

Comstock Park 9

9/1/71

NEGOTIATION AGREEMENT

between

THE EDUCATION ASSOCIATION
and
THE BOARD OF EDUCATION
of
COMSTOCK PARK PUBLIC SCHOOLS

Comstock Park Board of Education

MEA
1216 Kendale
E. Lansing, MI
48823

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OFFICE OF
PROFESSIONAL NEGOTIATIONS ARTICLE NO.

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MASTER CONTRACT

This agreement entered into this 1st. day of September, 1970 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 resonableness, 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 recieve 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 predominatly upon the quality and morale of the teaching service, and
- Whereas: The member of the teaching profession is 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.

The Board agrees to require written indication, as early as possible but not later than October 1, on a specified form whether dues are to be deducted for local, state, and national professional organizations except where already covered by continuing membership. The teacher shall have the option to pay in a lump sum or to have such sums deducted monthly and remitted monthly to respective organizations on a continuing year to year basis until otherwise requested.

- D. Nothing contained herein shall be construed to deny or restrict to 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.
- E. 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.
- F. 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 employee 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.

ARTICLE III

PROFESSIONAL COMPENSATION

- 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 185 working days, which shall include 180 attendance days based upon a minimum of 900 hours as defined by State Code. A calendar specifying all pertinent dates shall be attached to the Agreement. Working days shall include all attendance days and any days teachers are required to be in school. 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 six (6). Teachers shall not be required to be at school in excess of the 185 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. New personnel may be requested to attend an orientation meeting during the week preceding Labor Day.
- C. The Board shall close schools for vacations for at least one week each for the Christmas season and the Easter season.
- D. A teacher engaged during the school day in negotiating by Board request in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

ARTICLE IV

TEACHING HOURS

- A. The high school day shall be seven and one half ($7\frac{1}{2}$) hours, except as otherwise provided in this Agreement, which shall include one period of the regular class schedule to be set aside for a conference or preparation period. Teachers are expected to be on duty fifteen (15) minutes before and after the regular scheduled class day. Being on duty is defined as being in the classroom or engaging in preparation activities. Teachers shall have a thirty (30) minute duty free lunch period.
- B. The middle school day (6-7-8) shall be seven and one half ($7\frac{1}{2}$) hours, except as otherwise provided in this Agreement, which shall include one period of the regular class schedule to be set aside for a conference or preparation period. Teachers are expected to be on duty fifteen (15) minutes before and after the regular scheduled class day. Being on duty is defined as being in the classroom or engaging in preparation activities. Teachers shall have a thirty (30) minute duty free lunch period.
- C. The elementary school day (K-5) shall be seven and one half ($7\frac{1}{2}$) hours, except as otherwise provided in this Agreement, which shall include two (2) fifteen minute conference or recess periods and a sixty (60) minute duty free uninterrupted lunch period, none of which time the teacher shall be required to be in a working situation. Teachers are expected to be on duty fifteen (15) minutes before and after the regular class day schedule. Being on duty is defined as being in the classroom or engaging in preparation activities.
- D. If it is necessary to leave the school immediately after the dismissal of students in the afternoon, permission shall be received from the principal's office.
- E. All teachers are expected to be on duty when an activity takes the place of the classroom activity (i.e. assemblies and other functions).
- F. The working hours of the librarians shall be the same as those for the other certified personnel in the school division in which the librarians serve.

ARTICLE V

TEACHING LOADS AND ASSIGNMENTS

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor field of study.
- B. Teachers who will be affected by a change in grade assignments in the elementary and by changes in subject assignment in the secondary will be notified and consulted by their principals. Such changes will be voluntary to the extent possible. Assignment shall be made prior to summer vacation whenever possible.
- C. A student teacher, defined as one who will take over actual teaching, shall be assigned only to a tenure teacher and only after prior consultation and consent of the tenure teacher. No more than one student teacher per year may be assigned to each tenure teacher.
- D. The normal weekly load of the senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. Actual class time not to exceed 300 minutes per day. Schedules are to be worked out by administrators and teachers. Assignments to a supervised study period shall be considered as a teaching period for the purposes of this article.

The normal teaching load for the middle school will not exceed five (5) hours of direct pupil contact per day. They shall be allowed one hour for preparation period per day.

The daily teaching load of the elementary teachers shall not exceed five and one half (5½) hours of pupil-teacher contact.
- E. 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 thirty (30) per class. Large group instruction classes shall follow the ratio of one teacher per thirty (30) pupils. The parties also agree that class size should be lowered wherever possible to 25 in grades K-3.

ARTICLE VI

TEACHING CONDITIONS

- A. An out-call telephone shall be provided in each faculty lounge for the reasonable use by teachers.
- B. Adequate parking facilities shall be made available to teachers for their exclusive use during school hours.
- C. Duplicating machinery shall be available for use by teachers at any time for preparation of classroom material. Audio=visual equipment shall be available for classroom use at any time provided there is no interference with previously requested use.
- D. Daily, classrooms shall be swept, blackboards washed or cleaned weekly, erasers cleaned weekly and chairs arranged neatly by the custodial staff.
- E. At least one custodian shall be provided by the Board to be present continuously at school-sponsored activities or events.
- F. Teachers' meetings in addition to the school day, as defined above, may be scheduled if necessary and at the discretion of the building principal or the superintendent on Monday afternoon for no longer than one hour. Teachers will be expected to reserve this afternoon for professional meetings. Notice of the meeting will be given on a prior Friday except in an emergency. Every effort will be made to eliminate unnecessary meetings and to make profitable those sessions which are called. Principals and coaches shall work out mutually satisfactory attendance procedures.
- G. Teachers shall not be required to be in attendance on days when students are excused from school attendance because of inclement weather unless requested by the Superintendent. Such notification shall be made as early as possible. If a teacher is requested to attend but cannot due to weather conditions, the absence shall be deducted from the personal business day allotment or from the sick leave reserve as directed by the involved teacher.
- H. The association recognizes the valuable contribution made to the educational program by the PTA's of Comstock Park and agrees to recommend to teachers that they attend PTA-PTSA meetings.

ARTICLE VI

(cont'd)

TEACHING CONDITIONS

- I. Teachers and administrators shall work in close cooperation in curriculum, the design of rooms, and selection of equipment for those rooms in all classes. The Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- J. The administration shall arrange the schedule so as to avoid disruptions of the final examination schedule in buildings where final exams are held.
- K. Parent-teacher conferences shall normally be scheduled during regular school hours. If conferences are desired at times outside the regular school day, then release time on the same day shall be granted out of the regular school day equivalent to the hours set aside for the late afternoon or evening conferences.

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. During the summer months, a CPEA representative shall be notified of all vacancies. Such notification shall be by registered mail. 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 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.
- B. Transfers shall be stipulated in writing and signed by the principal and the teacher involved prior to the termination of the current school year. It must be understood that unusual circumstances may require the transfer of a teacher to a different assignment beyond the end of the school year. However, this will be avoided wherever possible and every consideration will be made to minimize difficulties.

ARTICLE IX

LEAVE WITH PAY

SICK LEAVE

- A. All teachers shall be allowed, yearly, ten (10) days sick leave, the unused portion accumulative to 120 days sick leave. New hires shall be allowed to transfer up to thirty (30) days of accumulated sick leave from one or a combination of employers provided the new hire has been continuously employed as a teacher prior to transfer to this system. The bookkeeping department shall provide an annual accounting of sick leave reserves to each teacher. Whenever a deduction is made, it shall be for the actual prorated time.

Up to ten (10) days per year of sick leave will be allowed for illness in the immediate family with sick leave pay. This is deducted from the allowable sick leave.

On inclement days when teachers need not report, the day shall not be deducted from sick leave or personal business day leave unless a substitute teacher had been hired to fill that teaching position. If a teacher is requested to attend but cannot due to weather conditions, the absence shall be deducted from the personal business day allotment or from the sick leave reserve as directed by the involved teacher.

BEREAVEMENT

- B. 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.

MISCELLANEOUS LEAVE

- C. 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 the 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.

PERSONAL BUSINESS

- D. Each teacher will be allowed two days of absence during the school year without loss of salary and deductible from sick leave to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day. An applicant need not state the reason for such leave, but it is recognized that such requests must be made in writing five (5) days in advance except in case of emergency. The personal business days may not be used immediately before or following a vacation except by express approval of the superintendent.

ARTICLE IX

LEAVE WITH PAY

D. (cont'd)

If it is believed by the Board or its agents that any teacher has abused this privilege, said belief shall be promptly transmitted to the Association. The Association shall immediately conduct its own investigation and reply within ten days. If the Association reports that the belief is well-founded, the Board may charge the teacher only on a per diem basis according to the actual time involved.

The personal business day may be used for transacting personal business or attending to affairs of a personal nature that cannot be done on a week-end or outside a school day. We use as examples: legal affairs and/or business transactions where we are dealing with people or places that do not usually carry on business on week-ends or after the normal school day. Also included are very personal obligations of a moral nature, such as appearance in a court as a witness, death and funerals of very close associates that are not normally covered by our sick leave policy.

It is not our intention to make a restrictive list of valid reasons for use of the personal business day. It is the intent, however, to indicate through the above-mentioned examples the types of things considered reasonable when requesting this day.

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 seven (7) consecutive years and who has not had a sabbatical leave during the seven (7) years immediately preceding. The leave shall be granted to not exceed two semesters.
2. An employee on sabbatical leave shall receive as compensation during the period of absence one third (1/3) 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:

ARTICLE IX

LEAVE WITH PAY

3. (cont'd)
 - 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 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 two (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.

Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

ARTICLE X

LEAVES WITHOUT PAY

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.

FAMILY ILLNESS

- A. 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 in writing from the attending physician must be 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.

MATERNITY

- B. 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.

MILITARY

- C. 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.

C.P.E.A. ASSOCIATION

- D. 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.

ARTICLE X

LEAVES WITHOUT PAY

(cont'd)

EXCHANGE TEACHING

- E. 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 one 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.

ADVANCE STUDY

- F. 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.

PEACE CORPS

- G. Leave of absence may be granted of up to two years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period of time so served shall be treated as time taught for purposes of the salary schedule.

PUBLIC OFFICE

- H. The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.

EXTENDED ILLNESS

- I. 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.

ARTICLE XI

TEACHER EVALUATION

- A. Standard uniform evaluative forms shall be used by principals and teachers for evaluation. If the accompanying form is not used, in a particular division, an alternate form mutually agreed to by principal and staff shall be used.
- B. Each teacher is to make a self-evaluation in conjunction with the principal's evaluation.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. Each teacher shall have the right upon request to review the contents of his own personnel file except for privileged communications. A representative of the Association may be requested to accompany the teacher in such review.
- E. 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.
- F. 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.
- G. DISPOSITION OF EVALUATION:
 - 1. 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.
 - 2. Evaluation records may not be sent to other schools or other prospective employers. No one, except as stated above may have access to the evaluation records.
 - 3. A copy of the evaluation shall be given to the teacher.

COMSTOCK PARK PUBLIC SCHOOLS
TEACHER EVALUATION REPORT

TEACHER _____ GRADE or SUBJECT _____

SCHOOL _____ EVALUATOR _____ DATE _____

	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE	NOT RATED
1. Demonstrates skill in teaching techniques				
2. Command of subject matter				
3. Skill in testing and evaluation				
4. Effectiveness in classroom management				
5. Attractiveness of room				
6. Ability to recognize and provide for individual differences				
7. Use of supplementary resources				
8. Ability to acquire respect and gain cooperation of students				
<u>RELATIONSHIP TO SCHOOL AND COLLEAGUES</u>				
9. Cooperation with school staff				
10. Promptness and accuracy in routine tasks				
11. Willingness to participate in school functions				
12. Responsive to suggestions				
<u>PERSONAL CHARACTERISTICS</u>				
13. Appearance				
14. Personality				
15. Dependability				
16. Enthusiasm and initiative				

Specific areas of strength _____

Specific areas of weakness _____

Teacher's signature denotes reading and receipt of a copy of this evaluation but not necessarily agreement.

Teacher's signature

Evaluator's signature

ARTICLE XII

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.
- C. Joint committees, each consisting of the building principal and two tenure teachers, shall be established to evaluate each probationary teacher toward determination of eventual tenure status. To the extent possible, the evaluating teachers shall be from the department or grade involved.
 - 1. Teacher members shall be selected under CPEA supervision.
 - 2. Teacher members may be granted release time to fulfill evaluation responsibilities and supervision may be provided for their classes.
 - 3. Teachers shall have an equal voice with the principal in the recommendation to the superintendent and the Board for the granting of tenure.
 - 4. The final decision on tenure will be made by the superintendent with the concurrence of the Board.
- D. TENURE EVALUATION PROCEDURE:
 - 1. Tenure evaluation shall cover all probationary teachers.
 - 2. There shall be a minimum of two evaluations of a probationary teacher. At least one to have occurred during the two weeks preceding November 15 and at least one to have occurred during the two weeks preceding February 15.
 - 3. Within one week of each stated date, a conference shall be held including the probationary teacher and the evaluating personnel. These conferences shall be used to inform the probationary teacher of the results of the evaluation, to aid, advise, and encourage that teacher.
 - 4. Joint recommendation by administrator and teacher team shall be made and submitted to the probationary teacher by means of an additional conference. After said conference, final recommendation shall be made and submitted to the superintendent by March 15.
 - 5. Notice of intent from the Board to probationary teachers shall be made by April 1.

ARTICLE XIII

CORPORAL PUNISHMENT

It is axiomatic that the best learning takes place in the best learning situation. The best learning situation is found where the teacher, student and parent are working cooperatively. This condition is augmented by a physical environment that is pleasant, neat and clean and in harmony with the general learning situation. All students are expected to show appropriate respect to the teacher and in like manner, the school and all teachers are expected to deal with their students in a manner that is wholly professional. In the event of student misconduct or non-conformance with school rules, conference will be held with the parents of the students and evaluation summaries of the conference filed with the student's record. Persistent student misconduct or persistent non-conformance with school rules constitute sufficient reason for the Superintendent to recommend to the Board that the student be expelled.

The laws of the State of Michigan generally follow the doctrine of "loco-parentis" in matters of teacher-pupil relationships, in other words, the teacher stands in the place of the parent in school behavior questions. This doctrine generally gives the teacher the legal right to administer reasonable corporal punishment.

If it does seem that corporal punishment is the only remaining solution to a problem of persistent student misconduct or disobedience, please observe the following questions before administering same:

1. Will this accomplish the purpose intended?
2. Are you correct in your actions?
3. Are you acting in good faith and in a thoroughly professional manner?
4. Can I secure an adult witness?

If the above questions can be answered to the personal satisfaction of the teacher or principal concerned and it is then deemed advisable to administer corporal punishment, the following guides should be observed:

1. Punishment should not be administered in anger.
2. There should be an adult witness present.
3. The punishment should occur in a location other than the classroom, preferably the principal's office.
4. Punishment should be limited to "spanking" using the hand or appropriate instrument on the fleshy part of the buttocks.
5. Students should not be slapped about the face or ears, subjected to ear pulling, hair pulling, or striking with ruler, book or other article. In cases of self-defense, the teacher has a right to defend himself.

ARTICLE XIV

STRIKES AND SANCTIONS

During the term of this Agreement neither Association or any persons acting in its behalf nor any individual teacher will cause, authorize or support, nor will any Association members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part from the full, faithful, proper performance of the teachers' duties of employment).

ARTICLE XV

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 thirty (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 a contract.

ARTICLE XVI

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.
- B. Within ten (10) days of receipt of the grievance the Superintendent shall meet with grievance representatives of the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the grievance shall be denied by the Superintendent, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.
- C. Within fifteen (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 twenty (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 proceedings 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 XVII

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.
- 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 XVIII

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 XIX
PHYSICAL AND/OR PSYCHOLOGICAL 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 and/or psychological 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 XX
PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in the 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 physical or verbal 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 XXI

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 XXII

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.
- 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 the 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. Prior to printing, the negotiated agreement shall be submitted to the negotiating committee of the Association for proofreading approval.

Articles may be published on separate sheets to expedite publication. Copies shall be made available within sixty days of joint ratification.

- 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.
- F. The Board and the Association agree to establish a steering committee which shall consist of the members of the administrative staff and an equal number of C.P.E.A. members whose purpose shall be to study educational trends and innovations. The committee shall meet monthly, starting with the last Monday of September. Chairmanship shall be rotated among the members.
- G. Remuneration for student teachers monies are to be put into a fund and earmarked for items of need by the staff in the building in which the student teacher served. First consideration will be given to the classroom or subject matter need of the supervising teacher.
- H. The Board agrees to recognize its commitments to all teachers regarding credits, years of experience, and contract steps allowed in the 1969-70 personal contracts as a basis for continued advancement on the salary schedule or retention of maximum benefits.

ARTICLE XXIII

SALARY SCHEDULE AND OTHER COMPENSATIONS

A. Working Principals of a Good Salary Schedule

1. The basic purpose of the school system is the education of our youth. All organizations should enhance rather than hinder the educational process.
2. It should provide a competitive starting salary to attract the highest caliber inexperienced teacher and also to attract experienced teachers with advanced preparation.
3. It should attain a level which would retain these quality teachers in our system.
4. It should be based on preparation and teaching experience.
5. It should promote in-service growth by building a strong incentive for advanced preparation.
6. It should strive toward a greater range between the B.A. minimum and the M.A. maximum salary.

ARTICLE XXIII

B. Salary Schedule 1970-71

Step	B.A.	B.A. 10	B.A. 20	B.A.30	M.A.	M.A. 10
1	1.000	1.025	1.050	1.075	1.100	1.125
2	1.050	1.075	1.100	1.125	1.150	1.175
3	1.100	1.125	1.150	1.175	1.200	1.225
4	1.150	1.175	1.200	1.225	1.250	1.275
5	1.200	1.225	1.250	1.275	1.300	1.325
6		1.275	1.300	1.325	1.350	1.375
7		1.325	1.350	1.375	1.400	1.425
8		1.375	1.400	1.425	1.450	1.475
9		1.425	1.450	1.475	1.500	1.525
10		1.475	1.500	1.525	1.550	1.575
11					1.600	1.625
15		1.525	1.550	1.575	1.650	1.675

1	7350	7534	7718	7901	8085	8269
2	7718	7901	8085	8269	8453	8636
3	8085	8269	8453	8636	8820	9004
4	8453	8636	8820	9004	9188	9371
5	8820	9004	9188	9371	9555	9739
6		9371	9555	9739	9923	10,106
7		9739	9923	10,106	10,290	10,474
8		10,106	10,290	10,474	10,658	10,841
9		10,474	10,658	10,841	11,025	11,209
10		10,841	11,025	11,209	11,393	11,576
11					11,760	11,944
15		11,209	11,393	11,576	12,128	12,311

NON-DEGREE

1	.90	6615
2	.95	6983
3	1.00	7350
4	1.05	7718
5	1.10	8085

ARTICLE XXIII CONT'D

- C. Hours 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 hours earned up to April preceding September 1. The addendum shall be signed by Board members in the same manner as individual contracts are signed.
- D. Basis for the Salary Schedule
1. The schedule is based on the graduate semester hour -
 - a. Term and undergraduate hours will be figured as a 2/3 ratio to graduate hours.
 - b. For courses to count on the schedule, they must be in the field in which the teacher is qualified, or cognates to his field. No course with a grade lower than C shall be accepted for credit.
 2. A teacher may advance on the salary schedule by the following methods -
 - a. Outstanding classroom performance - up to 3 hours per year. A teacher may be recommended by others.
 - b. Travel - up to 3 hours per trip per year.
 - c. Publication or research - up to 3 hours per year.
 - d. Outstanding public or professional service - up to 1 hour per year.
 3. The number of non-course hours is limited by a 1 to 2 ratio to course hours. Course hours are not limited.
 4. Hours 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 hours 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 hours awarded to teachers for outstanding classroom performance, travel, publication or research, or outstanding public or professional service.

ARTICLE XXIII CONT'D

E. Co-curricular Activities (B.A. Base)

1. Class Sponsors:	9th. Grade	1.5%
	10th. Grade	1.5
	11th. Grade	2.0
	12th. Grade	2.0
2. Senior High Student Council		2.5
3. Junior High Student Council		1.5
4. Elementary Student Council		1.0
5. Safety Patrol		2.5
6. School Plays (High School)		2.0
7. Club Sponsorship		1.5
8. Working at Athletic Events:		
a. Varsity athletic events (timer & scorer)		7.50
b. Junior Varsity & Freshman events (timer & scorer)		6.00
c. Other workers		6.00

F. Wages for coaches, athletic director, band director, chorus director, yearbook advisor and newspaper advisor shall be applied to the current base.

ARTICLE XXIII CONT'D

F. Cont'd.

<u>Band Director</u>	<u>% of Base</u>
1st. Year	6.0
2nd. Year	7.0
3rd. Year	8.0
4th. Year	9.0
5th. Year	10.0
<u>Choral Director</u>	
1st. Year	2.0
2nd. Year	2.5
3rd. Year	3.0
4th. Year	3.5
5th. Year	4.0
<u>Athletic Director</u>	
1st. Year	12.0
2nd. Year	13.0
3rd. Year	14.0
4th. Year	15.0
5th. Year	16.0
<u>Girls' Athletic Association</u>	
1st. Year	6.5
2nd. Year	7.0
3rd. Year	7.5
<u>Head Football, Basketball and Wrestling Coach</u>	
1st. Year	10.0
2nd. Year	11.0
3rd. Year	12.0
4th. Year	13.0
5th. Year	14.0
<u>Assistant Football and Basketball, J. V. Football, Varsity Baseball, Track and Ass't Wrestling</u>	
1st. Year	6.0
2nd. Year	6.5
3rd. Year	7.5
4th. Year	8.5
5th. Year	9.5
<u>Assistant J.V. Football</u>	
1st. Year	5.0
2nd. Year	5.5
3rd. Year	6.5
<u>Freshman Football and Basketball, Girls' Basketball, J.V. Baseball, Golf, Cross-Country, Tennis & Ass't Track</u>	
1st. Year	5.0
2nd. Year	5.5
3rd. Year	6.5
4th. Year	7.5
5th. Year	8.5

ARTICLE XXIII CONT'D

F. Cont'd

Assistant Freshman Football

1st. Year	4.0
2nd. Year	4.5
3rd. Year	5.5

Middle School Basketball and High School Cheerleading

1st. Year	3.5
2nd. Year	4.0
3rd. Year	4.5
4th. Year	5.0
5th. Year	5.5

Middle School Cheerleading

1st. Year	2.5
2nd. Year	3.0
3rd. Year	3.5
4th. Year	4.0
5th. Year	4.5

Girls' J. V. Basketball

1st. Year	4.0
2nd. Year	4.5

Yearbook Advisor and High School Newspaper Sponsor

1st. Year	6.5
2nd. Year	7.0
3rd. Year	7.5
4th. Year	8.0
5th. Year	8.5

Middle School - intra-mural sports

1st. Year	3.5
2nd. Year	4.0
3rd. Year	4.5
4th. Year	5.0
5th. Year	5.5

ARTICLE XXIII CONT'D

G. Miscellaneous -

1. A teacher shall receive full credit for every year of experience up to ten (10) years.
2. Payroll Procedures:
 - a. Payroll checks will be issued bi-weekly on Fridays beginning the second week in September, to all employees except as elsewhere provided. The responsibility of distribution will be made by the immediate supervisor.
 - b. Contractural salaries will be divided by twenty-one (21) or twenty-six as requested by the teacher, on forms provided by the administration, with option of the last six pays of the 26 in a lump sum.
 - c. All authorizations for payroll deduction shall be made on forms provided by the administration.
 - d. Should a regular pay date fall during a period when school is not in session, teachers shall receive the pay due on that date on the last day prior to recess.
 - e. The last pay check of the school year may be delayed as long as three (3) days or the next following Wednesday so that all book-keeping records may be completed.
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 made within thirty (30) days after presentation of credits earned during the preceding contractual year while in the employ of the Board.
4. A teacher shall be paid an additional $\frac{1}{6}$ 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 $\frac{1}{7}$ 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. The Board shall issue personal contracts in sealed envelopes to each teacher soon after ratification of new agreement. All teaching contracts shall be returned to the Board within fifteen days after receipt. The Board shall countersign and return a copy to the teacher within seven days after the next Board meeting.

Supplementary addenda shall be treated in the same manner as teacher contracts and shall be issued for all approved activities. Normally, these contracts shall be issued with the teaching contract.

Summer addendum contracts shall be issued as soon as possible prior to the beginning of the activity.

Letters of intent for summer employment shall be issued for approved activities.

ARTICLE XXIII CONT'D

H. Compensation for Guidance Counsellors.

1. The Counsellors' day shall not exceed eight (8) hours. The Counselor shall be available for evening parent conferences as set by the counselor.
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-counselor ratio shall not exceed 500 to 1 full time secondary counselor. The pupil-counselor ratio shall not exceed 700 to 1 full time elementary counselors.
3. In addition to the regular school year the Director of Guidance and the Counselors 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 Counselors shall receive \$500.00 additional compensation to their regular salaries.

I. Insurance Protection -

The Board agrees to furnish full comprehensive, semi-private, non-deductible hospitalization coverage from either M.E.A. or Blue Cross/Blue Shield for the following:

- a. Employee, spouse and child
- b. Individual subscriber
- c. Employee and children
- d. Employee and spouse

The Board shall make payment of insurance premiums for each returning employee to provide insurance coverage for the full 12 month period commencing September 1 and ending the following August 31st.

New employees may enroll for coverage beginning on dates as set forth by insurance companies.

COMSTOCK PARK PUBLIC SCHOOLS

School Calendar for 1970-71

September 7, 1970	Labor Day
September 8, 1970	Orientation
September 9, 1970	Students in - full day
November 5, 6, 10, 11, 1970	Parent Conf. - K-5 (p.m.)
November 17, 18, 1970	Parent Conf. - 6-12 (p.m.)
November 26, 27, 1970	Thanksgiving
December 23, 1970	School Dismissed (Wed. after school)
December 24, 1970	Christmas Holiday begins
January 4, 1971	School Resumes
January 22, 1971	End of first semester
January 25, 1971	Beginning of second semester
February 18, 1971	In Service - 6-12 (p.m.)
March 10, 11, 1971	Parent Conf. K-5 (p.m.)
March 15, 1971	In-service - K-5 - Mich. Reading Conf.
April 5, 6, 7, 8, 9, 1971	Spring Vacation
May 30, 1971	Memorial Day - School in session, Friday May 29th. and Mon. May 31st.
June 6, 1971	Baccalaureate
June 7, 1971	Graduation
June 11, 1971	School closes for the summer (after school)

NOTE: Due to a State Board of Education ruling affecting Memorial Day, there will be no school on Memorial Day which will necessitate rescheduling of an attendance day.

January 22, 1971 and June 11, 1971 will be record days for the secondary schools.

June 11, 1971 will be a record day for the elementary schools.

ARTICLE XXIV

DURATION OF AGREEMENT

- A. This agreement shall be in effect as of September 1, 1970 and shall continue in effect until September 1, 1971. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, except as provided under Article XIII, Section B.

BOARD OF EDUCATION

B. Taylor Hochmuth
President

Mary a. Holland
Secretary

ASSOCIATION REPRESENTATIVES

Thomas Watz
President

Marilyn J. Schroeder
Secretary

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