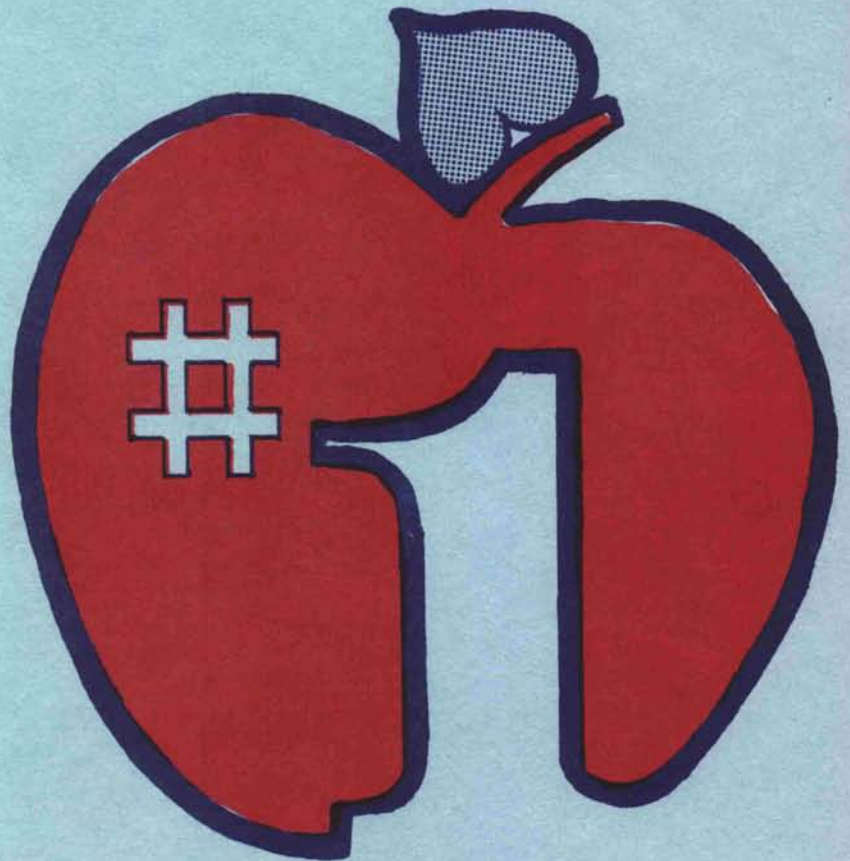


8/31/92

Comstock Public Schools
Teacher Agreement

1989 - 90 ~ 1990 - 91 ~ 1991 - 92



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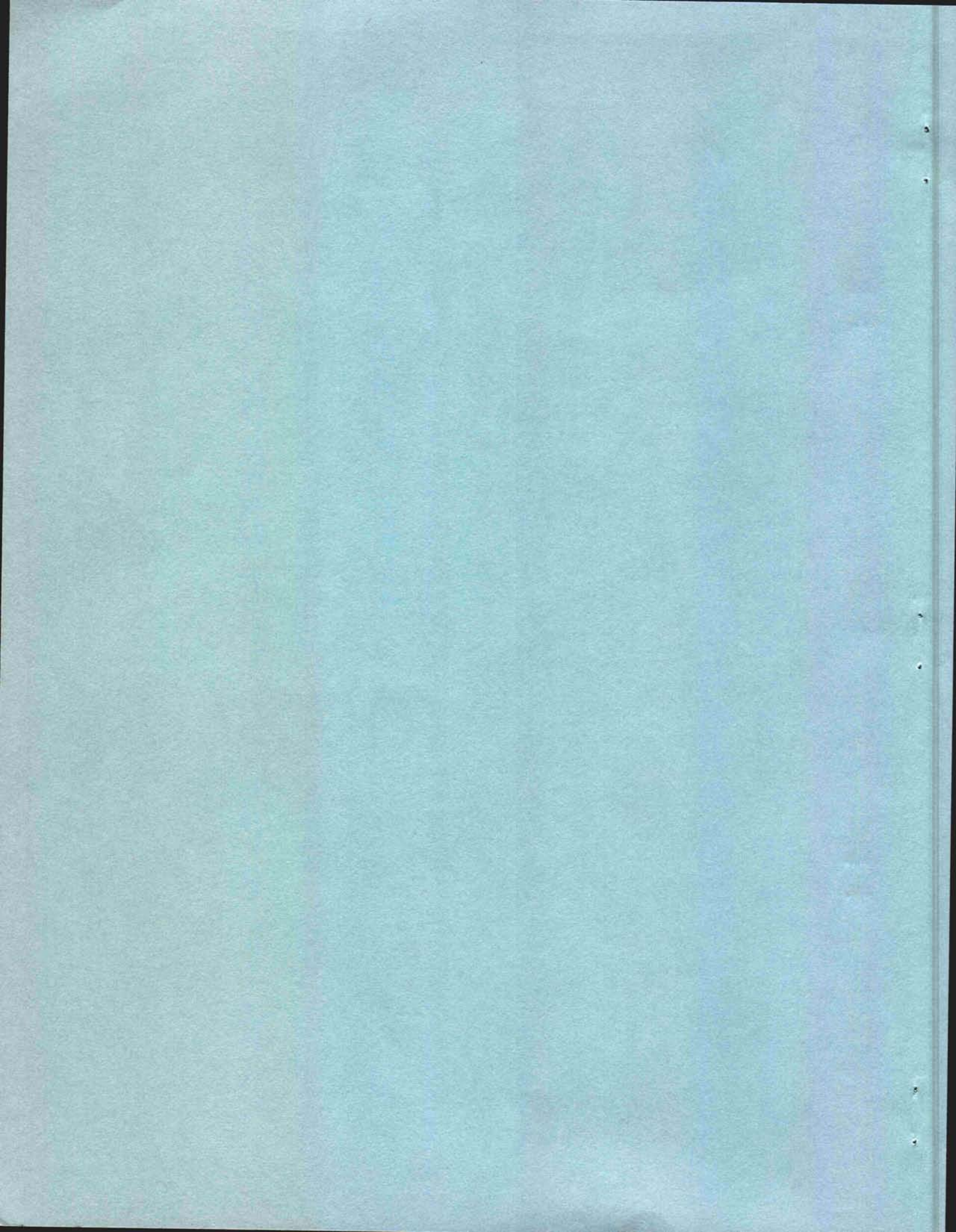
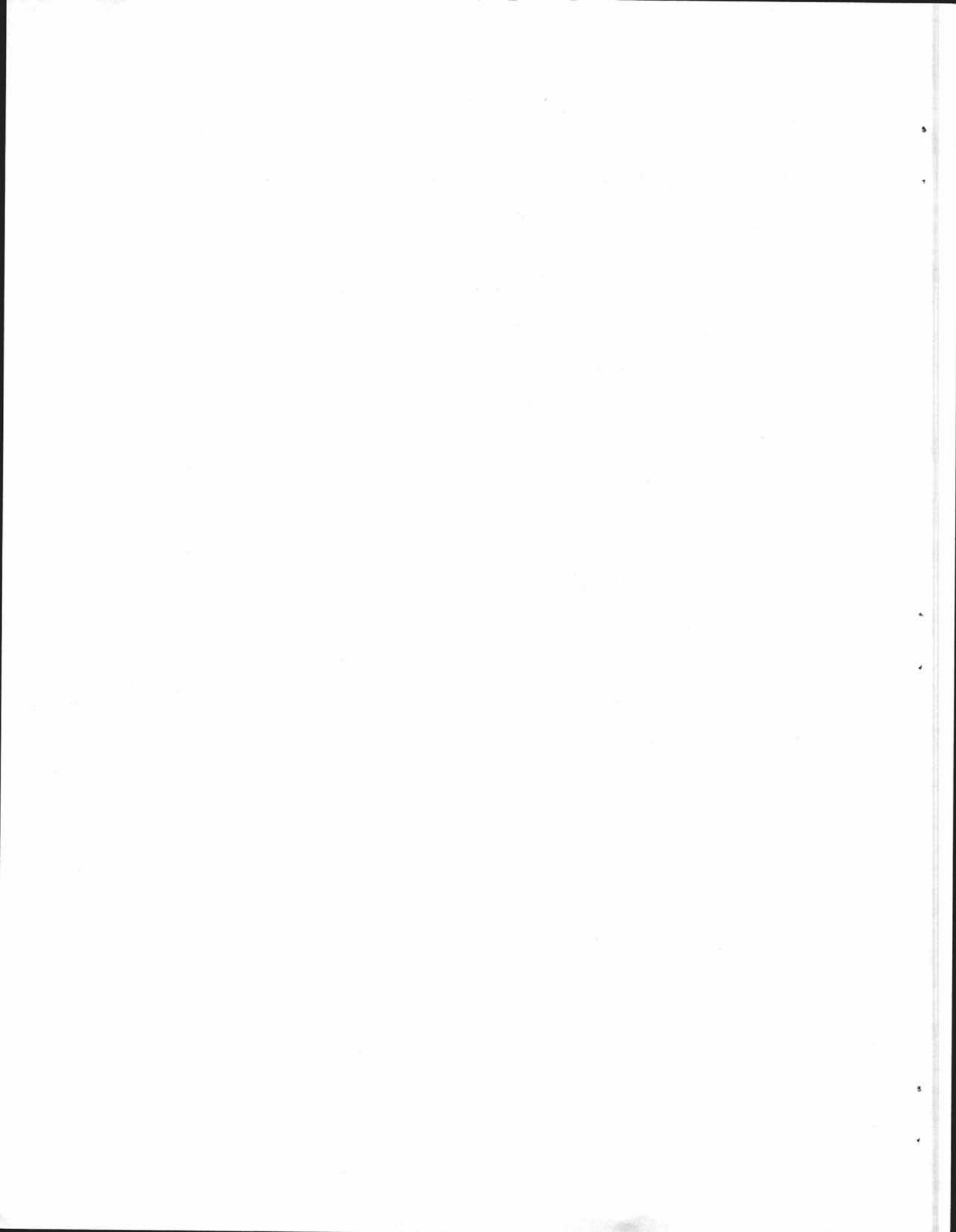


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A G R E E M E N T

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

W I T N E S S E T H:

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - RIGHTS OF THE BOARD OF EDUCATION

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

ARTICLE 3 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

3.11 **Facilities and Equipment.** The use of school buildings, at reasonable hours for meetings, bulletin board space for the posting of notices in teacher lounges, and the use of school equipment in accordance with applicable School Board policies, provided that it shall pay the reasonable cost of any required labor, materials, or supplies, and for any damage, and provided further, that such use shall not interfere with the primary educational use of such facilities or equipment.

3.12 **Association Check-off.** Each teacher may authorize in writing the deduction of Association dues in September of the school year or within thirty (30) days of their employment, whichever shall last occur. The dues shall be deducted from the pay check of each employee in nineteen (19) equal installments commencing with the second check following the start of school. The Board shall deduct the authorized amounts and transmit the total deductions to the Treasurer of the Association together with a list of each teacher for whom deductions were made.

3.13 **Financial Responsibility.** Any teacher who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay a Service Fee to the Association. Such Service Fee shall be that amount of the regular dues assessment which is spent bargaining for and administering the contract. The teacher may authorize payroll deduction for such fee in the same manner as provided for in the preceding Section. In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding Article, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

- A. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of notice of non-compliance and proof of service shall be attached to said charges.
 3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Teachers Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association in the processing of charges, agrees not to discriminate

between various persons who may have refused to pay the Professional Dues and/or Service Fee.

- B. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- C. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
 - 1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - 2. The Association has the right to choose the legal counsel to defend any said suit or action.
- D. This Article shall be effective as of September 1, 1976, and all sums payable hereunder shall be determined from said date.

3.14 Association Meeting. Faculty meetings which conflict with meetings of the Association shall not be scheduled on Wednesday after the conclusion of the work day except in the case of emergency.

3.15 Association Leaves. The Superintendent shall grant leaves of absence to Association members upon the request of the Association in accordance with the following guidelines, namely:

- A. The teacher will assure that adequate provision has been made to discharge classroom responsibilities properly.
- B. Except for good cause, request for a leave day shall be made in writing to the District not less than forty-eight (48) hours prior to the leave.
- C. The District shall not be required to grant leave for more than nine (9) teaching days during each school year.
- D. The Association shall reimburse the Board of the cost of substitutes.

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

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

ARTICLE 4 - TEACHER RIGHTS AND RESPONSIBILITIES

4.1 **Teacher Rights.** Each teacher shall have, in addition to all other rights expressly set forth herein or provided by law, the following rights:

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

- A. Evaluations shall be primarily used for the purpose of improving the effectiveness of each teacher. For such purpose, every reasonable effort shall be made to keep each teacher apprised of his/her performance on a continuing basis and each formal evaluation shall be followed within ten (10) working days by a conference between the administrator and the teacher.
- B. The teacher evaluation scale as approved and adopted by the Board shall be used for all formal evaluations subject to modification by the Board. The Association shall participate in any material modification of the aforesaid evaluation scale, shall have the right to make written recommendations to the Board concerning any such modifications and to the extent that such recommendations are not adopted, shall be entitled to receive a written reply stating the position of the Board prior to the implementations of any such changes.
- C. Formal evaluations shall be conducted openly and with the full knowledge of the teacher. Each teacher shall be furnished a copy of the current evaluation and shall thereafter be furnished any changes in the evaluation form prior to the first evaluation using such form.

Each teacher shall be furnished a copy of each completed evaluation.

- D. Probationary teachers shall be formally evaluated at least twice during each school year, the first evaluation to be within sixty (60) calendar days from the beginning of the school year or the date of employment, whichever shall last occur. Tenured teachers shall be evaluated at least once per a two school-year period. The Board may provide for additional evaluation as it shall determine to be necessary for the proper conduct of the educational program.

4.12 Personnel Files. The Board shall cause an official personnel file to be established and maintained for each teacher in accordance with the following guidelines:

- A. A teacher shall have the right, upon reasonable prior request, to review the contents of his/her personnel file. A representative of the Association may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of an administrator responsible for the safekeeping of the file. The credentials and references of the teacher shall not be subject to review.
- B. Formal evaluations shall not be made a permanent part of the personnel file until the teacher has had an opportunity to review such evaluation. Formal evaluations shall be completed prior to a teacher/evaluator conference, and the teacher will receive a copy at least one (1) hour prior to the conference.
- C. Teachers shall be given a copy of any materials placed in the personnel file which reflects on the character of the teacher's professional services. The aforementioned copy shall contain notation that is to be placed in the personnel file. If the teacher objects to all or any portion of such materials, the following procedures shall be followed namely:
 - 1. The teacher, together with a representative of the Association, if desired, shall have the right to meet with the Administrator or Administrators responsible for placing such materials in the personnel file, provided that the teacher requests such a meeting in writing within five (5) school days following receipt of the copy of the materials.

2. If the results of the meeting are not satisfactory to the teacher, and the Superintendent was not present at the meeting, the teacher and a representative of the Association, if desired, shall have the right to meet with the Superintendent, provided that the teacher requests such a meeting in writing within five (5) school days following the conclusion of the administrative meeting.
3. If the objectionable material is not withdrawn or modified in a manner satisfactory to the teacher as a result of the meeting with the Superintendent, the teacher shall have the right within ten (10) school days following the conclusion of the conference to have inserted in the personnel file a statement concerning such material, with a copy of the statement to be provided by the teacher to his/her immediate supervisor.
4. The above time limit shall not extend more than five (5) calendar days beyond the end of the school year.

4.13 Consortium. In determining to participate in any consortium, the District will meet and confer with the Association with regard to the consortium and any attendant consideration regarding wages, hours and working conditions of the teachers involved, the Association and its members. Such discussions shall continue as plans for the consortium develop with the intent that any such consortium be developed with the full support of the Association. All understanding regarding wages, hours and working conditions shall be reduced to a written agreement.

4.2 Professional Standards.

4.21 Standards. The parties recognize that the certification of a teacher and his/her contractual agreement constitute a continuing representation by the teacher that he/she is qualified to be entrusted with the responsibility for the education of students. Although the parties acknowledge the difficulty of completely and precisely defining the minimum acceptable professional standards for each teacher, it is recognized that they include at least the following:

4.211 General Competence. A teacher shall maintain such level of professional competence as may be required to adequately discharge his/her professional responsibilities which are within the scope of his/her certification.

4.212 Preparation for Professional Assignments. A teacher shall adequately prepare for the discharge of a professional assignment.

4.213 Performance of Professional Assignments. It is the responsibility of a teacher to work to stimulate the spirit of the inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling this obligation to the student, a teacher:

- A. Shall not without just cause restrain the student from independent action in his/her pursuit of learning, deny the student access to varying points of view, nor deliberately suppress or distort subject matter for which the teacher bears responsibility, nor seek to impose upon the student his/her own opinions.
- B. Shall direct the instructional material to the assigned subject matter and to matters which are reasonably related.
- C. Shall maintain with the cooperation of the Administration such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment. All disciplinary actions and methods invoked by a teacher shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of a teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt school operation.
- D. Shall have the assistance of the Board with respect to the maintenance of control and discipline in the classroom within the confines of school policies.

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

4.215 Parent-Teacher Conferences. Parent-Teacher conferences shall be included in the school calendar.

4.216 Student Evaluations. Each teacher shall hold high expectations for all students and shall evaluate each student fairly and impartially in accordance with evaluation scales established by the Board of Education in consultation with the Association.

4.217 **Rules and Regulations.** The responsibility of a teacher for the enforcement of the rules and regulations of the District is not limited to the teacher's classroom.

4.218 **Professional Conduct.** A teacher shall:

- A. Refrain from the use of his/her professional relationship with students for private advantage.
- B. Refrain from holding outside employment or engaging in activities which materially interfere with the performance of his/her professional assignments.
- C. Accept no gratuities, gift or favors that might impair, or appear to impair, his/her professional judgment nor offer any favor, service, or thing of value to obtain special advantage.
- D. Not knowingly withhold or misrepresent information concerning his/her professional qualifications.

4.219 **Safety of Students.** Every reasonable effort shall be made 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 District which may reasonably cause injury to persons or property.

4.22 **Just Cause.** No teacher shall be disciplined without just cause. The parties agree that the term "just cause" means that the person imposing the discipline must have a just and proper reason to cause the action to be taken against the staff member. The parties further agree that the cause for the disciplinary action must be reasonably related to the successful fulfillment of the District's purposes; however, it is not necessary that the District prove a harm to the District resulting from the conduct of the staff member.

- A. When a teacher is to be disciplined, the teacher shall be entitled to have a representative of the Association present at a meeting prior to the disciplinary action, if the teacher requests such representation. When disciplinary action is to occur, the teacher shall be so advised and informed of the right of representation. When a request is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- B. If discharge of a teacher (including denial of tenure, placement on a third year of probation, or demotion) is to be considered because of inadequacies observed in the

teacher's professional work with students, such action must minimally be preceded by :

1. One other observation by another administrator at the request of the teacher through the evaluation described in Article 3.
2. Clear direction that the teacher must improve and the consequences of failure to do so.
3. Adequate opportunity for the teacher to make improvements.
4. Assistance from administrators and school district resources to help the teacher improve.

ARTICLE 5 - PROFESSIONAL SERVICES

5.1 **School Year.** The number of student and teacher days shall be as set forth in the School Calendar. The Board, 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.

5.2 **Professional Duties.** The parties recognize that the commitment of a teacher cannot be measured merely by time and that all of the provisions hereinafter set forth are conditioned by the responsibility of each teacher to fully and completely discharge his/her professional responsibilities. The parties further recognize that many changes are occurring and will continue to occur in the field of education and that if a quality educational program is to be achieved, it is essential that the parties and the teachers maintain an attitude which will support innovation and change but will also assure that neither the teachers, the students, nor the School District will be unfairly treated. The compensation set forth in Schedule "A" for regular professional duties is based on the assumption that on the average a teacher will be on the school premises or at an approved duty connected facility for thirty-eight (38) hours during each regular school week. The scheduling of the thirty-eight (38) hours for each school will vary due to the differences in arrival and departure time of students. Teachers wishing to deviate from the scheduled arrival and departure time for teachers shall obtain approval from their building administrator. Policies scheduling instruction, professional duties and the work day shall be from time to time established by the Board and shall provide that:

5.21 **Planning Time and Lunch Periods.** All regularly assigned, full-time, classroom teachers, excluding kindergarten, shall receive during each full week of instruction:

- A. Two and one-half hours of duty-free lunch time (30 consecutive minutes.)
- B. Five preparation, conference periods of not less than 40 minutes each, one per day.

Special subject teachers (art, music and physical education) will receive a minimum of two hundred minutes preparation time per week.

- C. Kindergarten and Young 5 teachers shall have planning time of ninety (90) minutes per week per half day.

5.22 **Substitution for Other Teachers on Planning Time.** Whenever a secondary principal requests that a teacher substitute for another on planning time, such teacher shall be paid twenty (20%) percent of the then current daily rate paid to per-diem substitutes for each class period taught. This provision shall not apply when teachers agree to substitute for each other on their planning times.

5.23 **General Duties.** In addition to the regular professional duties performed during the regular school week, a teacher may be required to attend up to eight (8) hours of school meetings each month. Those meetings shall include curriculum, in-service, open house, parent-teacher conferences and staff meetings. When possible, teachers shall be given one (1) week's notice of any required meetings and shall be supplied with a proposed agenda specifying starting and ending times for the meeting.

5.24 **Part-Time Teachers.** The normal work week for part-time teachers shall be adjusted by the Board on an individual basis proportionately in accordance with the provisions of this Agreement.

5.25 **Student Teachers.** The acceptance of a student teacher supervisory assignment shall be voluntary. Any funds received by the District for placing of student teachers shall be used for in-service activities.

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

- A. **Class Size Criteria.** The establishment of student-teacher ratios are recognized as a useful reference point when used in conjunction with at least the other guidelines hereinafter set forth. The student-teacher

ratio for the average classroom computed on a building basis is as follows:

<u>Grade levels</u>	<u>Student-Teacher Ratio</u>
Young 5's	18 to 1
K-2	26 to 1
3-5	26 to 1
Middle School	27 to 1
High School	27 to 1

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

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

C. In the event a classroom exceeds the student/teacher ratio as defined in Section A above, at the request of the affected teacher(s), the Association representative, the affected teacher(s), and the appropriate Administrator(s) shall meet in an effort to remedy the overload.

5.27 **In-Service and Curriculum Meetings.** In-service and curriculum meetings generally will not be scheduled on Friday afternoons. One week's notice will be given if it is anticipated that they will extend more than one hour beyond the working day.

5.28 Once the District creates a split-grade classroom, the District will not add additional students to such classroom unless other classrooms at the affected level are becoming overcrowded. The District will consult with the affected teachers prior to any additions to a split grade. In addition, the District will attempt to ensure that teachers assigned to split grades are not assigned to additional responsibilities such as curriculum development.

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

A. Except as hereinafter provided, teachers shall report for duty as usual with reasonable allowance for

tardiness if conditions warrant. Each teacher shall make every reasonable effort to comply with the reporting provision, however, in the event a teacher is unable to report and notifies his/her building administrator of such prior to the scheduled reporting time, the absence shall be charged against the teacher's available personal business leave or sick leave, the preference of which to be determined by the teacher. If a teacher anticipates a late arrival, the teacher shall notify the building administrator.

- B. Dismissal for teachers will be at the normal time unless weather conditions worsen.
- C. In the event of mechanical failure or other circumstances requiring the closing of a building facility, teachers may be assigned to assist in other buildings.
- D. In conditions of unusual severity, teachers will be advised by telephone not to report.
- E. The Board will endeavor to have included in radio and television announcements to the fact that teachers are required to report.
- F. The parties recognize that the Employer has the right to determine the duties to be performed by the members of the teaching staff but mutually agree that every reasonable effort will be made to ensure that each member of the teaching staff will have the opportunity to perform useful services or participate in meaningful activities which will contribute to the quality of the educational program. Except as each building shall otherwise determine, the first snow day shall not be used for in-service training.
- G. When a school day is cancelled or dismissed and state law requires that such day be made up at a later date, teachers need not report for duty nor remain on school premises.

5.4 **Professional Assignments.** Each teacher shall be placed to the extent practicable in a position which will most effectively use the teacher's skills and experiences while providing for the present and future staff needs of the District.

5.41 Teachers shall only be assigned to classes to which they are certified and qualified as defined by Board Policy 4112.

5.42 The Administration will annually conduct a survey on which teachers shall state their first and second preferences for

building, grade level, department and class title assignments for the following school year.

It is recognized by both parties to this Agreement that historically the District has granted preference to the most senior eligible teacher who has indicated a preference for a particular assignment. It is the intent of the parties to this Agreement to continue the practice of granting preference on the basis of seniority. However, it is also recognized by both parties that in some cases, the Administration will, and has the right, to deny preference to a teacher who, in the judgment of the Administration, is not the most effective available teacher for a certain assignment. Utilizing its judgment, the Administration will take into account such things as the teacher's knowledge of the subject matter and curriculum, the teacher's ability to work with students at the particular grade level in question, the building class schedule, the assignment and work load of other teachers in the building, the past performance of the teacher as evaluated by the Administration.

5.43 The master schedule permitting, teachers shall not have their assignment changed from year to year unless they request a change on the annual spring survey or unless the Administration changes assignment for cause. Subject matter changes within a course title or grade level shall not constitute a change in assignment. Teachers may not, by virtue of seniority preference, "bump" less senior teachers for assignments they held the previous year. Nothing in this provision shall preclude a building or department staff from cooperatively scheduling classes among teachers with the consent of the Administration.

5.44 A vacancy shall be defined as a new position not previously in existence or a position currently filled that will open due to a resignation, retirement, or termination and is intended to be filled as a permanent position.

5.45 Notice of teaching and student extra-curricular assignment shall be made for the next school year prior to the end of the current school year to the extent that existing vacancies can be filled in accordance with the process set forth in this Article. Regular academic classroom vacancies occurring at the elementary level prior to August 1 shall also be filled in accordance with such process. All other vacancies occurring subsequent to such notification may be filled by the District in the manner it deems appropriate. However, any teacher given such a position or assignments shall not have the rights set out in 5.43 of this Article and such position or assignment will be available to other teachers during the next annual assignment cycle.

5.46 If a vacancy occurs on or before May 1, and the Administration is able to release its knowledge of such vacancy, such position or assignment shall be posted, and the resulting

applications shall be treated as amendments to the teacher's preference survey.

In the case of a secondary vacancy occurring between May 2 and notification of assignment, the Administration will attempt to honor teacher preferences. In any case where that is not possible, the resulting assignment will not vest any benefit under 5.43 and will be available to other teachers during the next annual assignment cycle.

5.47 When a teacher believes that he/she has not received adequate preference for an assignment, he/she may submit his/her concern to the Teacher Assignment Committee.

The Committee shall be composed of two (2) teachers appointed by the President of the C.E.A., two (2) administrators appointed by the Superintendent, and one (1) other person selected by the four (4) appointees. The C.E.A. President and/or the Superintendent shall appoint an alternate in the event one of the Committee members has prejudicial interest in a dispute under consideration.

When a teacher submits a dispute to the Committee, the Committee shall, in a timely manner, convene a meeting at which both parties may state their position. The Committee shall develop its own rules to govern such meeting. Committee decisions to sustain the denial or to grant the teacher's preference shall be made in a democratic manner and by secret ballot. Only the final decision of the Committee shall be revealed with voting results remaining confidential. The decision of the Committee shall be binding on all parties and, therefore, no dispute in this area may be the subject of a grievance or resulting arbitration.

5.5 Layoffs and Recall. The layoff and recall procedure shall be as herein set forth:

5.51 Determination. If the number of teachers shall be materially in excess of the number required for the proper conduct of the educational program or of the financial resources of the District, the Board shall have the right to reduce the number of teachers in a given subject area, field or program or eliminate or consolidate positions. If the number of teachers shall be in excess of the number required for the proper conduct of the educational program, the Board shall have the right to lay off teachers which are in excess of its needs, provided that prior to any such layoff it shall notify the Association in writing of its intention to do so and the reasons therefore. Layoffs shall not be implemented until the Association shall have had the opportunity to make its recommendations to the Board.

Layoff and Recall Procedure.

A. In order to promote an orderly reduction in personnel when the educational program, curriculum and staff are curtailed, the following procedure will be used:

1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position being vacated by the probationary teacher, or unless the position is being eliminated.
2. If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this Section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first.
3. A tenure teacher who is laid off pursuant to this Article has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority.

B. **Recall Procedure.**

1. Recall of tenured teachers shall be in the inverse order of layoff provided, however, that a teacher in order to be reassigned shall be certified and qualified to teach the specific course he/she is being assigned.
2. Notice of a position opening shall be sent to the teacher at the last known address as provided by the individual to the Board of Education. Failure by any teacher to report for work within fifteen (15) days from the date of Notice of Recall shall indicate a lack of desire to return to the Board's employ and shall end any continuing obligation on the part of the Board of Education. If a teacher is recalled and cannot report within fifteen (15) days due to other employment commitments, that person shall so notify the Board within the fifteen (15) day period. The Board shall grant a one-time, one-year extension of the Notice of Recall. No new hires shall be made while teachers that are

certified or qualified and available for work remain on layoff.

C. **Qualifications**

A committee shall be formed with equal representation from the Board and the Association to make recommendations to the Board of Education for Board policy. The final decision for the policy rests with the Board of Education.

5.53 **General Procedures.** The procedures herein set forth shall not apply to any reduction in the teaching staff by virtue of the failure to re-employ a probationary teacher at the end of his/her individual contract of employment, the involuntary termination of a teacher for breach of contract or the voluntary termination of a teacher. During periods of layoffs, teachers shall not advance on the salary schedule unless employed during the layoff as a teacher subject to the Michigan Tenure Act, shall not receive compensation, and shall receive insurance benefits for the first ninety (90) days of layoff. Teachers on layoff will be given priority on the substitution list.

5.6 **Retirement.** A teacher who reaches his/her 70th birthday before June 30 shall retire at the end of that school year.

ARTICLE 6 - TEACHING CONDITIONS

6.1 **School Bus Prohibition.** A teacher shall not be required to drive a school bus as part of his/her regular assignment.

6.2 **Physical Facilities.** Adequate parking, lounge, and rest room facilities together with adequate telephones for the conduct of professional duties shall be available to teachers for their reasonable use at each school facility. Telephone facilities shall be made available to teachers for their reasonable use by the Board, provided, however, that in the event a teacher chooses to make a long-distance telephone call resulting in a toll charge, the teacher shall pay the Board for the cost of the same. At such time as local telephone charges are imposed, teachers shall exercise reasonable restraint in the use of the telephone and the Board may adopt a uniform policy for all employees of the District.

6.3 **Educational Opportunities.** The parties recognize the desirability of providing within the resources and staffing needs of the School District opportunities for:

A. Visits to other classrooms, schools and school districts.

- B. Conferences involving other personnel from the District, county, state, region, or nation.
- C. Training in classes and workshops.
- D. Membership on professional committees.
- E. Opportunity for participation by teachers on an individual basis may be granted by the Superintendent.

ARTICLE 7 - COMPENSATION AND BENEFITS

7.1 Wages. Each teacher shall be entitled to receive wages as herein set forth:

7.11 Regular Compensation. The basic compensation of each teacher shall be as set forth on Schedule "A". The Board may pay a teacher wages in excess of the amount set forth on Schedule "A" for the performance of additional duties not included in the classification or position. The Board will pay the contribution to the state retirement fund for any teacher employed under the provisions of this Contract.

7.12 Professional Experience. The Board 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.

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

7.14 Salary Steps. A teacher shall advance to the next salary step at the beginning of the school year if the teacher shall have completed three (3) semester hours of accredited work in the teacher's field within the preceding five years. For the purpose of this provision the base period for teachers employed prior to July 1, 1973, shall be the 1971-72 school year or the date of employment, whichever is later. For teachers employed on or after July 1, 1973, the base period shall commence with the date of employment. Credit may be granted for participation in workshops and other similar activities with the prior approval of the Superintendent.

7.15 Student Activities. Student activity assignments described on Schedule "B" shall be compensated as therein provided. An activity not included on Schedule "B" shall receive compensation as established by the Board at the time the activity is approved after consultation with the Association.

7.16 **Extended School Year.** A teacher required to work in excess of the number of days set forth in the School Calendar shall be entitled to proportionate increase in compensation. This provision does not apply to additional days required by the State "snow day" law.

7.17 **Deductions.** The Board shall have the right to deduct from the pay of each teacher such amounts as may be required by law which may be due the Board from the teacher, or which are expressly authorized by the teacher in writing for one (1) annuity, the credit union, savings, bonds, MEA sponsored auto insurance or other Board approved auto insurance, and mutually agreed upon charitable donations. Payment of annuities shall be made twice a month. Teachers shall have the responsibility to inform payroll when there are any changes in deductions. Authorization for the above deductions shall be made no later than October 21 of each school year unless circumstances warrant a change. New employees shall ordinarily authorize deductions within thirty (30) days of their beginning employment date.

7.18 **Salary Classification.** All teachers shall be placed on the appropriate salary schedule classification. Adjustments shall be made at the beginning of each semester. (See Schedule "A".)

7.2 **Insurance.** Fringe benefits shall be provided on the terms and conditions set forth on Schedule "C".

ARTICLE 8 - LEAVES

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

A. Sick leave may be used for:

- (1) Personal injury, illness or the quarantine of a teacher, excluding injuries to the extent compensable by Workers' Compensation and injury, illness, or quarantine resulting from other employment.
- (2) The first day of the illness of the spouse, child, teacher's parents, teacher's grandchildren, or permanent resident of the teacher's household. Such leave shall only be taken in the case when the presence of the teacher is required. When a spouse, child, or permanent resident of the teacher's household is seriously or critically ill, the teacher may utilize additional accumulated sick leave to the extent that the presence of the teacher is reasonably required.

- B. The Board may for reasonable cause, or after three (3) consecutive days absence, require the verification of a medical condition by one or more physicians satisfactory to the Board.
- C. Leaves shall be allocated in one-half (1/2) day increments, provided that if an authorized absence is for less than two (2) hours and no substitute is employed, sick leave shall not be deducted.
- D. Sick leave shall not be earned by teachers on a leave of absence, laid off, or otherwise not regularly providing services to the District. No payment for unused leave shall be made.
- E. Unused sick leave shall accumulate up to one hundred twenty (120) days with the understanding that if long-term disability insurance is purchased by the Board, the accumulation will be reduced to the insurance waiting period selected. The Board shall not unilaterally adopt such insurance. Any accumulated sick leave shall be certified for each teacher on or before October 15 of each year.

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

- A. Personal leave shall be used for legitimate business 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 recreation, vacation or other similar purposes.
- B. A request for personal leave shall be made at the earliest practicable time, but in no event on less than twenty-four (24) hours written notice except in the case of an emergency.
- C. The procedure for the granting of personal leave shall:
 - (1) Consider the staffing requirements of the School District and the professional responsibilities of the teacher.
 - (2) Provide that the written request for personal leave shall constitute a certification by the teacher that the leave will be used for the purposes herein set forth. No specific description of the intended use of leave shall be

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

- (3) Require written notice of the reasons for the denial of a leave request to be given to the teacher with copies thereof to be sent to the Superintendent and to the president of the Association.

- D. Any unused portion of a teacher's personal leave shall accumulate to a maximum of five (5) days. Once a teacher has accumulated such five (5) personal leave days, additional personal leave days earned pursuant to 8.2 shall be added to the teacher's personal sick leave accumulation.

8.3 Court Leave. A teacher shall be entitled to leave for jury service or for court appearances which cannot reasonably be scheduled outside of the school day when subpoenaed as a witness in connection with any criminal proceedings or any litigation. If a teacher is subpoenaed as a witness in connection with any civil proceedings not arising out of the performance of the teacher's professional duties for the School District, the teacher shall be entitled to use accumulated sick leave to the extent available. In all other cases described above, the teacher shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The teacher shall return to his/her duties whenever his/her attendance in court is not actually required.

8.4 Maternity Leave. The Board shall grant a leave of absence without pay for reason of pregnancy or adoption in accordance with the following guidelines, namely:

- A. The time for the commencement of the maternity leave shall be mutually agreed upon by the Board and the teacher in accordance with the following factors, namely:
 - (1) The staffing needs of the school system.
 - (2) The desirability of coordinating staff changes with the school calendar.
 - (3) The effect of the pregnancy on the proper performance of professional duties, and
 - (4) The personal health and family circumstances of the teacher.
 - (5) A maternity leave shall ordinarily not be granted prior to the fifth month of pregnancy unless it shall appear that the denial of the leave would

unreasonably impair the physical or mental health of the teacher.

B. Unless the Board and the teacher shall otherwise agree, maternity leave shall terminate as follows, namely:

(1) Leaves commencing after the beginning of the school year and prior to the beginning of the second semester shall terminate at the beginning of the next school year.

(2) Leaves commencing after the end of the first semester but prior to the beginning of the next school year shall terminate at the beginning of the second semester in the next school year or the beginning of the first semester in the following school year. The teacher shall elect in writing prior to the commencement of the leave the alternative termination date selected if no election is made, the leave shall terminate at the beginning of the following school year.

C. The provisions herein shall apply to the extent applicable to the adoption by a teacher continuously employed by the Board for not less than two (2) years of a child less than six (6) years of age. The time for the commencement of the leave shall not be more than two (2) weeks prior to taking custody of the child, unless the Board and the teacher shall otherwise agree. The teacher shall coordinate the adoption to the extent practicable with the professional responsibilities of the teacher and the staffing requirements of the Board.

8.5 **Funeral Leave.** A teacher shall be granted funeral leave in accordance with the following guidelines, namely:

A. The death of the spouse, father, mother, father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, grandparents or child of the teacher. The duration of the leave shall be determined on an individual basis based upon the individual circumstances and requirements of the teacher. The teacher shall have the right to use three (3) days leave per occurrence which may be extended to five (5) days with prior approval. Additional leave may be granted under the "Administrative Leave" or "Health and Hardship Leave" provisions herein set forth.

B. Up to two (2) days funeral leave may be allowed for the attendance of the funeral of other relatives or persons where closeness of relationship would warrant such

absence. These leave days shall be deducted from sick leave.

8.6 Health and Hardship Leave. Upon the request of a tenure teacher, the Board may grant a leave of absence without pay for a period not to exceed one (1) year for the purpose of rest, restoration of health, or the alleviation of hardship involving the teacher or his/her immediate family.

8.7 Professional Growth Leaves. An unpaid leave of absence may be granted to a teacher for the purpose of professional growth through further education, travel, or the holding of a professional or public office. Such leaves shall be granted in accordance with the following guidelines, namely:

- A. The teacher shall have been continuously employed by the Board for not less than four (4) full school years [except that a leave for an advanced degree may be granted after two (2) years of continuous employment], shall not have taken a leave of absence within the preceding five (5) years and shall have received a recommendation for hiring for the preceding three (3) years.
- B. A written application shall be filed with the Board not later than April 1 and shall contain at least the following information:
 - (1) A description of the expected benefits to be derived by the teacher and by the School District;
 - (2) The intention of the teacher to return to the School District; and,
 - (3) The desired time for the commencement and termination of the leave.
- C. The leave of absence shall not exceed one (1) year, provided that a leave may be extended by the Board upon prior written application. The Board may further restrict the total number of teachers on a professional growth leave of absence at any one time to not more than five (5) teachers. The Board shall have the right to delay commencement of a leave for a period of not to exceed one (1) year if the teacher has assumed a professional responsibility or if a qualified replacement cannot reasonably be found to fill the vacancy that would be created by the absence of the applicant during the period requested. A leave of absence shall not be terminated early without the prior approval of the Board.

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

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

8.10 A teacher who is granted a health and hardship leave, professional growth leave, child care leave or administrative leave shall normally, upon return, be restored to the position held prior to such leave. A teacher on leave shall be sent the Annual Assignment Preference Survey by mail.

A teacher who voluntarily replaces a teacher on leave who has been guaranteed restoration to prior position shall relinquish all claim to that position upon the return of the teacher from leave.

A teacher who involuntarily replaces a teacher who is on leave and who has been guaranteed restoration to prior position shall retain seniority rights in accordance with provision 5.4 to the position held prior to being involuntarily transferred.

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

ARTICLE 9 - MISCELLANEOUS CONTRACT PROVISIONS

9.1 Professional Advisory Committee. There is established an advisory committee to be known as the "Professional Advisory Committee."

9.11 Purpose. It is the objective of the parties:

- A. To improve the communication between the Board and the teachers; and,
- B. To provide for appropriate participation by teachers in the development of recommendations for the consideration of the Board in all areas in which the teachers have a professional responsibility.

9.12 Committee Composition. The Committee shall be comprised of two (2) representatives, appointed by the

Superintendent, and two (2) representatives appointed by the CEA President.

9.13 **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 year 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 shall send a copy to each committee member and a copy to each building for posting.
- 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 chairperson shall preside at alternate meetings.
- D. Members of the Committee shall participate in its proceedings as representatives of the entire community and without regard nor identification with the appointing party.
- E. The Committee may, from time to time, establish such subcommittees as it may deem appropriate provided that at least one member of the Advisory Committee shall be a member thereof.
- F. The Chairperson shall prepare and forward an agenda to all Committee members no later than one (1) week prior to scheduled meetings.

9.2 **Board Policies.** Each administrative office shall have available for the use of teachers one or more current copies of Board Policies. A procedure shall be established to permit the removal of the Policies from the office for a reasonable period of time.

9.3 **Medical Examinations.** The Board 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.

- D. To determine the existence of any condition which may be detrimental to the health of the students or other persons.
 - E. Examinations required by the Board shall be conducted by a physician of the Board's choosing and shall be paid for by the Board.
 - F. Teachers may have additional examinations with a physician of their own choice and at their own expense.
- 9.31 X-rays and/or skin tests shall be provided by the Board.

ARTICLE 10 - CONTRACT ADMINISTRATION

10.1 Definitions. Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meanings:

10.11 Day shall mean a calendar day unless otherwise specified.

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

10.13 Teacher shall mean a certified employee, expressly excluding the Superintendent, assistant superintendents, assistant to the Superintendent, principals, assistant principals, dean of students and athletic directors, and department heads while functioning in that capacity.

10.14 Student-Teacher Ratio shall mean all teachers except librarians, counselors, psychologists, speech therapists, social workers, elementary reading teachers, and teacher consultants.

10.2 Individual Contracts. All individual teacher contracts shall be subject and subordinate to the provisions of the Agreement and shall be subject to termination in accordance with the procedures herein set forth for the material breach of this Agreement or of the individual contract of employment or at the time of the termination of the teacher's tenure rights.

10.3 Grievance Procedure.

10.31 Application. The Association or a teacher having a grievance concerning the interpretation or application of this Agreement which has not been satisfactorily resolved by the normal administrative procedures, may file a written grievance. A teacher who believes he/she has a grievance shall first discuss

the matter with his/her 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.

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

10.311 **LEVEL ONE.** A written grievance must be filed within five (5) work days of the event, or the administrative decision, whichever is later. A written reply must be filed within ten (10) work days of receipt of the grievance.

10.312 **LEVEL TWO.** If the reply is not satisfactory, the aggrieved party may within five (5) work days of receipt request a conference. It shall be held within ten (10) work days and a representative of both parties shall be present. A teacher may in writing waive attendance at the conference and shall have the right to have an individual representative present. The party against whom the grievance is filed shall file a written reply with each party at the conference within ten (10) work days after the completion of the conference.

10.313 **LEVEL THREE.** If the written reply is not satisfactorily resolved at the Level Two, the aggrieved party may, within thirty (30) calendar days request that the grievance be submitted to arbitration before the American Arbitration Association in accordance with its rules and regulations. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement nor shall the arbitrator have any authority to rule on termination of services of a probationary teacher

provided such termination results from properly applied evaluation procedures as defined in Article 4. The costs of arbitration shall be shared equally by the parties unless the arbitrator in his/her sole judgment shall otherwise decide.

10.314 **General Procedure.** All grievances shall be in the form set forth in Exhibit "A." All teacher grievances shall separately state the position of the Association. Any grievance which is not appealed within the time limit specified shall be considered to be withdrawn. Any grievance not answered by the Board within the time specified may be advanced to the next step by the Association. The processing of grievances shall normally be outside of the work day and shall not interfere with the performance of professional duties.

10.315 Tenured teachers are to be covered by just cause except for those areas addressed by the Tenure Act. Probationary teachers shall be covered by just cause.

10.4 **Policies and Other Agreements.** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

10.5 **Interpretations.** Captions are included only for convenience of reference and shall not modify in any way the language herein. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

10.6 **Notices.** Any notice given pursuant to this Agreement shall be deemed to have been received three (3) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

10.61 Office of the Superintendent
Comstock Public Schools
301 North 26th Street
Comstock, Michigan 49041

10.62 Current home address of the President of the Association as set forth on the records of the Board.

10.63 **Teacher Address:** As set forth on the records of the Board or such other address a shall hereafter be furnished in writing.

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

10.8 **Distribution.** Copies of this Agreement shall be duplicated at the expense of the Board and shall be given to each teacher.

10.9 **Term.** This Agreement shall become effective upon ratification and signing of both parties and shall continue in force and effect until midnight of August 31, 1992. The Agreement will be automatically renewed for successive periods of one (1) year unless either party notifies the other in writing of its desire to amend or terminate this Agreement at least ninety (90) days, nor more than one hundred twenty (120) days prior to midnight of June 30, 1992.

NOTWITHSTANDING any other provision of this Agreement, the parties have agreed that in the event of a judgment by the tax tribunal or a settlement between the parties that reduces the General Motors SEV below \$34,480,000.00, (1984 level), and/or reduces the General Motors SEV below \$44,800,000.00 (1988 level), by August 11, 1990, the parties will renegotiate wage, benefit and class size provisions for the 1990-91 and 1991-92 years of this Agreement. If such judgment or settlement occurs after August 1, 1990, but before August 1, 1991, the parties will renegotiate the above-mentioned provisions for the 1991-92 Contract year.

KALAMAZOO COUNTY EDUCATION
ASSOCIATION, COMSTOCK
EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS

SCHEDULE A

SALARY INDEX

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	1	1.034	1.050	1.068	1.102	1.136
2	1.054	1.088	1.104	1.122	1.156	1.19
3	1.108	1.142	1.158	1.176	1.21	1.244
4	1.162	1.196	1.212	1.23	1.264	1.298
5	1.216	1.25	1.266	1.284	1.318	1.352
6	1.27	1.304	1.320	1.338	1.372	1.406
7	1.324	1.358	1.374	1.392	1.426	1.46
8	1.378	1.412	1.428	1.446	1.48	1.514
9	1.432	1.466	1.482	1.5	1.534	1.568
10	1.486	1.52	1.536	1.554	1.588	1.622
11	1.56	1.594	1.610	1.628	1.662	1.696
12	1.678	1.702	1.706	1.712	1.746	1.78
13	1.742	1.766	1.782	1.8	1.834	1.868
14				1.888	1.922	1.956
15				1.962	1.996	2.03

**SALARY SCHEDULE
1989-90**

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$18,652	\$19,286	\$19,585	\$19,921	\$20,555	\$21,189
2	19,659	20,294	20,592	20,928	21,562	22,196
3	20,667	21,301	21,599	21,935	22,569	23,203
4	21,674	22,308	22,606	22,942	23,576	24,211
5	22,681	23,315	23,614	23,949	24,584	25,218
6	23,688	24,322	24,621	24,957	25,591	26,225
7	24,695	25,330	25,628	25,964	26,598	27,232
8	25,703	26,337	26,635	26,971	27,605	28,239
9	26,710	27,344	27,643	27,978	28,612	29,247
10	27,717	28,351	28,650	28,985	29,620	30,254
11	29,097	29,732	30,030	30,366	31,000	31,634
12	31,298	31,746	31,821	31,933	32,567	33,201
13	32,492	32,940	33,238	33,574	34,208	34,842
14				35,215	35,849	36,484
15				36,596	37,230	37,864

SALARY SCHEDULE 1990-91

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$19,724	\$20,395	\$20,711	\$21,066	\$21,736	\$22,407
2	20,790	21,460	21,776	22,131	22,802	23,472
3	21,855	22,525	22,841	23,196	23,867	24,537
4	22,920	23,590	23,906	24,261	24,932	25,602
5	23,985	24,656	24,971	25,326	25,997	26,668
6	25,050	25,721	26,036	26,391	27,062	27,733
7	26,115	26,786	27,101	27,456	28,127	28,798
8	27,180	27,851	28,167	28,522	29,192	29,863
9	28,245	28,916	29,232	29,587	30,257	30,928
10	29,311	29,981	30,297	30,652	31,322	31,993
11	30,770	31,441	31,756	32,111	32,782	33,453
12	33,098	33,571	33,650	33,768	34,439	35,110
13	34,360	34,833	35,149	35,504	36,175	36,845
14				37,240	37,910	38,581
15				38,699	39,370	40,041

SALARY SCHEDULE 1991-92

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$20,858	\$21,567	\$21,901	\$22,276	\$22,986	\$23,695
2	21,984	22,694	23,027	23,403	24,112	24,821
3	23,111	23,820	24,154	24,529	25,238	25,948
4	24,237	24,946	25,280	25,655	26,365	27,074
5	25,363	26,073	26,406	26,782	27,491	28,200
6	26,490	27,199	27,533	27,908	28,617	29,327
7	27,616	28,325	28,659	29,035	29,744	30,453
8	28,743	29,452	29,785	30,161	30,870	31,579
9	29,869	30,578	30,912	31,287	31,996	32,706
10	30,995	31,704	32,038	32,414	33,123	33,832
11	32,539	33,248	33,582	33,957	34,666	35,375
12	35,000	35,501	35,584	35,709	36,418	37,127
13	36,335	36,835	37,169	37,545	38,254	38,963
14				39,380	40,089	40,799
15				40,924	41,633	42,342

LONGEVITY PAYMENT

Many teachers hired into the District have been given professional experience credit pursuant to 7.12 of this Agreement. When such experience credit is added to a teacher's years of employment within the District, the parties are able to ascertain the years of experience for the purpose of eligibility for longevity payment.

The above-outlined procedure will be utilized in determining when a teacher is eligible for the longevity payment as set forth in this Section. Said longevity payments shall be made pursuant to the following schedule:

<u>Years of Experience</u>	<u>Longevity Payment</u>
28	\$1,500
29	1,500
30	1,500
31	1,500
32	1,500

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

For the purposes of this Agreement, those teachers who have experience of twenty-nine (29) years or more shall be eligible for up to five (5) years of said longevity payments of \$1,500 per year.

SCHEDULE B 1989-90

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Head Varsity Football											
Boys and Girls											
Varsity Basketball											
PERCENTAGE	.13	.135	.14	.14	.14	.14	.14	.14	.14	.14	.14
Varsity Volleyball											
Varsity Wrestling											
9 & J.V. Basketball											
Asst. Varsity Football											
Head 9 & J.V. Football											
PERCENTAGE	.10	.105	.11	.11	.11	.11	.11	.11	.11	.11	.11
Head Cheerleading											
PERCENTAGE	.09	.095	.10	.10	.10	.10	.10	.10	.10	.10	.10
9th & J.V. Volleyball											
Varsity Baseball											
Cross Country, Golf											
Softball, Tennis, Track											
PERCENTAGE	.08	.085	.09	.09	.09	.09	.09	.09	.09	.09	.09

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Asst. Varsity Track											
J.V. 9th Baseball											
J.V. Softball											
Asst. 9th & J.V. Football											
Asst. Wrestling											
7th & 8th Basketball											
Asst. Cheerleading											

PERCENTAGE .075 .08 .085 .085 .085 .085 .085 .085 .085 .085 .085

Middle School Sports

PERCENTAGE .07 .075 .08 .08 .08 .08 .08 .08 .08 .08 .08

Assistant Middle School Track

PERCENTAGE .06 .0625 .065 .065 .065 .065 .065 .065 .065 .065 .065

**SCHEDULE B
EXTRA CURRICULAR**

<u>DESCRIPTION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
H.S. Band Director	.11	.115	.12
Asst. Band Director	.10	.105	.11
Summer Band	.14	.14	.14
Yearbook	.055	.0575	.06
Newspaper	.45	.0475	.05
El. St. Council	.03	.035	.04
O.M. Coach	.03	.035	.04
<u>DESCRIPTION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
H.S. Plays	.04	.0425	.045
H.S. Musicals	.04	.0425	.045
Student Council	.04	.0425	.045
Debate	.04	.0425	.045
Forensics	.04	.0425	.045
Percentage	.04	.0425	.045
Middle School Drama	.04	.0425	.045
Yearbook	.04	.0425	.045
Student Council M.S.	.04	.0425	.045
Newspaper M.S.	.04	.0425	.045
Percentage	.04	.0425	.045
Driver Training	\$14.00 an hour		

<u>CLASS SPONSORS</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Senior	.06	.06	.06
Junior	.05	.05	.05
Sophomore	.04	.04	.04
Freshman	.04	.04	.04
M.S. Ath. Dir.			
Percentage	.10	.101	.1025

SCHEDULE B

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

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

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

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

If an individual is being given a new assignment within the same sport or activity in a higher bracket, placement will be made on the Schedule so as to ensure a minimum raise of \$200.00. If a person is given an assignment within the same sport or activity which is in a lower bracket, the following rules will apply: experience in the sport or activity of three (3) to eight (8) years will result in a placement equal to four (4) years experience; experience in the sport or activity of nine (9) years or more will result in a placement with credit for six (6) years of experience.

Any and all new extra-curricular positions which have been approved by the Board of Education will be submitted to the Standing Committee made up of two (2) Association representatives and two (2) administrative representatives. The Committee shall determine the appropriate percentages to be applied to said new extra-curricular position(s).

Non-bargaining unit members filling extra-curricular positions will remain on the Step 1 compensation Schedule. If any such non-bargaining unit members are subsequently employed as unit members, they will be given credit at that time for all applicable Comstock experience.

CURRICULUM PROJECTS DURING VACATION PERIODS

A teacher who has volunteered to participate in curriculum work during a vacation period shall be compensated as indicated in this provision.

The teacher(s) shall meet with the administrator responsible for such curriculum project, and they shall mutually determine the amount of time which will be required to complete such work. The teacher shall be compensated at the rate of ten (\$10.00) dollars per hour for the amount of time so mutually pre-determined.

SCHEDULE C

PLAN A

1. For the duration of this Agreement, the Board of Education shall pay up to a hospitalization insurance subsidy for MESSA Super Care I, including all benefits and policy offers, other than those termed optional, for each teacher holder and his/her family, subject to the subsidy as set forth below:

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Full family	317.87	397.34	496.67
Two person	287.42	359.28	449.09
Single	128.64	160.80	201.00

For the duration of this Agreement, the District will reimburse each teacher the sum of one hundred (\$100.00) dollars on or before October 1 of each contract year.

If at any time during the life of this Agreement the insurance premium exceeds the available subsidy, each individual teacher who enrolls in such insurance program will be responsible for the payment of the difference between the subsidy and premium by way of payroll deduction.

2. Dental Insurance

The Board shall pay the premiums toward Delta Dental Insurance at 80-80-80 coverage.

OR

PLAN B

1. Options

Teachers not selecting the above hospitalization coverage in Plan A may select from the options listed below an amount equivalent to the hospitalization single subscriber monthly rate. Available options are:

- Supplemental term life insurance
- Short term disability
- Long term disability
- Survivor income benefits
- Dependent life insurance
- Supplemental hospital insurance
- Hospital confinement indemnity insurance
- Tax sheltered annuity
- Other Board-approved options may be added

2. Dental Insurance

The Board shall pay the premiums toward Delta Dental Insurance at 80-80-80 coverage.

LETTER OF AGREEMENT

The parties recognize that educational consortia exist, and in all likelihood will continue to be developed as area schools attempt to provide broad educational service to students. The parties further recognize that such consortia can be most successful if developed in a manner which secures the support of the Association and teachers affected.

In securing such support, the Board will give proper consideration to the following Association concerns:

1. The employment of Association represented teachers in any consortium;
2. The employment security of teachers affected by a consortium;
3. Fair selection of teachers to participate in a consortium based on the principles contained in provisions 5.4;
4. Full discussion of concern between the administrations and bargaining representatives of participating districts;
5. All understandings regarding wages, hours and working conditions should be reduced to a written agreement.

KALAMAZOO COUNTY EDUCATION
ASSOCIATION, COMSTOCK
EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS

LETTER OF AGREEMENT

The District and the Association will cooperatively use their best efforts to assure that teachers dress in a manner which is tasteful and which is conducive to the goals of education. The parties agree that worn, torn, dirty, unfashionable or unsuitable attire impedes the achievement of educational goals and projects an unfavorable image of the School District and the teaching profession.

In attempting to promote the wearing of proper and desirable attire, the parties will form a joint committee of two (2) teachers appointed by the Association and two (2) administrators appointed by the Board. When a case of unacceptable attire is brought before the committee, the committee will review the matter, and if it finds the teacher involved to have dressed in an improper manner, shall make an appropriate recommendation to such teacher.

KALAMAZOO COUNTY EDUCATION
ASSOCIATION, COMSTOCK
EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS

LETTER OF AGREEMENT

Snow days shall be made up in the following manner:

- A. The first two (2) days shall not be made up and teacher reporting shall be consistent with previous practice.
- B. In the event the District closes for three (3) or four (4) days of inclement weather prior to the end of the second week in February, the third day shall be made up on the Monday of mid-winter break and the fourth day shall be made up on the Friday of mid-winter break.
- C. Additional days shall be made up at the end of the school year.
 - 1. In the event only one (1) day must be made up at the end of a school year, students shall attend for 1/2 day on the teacher record day and such record day will be reduced to a 1/2 day.
 - 2. In the event more than one (1) day must be made up at the end of the school year, the current end-of-year calendar schedule will be pushed back to accommodate the appropriate number of necessary make-up days.

KALAMAZOO COUNTY EDUCATION
ASSOCIATION, COMSTOCK
EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS

LETTER OF AGREEMENT

The Curriculum Council shall be an advisory committee that is responsible to review and make recommendations regarding proposed changes in the District's curriculum. The Curriculum Council may also initiate a recommendation for a change in the District's curriculum.

The Curriculum Council shall be composed of representatives of the District's professional staff as follows:

- The District's Curriculum Director
- Three (3) administrators
- Two (2)* elementary teachers
- Two (2)* middle school teachers
- Two (2)* high school teachers

*The President of the Association shall appoint one (1) of the two (2) teachers at each level.

At the time that the District establishes other District-wide committees to study, review or make recommendations regarding in-service or professional development, such committees will be formed in a manner similar to the Curriculum Council. In all cases, the President of the Association shall appoint fifty (50%) percent of the teachers serving on such District-wide committees.

KALAMAZOO COUNTY EDUCATION
ASSOCIATION, COMSTOCK
EDUCATION ASSOCIATION

COMSTOCK PUBLIC SCHOOLS

1989-90 SCHOOL CALENDAR

180 STUDENT DAYS - 185 WORK DAYS

August	25	F	Orientation for New Teachers
August	28	M	All Teachers Report
August	29	T	1/2 Day for Students - A.M.
September	4	M	Labor Day - No School
October	27	F	End of First Marking Period
October	30	M	No School Students Planning Day
November	7-8	T-W	Conferences, Evening 5:00 - 8:00 P.M. 1/2 Day Students - A.M.
November	9	Th	Conferences, Afternoon 1:00 - 3:00 P.M. Evening 5:00 - 8:00 P.M. 1/2 Day Students - A.M.
November	10	F	Teachers to 12:00 Noon (No School Students) Activities by Building
November	23-24	Th-F	Thanksgiving Recess
December	23-Jan 5		Winter Recess
January	8	M	School Resumes
January	19	F	End of First Semester - Record Day No School for Students
February	16-19	F-M	Mid-Winter Break
March	23	F	3rd Marking Period Ends
March	27	T	K-8 Conferences, 5:00 - 8:00 P.M. 1/2 Day K-8 Students - A.M. All Day 9-12 Students
March	28	W	K-12 Conferences, 5:00 - 8:00 P.M. 1/2 Day All Students - A.M.
March	29	Th	K-5 Conferences, 1:00 - 4:00 P.M. 1/2 Day K-5 Students - A.M.
March	30-April 6		Spring Recess
April	9	M	School Resumes
April	13	F	No School
May	28	M	Memorial Day - No School
June	11	M	1/2 Day - Students
June	12	T	1/2 Day - Students
June	13	W	Records Day

In the spring of each year of this Agreement, the parties shall meet and establish the calendars for the subsequent school year. It is the intent of the parties that such calendars shall be based upon the County-common calendar and shall, for all practical purposes, be "roll-over calendars: based upon the calendar for 1989-90.

In the 1989-90 calendar, the parties have agreed to a day without students on November 10. On that day, the teachers will be involved in activities at the buildings as established by the staff and the administration located at each building, from 8:00 a.m. to 12:00 noon. In 1990-91, there will be a similar day set aside in the fall with identical hours. In the 1991-92 Contract, there will be a similar day set aside in the fall portion of the calendar and the activity will commence at 8:00 a.m. and adjourn at 1:40 p.m.

GRIEVANCE REPORT

COMSTOCK PUBLIC SCHOOLS

EXHIBIT "A"

Building _____ Assignment _____

Name of Grievant _____ Date Filed _____

STEP 1

WRITTEN GRIEVANCE

A. Date Grievance Occurred _____

B. Statement of Grievance (Include synopsis of facts) _____

C. Alleged Contract Violations [cite section(s) or subsection(s)] _____

D. Relief Sought (Be Specific) _____

Signature _____

Date Filed _____

STEP 2

CONFERENCE REQUEST

- A. Date Request Files _____
- B. Date Received _____
- C. Restatement of Grievance and Relief Sought (As in B, C, D in Step 1) _____

- D. I (Do) (Do Not) wish to personally attend the Conference.
- E. I wish to have a representative present. Yes _____ No _____
- F. Name of Representative _____
- G. Restatement of Association Position _____

- H. Date(s) Conference Held _____

STEP 3

ARBITRATION

- A. Date Request Filed _____
- B. Date Received _____
- C. Restatement of Grievance _____

- D. Cite contract provisions alleged to have been violated _____

- E. Relief Sought (Be Specific) _____

- F. Date(s) Arbitration Held _____
- G. Persons Present _____

- H. Date of Decision _____
- I. Disposition _____

