

6-30-73

Comstock

A G R E E M E N T

between

COMSTOCK BOARD OF EDUCATION

and

COMSTOCK EDUCATION ASSOCIATION

1971 - 1973

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Comstock Public Schools  
Comstock, Michigan  
49041

TABLE OF CONTENTS

INDEX

Purpose and Intent.....1-2

ARTICLE I - Recognition.....2

ARTICLE II - Association and Teacher Rights.....2-3-4-5-6

ARTICLE III - Management and Cooperation.....6-7

ARTICLE IV - Membership, Fees and Payroll Deductions.....7-8

ARTICLE V - Conditions of Employment.....8-9

ARTICLE VI - Class Size.....9-10

ARTICLE VII - Professional Qualifications and Assignments.....10-11-12

ARTICLE VIII - Teacher Evaluation.....12-13

ARTICLE IX - Certified Personnel - Retirement.....13-14

ARTICLE X - Professional Growth.....14-15

ARTICLE XI - Organizations.....15-16

ARTICLE XII - Resignations.....16

ARTICLE XIII - Bad Weather Policy.....16-17

ARTICLE XIV - Medical Examinations.....17-18

ARTICLE XV - Grievance.....18-19-20-21

ARTICLE XVI - Professional Compensation.....22

ARTICLE XVII - Leave of Absence.....22-23-24-25

ARTICLE XVIII - Terminal Leave.....25

ARTICLE XIX - School Calendar.....26

ARTICLE XX - Insurance.....27-28

ARTICLE XXI - Salary Schedules A B C.....28-29-30-31

ARTICLE XXII - Miscellaneous Provisions.....32-33

ARTICLE XXIII - Term of This Agreement.....34

A G R E E M E N T

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the COMSTOCK PUBLIC SCHOOLS, Comstock, Michigan, hereinafter called the "SCHOOL" and/or "BOARD", and the COMSTOCK EDUCATION ASSOCIATION hereinafter called the "ASSOCIATION."

W I T N E S S E T H:

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the basis for determining wages, hours, terms and conditions of employment which shall prevail for the duration of this Agreement. The Board and the Association recognize and declare that providing a quality education for the children in the Comstock Public School system is their mutual aim and intent and that the character of such education depends in large measure upon the quality and morale of the teaching service and upon the Board's ability to acquire and retain a qualified staff.

The Board recognizes its obligation to bargain with the Association pursuant to Act 379, Public Acts of the State of Michigan of 1965. Accordingly, one of the purposes of this Agreement is to create a forum in which teachers may participate in an advisory capacity in the development of policies and programs affecting the conditions under which they teach.

Therefore, the Board and the Association, for and in consideration of the mutual promises, stipulations and conditions specified in this Agreement,

PURPOSE AND INTENT

continued -----

agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

- A. The School hereby recognizes the Association as the sole and exclusive bargaining representative for all certified personnel, excluding all personnel who exercise any degree of supervisory and/or administrative responsibility while functioning in that capacity. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and references to male teachers shall include female teachers and shall include counselors, grade group leaders, department heads, teachers, librarians, school social workers, speech therapists, reading specialists, director of secondary student teachers, director of elementary student teachers and middle school athletic director.
- B. The School agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

- A. The Association and its members shall be the only group representing the teachers to have the right to use school facilities. This must be at reasonable hours and upon request, provided that the use of

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

continued -----

school facilities shall not interfere with scheduled programs of the school. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Faculty room bulletin boards shall be made available to the Association.

- B. The School agrees to make available to the Association, in response to reasonable request, normally published financial information.
- C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- D. The Board shall make available in each school adequate restroom and lavatory facilities for adult school personnel use. The Board shall reserve one room of adequate size, appropriately furnished, which shall be reserved for the use of the faculty.
- E. The School telephone facilities shall be made available to teachers for their reasonable use, 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 School for the cost of the same.
- F. Parking facilities shall be made available to teachers for their use and designated as such and an attempt shall be made to properly maintain all such facilities.
- G. The School will not discriminate against any teacher with regard to

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

continued -----

wages, hours, and other terms and conditions of employment, by reason of such teacher's membership in any recognized political party, not listed by the Attorney General of the United States as a subversive organization, or by reason of any teacher's choice not to become a member of any recognized political party. Additionally, the School will not discriminate against any teacher with regard to wages, hours, and other terms and conditions of employment by reason of the teacher's membership in any religious organization. The Association agrees that its members will not seek to advance any political cause in the classrooms, and that its members will abide by the constitutional requirements with regard to the teaching of the religious beliefs of any particular religious sect in the school classrooms. The Association further agrees that its members will not participate in any activity which be a violation of the conflict of interest statutes of the State of Michigan.

- H. The School agrees that it will not discriminate against any teacher with regard to wages, hours, and other terms and conditions of employment by reason of such teacher's membership in the Association, or lack thereof, or by reason of any teacher's race, creed, religion, or the lack thereof, color, national origin, age, sex, or marital status. The Association agrees that it will not discriminate with regard to its representation of the teachers by reason of such teacher's race, creed, religion, or the lack thereof, color, national origin, age, sex, or marital status, or such teacher's refusal to participate in

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

continued -----

the Association, or pay dues thereto.

- I. If a teacher is to be informally reprimanded by a principal or other administrator, it shall not be done in the presence of students, parents, or other faculty members. Teachers will also give serious consideration before reprimanding students in a group situation.
- J. Any complaints directed toward a teacher which will become a part of the teacher's record shall be promptly called to the teacher's attention. A teacher shall be deemed innocent of any and all charges until proven otherwise. A teacher shall have access to his personal file at his request and in the presence of an administrator. A teacher's personal file shall be viewed exclusively by the School Board, Superintendent, Assistant Superintendent, and his immediate administrator and/or the teacher and others at the teacher's request.
- K. The Board of Education agrees that it will not establish or enforce rules or regulations when contrary to provision of this Agreement or unreasonable infringement of personal freedom. The teacher will have the right to utilize the grievance procedure in the application of this section.
- L. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

continued -----

use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

ARTICLE III - MANAGEMENT AND COOPERATION

- A. It will be the intent and practice of the Administration to encourage the Association to be involved with and concerned in instructional and curricular matters, and to consult with the staff and seriously consider any recommendations for improvement of the educational services provided for the School District.
- B. The Association agrees that during the life of this Agreement it will not, either directly or indirectly, order, authorize, ratify, or otherwise encourage any slow down, work stoppage, limitation thereof or curtailment of work by the teachers.
- C. The Association recognizes certain rights and responsibilities as belonging finally to the School, and its Board of Education and Administration. Those rights and responsibilities include the right to hire; to direct the teaching force; to determine the number of teachers who shall be employed by the School; to determine the qualifications necessary for promotion or demotion or transfer or reassignment of teachers; to discipline, suspend, demote and discharge teachers for cause in accord with this Agreement and Michigan laws; to require teachers to observe the School rules and regulations; to determine the



ARTICLE III - MANAGEMENT AND COOPERATION

continued -----

number and location of school buildings; the type of such buildings; and the cost of such buildings; to establish the grade system to be used within the School, the qualifications necessary for the student to advance from grade to grade and to graduate; to determine the curriculum to be taught in the School, together with textbooks or other materials which may be used in the educational processes; to determine the scheduling of classes, the hours of instruction, and all other rules and regulations with regard to the conduct of pupils whether on or off school premises insofar as the School deems it necessary and appropriate; and any and all powers and authorities granted to the School by the legislature of this State, and Constitution of this State, or by Congress of the United States, or the Constitution of the United States.

ARTICLE IV - MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. Within thirty (30) days of the beginning of their employment hereunder, all teachers may sign and deliver to the School an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association.) The amount of dues may be paid by payroll deduction (at the teacher's option) from the second paycheck of each month over a ten (10) month period from September to June, inclusive. This money along with a list of employees for whom dues were deducted will be forwarded to a representative of the Association.

ARTICLE IV - MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

continued -----

- B. The Board shall also make payroll deduction upon written authorization from teachers for one annuity, credit union, savings bonds, and mutually agreed upon charitable donations.
- C. All payroll deductions shall be itemized as individual entries on employees' paystubs.

ARTICLE V - CONDITIONS OF EMPLOYMENT

- A. The teachers daily schedule:

High School	7 3/4 hrs. Mon. thru Thurs.
	7 hrs. Fri.
Middle School	7 3/4 hrs. Mon. thru Thurs.
	7 hrs. Fri.
Elementary School	7 3/4 hrs. Mon. thru Thurs.
	7 hrs. Fri.

Teachers will be permitted to leave on Friday after students have departed on buses.

Teachers will have 2 1/2 hours per week duty free lunch time.

- B. Secondary teachers will have one (1) class period for preparation and/or conference daily.

Elementary teachers will have four (4) (minimum) hours per week for preparation and/or conference.

- C. In addition to the above schedule teachers may be required to attend

ARTICLE V - CONDITIONS OF EMPLOYMENT

continued -----

up to eight (8) hours of school meetings per month. This is to include such meetings as:

In-Service

Open House

Curriculum

Parent-Teacher Conf.

- D. In-Service and Curriculum meetings generally will be scheduled on Monday and/or Tuesday evenings. One weeks notice will be given if it is anticipated that they will extend more than one hour beyond the working day.
- E. Lunchroom and playground aids will be provided and maintained during the noon hour at the Elementary level.
- F. The teacher is expected to honor reasonable requests from students to provide additional help.
- G. All teachers are required to spend as much time as necessary to prepare for and to keep their scheduled classes running smoothly.
- H. Teachers (other than those who meet the same students daily for whom preparation time has been scheduled) shall be provided with preparation time.

ARTICLE VI - CLASS SIZE

A. Classroom Teacher

- 1. All persons with a teaching assignment shall be considered as

ARTICLE VI - CLASS SIZE

continued -----

a classroom teacher used in computation.

2. Part-time classroom teaching shall be pro-rated in computation.

B. Pupil-Teacher ratio shall be computed on a district wide basis for each level.

1. The average classroom pupil-teacher ratio at the elementary level shall be 25-1 or less.

2. The average classroom pupil-teacher ratio at the Middle School shall be 27-1 or less.

3. The average classroom pupil-teacher ratio at the High School shall be 27-1 or less.

C. In any case if the averages listed in Section B above are exceeded, a committee consisting of the teacher involved, the building principal involved, a representative of the Association and a representative from the Superintendent's Office will meet promptly to work out a plan to correct the situation.

ARTICLE VII - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. The employment of teachers by individual contracts based on special certificates will occur only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which they endeavored to fill the position with a fully certificated person.

ARTICLE VII - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

continued -----

- B. The Board and the Association recognizes that an optimum education environment includes a teacher who is working within his area of special competence and in the school setting best suited to his personal circumstances.
- C. Teachers who will be affected by a change in grade assignments in the elementary school, building assignments for supplementary teachers, and by changes in subject assignment in the secondary school grades will be consulted as early as possible prior to the change. Such changes will be voluntary to the extent possible. Teachers may file a written request with their principal and to the Superintendent for preference of: (1) grade level, (2) subject, (3) departmental assignment, (4) extra-curricular assignments (if any), (5) change in building assignment. Such requests shall be kept on file for one school year. Requests which were not acted upon must be re-filed each September to remain active. A teacher whose request was not acted upon may request an explanation.
- D. All teachers shall be given notice of their teaching assignments the forthcoming year no later than the preceeding 15th day of June. In the event that changes in such assignments are made, every reasonable effort shall be made to notify and consult with all teachers involved. Changes after the 15th day of August preceeding the commencement of the school year will be made only on an emergency basis and the Association shall be notified in each instance. If possible all teachers shall be

ARTICLE VII - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

continued -----

given notice of their extra-curricular assignments for the forthcoming year.

ARTICLE VIII - TEACHER EVALUATION

Evaluation is an on-going process and involves the teacher's entire performance.

1. The Association recognizes the right and responsibility of the Administrative staff to evaluate the performance of teachers. The Association also recognizes the right and responsibility of the Administrative staff of the school to visit classrooms for purposes of evaluating and promoting the educational program.
2. The School agrees that teacher evaluation shall be used constructively and cooperatively with the teacher to help him become more effective.
3. The evaluation techniques used by principals shall be carried out under the policies of the Comstock Board of Education, and in a manner consistent with the provisions of this Agreement. Every reasonable effort will be made to keep individuals apprised of their performance on a continuing basis. Each formal observation will be followed, within ten (10) working days with a conference between the parties involved.
4. Evaluations shall be done openly and with the full knowledge of the teacher.

ARTICLE VIII - TEACHER EVALUATION

continued -----

5. A written evaluation must be given all probationary teachers by the end of the first semester and by May 1st.
6. Each teacher shall be informed as to the criteria of evaluation used by the principal.
7. Evaluation by building principals or other local or administrative or supervisory officials placed in a teacher's file shall be reviewed with the teacher prior to their becoming a part of the permanent record, and thereafter on request. Said teacher may request a member of the Association to accompany him during such review.
8. The School agrees that three (3) teachers, designated by the Association, will be asked to participate under the direction of the Superintendent in an advisory capacity in the development of teacher evaluation instruments.
9. When a teacher is to be formally reprimanded he is entitled to representation by an Association representative. If any teacher wishes to review or object to an evaluation and/or reprimand he may: A) use the grievance procedure up to and not including arbitration if he is a probationary teacher, B) request a meeting with the Superintendent which will be preceded by his objections in writing.

ARTICLE IX - CERTIFIED PERSONNEL - RETIREMENT

- A. A teacher who reaches his 65th birthday before June 30th of any

ARTICLE IX - CERTIFIED PERSONNEL - RETIREMENT

continued -----

school year shall retire at the end of that school year. No teacher will be given a contract after the age of 65.

ARTICLE X - PROFESSIONAL GROWTH

- A. All employees shall be encouraged in the development of increased competence and professional growth beyond that which they may attain through the performance of their assigned duties. Because of the importance of their impact on the lives of students, opportunities to extend and broaden the education and experiences of the staff will be provided within the limits of the budget. The Superintendent may encourage professional growth through planning or recommending opportunities in such areas as the following:
1. Released time and leaves of absence for study or travel.
  2. Visits to other classrooms or schools.
  3. Participation in conferences involving other personnel from the district, state, region, or nation.
  4. Membership on committees drawing personnel from varied sources.
  5. Training in classes and workshops offered within the district.
  6. Further education in institutions of higher learning.
  7. Extension classes should not be scheduled at times when there are regularly scheduled school faculty events. Ordinarily, staff meetings are scheduled for Monday after school.
  8. Generally, early excuses from a normal teaching day will not be granted for study or preparation for a class. The amount of extension work taken should not interfere with a satisfactory teaching performance.



ARTICLE X - PROFESSIONAL GROWTH

continued -----

Any teacher may apply in writing for any of the above.

- B. When a teacher fulfills the minimal requirements for permanent certification an amount shall be added to the base rate equal to \$17.00 times the number of hours required for certification. Thereafter hours of credit approved by the Superintendent shall be paid at the rate of \$17.00 per semester hour to a maximum of \$500.00. However; upon receipt of M.A. degree the teacher will be placed on the proper step on the M.A. salary schedule. Adjustments in salary will be made only at the beginning of each semester. (Comstock)
- An amount of \$20.00 per semester credit hour shall be added to the base pay (base pay being defined as that teacher's appropriate step on salary schedule) of a teacher with a M.A. degree for each hour of additional college credit earned. All courses must be approved by the Superintendent of Schools. The maximum amount that may be added to the base pay under this provision is \$600.00. Adjustments will be made only at the beginning of each semester. (Comstock)
- C. During each five (5) year period all teachers shall be required to have completed three (3) semester hours of accredited work in the teaching field.

ARTICLE XI - ORGANIZATIONS

- A. Active participation by teachers in local, state and national pro-

ARTICLE XI - ORGANIZATIONS

continued -----

Professional organizations is encouraged by the Comstock Board of Education as well as active interest in P.T.A., Mothers' Club and other community and school activities.

- B. This policy will not be interpreted to imply required attendance of teachers and staff at community and school organization meetings, except as stated in Article V - Conditions of Employment (Section C).

ARTICLE XII - RESIGNATIONS

A written notice of resignation shall be filed with the Superintendent at least sixty (60) days in advance of its execution, except in cases where extenuating circumstances may waive such notice.

ARTICLE XIII - BAD WEATHER POLICY

- A. In the event weather conditions make it advisable to close school, the following policy will apply to the teaching personnel:
1. Teachers will report for duty with reasonable allowance for tardiness. Dismissal will be at regular time unless weather conditions worsen.
  2. In those conditions of unusual severity, an announcement will be made by telephone that the staff need not report.
  3. Teachers will make every reasonable effort to comply with the above policy; however, should extenuating circumstances exist,

ARTICLE XIII - BAD WEATHER POLICY

continued -----

these will be considered before the teacher is penalized.

A teacher anticipating late arrival is expected to notify his building principal.

- B. For the safety of the children of Comstock nothing in this Agreement shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God.
- C. In the event of mechanical failures in a building facility warranting closing of this building, teachers may be assigned to assist in other buildings.

ARTICLE XIV - MEDICAL EXAMINATIONS

- A. For the protection of children attending our system, the Board of Education requires that all new employees pass a physical examination by the school doctor **without** cost to the employee.
- B. Pursuant to Act 290 ( P.A. 1966 ) requires that school boards require evidence of freedom from the communicable tuberculosis as a condition of entering its employment and annually thereafter for all full and part-time personnel. The statement shall be filed with the employee's personnel record within fourteen (14) days after the first day of the regular school session of each school year and shall be available for examination by public health personnel.
- C. Arrangements will be made for teachers to take vision and hearing

ARTICLE XIV - MEDICAL EXAMINATIONS

continued -----

tests when such tests are given in their buildings. The Board of Education upon the recommendation of the Superintendent, may require an employee to submit to a physical or mental examination by a specialist of the Board's selection. Such examination shall be at the expense of the Board of Education. The Superintendent may make such request as often as deemed necessary for the best interest of the employee and the school district.

- D. X-Rays and/or skin tests at the rate of \$3.00 per person shall be provided by the Board of Education.

ARTICLE XV - GRIEVANCE

Section 1

A grievance shall be defined as any dispute (involving either tenure or probationary teachers) regarding the meaning, interpretation or application of the terms and provisions of this Agreement, except that no item (s) pre-empted by the tenure provisions of the Michigan General School Code shall be considered as a grievance under this Agreement. If any teacher wishes to review or object to an evaluation and/or reprimand he may request a meeting with the Superintendent preceeded by the objections in writing.

In cases involving the dismissal of probationary teachers the teacher involved will be given a hearing before the Board of Education.

ARTICLE XV - GRIEVANCE

continued -----

Section 2

FIRST STEP:

A teacher who believes he has a grievance shall first discuss the matter with his principal personally or accompanied by an Association representative within five (5) school days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner.

Section 3

SECOND STEP:

Those grievances which have not been settled in the First Step and are to be appealed to the Second Step and those grievances submitted by the Association shall be submitted in writing to the Board's representative within ten (10) school days after the occurrence of the event upon which the grievance is based or five (5) days after the principal's reply and shall state the facts upon which the grievance is based, when they occurred, and shall be signed by the teacher who is filing the grievance or an officer of the Association. The Board's representative shall meet with the grievant and/or Association representative or representatives within five (5) school days after receipt of the grievance to consider the grievance. The Board's representative shall give a written answer to the aggrieved teacher and/or his Association representative or representatives within five (5) school days after the date of this meeting. If the answer is

ARTICLE XV - GRIEVANCE

continued -----

mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Board's representative.

Section 4

THIRD STEP:

If the grievance has not been settled in the Second Step, the grievant and/or his Association representative or representatives may submit the matter to arbitration; if arbitrable and confined to the original grievance, except an item pre-empted by the Tenure Provisions of the Michigan General School Code, to arbitration provided such submission of the issue is made within ten (10) school days after receipt of the Second Step answer.

All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations and within the time specified above. Such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement nor hear any matter which is provided for under Section 6 of this Article (teacher discharge.) Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties.

Section 5

Grievances which are not appealed within the time limits specified in

ARTICLE XV - GRIEVANCE

continued -----

the above grievance procedure

- a) By the Association - shall be considered to be withdrawn.
- b) By the Board - may be advanced to the next step by the Association.

Section 6

In the event any teacher under the jurisdiction of the Association shall be discharged from his employment and he believes he has been unjustly discharged, such discharge shall constitute a case arising under the laws of the State of Michigan, to include the Tenure Act of 1937, as amended.

Section 7

The presentation and discussions of grievances provided for in this Article shall take place outside of the regular school hours, except during the first two (2) steps of this procedure (Sections 2 & 3 of this Article) which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.

Section 8

In the event grievances filed under this Article shall not be satisfactorily settled during the school year, the grievances shall be carried over into the next school year. This does not prevent the parties from resolving grievances during the summer.

ARTICLE XVI - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule will remain in effect during the term of this Agreement.
- B. The salary schedule is based on the teacher's working hours as defined herein. Teachers receiving compensation for extra pay items as set forth in Schedule B & C shall be expected to work additional or different hours, and shall receive the supplementary salary as set forth opposite their position in the aforesaid Schedules B & C.
- C. A teacher engaged during working hours in negotiating the Master Contract in behalf of the Association with the duly appointed representative of the School shall be released from regular duties without loss of pay.
- D. A teacher shall be released from regular duties without loss of salary a maximum of two (2) days each year for the purpose of participating in area or regional professional meetings as approved by the State Department of Public Instruction.
- E. The work year for teachers covered under this Agreement shall be as specified in the School Calendar.

ARTICLE XVII - LEAVE OF ABSENCE

- A. All full time employees shall receive sick leave credit at the rate



ARTICLE XVII - LEAVE OF ABSENCE

continued -----

of ten (10) days per school year and the unused balance from previous years to accrue to a total not to exceed ninety (90) days.

B. Illness in the immediate family (spouse, child, or permanent resident of the teacher's household) requiring personal attendance of the teacher shall apply as sick leave with the following conditions:

(1) Absence of more than two (2) days must be certified by a licensed physician.

(2) No more than four (4) such days may be taken during any one school year.

C. In the event of each death in the immediate family, (spouse, child, or person for whom you are responsible) or household, leave time shall be when requested, at least five (5) work days. These days shall not be deducted from sick leave.

Immediate family:   Father - Mother - Husband

Wife - Child - Brother

Sister - Mother or Father-in-law

D. In the event of death of relatives outside the above immediate family or persons where closeness of relationship should warrant, two (2) days will be allowed, to be deducted from sick leave.

Grandparents-Sister or Brother-in-law-Grandparents-in-law

E. Two (2) days leave of absence will be granted to transact personal business when a teacher is unable to transact such business except on a work day. Application for personal leave will be made in writing twenty-four (24) hours before taking such leave and

ARTICLE XVII - LEAVE OF ABSENCE

continued -----

must contain the reasons for the request. In an emergency this may be waived. Personal leave days are not accumulative and must be approved by the principal.

- F. The Board of Education shall grant a leave of absence for maternity purposes, without pay, to any tenure teacher.
1. This maternity leave shall be granted upon written request for such leave and upon proper certification of pregnancy by the teacher's physician.
  2. Application for maternity leave must be filed not later than four (4) months after conception.
  3. Maternity leave shall begin at the discretion of the Superintendent of Schools.
  4. Maternity leave may be granted for a maximum period of one (1) school year (plus any unfinished school leave) and may be renewed at the discretion of the Board of Education.
  5. Probationary teachers shall be presumed to have voluntarily resigned upon application for pregnancy leave.
  6. Written notification by the teacher of intent to return from a maternity leave must be filed with the Superintendent no later than four (4) months prior to expiration of the leave.
  7. Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy.
- G. The Board shall furnish each teacher with a written statement at the

ARTICLE XVII - LEAVE OF ABSENCE

continued -----

beginning of each school year setting forth the total of sick leave credit.

- H. Personnel involved in annual military reserve duty for two (2) weeks shall be paid the difference between military pay and the salary of the teacher involved.
- I. A teacher called for jury duty or who is subpoenaed to testify during school hours in any litigation shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation with the exception of cases involving legal action brought against the Board by the Association or any member thereof, except in such cases in which the Board subpoenas the teacher.
- J. In the event of extenuating circumstances additional leave days may be taken with the approval of the Superintendent. These days may be deducted from sick leave.

ARTICLE XVIII - TERMINAL LEAVE

- A. In appreciation for services to the School, a terminal leave payment of six hundred (\$600.00) dollars shall be paid upon such teacher's retirement or separation from teaching in the District, provided that such teacher has been employed by the School for a period of fifteen (15) consecutive years to the date of such retirement or separation.

ARTICLE XIX - SCHOOL CALENDAR

September 1	Orientation New teachers
September 2 & 3	Staff work days
September 6	Labor Day-school closed
September 7	First day of school (1/2 day)
November 25 & 26	Thanksgiving Vacation
December 19 - January 2	Christmas Vacation
January 3	School resumes
January 25	End of semester
January 26	No school for students
March 31 - April 7	Good Friday-Spring vacation
April 10	School resumes
May 29	no school - Memorial Day
June 12	last day for students
June 14	last day for teachers

1972-73 - the calendar will contain the same basic schedule only the dates will change.

PAID HOLIDAYS

Labor Day  
Thanksgiving  
Day after Thanksgiving  
Good Friday  
Memorial Day (to be determined)

PAID VACATIONS

Christmas (10 days)  
Spring ( 5 days)

ARTICLE XX - INSURANCE

PLAN A

- A. The Board of Education will provide and pay for, on each fulltime employee, term life insurance up to seven thousand (\$7,000) dollars.
- B. Health insurance - twenty-five (\$25.00) dollars deductible, per claim, one thousand (\$1,000) dollars full coverage, co-insurance on an 80/20 basis, unlimited amount, with sixty (\$60.00) dollars room and board limit.
- C. Accident is full coverage for the first one thousand (\$1,000) dollars, then 80/20 unlimited basis.

If the employee desires Health and Accident coverage on either his spouse or family, he will contribute the following monthly amount - seven dollars and fifty cents (\$7.50).

During the 1972-73 school year the School will provide full family health insurance provided by a School chosen carrier.

PLAN B

Each teacher is eligible to participate in MEA Group Insurance. The School will reimburse up to the following:

- A. During the 1971-72 school year the School will reimburse up to three hundred twenty-five (\$325.00) dollars for comprehensive, hospitalization, medical, surgical, life and income protection to the employee and his wife and children in immediate household,

ARTICLE XX - INSURANCE

continued -----

to be used as partial premium payment for those employees who participate in the available MEA Insurance program through payroll deduction.

- B. During the 1972-73 school year the School will reimburse up to four hundred (\$400.00) dollars regarding Plan B.

ARTICLE XXI - SALARY SCHEDULES - A B C

Salary Schedule A

1971-72 SCHOOL YEAR

<u>B.A.</u>		<u>M.A.</u>	
<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>
1.	\$ 7,800.00	1.	\$ 8,424.00
2.	8,400.00	2.	9,040.00
3.	9,040.00	3.	9,680.00
4.	9,440.00	4.	10,080.00
5.	9,840.00	5.	10,640.00
6.	10,480.00	6.	11,200.00
7.	10,880.00	7.	11,760.00
8.	11,280.00	8.	12,160.00
9.	11,680.00	9.	12,560.00
10.	12,080.00	10.	12,960.00
11.	12,640.00	11.	13,360.00

ARTICLE XXI - SALARY SCHEDULES - A B C

continued -----

salary schedule A - 1971-72 school year

<u>B.A.</u>		<u>M.A.</u>	
<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>
12.	\$13,140.00	12.	\$13,760.00
		13.	14,160.00
		14.	14,820.00

PHD Schedule will be one thousand two hundred (\$1,200.00) dollars above each M.A. step.

Salary Schedule A

1972-73 SCHOOL YEAR

<u>B.A.</u>		<u>M.A.</u>	
<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>
1.	\$ 8,112.00	1.	\$ 8,760.96
2.	8,736.00	2.	9,401.60
3.	9,401.60	3.	10,067.20
4.	9,817.60	4.	10,483.20
5.	10,233.60	5.	11,065.60
6.	10,897.60	6.	11,648.00
7.	11,315.20	7.	12,230.40
8.	11,731.20	8.	12,646.40

ARTICLE XXI - SALARY SCHEDULES - A B C

continued -----

salary schedule A - 1972-73 school year

<u>B.A.</u>		<u>M.A.</u>	
<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>
9.	\$12,147.20	9.	\$13,062.40
10.	12,563.20	10.	13,478.40
11.	13,145.60	11.	13,894.40
12.	13,665.60	12.	14,310.40
		13.	14,726.40
		14.	15,412.80

PHD Schedule will be one thousand two hundred (\$1,200.00) dollars above each M.A. step.

SCHEDULE B

Summer Band	\$1,000.00
Classroom Instruction	6.50 per hour
Driver Education	6.50 per hour

CLASS SPONSOR

Senior	\$ 444.00
Junior	338.00
Sophomore	232.00
Freshman	145.00
Student Council Advisor (High School)	350.00



ARTICLE XXII

EXTRA-CURRICULAR SCHEDULE

YEAR	H. S. VARSITY FOOTBALL BASKETBALL	H. S. BAND	H. S. FOOTBALL-BASKETBALL ASS'T RESERVE 9th GRADE	H. S. VARSITY WRESTLING BASEBALL	M.S. ASS'T WRESTLING BASEBALL TENNIS -- TRACK -- GOLF CROSS-COUNTRY	7th & 8th GRADE FOOTBALL BASKETBALL -- TRACK H. S. GIRLS TRACK -- TENNIS BASKETBALL	H. S. YEARBOOK	H. S. PLAYS -- MUSICALS	H. S. DEBATE	H. S. & M. S. CHEERLEADING	H. S. C. R. A.	M. S. DRAMA YEARBOOK
1	946	612	585	556	473	418	334	278	223	261	267	220
2	1010	654	616	588	499	449	366	299	250	278	289	240
3	1074	696	647	620	525	480	398	320	277	295	311	260
4	1130	738	678	652	551	511	430	341	304	312	333	280
5	1202	780	709	684	577	542	462	362	331	329	355	300
6	1266	822	740	716	603	573	494	383	358	346	377	320

ARTICLE XXII - MISCELLANEOUS PROVISIONS

- A. 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.
- B. 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.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. A new copy of Board policies shall be given to the Association secretary as will all new policies along with permission for the Association to duplicate these policies.
- F. It is recognized that some type of educational advisory committee will be established by the Board. This committee will review curriculum

ARTICLE XXII - MISCELLANEOUS PROVISIONS

continued -----

proposals or any other matters relating to the educational process as may be requested by the Board or instituted at other levels. The Association will be requested to select one person to serve on this committee and will notify the Superintendent as to the person selected.

G. Prior Experience

Teachers upon entering the school system after July 1, 1971 may receive up to full credit for outside teaching experience. Under no circumstances shall such credit be less than the full time teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. Nothing contained herein shall be construed to make this clause retroactive to any employee entering the school system prior to July 1, 1971.

H. The Superintendent will meet with representatives of the Association once every month and in the case of an emergency he will designate an alternate.

ARTICLE XXIII - TERM OF THIS AGREEMENT

This Agreement shall continue in effect thru June 30, 1973. No sooner than ninety (90) days prior to June 30, 1973 nor later than sixty (60) days prior to June 30, 1973 either party may request negotiation for any part of the total Agreement between the parties. Failure to request re-opening as provided will automatically extend this Agreement on a year to year basis.

COMSTOCK BOARD OF EDUCATION

COMSTOCK EDUCATION ASSOCIATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE

DATE

\_\_\_\_\_

\_\_\_\_\_