. A teacher shall have the right, upon reasonable prior request, to review the contents of his/her personnel file. A representative of the Association may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of an administrator responsible for the safekeeping of the file. The credentials and references of the teacher shall not be subject to review.
2. **Conferences** A teacher shall be reasonably available for consultation with students, parents, and members of the professional staff and others.
3. **Parent-Teacher Conferences** Parent-Teacher conferences shall be included in the school calendar.
4. **Student Evaluations** Each teacher shall hold high expectations for all students and shall evaluate each student fairly and impartially in accordance with the evaluation scales established by the Board of Education in consultation with the Association.
5. **Rules and Regulations** The responsibility of a teacher for the enforcement of the rules and regulations of the District is not limited to the teacher's classroom.
6. **Professional Conduct** A teacher shall:
 - a) Refrain from the use of his/her professional relationships with students for private advantage.
 - b) Refrain from holding outside employment or engaging in activities which materially interferes with the performance of his/her professional assignments.

- c) Accept no gratuities, gifts or favors that might impair, or appear to impair, his/her professional judgment nor offer any favor, service, or thing of value to obtain special advantage.
 - d) Not knowingly withhold or misrepresent information concerning his/her professional qualifications.
7. **Safety of Students and Bargaining Unit Members** Every reasonable effort shall be made to protect students and bargaining unit members from conditions harmful to learning, health, or safety. For such purpose, a teacher shall promptly notify the Administration of any defective condition in the physical facilities of the District, which may reasonably cause injury to persons or property. A bargaining unit member has the right to protect others from physical assault in compliance with board policy and state law.
8. **Just Cause** No teacher shall be disciplined for a reason that is either arbitrary or capricious. Bargaining unit members not subject to the Teacher Tenure Act shall not be disciplined without just cause.
9. **Right to Representation** A teacher has the right to representation by the Association during an investigatory interview. This right must be asserted by the teacher and the District shall have no obligation to advise the teacher of this right. Nothing in this paragraph shall be construed to expand or contract the rights or obligations of the teacher, Association or District established by the Supreme Court in 1975 in the *Weingarten* decision.

ARTICLE 5 – PROFESSIONAL SERVICES

- A. **School Year** The number of student days and teacher days shall be established by the Board. The school calendar shall be as set out in Appendix A.
- B. **Professional Duties** The parties recognize that the commitment of a teacher cannot be measured merely by time and that all of the provisions hereinafter set forth are conditioned by the responsibility of each teacher to fully and completely discharge his/her professional responsibilities. The compensation set forth in Schedule "A" for regular professional duties is based on the assumption that on average a teacher will be on the school premises or at an approved duty connected facility for thirty-eight (38) hours during each regular school week. The scheduling of the thirty-eight (38) hours for each school will vary due to the differences in arrival and departure time of students. The amount of student contact time required to receive full state aid shall be established by the Board.
1. **Planning Time and Lunch Periods** All regularly assigned, full-time, classroom teachers, shall receive during each full week of instruction:
- a. Two and one-half hours of duty-free lunch time thirty (30) consecutive minutes per day.

- b. Five preparation, conference periods of not less than forty (40) minutes each, one per day.
 - c. The Association shall bring to the District's attention within 10 work days after the school schedule is distributed to teachers any concerns regarding teachers who are required to travel between school buildings. The Association, the district, and the member agree to meet and discuss adjustments to the teacher's schedule to account for travel, set up, and tear down time or, in the District's discretion, provide additional compensation. Travel time shall be considered as separate from the teacher's planning time.
2. **Substitution for Other Teachers on Planning Time** Whenever an administrator requests that a teacher substitute for another on planning time, such teacher shall be paid thirty-seven dollars (\$37) for each block/class period taught. No teacher shall be required to substitute for another during planning time more than once per week, but may agree to do so. This provision shall not apply when teachers agree to substitute for each other on their planning time.
3. **General Duties** In addition to the regular professional duties performed during the regular school week, a full-time teacher may be required to attend up to an average of eight (8) hours of school meetings each month not to exceed ten (10) hours during any single month. Part-time teacher's hours shall be prorated according to his/her scheduled work days/hours. Those meetings shall include IEP's, 504's, Student Success Team, Grade Group, Department meetings, school improvement meetings, open house, orientations, parent-teacher conferences and staff meetings. When possible, teachers shall be given one (1) week notice of any required meetings and shall be supplied with a proposed agenda specifying starting and ending times for the meeting. Teachers will be required to attend legally mandated meetings even if those meetings would cause them to exceed the eight (8) hour average or the ten (10) hour limit for any particular month.
- Meetings generally will not be scheduled on Fridays after a teacher's normal workday. One week's notice will be given if it is anticipated that they will extend more than one hour beyond the working day.
4. **Student Teachers** The acceptance of a student teacher supervisory assignment shall be voluntary. Any funds received by the District for placing of student teachers shall be used for classroom enhancements.
5. **Mentor/Mentee** The Administration shall notify the Association, on a timely basis, when a mentor teacher and a mentee teacher are matched.

Administration shall notify the Association president or designee, on a timely basis when a mentor teacher and a mentee teacher are matched. Mentor teachers serve voluntarily and are selected by the Administration. Mentor teachers shall be available to provide professional support, guidelines, and instructional leadership.

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

7. **Work Load.** It is the goal of the parties that teachers in the same classification shall have substantially equal workloads and productivity. However, it is recognized that the professional workload and effort of each teacher cannot be precisely measured. The parties recognize, however, that at least the following factors should be considered, namely:

a. **Class Size Criteria.** The establishment of student-teacher ratios is recognized as a useful reference point when used in conjunction with at least the other guidelines hereinafter set forth. The student-teacher ratio for the average classroom computed on a building basis is as follows:

<u>Grade levels</u>	<u>Student-Teacher-Ratio</u>
Kindergarten	24 to 1
1-2	25 to 1
3-5	26 to 1
6-12	27 to 1

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

b. **Remedies for Class Overload** In the event a classroom exceeds the student/teacher ratio as defined in Section A above, at the request of the affected teacher(s), the Association representative, the affected teacher(s), and the appropriate Administrator(s) shall meet in an effort to remedy the overload. An adjustment in teacher's workloads will include hiring a paraprofessional with the teacher's approval, and if funding is available, when kindergarten sections reach an enrollment of 25 or more; first and second grade enrollments reach 26 or more; and third through fifth grades reach 27 or more.

Other Guidelines. In addition to the student-teacher ratio, it is recognized that any accurate measure of the professional effort required, the quality of the instruction given, or of the results obtained should also consider the following factors, namely:

- 1) The subject matter.
- 2) The teaching strategy.
- 3) The distribution, maturation, and ability level of the students.
- 4) The training and experience of the teacher.
- 5) The quantity, quality, and type of physical facilities and teaching aides available.

9. Once the District creates a split-grade classroom, the District will not add additional students to such classroom unless other classrooms at the affected level

are becoming overcrowded. The District will consult with the affected teachers prior to any additions to a split grade.

C. **School Closings** If adverse weather or other conditions beyond the control of the Board make it advisable to close school, the following guidelines shall apply, namely:

1. Except as hereinafter provided, teachers shall report for duty as usual with reasonable allowance for tardiness if conditions warrant. Each teacher shall make every reasonable effort to comply with the reporting provision; however, in the event a teacher is unable to report and notifies his/her building administrator of such prior to the scheduled reporting time, the absence shall be charged against the teacher's available personal business leave or sick leave, the preference of which to be determined by the teacher. If a teacher anticipates a late arrival, the teacher shall notify the building administrator.
2. Dismissal for teachers will be at the normal time unless weather conditions worsen.
3. In the event of mechanical failure or other circumstances requiring the closing of a building facility, teachers may be assigned to assist in other buildings. Teachers should only be assigned to assist in other buildings at levels wherein they are certified to teach.
4. In conditions of unusual severity, teachers will be advised by telephone not to report.
5. The Board will endeavor to have included in radio and television announcements to the fact that teachers are required to report.
6. The parties recognize that the Employer has the right to determine the duties to be performed by the members of the teaching staff but mutually agree that every reasonable effort will be made to ensure that each member of the teaching staff will have the opportunity to perform useful services or participate in meaningful activities which will contribute to the quality of the educational program. Except as each building shall otherwise determine, the first snow day shall not be used for in-service training.
7. When a school day is canceled or dismissed and state law requires that such day be made up at a later date, teachers need not report for duty or remain on school premises.

D. **Application for Vacancies**

1. **Application** A teacher, who wishes to apply for a posted vacancy, shall apply in writing within the posting period. Internal applicants shall apply for the posted position by submitting a letter of interest to the appropriate person. Internal applicants are not prevented from applying during the external posting period.
2. **Modification of the Position** Modifications in the description of a position and/or requirements for the position will require re-posting.

ARTICLE 6 - PHYSICAL FACILITIES AND EDUCATIONAL OPPORTUNITIES

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

ARTICLE 7—COMPENSATION AND BENEFITS

- A. **Wages** Each teacher shall be entitled to receive wages as herein set forth:
1. **Regular Compensation** The basic compensation of each teacher shall be as set forth in Schedule A. The Board may pay a teacher wages in excess of the amount set forth on Schedule A for the performance of additional duties not included in the classification or position. The Board will pay the contribution to the state retirement fund for any teacher employed under the provisions of this Contract.
 2. **Professional Experience** The Board may place new professional employees on such steps as professionally indicated by reason of education, experience (including military service and vocational experience) and past professional performance. All newly hired teachers will be placed on a level that is a minimum of 80% of the individual's total years of certified teaching experience (excluding substitute teaching).
 3. **Academic or Certification Advancement** Academic or certification advancement shall be made at the beginning of the first semester following advancement, provided that the teacher shall submit proof of such advancement not later than thirty (30) days after the beginning of the semester.

4. **Salary Levels** A teacher shall advance to the next salary level at the beginning of the school year if the teacher is in good standing with state certification requirements.
 5. **Salary Placement** A teacher shall advance to the BA+15, +30, MA+15 and MA+30 based on successful completion of a college or university class(es) and/or SCECHs earned subsequent to being awarded a Bachelors or Masters Degree.
 6. **Student Activities.** Student activity assignments described on Schedule “B” shall be compensated as therein provided.
 7. **Teacher Work Year.** Teacher work year shall be comprised of 182 workdays. A teacher required to work in excess of the number of days set forth in the School Calendar shall be entitled to proportionate increase in compensation. This provision does not apply to additional days required by the State “snow day” law.
 8. **Deductions** The Board shall have the right to deduct from the pay of each teacher such amounts as may be required by law which may be due the Board from the teacher, or which are expressly authorized by the teacher in writing for one (1) annuity, the financial institution, savings, bonds, MEA sponsored auto insurance or other Board approved auto insurance, and mutually agreed upon charitable donations. Payment of annuities shall be made twice a month. Teachers shall have the responsibility to inform payroll when there are any changes in deductions. New employees shall ordinarily authorize deductions within thirty (30) days of their beginning employment date.
 9. **Salary Classification** All teachers shall be placed on the appropriate salary schedule classification. Adjustments shall be made at the beginning of each semester. (See Schedule A)
- B. **Tuition Reimbursement** Employee tuition reimbursement shall be one hundred seventy-five dollars (\$175), per college credit, up to eight (8) credits per year. Pre-approval from the Assistant Superintendent is required. Reimbursement for the course or class will be provided within 30 days after proof of receiving credit is received by the business office. Proof of credit must be submitted to the business office no later than 45 days following the end of the semester from which you are taking the course or class. Unofficial transcripts shall be accepted by the business office as proof of credit.
- C. **Insurance** Fringe benefits shall be provided on the terms and conditions set forth in Schedule C.

ARTICLE 8 - LEAVES

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

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

B. **Family and Medical Leave** The District will provide covered employees job protected leave for certain family and medical reasons. Full-time teachers and employees who have worked for the District for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

1. **Purpose of Leave** Up to twelve (12) weeks of leave may be granted for any of the following reasons:
 - a. To care for the employee's child after birth or placement for adoption or foster care; or,
 - b. To care for the employee's spouse, son, daughter or parent who has a serious health condition.

- c. Up to eighteen (18) weeks of leave may be granted for a serious health condition that makes the employee unable to perform the employee's job.

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

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

Leave for a newborn or newly placed child may be taken only within twelve (12) months from the date of birth or placement and may only be taken continuously. In order to avoid disruption to students, the duration and timing of a leave shall be subject to the limitations of the Family and Medical Leave Act (FMLA) pertaining to leaves near the end of an academic term.

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

The District will require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the District's expense) and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to the District and the expected date of return. For leaves in excess of twelve (12) weeks, the medical certification must be from an MD/DO. The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.

When leave is required for a serious health condition, employees will normally be given fifteen (15) calendar days to obtain the necessary medical certifications to support the leave. Employees will be required, unless the District waives the requirement, to recertify the need for the leave at least every thirty (30) days and must report on a periodic basis no less often than every two (2) weeks with respect

to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

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

For leaves of up to twelve (12) weeks under this policy, the District will maintain the employee's health coverage under any group health plan. Any employee contributions to the health plan must be maintained during the leave to maintain coverage. Employees who fail to return from a leave will be obligated to reimburse the District for the cost of such paid health coverage, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave or other circumstances beyond the employee's control.

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

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

1. Personal leave shall be used for business or family obligations, which cannot reasonably be scheduled outside of the regular workday.
2. A request for personal leave shall be made at the earliest practical time, except in cases of emergency.
3. The procedure for the granting of personal leave shall:
 - a. Consider the staffing requirements of the School District and the professional responsibilities of the teacher.
 - b. Provide that the written request for personal leave shall constitute a certification by the teacher that the leave will be used for the purposes herein set forth. No specific description of the intended use of leave shall

be required except for a leave requested for a day preceding or following a vacation or holiday.

- c. Require written notice of the reasons for the denial of a leave request to be given to the teacher with copies thereof to be sent to the Superintendent and to the president of the Association.
4. Any unused portion of a teacher's personal leave shall accumulate to a maximum of five (5) days. Once a teacher has accumulated such five (5) personal leave days, additional personal leave days earned pursuant to Article 8, Section C shall be added to the teacher's personal sick leave accumulation.
- D. **Attendance Incentive** If a bargaining unit member uses three (3) or fewer sick days he/she will receive a five-hundred dollar (\$500) stipend. This incentive will be paid in the first payroll in July.
- E. **Court Leave** A teacher shall be entitled to leave for jury service or for court appearances which cannot reasonably be scheduled outside of the school day when subpoenaed as a witness in connection with any criminal proceedings or any litigation. If a teacher is subpoenaed as a witness in connection with any civil proceedings not arising out of the performance of the teacher's professional duties for the School District, the teacher shall be entitled to use accumulated sick leave to the extent available. In all other cases described above the teacher shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The teacher shall return to his/her duties upon completion of jury duty of less than one-half (1/2) day.
- F. **Maternity Leave** The Board shall grant a leave of absence without pay for reasons of pregnancy or adoption. The teacher may elect to use his/her sick leave, personal leave, or any combination thereof, for all or part of his/her leave. Leave shall be granted in accordance with the following guidelines:
1. The time for the commencement of the maternity leave shall be mutually agreed upon by the Board and the teacher in accordance with the following factors, namely:
 - a. The staffing needs of the school system.
 - b. The desirability of coordinating staff changes with the school calendar.
 - c. The effect of the pregnancy on the proper performance of professional duties.
 - d. The personal health and family circumstances of the teacher.
 - e. A maternity leave shall ordinarily not be granted prior to the fifth month of pregnancy unless it shall appear that the denial of the leave would unreasonably impair the physical or mental health of the teacher.

- f. Adoption leave shall not commence more than two (2) weeks prior to taking custody of the child, unless the Board and the teacher shall otherwise agree. The Teacher shall coordinate the adoption to the extent practicable with the professional responsibilities of the teacher and the staffing requirements of the Board.
- 2. Unless the Board and the teacher shall otherwise agree, maternity leave shall terminate as follows, namely:
 - a. Leaves commencing after the beginning of the school year and prior to the beginning of the second semester shall terminate at the beginning of the next school year.
 - b. Leaves commencing after the end of the first semester but prior to the beginning of the next school year shall terminate at the beginning of the second semester in the next school year or the beginning of the first semester in the following school year. The teacher shall elect in writing prior to the commencement of the leave the alternative termination date selected. If no election is made, the leave shall terminate at the beginning of the following school year.
- G. **Funeral Leave** A teacher shall be granted funeral leave in accordance with the following guidelines, namely:
- 1. The death of the spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, grandparents (including by marriage), grandchildren, or permanent resident of a teacher's household. The duration of the leave shall be determined on an individual basis based upon the individual circumstances and requirements of the teacher. The teacher shall have the right to use three (3) days leave per occurrence which may be extended to five (5) days with prior approval. Additional leave may be granted under the "Administrative Leave" or "Health and Hardship Leave" provisions herein set forth.
 - 2. Up to two (2) days funeral leave may be allowed for the attendance of the funeral of other relatives or persons where closeness of relationship would warrant such absence. These leave days shall be deducted from sick leave.
- H. **Health and Hardship Leave** Upon the request of a tenured teacher, the Board may grant a leave of absence without pay for a period not to exceed one (1) year for the purpose of rest, restoration of health, or the alleviation of hardship involving the teacher or his/her immediate family.
- I. **Professional Growth Leaves** An unpaid leave of absence may be granted to a teacher for the purpose of professional growth through further education, travel, or the holding of a professional or public office. Such leaves shall be granted in accordance with the following guidelines, namely:
- 1. The teacher shall have been continuously employed by the Board for not less than four (4) full school years (except that a leave for an advanced degree may be

granted after two (2) years of continuous employment), shall not have taken a leave of absence within the preceding five (5) years and shall have received a recommendation for hiring for the preceding three (3) years.

2. A written application shall be filed with the Board not later than April 1 and shall contain at least the following information:
 - a. A description of the expected benefits to be derived by the teacher and by the School District;
 - b. The intention of the teacher to return to the School District; and,
 - c. The desired time for the commencement and termination of the leave.
3. The leave of absence shall not exceed one (1) year, provided that a leave may be extended by the Board upon prior written application. The Board may further restrict the total number of teachers on a professional growth leave of absence at any time to not more than five (5) teachers. The Board shall have the right to delay the commencement of a leave for a period of not to exceed one (1) year if the teacher has assumed a professional responsibility or if a qualified replacement cannot reasonably be found to fill the vacancy that would be created by the absence of the applicant during the period requested. A leave of absence shall not be terminated early without the prior approval of the Board.

J. **Military Reserve Leave** A teacher required to attend two (2) weeks of annual training duty with any military reserve component of the state or federal government and who is unable to perform such military training outside of the regular school year shall be paid the difference between his/her military pay and his/her regular teacher salary.

K. **Administrative Leaves** The Superintendent may grant leaves of absence with or without pay for meritorious reasons not otherwise included in this Agreement. The Superintendent may approve the use of accumulated sick leave for any such leave of absence together with such other terms as shall be mutually agreeable to the Superintendent and the teacher.

1. A teacher who is granted a health and hardship leave, professional growth leave, child care leave or administrative leave shall normally, upon return, be restored to the position held prior to such leave.

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

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

ARTICLE 9 - MISCELLANEOUS CONTRACT PROVISIONS

- A. **Board Policies** Each administrative office shall have available for the use of teachers one or more current copies of Board Policies. A procedure shall be established to permit the removal of the Policies from the office for a reasonable period of time.
- B. **Medical Examinations** Pursuant to the restrictions contained in the ADA, the Board may require a teacher to receive a physical and/or mental examination:
 - 1. Upon initial employment.
 - 2. Upon returning from a leave.
 - 3. To determine the existence of any condition which may impair the ability of the teacher to properly discharge the teacher's professional duties.
 - 4. To determine the existence of any condition which may be detrimental to the health of the students or other persons.
 - 5. Examinations required by the Board shall be conducted by a physician of the Board's choosing and shall be paid for by the Board.
 - 6. Teachers may have additional examinations with a physician of their own choice and at their own expense.
 - 7. X-rays and/or skin tests shall be provided by the Board.
- C. **Future Bargaining** Negotiations for future contracts or financial re-openers will begin no later than May 1st, unless mutually agreed upon by both parties.
- D. **Elementary Secondary Act** If any building's overall student performance falls below expected state/federal standards for two consecutive years, the Superintendent and Education Association President will form a joint committee by September 30th to create a plan of action. If an outside team or expert is required of the district, their purpose will be limited to advising the joint committee.

ARTICLE 10 – CONTRACT ADMINISTRATION

- A. **Definition** Day shall mean a calendar day unless otherwise specified.
- B. **Grievance Procedure**
 - 1. **Application** The Association or a teacher having a grievance concerning the interpretation or application of this Agreement, or a Letter of Agreement executed by the parties to this Agreement, which has not been satisfactorily resolved by the normal administrative procedures, may file a written grievance.

Written grievances as required herein shall contain the following:

- a. It shall be signed by the grievant(s) or union;

- b. It shall be specific;
 - c. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - d. It shall cite the section or subsections of this contract alleged to have been violated;
 - e. It shall contain the date of the alleged violation;
 - f. It shall specify the relief requested.
2. **STEP ONE** A teacher who believes he/she has a grievance at the building level shall first discuss the matter with his/her principal personally or accompanied by an Association Representative. A teacher who believes he/she has a grievance at the district level shall discuss the matter with his/her district level administrator personally or accompanied by an Association Representative. It shall be the objective of both parties to resolve the matter in this informal manner. A teacher may in writing waive attendance at the informal conference and shall have the right to have an individual representative present. If the grievance is not resolved in an informal meeting, a written grievance must be filed within fifteen (15) work days of the occurrence of the incident, or reasonable knowledge thereof, with the building principal. The building principal or district level administrator shall reply in writing to the written grievance within ten (10) work days.
3. **STEP TWO** If the written grievance is not resolved at Step One, the grievant may request a conference with the superintendent. This request shall be made within ten (10) work days of receipt of the Step One response and the conference must be held within ten (10) work days of the request. A representative of both parties shall be present. A teacher may in writing waive attendance at the conference and shall have the right to have an individual representative present. The superintendent shall file a written reply with each party at the conference within ten (10) work days after the completion of the conference.
4. **STEP THREE** If the written grievance is not satisfactorily resolved at Step Two, the aggrieved party may, within twenty (20) work days or thirty (30) calendar days if it extends over summer break, request that the grievance be submitted to arbitration before the American Arbitration Association in accordance with its rules and regulations. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement, nor shall the arbitrator have any authority to rule on the termination of services of a probationary teacher as defined in Article IV. The arbitrator shall have no authority to rule on a grievance in which a teacher has filed a claim or complaint in another forum arising out of the same fact situation (including, but not by way of limitation, civil rights complaints, complaints with the Michigan Department of Labor, or any matter subject to the procedure specified in the Michigan Teachers' Tenure Act.) The cost of arbitration shall be shared equally by the parties unless the arbitrator in his/her sole judgment shall otherwise decide.

5. **General Procedure** All grievances shall be in the form set forth in Article 10. All teacher grievances shall separately state the position of the Association. Any grievance which is not appealed within the time limit specified shall be considered to be withdrawn. Any grievance not answered by the Board within the time specified may be advanced to the next step by the Association. A grievance that continues into the summer, or is initiated in the summer, will not be held to the above timelines. Although every effort will be made to adhere to established timelines, timelines will be suspended when a party to the procedure is not available. Both parties will agree to extend the timelines with a written acknowledgement of the new timelines. The processing of grievances shall normally be outside of the work day and shall not interfere with the performance of professional duties.
- C. **Policies and Other Agreements** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.
- D. **Interpretations** Captions are included only for convenience of reference and shall not modify in any way the language herein. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- E. **Notices** Any notice given pursuant to this Agreement shall be deemed to have been received three (3) days following its deposit in the United States mail, postage prepaid, when addressed as follows:
1. Office of the Superintendent
Comstock Public Schools
3010 Gull Road
Kalamazoo, Michigan 49048
 2. Current home address of the President of the Association as set forth on the records of the Board.
 3. Teacher address as set forth on the records of the Board or such other address as shall hereafter be furnished in writing.
- F. **Grade Changes** No grade given by a teacher shall be changed except by the following procedure:
1. The administrator requesting a grade change shall state the reasons for the requested change to the teacher. If the teacher concurs with the reasons given, the grade shall be changed.

2. If the teacher does not concur, the administrator requesting the grade change may submit the request to a review panel comprised of one (1) administrator, two (2) EA members, one (1) board member, and one (1) unbiased parent.
- Teacher will not be on committee but has opportunity to present to committee
 - Building administrator will not be on committee but has opportunity to present to committee
 - Student/parent has the opportunity to present to committee
 - Superintendent and EA president agree on committee members
 - School board president appoints a board member to the committee

If the majority of the review panel does not concur with the change, the grade shall not be changed.

3. If the review panel concurs with the change, the change shall be made unless the teacher who gave the grade appeals the decision of the review panel to the Board of Education within ten (10) days following notification of the decision by the review panel.
4. The Board of Education shall review the merits of the request for a grade change, and if a majority of Board members concur, the grade may be changed.

G. **Scope** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

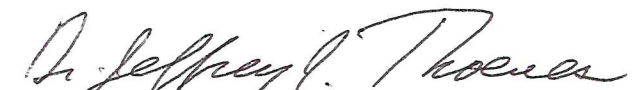
H. **Distribution** Copies of this Agreement shall be published on the district website.

I. **Term** This Agreement shall become effective upon ratification and signing of both parties and shall continue in force and effect until midnight of June 30, 2021. The Agreement will be automatically renewed for successive periods of one (1) year unless either party notifies the other in writing of its desire to amend or terminate this Agreement at least ninety (90) days, nor more than one hundred twenty (120) days prior to midnight of April 30, 2021.

KALAMAZOO COUNTY EDUCATION ASSOC.
COMSTOCK EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS


Wendy Miller, President


Dr. Jeffrey J. Thoenes, Superintendent

Schedule A

1% Increase (effective January 13,2020)							
FY 2019-2020 Teacher Step Schedule							
Base	BA	BA 15	BA 30	MA	MA 15	MA 30	PHDSPEC
\$ 33,552	Salary	Salary	Salary	Salary	Salary	Salary	Salary
1	\$35,722	\$36,875	\$37,417	\$38,026	\$39,179	\$40,331	\$44,737
2	\$37,553	\$38,704	\$39,248	\$39,857	\$41,009	\$42,162	\$46,568
3	\$39,382	\$40,535	\$41,077	\$41,687	\$42,840	\$43,992	\$48,398
4	\$41,213	\$42,365	\$42,907	\$43,518	\$44,670	\$45,822	\$50,228
5	\$43,043	\$44,196	\$44,737	\$45,347	\$46,500	\$47,652	\$52,058
6	\$44,874	\$46,025	\$46,568	\$47,178	\$48,330	\$49,482	\$53,888
7	\$46,703	\$47,856	\$48,398	\$49,008	\$50,160	\$51,312	\$55,719
8	\$48,533	\$49,686	\$50,228	\$50,838	\$51,990	\$53,143	\$57,549
9	\$50,363	\$51,516	\$52,058	\$52,668	\$53,821	\$54,973	\$59,379
10	\$52,872	\$53,982	\$54,566	\$55,177	\$56,328	\$57,481	\$61,887
11	\$56,871	\$57,684	\$57,820	\$58,023	\$59,176	\$60,328	\$64,734
12	\$59,040	\$59,854	\$60,396	\$61,005	\$62,158	\$63,310	\$67,716
13	\$60,222	\$61,052	\$61,604	\$63,988	\$65,140	\$66,293	\$70,699
14	\$60,222	\$61,052	\$61,604	\$66,496	\$67,648	\$68,801	\$73,207
15	\$60,222	\$61,052	\$61,604	\$67,827	\$69,003	\$70,178	\$74,672
16	\$60,222	\$61,052	\$61,604	\$67,827	\$69,003	\$70,178	\$74,672
17				\$67,827	\$69,003	\$70,178	\$74,672
18				\$67,827	\$69,003	\$70,178	\$74,672

LONGEVITY PAYMENT

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

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

The longevity schedule shall be changed to: 20-24 years \$500; 25-27 years \$750; 28-30+ years \$1,000. Bargaining unit members currently receiving longevity of \$1,500 per year will be grand-parented and receive the current amount until separation from the district.

Early Notice Incentive for Retirement

The District has agreed to make a one- time lump sum payment of \$2,000.00 to any teacher who notifies the District of his/her intent to retire pursuant to the Michigan Teacher Retirement System provided the District receives such Notice of Intent to Retire on or before March 1 of the teacher's last year of active service. If a teacher chooses to retire at the end of the first semester, notification must be given by October 1st of that service year.

SCHEDULE B

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

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

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

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

If an individual is given an assignment within the same sport or activity, they continue to accrue years-of-service without interruption.

If an individual is given a new assignment in a different sport or activity than the one they are currently coaching, placement on Schedule B will reflect one-half of their current years of experience coaching at Comstock Public Schools.

Non-bargaining unit members filling extra-curricular positions will be compensated at a rate of 97% of what a bargaining unit member would be paid and shall be entitled to progress in the second and subsequent years of employment as set out above at the 97% rate. If any such non-bargaining unit members are subsequently employed as unit members, they will be given credit at that time for all applicable Comstock experience.

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

**SCHEDULE B
EXTRA CURRICULAR**

DESCRIPTION	STEP 1	STEP 2	STEP 3
H.S. Band Director	.11	.115	.12
Asst. Band Director	.10	.105	.11
Summer Band	.07	.07	.07
Yearbook	.0555	.0575	.06
Newspaper	.045	.0475	.05
H.S. Play	.04	.0425	.045
Drama	.08	.0825	.085
H.S. Musicals	.10	.105	.11
Student Council	.04	.0425	.045
Debate	.04	.0425	.045
Forensics	.04	.0425	.045
Senior	.06	.06	.06
Junior	.05	.05	.05
Sophomore	.04	.04	.04
Freshman	.04	.04	.04
Odyssey of the Mind Coach			
/Science Olympiad	.04	.045	.050
Middle School Drama	.04	.0425	.045
Middle School Yearbook	.04	.0425	.045
Middle School Newspaper	.04	.0425	.045
Alternative High School Yearbook	.01	.015	.02
Alternative High School Student			
Council	.03	.035	.04
National Honor Society	.03	.035	.04
Mentor Teachers, School Improvement Chairs, Leader in Me Chairs, Department Heads			
		2% of BA Base Each Year/Mentee	

SCHEDULE B
ATHLETIC

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

CURRICULUM PROJECTS DURING NON-CONTRACTUAL PERIODS

A teacher who has volunteered to participate in curriculum work during non-contractual periods shall be compensated as indicated in this provision.

The teacher(s) shall meet with the administrator responsible for such curriculum project, and they shall mutually determine the amount of time, which will be required to complete such work. The teacher shall be compensated at the rate of twenty-five dollars (\$25) per hour for the amount of time so mutually per-determined.

SCHEDULE C

PLAN A

1. For the duration of this Agreement, the Board of Education shall provide each full-time teacher MESSA Choices II, ABC Plan 1, or MESSA Essentials utilizing PAK rates. Such insurance shall include all benefits and policy offers, other than those termed optional, for each eligible teacher and his/her family.
 - The prescription card will be \$10.00/\$20.00 co-pay.
 - The deductible will be \$500 for a single subscriber and \$1,000 for two person and family with the Saver Rx prescription card.
 - \$20/\$25/\$50 copays for office visits, urgent care visits, and emergency room visits, respectively.

2. The Board of Education shall provide for each full-time teacher MESSA Choices II hospitalization insurance utilizing PAK rates. The board's contribution for each full-time equivalent teacher is set at the state mandated maximum annual contribution amounts. The 2020 amounts are the following:
 - a. Single \$6,682.49
 - b. 2-Person \$13,975.16
 - c. Full Family \$18,225.02

The district will pay 100% of the annual contribution amount set by the Michigan Department of Treasury for the years of this contract.

3. The Employer shall establish and maintain an IRS approved flexible benefits plan which will allow teachers to pay for their premiums and any other allowable expenditures with pre-taxed wages.

4. Dental Insurance The Board shall pay the premiums toward Delta Dental Insurance at 80-80-80 basic, major, preventative and orthodontics coverage utilizing PAK rates.

5. Vision Insurance The District shall provide VSP3 vision insurance program utilizing PAK rates.

6. Health Insurance Contract Year The contract year, for the purposes of insurance, is January 1st through December 31st.

OR

PLAN B

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

A teacher who waives coverage in the Health Benefits Plan will have her/his compensation increased by \$7,184 or the single subscriber, state hard cap rate, whichever is greater. The cash in lieu of insurance shall remain at \$7,184 until the state mandated maximum annual contribution to single subscriber health insurance coverage exceeds \$7,184, at which time the annuity in lieu of insurance shall be equal to the state maximum annual contribution for single subscriber insurance coverage. The teacher may use/receive the additional non-reportable compensation as follows:

- A. The teacher may choose to apply all or part of the additional compensation toward the purchase of qualified benefits (options):
 - Supplemental term life insurance
 - Short term disability
 - Long term disability
 - Survivor income benefits
 - Dependent life insurance
 - Supplemental hospital insurance
 - Hospital confinement indemnity insurance
 - Tax sheltered annuity
 - Other Board-approved options may be added
 - B. The teacher may choose to apply all or part of the additional compensation to her/his medical reimbursement account and/or her/his dependent care reimbursement account; and/or,
 - C. The teacher may choose to receive all or part of the additional compensation through the employer's payroll system during the plan year to which the election relates.
- 2. Dental Insurance The Board shall pay the premium toward Delta Dental Insurance at 80-80-80-80 basic, major, preventative and orthodontics coverage utilizing PAK rates.
 - 3. Vision Insurance The District shall provide VSP3 vision insurance program utilizing PAK rates.
 - 4. Life Insurance The District shall provide \$15,000 life insurance.
 - 5. Health Insurance Contract Year The contract year, for the purposes of insurance, is January 1st through December 31st.

LETTER OF AGREEMENT

Snow Day

The first six (6) snow days shall not be made up by revision of the school calendar. Teacher reporting for the first six (6) snow days shall be consistent with the terms of the Agreement.

In the event that there are more than six (6) snow days, each additional day shall be made up at the end of the school year by extending the existing end-of-year calendar schedule to accommodate the additional day(s).

KALAMAZOO COUNTY EDUCATION ASSOC.
COMSTOCK EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS

Wendy Miller, CEA President

Dr. Jeffrey J. Thoenes, Superintendent

Letter of Agreement

between

Comstock Public Schools

and

Kalamazoo County Education Association / Comstock Education Association

regarding

Implementation of Article 5 – Professional Services, Professional Development

Professional Development The State Department of Education requirement for thirty (30) hours of Professional Development will be fulfilled through a combination of district Professional Development days and hours as described below. The content for these events will be developed through the school improvement planning process.

1. The thirty (30) hour Professional Development requirement will be fulfilled as follows:
 - a. 27 hours will be built into the calendar
 - b. The Safe Schools Training modules will count for the number of hours as it takes to complete, rounded to the whole or half hour without going over.
 - c. Remaining time to get to the 30 hours will be scheduled at the building level as meetings (for example, but not limited to, after school meeting(s), or available half-days).
2. Two (2) professional development days will be at the beginning of the school year and non-consecutive.
3. Additional professional development days will be built into the calendar and scheduled throughout the year. These professional development days will not be lumped together.
4. Six (6) building hours of professional development will be scheduled by designating sessions up to two (2) hours per date by the end of April, for such purposes. These scheduled days will be communicated to CEA members at the beginning of the school year.
5. A bargaining unit member to agrees to make a Professional Development presentation shall:
 - a. be compensated for making a Professional Development presentation at the following rate:
 1. 1 hour presentation = \$50.00
 2. 2 hour presentation = \$75.00
 3. 3 hour presentation = \$100.00
6. Each bargaining unit member will be responsible for keeping track of all Professional Development hours. The bargaining unit member must record the hours and turn in the Annual Record of Professional Development to the Building Principal by May 1st.

7. When individual schools conduct PD outside the negotiated calendar year, PD will still be provided by the District on the negotiated calendar date(s) for individuals not in attendance at off-schedule PD session(s). When individual schools conduct PD outside the negotiated terms, attendance shall be optional.
8. When a teacher is unable to attend a scheduled professional development session, make up professional development will be approved by the teacher's supervisor and the hosting building's administrator, if applicable.
9. When a teacher wishes to acquire professional development in addition to legally-required hours, the teacher may use one or more of the following:
 - a. Online professional development offerings (e.g. MEA online learning portal, Michigan LearnPort, etc.)
 - b. Professional development offerings at other buildings.
 - c. Other professional development offerings approved by the teacher's supervisor.

KALAMAZOO COUNTY EDUCATION ASSOC.
COMSTOCK EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS

Wendy Miller, CEA President

Dr. Jeffrey J. Thoenes, Superintendent

Date

Date

LETTER OF AGREEMENT

between

Comstock Public Schools

and

Kalamazoo County Education Association / Comstock Education Association

regarding

Employment of Teachers of Parochial Schools

The Parties agree that the special area teachers who have been hired to teach at area parochial schools will not become members of the Comstock Education Association (CEA). Thus, these teachers will not have rights normally provided to Association members nor will the terms and conditions of their employment be governed by Parties' collective bargaining agreement.

Teachers hired to teach at area parochial schools will be allowed to progress on the salary schedule through BA step 7.

If the special area teacher is currently employed with the district, all contractual rights will apply.

This Agreement is made on a non-precedent setting basis.

Wendy Miller, CEA President

Dr. Jeffrey J. Thoenes, Superintendent

Date: _____

Date: _____

COMSTOCK EDUCATION ASSOCIATION RESPONSE TO DISTRICT'S COUNTERPROPOSAL PRESENTED ON
SEPTEMBER 21, 2020

1. WAGES FOR 2020-21 SCHOOL YEAR

LANE ADVANCEMENT WILL OCCUR FOR THE 2020-21 SCHOOL YEAR.

THE PARTIES AGREE TO REOPEN THE CONTRACT TO BARGAIN WAGES AND STEPS FOR THE 2020-21 SCHOOL YEAR NO LATER THAN NOVEMBER 9, 2020. ANY AGREED-UPON WAGE ADJUSTMENTS SHALL BE RETROACTIVE TO THE DATE THE CONTRACT WAS

RATIFIED BY BOTH PARTIES.

2. CASH IN LIEU: CAP OF \$6500. TO BARGAINING UNIT EMPLOYEES WHO DECLINE THE DISTRICT'S INSURANCE BENEFIT.

3. ATTENDANCE INCENTIVE WOULD BE REPLACED WITH THE FOLLOWING:

A BARGAINING UNIT EMPLOYEE MAY "SELL" SICK DAYS (BUT NOT PERSONAL DAYS) BACK TO THE DISTRICT AT THE END OF A SCHOOL YEAR UNDER THE FOLLOWING CRITERIA:

1. THE BARGAINING UNIT EMPLOYEE MUST MAINTAIN AT LEAST 60 SICK DAYS IN THEIR SICK DAY BANK, TO BE ELIGIBLE TO PARTICIPATE IN THE SICK DAY BUY BACK PROGRAM;
2. THE BARGAINING UNIT EMPLOYEE MUST PROVIDE NOTIFICATION TO THE DISTRICT ADMINISTRATION ON OR BEFORE MAY 1ST THAT THE EMPLOYEE INTENDS TO "SELL" BACK SCHOOL DAYS AND HOW MANY DAYS THE EMPLOYEE INTENDS TO "SELL" BACK;
3. THE BARGAINING UNIT EMPLOYEE MAY "SELL" BACK NO MORE THAN 10 SICK DAYS PER SCHOOL YEAR;
4. SICK DAYS THAT ARE "SOLD" BACK ARE FORFEITED; AND
5. THE DISTRICT WILL PAY \$75 PER SICK DAY.

THOSE WHO ACCRUE HOURS OF LEAVE SHALL CONVERT 6 HOURS TO 1 DAY AND BE GIVEN THE SAME OPTIONS.

4. INSURANCE

THE DISTRICT WILL ADD LONG-TERM DISABILITY TO ITS INSURANCE OFFERINGS OUTLINED IN SCHEDULE C SUBJECT TO MESSA HONORING THE RATES IN THE QUOTE PRESENTED BY THE ASSOCIATION. IF THE QUOTE PROVIDED TO THE DISTRICT IS AMENDED OR REVOKED, THE PARTIES WILL RECONVENE TO BARGAIN OVER THE ADDITION OF LONG-TERM DISABILITY.

CEA President Signature: _____ Date _____

Comstock Superintendent Signature: _____ Date _____

LETTER OF AGREEMENT
between the
CEA EDUCATION ASSOCIATION
and
COMSTOCK PUBLIC SCHOOLS

RE: School Operations and Safety Practices during Novel Coronavirus (COVID 19) Pandemic

The parties agree to the following changed terms and conditions of employment for the CEA for the 2020-21 school year:

1. The safety of students, faculty and staff shall be a paramount goal during the 2020-21 school year. To that end the following measures shall be followed with fidelity:
 - a. The District and CEA shall implement and monitor the district's Covid-19 Preparedness and Response Plan and any subsequent Plan or State Mandate, to minimize the risk of COVID19 infection in school buildings.
 - b. The District will require that bargaining unit employees submit a daily self-screening protocol if required under Executive Order 145 or a subsequent EO.
 - c. In compliance with local health department guidance and EO 145 or a subsequent EO, the District will notify, within 24 hours, any bargaining unit employees who may have come into contact with a person with a confirmed case of COVID-19 in the workplace.
 - d. The District will provide Personal Protective Equipment (PPE) which will include a face covering as defined in the Governor's EO 153 or a subsequent EO, hand sanitizer, a face shield (if requested), and-disposable gloves as outlined under the district's Covid-19 Preparedness and Response Plan. The District will also provide disinfectant wipes or disinfectant spray/paper towels. A clear, protective shield shall be installed at the desk/workstation of each Bargaining Unit Employee, if requested by September 25, 2020. The make and model of the protective shield will be determined by the District. If the District is experiencing supply shortages for PPE, the parties will reconvene to discuss the supply issue. However, if there is a shortage of masks, bargaining unit members will have the option to telecommute/not work in-person.
 - e. The parties agree to processing an open enrollment period for bargaining unit members with MESSA in September 2020. (or as quickly as MESSA allows following agreement)
 - f. Before students return to in person instruction in the fall of 2020, the Board will provide the Association with a minimum of 14 calendar days' notice (not including extended breaks).
 - g. The parties agree to implement the attached chart concerning the use of sick days and/or available paid leave for COVID related absences.
 - h. The District and Association agree that all non-exempt students shall be required to wear masks in the buildings when there is less than 6 feet of social distancing (e.g. classrooms, hallways, bathrooms).
 - i. Each teacher shall have an assigned device with a camera to deliver remote and online instruction.
 - j. The district will take the following steps, in addition to the Campus Cleaning Plan described in the district's Covid-19 Preparedness and Response Plan, to insure the best protocol for hygiene and cleaning:
 - i. During Phases 4 and 5, the district's air hand dryers will be turned off and paper towels made available in all hand washing areas.

- ii. Staff bathrooms shall be labeled for staff use only (if not already labeled) and should remain locked at all times. If staff do not have a key, they will be required to fill out a work order to receive a key.
- iii. Bargaining Unit Employees will facilitate the cleaning of student desks and common touch areas in their classrooms or offices during transitions to maintain a safe school environment. The District is responsible for cleaning common areas outside of the classrooms during the school day to maintain a safe school environment.
- iv. Workspaces that do not circulate outside air via HVAC or open windows, and in which students will be meeting with adults, will contain an air purifier/portable air cleaner if one is requested by the bargaining unit employee by September 25, 2020. The district will determine the make and model of air purifiers and will provide up to 15 of these units, based on requests received, as soon as they are available.
- v. The district and bargaining unit employees will collaborate and provide information to Health Department officials to assist with contact tracing efforts to the extent permitted by law.
- vi. Bargaining unit employees are permitted to:
 - i. Wear scrubs/surgical type gowns/lab coats to school
 - ii. Temporarily cover a camera in their workspace while changing clothes to avoid using a common restroom/area; after changing, the employee must immediately uncover the camera.
 - iii. Bring fans, air purifiers, or other small appliances with administrator approval, into the classroom or office to help maintain social distancing.

2. The parties agree to follow the following guidelines if a bargaining unit member is exposed to COVID during the 2020-21 school year:

	Employee is exposed to COVID at school as determined by the local health department; employee tested positive or directed to quarantine by the health department	Employee is exposed to COVID outside of school as determined by the local health department; employee tested positive or directed to quarantine by the health department
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Employee is not able to work or telework	<p>1. Employee may use available paid leave under state or federal law (EPSLA). Employee's sick days will not be deducted.</p> <p>2. If additional time is needed due to employee's serious health condition, employee will submit FMLA paperwork and employer will provide employee with a one-time maximum of 80 hours (10 sick days) of additional paid sick time. Employee's sick days will not be deducted. Additional paid sick leave is not transferable to another employee, bankable, or reimbursable if not used.</p> <p>3. After all employer-provided paid sick days in paragraphs 1 and 2, above, are exhausted and the employee remains unable to work, the employee's remaining sick days will be deducted from employee's available sick leave time. If the employee does not have available sick time, the sick time will be unpaid as provided under the FMLA.</p>	Employee may use available paid and unpaid leave under state and federal law (EPSLA) and/or leave available under the CBA or FMLA leave.
Employee is able to telework	Employer may direct employee to telework. Employee's sick days will not be deducted.	Employer may direct employee to telework. Employee's sick days will not be deducted.

3. This Agreement does not constitute the establishment of a precedent, custom, practice, or binding working condition as to the interpretation, enforcement, or application of this Agreement between the parties, or any successor labor agreement between them as to any situation or circumstance other than the matter specifically addressed in this Agreement.
4. By entering into this Agreement, neither the Board nor Association waive any other rights or protections respectively afforded to them by the terms of the CBA, except as otherwise specifically waived, modified, or relinquished.
5. This Agreement expires on June 30, 2021.

CEA President Signature: _____ Date _____

Comstock Superintendent Signature: _____ Date _____

Appendix A: Comstock Public Schools 2019-2020 School Calendar

Date	Day	Time	Details
August 26, 2019	New Teacher Orientation		
August 27, 2019	PD	8:00-3:00	
August 28, 2019	Work Day & Teacher Breakfast		
August 29, 2019	PD	8:00-3:00	
August 30, 2019	Labor Day Observance-No Students/Teachers		No Students/Teachers
September 2, 2019	Labor Day Observance-No Students/Teachers		No Students/Teachers
September 3, 2019	First Student Day		Half Day Students
October 10, 2019	CHS Conferences	3:00-7:00	
October 17, 2019	Comstock Middle School Conferences	3:00-7:00	
November 1, 2019	PD	8:00-3:00	No Students
November 12, 2019	Comstock Elementary & STEM Conferences	4:00-8:00 (CES) & 3:00-7:00 (STEM)	
November 14, 2019	Comstock Elementary & STEM Conferences	4:00-8:00 (CES) & 3:00-7:00 (STEM)	
November 15, 2019	Half Day Students K-12		Half Day Students/Teachers
November 27, 2019	Half Day Students K-12		Half Day Students/Teachers
November 28-29, 2019	Thanksgiving Recess		No Students/Teachers
December 5, 2019	CHS Conferences	3:00-7:00	
December 12, 2019	Comstock Middle School Conferences	3:00-7:00	
December 23, 2019-January 3, 2020	Winter Recess		
January 21-23, 2020	Half Day Students K-12 (High School Exams)		Half Day Students/Teachers
January 24, 2020	PD AM/K-12-Records Day PM (End of 1st Sem.)		No Students
February 28, 2020	Mid-Winter Break		No Students/Teachers
March 5, 2020	CHS Conferences	3:00-7:00	
March 12, 2020	Comstock Middle School Conferences	3:00-7:00	
March 17, 2020	Comstock Elementary & STEM Conferences	4:00-8:00 (CES) & 3:00-7:00 (STEM)	
March 19, 2020	Comstock Elementary & STEM Conferences	4:00-8:00 (CES) & 3:00-7:00 (STEM)	

March 20, 2020	Half Day Students AM/Teacher PD PM		Half Day Students AM/ Teacher PD PM
April 3-10, 2020	Spring Break		No Students/ No Teachers
May 7, 2020	CHS Conferences	3:00-7:00	
May 14, 2020	Comstock Middle School Conferences	3:00-7:00	
May 25, 2020	Memorial Day		No Students/No Staff
June 8-10, 2020	Half Day Students K-12 (High School Exams)		Half Day Students and Teachers K-12
June 10, 2020	Last Day for Students/Records Day PM		Half Day Students AM/ Staff Records Day PM

The District proposes the above calendar for the 2020-2021 school year. This calendar provides three DPPD days counting towards the legally required number of instructional days. The offer to count three DPPD days as instructional days is contingent upon the District meeting the requirements found in the State School Aid Act. If it is determined that the DPPD days will not be counted as instructional days, the Board will, in consultation with the Association, add school days to the end of the school year to provide the legally required days and hours of pupil instruction full state aid.

The District proposes "Teacher work year shall be comprised of 183 workdays. The teacher work yer is set forth in Appendix A."

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December 9, 2020
Tentative Agreement

Contract Term: July 1, 2020 to June 30, 2021

COMPENSATION

1. Hazard and Extra Duty Pay Due to the COVID-19 Pandemic

- Each full-time bargaining unit employee employed by the District as of December 9, 2020 and providing service to the District for the 2020-21 school year will receive a one-time lump sum payment in the following amounts:
 - \$650 if the employee receives a wage increase through a step advancement, subject to regular payroll taxes and deductions.
 - \$800 if the employee is not receiving a wage increase through a step advancement, subject to regular payroll taxes and deductions.
- The lump sum payment will be paid through the District's regular payroll on or before December 31, 2020.

2. Wages

- Eligible bargaining unit employees will receive a one-step advancement for the 2020-21 school year. Employees who began employment with the District for the 2020-21 school year are not eligible for a step advancement.
- The differential on the retroactive application on the step advancement will be paid in a lump sum no later than the January 15, 2021 payroll.

For the District:

Dr. Jeffrey J. Thoenes
Dr. Jeffrey J. Thoenes (Dec 9, 2020 16:55 EST)

Dec 9, 2020
Date: _____

Jill Ansel
Jill Ansel (Dec 9, 2020 16:52 EST)

Dec 9, 2020
Date: _____

For the Association:

Wendy S Miller
Wendy S Miller (Dec 9, 2020 16:53 EST)

Dec 9, 2020
Date: _____

Melvin Gillespie
Melvin Gillespie (Dec 9, 2020 17:05 EST)

Dec 9, 2020
Date: _____