

Calhoun

1978 - 1980

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made by and between CLIMAX-SCOTTS COMMUNITY SCHOOL DISTRICT No. 31, Kalamazoo and Calhoun Counties, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and the KALAMAZOO COUNTY EDUCATION ASSOCIATION (hereinafter called the "Association");

WITNESSETH:

1. Purpose. The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the teachers for the mutual benefit of the public, the Employer, the Association, and the teachers.

2. Recognition. The Employer recognizes the Association as the sole and exclusive collective bargaining representative for all K-12 teachers employed for the regular school year provided, however, that such recognition shall not bar the Employer from negotiating during the contract period with such representatives as may hereafter be selected by the teachers to represent them during the next contract period in accordance with rules promulgated by the Michigan Employment Relations Commission.

PROFESSIONAL DUTIES

3.1 Contract Period. The number of work days shall be as set forth in the School Calendar, provided, however, that the Employer, after consultation with the Association, may modify or extend the School Calendar in order to comply with membership day or other requirements imposed by state law or regulations.

3.2 Professional Services. A teacher shall perform such professional duties as assigned by the Employer, subject to the provisions of this Agreement and the following conditions and limitations;

3.21 Elementary Classroom Teachers. A teacher regularly assigned as an elementary classroom teacher shall be entitled to receive:

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- A. A duty-free lunch period of thirty (30) consecutive minutes each day.
- B. Five (5) thirty-minute planning-conference periods, or the equivalent, for each full week of instruction, but not including recess periods.

3.22 Secondary Classroom Teachers. A teacher regularly assigned as a secondary classroom teacher shall be entitled to receive:

- A. A duty-free lunch period of thirty (30) consecutive minutes each day.
- B. Five (5) planning-conference periods of approximately fifty-five (55) minutes, or their equivalent, for each full week of instruction.

3.23 Dual Supervision. Any teacher assigned professional duties under more than one principal shall be supervised by and be responsible to each such principal with respect to the performance of the duties assigned to such teacher provided that:

- A. One (1) principal shall be designated to coordinate all of the activities and assignments of such teacher in order to avoid conflicts in scheduling, and the teacher shall be notified at the beginning of each school year of such designation, and
- B. The teacher shall be entitled to receive an evaluation from each principal.

3.24 General Professional Duties. Each teacher shall, to the extent required for the proper discharge of his professional obligations, participate in faculty, departmental and curriculum meetings; in-service training programs; homeroom assignments; student-teacher, parent-teacher, and administrator-teacher conferences; and such other professional activities as heretofore performed by the teachers or as may reasonably be required.

#### COMPENSATION AND BENEFITS

##### 4.1 Basic Compensation.

4.11 Compensation Schedule. The basic compensation of each teacher shall be as determined and set forth in Schedule "A".

4.12 Professional Experience. The Employer shall place new professional employees on such step as professionally indicated by reason of education, experience (including military service and vocational experience), and past professional performance.

4.13 Academic or Certification Advancement. Academic or certification advancement shall be made at the beginning of the first semester following such advancement, provided that the teacher shall submit verification of such advancement not later than thirty (30) days after the beginning of the semester.

4.14 Salary Steps. A teacher shall advance to the next salary step automatically upon the satisfactory completion of each two (2) semesters of instruction.

A teacher shall not advance to the next salary step if, prior to the time for such advancement, the Employer shall give the teacher a definite written statement of unsatisfactory service. For the purpose of this provision, unsatisfactory service shall include the failure of a teacher to maintain the minimum professional standards herein set forth, the material breach by the teacher of his individual contract of employment or the provisions of this Collective Bargaining Agreement. The teacher shall be entitled to file a written reply and shall have the right to a private or public hearing before the Employer, if requested within fifteen (15) days after receipt of such notice of unsatisfactory service.

4.2 Additional Compensation. A teacher shall be entitled to receive additional compensation as follows:

4.21 Student Activities. Compensation for student activities shall be paid as set forth in Schedule "B".

4.22 Substitute Instruction. A teacher required to serve as a substitute teacher shall receive for each period of instruction compensation as set forth in Schedule "A".

4.23 Extended Contract Period. A teacher required to work in excess of the contract period hereinbefore set forth shall be entitled to a proportionate increase in compensation.

4.24 Professional Assignments. The Employer may provide additional compensation for professional assignments requiring additional professional responsibility, effort or skill. The amount of such compensation shall be determined by the Employer and the additional compensation shall terminate upon the completion

of the assignment. A written record of any compensation paid under this provision shall be maintained during the contract year and shall be available for inspection by authorized representatives of the Association.

4.3 Transportation and Reimbursed Expenses. A teacher regularly using his motor vehicle in the course of discharging his professional assignment may be paid a lump sum by the Employer. Reimbursement for other transportation shall be at a uniform rate, which rate shall not be less than fifteen (\$.15) cents per mile. Except in the case of an emergency, the Employer shall not be required to reimburse a teacher for transportation or other expenses if prior authorization is not obtained. The Employer shall have the right to provide transportation in lieu of reimbursement or to require as a condition of reimbursement proof of insurance and a safety inspection.

4.4 Fringe Benefits. The Employer shall provide fringe benefits as set forth in Schedule "C".

4.5 Terminal Pay. Terminal pay shall be paid as set forth in Schedule "D", provided that this provision shall give no vested right to any teacher to such terminal pay, and provided further that a teacher's right to terminal pay shall be governed by the terminal pay provision, if any, set forth in the Collective Bargaining Agreement in the year of retirement.

4.6 Pay Periods. The basic salary shall normally be paid in twenty-six (26) installments, plus additional compensation, if any, provided, however, that if a teacher shall prior to April 1 provide the Employer a definite written statement that he will not return for the next school year, he shall be entitled to receive the unpaid portion of his compensation upon the satisfactory completion of his current professional assignment, and provided further that a teacher may elect to be paid such basic salary in twenty (20) installments if such election is made in writing to the Employer on or before the first work day of a school year.

4.7 Deductions. The Employer shall establish a procedure for the deduction of membership dues of the Association, the Michigan Education Association, the National Education Association, the School Employees Credit Union, and such other deductions as may be required by law or be mutually agreed upon. Except as otherwise permitted by law, all deductions shall require the prior written approval of the teacher.

#### AUTHORIZED ABSENCE

Since the absence of a teacher generally has an adverse effect on the quality of the educational program, imposes increased

responsibilities on other members of the professional staff, and increases costs, it is the responsibility of each teacher to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the professional responsibility of a teacher nor to provide a form of additional compensation. Rather, they are intended to meet the legitimate humanitarian and professional needs of a teacher in a manner consistent with requirements of the educational program and they shall be so applied and interpreted.

## 5.1 Sick Leave.

### 5.11 Use. Sick leave may be used for:

- A. Any physical or mental condition which disables a teacher from rendering professional services, excluding any condition compensable by Workmen's Compensation, or resulting from other employment. Sick leave may be used for disability resulting from pregnancy to the extent expressly required by law.
- B. Any communicable disease which would be hazardous to the health of students or other employees.
- C. Physical examinations, medical, dental, or other health treatment which cannot be scheduled outside of the teacher's regular work day.
- D. The illness of a member of the immediate family provided that such leave shall be limited to the use of five (5) days per year from sick leave accumulated from a prior year and shall be taken only to the extent that the presence of the teacher is reasonably required. For the purpose of this provision, the term "immediate family" shall mean any person who is a regular member of the household of the teacher.

5.12 Number of Days. Each teacher shall be credited at the beginning of each school year with ten (10) days of sick leave with pay.

5.13 Used Days. Sick leave shall be allocated in hourly increments unless the Employer shall otherwise agree, shall be charged against work days only and shall cease to accumulate and shall not be used by a teacher during such period as a teacher is on a leave of absence, laid off, or otherwise not regularly provided services to the Employer. Sick leave benefits shall not be paid in addition to long-term disability benefits or Workmen's Compensation.

5.14 Unused Days. Unused sick leave may accumulate up to a maximum of sixty-five (65) days. If employment is terminated, any accumulated sick leave shall be canceled and the teacher shall not be compensated either in terminal pay or otherwise. If a teacher shall not complete the contract period, the Employer shall be reimbursed for any days or fractions of days, used in excess of the proportionate leave days earned as of the termination date. The amount of unused sick leave shall be certified at least each twelve (12) months.

5.15 Verification. Verification by competent medical authority may be required.

5.2 Business Leave. A teacher shall be allowed up to two (2) days each school year with pay for business leave which shall be granted in accordance with the following guidelines, namely:

5.21 Business leave shall be used for legitimate business, religious, or family obligations which cannot reasonably be scheduled outside of the regular work day. It shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation, or other similar purpose.

5.22 A request for business leave shall be made in writing at least forty-eight (48) hours in advance, except in an emergency.

5.23 The procedure for the granting of business leave shall:

- A. Consider the staffing requirement of the School District and the professional responsibilities of the teacher.
- B. Provide that the written request for business 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 a leave shall be required.

5.24 Business leave days shall be allocated in hourly increments and shall not accumulate.

5.3 Jury Leave. A teacher shall be entitled to leave with pay less any fees paid, for jury service, provided, however, if the Employer determines that the absence of a teacher will materially

interfere with the instructional program, the Employer shall have the right to request that the teacher be excused or have such service rescheduled to a time which does not conflict with the discharge of his professional responsibilities. The teacher shall return to his duties whenever his attendance in Court is not actually required.

5.4 Funeral Leave. A teacher shall be entitled to receive up to three (3) days' leave with pay due to the death of his spouse, mother, father, child, stepchild, brother, sister, grandparent, or his current mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent-in-law, or anyone who permanently resides with the teacher to the extent reasonably required to attend the funeral of the deceased person. Up to two (2) additional days deducted from accumulated sick leave may be granted with prior approval of the Employer.

5.5 Meritorious Leave. The Employer may grant a leave of absence upon the request of a teacher for reasons of general health, adoptions, family emergencies, further education, or for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:

- A. The past performance of the teacher;
- B. The staffing needs and other requirements of the Employer;
- C. The length of service of the teacher and the probability that the teacher will return to the service of the Employer; and,
- D. The purpose or purposes of the leave.

Leave may be with or without pay and the terms of the leave, including credit on the salary schedule, if any, shall be mutually agreed upon by the teacher and the Employer prior to the commencement of such leave. No leave shall be denied by the Employer which might reasonably impair the physical or mental health of a teacher. A leave pursuant to this provision shall not be terminated early without the prior permission of the Employer.

ASSOCIATION RIGHTS AND RESPONSIBILITIES

6.1 Association Rights. The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

6.11 The use of teacher mailboxes and a designated bulletin board in each building for the purpose of giving notice of meetings, elections, the results of elections and related matters.

6.12 The use of school buildings at reasonable hours for meetings, and the use of school equipment (including typewriters, duplicating equipment, adding machines and audio-visual equipment) 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.

6.2 Association Responsibilities. The Association, having been recognized as the exclusive bargaining agent for teachers, agrees that:

6.21 It will make every reasonable effort not to permit or allow the teachers or any state or national association to cause any slow down, deviation from the teaching schedule, or other device, of any nature whatsoever, designed to be used as a means of coercing the Employer to accept any demands or adjust any grievances relating to wages, hours, or other terms and conditions of employment, either during or after the contract period.

6.22 It will use its best efforts to help correct breaches of professional performance or conduct including, but not limited to, failure to maintain satisfactory teaching standards, willful insubordination, abuse of leave privileges, and chronic tardiness or absenteeism.

LAY-OFFS AND RECALL

7.1 Determination. The Employer is authorized to lay-off and recall teachers in accordance with the following provisions:

7.11 The least senior teacher shall be laid off first so long as the Employer shall determine that the remaining teachers are certified and qualified to provide the necessary skills to maintain a quality educational program.



7.12 Teachers shall be recalled in the inverse order of lay-off provided that the Employer determines that a teacher to be recalled is certified and qualified for the position, and provided further that the obligation of the Employer to recall a teacher shall terminate eighteen (18) months following such lay-off.

7.13 The Employer shall notify the Association of any lay-off and the names of those affected prior to its implementation.

7.2 Compensation. No compensation or benefits shall be paid while a teacher is on lay-off.

#### EVALUATION

It is the right and responsibility of the administrative staff to evaluate the performance of teachers and to visit classrooms for purposes of observing, evaluating, and promoting the educational program. The Employer shall adopt written policies for the evaluation of teachers which shall conform with the following guidelines:

- A. Formal evaluations shall be conducted openly and with the full knowledge of a teacher, and a copy of the current evaluation form shall be made available to each teacher.
- B. Evaluations shall be primarily used for the purpose of assisting each teacher to improve his professional performance. For such purpose, every reasonable effort shall be made to keep each teacher apprised of his performance from time to time and each written evaluation shall be followed within a reasonable time by a post-evaluation conference.
- C. At the time of the post-evaluation conference, the teacher shall be furnished a copy of the completed evaluation. Within ten (10) work days following the post-evaluation conference, a teacher may file a written statement concerning the evaluation and/or the conference. A copy of the evaluation together with any written statement by a teacher pertaining to either the evaluation or the conference, or both, shall be filed in the teacher's Personnel File.

- D. Probationary teachers shall be formally evaluated at least twice during each full year of employment. Tenure teachers shall be evaluated at least once every two years. The Employer may provide for such additional and other evaluations as it shall determine to be necessary for the proper conduct of the educational program.

#### TEACHER RIGHTS AND RESPONSIBILITIES

9.1 Professional Standards. The parties recognize that it is not desirable to interfere with the private and personal conduct of a teacher except when such conduct may adversely affect the performance of a teacher, or shall interfere with the proper conduct of the educational program. The parties further recognize that the failure of any teacher to adequately discharge his professional responsibilities places an unfair burden on other members of the faculty and makes more difficult the achievement of the educational goals of the Employer. Although the parties acknowledge the difficulty of completely and precisely defining the professional responsibilities of each teacher, it is recognized that the responsibilities include at least the following:

9.11 General Competence. A teacher shall maintain such level of professional competence as may be required to adequately discharge his professional responsibilities.

9.12 Preparation for Professional Assignments. Adequate prior preparation for a professional assignment is essential. Such preparation includes the development of lesson plans, teaching aids or such other materials as may be necessary for the planning, preparation, presentation and review of the instruction to be presented by the teacher or as may be required by a substitute teacher.

9.13 Student Discipline. A teacher shall maintain such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.

9.14 Conferences. A teacher shall be reasonably available for consultation with students, parents, members of the professional staff and others.

9.15 Student Evaluation. Each student shall be fairly and impartially evaluated in accordance with guidelines established from time to time by the Employer for the evaluation of students.

9.16 Rules and Regulations. The responsibility of a teacher for the enforcement of the rules and regulations of the Employer is not limited to the teacher's classroom. A teacher shall assist in the enforcement of such rules and regulations of the Employer as may be from time to time promulgated and shall comply with all applicable laws, regulations, policies and directives which are not contrary to law or to the terms of this Agreement.

9.17 Safety of Students. A teacher shall make every reasonable effort to protect students 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 Employer which may reasonably cause injury to persons or property.

9.18 False Official Statements. A teacher shall not knowingly withhold or misrepresent material information concerning the teacher's professional qualifications or the discharge of his professional duties.

9.2 Personnel Files. A teacher shall have the right, upon reasonable prior request, to review the contents of his personnel file. A representative of the Association may accompany the teacher at the request of the teacher. The files shall be reviewed in the presence of an administrator responsible for the safe keeping of the file. The credentials and references of the teacher shall not be subject to review.

9.3 Legal Services. The Employer shall establish a written procedure to furnish the services of an attorney selected by the Employer at its expense to advise a teacher as to any claim against the teacher for injuries to persons or property allegedly caused by the negligence of a teacher while in the course of his employment and while acting within the scope of his authority.

9.4 Discipline. The Employer agrees to follow a policy of progressive discipline which minimally includes an oral or written warning, oral or written reprimand, suspension with or without compensation or benefits, or discharge. In recognition of the concept of progressive discipline, the Employer shall notify the teacher in writing of alleged delinquencies, specify expected correction, and establish a reasonable period for correction. No teacher shall be disciplined without just cause and any such discipline shall be subject to the Claim Enforcement Procedure. A teacher shall be advised of his right to have a representative of the Association present during any disciplinary proceeding.

CONTRACT ENFORCEMENT PROCEDURE

10.1 Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement which has not been resolved through the use of normal administrative procedures.

10.2 Review Levels.

10.21 Informal Adjustment. Prior to filing a written claim, the claimant shall meet with the party or the teacher against whom such claim is to be asserted for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the claimant reasonably should have known of the event.

10.22 Written Claim. If the claim is not satisfactorily resolved at the informal conference, the claimant shall have ten (10) days within which to file a written claim, which claim shall include

- A. An identification of the claimant(s);
- B. The facts upon which the claim is based;
- C. The applicable portion(s) of the Agreement allegedly violated;
- D. The specific relief requested;
- E. The date of the claim; and
- F. The signature of the claimant.

A reply shall be filed within twenty (20) days from the receipt of the written claim.

10.23 Formal Conference. If the reply is not satisfactory and a request is made within ten (10) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The purpose of the formal conference shall be to seek a positive and constructive disposition of the claim and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the claim shall be in writing. If the parties are unable to reach agreement, the party or teacher against whom the claim is filed shall file a reply within twenty (20) days after the completion of the formal conference.

10.24 Professional Advisory Committee Hearing. If the claim is not satisfactorily resolved at the formal conference, the claim shall be submitted to the Professional Advisory Committee if a request is made within fifteen (15) days from the receipt of the formal conference reply. The hearing shall be conducted in accordance with rules established by the Committee.

10.25 Mediation Hearing. If the claim is submitted to mediation pursuant to Section 11.41 D and the parties are unable to reach an amicable settlement of the claim by mediation after a reasonable time, the mediator shall have the right to submit his recommendations in writing, which recommendations shall be advisory.

### 10.3 General Procedures.

10.31 Definitions. As used in this Article the word

- A. "Claimant" means a party or teacher filing the claim. If a claimant is a teacher, the teacher shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
- B. "Event" means the act or omission which the claimant alleges violates one or more provisions of the Agreement.
- C. "Day" means a calendar day except a Saturday, Sunday or a scheduled holiday or vacation period occurring during the school year.

10.32 Form of Action. All claims, replies and requests shall be in writing and shall be filed with each party.

10.33 Exclusions. The claim procedure shall not apply to

- A. Any claim by any teacher who desires to assert his legal right to present such claim directly to his Employer and have it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.
- B. The failure to re-employ a probationary teacher on the expiration of the teacher's individual contract of employment.

- C. Any claim in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have one (1) remedy only.
- D. Any provision of this Agreement which contains an express exclusion from this procedure.

10.34 Withdrawals and Denials. Any claim or request for advancement to the next claim level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn.

10.35 Place of Proceedings. All proceedings shall be held on the Employer's premises.

#### PROFESSIONAL ADVISORY COMMITTEE

11.1 Purpose. It is the objective of the parties:

- A. To improve the communications between the Employer and the teachers.
- B. To provide for appropriate participation by teachers in the development of recommendations for the consideration of the Employer in all areas in which the teachers have a professional responsibility.
- C. To provide a method for professionally adjusting disputes which may arise under the Agreement and which have not been satisfactorily resolved through the Contract Enforcement Procedure.

There is therefore established an advisory committee to be known as the "Professional Advisory Committee." The Committee shall not have the power or authority to negotiate or enter into an agreement involving any substantive change in the Collective Bargaining Agreement.

11.2 Committee Composition. The Association shall select an elementary teacher from each of the two elementary schools and a secondary school teacher. The Employer shall also appoint three

regular members, at least one of whom shall be a member of the Board of Education. The President of the Association and the Superintendent shall not be regular members but may participate on behalf of either party, together with such additional representatives as the parties may desire at such times and for such purposes as may facilitate the achievement of the objectives of the Committee. Members of the Committee shall participate in its proceedings as individuals and without regard or identification with the appointing party.

**11.3 Rules and Procedures.** The Committee shall establish its own rules and procedures provided that the Committee shall

- A. Meet not less frequently than once each month during the school term, unless both parties shall otherwise agree.
- B. Designate a secretary, who need not be a member of the committee. The secretary shall prepare minutes for each meeting and furnish a copy of such minutes to each member of the Committee and to each party.
- C. Designate a chairperson, who need not be a member of the Committee. If the parties are unable to agree on a chairperson, each party shall designate a chairperson, which chairpersons shall preside at alternate meetings.
- D. Establish from time to time such subcommittees as it may deem appropriate, provided that at least one member of the Committee shall be a member thereof.

**11.4 Claim Resolution Procedure.** The Committee shall consider any claim concerning the interpretation of this Agreement which has not been resolved by means of the Contract Enforcement Procedure, provided that the claim is submitted to the Committee within fifteen (15) days from the receipt of the formal conference reply in accordance with Article 10.24.

11.41 Any such claim shall be heard and adjudicated in accordance with the following guidelines:

- A. If a claimant is a teacher, the teacher shall have the right to personally attend the hearing and/or have an authorized representative present.

- B. The hearing shall be conducted in accordance with rules established by the Committee.
- C. The Committee shall make its recommendations in writing. A copy of such recommendations shall be given to each party within thirty(30) days from the conclusion of the hearing. If the recommendations of the Committee are not unanimous, any member of the Committee shall have the right to attach to the recommendations of the Committee the recommendations of such member or members.
- D. If the claim is not satisfactorily resolved by the Professional Advisory Committee, the Claimant may request mediation by the State Mediation Service provided that such request is made within fifteen(15) days from the receipt of the recommendations of the Committee. Mediation shall be conducted in accordance with Section 10.25.

#### NEGOTIATIONS

12.1 Rules. Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that all proceedings shall be closed to the public.

12.2 Negotiators. Neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District; however, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make and consider proposals. No agreement between the parties shall be effective until it has been approved by the parties.

12.3 Renegotiation. The negotiation of a new agreement shall begin upon written request of either party made not more than ninety (90) days prior to the expiration of this Agreement.



CONTRACT ADMINISTRATION

13.1 Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

For the purpose of this Agreement,

13.11 Teacher. Teacher shall mean all K-12 certified classroom teachers, excluding Teachers' Aides, the Superintendent, Assistant Superintendent, Principals, Assistant Principals and all other administrative and clerical positions.

13.12 Part-Time Teacher. Part-Time teacher means a teacher regularly employed under contract for less than a full work week and/or a full work day. The fringe and leave benefits of a part-time teacher shall be substantially proportionate to the number of hours employed per week.

13.13 Captions. Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.

13.14 Masculine Includes Femine. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

13.15 Schedule Modification. The Employer may alter the work schedule to the extent that the Employer determines necessary to comply with applicable local, state, or federal laws and regulations; the availability of utilities; or for other circumstances beyond the control of the Employer.

13.16 Subordination. Any individual contract or letter of agreement between the Employer and a teacher for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.

13.17 Prior Practices. This Agreement shall supersede any existing rules, regulations, or practices of either party which are contrary to or inconsistent with its terms.

13.18 Right to Modify. The rights of either party or of a teacher to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in the course of subsequent negotiations, by mutual agreement. Any benefit set forth in this Agreement shall be subject and subordinate to any such subsequent change.

13.19 Seniority. The Employer shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association at least once each year. The names of all teachers in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same service date, their social security numbers shall be used in determining their respective positions on the seniority list, with the teacher having the lowest number being assigned first to the seniority list. The service date is the date when the teacher first provided services for the Employer after the last interruption of service, if the teacher has been employed more than once by the Employer. A break in service of not more than eighteen (18) calendar months or an authorized leave of absence shall not be an interruption of service but such period shall not be included in the determination of the total amount of seniority except as required by law or the terms of a leave of absence shall otherwise provide.

13.2 Policies and Other Agreements. The Employer shall consult the Association prior to the adoption of any policy made pursuant to this Agreement and shall furnish the teachers a copy of any such policy thereafter adopted by it, including any amendments thereto, provided, however, that nothing in this Agreement shall limit the right of the Employer to adopt policies, initiate programs and enter into agreements with teachers or others for the performance of administrative duties or the rendering of other services which are not contrary to the terms of this Agreement.

13.3 Management Rights. 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, the right to manage and direct the operation and activities of the School District and to supervise the teachers is vested solely and exclusively in the Employer.

### 13.4 Association Representatives and Activities.

13.41 Association Representative. The Association shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

13.42 Association Activities. Except by the express agreement of the Employer, the performance of the duties of a teacher shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent an authorized representative of the Association from having such reasonable contact with members of the bargaining unit as shall be necessary to ascertain terms of this Agreement are being observed.

13.5 Non-discrimination. Each party agrees that it will not discriminate against any teacher by reason of the participation or non-participation of a teacher in the Association, the institution of any grievance or because of the age, race, creed, sex, marital status, or religion of any such teacher.

### MISCELLANEOUS PROVISIONS

14.1 Medical Examinations. The Employer may require a teacher to receive a physical and/or mental examination:

- A. Upon initial employment;
- B. Upon returning from a leave;
- C. To determine the existence of any condition which may impair the ability of the teacher to properly discharge the teacher's professional duties; or
- D. To determine the existence of any condition which may be detrimental to the health of the students or other persons.

If the Employer shall require a physical and/or mental examination pursuant to subsections B, C, or D it shall pay the cost thereof provided that the examining physician and/or medical facilities are satisfactory to it. The Employer shall either furnish facilities for T.B. tests or reimburse each teacher for such tests at a rate not to exceed that charged by the Kalamazoo County Health Department.

14.2 Scope. This Agreement, and the policies adopted pursuant to it, shall constitute the full and complete agreement between the parties and may not be modified without the mutual consent of the parties in a written agreement.

14.3 Distribution. Copies of this Agreement shall be duplicated at the expense of the Employer and one (1) copy shall be given to each teacher and administrator, and five (5) copies shall be given to the Association.

14.4 Term. This Agreement shall commence as of the date of its execution and shall continue in full force and effect until June 30, 1980.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of Sept 18, 1978.

KALAMAZOO COUNTY EDUCATION ASSOCIATION

CLIMAX-SCOTTS COMMUNITY SCHOOL DISTRICT, NO. 31

BY Michael A. Phillips  
Mike Phillips

BY Howard R. Simmons  
Howard R. Simmons

Its Chief Negotiator

Its President

BY James E. Claus, Jr.  
James E. Claus, Jr.

BY Gary C. Lipscomb  
Gary C. Lipscomb

Its President

Its Secretary

## CLIMAX-SCOTTS COMMUNITY SCHOOLS

SCHEDULE "A"1. Basic Compensation Schedule.

## Schedule A-1

## 1978-79 Basic Compensation

<u>Step</u>	<u>BA</u>	<u>MA</u>
1	10,000	10,825
2	10,425	11,250
3	10,850	11,675
4	11,275	12,100
5	11,700	12,525
6	12,125	12,950
7	12,550	13,375
8	12,975	13,800
9	13,400	14,225
10	13,825	14,650
11	14,250	15,075
12	14,675	15,500
13		15,925

## Schedule A-2

## 1979-80 Basic Compensation

<u>Step</u>	<u>BA</u>	<u>MA</u>
1	10,600	11,425
2	11,050	11,875

<u>Step</u>	<u>BA</u>	<u>MA</u>
3	11,500	12,325
4	11,950	12,775
5	12,400	13,225
6	12,850	13,675
7	13,300	14,125
8	13,750	14,575
9	14,200	15,025
10	14,650	15,475
11	15,100	15,925
12	15,550	16,375
13		16,825

2. Substitute Instruction. A regular teacher required to serve as a substitute shall be entitled to receive additional compensation at the rate of six (\$6.00) dollars for each period of instruction. This provision shall not apply if:

- a. Two or more teachers exchange classes.
- b. A teacher, having a free period because his students are gone, substitutes for another teacher.
- c. A teacher, having an extra period free because his students are gone, substitutes for someone else during his free period and takes his free period at a different time.

SCHEDULE B-1

## STUDENT ACTIVITIES - ATHLETIC

A. Coaching Positions.

<u>Position</u>	<u>Compensation (percent of BA Step 1)</u>
Varsity Football	8% plus 1% per year to 13%
Varsity Basketball	9% plus 1% per year to 14%
Varsity Baseball	7% plus 1% per year to 12%
Varsity Track	6% plus 1% per year to 11%
Varsity Golf	4% plus 1% per year to 9%
Girls Basketball	7% plus 1% per year to 12%
Assistant Girls Basketball	5%
Girls Track	6% plus 1% per year to 11%
Girls Volleyball	4% plus 1% per year to 9%
Assistant Girls Volleyball	3%
Girls Softball	4% plus 1% per year to 9%
Assistant Football	6% plus 1% per year to 10%
JV Football	5% plus 1% per year to 9%
JV Basketball	7% plus 1% per year to 11%
JV Baseball	4% plus 1% per year to 8%
Freshman Basketball	5% plus 1% per year to 9%
Junior High Basketball	5% plus 1% per year to 9%
7th Grade Basketball	5%
8th Grade Basketball	5%
Junior High Track	5%
High School Cheerleaders	8% plus 1% per year to 13%
Junior High Cheerleaders	4%
5th and 6th Grade Basketball	1%

B. Other Positions.

<u>Position</u>	<u>Compensation</u>
Bus Chaperone	\$10.00 per event

SCHEDULE B-2STUDENT ACTIVITIES - NON-ATHLETIC

<u>Position</u>	<u>Compensation (percent of BA Step 1)</u>
Newspaper	4%
Yearbook	6%
Play Director (excluding one act plays)	4% each play
Honor Society	2%
Forensics	6%
Band Director	10%
Choral Director	5%
<u>Class Sponsors</u>	
Seniors	5%
Juniors	5%
Sophomores	3%
Freshmen	3%
8th Grade	\$10 each event
7th Grade	\$10 each event



SCHEDULE B-3

## ADMINISTRATION OF STUDENT ACTIVITIES

1. Club assignments and other positions or activities not hereinabove provided, or existing positions or activities to the extent that the scope or the responsibilities of a position or activity is increased, shall be compensated under Section 4.24 of this Agreement.

2. Job descriptions shall be developed for each assignment.

3. A teacher shall submit to the building principal for approval as soon as practicable after receiving an activity assignment a written statement setting forth:

- a. The goals to be achieved by the activity; and
- b. The general method to be used in the achievement of such goals.

Upon the completion of the assignment, each teacher shall submit a written statement to the building principal setting forth the extent to which the goals were achieved together with any relevant comments.

4. If more than one teacher handles a single assignment, the compensation shall be divided by agreement between the teachers prior to the commencement of the activity so that the total compensation shall not exceed the amount allotted to such assignment.

5. If a second sponsor is required by the school for an event, and only one sponsor has been assigned to the student activity, the second sponsor shall be paid \$10.00 for such event. The compensation of a substitute shall be deducted from the Sponsor's pay.

6. Compensation for athletic activities shall be paid as the assignment is being performed. Compensation for non-athletic activities shall be paid when the assignment has been completed except as the Employer and the teacher shall otherwise agree.

7. The Board shall have the option to hire a coach new to the system at any percent level that his experience and training indicate provided that the starting percent does not fall below or above the minimum or maximum on the schedule. Once the starting percent has been set, it will increase at the schedule rate up to the maximum.

SCHEDULE C

## FRINGE BENEFITS

1. Workmen's Compensation.

Any employee who receives a compensable injury shall receive such compensation and expenses as are prescribed by the Workmen's Compensation Law of the State of Michigan.

2. Long Term Disability.

Each teacher shall be eligible to receive income protection for life in the event of total disability, and to age 65 for sickness. This protection is a long term disability insurance program subject to the conditions and limitations of the policy chosen by the School.

## General Benefits:

- a. Maximum benefit of 60% of the teacher's salary, but not to exceed \$1,000 per month.
- b. Benefits payable to age 65 for sickness, lifetime for accident.
- c. Benefits are paid after a 90 day calendar waiting period.

The actual benefits paid shall be as set forth in the master policy anything to the contrary herein notwithstanding.

3. Medical, Hospital and Surgical Insurance.

A. 1978-79. The Employer shall provide medical, hospital and surgical insurance for each full-time teacher, without options, with a carrier selected by the Employer as follows:

<u>Insured</u>	<u>Monthly Premium Contribution</u>
	10/1/78 - 6/30/79
Self	\$39.94
Self and Spouse or Children	\$89.28
Self, Spouse and Children	\$98.22

B. 1979-80. Subject to the provisions hereinafter set forth, each full-time teacher shall have the right to select one (1) of the following plans, namely;

Plan One. The Employer agrees to contribute towards the purchase of medical, hospital and surgical Insurance, with a carrier selected by the Employer, as follows:

<u>Insured</u>	<u>Monthly Premium Contribution</u>
	7/1/79 - 6/30/80
Self	\$43.93
Self and Spouse or Children	\$98.21
Self, Spouse and Children	\$108.04

Plan Two. The Employer will contribute to each teacher not electing Plan One or having a spouse electing Plan One a sum not to exceed the premium contribution for an individual teacher for the purchase of one or more of the following insurance options:

- a. Supplemental Term Life Insurance.
- b. Short-Term Disability Income Insurance.
- c. Hospital Confinement Indemnity Insurance.
- d. Survivor Income Insurance.
- e. Dependent Life Insurance.
- f. Any other option which provides health, accident, disability or life protection but expressly excluding liability or casualty insurance for motor vehicles, real or personal property, etc.

The aforesaid insurance benefits shall be subject to the following limitations and conditions, namely;

1. Carrier. The carrier selected by the Employer for the term of this Agreement is MESSA. The insurance plan selected is Super Med.

2. Contribution Limits. For the 1979-80 contract year (7/1/79 - 6/30/80) the Employer's monthly contributions shall not exceed the amounts stated.

3. Duration of Coverage.

A. If a teacher provides professional services for the entire school year, the Employer's insurance contributions shall extend for twelve (12) calendar months.

B. If a teacher provides professional services for less than a full school year and is returning for the next school year, the Employer's insurance contributions shall be reduced pro rata.

C. If a teacher provides professional services for less than a full school year and is not returning for the next school year, the Employer shall contribute only for those months that professional services were rendered.

4. Part-Time Teachers. The contributions of the Employer for part-time teachers shall be in the same proportion as the compensation of such part-time teacher bears to the compensation of a full-time teacher in the same salary classification, provided, however, the Employer shall not be required to make any contribution if the teacher shall not be eligible for such group insurance benefits.

5. Cooperation. The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in double coverage with no reasonable benefit to the insured.

SCHEDULE D

## TERMINAL PAY

Terminal pay shall be based on a percent of the BA base at the time of retirement, the age of retirement, and the years of service in the Climax-Scotts Community Schools.

## TERMINAL PAY CHART

The numbers represent the percent of the BA base that a teacher will receive on retirement at a given age, for a given number years of service in the Climax-Scotts School system.

YEARS OF SERVICE:	1	2	3	4	5	6	7	8	9	10
60	0	0	0	0	0	1%	2%	3%	4%	5%
61	0	0	0	0	1%	2%	3%	4%	5%	6%
62	0	0	0	1%	2%	3%	4%	5%	6%	7%
63	0	0	1%	2%	3%	4%	5%	6%	7%	8%
64	0	1%	2%	3%	4%	5%	6%	7%	8%	9%
65	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made as of the date hereinafter set forth, by and between CLIMAX-SCOTTS COMMUNITY SCHOOL DISTRICT NO. 31, KALAMAZOO AND CALHOUN COUNTIES, MICHIGAN, acting by and through its Board of Education (hereinafter called the "Employer") and the KALAMAZOO COUNTY EDUCATION ASSOCIATION (hereinafter called the "Association");

WITNESSETH:

PART A

Factual Background

1. The Employer and the Association executed a Collective Bargaining Agreement on or about September 18, 1978, which Agreement will remain in full force and effect until June 30, 1980.
2. The parties to the Agreement wish to clarify the implementation of Section 4.6, Pay Periods.

PART B

Agreement

The parties agree as follows:

1. Except as hereinafter provided, the basic salary of each teacher shall be paid in bi-weekly installments in accordance with the following schedule:

1978-79: Twenty-six (26) installments beginning September 8, 1978 and ending August 24, 1979.

1979-80: Twenty-seven (27) installments beginning September 7, 1979 and ending September 5, 1980.

2. A teacher electing to be paid his basic salary in accordance with the second proviso of Section 4.6 shall be paid in bi-weekly installments in accordance with the following schedule:

1978-79: Twenty-one (21) installments beginning September 8, 1978 and ending June 15, 1979.

1979-80: Twenty (20) installments beginning September 21, 1979 and ending June 13, 1980.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of OCTOBER 11, 1978.

KALAMAZOO COUNTY EDUCATION  
ASSOCIATION

By James P. Clawson  
Its President

By Mary Ann Blake  
Its treasurer

CLIMAX-SCOTTS COMMUNITY SCHOOL  
DISTRICT, NO. 31

By W.R. Simmons  
Its President

By Gary C. Lipscomb  
Its Secretary