

Comstock Park

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1966-67

1966-67 MASTER CONTRACT

CONTENTS

<u>TITLE</u>	<u>ARTICLE NUMBER</u>	<u>PAGE</u>
Recognition	I	1
Teacher Rights	II	2
Professional Compensation	III	2,3
Teaching Hours	IV	3
Teaching Loads and Assignments	V	3
Teaching Conditions	VI	3, 4
Vacancies and Promotions	VII	4
Transfers	VIII	4
Leave Pay	IX	5
Leaves of Absence	X	5, 6, 7
Teacher Evaluation	XI	8, 9, 10, 11
Protection of Teachers	XII	11
Negotiation Procedures	XIII	12
Professional Grievance Procedure	XIV	12, 13
Permanent Personnel	XV	13
Temporary and Part-time Personnel	XVI	14
Physical and/or Mental Examination	XVII	14
Tenure	XVIII	14
Retirement	XIX	14
Miscellaneous	XX	14, 15
Duration of Agreement	XXI	15
Schedule of Salaries and Other Compensation		Attached

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Comstock Park Bd of Ed.

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E. LANS., MI.

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MASTER CONTRACT

This agreement entered into this _____ day of _____, 1966 by and between the Comstock Park Board of Education, hereinafter called the Board, and the Comstock Park Education Association, hereinafter called the Association.

Witnesseth:

Whereas: The Board is an elected body of the people of this School District, and is thereby responsible to the people of the School District, it is expressly stated that the discharge of public funds is an awesome and dutiful task, and

Whereas: The Board and the teachers are a highly professional group and that all dealings are carried out with the highest degree of ethics, morals and reasonableness, and

Whereas: Decisions affecting the complex problems of organizing, of administering, of developing the curriculum, and of securing financial support for the schools should be made in terms of "what is best for the child, society and the nation" to the end that each child shall receive the best possible education in relation to his abilities, interests, and potentialities and,

Whereas: The Board and the Association recognize and declare that providing a quality education for the children of Comstock Park is their mutual aim and that character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas: The member of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas: The Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas: The parties, following extended and deliberate professional negotiations, have reached certain understanding which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in all current and pertinent legislation, for all professional personnel, hereinafter referred to as teachers, excluding the Superintendent of Schools and the Principals, employed by the Board.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

- C. Within 30 days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of teacher professional organizations. Such sums shall be deducted as dues from the regular salaries of all teachers desiring to be members and remitted monthly to respective organizations on a continuing year to year basis until otherwise requested. Local dues shall be deducted in one lump sum from the first paycheck in November and remitted to the respective organization.
- D. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws and or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II TEACHER RIGHTS

- A. Pursuant to all current and pertinent legislation, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.
- B. The Board recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.
- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and other such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- D. The Association or other professional teacher organizations and their members shall have the right to use school building facilities at all reasonable hours for meeting, providing such use does not interfere with previous building commitments. Duplicating machinery shall be available for professional organization use. Materials used solely for the benefit of the professional organizations shall be paid for by them. Materials used for the preparation of items of mutual and common use shall be provided without cost by the Board. Bulletin boards and other media of communication between schools shall be made available to professional organizations.

ARTICLE III

- A. The salaries and other compensation of teachers covered by this agreement are set forth in a schedule which is attached to and incorporated in this Agreement. Salaries shall be renegotiable in accordance with state law.
- B. The salary schedule is based on a normal weekly teaching load of not less than 180 membership days but not more than 190 working days. Membership days are those defined by State Code. Working days shall include all membership days, and any days teachers are required to be in school, and the day after Thanksgiving. For extra work required by the Board not covered by the attached salary schedule, the teacher shall be entitled to additional compensation at an hourly rate found by dividing his per diem salary by 7. Teachers shall not be required to be at school in excess of the 190 working days unless compensated as provided. In no case shall teachers be required to be at school before Labor Day except as specifically provided elsewhere in this Agreement.

- I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employees organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- K. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible, and generally not exceed a maximum of 30 per class. Large group instruction classes shall follow the ratio of 1 teacher per 30 pupils.

ARTICLE VII VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for 15 days.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefore should be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE VIII TRANSFERS

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that transfers of teachers are to be minimized and avoided whenever possible.

ARTICLE IX LEAVE PAY

- A. All teachers shall be allowed, yearly, 10 days sick leave, the unused portion cumulative to 120 days sick leave. New hires shall be allowed to transfer up to 30 days of accumulated sick leave.
- B. Leave without pay or salary increment may be granted for the purpose of caring for sick members of the immediate family and may not exceed two semesters. Proof of necessity of such leave shall be requested in writing from the attending physician and submitted to the Superintendent of Schools. Notification of return to duty must be made in sufficient time to make adjustment relative to the person employed to fill the vacancy created by the teacher's leave. Up to 10 days per year of sick leave will be allowed for illness in the immediate family with pay. This is deducted from the allowable sick leave.
- C. A leave with pay will be granted in addition to sick leave of three (3) days to personnel for immediate family bereavement of either spouse.
- D. Other leaves with pay not deductible from sick leave are absence for jury service, court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any case, approved visitation at other schools or for attending educational conferences or conventions, and time necessary to take the selective service physical examination. In the case for jury duty, the teacher shall be paid his per diem salary minus the per diem rate for such duty.
- E. Each teacher will be allowed two days of absence during each school year without loss of salary to transact personal business or attend to affairs of a personal nature which could not be conducted on a week-end or outside the school day. Such day of absence will be deducted from the teacher's sick leave days.

ARTICLE X OTHER LEAVES OF ABSENCE

- A. All requests for the following leaves of absence shall be applied for and granted in writing. They shall be submitted to the Superintendent's office for action by the Superintendent and the Board of Education. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- B. SABBATICAL - The Board upon the recommendation of the Superintendent of Schools may grant a sabbatical leave to qualified personnel for the purpose of study, travel, and for such other purposes as may be approved by the Board.
 - 1. Such leave may be granted to a contract employee who has been employed at least 7 years consecutively and who has not had a sabbatical leave during the 7 years immediately preceding. The leave shall be granted to not exceed two semesters.

Article X- Other Leaves of Absence Cont'd.

2. An employee on sabbatical leave shall receive as compensation during the period of absence one-fourth of his regular scheduled salary. Compensation shall be paid at the same time as to other employees of his professional rank. An employee on sabbatical leave shall receive the schedule increment and/or adjustments in salary, and credit toward retirement the same as he would have received were he occupying his regular assignment.
 3. The number of persons given sabbatical leave in any year shall be limited to one or not more than one percent of the total number of instructional employees. The number of leaves granted shall be based on:
 - a. The estimated value of the plan to the individual and to the school system.
 - b. The amount of seniority.
 - c. The length of time since the last sabbatical leave.
 4. Such employee on sabbatical leave shall report all compensation received from sources other than that from the Board received as a result of his sabbatical leave, provided that compensation shall not include such items as allowance for travel, cost-of-living, adjustments for foreign service, research, or other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board shall be reduced to bring the total to the amount of the salary he would have received if on active duty.
 5. Such employee shall agree to return to service with the Board for a period of 2 years. The employee who fails to return to the system upon completion of his sabbatical leave shall refund all compensation paid to him, or after one year with the system, he shall return one half of the former compensation.
 6. Such employee shall make reports of his activities pertaining to the reason(s) sabbatical leave was granted as may be requested by the Superintendent.
- C. Maternity- The Board will grant a leave of absence for maternity without pay beyond accumulated sick leave to any regularly employed staff member who has been employed two years or more upon written request for such leave and upon proper certification of pregnancy by the employee's physician. The application shall be filed not more than two months after pregnancy has been determined. The employee shall terminate her work not later than the fifth month of pregnancy unless special consideration is requested in writing from the board.
1. Normally, such employee shall not resume her position until one year after delivery date and such leave may be extended to a period of not longer than two years.
 2. Such employee shall be required in any event to take at least two months leave subsequent to delivery date.
- D. Military- Military leave shall be subject to conditions as established by federal and state laws. Any regular employee who may enlist, be conscripted for service or recalled to active duty shall be reinstated upon release from the service with full credit for time spent in the service up to five years.

ARTICLE X OTHER LEAVES OF ABSENCE (cont'd)

- E. Teachers who are officers of the Association or are appointed to its staff shall be given leave of absence without pay for the purpose of performing duties for the Association. Such teachers shall receive credit toward annual salary increment on the schedule appropriate to their rank.
- F. The Board, upon recommendation of the Superintendent of Schools, may grant a leave of absence of not more than two semesters for exchange teaching.
 - 1. The applicant shall submit and have approved in advance, by the Superintendent, a plan for an exchange of teaching services which will show the benefit to both the applicant and to the school system. A final report shall be filed with the Superintendent upon return from leave of absence for exchange teaching.
 - 2. The number of persons on exchange shall be limited to one or not more than 1 percent of the total number of employees involved.
 - 3. Exchange privileges shall be given to tenure teachers on the basis of:
 - a. Date of filing application.
 - b. Purpose of the leave.
 - c. Seniority of service.
 - d. Professional growth of the staff member.
 - e. Potential benefit to the school system.
 - 4. An employee, upon completion of an exchange teaching assignment, shall agree to return to the service of the Board and to continue in such service for a period of at least one year.
 - 5. An employee upon return from an exchange teaching service shall be assigned to his former position of teaching, or to a position for which he qualifies.
- G. Upon recommendation of the Superintendent, the Board may grant a leave of absence for advance study for one year without pay or increment. Such leave must be applied for not later than July 1 of the school year in which the leave is desired and will be subject to extension at the discretion of the Superintendent and the Board.
- H. Leave of absence may be granted of up to 2 years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule.
- I. The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.
- J. Leave without pay may be granted to any contracted personnel who are unable to perform their regularly assigned duties for an extended period of time because of personal illness. Such extended illness shall be certified by a physician. The full amount of accrued sick leave may be used in all cases of this type, after which, pay shall cease. Continued employment shall be in accordance with Sec. 38.112 of the Michigan Tenure Act.

A. The following form shall be used by principals to evaluate teachers.

CONESTOGA PARK PUBLIC SCHOOLS
Teacher Evaluation Form

Teacher _____
Tenure Status _____
Evaluator _____

Date _____
Time _____
Place _____

I. Purpose.

- A. To encourage the improvement of professional competence when so indicated.
- B. To stimulate self-evaluation.
- C. To help determine tenure status for probationary teachers.

II. Conduct of evaluation.

- A. Each teacher on probation shall be evaluated each semester during the last third of the semester.
- B. A probationer must have a minimum of 4 class visitations per year.
- C. Each teacher on tenure shall be evaluated once each semester.
- D. Each teacher shall have at least one conference with the evaluator to discuss the evaluation, the evaluation having been given to the teacher at least a week before the conference.
- E. Each teacher shall have the right to respond in writing to any of the judgments of the evaluator, such response being filed permanently with the evaluator's copy.
- F. The evaluator shall explain specifically what he means when he indicates that a teacher needs improvement.
- G. The evaluation shall be based on a number of varied observations.

III. Disposition of evaluation.

- A. An evaluation record is a privileged communication available only to the superintendent or principal under the conditions of the tenure act. These records may be produced in evidence at a legally called hearing before the state tenure commission or before an executive session of the board of education.
- B. Evaluation records may not be sent to other schools or other prospective employers. No one except as stated in III-A may have access to the evaluation records.
- C. A copy of the evaluation shall be given to the teacher.

IV. Rating.

- A. The rating for each item shall be satisfactory (S), needs improvement (I), or not observed (O).

V. The evaluation form may be reviewed and amended jointly by the N.E.A. chapter and the board of education.

VI. The teacher's signature denotes reading and receipt of a copy of the evaluation but not necessarily agreement.

Teacher's signature _____

Evaluator's signature _____

Teacher _____

Date _____

PERSONAL QUALITIES:

1. Good physical health and vitality--shows evidence of a driving force--is energetic; attendance record good.
2. Good mental health--is mentally alert, emotionally stable, self-controlled, mature individual.
3. Strong basic character--maintains a consistent record of honesty, integrity, and good judgment in all business relationships; is trustworthy and loyal; maintains a high standard of conduct; is fair and just in his dealings with others; fulfills his obligations; is dependable and punctual.
4. Pleasing personality--has good disposition, kindness, patience; is tactful, consistently courteous, and well-mannered; has a sense of humor.
5. Good appearance and grooming--appropriate dress, neatness, attractiveness.
6. Proficiency in social relationships--understands the importance of social amenities in personal relationships; friendly; commands the respect of others; respects the rights of others; cooperative; adapts readily to changing situations; responsive to suggestions.
7. Strives for self-improvement--travels at home and abroad as feasible; pursues one or more worthwhile hobbies; reads widely; seeks to understand and appreciate good music, literature, and art; other employment beneficial to teaching skill.

(Comments)

TEACHING SKILLS:

1. Classroom management--manages the classroom effectively and maintains an atmosphere that is conducive to learning; exhibits control of his class; encourages by his own behavior, habits of thoroughness, punctuality, neatness, and good order in all school work; guides pupils into assuming increasing self-direction in routine matters.
2. Effective planning--has the work of the course well planned--knows what the class is to do; makes clear and definite assignments; is able to change plans and does when circumstances require; plans are definite yet flexible.
3. Evaluates pupil growth fairly--fairness in marking and reporting.
4. Maintains effective relationships with students individually and in groups--gives attention to individual needs; aids in the development of good study habits; is impartial; seeks to obtain a courteous pupil-to-pupil and pupil-to-teacher relationship; is respected.
5. Maintains effective relationships with parents.
6. Proficient working knowledge in his subject field--seeks to attain a thorough working knowledge in his own subject field; tries to know and use related materials from other fields.

- 7. Proficiency in instruction--ability to explain clearly; provides
for additional help to be given outside class periods; uses good
English; is industrious; is resourceful in devising and using
equipment and materials to aid students in gaining command of
his subject field; leads pupils to a realization of the purpose
of what they learn.

(Comments)

PROFESSIONAL QUALITIES:

- 1. Observance of professional ethics--NEA and NEA codes.
- 2. Participates in establishing and maintaining cooperative and
constructive relationships with teachers and administrators--
manifests the spirit and practice of helpfulness to other
teachers; cooperates in carrying out his part of the established
policies and program of the school; effectively carries out in-
dividual and committee assignments; complies with rules and
administrative requests.
- 3. Maintains harmonious personal relations with colleagues.
- 4. Assumes responsibility for his own professional growth--contri-
butes to the profession by membership in professional organiza-
tions and participates in their activities; participates coopera-
tively in group undertakings; strives for self improvement.
- 5. Develops and maintains constructive teacher-pupil relationships--
inspires mutual confidence and respect; shows sympathetic under-
standing of pupils' needs and interests; is helpful with student's
personal problems including matters other than class work.
- 6. Shows by his conduct an understanding of the community, its
interests, and needs.
- 7. Approaches teaching assignment with enthusiasm--sees his own
subject field in proper perspective to the program of the whole
school.

(Comments)

- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. Each teacher shall have the right upon request to review the contents of his own personal file except for privileged communications. A representative of the Association may be requested to accompany the teacher in such review.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.
- E. No teacher shall be reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance except in private conference. Both parties shall be entitled to have present a representative of their choice.

ARTICLE XII - PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administration backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the teacher in the discharge of responsibilities with respect to such pupil.
- B. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- C. Any assault by a student on a teacher in connection with the teacher's work shall be promptly reported to the Principal or Administrative staff. The Board will provide all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.

Article XIII- Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other.
- B. Prior to February 15 of each year preceding the expiration date of the contract, should neither party present in writing any proposed changes in this Agreement, the existing Agreement shall continue in force for another year. Upon written receipt of any proposed changes, negotiations on a new Agreement shall commence within 30 days.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of quorum of the Board and by a majority of quorum of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of Professional Sanctions to discourage teachers from working in the absence of contract.

Article XIV- Professional Grievance Negotiation Procedure

- A. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the Superintendent of Schools.

Article XIV- Professional Grievance Negotiation Procedures Cont'd.

- B. Within 10 days of receipt of the grievance the Superintendent shall meet with grievance representatives of the Association in an effort to resolve the grievance. Absent teachers may or may not be present at such meeting. If the grievance shall be denied by the Superintendent, the grievance shall immediately be committed to the secretary of the Board, with a statement of reasons why it is being disapproved.
- C. Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing, or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.
- D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Association. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- F. For convenience, grievances may first be presented to a department head, principal, or other school employee, for informal processing, in any effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

Article XV- Permanent Personnel

- A. With the passage of Public Act #4 of the Public Acts of 1937 as amended, otherwise known as the Teacher Tenure Act, the Comstock Park Board of Education adopts the following policies for the purpose of implementing the provisions of the Act in this school system.
- B. In employing administrative, supervisory, consultant, and teaching personnel, all state certification requirements as prescribed by the State Board of Education shall be observed.
- C. Since these requirements are subject to changes in State Board regulations from time to time, it shall be the responsibility of each certified employee to meet all proper and current requirements at all times. Failure to do so shall terminate all contractual and tenure protection.

Article IV- Permanent Personnel Cont'd.

- D. Holders of Special Certificates must earn a minimum of six semester hours annually, and make progress toward the awarding of the Provisional Certificate.
- E. It shall be the responsibility of each holder of a 90 Day Permit to make the necessary course arrangements to qualify for renewal. Since these requirements are subject to change without notice, it is advisable for holders of such permits to keep in touch with their Superintendent of Schools relative to requirements. Such people to continue in the employ of this school district must be making steady progress toward either the degree and provisional certification, or provisional certification in the case where the degree is already attained.
- F. The Board shall strive whenever possible to employ personnel possessing B.A. degrees or better.

Article VI- Temporary and Part-Time Personnel

- A. Requirements for substitute teachers shall be the same certification as duly contracted teachers.
- B. Requirements for part-time teachers shall be the same certification as for duly contracted teachers except in the case of semi-permanent basis for pay.

Article VII- Physical and/or Mental Examination

- A. All personnel must show proof of freedom from active tuberculosis by November 1 of each year.
- B. The Board reserves the right for mandatory physical or mental examinations by qualified physicians, in which case the Board is entitled to all relevant information such physician may ethically furnish necessary to render a proper decision. If a teacher is declared unable to fulfill his contractual obligations by the physician, the diagnosis of one other physician shall be obtained before the Board takes any dismissal procedures. The Board shall bear the full cost of required examinations.

Article VIII- Tenure

- A. Extra duty personnel as are now employed or shall be employed in the future shall be excluded from tenure in position. Nothing in this Agreement shall prohibit the Board from granting term contracts in position at their discretion. Nothing in this Agreement shall be construed to prohibit or discourage all teachers from using people in the community who have specialized skills and knowledge to contribute to the learning process.
- B. A copy of the complete Tenure Act shall be attached to this Agreement.

Article IX- Retirement

- A. All employees who reach the age of retirement (65) will retire at the end of the school year in which they become 65. The Board reserves the right to retain individuals who are 65 or over who request further employment on a year to year basis.

Article XI- Miscellaneous Provisions

- A. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

Article XX- Miscellaneous Provisions Cont'd.

- B. A copy of the Code of Ethics shall be attached to this Agreement.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. Individual contracts shall not be issued until this Agreement is ratified by both parties.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article XXI- Duration of Agreement

- A. This Agreement shall be effective as of _____ and shall continue in effect until September 1, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, except as provided under Art. XIII, Section B.

Board of Education

Education Association

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

SCHEDULE OF SALARIES AND OTHER COMPENSATION FOR 1966-67

A. Philosophical Basis.

1. "All who have meditated on the art of governing mankind have been convinced that the fate of empires depends upon education of youth." Aristotle.
2. The art of teaching is necessarily a human experience in which the growth and experience of the teacher are creatively applied to the classroom to aid the student in making productive comparisons, analogies, and identifications.
3. Every member of the Comstock Park School staff is important to the education of youth, but the classroom teacher is indispensable to the education process.
4. The basic purpose of the school system is the education of our youth. All organizations should enhance rather than hinder the educational process.
5. The cost-quality relationship functions as it does in other areas.
6. Modern trends require the continual upgrading of standards in the teaching profession and require ever broadening advanced preparation in specialized areas of teaching.

B. Working Principles of a Good Salary Guide.

1. It should provide a competitive starting salary to attract the highest caliber inexperienced teacher and also to attract experienced teachers with advanced preparation.
2. It should attain a level which would retain these quality teachers in our system.
3. It should be based on preparation and teaching experience.
4. It should promote in-service growth by building a strong incentive for advanced preparation.
5. It should strive toward a greater range between the B.A. minimum and the M.A. maximum salary.

C. Salary Schedule.

1.	ND	BA	PHE. CERT. OR		BA 60 MA MISC.	MA FIELD	MA F. 20
			BA 20	BA 40		BA 80	MA M. 40
						BA 100	
1	5100	5500	5600	5700	5800	5900	6000
2-3.2	5263	5676	5779	5882	5985	6088	6192
3-3.2	5426	5852	5958	6064	6170	6276	6384
4-4.3	5645	6088	6198	6309	6419	6529	6642
5-4.3	5864	6324	6438	6554	6668	6782	6900
6-4.3			6678	6799	6917	7035	7158
7-4.3			6918	7044	7166	7288	7416
8-4.3			7158	7289	7415	7541	7674
9-4.3			7398	7534	7664	7794	7932
10-4.3			7638	7779	7913	8047	8190
11-4.3				8024	8162	8300	8448
12-4.3					8411	8553	8706
13-4.3						8800	8964
14-4.3							9222

2. Points earned sufficient to move a teacher horizontally on the schedule by September 1 of any year shall entitle said teacher to the raise in salary stipulated on the appropriate schedule step. This increase shall be covered by an addendum to the individual contract which was computed on points earned up to April preceding September 1. The addendum shall be signed by Board members in the same manner as individual contracts are signed.
3. Every teacher shall receive no less than the full amount of base increase, the base being defined as the first figure under the BA column.

D. Basis for the Salary Schedule

1. The schedule is based on a point system, the basis being the graduate semester hour. One graduate semester hour equals 2 points.
 - a. Term and undergraduate hours will be figured at a 2/3 ratio to graduate hours.
 - b. For courses to count as points, they must be in the teachers' fields ^{**} he is qualified to teach (or cognates to his fields).
2. A teacher may earn other points by the following:
 - a. Outstanding classroom performance - up to 6 points per year. A teacher may apply for these points or be recommended by others.
 - b. Travel - up to 6 points per trip per year.
 - c. Publication or research - up to 6 points per year.
 - d. Outstanding public or professional service - up to 2 points per year.
3. The number of non-course points is limited by a 1 to 2 ratio to course points. Course points are not limited.
4. Points other than course credits earned in the ensuing year shall be applied to the following year's contract.
5. The responsibility for evaluating teachers for points applicable to salary improvement shall rest on a committee selected by the Association
6. The evaluation standards used by the Association shall be subject to the approval of the Board. The Association shall present for approval to the Board points awarded to teachers for outstanding classroom performance, travel, publication or research, or outstanding public or professional service.

E. Co-Curricular Activities

1. Class Sponsors:	9	75.00	
	10	75.00	
	11	150.00	
	12	150.00	
2. Sr. High Student Council		150.00	
3. Jr. High Student Council		75.00	
4. Elem. Student Council		50.00	
5. Yearbook Advisor		150.00	
6. Safety Patrol Advisor		150.00	
7. Junior, Senior Plays		50.00	ea.
8. Club Sponsorship		75.00	(applies only to teachers sponsoring clubs and activities officially sponsored by the school.)
9. Working at Athletic Events:			
a. Varsity football games		5.00	
b. Jr. Varsity football games		4.00	
c. Basketball games		4.00	
d. Basketball Timer, Scorer		5.00	
e. Wrestling matches		4.00	

** No course with a mark lower than C shall be accepted for credit.

F. Wages for coaches, athletic, band, chorus directors.

In all instances personnel will start at the beginning percentages. When new personnel is added, they will be starting this system at the beginning percentage regardless of the number of years previous experience.

All percentages will be applied to the base salary that would be paid a beginning teacher with a Bachelor's Degree. There will be no change in the base for a Master's Degree. If and when the base salary changes the above percentages will be applied to the new base and will become effective at the start of school following the adoption of the adjusted base figure by the Board.

Band Director

1st year	6% of Base
2nd year	7% " "
3rd "	8% " "
4th "	9% " "
5th "	10% " "

Choral Director

1st Year	2% of Base
2nd "	2.5% " "
3rd "	3% " "
4th "	3.5% " "
5th "	4% of "

Athletic Director

1st Year	12% of Base
2nd "	13% " "
3rd "	14% " "
4th "	15% " "
5th "	16% " "

Head Football, Basketball Coach

1st Year	10% of Base
2nd "	11% " "
3rd "	12% " "
4th "	13% " "
5th "	14% " "

Head Wrestling Coach

1st Year	8% of Base
2nd "	8.5% " "
3rd "	9.5% " "
4th "	10.5% " "
5th "	11.5% " "

Assistant Football and Basketball, J.V. Football, Varsity Baseball, Track

1st Year	6% of Base
2nd "	6.5% " "
3rd "	7.5% " "
4th "	8.5% " "
5th "	9.5% " "

Frosh Football, and Basketball, Girl's Basketball, J.V. Baseball, Golf, Cross-Country, Tennis and Assistant Track

1st Year	5% of Base
2nd Year	5.5% " "
3rd "	6.5% of "
4th "	7.5% " "
5th "	8.5% " "

Jr. High Basketball, Cheerleading Coach

1st Year	3.5% of Base	4th Year	5% of Base
2nd "	4% " "	5th Year	5.5% of Base
3rd "	4.5% " "		

G. MISCELLANEOUS

1. A teacher shall receive full credit for every year of experience up to 5. The Board may grant credit for more than 5 years up to 10 in order to obtain teachers of outstanding merit and qualification or to fill specialized positions.
2. Teachers shall be paid on 26 pay periods, with option of receiving the last 6 pays in a lump sum no later than the last day of the school year.
3. The sum of \$15.00 per semester hour shall be paid for courses taken while employed by the Board provided the teacher signs a contract to return the following year. Reimbursement shall be paid by the first of October.
4. A teacher shall be paid an additional $1/7$ of his salary if he is needed to teach an extra classroom period in addition to the classroom periods now taught within the regular school day schedule. A teacher needed to teach a split grade in the elementary shall be paid an additional $1/7$ or more of his salary.
5. When authorized travel for school purposes is necessary, actual cost of expenses plus highway map mileage at the rate of 10¢ per mile will be allowed.
6. Letters of intent shall be given to probationary teachers by February 1 and returned by said teachers on or before February 15.

H. COMPENSATION FOR GUIDANCE COUNSELLORS

1. The counsellors' day shall not exceed 8 hours. The counsellor shall be available for evening parent conferences as set by the counsellor.
2. The director of guidance shall be responsible for directing the K-12 guidance program and be responsible to not more than 250 students. The student-counsellor ratio shall not exceed 500-1 full time secondary counsellor. The pupil-counsellor ratio shall not exceed 700-1 full time elementary counsellor.
3. In addition to the regular school year the director of guidance and the counsellors shall work regular hours for as many days as necessary as decided by the superintendent. This time shall be paid by a pro-rating method of the regular salary schedule.
4. The director of guidance shall receive \$600.00 and the counsellors \$500.00 additional compensation to their regular salaries.

COMSTOCK PARK SCHOOLS

C o m s t o c k P a r k , M i c h i g a n

B. T. Hachmuth	President
Robert O. Straayer	Vice President
Norman Van Soest	Secretary
Harry Van Soest	Treasurer
Ralph C. Raabe	Trustee
Patrick Dolan	Trustee
Virginia Broski	Trustee

GORDON WILLIAMS
Superintendent
LYMAN McLOUTH
Principal

HILDUR JOHNSON
Main Elementary Principal
DONALD J. BUNING
Stoney Creek Elem. Principal

July 11, 1966

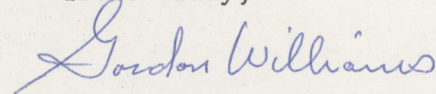
Michigan Education Association
Box 673
East Lansing, Michigan 48823

Dear Sir:

At the request of Mr. Gary Jansen, Chairman of the Negotiating Committee of the Comstock Park Education Association, I am sending a copy of the Master Contract for the 1966-67 school year.

This contract was unanimously approved by the membership following the final negotiating session June 23, 1966.

Yours truly,



Gordon Williams
Superintendent