



**THE COMSTOCK PARK
BOARD OF EDUCATION**

AND

**THE ADMINISTRATORS
ASSOCIATION**

MASTER AGREEMENT

FOR

AUGUST 1, 2011 - JULY 31, 2012

**Letter of Agreement
Between
The Comstock Park Public School Board
And
The Comstock Park Administrator's Association (CPAA)
July 29, 2011**

The above named parties agree to the following provisions regarding the information below:

1. Benefits: The district shall continue to provide CPAA members with the West Michigan Health Insurance Pool (WMHIP) 100% PPO benefit plan through Blue Cross Blue Shield-Michigan including a \$5 generic/\$30 brand prescription co-pay.

For the 2011-2012 school year, CPAA members will pay 10% of the health insurance premiums; including dental, vision, life and LTD, or the percentage amount necessary to meet the State's guidelines for its Best Practices language.

Both parties agree to explore other West Michigan Health Insurance Pool (WMHIP) benefit plans, such as a Health Savings Account (HSA) plan, that would provide the same or similar coverage but at a reduced cost to the district and thus a lower cost to CPAA members.

2. Salary/Wages: All CPAA members will incur a 0% increase on the base and for all stipends and reimbursements in the Master Agreement. Longevity pay will be given to coincide with Comstock Park Educational Employee Association (CPEEA) members receiving "steps" for 2011-12

3. Duration: This Letter of Agreement shall be for one year in duration (August 1, 2011-July 31, 2012).

Ethan Eberste Date 7/29/11
(For the CP Board)

[Signature] Date 7/28/11
(For the CPAA)

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PREAMBLE

This Agreement, by and between the Board of Education of Comstock Park Public Schools (hereinafter the Board) and the Comstock Park Administrative Association (hereinafter the Association), is entered into this 1st day of August, 2007.

ARTICLE I

RECOGNITION

- A. The District hereby recognizes the Association as the exclusive representative pursuant to ACT 379, P.A. 1965, as amended, for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment. Those covered under this contract are all building level administrators, directors, and other school personnel (defined as a member of the administrative team) who do not have evaluation responsibilities for other members of this bargaining unit. This contract excludes the Superintendent, Assistant Superintendent, Business Manager, and Director of Instruction and Technology.
- B. When the Board shall create any new administrative classification, the parties shall meet to bargain concerning the exclusion of that classification from the unit. Should the parties be unable to reach agreement, the dispute shall be settled pursuant to a unit clarification petition filed with the Michigan Employment Relations Commission.
- C. The term "administrator", when used herein, shall refer to all members of the bargaining unit represented by the Association.

ARTICLE II

ASSOCIATION RIGHTS

- A. The Association shall have the right to use school buildings and facilities for Association business without charge upon notification to the Superintendent, provided that there is no disruption of normal school operations and provided that when special custodial services are required, the Board may make a reasonable charge therefor. The Association shall schedule the facilities forty-eight (48) hours in advance, except in cases of emergency, with the Superintendent or designee.
- B. The Association shall have the right to use and/or have access to Employer facilities and equipment, including typewriters and computers assigned to individual Administrators, mimeograph machines, copier and calculating machines, (excluding Business Management Systems equipment and other duplicating equipment) after regular working hours when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use.

- C. The Association shall have the right to use the district's interschool mail service for communication to its members.
- D. The Employer agrees to furnish the Association in response to reasonable requests, available information as per the Freedom of Information Act.
- E. The Association shall be consulted prior to any changes in the evaluation procedures or instruments used by members of the Association in evaluating employees outside the bargaining unit.
- F. The Association president shall be permitted to represent bargaining unit members and to present grievances at scheduled meetings with the Board, and to transact Association business on school property provided that there is no disruption of normal school operations.
- G. It is agreed that the Association will be given the opportunity to make recommendations to the Superintendent prior to the Board taking action to approve new administrative positions.

ARTICLE III

ADMINISTRATOR RIGHTS

- A. Each building principal shall have the right to make the determination regarding each staff member's assignment within his/her building. Such assignment shall be made in accordance with Board policies and any applicable collective bargaining agreement covering said staff member and shall be subject to final concurrence by the Superintendent.
- B. The building administrator is to be recognized as the Instruction Leader of his/her building. Inherent in this recognition is the responsibility to lead staff in professional development, set building level vision and goals, and act to carry out the building's mission in collaboration with the building School Improvement Team as per State law PA25. This can be accomplished by recognizing the building level administrator's right to plan for professional development, participate in the building School Improvement Team, carry out evaluations of staff, and discipline staff in accordance to CPEA Master Contract and Michigan Tenure Law.
- C. The Board and the Association support the team concept and agree to work together to support one another.
- D. The Board agrees that each principal and director shall have the opportunity, subject to availability, to interview and make recommendations concerning personnel being considered for assignment to his/her building or department, subject to the terms of any applicable collective bargaining agreement covering said staff member. Prior written notice of this opportunity shall be provided by sending that notice to either the administrator's office or his/her home.
- E. The Board agrees that the private life of any administrator is not an appropriate matter for the concern or attention of the Board, unless it adversely affects the

administrator's ability to carry out professional functions or responsibilities to the school district or to act as a representative of the district.

- F. All administrators shall be notified by March 31st of their administrative assignments for the upcoming school year.
- G. Administrators shall be entitled to Association representation, upon request, at all interviews or conferences where the possibility of disciplinary action will be discussed or where discipline will be imposed.

ARTICLE IV

DISTRICT RIGHTS

All policies of the Board of Education on behalf of the District as stated in Board of Education policies, Board of Education minutes or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions hereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitations, the right to:

1. Manage and control the school's business, the equipment, the operation and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees upon consultation with the Association.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization upon consultation with the Association, provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE V

WORK SCHEDULE

- A. During each year of this agreement, the administrator shall work the number of days designated for his/her position classification as indicated below.

CP High School Principal	234 Days
High School Asst. Principal	210 Days
Middle School Principal	220 Days
Middle School Asst. Principal	210 Days
Elementary Principal	210 Days
NK High School Principal	220 Days
Athletic Director	210 Days
Director of Special Education	210 Days
Director of Food Service	200 Days
Director of Career Preparation	190 Days

Each Administrator will inform the Superintendent's Office by June 30, when these days were worked.

Director of Maintenance & Transportation	52 Weeks
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Work days for administrators who work less than 52 weeks will follow the teacher calendar, and other days as presented to the Superintendent of his approval.

- B. Administrators working 52 weeks per year shall be entitled to the following paid holidays:

Good Friday*	Day after Thanksgiving
Labor Day	Christmas Eve Day
July 4	Christmas Day
Memorial Day	New Year's Eve Day
Thanksgiving	New Year's Day

*provided school is not in session

Should the two days of Christmas, the two days of New Years, or the Fourth of July fall on a weekend, the equivalent number of weekdays adjacent to the holidays shall be granted.

- C. Administrators who work 52 weeks per year shall be entitled to vacation days as follows:

1-3 years of service	Two (2) weeks
4-9 years of service	Three (3) weeks
10-14 years of service	Four (4) weeks
15 or more years of service	Five (5) weeks

Upon beginning employment with the district, one (1) day vacation for each full month worked from hire date to June 30th of that school year will be granted up to the maximum of ten (10) days. Upon termination of employment, the employee shall be paid at the per diem rate for all unused vacation days prorated by the amount of time worked from July 1st of that school year based on 2,080 hours as full time. Employees may carryover a maximum of ten (10) vacation days to the following year.

The administrator shall coordinate the actual time of absence with the Board or its designee to the extent that the administrator's absence shall not unduly present difficulties for the district.

ARTICLE VI

LEAVES

A. Sick Leave

1. Administrators shall be granted eleven (11) days of paid sick leave annually and accumulative. A newly hired administrator shall be advanced forty (40) days of sick leave. No additional days for newly hired employees will be granted until the end of the third year.
2. At the option of the administrator beginning at the end of his/her third year of employment, unused sick leave may be returned to the Board and paid at the rate of \$75.00 per day to a maximum of fifteen (15) days per year. Administrators who opt to participate in the district sick bank will not be eligible to return sick leave to the Board for payment.
3. Childcare leave shall be treated as sick leave.

4. The administrator shall be entitled to work in his/her position upon the concurrence of his/her doctor and the Board's doctor, if the Board shall so require.
5. Total remaining unused sick leave days to be reported on the bi-monthly paycheck stubs.

B. Bereavement Leave

1. Each full time administrator shall be granted up to five (5) days leave with pay for death in the employee's immediate family. "Immediate family" shall mean the following: Spouse, child, step-child, mother, father, mother-in-law, father-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, brother, sister, brother-in-law, or sister-in-law.
2. Each administrator shall be granted up to one (1) day with pay to attend the funeral of other relatives or a member of the household or a member of the administrator's staff.
3. In the event of death of a member of the administrative staff, the Superintendent shall, upon request, make provisions for representation from the bargaining unit at the deceased member's funeral.

C. Personal Business

1. Each administrator will be allowed three (3) days of absence during the school year without loss of salary, and with the second such day deductible from sick leave, to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside of the regular school day.
2. These days are not intended to be used for rest, recreation, personal gain or to interview for employment. Such requests must be made in writing five (5) calendar days in advance except in case of emergency.

D. Jury Duty

1. An administrator called for jury duty or subpoenaed to give testimony in a judicial proceeding shall be compensated for the difference between regular pay and pay received for the performance of such obligation. Total compensation shall not exceed the normal daily rate of pay for the employee, excluding reimbursement mileage.
2. Excused time will be for actual travel and time necessary to perform said obligation.

E. General Leave

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted at the discretion of the Board upon written request from an employee. Request for renewal of such leaves shall also be at the discretion of the Board.
2. Written requests for leaves shall be submitted to the Superintendent's Office for action by the Superintendent and the Board of Education and

shall minimally include the reason for the leave, along with the requested beginning and ending date of the leave.

3. Upon return from an approved leave, employees shall be reinstated to the position held prior to the leave if still in existence. At least sixty (60) days prior to the date a leave is scheduled to expire, an employee on leave shall supply the District with written notice of intent to return. Failure to provide notice or failure to return on the specified date shall be deemed a voluntary quit and an abandonment of the administrator's position.

ARTICLE VII

VACANCIES/TRANSFERS

A. VACANCIES

1. Vacant administrative positions, including newly created positions, shall be posted within the school district for a period of no less than five (5) days.
2. When school is not in session, posting shall be accomplished by mailing a copy of the posting to each administrator who left an address with the Superintendent for this purpose. The ten days shall run from the time of mailing. Non-receipt of a mailed posting shall not be subject to the grievance procedure.
3. All administrators who apply for a vacant position and who are certified and qualified shall be interviewed.
4. It is expressly understood that the final selection of a candidate to fill the vacancy, whether internal or external, is solely within the discretion of the Board.

B. TRANSFERS

Administrators are subject to assignment and transfer to another administrative position of employment at the discretion of the Board. Administrators who desire a change in position shall file a statement of such desire with the Employer.

ARTICLE VIII

BENEFITS

- A. The district shall provide CPAA members with the West Michigan Health Insurance Pool (WMHIP) 100% PPO benefit plan through Blue Cross Blue Shield-Michigan. CPAA members will contribute \$70 (pre-tax deduction) per month towards insurance premium. CPAA members will move to a \$5 generic/\$30 brand prescription co-pay. All provisions of these changes will go into effect August 1, 2010.
- B. The Board agrees to pay the full premium for group term life insurance protection, with accidental death and dismemberment, at least equal to the administrator's salary amount rounded to the next highest \$5,000 increment and a minimum amount of \$50,000 per administrator.

- C. The Board agrees to pay the full premium for the full family Dental Care Program.
- D. The Board agrees to pay the full premium for full family Vision Care Program.
- E. The Board agrees to pay the full premium for the Long Term Disability.
- F. The Board agrees to pay the dues of one State and one National professional organization, and the cost of state administrative certification, for each administrator.
- G. The Board agrees to pay a quarterly mileage allotment for use of the administrator's automobile in carrying out responsibilities for school business.

The allotments are as follows:

Elementary Principals	\$500
Mill Creek Principal	\$500
CP High School Principal	\$500
High School Asst. Principal	\$500
Mill Creek Asst. Principal	\$500
NK High School Principal	\$500
Athletic Director	\$500
Director of Special Education	\$500
Director of Food Service**	\$50
Director of Career Preparation	N/A
Director of Maintenance and Transportation	\$325

All out-of-county mileage will be paid at the IRS rate.

**If a report for actual mileage is kept and submitted, the person will be paid the IRS rate.

- H. The Board shall retain the right to determine the insurance carrier(s) and the servicing agent(s) for the employee insurance programs of the district.
- I. All Administrators who elect not to receive the health insurance benefits package will be eligible for an annual tax sheltered annuity of \$5,850.00.
- J. BOARD OF EDUCATION RESPONSIBILITY
 - 1. All insurance benefits are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carried. The employee must comply with all requirements for coverage specified by the insurance carried, including those for enrollment and active employment.
 - 2. 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.

3. The Board, by payment of the premium payments required to provide the insurance coverage in which an eligible employee has enrolled, shall be relieved from all liability with respect to the benefits provided by the insurance coverage described herein.
 4. 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.
 5. Disputes between beneficiaries or employees and any insurance company shall not be subject to the Grievance Procedure established herein.
- K. The Board of Education agrees to reimburse each administrator under contract for the administrator's tuition expense. Each course submitted for reimbursement must receive prior approval from the Superintendent. The maximum amount to any individual shall be for two courses per term/semester. Only courses, which are completed with a "C" (2.0) grade or better, will be considered for reimbursement. If an individual who has been reimbursed for course work subsequently leaves the employ of the district within six (6) months of reimbursement for course work, he/she will be required to repay the district for that reimbursement.
- L. If, during the life of this contract, any other bargaining unit in the district receives an improved or new fringe benefit, the Board agrees to discuss same with the Association.
- M. The Board of Education agrees to fund a self-insured thirty (30) day Short-Term Disability package for all administrators.

ARTICLE IX

EVALUATIONS

- A. The evaluation of the work of all bargaining unit administrators is the responsibility of the Central Office Administration.
- B. A copy of the written evaluation shall be submitted to the administrators at the time of the evaluation or within ten (10) days thereafter, and the administrator shall have the opportunity to review the evaluation report.
- C. Each evaluation of an administrator shall be followed by a personal conference between the employee and his/her evaluator for purposes of clarifying the written evaluation report.
- D. The administrator shall be permitted to have an Association representative present in any evaluation interview upon his/her request.
- E. The administrator may prepare a response to his/her evaluation, which shall be incorporated therein and become a part of the evaluation.

- F. The evaluation instrument will be developed by the Superintendent through consultation with the administrative team.

ARTICLE X

COMPLAINTS

The employer agrees that in the case of a serious complaint involving an administrator, the complainant shall be encouraged to first discuss the matter fully, either by phone or in person, with the administrator involved. If the Superintendent or designee intends to pursue the matter, the administrator involved shall be first notified. It is understood and agreed that such administrator shall be given an opportunity to provide the necessary background information before any action is taken on the matter.

ARTICLE XI

PROTECTION OF ADMINISTRATORS

- A. Administrators shall report to the Superintendent's Office all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.
- B. The Board shall provide at no cost to the administrator legal counsel and representation in any legal action, civil or criminal, brought against him/her for his/her acts or omissions arising from his/her performance within the course and scope of his/her employment as an administrator and provided that the administrator was acting in accordance with Board Policy.
- C. An administrator temporarily absent from his/her duties as a result of an assault or suit while employed in school activities, and the assault or suit is related to performance of duties, shall receive full pay and shall not have the absence charged against his/her sick leave accumulation.
- D. Administrators shall be covered under the Board's umbrella insurance coverage for errors and omissions.
- E. The Board agrees that any discipline shall be for just cause.
- F. The affected administrator may grieve discipline under this contract upon receiving notice of said discipline.
- G. Any notification of non-renewal of an individual contract will be in accordance with P.A. 183 and due process procedures and shall not be subject to the grievance procedure of the collective bargaining agreement.
- H. In the event the administrator is not notified of an unsatisfactory evaluation by March 31st, it shall be conclusively deemed that the administrator's performance has been at least satisfactory in all respects.

- I. The Board will reimburse bargaining unit members for loss, damage, destruction of clothing or glasses included in the course of maintaining student discipline, provided the employee was acting in conformance with Board policy. There shall be a \$50.00 maximum per incident. Loss/damage forms must be filed at the business office the day the damage or loss occurs.

ARTICLE XII

INDIVIDUAL CONTRACTS

- A. Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreement to be executed by the Parties. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration, shall be controlling.
- B. The administrator shall terminate his/her individual contract by delivering to the Superintendent a written resignation of his election to terminate with at least sixty (60) days notice. This resignation is contingent upon Board approval.
- C. It is understood and agreed that neither the individual employment contract nor the collective bargaining agreement shall confer tenure to the administrator in any administrative capacity within the Comstock Park Public Schools.

ARTICLE XIII

LAYOFF AND RECALL

- A. An administrator is subject to layoff during the term of this contract in the event the Board, in its discretion, determines that there should be a reduction in the administrative staff. In the event of layoff, this contract and the Board's obligations hereunder shall terminate the date the layoff is effective. In the event a layoff becomes necessary, the Board shall give the affected employee(s) at least thirty (30) calendar days written notice by certified or registered mail prior to the effective date of layoff.
- B. An administrator who is on layoff shall have the right to be recalled to the same or an equivalent position that becomes vacant and will be filled (e.g., an elementary principal on layoff may be recalled to any elementary principal vacancy).
- C. An administrator who is on layoff will be given consideration for a vacant teacher or administrative position for which he/she is certified and qualified, subject to the terms of the applicable collective bargaining agreement.
- D. Notice of recall shall be sent to the address on file with the Board. It shall be the responsibility of the administrator to maintain a current address on file. Failure to respond to the recall notice within ten (10) days of the date sent (postmark) shall be deemed an abandonment of the position and forfeiture of all recall rights.

- E. Recall rights shall expire after three (3) years on continuous layoff. An administrator who accepts an administrative position at another district shall waive recall rights.

ARTICLE XIV

SITE-BASED MANAGEMENT

- A. Each building administrator or program supervisor has assigned control and is responsible for the day-to-date operation of the building and/or program under their direction.
- B. The responsibilities of the administrative staff include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, discipline, promotion, and termination of each employee; and the establishment and revision of Rules and Regulations governing and pertaining to work and performance of each employee. The 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 the contract agreement between The Comstock Park School Board and the Kent County Education Association or Policies of the Comstock Park Board of Education; and no rules or regulations shall be adopted or revised which violate the express terms between The Comstock Park School Board and the Kent County Education Association or Policies of the Comstock Park Board of Education.
- C. An administrator may assign overtime to employees directly under their supervision, in emergency situations, providing it is within existing contractual requirements and a budget line item was approved by the Board of Education at the adoption of the Annual Budget.
- D. No employee (under C) may exceed forty (40) hours of work in one (1) week.
- E. An administrator may assign work hours for employees under their supervision providing the hours are within the contractual guidelines and it do not conflict with the operations of other programs.
- F. The superintendent, in discussion with the effected administrator, can override the provisions of this article.

ARTICLE XV

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a violation of the express terms and conditions of this agreement.
- B. Any aggrieved employee or the Association shall submit a written statement of the grievance to the Superintendent or his designee within ten (10) work days of becoming aware of the alleged occurrence. The grievance shall minimally set

forth relevant facts, date of the alleged infraction, the contract provision(s) involved and remedy requested.

- C. Within ten (10) days of the receipt of the Superintendent's disposition, or his designee's, the aggrieved employee or Association representative may appeal to the Board Committee. The committee shall be composed of at least two (2) Board members. A meeting shall be held within ten (10) work days following receipt of the grievant's appeal to the committee to discuss the grievance. The Board committee will make a recommendation to the Board at the next regularly scheduled Board meeting. Within ten (10) work days following the Board meeting, the Board shall render its decision in writing.
- D. If the aggrieved employee or Association representative does not file a written notice of non-acceptance of the Employer's determination within ten (10) working days, the Employer's determination shall be deemed to have been accepted. If the grievant and/or Association representative files a written notice within ten (10) work days that the Employer's determination is not acceptable, the Association may then submit the grievance to grievance arbitration.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceedings except as otherwise provided herein.

The arbitrator shall render his award, which shall include a written opinion not later than thirty (30) days after the date on which the hearings are concluded. The award of this arbitrator shall be accepted as final and binding on the Association, its members, the administrator or administrators involved, and the employer. There shall be no appeal from the arbitrator's decision if said decision is within the scope of the arbitrator's authority.

The fees and expenses of the arbitrator shall be paid 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. Appropriate Association officials and all Association witnesses may use a paid leave day and will be released to attend the arbitration.

- E. The term work days as used in this article shall refer to those days in which the District's offices are open.
- F. The timelines set forth in this article shall be strictly observed but may be extended by mutual agreement of the parties in writing. Any grievance not pursued in a timely fashion shall be barred from appeal under the terms of the grievance procedure.
- G. An aggrieved employee shall have the right to have a representative present at every level of the grievance procedure.
- H. The content of an evaluation is not a grievable matter.

ARTICLE XVI

RETIREMENT

- A. Upon retirement from the Comstock Park Public Schools, without intervening employment, and after receiving the first retirement payment from the State of Michigan Educational Employees Retirement System, or upon the death of the administrator, the administrator or his beneficiary will be paid \$200 for every consecutive year of service to the district.
- B. Early retirement incentives shall be reviewed on a case by case basis in a conference that shall include the administrator, the superintendent and the Association. Any agreed to recommendation for an early retirement incentive shall be presented to the Board for final approval in its discretion. The granting of an early retirement incentive in any one case shall not require the granting of an early retirement incentive in any other case.

ARTICLE XVII

SPECIAL CONFERENCES

- A. The Board and the Association agrees that it or its designee shall meet at reasonable times upon the request of the other party to discuss matters relevant to the administrators.
- B. The Association shall be entitled to select and seat a representative on any committee or group of persons established by the Board to study, make recommendations concerning, or changing the curriculum.

ARTICLE XVIII

MISCELLANEOUS

- A. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- B. It is expressly understood that no employee shall be granted tenure in any position(s) covered by the terms and conditions of this Agreement. Employees who have in the past been given tenure as a teacher shall continue to retain that tenure.

ARTICLE XVIX

LESS THAN FULL TIME ADMINISTRATIVE POSITIONS

Members of this Association that are at least fifty (50) percent but less than full time will be compensated at a prorated amount of the listed benefits (Article VIII), salaries, sick days, personal days, longevity, and graduate work step increases.

ARTICLE XX

DURATION

All articles of this Agreement shall be effective August 1, 2011 and shall remain in effect through July 31, 2012. Either party may terminate this Agreement as of July 31, 2012, by giving written notice to the other party on or before March 1, 2012. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before March 1, on any subsequent contract anniversary date.

This agreement shall constitute the full and complete commitments between both parties and supersedes all prior practices whether oral or written. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this agreement.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives the day and year first written below.

DISTRICT

DATE

by

President of Board of Education

and

Secretary of the Board of Education

ASSOCIATION

DATE

by

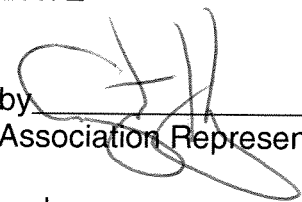

Association Representative

and

Association Representative

7/28/11

7/28/11



ARTICLE XXI

SALARY SCHEDULE

A. POSITION

<u>Administrators/Directors:</u>	<u>2010-2011</u>
CP High School Principal	\$94,500
High School Asst. Principal	\$84,054
Middle School Principal	\$86,253
Middle School Asst. Principal	\$75,040
Elementary Principal	\$84,054
NK High School Principal	\$84,054
Principal of Early Childhood	\$84,054
Director of Maint./Transp.	\$62,441
Director of Food Service	N/A
Director of Athletics	\$66,717
Director of Special Education	\$84,054
Director of Career Preparation	N/A

B. All CPAA members will incur a 0% increase on the base and for all stipends and reimbursements in the Master Agreement with the exception of mileage reimbursements, which will increase quarterly by \$125.

C. Should an incumbent leave a position, the Board may fill said position with a salary ranging from the specified salary above to an amount 30% more or an amount 30% less. Salary shall be paid in twenty-six (26) equal installments or less if the administrator begins employment after the beginning of the fiscal year.

D. Should an administrator agree to perform for a period in excess of that stated in Article 5.A, he shall be paid at the respective pro rata daily rate with prior approval of the Superintendent. In addition, the following stipends would be paid:

- | | |
|---|---------|
| 1. Assignment of two buildings | \$4,000 |
| 2. Assignment of two Departments
(e.g. transportation and maintenance/custodial) | \$1,000 |

E. In the event of a payment of unearned salary, due to the twenty-six (26) installments provisions resulting in advanced pay for work not yet performed, an administrator who severs his/her employment prior to completing the corresponding pro rata number of work days for salary received shall immediately return all such unearned salary to the Board.

F. All administrators will be paid longevity steps of \$800 annually, cumulative per years of service for continuous administrative service to Comstock Park Public Schools. The longevity years for 2007-2010 will be capped at fifteen (15) years.

F. Salary step increases for graduate work beyond a Master's Degree. Limited to following amounts and it is not intended to be cumulative.

MA + 15	\$1,500
MA + 30	\$3,000
MA + 45	\$4,500
MA + 60/PhD	\$6,000