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June 30, 1971



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AGREEMENT

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AGREEMENT

between

Escanaba Education Association

and

Board of Education

Escanaba Area Public Schools

TABLE OF CONTENTS

	Page
Agreement	1
Witnesseth	1
Recognition	Article I 1
Teacher Rights	Article IIA 2
Board Rights	Article IIB 2
Professional Compensation	Article III 3
Teaching Hours	Article IV 3
Teaching Loads & Assignments	Article V 4
Teaching Conditions	Article VI 5
Vancancies & Promotions	Article VII 6
Transfers	Article VIII 6
Leave Pay	Article IX 7
Leaves of Absence	Article X 7
Terminal Leave	Article XI 8
Insurance Protection	Article XII 8
Teacher Evaluation	Article XIII 8
Protection of Teachers	Article XIV 9
Negotiation Procedures	Article XV 10
Grievance Procedure	Article XVI 11
Miscellaneous Provisions	Article XVII 12
Student Teachers	Article XVIII 13
Duration of Agreement	Article XIX 14
Salary Schedule	Appendix A 15
Summer School Attendance, Foreign Travel & Extension Courses	Appendix B 17
Extra Curricular Pay Schedule	Appendix C 18
School Year Calendar 1968-69	Appendix D 20
School Year Calendar 1969-70	21
School Year Calendar 1970-71	22
Calendar for Evaluation	Appendix E 23
Teacher Evaluation Sheet	25
Guide to Teacher Evaluation	26
Notes	32

AGREEMENT

This Agreement entered into this 1st day of July, 1968, by and between the Board of Education of the Escanaba Area Public Schools, hereinafter called the "Board", and the Escanaba District Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Escanaba Area Public Schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and the Board of Education and administrative personnel of this district, and

WHEREAS the members of the teaching profession are particularly qualified to recommend 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 understandings 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 Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, school psychologists and social workers, speech, hearing, and physical therapists, visiting teachers, advising or critic teachers, teachers of the housebound or hospitalized, attendance or truant officers, school nurses, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory (those who hire, fire or evaluate the above mentioned personnel) and executive personnel and custodial and other non-instructional employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

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 thirty 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 the Association (including the National Education Association and the Michigan Education Association) upon such conditions as have been currently employed.

D. Nothing contained herein shall be construed to deny or restrict to either party hereto rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teach-

ers hereunder shall be deemed to be in addition to those provided elsewhere. Nothing contained herein shall be construed to deny to the Superintendent of the Escanaba Area Public Schools any rights or duties he may have under the Michigan General School Laws or applicable civil service laws and regulations.

ARTICLE II A

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board represented by the Association hereunder, 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 to the extent permitted by law. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will comply with all of the laws of the State of Michigan now in force or enacted during the period of this agreement. The Board further agrees that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings provided that such meetings do not conflict with previously scheduled meetings or activities. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards, public address systems and telephones within the school system shall be made available to the Association for Association business.

C. The Board agrees that the Association has the right to examine all public records.

D. Copies of the minutes of regular and special Board meetings shall be mailed currently to the chairman of the Professional Negotiations Committee and the President of the Association.

ARTICLE II B

Board Rights

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the Board and administration control of the school system and its properties and facilities, and the activities of its employees during school hours.

B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, change in status, and transfer of all such employees.

C. The foregoing is subject to the provisions of Public Act 379 and the specific provisions of this agreement.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedules designated 1968-69, 1969-70, and 1970-71 shall remain in effect during the three year term of this Agreement. Contract negotiations for the school year 1971-72 shall begin no later than March 1, 1971.

B. The salary schedule is based upon a normal teaching load during normal teaching hours. No additional assignments other than prevailing practices at the time of the adoption of this contract shall be required of teachers.

C. Teachers returning to the system shall not be required to report more than two working days prior to the beginning of classes and newly hired teachers three working days, according to the school calendar.

D. Teachers shall be fully paid for those holidays on which school is closed as provided by the school code.

E. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, shall be released from regular duties without loss of salary, personal or sick leave days.

F. A teacher shall be released from regular duties without loss of salary (or loss of leave days) for MEA Fall Conferences, and for any such additional county teachers' conferences or local area workshops, or other conferences as shall be expressly permitted by the Board of Education or the Superintendent.

G. The cost (not to exceed \$10.00) for each routine physical examination required of teachers by the Board or by State or Federal programs shall be at the Board expense. Other physical examinations required by the Board shall be at the full expense of the Board.

ARTICLE IV

Teaching Hours

A. The teacher's normal teaching hours in the secondary schools shall be as follows:

	Sr. High	Jr. High
(1) Teachers check in no later than	8:15 a.m.	8:10 a.m.
(2) Teachers at assigned place of duty not later than	8:25 a.m.	8:20 a.m.
(3) Teachers shall leave school no earlier than	3:30 p.m.	3:20 p.m.
(4) Any alteration in the school day will result in a corresponding change of the closing time.		

(5) In order to initiate a more flexible high school schedule, some classes will begin one period earlier than the regular high school day and some will be held after the present 6th period. The majority of the teachers will continue to teach on the present schedule, but some will begin at 7:30 A.M. and teach until 2:15 P.M. while others will begin at 9:00 A.M. and teach until 4:15 P.M. Teachers will be given an opportunity to volunteer for early or late assignments, and every attempt will be made to honor their preferences. This is to be on a one-year trial basis.

B. The daily time schedule for starting and ending classes in the elementary schools must be necessarily flexible depending on the grade level of the children involved and whether or not bus children are on the school's enrollment. The teacher's required hours in the elementary schools shall be as follows:

1. Teachers report to school 1/2 hour before starting time, 1/4 hour before afternoon session and remain 1/4 hour after dismissal in the afternoon.

2. Teachers staffing the outlying area schools (Ford River, Pine Ridge, Wells, Soo Hill, and Cornell) as well as city schools with bus children should have an equalized day comparable to that of teachers staffing city schools without bus children enrolled.

2a. Bus children K-6 attending the outlying schools should arrive no sooner than fifteen minutes before the starting time of school and should be picked up immediately at dismissal time, or personnel will be hired to supervise until buses arrive.

C. The Board recognizes the principle of a standardized workweek for all teachers in the system and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building.

The normal workweek for teachers shall include the normal teaching-load week, plus the performance of other unscheduled professional teaching services and duties, which have been prevailing at the time of the signing of this contract.

D. The Board of Education will employ at an hourly rate a noon hour supervisor (or supervisors as conditions warrant) in each elementary building to release K-6 teachers during their noon hour period. The board agrees to undertake this expense under the following conditions:

1. The principal of each school will take applications, screen applicants, and inform the selected noon hour supervisors of the duties and responsibilities of the position. The names of the person selected will then be turned into the administrative office.

Secondary teachers (7-12) shall have a scheduled duty-free lunch period in length as currently scheduled.

ARTICLE V

Teaching Loads and Assignments

A. The standardized workweek in the senior high school will be 25 teaching periods and five unassigned preparation periods of 55 minutes each. The standardized workweek in the junior high schools will be 30 teaching periods and five unassigned preparation periods. The standardized workweek in the elementary schools will be equalized and flexible, dependent on the grade level involved, as set forth in Article IV Section B. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association.

The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, preparation periods, and the daily and weekly schedule is necessary for progress of education. The parties further mutually agree that the assignment of teaching periods, and time of preparation periods, and the remainder of the daily and weekly schedule shall be and remain the exclusive prerogative of the Board of Education.

B. It is the agreement of the parties that the assignment of teachers shall continue to be the exclusive prerogative of the Superintendent of Schools, subject to the approval of the Board of Education. Insofar as he can do so with the staff available, and in the exercise of his sole discretion, the Superintendent shall assign teachers, wherever possible, within the scope of their teaching certificates, and within the scope of their major or minor fields of study.

C. All teachers shall be notified in writing, not less than 30 days prior to the opening day of school, of specific teaching assignments. No changes shall be made after that date during the duration of the school year unless by written agreement of the teacher or teachers concerned. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades

will be notified and consulted by their principals as soon as practicable, and prior to May 1. Such changes will be voluntary to the extent possible.

D. No new teacher shall be employed by the Board for a regular teaching assignment who does not have at least a Bachelor's Degree from an accredited college or university, and who is not eligible for a teaching certificate to be issued by the Michigan Department of Public Instruction. In the event teachers with the above qualifications are not available to open school, non-degree teachers may be employed for a period not to exceed one year.

E. Requirements for substitute teachers shall be those issued by the Department of Public Instruction of the State of Michigan.

ARTICLE VI

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. The Escanaba Area Board of Education recognizes the educational soundness of providing a pupil-teacher ratio of one teacher to 30 pupils in grades K - 6, as recommended by the State Department of Education.

B. If more than 100 students are to be enrolled for study halls, assistance in the form of a second supervisory person shall be given to the teacher in charge. Students sent out of study halls for disciplinary reasons shall not be returned to that study hall during that hour.

C. When elementary grade enrollments are in excess of 35 pupils, attempts to equalize enrollments will be made by one of the following methods: (1) transferring pupils to other schools within the district, (2) providing a teacher aide to assist the classroom teacher, (3) dividing the over-size class into two teaching groups with two teachers, (4) dividing over-size class into two groups with two teachers meeting on a double-session plan if no other solution is available.

D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. A joint teacher and administrative committee will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board will undertake to implement all joint decisions thereon made by such committee when practicable. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

E. The Board agrees to set up a committee composed of representatives of the Board, the superintendent, principals, secondary and elementary teachers to study and recommend ways to eliminate non-professional responsibilities of teachers.

1. The collection of insurance money shall not be required of any teacher at the time of the adoption of this contract.

F. All new or revised policy (in writing clearly and specifically labeled as such) will be presented to all teachers and no policy will be operative until at least fifteen days after such notification.

G. The Board shall attempt to make available in each school adequate lunchroom, restroom and lounge facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

H. In schools where continuous cafeteria service for teachers is not available, vending machines for beverages, candy, gum, etc., may be installed at the request of the Association building representative, the location to be determined by the building principal.

I. Telephone facilities shall be made available to teachers for reasonable use, subject to control by the building principal. All long distance calls shall be properly logged and arrangements made for compensation of any phone calls which shall be chargeable to the number involved.

J. Adequate parking facilities shall be made available for teachers and shall be reserved for their exclusive use to the extent it is practicable.

K. 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. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, provided, however, that any private or personal conduct which becomes public, or a matter of reputation, and adversely affects either the teacher, the schools, or the children, shall be an appropriate concern for the attention of the Board and the Association.

L. The provisions of this Agreement, and the wages, hours 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 an employee organization.

ARTICLE VII

Vacancies and Promotions

A. Filling of vacancies in professional positions shall be the prerogative of the Board of Education.

B. The Board declares its support of a policy of promotions from within its own staff, including promotions to supervisory and executive levels. The Board will publish a list of vacancies and qualifications for the same to the members of the Association. Any qualified teacher may apply for such vacancies. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been published for at least fifteen days, except that, after July 1st the association president will be notified of vacancies, but there will be no waiting period.

C. The above paragraphs will cover all new vacancies or promotions, including positions established under Federal Aid programs.

D. Any Federal Aid program being considered by the district shall be brought to the attention of the Association prior to its adoption by the Board of Education. The Association shall be consulted in establishing wages, hours, and working conditions on any Federal Aid programs.

ARTICLE VIII

Transfers

A. Transfer of teachers shall be the prerogative of the Superintendent with the consent of the Board. Teachers shall not be transferred except for the good of education.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in the schools which are to be filled by or will result from such transfers shall be made available to the Association. Those positions shall not be filled until 5 school days following such publication. Seniority in the system will be considered when transfers are to be made.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Leave Pay

A. All teachers absent from duty on account of personal illness, or because of death or illness in the immediate family, shall be allowed full pay for a total of ten (10) days in any school year during the period of probation and a total of fifteen (15) days in any school year upon reaching tenure status, such days to accumulate to 105 days, (the maximum available in any one year 120.) This section shall apply to personal illnesses for all causes.

The term "immediate family" shall include the following: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law.

B. In addition to the prescribed sick leave, each teacher shall be allowed an additional two (2) days per year for personal business - death or sickness of more distant relatives not listed above, of friends, religious observances, or time necessary to conduct other personal affairs impossible to handle outside normal school hours-such personal business leave not to be accumulative. Notification of such leave must be submitted to the building principal who will forward a duplicate to the central office.

C. Any violation of paragraph A and/or B shall be investigated by a committee of the Board and the Association. Flagrant violations will be reprimanded accordingly.

ARTICLE X

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence, without pay, for a period necessary for complete recovery not exceeding the balance of that school year. If said teacher plans to return to classroom the following year, the office of the Superintendent of Schools must be so informed in writing by July 1, otherwise that teacher's position will be considered vacant and a replacement hired. Should the teacher return to the classroom from such extended leave, he shall be assigned to the same, or equivalent, position with seniority on the salary schedule to continue as if the teacher has spent the entire year in the classroom.

B. Absence from duty for the purpose of attending professional meetings, or approved visitation at other schools, or court appearances as a witness, or serving jury duty, such absence having been applied for and approved by the office of the Superintendent, shall not be charged against one's accumulated sick leave nor personal business leave and shall be fully compensated.

C. A maternity leave without pay shall be granted commencing not later than the end of the sixth month of pregnancy, except that when this date falls within a month of the end of a semester the teacher shall be permitted to complete the semester, health and appearance permitting. This leave shall not extend beyond three (3) years after leave commenced. If the teacher chooses to return to employment, she shall be assigned to any existing vacancy for which qualified. No sick leave shall accumulate during this leave nor credit on the salary schedule.

D. There shall be no military leaves of absence except when a teacher is drafted after commencing employment with this school system. No sick leave shall be granted for the period of absence, but seniority on the salary schedule will continue.

E. There shall be no leave granted for the purpose of seeking other employment beyond the two days per year allowed in paragraph "B" of Article IX.

F. Leaves of absence without pay shall be granted at the discretion of the Board of Education, upon application, for the following purposes:

1. Study related to the teacher's license field.

2. Study to meet eligibility requirements for a teaching license other than that held by the teacher.

3. Study, research, or special teaching assignments involving probable advantage to the school system.

Seniority on the salary schedule will continue during the period of absence.

G. The Board may not discriminate against any teacher for campaigning for, or serving in, a public office. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.

ARTICLE XI

Terminal Leave

A. In appreciation for services to the school district, a terminal leave payment of 75% of the unused portion of the sick leave, (maximum 105 days,) based on the retiree's position on the then existing salary schedule will be paid on retirement, providing this teacher shall have been employed in the school district for ten (10) years. This clause shall apply only to retirees who qualify as such under the Michigan State School Employees' Retirement Law. Persons who retire otherwise shall not be entitled to terminal leave.

B. Whenever a teacher plans retirement before age 65, notification of intent to retire early is to be submitted to the administration no later than March 1 of the year previous to such retirement so that terminal leave pay can be projected and properly budgeted. If such notification is not given, the teacher may be required to forfeit the right to terminal leave pay unless early retirement is necessitated by illness or other emergency. This decision is to be determined by joint committee of the Association and Administration. This will become effective March 1, 1969.

ARTICLE XII

Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

A. The Board shall provide \$13.00 per month for 12 months 1968-69, \$20.00 per month for 12 months 1969-70, and \$27.00 per month for 12 months 1970-71. These amounts may be applied toward any one or combination of the parts of the three MEA option insurance plans:

1. Health, Accident and Hospitalization
2. Life Insurance
3. Salary protection only

B. The Board shall adopt the necessary resolution and do all those things necessary to provide the Association members a payroll deduction for the right to benefits of the Michigan Education Association Tax Deferred Annuity Program, or any other program in place of the above as determined by the Association.

ARTICLE XIII

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Each teacher shall have the right upon request to the proper administrative authority to review the contents of his own personnel file pertaining to his work while employed in this school system. Said teacher may also request a representative of the Association to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

1. It is the responsibility of the administrator involved to inform said teacher of his rights pursuant to this paragraph before a witness and said teacher's response verified.

2. No special limitations shall be placed upon investigation, presenting, and interpreting facts and ideas relative to the specific charge.

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, shall be subject to the professional grievance negotiations procedure hereinafter set forth.

E. All teachers on a probationary status shall have an evaluation interview with his principal and/or superintendent by March 1 of each year, a copy of the evaluation form used for this interview to be given to the teacher. In the case of the necessity to reprimand, warn, or discipline any teacher, such reprimand, warning, or disciplining shall be reduced to written form, the original to go to the teacher and a copy to the personnel file in the superintendent's office.

F. The system for evaluating the work of teachers for tenure purposes shall be that proposed by the local tenure committee and adopted by this Board and which appears as Appendix "E" of this contract.

ARTICLE XIV

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undetermined when students discover that there is insufficient administrative 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. The Board further recognizes that the teacher may not be expected to assume the responsibility for emotionally disturbed students nor to be charged with responsibility for psychotherapy, after such disturbed status shall have been determined by a recognized authority and removal from the classroom recommended by such an authority. 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 in accordance with Public Act II, to relieve the teacher of responsibilities with respect to such pupils.

1. No teacher shall be required to spend an abnormal amount of time beyond the normal school day to assist Mental Health Clinic referrals.

2. A teacher may temporarily exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident. Said pupil shall be excluded from class until a conference between parents, principal, student, and any administrator deemed necessary can be held.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and may render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, as far as their investigation of the incident may warrant.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board after suitable investigation may provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher as sick leave or as personal business leave.

E. After suitable investigation the Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises not involving personal negligence on the part of the teacher. The Board will not substitute its responsibility for parental responsibility. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board at a designated hospital unless covered by Workmen's Compensation. Time lost under such circumstances will not be chargeable against the teacher's sick leave.

ARTICLE XV

Negotiation Procedures

A. It is agreed that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to mutual agreement to professional negotiations between them from time to time during the period of this agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Appendix A, Salary Schedule paragraph 2 of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least by March 1, 1971, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its 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 the Board of Education and by a majority 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 means.

E. During the first week of each school quarter, the Association Professional Negotiating Committee and the Administrative Staff, together with a member of the Board of Education shall meet to discuss the administration of this agreement and any problems under it which either party believes exists or may occur in the operation of the School District. An agenda shall be prepared by the parties covering the subjects to be discussed at least one week prior to the meeting.

ARTICLE XVI

Grievance Procedure

A. Definitions

1. A "grievance" is a complaint or a request that involves a violation, misinterpretation or misapplication of any provisions of this agreement, or any written rule, order or regulation of the Board relating to wages, hours, terms or conditions of employment, as they may from time to time be promulgated.

2. An "aggrieved person" is the person or persons, including the Association, making a grievance.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance after having notified the Association Grievance Committee shall first discuss it with his principal or immediate superior, either directly or through the Association's School Representative, with the objective of resolving the matter informally.

2. Level Two

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he may file the grievance in writing with the Association President or Association Grievance Committee within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman shall refer it to the Superintendent of Schools.

b. The Superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it.

c. If a teacher does not file a grievance in writing with the Chairman of the Association's Grievance Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he may file the grievance in writing with the Chairman of the Association Grievance Com-

mittee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the Association Grievance Committee shall refer it to the Board. Within ten (10) school days after receiving the written grievance, a Committee of the Board shall meet with the Aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall, however, be rendered by the full Board.

D. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any School Representative, any member of the Association Grievance Committee or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgement of the Association Grievance Committee, a grievance affects a group or class of teachers, the Association Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the Association Grievance Committee. The Association and the aggrieved person shall sign in the appropriate place on the grievance form, indicating whether the adjustment of the grievance is acceptable or unacceptable, within 20 school days after receiving the written decision at each level.

3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be jointly prepared and given appropriate distribution by the the Superintendent so as to facilitate operation of the grievance procedure.

ARTICLE XVII

Miscellaneous Provisions

A. When sudden illness or emergency occurs which will prevent any teacher from reporting to school, a phone call is all that is needed to arrange for a substitute teacher. The earliest notification possible will be appreciated. All teachers are to notify their building principals.

The absent teacher should contact the principal before the end of each school day for the duration of the absence to keep the substitute informed.

B. No polygraph or lie detector device shall be used in any investigation of any teacher without his consent.

C. The Professional Negotiations Committee of the Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible in the judgment of the Board, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

D. 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 theretofore 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.

E. 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.

F. 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.

G. Teachers of the school district may accept work outside of the school system, but not during school hours, provided such work does not in any way interfere with the performance of the teacher's school duties; provided such work does not conflict with school activities; in accordance with existing policies and practices.

H. Payroll deductions are available upon request for any of the following reasons:

1. for savings or payment of loans to the Delta County Teachers' Credit Union.

2. for a tax sheltered annuity program agreed upon by the Association.

3. any other authorized deductions that have previously existed at the time of the adoption of this contract.

I. Teachers may at any time prior to September 22, 1967 sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

J. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. One half of local dues, plus assessments shall be paid to the Association Treasurer on the 2nd payday in January with the balance to be paid on the first payday in May.

K. In the event a teacher shall not join the Association and execute an authorization for dues deduction in accordance with Article XVII Section J of this agreement, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the dues and assessments of local, state and national membership.

L. Any teacher employed under contract will pay the unified dues in accordance with the length of employment.

ARTICLE XVIII

Student Teachers

A. The Escanaba School District Association offers its full support of the Student Teaching Program and will attempt, upon request from the proper official, to aid in implementation or in finding solutions to any unanticipated problems connected with this program.

B. Policies established by Northern Michigan University, unless they are in conflict with terms of the Master Agreement between the Board and the Association, or Board policy shall be followed in the implementation of the Student Teaching Program.

C. Declining either a request or recommendation to the position of supervisory teacher will not result in adverse evaluation of said teacher.

D. The student teacher may not be used as a substitute teacher.

E. It is recommended that each student teacher carry an adequate amount of liability insurance.

F. The supervising teacher shall be paid, in addition to his or her contractual salary, the sum of \$75 per student teacher under his or her supervision for each eight-week period.

ARTICLE XIX

Duration of Agreement

This Agreement shall be effective as of July 1, 1968 and shall continue in effect for three years until the 30th day of June, 1971. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Appendix A

Salary Schedule

1. The Board of Education has established a single salary schedule which shall be ineffect until revised. Any revision of the salary schedule shall be made by joint action of the Board and the Association. This salary schedule shall apply to all positions covered in this agreement, and there shall be no deviation from this schedule for any such position.

2. It shall be agreed that in the event the average base rate of the majority of MEA Region 17 schools designated class A-B exceeds the base rate of the Escanaba Area Schools on any ensuing June 1, this agreement will be declared open for negotiations of wages upon mutual consent of both parties.

3. Salary Schedule 1968-69

Step	Index	B.A. or B.S.	M.A. or M.S.
1	1.00	\$6200	\$6700
2	1.03	6386	6901
3	1.06	6572	7102
4	1.09	6758	7303
5	1.14	7068	7638
6	1.19	7378	7973
7	1.24	7688	8308
8	1.30	8060	8710
9	1.365	8463	9145.50
10	1.43	8866	9581
11	1.50	9300	10,050

Salary Schedule 1969-70

Step	Index	B.A. or B.S.	M.A. or M.S.
1	1.00	\$6700	\$7200
2	1.03	6901	7416
3	1.06	7102	7632
4	1.09	7303	7848
5	1.14	7638	8208
6	1.19	7973	8568
7	1.24	8308	8928
8	1.30	8710	9360
9	1.365	9145.50	9828
10	1.43	9581	10,496
11	1.50	10,050	10,800

Salary Schedule 1970-71

Step	Index	B.A. or B.S.	M.A. or M.S.
1	1.00	\$7200	\$7700
2	1.03	7416	7931
3	1.06	7632	8162
4	1.09	7848	8393
5	1.14	8208	8778
6	1.19	8568	9163
7	1.24	8928	9548
8	1.30	9360	10,010
9	1.365	9828	10,510.50
10	1.43	10,496	11,011
11	1.50	10,800	11,550

4. Payment of salary shall be according to existing schedule except that when any payday falls during a vacation, then teachers shall receive pay for that period on the last working day prior to vacation.

5. Newly hired teachers shall be placed on the salary schedule with full credit allowed for:

- a. Teaching experience outside the Escanaba Area Public Schools not to exceed 5 years.
- b. Interrupted teaching experience within the Escanaba Area Public Schools shall be evaluated by the Superintendent of Schools for Board approval.

6. Teachers receiving a higher degree prior to the opening date of school shall immediately be placed in the appropriate degree schedule and at the appropriate step of the existing salary schedule.

7. When a teacher receives a higher degree sometime during the school year, that teacher will be placed on the higher salary schedule at the beginning of the following semester.

8. No teacher shall be hired at a base salary in excess of the existing salary schedule, after proper determination as to previous experience and, or special education certification held.

9. The rate of pay for substitutes will be as follows:

- a. \$18.00 per day for non-degree substitutes for 1968-69
\$20.00 per day for non-degree substitutes for 1969-70
\$22.00 per day for non-degree substitutes for 1970-71
\$22.50 per day for degree substitutes for 1968-69
\$25.00 per day for degree substitutes for 1969-70
\$27.50 per day for degree substitutes for 1970-71
- b. A degree substitute who has taught a minimum of five (5) consecutive school days in the same assignment shall be paid at the B.A. beginning salary for all substitute days pro-rated on the basis of contract days. Said teacher is to be selected for duty by the principal with the approval of the superintendent.
- c. Substitute teachers shall be paid by the day and only for the days actually spent in the classroom. There shall be no compensation for holidays or weather days occurring during a protracted period.

10. Non-degree tenure teachers holding a life certificate as of September 1, 1966 employed by the Board will receive the beginning salary of a Bachelor's degree teacher.

11. In the case of the necessity of hiring a non-degree teacher for full-time teaching, that person shall be paid for one year at the rate of 90% of the beginning B.A. salary.

12. Nurses salaries shall be 80% of the B.S. base using the index of the salary schedule in Appendix A. They shall be classified as affiliate Association members and shall be entitled to full benefits of such membership. Nurses will be given a minimum of 30 school day notice before termination of employment.

13. Affiliate Association members covered in this agreement shall have their dues deducted from their salary and sent to the Association Treasurer in the same manner as regular Association members. The affiliate member will pay the sum of the local, state, and national dues assessment. The local dues, remaining portion of the state, and national dues shall be paid to the EEA Treasurer.

Appendix B

Summer School Attendance, Foreign Travel and Extension Courses

1. The Board of Education will pay to each teacher who will be employed in the Escanaba Area Public School System at the beginning of the following year the sum of \$20.00 for each semester hour of credit earned at summer school the summer immediately preceding such school year, but in no case shall the number of hours be in excess of the number of weeks of summer school attended. (No payment shall be made for hours earned through summer or school-year NDEA Institutes or through any other programs where there is no tuition or the tuition is paid from other sources.)

2. Upon receipt of a statement of credit earned in an extension course offered by an accredited college or university in Escanaba, Marquette, or any other center, the Board will pay 50% of the tuition cost.

3. Teachers who receive an increase in salary by reaching a higher training level after summer school attendance shall receive both the increase as provided for in the salary schedule and the allowance for summer school attendance.

4. Reimbursement of tuition will be made twice each year—at the first payday in March for courses taken during the first semester, and at the first payday in October for courses taken during the second semester or in summer session. The teacher must be in the employ of the Escanaba Area Public Schools at the time of reimbursement in order to receive it.

5. The Board of Education will pay to each teacher who will be employed in the Escanaba Area Public School District at the beginning of the following year the sum of \$18.00 for each week of foreign travel beyond the boundaries of the United States for a maximum of eight weeks subject to prior approval by the Superintendent. This bonus will not be paid for both summer school and foreign travel.

Appendix C

Extra Duty Pay Schedule

1. The Board of Education and the Association have established the following extra-duty salary schedule which shall be in effect until revised. Remuneration (annual) for a given assignment bears a percentage relationship to the appropriate level of the bachelor schedule for the teacher involved. The schedule is based on the adopted B.S. schedule and percentage as shown in Appendix C.

2. Extra-duty schedule

<u>Extra duty</u>	<u>Percentage</u>
H.S. Varsity Football-Head	9
H.S. J.V. Football-Head	6
H.S. Varsity Football-Asst.	5
H.S. J.V. Football-Asst.	4
9th Grade Football	4
J.H. Football-Head	4
J.H. Football-Asst.	3
H.S. Varsity Basketball	9
H.S. J.V. Basketball	6
9th Grade Basketball	4
J.H. Intramural Basketball	3
J.H. Interscholastic BB-2 teams	5
H.S. Track -Head	4
H.S. Track -Asst.	3
J.H. Track	3
H.S. Cross Country	3
H.S. Golf	3
H.S. Tennis	3
H.S. Intramurals	2
H.S. Wrestling	6
Ticket Manager	3.5
Activity Director	4.5
Bookstore	3.5
H.S. Student Council	2.5
J.H. Student Council	2.5
Escanaban	3.5
Debate	3.5
Forensics	2.5
Dramatics	3
H.S. Audio-Visual	3.5
J.H. Audio-Visual	3.5
H.S. Vocal Music	6.5
H.S. Orchestra	5
J.H. Chorus	2.5
J.H. Band and Honor Band	8
H.S. Band	8.5
H.S. Marching Band	3
Musical-Director of Music	1.5
Musical-Director of Dramatics	1.5
J.H. Orchestra	3
Elementary Honor Chorus	1.5
Mortarboard	2.5
Orange and Black	2.5
Cheerleaders	1.5
J.H. Lites	2
Yearbook	3.5
Production Printing	5.5

3. No two extra duty activities which are operated simultaneously may be handled by the same individual except in an emergency when dropping of an activity is the only option.

4. Pay for Teachers working at Athletic events:

<u>Football Games</u>	<u>Varsity</u>	<u>J.V.</u>
Ticket takers, fence attendants, grand-stand attendants	\$ 8.00	
Official for down-box	12.00	6.00
"Chain-gang"	12.00	6.00
Scorekeepers	8.00	4.00
<u>Basketball Games</u> (per night, varsity & JV)		
Ticket takers, Door keepers	10.00	
Scorers and timers	12.00	6.00

Track (per meet)

Each attendant Local Meets - \$5.00 Regional Meets - 10.00
 Teachers will accept assignments, in rotation, to chaperone dances without additional compensation. Principals will establish a system whereby teachers may volunteer for the times most convenient for them.

5. a. A typist will be employed for at least one-half day for use by the Printing Department.

b. All work done by the printing shop must be channeled through and cleared by the office of the Superintendent.

6. Summer employment of members of the extra duty staff shall be remunerated at a rate of \$75 per week.

7. No pay shall be received for extra duties for which time from the normal teaching hours or normal teaching load has been made available. Payment, according to Appendix C., shall be made only for those duties performed prior to the regular school opening or after the dismissal time as set forth in Article IV of this Agreement. Duties for which released time is made available shall not receive compensation other than the regular salary.

8. When plans are being made by the Board to establish or discontinue extra duty programs, the Association shall be notified prior to final action being taken by the Board. Wages, hours, and working conditions for new extra duty assignments created by the Board shall be subject to negotiation with the Association.

9. Any change in personnel or policies of the extra duty schedule must be through prior negotiation with the Professional Negotiating Committee of the Escanaba Area Public Schools.

Appendix D

Calendar for the 1968-69 School Year

FIRST SEMESTER

Wed.	August 28, 1968	New teachers report
Thurs. & Fri.	August 29 and 30	Pre-School Conference
Mon.	September 2	Labor Day
Tues.	September 8	First day of classes
Thurs. & Fri.	October 3 and 4	MEA Regional Conference
Wed.	Nov. 27 (Noon)	Thanksgiving holiday commences
Mon.	December 2	School reopens
Fri.	Dec. 20 (4:00 P.M.)	Christmas Holiday begins
Mon.	Jan. 6, 1969	School reopens
Thurs. & Fri.	January 23 and 24	H.S. student evaluation
Fri.	January 24	End of first semester

September	20	3	Pre-school
October	21	1	Labor Day
November	19	2	MEA
December	15	1	Thanksgiving
January	<u>15</u>	—	

Attendance days	90	7	Contract days
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SECOND SEMESTER

Mon.	January 27, 1969	Second semester begins
Thurs.	April 3 (4:00 P.M.)	Easter Holiday begins
Wed.	April 9	School reopens
Thurs.	May 22	Elem. eval. (no classes in city)
Fri.	May 23	Elem. eval. (no classes in twps.)
Fri.	May 30	Memorial Day
Sun.	June 1	Baccalaureate
Tues.	June 3	Commencement
Wed.	June 4	J.H. evaluation
Thurs.	June 5	H.S. evaluation
Fri.	June 6	Schools close

January	5	1	Good Friday
February	20	1	Memorial Day
March	21	1	Last day
April	19		
May	21		
June	<u>4</u>	—	

Attendance days	90	3	Contract days
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Yearly totals:	Attendance days	180
	Additional contract days	<u>10</u>
	Total contract days	190

Calendar for 1969-70 School Year

FIRST SEMESTER

Wed.	August 27, 1969	New teachers report
Thurs. & Fri.	August 28 and 29	Pre-School Conference
Mon.	September 1	Labor Day
Tues.	September 2	First day of classes
*Thurs. & Fri.	October 9 and 10	MEA Regional Conf. (tentative)
Wed.	November 26 (Noon)	Thanksgiving Holiday commences
Mon.	December 1	School reopens
Fri.	Dec. 19 (4:00 P.M.)	Christmas Holiday begins
Mon.	January 5, 1970	School reopens
Thurs. & Fri.	January 22 and 23	H.S. student evaluation
Fri.	January 23	End of first semester

September	21	3	Pre-school
October	21	1	Labor Day
November	18	2	MEA (tentative)
December	15	1	Thanksgiving
January	<u>15</u>		

Attendance days 90 (or 92) 7 Contract days (or 5)

SECOND SEMESTER

Mon.	January 26, 1970	Second semester begins
Thurs.	March 26 (4:00 P.M.)	Easter Holiday begins
Wed.	April 1	School reopens
Thurs.	May 28	Elem. eval. (no classes in city)
Fri.	May 29	Elem. eval. (no classes in twps.)
Sun.	May 31	Baccalaureate
Tues.	June 2	Commencement
Wed.	June 3	J.H. evaluation
Thurs.	June 4	H.S. evaluation
Fri.	June 5	Schools close

January	5	1	Good Friday
February	20	1	Last day
March	19		
April	22		
May	21		
June	<u>4</u>		

Attendance days 91 2 Contract days

Yearly totals:	Attendance days	181
	Additional contract days	<u>9</u>
	Total contract days	190

NOTE: Depending upon what happens to MEA Conference days, these totals could become 183 + 7 equals 190.

Calendar for 1970-71 School Year

FIRST SEMESTER

Wed.	August 26, 1970	New teachers report
Thurs. & Fri.	August 27 and 28	Pre-School Conference
Mon.	August 31	First day of classes
Mon.	September 7	Labor day
*Thurs. & Fri.	October 8 and 9	MEA Regional Conf. (tentative)
Wed.	November 25 (Noon)	Thanksgiving Holiday begins
Mon.	November 30	School reopens
Fri.	Dec. 18 (4:00 P.M.)	Christmas Holiday begins
Mon.	January 4, 1971	School reopens
Thurs. & Fri.	January 21 and 22	H.S. student evaluation
Fri.	January 22	End of first semester

August	1	3	Pre-school
September	21	1	Labor Day
October	20	2	MEA (tentative)
November	19	1	Thanksgiving
December	14		
January	<u>15</u>		

Attendance days 90 (or 92) 7 Contract days (or 5)

SECOND SEMESTER

Mon.	January 25, 1971	Second semester begins
Thurs.	April 8 (4:00P.M.)	Easter Holiday begins
Wed.	April 14	School reopens
Thurs.	May 27	Elem. eval. (no classes in city)
Fri.	May 28	Elem. eval. (no classes in twps.)
Sun.	May 30	Baccalaureate
Mon.	May 31	Memorial Day holiday
Tues.	June 1	Commencement
Wed.	June 2	J.H. evaluation
Thurs.	June 3	H.S. evaluation
Fri.	June 4	Schools close

January	5	1	Good Friday
February	20	1	Memorial Day
March	23	1	Last Day
April	19		
May	20		
June	<u>3</u>		

Attendance days 90 3 Contract days

Yearly totals:	Attendance days	180
	Additional contract days	10
	Total contract days	190

NOTE: Depending upon what happens to MEA Conference days, these totals could become 182 + 8 equals 190.

Appendix E

Calendar for Evaluation of Probationary Teachers

- September 1. Begin new teacher orientation.
- 1.1 Review the procedures that you expect to follow throughout the year in evaluating the performance of each probationary teacher.
 - 1.2 Review the "Guide to Teacher Evaluation" along with this calendar with all probationary teachers and provide each one with a copy of both.
 - 1.3 In cases involving a teacher in the last year of probation, where a written program of assistance was developed in April and May of the preceding year, this program should be reviewed with the teacher involved, and plans completed for implementation of the program.
- October 1. Begin classroom observations of teachers.
2. Begin recording progress of teachers.
- 2.1 Observation reports
 - 2.2 Anecdotal records
- November 1. Continue classroom observation.
2. Begin written documentation in cases where a probationary teacher's work has been unsatisfactory.
Send a memorandum to each probationary teacher whose work has been unsatisfactory. Specify the areas where improvement should be made.
- 2.1 Send a memorandum to each probationary teacher whose work has been unsatisfactory. Specify the areas where improvement should be made.
 - 2.2 Include suggestions for improvement.
3. Continue progress reports.
- 3.1 Add reports on such activities as teacher's visitation to other classes, conference participation, etc.
 - 3.2 Add anecdotal records on unusual growth or lack of it.
 - 3.3 Add written reactions of parents, evidence of community participation, evidence of increasing confidence, skill and management.
 - 3.4 Confer with others who share responsibility of the teacher's performance.
- December 1. Same as November
2. Remember to maintain good communication with each probationary teacher regarding progress.
- January 1. Summarize first-semester progress IN WRITING and add to personnel folder.
2. Make notes where evidence exists that teachers are doing a good job.
3. Where evidence exists that teachers are not measuring up to your expectations:
3.1 Tell them so, again in writing but also in a personal conference.
3.2 Advise the personnel office in writing.
- February 1. Continue program of previous months for most teachers.
2. In late February, review all file materials on each probationary teacher.
3. Schedule "Evaluation Review" conferences with probationary teachers where necessary.
- March 1. 1st WEEK OF MARCH: Complete evaluation forms and recommendations for each probationary teacher. Hold the "Evaluation Review" conferences with each.
Remember: Rate each probationary teacher in comparison to his training and experience.
2. END OF FIRST WEEK: Send signed teacher evaluation to personnel office. Retain one copy for each teacher in personnel folder.

3. Beginning of SECOND WEEK: Recommendations for each probationary teacher are due in the personnel office.
 4. MARCH 10 or 11th: Director of Personnel is to hold a conference in each case where:
 - 4.1 A teacher is recommended for a second year of probation, but his work has not been satisfactory.
 - 4.2 A teacher is recommended for a third year of probation.
 - 4.3 A teacher is not recommended for tenure.
 5. About March 18th: Recommendations for the Board of Education consideration are typed and duplicated.
 6. About March 20th: Recommendations are mailed to the Board of Education members.
 7. About March 26th: Action is taken by the Board.
 8. APRIL 1st: Probationary teachers are notified in writing regarding their satisfactory or unsatisfactory service.
- April
1. About April 7th: Personnel office will notify the Michigan State Tenure Commission, in writing, of the action taken by the Board.
- April 15th
to
May 15th
1. For teachers recommended for second year probation, but whose work has not been entirely satisfactory: The appropriate person shall develop a program of assistance designed to upgrade the performance of each teacher recommended for a second year of probation but whose work has not been satisfactory. This plan is to be in writing and is to be reviewed with the teacher.

TEACHER EVALUATION SHEET

DIRECTIONS: Check each factor in the square which best expresses the rating. Include further particulars under comments. The detailed outline will explain just what is included under each factor

		Superior	Above Average	Average	Needs Improvement	Unsatisfactory
I. <u>Classroom Effectiveness</u>						
A. Scholarship of Teacher	A					
B. Ability to convey to students	E					
C. Preparation	C					
D. Adaptability	D					
E. Uses a variety of instructional methods	F					
F. Meets individual needs	F					
G. Encourages self-motivation and independent thinking	G					
H. Evaluation	H					
I. Teacher-pupil rapport	I					
J. Discipline	J					
II. <u>Professional Characteristics</u>						
A. Degree of professional organization participation	A					
B. Inservice participation	B					
C. Good Ethics	C					
D. Assignment participation	D					
E. Staff relationships	E					
F. Overall management	F					
III. <u>Community Relationships</u>						
A. Effectively interprets the school program to public	A					
B. Participation in community non-school activities	B					
C. Community deportment (behavior)	C					
IV. <u>Personal Qualities</u>						
A. Ability to meet people	A					
B. Judgment and tact	B					
C. Health	C					
D. Personal grooming and appearance	D					
E. Poise and self control	E					
F. Cooperation	F					
G. Mental Attitude	G					
H. Sense of humor	H					
I. Dependability and integrity	I					

Comments:

Recommendations:

Date of Conference _____

Principal's Signature

Teacher's Signature

GUIDE TO TEACHER EVALUATION

I. Classroom Effectiveness

A. Scholarship of teacher

1. Possesses adequate subject matter background.
2. Keeps abreast in his field by reading, further study, workshop, etc.
3. Brings to class a variety of experiences, ideas and incidental information.
4. Demonstrates on the job an effective command of the pertinent knowledge and the required skills of the subject being taught.
5. Keeps informed of world, national and local affairs through reading, travel, and work experiences.

B. Ability to convey to students

1. Meets objectives of the course.
2. Directs interesting, varied, and stimulating classes.
3. Conducts discussions so that pupils learn to express ideas clearly, accurately and completely.
4. Helps children acquire good study and work habits.
5. The teacher's communication processes are clear and adequate (understandable vocabulary, clear, well modulated voice, writes legibly)
6. Fosters enthusiasm by clear cut directions and anticipation of student questions.
7. Helps each child set appropriate goals for himself.
8. Helps children develop the ability to work profitable in classroom situations.
9. The teacher presents problems in a manner which stimulates students to contribute to the discussion.

C. Preparation

1. Prepares daily lesson plans which contribute to effective teaching.
2. Makes daily lesson plans, seating charts, and teaching materials available for substitute.
3. Schedules time to meet immediate and long term curriculum requirements through advance planning consistent with objectives of the course and good educational philosophy.
4. Enlists pupil participation in the planning processes as required by the situation.
5. Fits daily plan into established teaching units within the course of study.
6. Procures and organizes in advance materials, equipment and supplies in readiness for use in class.
7. Makes appropriate arrangements in order to use effectively resource people, community organizations, field trips and excursions to stimulate the learning process.
8. Sets long range goals which are recognizable by all.
9. Plans reveal a knowledge of and provision for individual needs.
10. Free time is used for professional planning and evaluation.
11. Correlates teaching and planning with others teaching the same grade or subjects.
12. Seeks administrative help in resolving planning problems.

D. Adaptability

1. Adjusts easily to changes in procedure; does not consider his own program all important.
2. The teacher is flexible in adjusting predetermined plans to circumstances and individuals.

- E. Uses a variety of instructional methods
 - 1. Many illustrations and suggestions are made by the teacher in presentation of the subject.
 - 2. Uses a variety of techniques such as project and unit work, demonstrations, audio-visual aids, bulletin and chalk boards, exhibits, field trips, homework, etc.
 - 3. There is a flexibility in approaches to capitalize on interests and situation.
 - 4. The teacher provides opportunities and materials for creative work.
 - 5. The teacher uses the assistance of resource people and material to supplement his own teaching.
 - 6. Discussions emanate from procedures as to many possible solutions.

- F. Meets individual needs
 - 1. Encourages a high quality of performance consistent with the individual's ability.
 - 2. Varies method and content to suit individual differences and goals.
 - 3. Has genuine concern for all children regardless of their cultural, intellectual or academic status.
 - 4. Encourages pupils to make their own judgments according to various levels of maturity.
 - 5. Creativity is fostered to develop interests and skills.
 - 6. Recognizes each child's emotional and social needs.

- G. Encourages self-motivation and independent thinking
 - 1. Helps children evaluate themselves and their growth as a means to further growth.
 - 2. Challenges, encourages and guides critical thinking through the use of stimulating questions and provocative ideas.
 - 3. Leads pupil to engage in solving problems significant to him.
 - 4. Help students integrate their learning experience into a meaningful pattern.
 - 5. Encourages pupils to make their own judgments according to their various levels of maturity.

- H. Evaluation
 - 1. Uses regular, systematic, fair evaluation of pupils.
 - 2. Keeps adequate records on all students.
 - 3. Encourages continual self appraisal by students.
 - 4. Test results are analyzed as a means to an end, not an end in itself.
 - 5. The teacher sets desirable standards for individual and group achievement.
 - 6. Set standards are fair and adhered to.
 - 7. Plans and procedures indicate group-analysis in determining class goals.
 - 8. Students participate in planning and setting up standards when appropriate.
 - 9. Students are aware of goals.

- I.
 - 1. Displays evidence and understanding the pupil's social, emotional, physical and intellectual growth and development.
 - 2. Shows respect for each pupil.
 - 3. Has a friendly manner in all approaches to students.
 - 4. Teacher avoids sarcasm, and nagging, and remains calm when confronted by frustrations.
 - 5. Students feel free to approach and exchange ideas with teacher.
 - 6. Students react with confidence and respect for the teacher.

7. Manifests a vital interest in the activities, problems, and growth of each pupil.
8. Develops in each pupil a sense of personal growth and worth.
9. The teacher is fair and impartial in dealing with students.
10. The teacher is unbiased and utilizes praise and constructive criticism as needed.
11. The teacher demonstrates a friendly and sympathetic manner.
12. The teacher shows concern for the individual.
13. The teacher takes time to listen and to help.

J. Discipline

1. Maintains excellent discipline founded on respect and understanding; not fear.
2. Is respected by pupils, secures voluntary cooperation, has a minimum of behavior problems.
3. Handles behavior problems individually when possible.
4. Punishments are fair, reasonable, and meted out in anger.
5. Maintains discipline by being consistently friendly, fair, and firm.
6. Handles behavior problems without emotional upsets or emotional extremes.
7. Maintains good order without compulsion.
8. A learning atmosphere is evident at all times.
9. Pupil behavior reflects good planning and control.

II. Professional characteristics

A. Degree of professional organization participation

1. Is active in professional organizations.
2. The teacher shows evidence of the importance of professional growth.
3. Reads professional literature.

B. Inservice participation

1. Presents ideas, serves on committees for curriculum study and research.
2. Is continually growing professionally through study, experimentation, and participation in professional activities.
3. Is critical of and constantly trying to improve his work.
4. Attends and participates in staff meetings.
5. Keeps abreast of educational trends pertaining to his particular area.

C. Good ethics

1. Does not abuse privileges.
2. Is loyal to the profession and the school system.
3. Has high standards of ethics in his dealings with the profession, parents and pupils.
4. Uses discretion and consideration in speaking of his school or colleagues.
5. Understands expectations and responsibilities of the profession.

D. Assignment participation

1. Performs regularly and extra assigned duties promptly as well as possible.
2. Carries a fair share of out-of-class responsibilities.
3. Accepts personal responsibility for compliance with rules and for attention to administrative requests.
4. Displays a willingness and enthusiasm to work for the overall good of the school.
5. Accepts responsibility for the supervision of pupils, as need arises, both in the school building and on the grounds.
6. Initiates or participates fully in activities designed to meet the

needs of the particular school.

7. Contributes constructively to committees, faculty meetings, and other school groups either voluntarily or by assignment.
8. Carries out willingly and effectively non-teaching duties delegated to him.
9. Fulfills established administrative policies and directives.

E. Staff relationships

1. Considers intelligently and/or appreciatively, suggestions offered by superiors or co-workers.
2. Takes positive steps in developing and maintaining faculty and student morale.
3. Provides dependable and effective leadership in activities involving the general welfare of the schools.
4. Accepts criticism or recognition gracefully.
5. Accepts group decisions without necessarily agreeing.
6. Is friendly and courteous with teachers, administrators, and non-professional personnel.
7. Participates in school activities, assemblies, recreational programs, displays and similar features.
8. Cooperates and maintains constructive professional associations with immediate administrators and co-workers.

F. Overall management

1. Is prompt and accurate in handling records and reports.
2. Is reliable and conscientious in adhering to school's time schedule.
3. Organizes room to supplement and advance the instructional program.
4. Arranges for temporary supervision of pupils if he must attend to other matters.
5. Performs clerical responsibilities and routines promptly and efficiently.
6. As far as possible, the arrangement of physical features of the room show a concern for the comfort of the students.
7. Reports to proper person those physical aspects needing attention or repair.
8. Shows evidence of planned use of projects, bulletin boards, reference materials, etc. as well as good housekeeping.

III. Community relationships

A. Effectively interprets the school program to the public

1. Maintains good communication with parents by contacting and reporting pupil behavior, needs, and progress.
2. Cooperates and participates in P.T.A. activities or similar organizations.
3. Handles contacts with parents in a manner which reflects favorably on the school system and the teaching profession.
4. Interprets the school's program and policies to the community as occasion permits.
5. Is proud of his profession and attempts to promote respect for it.
6. Observes professional ethics.
7. Maintains teacher-pupil relationships in such a manner so as to foster good public relationships.

B. Participation in community non-school activities

1. Participates in civic and community affairs in such a way as to promote appreciation and understanding of the school system and the teaching profession.
2. Has interests outside of the profession which contribute to his effectiveness as a teacher.

3. Utilizes community to enrich children's learning.

C. Community deportment (behavior)

1. Attends community as well as school functions.
2. Sets an example of socially acceptable behavior which serves as a pattern for the pupils to emulate.
3. His behavior does not bring discredit to the teaching profession.

IV. Personal qualities

A. Ability to meet people

1. Shows genuine respect, concern, and warmth for others, both child and adult.
2. Is not usually shy, self-conscious or withdrawn.
3. Mingles and converses freely with persons outside of the teaching profession.

B. Judgment and tact

1. Is considerate of students and colleagues.
2. Uses tact in dealing with persons within and outside the profession.
3. Is open minded and tolerant.

C. Health

1. Is physically able to perform duties.
2. Is not handicapped by too frequent absence or illness.
3. Has a healthy, cheerful outlook on life in general.

D. Personal grooming and appearance

1. Dresses appropriately and is well groomed.
2. Speaks clearly, using good English, in a well modulated voice.
3. Attempts to correct personal habits and mannerisms which detract from effective teaching.
4. Has good posture standing and seated.

E. Poise and self control

1. Maintains sound emotional adjustment.
2. Is calm and mature in his reactions.
3. Has poise and refinement expected of a professional person.
4. Shows evidence of mature behavior and emotional stability.

F. Cooperation

1. Considers intelligently and/or appreciatively, suggestions offered by superiors and co-workers.
2. Accepts responsibility for the supervision of pupils, as need arises, both in the school building and on the grounds.
3. Cooperates in maintaining and improving the appearance of buildings and grounds.
4. Participates in school activities, assemblies, recreational programs, displays, similar features.
5. Takes positive steps in developing and maintaining faculty and student morale.
6. Provides dependable and effective leadership in activities involving the general welfare of the schools.
7. Accepts group decisions without necessarily agreeing.
8. Is aware of and abides by school and system wide regulations and procedures.

G. Mental attitude

1. Is free from undue tension.
2. Is enthusiastic and interested in his work.
3. Accepts criticism graciously.
4. Is able to deal rationally with problems and frustrations.

- H. Sense of humor
 - 1. Shares the enjoyment of truly humorous situations with pupils.
 - 2. Develops the ability of children to enjoy a humorous situation.
 - 3. Can take a joke on himself.
 - 4. Does not poke fun at others.
 - 5. Uses humor as a technique but does not try to be entertaining.

- I. Dependability and integrity
 - 1. Can be counted on to do at least what is expected.
 - 2. Is honest, sincere and trustworthy.
 - 3. General character traits as well as reputation are above question.

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