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08/01/2007

# Labor Agreement

**2004—2007**

Between

**Benton Harbor Area Schools**

And

**Benton Harbor Education  
Association/MEA/NEA**

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2007 08 01  
MEA  
EX

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## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between the BENTON HARBOR AREA SCHOOLS, BERRIEN COUNTY, MICHIGAN hereinafter referred to as the 'BOARD' and the NORTHERN BERRIEN COUNTY EDUCATION ASSOCIATION/MEA/NEA and its local affiliate, the BENTON HARBOR EDUCATION ASSOCIATION/MEA/NEA, hereinafter referred to as the "Association".

WITNESSETH:

The general purposes of this Agreement are to set forth the salaries, hours and all other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful Employer-Employee relations for the mutual interest of the Board, the faculty, and the students who attend the Benton Harbor Area Schools. Recognizing that providing a quality education for the students in the District is the primary objective and obligation of the parties hereto, the Board and the Association, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

Providing a comprehensive education for the students of the Benton Harbor Area Schools is the paramount aim of this school district. The Board of Education, the Administrative Staff, and the Professional Teaching Staff have definite responsibilities in providing such education, therefore, we hereby declare:

WHEREAS, the Board under law, has the responsibility for establishing the policies for the District, and

WHEREAS, The Administrative Staff has the responsibility for carrying out the policies established, and

WHEREAS, the Professional Teaching Staff has the responsibility for carrying out the established educational policies in the classroom, and

WHEREAS, the parties to this Agreement have a common goal of providing the best possible education for all students, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Act, Act 379 of the Michigan Public Acts of 1965, to negotiate with the Association as the representative of its teaching personnel with respect to salaries, hours, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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



## **ARTICLE I - RECOGNITION**

### **SECTION A: BARGAINING UNIT DESCRIPTION.**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel employed by the Board, including all classroom teachers, summer school teachers, adult education teachers, driver education teachers, nurses, therapists, psychologists, social workers, guidance counselors, department chairpersons, librarians/media specialists, teacher consultants, career technological teachers, JROTC instructors, in-house suspension monitors, employability skills instructors, health and wellness instructors, interventionists and permanent substitutes employed in the same position for sixty (60) consecutive working days. Such representation shall exclude the Superintendent, assistant superintendents, directors, principals, assistant principals, administrative assistants, coordinators, supervisors, facilitators, paraprofessionals, secretaries, custodians, bus drivers, cooks and other food service employees, maintenance personnel, per diem substitutes, and all other administrators and non-teaching employees of the Board.

### **SECTION B: TEACHER DEFINITION.**

The term "teacher" when used hereinafter in this Agreement shall refer to all employees who are included in the bargaining unit. In the event the District takes advantage of the new legislation allowing the District to hire noncertificated individuals, the District shall provide the Association a copy of the documentation, if any, provided to the State Department of Education to verify that there was not a certificated applicant to fill said position.

### **SECTION C: BARGAINING AGENT.**

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

### **SECTION D: TEACHER RIGHTS PURSUANT TO P. A. 379.**

Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General Schools Laws, Michigan Teacher Tenure Act, P. A. 379, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. It is understood and agreed that this contract shall supersede and govern all individual teacher employment contracts.

- (1) Association Membership. From and after the effective date of this Agreement or as of the thirty-first (31st) day of employment, whichever is later, bargaining unit employees shall, as a condition of continued employment, either become a member of the Association or pay a service fee equal to the dues and assessments uniformly required of all Association members. In the event a teacher does not, by the 31st day of employment, either sign and deliver to the Board of Education a form authorizing the payroll deduction of dues and assessments or said service fee, or, alternatively, pay the entire amount of said dues and assessments or service fee, the Association shall notify said teacher by certified mail, return receipt requested, that a request for discharge is being filed with the Board, a copy of which shall be sent to the Board along with a request for discharge. The

Association shall certify to the Board no later than August 15th each year, the amount of the annual dues and assessment to be deducted during said school year. In the event a teacher does not comply with the above requirement, such teacher's employment shall be terminated at the end of the current semester in conformance with the due process clause; provided, the Association has complied with the following:

- (a) A notice of the teacher's obligation to tender dues or service charges, as specified above, is delivered to the teacher within thirty (30) days of employment of the date said dues/fee was due.
- (b) The teacher is given up to a total of sixty (60) days to meet said obligation.
- (c) The amount and to whom such tender of dues or fee is to be made in order for the teacher to be in compliance.
- (d) A notice must be sent at the end of said sixty (60) days referred to in paragraph (b) above that the teacher has not complied with the above demand and that a request for the teacher's termination was being made to the Board, with a certified copy of the demand to the teacher.
- (e) A copy of all communications between the Association and the teacher and a certificate of non-compliance signed by the Association President must accompany the certificate of non-compliance.
- (f) If the teacher(s) in question has failed to pay the service fee, then he/she may request in writing, within ten (10) working days of receipt of the demand as stated in "d" above, and shall receive, a hearing before the Board which shall be limited to the question of whether he/she has failed to pay the service fee. Said hearing shall commence within ten (10) working days of the written request and the Board shall render its decision within ten (10) working days of the hearing.
- (g) If the teacher(s) receiving termination notice shall pursue any legal remedies contesting the discharge under this provision before a court of competent jurisdiction, such teacher's employment shall not be terminated until such time as such teacher(s) has either obtained a final decision or said teacher(s) has ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by a court of competent jurisdiction.
- (h) In the event of any action against the Board brought in a court or administrative agency because of its compliance with this provision (agency shop) of the Agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - (1) The Board gives timely notice of such action to the Association; and
  - (2) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

- (i) In the event a teacher is discharged for noncompliance with this provision, the Association shall reimburse the District for any unemployment compensation cost that may result from the enforcement of this provision.
- (2) **Hold Harmless Clause.** The Association agrees to indemnify and save the Board harmless against any and all claims, suits, and other forms of liability and for the reasonable and necessary expenses and costs incurred that may arise out of or by reason of action taken by the Board in reliance upon the Association's certification of noncompliance and complying with the above provision of the contract.
- (3) **Dues/Fees Deductions.** From the salaries of those teachers who sign and deliver to the Board an assignment authorizing the deduction of membership dues, assessments and/or representation fee of the Association (including those of the National and Michigan Education Associations), the Board will deduct such authorized amounts at mutually agreed upon intervals as is certified by the Association to the Board once each school year. The Board shall promptly remit the sum so deducted to the treasurer of the Association together with a list of the names, amounts and dues/fees deduction formula applied for those teachers from whose pay such deductions were made. The Association agrees to promptly advise the Board of all members in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article. Prior to hire or within a prompt period after starting work, the Board shall inform the Association president of the name and building of each newly hired bargaining unit member. In the event any authorized deduction or fraction thereof is not made, the Association shall promptly notify the Board and said deduction shall be made in addition to the regular deduction from the teacher's next paycheck. The Association agrees to indemnify and save the Board harmless from and against any and all claims, suits, and/or other form of liability that may arise out of or by reason of any action taken by the Board in reliance upon or in compliance with the terms and provisions of this Section.

## **ARTICLE II - ASSOCIATION RIGHTS**

### **SECTION A: ASSOCIATION REPRESENTATIVES.**

The Board shall be notified of duly authorized representatives of the Association who shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Notwithstanding the provisions of this Section, nothing herein shall be construed to prohibit the Benton Harbor Area Schools District from requiring visitors to a particular building to check in at the Principal's Office upon entering and leaving said building.

### **SECTION B: ASSOCIATION MEETINGS.**

Mondays, after the teachers' regular hours, will be reserved for teacher organizational and/or Association meetings. The members of the Association's Board of Directors or Executive Board shall be released by the Principal following the dismissal of students, to attend the Association's

Board of Directors or Executive Board meetings, so long as such teachers fulfill their responsibilities to the students.

#### **SECTION C: ASSOCIATION DAYS.**

Leaves of absence with pay and without loss of benefits shall be granted to those teachers elected or selected to represent the Association at meetings with the Administration and to attend educational classes or conventions conducted by the NEA or MEA, unless otherwise mutually agreed upon between the Association and the Board. A written request for such leaves shall be presented to the Assistant Superintendent for Human Resources/Labor Relations by the Association at least one (1) week prior to the beginning of the anticipated absence. No more than twenty-five (25) days will be granted for such leaves of absence in any one school year and the duration of any one leave shall not exceed five (5) school days.

Those teachers elected or selected to represent the Association and are granted leaves of absence under this Section shall reimburse the Benton Harbor Area Schools for any monies placed into the employees' retirement fund for time on Association business leaves/days in accordance with Public Act No. 197 of 1982, as amended.

#### **SECTION D: ASSOCIATION PRESIDENTS RELEASE TIME.**

- (1) The release time shall be one (1) hour per day or its equivalent in addition to the times prior to and after student attendance. The BHEA President shall be released without loss of pay or other benefits. A BHEA President from the secondary level (7-12) may leave his/her assigned building during his/her conference or planning period which shall be scheduled for either the first or last period of each day. A BHEA President from the elementary level (K-6) shall be released from his/her designated building two (2) half-days per week on a consistent and uniform basis. A BHEA President from other areas of the bargaining unit shall be provided two (2) half-days release time per week.
- (2) The BHEA agrees to reimburse the Board for costs listed below, incurred for substitutes when the President is from the elementary (K-6) level. Such reimbursement shall be for one-half (1/2) the daily substitute rate. Should an individual substitute exceed sixty (60) one-half (1/2) days substitution for the BHEA President, the BHEA agrees to assume the additional cost of contractually provided health insurance. The BHEA and the Board agree to share proportionately, based upon substitution time for the parties, any incurred costs of unemployment compensation. The BHEA financial obligation to the Board for the President's release time shall be limited to regular elementary (K-6) classroom teachers.
- (3) The Board reserves the right to select the substitute and to require continuity of service from that substitute when the BHEA President is from the elementary (K-6) level. In no case shall the selection process or continuity waive the right to the specified release time.
- (4) The Association President granted release time in accordance with this Section shall reimburse the Benton Harbor Area Schools for any monies placed into said employees' retirement fund for time release per this Section as permitted under Public Act No. 197 of 1982, as amended.

## **SECTION E: USE OF FACILITIES AND EQUIPMENT.**

The Association shall have the right to use school buildings and facilities, typewriters, telephones, computers and printers, fax, internet access, copying machines, and other duplicating equipment at times other than when the equipment is not otherwise in use or needed for school business, provided approval is obtained from the individual directly responsible for said equipment. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. No charge shall be made for the use of school facilities any time when buildings are operational and not secured.

## **SECTION F: BULLETIN BOARDS.**

The Association shall have the right to post notices of activities in matters relating to Association business on teacher bulletin boards, one of which shall be provided at each educational site, and shall be monitored by the building Association Representative. Any material posted shall contain nothing of a defamatory nature or involve members of or candidates for the Board of Education.

## **SECTION G: MAIL SERVICE.**

The Association may use the regularly established mail service and teacher mail boxes for communication of Association business to teachers, provided the material transmitted contains nothing of a defamatory nature or involves members of or candidates for the Board of Education. All material placed in the district mail service shall be signed by an official of the Association. The Association office shall be included in the district mail system.

## **SECTION H: DISTRICT RELATED INFORMATION.**

The Board agrees to furnish to the Association in response to reasonable requests all available information (pursuant to the Freedom of Information Act) concerning the financial resources of the District, including but not limited to: annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations (including county Board budgets); agenda and minutes of all non-executive Board meetings; treasurers report; and the census and membership data. The Board will also make available the names and addresses of all teachers; salaries paid thereto, and any educational background; and such other information as will assist the Association in developing intelligent, accurate, informative, 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. The Association shall reimburse the District for the reasonable cost in preparing and furnishing any information not normally compiled and not readily available.

## **SECTION I: TAX, CONSTRUCTION, AND EDUCATIONAL POLICY.**

Whenever the Board is desirous of Association assistance in the promotion of any new or modified budgetary or tax program, construction program (exclusive of site options), proposals for major educational policies, or additional operational and/or building millage, the Association shall be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

## **SECTION J: BOARD MEETINGS.**

The Superintendent shall place on the agenda of a regular Board meeting those items the Association wishes the Board to consider, provided (1) the matter/matters to be presented will not consume more than fifteen (15) minutes time, and they are submitted to the Superintendent in writing prior to nine o'clock (9:00) am. on the Wednesday preceding the Board meeting, and (2) they are signed by the Association President or the designated representative who will attend the Board meeting. Should the Association desire the Board to review written documents as a part of its presentation, said documents will be submitted pursuant to the aforementioned procedure. It is understood and agreed nothing shall be placed on the agenda that is currently being litigated, negotiated, or the subject of a grievance between the Board and the Association.

## **SECTION K: COPIES OF AGREEMENT.**

The Board and the Association shall equally share the expense of printing six hundred (600) copies of this Agreement, if the Agreement is for more than one year duration. The District shall distribute copies of the Agreement to each teacher and the Association shall receive fifty (50) copies for its use. If the Agreement is for a duration of one year, the parties shall print one hundred (100) copies and shall provide the Association with fifty (50). Such copies shall be printed within sixty (60) days after the Agreement is ratified by both parties.

## **SECTION L: PERSONNEL DIRECTORY.**

The District Personnel Directory shall be published by November 15 of each school year and shall include a listing of Association officers, chairpersons of standing committees, and the name of each Association faculty representative. The District shall furnish each teacher a copy of the directory and shall furnish the Association twenty-five (25) copies for its use.

## **ARTICLE III - TEACHER RIGHTS**

### **SECTION A: NON-DISCRIMINATION CLAUSE.**

The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, religion, sex, height, weight, age, handicap, marital status, nationality, or political belief, nor shall either party discriminate against any employee because of his/her membership or nonmembership in the Association. It is understood and agreed that this provision shall not expand the time limits specified in any applicable law.

## **SECTION B: TEACHER PERSONNEL FILES.**

A teacher shall have the right to review, upon written request, the contents of his/her personnel file, excluding initial employment references which reveal the identity of the person making said reference, maintained by the District following initial employment. A teacher may be accompanied by a representative of his/her choice during such a review. All material related to a teachers employment which is used to determine the teacher's qualifications for employment, promotion, transfer, additional compensation or which is disciplinary in nature will be kept in a central personnel file in the Human Resources Office. All records not covered in this provision shall be subject to examination by the teacher in accordance with the Freedom of Information Act.

No material, including but not limited to student, parent, or school personnel complaints originating after initial employment will be placed in a teacher's file unless the teacher has an opportunity to review the material.

The following minimum items of information will be available in the personnel file:

- All teacher evaluation reports;
- Transcripts of academic records;
- Tenure recommendation;
- Requests for transfer and leaves; and
- All disciplinary documents.

All recommendations, written or oral, made to a prospective employer, shall be based solely on the contents of the teachers personnel file, unless otherwise authorized by the teacher in writing. Release of such material by the District shall be in accordance with PA 397 (1978), as amended.

When a teacher is requested to sign material placed in the personnel file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. A teacher shall have the right to submit a written statement regarding any material contained in the personnel file. Such statement shall be attached to the disputed document. Should material placed in the file be determined inappropriate or in error by the Assistant Superintendent for Human Resources/Labor Relations or through the grievance procedure, the material will be corrected or expunged from the file, whichever is appropriate.

It shall be the responsibility of the Board to expunge and destroy all evidence of the issuance of an oral warning from a teacher's personnel file after the expiration of such document pursuant to provisions of the Progressive Corrective Discipline Policy, as amended.

## **SECTION C: PROTECTION OF BARGAINING UNIT WORK.**

The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered increased, or transferred to a person not a member of the bargaining unit without prior negotiation with the Association.

Whenever the District is contemplating participation in any cooperative educational program such as, but not limited to, a consortium arrangement with other educational institutions, the District will notify the Association of the development of such program and will negotiate with the Association with regard to any attendant considerations regarding wages, hours, and working conditions of the teachers involved, the Association and its members.

#### **ARTICLE IV - PROFESSIONAL TEACHER RESPONSIBILITIES**

##### **SECTION A: CONDITIONS OF EMPLOYMENT.**

It shall be the responsibility of each teacher to keep his/her teaching certification current and valid. In addition, the following conditions shall be required:

- (1) Each new teacher must assume the responsibility for filing his/her valid Michigan teaching certificate, or other document indicating same, with the Superintendent of Schools or designee, within thirty (30) days after the date of employment. Each teacher shall also file an up-to-date certified transcript of college or university credits or a dated copy of a letter requesting that such transcript be forwarded directly to the Superintendent.
- (2) Upon initial employment each teacher shall provide by certification of a physician, appointed by the Board, evidence of such state of health that he/she is able to attend his/her assigned duties. Such exam shall be at District expense.
- (3) Each teacher shall be required to present evidence of freedom from active tuberculosis in accordance with state health department requirements. It shall be the responsibility of the Board to provide each newly employed teacher, within ten (10) working days from the start of the school year, or date of employment if during the school year, with the following:

Current Master Labor Agreement;  
Appropriate health/option insurance forms;  
Teacher Evaluation System document;  
School Personnel Directory;  
Revised Progressive Corrective Discipline Policy; and  
Uniform Code of Discipline and Student Rights and Responsibilities.

If any document listed above is revised, the District shall provide an updated copy to all teachers within ten (10) working days after printing has been completed or within ten (10) working days after receipt of the document by the District if the printing is done by an outside agency.

- (4) Upon ratification of this Agreement, the District shall provide a copy of the following to each teacher in the District:
  - (a) Master Agreement, as provided in Article 2, Section K.;
  - (b) Revised Progressive Corrective Discipline Policy; and



- (c) Uniform Code of Discipline and Student Rights and Responsibilities. This shall be done within ten (10) working days after printing has been completed or within ten (10) working days after receipt of the document by the District if the printing is done by an outside agency.

#### **SECTION B: PROVIDING PROFESSIONAL SERVICES.**

The teacher, in signing a contract with the Board of Education, agrees to perform those professional services as defined by the Board and in conformity with this Agreement. A teacher further agrees to make his/her services available to all students who have been assigned to him/her, taking into account the needs of each individual student and the student's range of ability, experience, performance and goals. It shall be the responsibility of each teacher, within the limits of the resources provided by the Board, to motivate each student, to inspire in students an inquiring mind and respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition, to provide them with understanding and respect for the Constitution, Bill of Rights, the law, and an appreciation of individual personality.

#### **SECTION C: TEACHER-STUDENT RESPONSIBILITY.**

A teacher being legally responsible for the students assigned to him/her, shall not leave a class or group of students unattended, except, in an emergency situation affecting the health, safety or welfare of the teacher or students; or where there is an absolute necessity which cannot be taken care of at a time other than break or non-instructional time. In such event the teacher shall secure supervision by another teacher from the immediate area. For purposes of this Section, a class will be considered attended when arrangements have been made with a nearby teacher to periodically check on the students. If the teacher is to be out of the classroom more than ten (10) minutes, the teacher shall notify the principal.

#### **SECTION D: STUDENT PROGRESS.**

The Board and the Association recognize that the ability of students to progress and mature academically is a combined result of school, home, economic and social environment. Teachers shall be held accountable for providing the opportunity for academic achievement of the students in the classroom.

#### **SECTION E: ATTENDANCE AND TARDINESS.**

The Board and the Association recognize that the regular attendance by a teacher is important for the continuous instruction of students. A teacher's abuse of sick leave or other leaves and excessive tardiness or absence shall be handled consistently in accordance with the Progressive Corrective Discipline Policy, as amended.

#### **SECTION F: PROFESSIONAL APPEARANCE.**

It is the responsibility of teachers to be cognizant of their appearance with respect to dress, grooming, personal hygiene, and manner because it influences the reaction of students to the staff member and to the general learning environment.

## **SECTION G: TRANSPORTATION OF STUDENTS.**

No teacher shall be required to transport students.

## **SECTION H: SUPPORT TEACHER.**

In those buildings having no assistant principal, the principal shall with the consent of the tenure teacher concerned, appoint a Support Teacher. This teacher shall be the person designated to report to the principal and/or an administrator any student related problems that need special attention during said administrator's absence. If the principal is absent for more than one-half (1/2) day, the assignment shall be covered by another administrator, or if the Support Teacher continues to serve in this capacity, the Support Teacher shall be remunerated at the rate of \$10.00 per hour for each additional hour beyond the half (1/2) day (including all hours of continuous service during the following day(s)). The Support Teacher shall not discipline any other employee in the building, nor shall he/she evaluate other teachers. The principal shall notify the Support Teacher when he/she will be absent from the building and the length of said absence.

## **ARTICLE V - COMPENSATION**

### **SECTION A: SALARY.**

The basic salaries of teachers covered in this Agreement are set forth in Appendix A which is attached hereto and incorporated in this Agreement.

### **SECTION B: TEACHING EXPERIENCE CREDIT.**

A teacher shall be given up to and including five (5) years of credit on the salary schedule set forth in Appendix A for actual teaching experience, provided said experience occurred within the last seven (7) consecutive years and said teacher's credentials are recognized for certification by the State of Michigan. The Board may grant additional credit for extraordinary experience or critical skills when hiring new employees. The Association shall be notified in each instance where a teacher is allowed credit for such experience.

### **SECTION C: VERTICAL ADVANCEMENT ON THE SALARY SCHEDULE.**

All teachers are required to continue their training while employed in the School District by participating in on-campus and off-campus courses as follows:

- (1) Each teacher is required to earn three (3) semester hours of credit (or the equivalent in quarter hours, clock hours, or any combination thereof) within every consecutive three (3) year period, beginning September 1977. For the purposes of this Section, as well as Sections (D) and (E), three (3) semester hours is equal to thirty (30) clock hours, five (5) term hours, or any combination thereof, for example:
  - (a) Ten (10) clock hours plus three (3) term hours;
  - (b) Twenty (20) clock hours plus one (1) semester hour;

- (c) Three (3) term hours plus one (1) semester hour; and
- (d) Ten (10) clock hours plus one (1) semester hour plus two (2) term hours.

Any teacher not fulfilling this requirement shall be frozen on the salary schedule until the requirement is completed, subject to the limitations contained in Section E (4) if applicable. Once a teacher completes this requirement, said teacher shall then commence to move up on the salary schedule from where he/she was at the time of meeting the requirement and continue to do so as long as the requirements of this provision are met. The required work for such credit must be completed prior to September 1 in order to apply to the first semester and completed prior to January 31 in order to apply to the second semester. Credits attained as a result of Section E, infra, shall be counted toward satisfaction of this requirement. (2) For purposes of this Section, all credits shall be from an accredited college or university and shall be above the Baccalaureate level. Credit may be given for travel if a college or university grants credit and credit is earned for said travel. If the District offers a course locally, and District, college, or university credit is made available, such credits, if earned, shall be applicable.

- (2) Teachers who are on leave of absence or on lay-off shall be allowed additional time, equal to the time on leave or lay-off, to complete this requirement.
- (3) It is understood that "frozen on the salary schedule" shall be interpreted to mean frozen on the teacher's experience step level until such time as the requirements for this Section are completed, in which event a teacher shall be advanced to the next step on the salary schedule.

It is further understood that all teachers shall have a full three (3) years from the date of hire to complete the requirements of this section.

Any teacher employed prior to the beginning of the second semester during the course of the school year shall be credited with one year's experience increment toward vertical advancement on the salary schedule.

**SECTION D: HORIZONTAL ADVANCEMENT ON SALARY SCHEDULE.**

The following definitions and conditions shall apply with respect to horizontal advancement on the salary schedule. For the purpose of this Section, all semester credits shall be from an accredited college or university. Further, all applicable credits shall be defined as credits earned after the date confirming the last highest degree earned and shall be credits of graduate level or above.

- (1) BA. Schedule shall apply to all teachers possessing a Baccalaureate Degree from an accredited college or university and holding a provisional, permanent, continuing, professional, occupational or life Teaching Certificate and for those possessing a BA/BS Degree in vocational education and holding a Temporary Vocational Authorization.
- (2) BA+20 Schedule shall apply to all teachers possessing at least twenty (20) semester credit hours beyond a Baccalaureate Degree from an accredited college or university and

holding a provisional, permanent, continuing, professional, occupational or life Teaching Certificate or Temporary Vocational Authorization. Teachers who, as of February 14, 1978, were on the previous BA+ 15 schedule shall be placed on the schedule but shall be frozen at their previous step until such time as they complete the BA+20 hour requirement.

- (3) M.A. Schedule shall apply to all teachers possessing a Master's Degree from an accredited college or university and holding a provisional, permanent, continuing, professional, occupational or life Teaching Certificate or Temporary Vocational Authorization.
- (4) MA+15 Schedule shall apply to all teachers possessing at least fifteen (15) semester credit hours beyond a Master's Degree from an accredited college or university and holding a provisional, permanent, continuing, professional, occupational or life Teaching Certificate or Temporary Vocational Authorization.
- (5) Ed.S., Ed.D., Ph.D. Schedule shall apply to all teachers holding a provisional, permanent, continuing, professional, occupational or life Michigan Teaching Certificate or Temporary Vocational Authorization and one of the Degrees listed herein.
- (6) All credits must be submitted to the Assistant Superintendent for Human Resources/Labor Relations on an official transcript of credits from an accredited institution of higher learning.
- (7) From and after September 28, 1977, all credits must be at a level at least commensurate with the degree presently held by the teacher, be directly related to the District's school curriculum (for example, but not limited to, school administration), or be directly related to a District approved program of study.
- (8) Teachers who are presently accepted in an advanced degree program from an accredited institution of higher learning and have obtained at least one-half (1/2) the credits required shall be adjudged to be in a program approved for advancement.
- (9) No teacher shall be demoted in horizontal placements i.e., moved from MA+ 15 to MA as a result of the agreement to the definition of "applicable credit" as contained in this Section.

#### **SECTION E: BOARD REQUIRED COURSES.**

The Association agrees to Board required courses to enhance educational efficiencies within the District, for true groups of teachers. All courses required by the Board under this provision shall be funded by the District, shall be offered in the Benton Harbor Area, and shall be counted towards completion of the requirements for Vertical Advancement on the Salary Schedule as contained in Article V, Section C.

- (1) No teacher shall be required to take more than three (3) semester hours (or its equivalent) every three (3) years commencing September, 1979.

- (2) A true group shall encompass one or more of the following characteristics:
  - (a) function at a common level (i.e., early elementary, upper elementary, etc.) or subject level;
  - (b) have been observed and evaluated to have a weakness in a teaching skill area; and/or
  - (c) are unable to provide transcript showing successful completion of a course dealing with this skill area.
- (3) All graduate credits attained as a result of completing or testing out of a board required course shall be applicable to horizontal advancement on the salary schedule.
- (4) Any required course shall be offered annually, if possible. If the Board is unable to provide any required course in a given year, no teacher shall be penalized in any way and the time period necessary for advancement on the salary schedule shall be extended until such time as the Board is able to provide such a course. Further, it is agreed that no teacher shall be penalized who fails to take or complete any Board required course within the time limits prescribed if such failure is due to circumstances beyond the control of the teacher, including but not limited to physical or mental disability and personal or family emergency which is of such nature as to interfere with the teacher's completing the course. In such case(s), the time period in which credits must be obtained for salary advancement shall be extended until such time as the teacher is able to attend such course and such course is provided by the School District.
- (5) The Board agrees to reimburse the teacher the full tuition cost per credit hour for the course required upon the teacher passing the same with a grade of "C", its equivalent, or higher.
- (6) The Board recognizes that a course required under this provision will be waived if a teacher tests out of such course. It is further agreed that the credit requirement for salary advancement contained in Article V, Section C, shall be satisfied if the teacher tests out of a Board required course.
- (7) A teacher who does not pass a required course within three (3) semesters after the teacher is notified to take the course shall not receive advancement on the teacher's salary schedule until said course is completed.
- (8) The parties agree that, pursuant to this provision, the Board may require a true group to take in-house noncredit courses or seminars. The Administration shall develop all such in-house seminars and courses.
- (9) Such courses shall be constructed on a ten (10), twenty (20), thirty (30) clock hour basis. It is understood that such courses and/or seminars shall not be mandated during summers, weekends, holidays, or vacations. Said courses and seminars shall qualify true group teachers for vertical advancement on the salary schedule pursuant to Article V, Section C, of this Agreement. It is agreed that the conditions contained in paragraphs (1), (2), (4)

and (6) above shall apply to this Section. Completion of these courses and seminars for the purposes of salary advancement shall be based on attendance by the true group teacher as seventy percent (70%) or more of the course/seminar clock hours.

#### **SECTION F: NON-DEGREED ANNUALLY AUTHORIZED TEACHERS' SALARIES.**

Non-degreed annually authorized teachers shall be paid according to the following schedule:

- (1) Non-Degreed Schedule - no college or less than one (1) year accredited work shall receive eighty-five percent (85%) of the appropriate experience step on the B.A. salary schedule.
- (2) One Year Accredited College Work - shall receive eighty-eight percent (88%) of the appropriate experience step on the B.A. salary schedule.
- (3) Two Year Accredited College Work - shall receive ninety-two percent (92%) of the appropriate experience step on the B.A. salary schedule.
- (4) Three Year Accredited College Work - shall receive ninety-seven percent (97%) of the appropriate experience step on the B.A. salary schedule.
- (5) Four Year Accredited College Work - possessing a BA/BS Degree shall receive his/her step on the B.A. salary schedule. Vocational teachers holding dual certification, B.A./Masters plus vocational certification, shall receive credit on the schedule for their two (2) years work experience.

#### **SECTION G: NURSES' SALARIES.**

Non-degreed nurses shall be compensated at the rate of eighty (80%) percent of the B.A. schedule at their career experience level. Degreed nurses shall be paid on the B.A. schedule at their appropriate experience level. All nurses shall be given up to and including five (5) years credit on the salary schedule for all experience acquired outside the school district in the nursing profession.

#### **SECTION H: ELIGIBILITY- FRINGE BENEFITS.**

The provisions of this Article on fringe benefits shall apply to those teachers in the regular school year day-school program only. Full-time day regular school year employees shall be entitled to full benefits, and part-time day regular school year employees shall be entitled to a pro-rated share of the benefits. Adult education teachers, summer school teachers, after school and summer driver education teachers, and all other hourly paid bargaining unit members shall be excluded from benefits under this Article.

#### **SECTION I: BOARD PAYMENT OF INSURANCE PREMIUMS.**

The Board shall make payment of specified insurance premiums for all eligible employees to assure insurance coverage for the full individual contractual period, up to twelve (12) months, commencing September 1 and ending August 31. These premiums shall be paid throughout that

period even though the teacher may not be returning to work the next school year. The open enrollment period shall be jointly established by the Board, the Association, and the insurance carrier(s), including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package. When necessary, premiums on behalf of the employees shall be made retroactively or prospectively to assure uninterrupted participation and coverage, provided that not more than twelve (12) months' premium shall be paid for any school year. The Board shall be responsible for providing insurance information including applications and claim materials. If the cost is less, the Board may elect to package the health, life, dental, vision and LTD insurance into a MESSA PAK.

#### **SECTION J: HEALTH INSURANCE.**

For the life of this Agreement the Board shall provide a portion of the premium cost for MESSA Choices II (or successor comparable plan) for a full twelve (12) month period, for the employee and his/her eligible dependents as defined by MESSA and its underwriter. Prescription drug coverage shall be under MESSA's \$5 generic/\$10 brand co-payment rider.

Upon ratification of the collective bargaining agreement, eligible bargaining unit members electing the health insurance option will contribute at the following rates towards the total premium cost of health insurance:

2005-2006 MESSA plan year:	5.0%
2006-2007 MESSA plan year:	6.0%

Such employee contributions shall be payroll deducted from bargaining unit members' wages/salaries by the District. The Board shall provide a pre-tax premium payment plan to allow eligible bargaining unit members to pay contributions for healthcare coverage with pre-tax dollars upon receiving a valid written authorization from the member.

#### **SECTION K: INSURANCE OPTIONS.**

Where more than one member of the same family, i.e., husband, wife, or unmarried children are employed by the Board and are eligible employees, the Board may specify whether both or all shall enroll as individuals, or whether one shall enroll for full Family Coverage and list the other or others, provided that all such members of the family shall have, at all times, the coverage to which they are entitled by virtue of the employment status of any members of the family. In the event an employee's spouse is employed by someone other than the Board, and his/her employer provides comparable health insurance coverage paid for by that employer, the Board shall be relieved of any liability for the purchase of health insurance for said employee. It is further agreed that the Board will provide for those not choosing any of the above, a maximum contribution per month toward the purchase of:

- (1) Short Term Disability;
- (2) Accidental Death and Dismemberment;
- (3) \$10/\$20 Hospital Supplement;

- (4) Additional Life Insurance;
- (5) Additional Dependent Life Insurance;
- (6) Loss of Time (Income Protection);
- (7) Other policies available under MESSA Choices II; or
- (8) MEA Annuities to the extent allowed by tax rules and laws.

The maximum contribution per month will vary depending on the number of participants as follows:

<u>Participants</u>	<u>Maximum Monthly Contribution</u>
1-20	\$105
21-40	\$155
Above 40	\$205

It shall be the responsibility of the employee to inform the Administration of his/her desire for coverage or of any change in family status that may affect the insurance.

**SECTION L: LIFE INSURANCE.**

For the life of this Agreement, the Board shall provide, without cost to the employee, a total of \$20,000 Term Life Insurance with \$20,000 Accidental Death and Dismemberment for each employee. For those employees who select MESSA Choices II, the Board will provide a total of \$15,000 Term Life Insurance with \$15,000 Accidental Death and Dismemberment for each employee.

**SECTION M: DENTAL INSURANCE.**

For the life of this Agreement, the Board shall provide, without cost to the employee, dental insurance under Delta Dental Plan H/0-3 with Co-Pay 85/50/50, including internal and external coordination of benefits.

**SECTION N: VISION CARE.**

For the life of this Agreement, the Board shall provide, without cost to all teachers, MESSA vision insurance, Plan VSP 2 Silver.

**SECTION O: CONTINUITY OF BENEFITS.**

For those employees who are laid off due to lack of work or on prolonged leaves of absence, the Board will pay the subscription (premium) rate for the employee's insurance coverage through the month following the month in which the start of such layoff or leave of absence began. In order for such employees to continue coverage beyond such time, they must make arrangements for the payment of the total premium or subscription rate for succeeding months, in which event



coverage will be available to them to the extent permitted by the respective policies and/or certificates.

In the event an employee is terminated, resigns, or retires during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the termination, resignation, or retirement. An employee who is hired with an effective first work day after the first required work day of the school year shall be entitled to employee benefits for a duration determined on a pro-rata basis.

In the event an employee dies during the school year, the Board shall continue insurance coverage until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the employee's death. If the employee dies after the completion of the school year, and providing the policy permits continued dependent coverage, the Board shall continue payments of the applicable premiums through August 31 of that year.

#### **SECTION P: PAYROLL DEDUCTIONS.**

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, United Community Fund, MEA-PAC and NEA Fund for Children and Public Education or any other plans or programs jointly approved by the Association and the Board. The companies from which annuities may be obtained shall be limited to those companies mutually agreed upon between the Association and the Board.

The annuities for which payroll deductions can be made may be adjusted upon request by the Association and approval of the Board of Education, provided there are five (5) teachers who will initially subscribe thereto.

The Board and the BHEA shall not be liable in any way for any benefits or programs for which payroll deductions are made on behalf of a bargaining unit employee nor shall the Board or the BHEA guarantee or warrant, either expressed or implied, any benefits or programs for which said deductions are made.

The Association and the District shall work together to develop a Section 125 plan to protect the parties from tax liability benefits received. This should also include exploration of dependent care spending accounts.

#### **SECTION Q: AUTOMOBILE MILEAGE REIMBURSEMENT.**

In the event it is necessary for the teacher to use his/her automobile in pursuance of assigned school duties, the teacher shall be reimbursed at the IRS established mileage rate. Teachers who qualify for travel allowance must turn in a monthly statement by the first of each month, for the preceding month's mileage reimbursement.

#### **SECTION R: EXPENSE REIMBURSEMENT.**

Teachers who desire to attend selected professional conferences and meetings who received prior written approval of the Administration, will be informed, at the time of receiving the approval to

attend the conference, of the amount of reimbursement to be allowed for all expenses related thereto. If the conference/meeting registration expense is known in advance, the District shall pay same in advance directly to the organization conducting the conference/meeting. Teachers attending such conferences and meetings will be granted sufficient leave time without loss of compensation. Teachers will, upon request, submit a written report regarding such conference.

**SECTION S: EXTRA-DUTY COMPENSATION.**

Teachers involved in voluntary extra-duty assignments as set forth in Appendix B, which is attached hereto and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation. In the event that no teacher who meets the posted minimum qualifications requests or is available for Appendix B duties, the Board may fill the position with someone from outside the bargaining unit who will be compensated in accordance with Appendix B.

**SECTION T: TEACHER INDIVIDUAL HOURLY RATE.**

Effective as of the 2005-2006 school year, the teacher's individual hourly rate shall be determined in the following manner:

$$\frac{\text{Teacher's Contracted Annual Salary}}{\text{Number of Contract Days} \times \text{Teacher's Work Hours Per Day (6)}} = \text{Individual Teacher's Hourly Rate}$$

**SECTION U: ANNUAL SALARY.**

Checks will be issued to all employees covered by this Agreement on a twenty-six (26) pay basis. The amount to cover the 21st to 26th checks will be issued as a final pay check on the next scheduled pay date following the employees last work day, if a written notice, signed by the teacher, is submitted to the business office sixty (60) days before the close of the teachers school year unless otherwise mutually agreed. Any teacher newly employed during the second semester will be placed on a pay to date basis. The District will provide notice of the necessity for teachers, so desiring, to make such election prior to the sixty (60) day timeline.

**SECTION V: WORKER'S COMPENSATION**

Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act shall be entitled to use accumulated sick leave in one-half (1/2) day increments to make up the difference between the allowance under the Worker's Compensation Act and his/her regular salary.

The Employer shall continue the insurance benefits for an employee who uses sick leave to make up the difference until such time as the employee's accumulated sick leave is exhausted.

**SECTION W: LONG-TERM DISABILITY INSURANCE.**

The Board shall provide, without cost to the employee, MESSA Plan I Long-Term Disability Insurance including Social Security Freeze. Benefits shall be paid at sixty percent (60%) of salary up to a monthly maximum of \$3,000.00 and shall begin after expiration of the employee's accumulated sick leave or sixty (60) calendar days. Only the last three (3) days of the waiting period need be consecutive and for the same condition.

**SECTION X: FILING OF CERTIFICATION OF CREDITS.**

Credits earned by a teacher pursuant to the provisions of this Article shall be on file in the Personnel Office by October 15 for salary advancement during the first semester and/or by February 15 for salary advancement during the second semester. Should a teacher be unable to provide an official transcript for said salary advancement by the above dates, a letter certifying successful completion of said credits and/or degree from the granting institution or appropriate instructor will constitute adequate documentation until such time as the official transcript is received.

**SECTION Y: EMPLOYABILITY SKILLS INSTRUCTORS' SALARIES.**

In the event the District should hire part-time employability skills instructors for the vocational education department pursuant to a special grant program, such instructors shall be remunerated at the rate of twelve (\$12.00) dollars per hour.

**SECTION Z: DIRECT DEPOSIT.**

Direct deposit of paychecks shall be made available to each teacher upon signed authorization to deposit their salary in the financial institution of his/her choice, subject to the rules and regulations of such institution.

**ARTICLE VI - TEACHER HOURS**

**SECTION A: TEACHER'S WORK DAY**

All levels shall have a seven (7) hour and forty (40) minute work day. Elementary teachers shall report forty (40) minutes prior to the start of the student instructional day. Middle school and senior high teachers shall report fifteen (15) minutes prior to the start of the student day. Elementary teachers shall remain in the school building ten (10) minutes after student dismissal. All secondary teachers shall remain in the school building twenty (20) minutes after the student dismissal.

Each building principal will make such reasonable rules as conditions permit to waive the teacher dismissal rules to allow teachers to leave their building on Fridays and the day before holidays, so long as teachers fulfill their responsibilities to the students.

Teachers shall be provided with the required number of State-mandated professional development days.

## **SECTION B: BEFORE AND AFTER SCHOOL SUPERVISION.**

Secondary teachers shall be responsible for the supervision of students ten (10) minutes before the start of the student day and ten (10) minutes after student dismissal. Elementary teachers will not be responsible for before and after school supervision.

## **SECTION C: STUDENT SUPERVISION.**

Teachers shall be responsible for the supervision of students during the school day, including, for secondary teachers only, those periods of time designated before and after school. This supervision shall include the classroom and the hallways during student passing time. However, it shall not include bus supervision or lunchroom supervision. At the close of the student day, teachers may be required to escort students to a designated building exit or to a central waiting area. The principal may assign teachers to student supervision in an emergency, or when an unusual condition or situation exists.

In the event that a teacher is voluntarily assigned to supervise students beyond the ten (10) minutes supervision time, as set forth in Section B of this Article, he/she shall be remunerated at the rate of .001 of the B. A. base to the nearest fifteen (15) minute interval. Should no teacher volunteer for said supervision duty, the building principal shall rotate such duty on a month-to-month basis, beginning with the least senior teacher and continuing in ascending order thereafter.

## **SECTION D: OTHER SUPERVISION.**

No teacher, librarian, nurse, counselor, therapist or consultant shall be required to be hall-security guards except in the case of emergency and until a non-certificated employee can be so assigned. It is understood that an emergency shall not exceed two (2) working days.

## **SECTION E: ELEMENTARY BREAK/PLANNING TIME.**

- (1) All elementary teachers will normally be provided one (1) relief period in the morning and one (1) relief period in the afternoon of ten (10) minute duration, as set by the building principal. Elementary teachers shall also be provided a forty (40) minute planning/preparation period prior to the beginning of the student day.

During the time which a classroom teacher's students are being instructed by a music, art or health and wellness teacher, each teacher may utilize the time as an additional planning/preparation period in his/her classroom or other location designated by the building principal.

- (2) All classroom teachers grade K-5 will receive a total of sixty (60) minutes of planning time each week during the regular instructional day in addition to their planning/preparation period prior to the beginning of the school day. If a teacher is unable to be provided with at least sixty (60) minutes of planning time in a week due to the unavailability of teachers and/or substitutes for special area classes such as music, art or health and wellness, the teacher shall be provided with an additional sixty (60) minutes of planning time within the next two (2) weeks after the week in which the planning time was missed.

## **SECTION F: TEACHER PLANNING/PREPARATION TIME.**

The time during which a teacher is scheduled for planning or preparation shall be used by the teacher for planning instruction for his/her students. The planning shall be done in the teacher's classroom or other location in the building. The teacher may use the planning/ preparation time as a conference period with a parent when the conference is held within the school building to which the teacher is assigned. A teacher may leave the building during his/her planning/preparation time when authorization to leave the building has been approved by the building principal.

Elementary itinerant and non-classroom teachers shall be entitled to planning/preparation time, prior to the student instructional day, in the same manner as other elementary teachers. Secondary itinerant and non-classroom teachers do not have a scheduled planning/preparation period as such, but rather whatever time is necessary for planning, preparation, and conference time will be worked into their regular day's activities.

## **SECTION G: TEACHERS' LUNCH PERIODS.**

All teachers shall have a thirty (30) minute duty-free lunch period.

## **SECTION H: TEACHER INSTRUCTIONAL WORK SCHEDULE.**

The normal teaching load for regular classroom teachers in the elementary schools will not exceed six (6) hours and forty (40) minutes.

In the middle school, the normal weekly teacher load will not exceed twenty-five (25) teaching periods, and five (5) planning/preparation periods.

At the senior high school, the normal weekly teaching load for regular classroom teachers will not exceed fifteen (15) teaching periods, five (5) homeroom periods, and five (5) planning/preparation periods.

## **SECTION I: COMPENSATION FOR ADDITIONAL TEACHER RESPONSIBILITIES.**

If a teacher is required to teach more than the normal teaching periods at the secondary level and assumes all of the teaching duties and responsibilities including planning for the additional class period/assignment, the teacher shall receive additional compensation prorated on the basis of the teachers base salary, as set forth in Appendix A, attached hereto.

The District shall, before exercising its right of assignment contained herein, seek certificated and qualified teachers who will volunteer for the additional assignments.

## **SECTION J: CLASS PREPARATIONS.**

All efforts will be made to assign middle school teachers no more than three (3) separate preparation periods per semester. For the purposes of this section, a preparation period shall be defined as classes designated by different course numbers.

All efforts will be made to assign high school teachers no more than two (2) separate preparations per semester.

#### **SECTION K: FACULTY MEETINGS.**

Two (2) faculty meetings shall be regularly scheduled each month, subject to cancellation by the building principal. These meetings shall normally be scheduled on the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Wednesdays of each month, unless otherwise mutually agreed by the principal and staff. Other meetings will be called as necessary normally on forty-eight (48) hours notice, except in the ease of emergency, and will not extend beyond thirty (30) minutes after student dismissal. All teachers shall be required to attend faculty meetings unless excused by their building principal. Teachers who are enrolled in a class related to their teaching duties or another degree in education for which credit is being earned, shall be excused from these faculty meetings in sufficient time to attend said classes, provided notice is given to the building principal one (1) week prior to the start of the first class. Faculty meetings will convene within fifteen (15) minutes of the dismissal of students and will be restricted to one (1) hour duration (not including time for building AR). Teachers may submit items to be included on the agenda, if done forty-eight (48) hours in advance to the building principal. Said teacher(s) shall assume full responsibility for ascertaining and complying with that which was discussed at the faculty meeting. Teachers shall have the right to request faculty meetings with their building principal which will be held within two (2) working days of said request, where possible. If an itinerant teacher is based in a specific building, he/she shall attend all faculty meetings in that building, as well as up to two (2) meetings for his/her specified area per month.

#### **SECTION L: TEACHER MEETINGS WITH PARENTS AND STUDENTS.**

Teachers are expected to be available to parents and/or students for consultation. The responsibility of the teacher to be available for conferences with parents and/or students is recognized as a teacher's professional responsibility and shall be encouraged. Such conferences shall be accomplished by personal appointment, which may result in the expenditure of time beyond a teacher's normal day, mutually agreed to between the parent and teacher.

#### **SECTION M: PARENT-TEACHER CONFERENCES.**

Parent-teacher conferences in the fall and spring shall be scheduled in accordance with the county approved calendar.

- (1) Each elementary teacher will be allotted three (3) one-half days each semester for parent-teacher conferences who have an enrollment of up to and including twenty-eight (28) students. Extra school time, to be mutually worked out and agreed upon by the building principal and the teacher, will be allowed for conferences for full-time kindergarten teachers and for any other teacher with an enrollment of more than twenty-eight (28) students if conferences are scheduled and additional time is needed.
- (2) The District shall provide security personnel for said evening conference times at the elementary buildings, if requested by the majority of building staff. All teachers are required to attend parent-teacher conferences unless excused by their building principal.

## **SECTION N: NORMAL TEACHER MEETINGS AND RESPONSIBILITIES.**

Nothing herein contained shall be construed to relieve teachers of their obligations to attend, and participate in parent teacher conferences, building meetings, departmental and/or vertical coordination meetings, and other meetings and programs called by members of the Administration.

With the exception of the meetings and activities identified in this Article, no teacher may be required to attend more than three (3) meetings, programs, or activities per semester after their regular scheduled work day. (This shall include required PTO meetings.)

Teachers may be required to attend up to an additional four (4) hours per month (of the school year) for professional development/in-service time.

## **SECTION O: TEACHER RECORD DAYS.**

Teacher record days are to be reserved solely for record keeping and preparation of materials. Teachers shall be at their building on record days at the regular established time and shall not leave the building until the end of the established time, except for a sixty (60) minute lunch period.

Teachers shall not be responsible for the completion of student report cards until the close of the record day. To insure proper completion of student report cards, the principal shall have the right to require a teacher to return the following work day to properly complete student report cards deemed unsatisfactory.

## **SECTION P: NEW TEACHER ORIENTATION.**

Any teacher who is newly employed by the School District shall be required to attend three (3) additional days which shall be added to the beginning of the teacher's work year. New staff shall receive seventy-five (\$75) dollars per day for two of the additional days. One of the days shall be in accordance with the following: one-half (1/2) day shall be used for orientation at the individual's building and one-half (1/2) day shall be utilized as a District-wide orientation. During the District-wide section, the BHEA shall be provided with a minimum of one (1) hour to meet with the newly employed teachers. The remaining two days shall be determined by the District.

Teachers who may be employed after the beginning of the teacher's normal work year shall be provided with a minimum of one-half (1/2) day paid release time to meet with the building principal for the purpose of orientation. This shall be provided within the first week of the individual's employment.

It shall be the responsibility of the building administrator to orient the new teacher to the various forms and policies that the new employee will be required to utilize in the performance of his/her job.

The Assistant Superintendent for Human Resources/Labor Relations and such other persons as the Superintendent deems appropriate shall conduct two (2) meetings per semester limited to two (2) hour's duration for newly hired teachers for the purpose of acclimating them to the District and answering questions that may arise.

## **ARTICLE VII - TEACHING CONDITIONS**

### **SECTION A: TEACHER BENEFITS.**

The Board agrees to provide, within the limitations of the budget, the following:

- (1) Fax, computers, printers, internet access and materials and a copying machine, in accordance with building policy, to aid teachers in the daily preparation of instructional materials during the school day. Reasonable materials submitted by the teacher for duplication shall be completed and returned within twenty-four (24) hours, whenever possible.
- (2) Parking facilities and an area to be reserved near each building, when available, for the loading and unloading of materials and equipment.
- (3) At least one telephone per building for teacher's use where privacy can be insured. Telephones shall be used at times when the use thereof does not interfere with the teaching assignment and building administration, except in the case of an emergency.
- (4) Lunchroom and lavatory facilities exclusively for adult personnel and a faculty lounge appropriately furnished.
- (5) A desk and filing cabinet for each classroom teacher.
- (6) Space which can be locked shall be provided for a teacher's personal articles in each classroom.
- (7) Storage in each classroom for instructional materials.
- (8) A teacher's edition of basal/basic texts used in each of the courses he/she is required to teach. Teacher's editions of other levels and Board approved texts are to be obtained and returned through the building principal. All efforts will be made, district-wide, to locate and provide these editions.
- (9) Attendance books, lesson plan books, class record books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.

### **SECTION B: TEACHING TOOLS.**

The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Basic instructional materials, for required teaching units, will be provided for teachers at the beginning



of the school year, the students' first attendance day, where possible. A student text and related activity unit books shall be provided for each student whenever possible.

**SECTION C: INSTRUCTIONAL MATERIALS.**

The Board, Administration, and teaching staff shall select instructional materials, to be used in the schools, which reflect the diversity of our society and shall evidence sensitivity to prejudice, stereotypes, and materials offensive to any group.

**SECTION D: TEACHER RESPONSIBILITY FOR MATERIALS, EQUIPMENT AND FACILITIES.**

Teachers shall be responsible for the proper care and utilization of materials, equipment, and facilities assigned to them.

**SECTION E: STUDENT-TEACHER RATIO.**

The Board recognizes that the pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees that where, in its judgment, smaller classes will enhance the learning opportunities of the students, it will continue its efforts to maintain equal class size, at or below maximum class size, as much in keeping with this necessity as is dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers, and the best interest of the District as administratively deemed feasible. The following recommended standard class sizes will be used at each grade level and subject. The Board and the Association may mutually agree to make necessary deviations from these maxima due to financial conditions or problems involving student placement.

Calculations of class enrollments shall be made on the Fourth Wednesday in September or the then current official fall student count day of the school year as established by law or regulation. Any equalization of class size shall be completed no later than five (5) working days after the official fall student count.

In the event class enrollments in any particular room exceed the maximum allowable class size, enrollment in such class shall be administratively closed. The Central Administration shall be allowed five (5) working days to make any student count adjustments necessary. Should the student enrollment thereafter decline below the maximum class size, the class shall thereafter be open for additional student enrollment.

Recommended

<b>ELEMENTARY</b>	<u>Standards</u>	<u>Maximum</u>
Kindergarten	22-24	25
First-Second Grade	22-25	30
Third-Fifth Grade	25-29	32
Combination Room	22-25	30

## **SECONDARY**

English	25-30	32
Social Studies		
General Education		
Mathematics		
Science		
Language		
Art		
Reading (MS.)	22-25	32
General Music (MS.)		
Physical Education	40-45	50
Health	25-35	40
Business Education	Determined by nature of the	
Home Economics	program and learning stations	
Industrial Arts	available	
Vocation Shops		
Typing		
Lab Sciences		
Remedial Social Studies	20-25	30
Basic Communications		
Practical English		
ICE/Phase Math		
ICE/Phase Science Skills		
Remedial Reading		

## **OTHER PROGRAMS**

- (1) Music Programs, with the exception of General Music at the Junior High level shall have no limits on class size.
- (2) Special Education and other programs with either State or Federal guidelines shall be governed by the appropriate guidelines.

## **SECTION F: COUNSELOR-STUDENT RATIO.**

The ratio of students to counselors shall not be greater than four hundred and fifty (450) to one (1).

## **SECTION G: ASSIGNMENT OF EXTRA STUDENTS.**

In the event of the unavailability of a substitute teacher, a regular teacher may agree to assume the responsibility for all or a portion of the students who are normally assigned to another teacher. The receiving secondary teacher(s) will receive Thirty Dollars (\$30.00) per class period. At the elementary level, the receiving teacher(s) will receive an amount prorated proportional to the fraction of the class assumed at a rate of \$120.00 per day.

In recognition of the necessity of securing volunteer teachers to accept the assignment of extra students in the event of the unavailability of substitute teachers, the Association hereby covenants to use all best efforts to aid the District in securing such volunteers.

#### **SECTION H: LESSON PLANS AND RECORDS.**

All teachers are required to prepare and keep up-to-date records of their students' progress, lesson plans, as developed by the individual teacher, and such other necessary records and/or information as may be required. Cumulative records shall be kept up to date. Building principals/supervisors may request, at any time, that all of a teacher's records be delivered to the principal's office for inspection and verification as soon as teaching responsibilities permit.

#### **SECTION I: LESSON PLAN FOR SUBSTITUTES**

Teachers are required to provide, for the benefit of substitute teachers, three (3) days of lesson plans which, if reasonably possible, are related to and consistent with the state of development of the course, or courses, for which the teacher is responsible.

#### **SECTION J: STUDENT TESTING.**

As long as criterion and State assessment testing is continued in kindergarten, assistance will be provided teachers for administering the test.

#### **SECTION K: COLLECTION OF MONIES.**

Teachers shall not be expected to collect student monies for any reason.

#### **SECTION L: SPECIAL STUDENT PROBLEMS.**

The parties, to assist the teacher, will cooperate to increase the psychological and achievement testing program and to correlate such activities with the regular classroom activities of the teacher so as to better meet the needs of special students in the schools. In order to provide for those students who do not qualify for special education classes now offered and who, in the opinion of a screening committee, cannot function in a regular classroom, special classes and curricula shall be provided under the guidance of specially trained personnel, provided funds and qualified personnel are available for such positions.

#### **SECTION M: SPECIAL EDUCATION STUDENT PROBLEMS.**

To the extent practicable, each teacher shall be made aware of any student in his/her classroom who has been identified as disabled through the IEP process. The Board will provide services through the Special Education Department to work with teachers to meet the requirements of State and Federal mandated Special Education programs. Any concerns on the part of teachers regarding procedures, placement of students, or special services shall be directed to the appropriate principal, supervisor, or personnel in the Special Education Department.

## **SECTION N: DEPARTMENT CHAIRPERSON SELECTION.**

Each department within the high school will be actively involved in the selection of candidates to serve in the capacity of department chairperson. In those departments with six (6) full-time teachers or less, two (2) candidates will be nominated and submitted to the high school principal for his/her final selection. Additionally, in those departments with more than six (6) full-time teachers, three (3) candidates will be nominated and forwarded to the principal for his/her final selection. Department chairpersons shall be evaluated on an annual basis by the high school principal. Department chairpersons who the principal determines are not satisfactorily performing the duties as determined by the criteria listed in Section O below shall be removed therefrom after the principal gives said person written explanation for the removal based upon said criteria. The evaluation and/or explanation shall not be a part of the teacher's personnel file.

## **SECTION O: SECTION O: DEPARTMENT CHAIRPERSON DUTIES.**

The following statements are intended to include responsibilities of all department chairpersons as the job exists today, but in no way are they intended to be all inclusive:

- (1) Providing leadership to the personnel in the department.
- (2) Recommending modifications, improvements and updating of the total program to the building principal.
- (3) Keeping informed and informing department teachers of current instructional trends within their academic discipline.
- (4) Working with individual teachers or committees of teachers on curriculum problems within the school.
- (5) Serving as liaison between the teachers and administration.
- (6) Serving as an instructional leader, but not as a supervisory employee.
- (7) Assuming direct responsibility to the principal for the performance of their duties. The principal shall give the chairperson a formal evaluation each year.
- (8) Attending departmental meetings.
- (9) Conducting regular departmental meetings and reporting in writing to the principal the meeting's activities.
- (10) Working with staff on making recommendations for media resources (library, films, etc.).
- (11) Recommending and requisitioning purchase of any supplies or equipment to the building administration.
- (12) Maintaining a current running inventory of department materials including equipment and supplies as directed by the building administrator.

- (13) Assisting the principal and guidance director in making a tentative schedule of classes and teacher assignments for the department.
  - (a) Recommending class size.
  - (b) Recommending teacher assignments in order of expertise or to encourage personal and/or professional growth.
  - (c) Developing course recommendation and recommendations for course placement by class period.
  - (d) Assisting in developing room assignments.
- (14) Interviewing and making recommendations for hiring departmental personnel, after screening by the Personnel Department and building administrator.
  - (a) Considering areas of expertise and areas of need.
  - (b) Conducting a minimum of one (1) interview per prospective employee.
- (15) Familiarizing teachers new to the department, during orientation days, with general practices and procedures within the department, building, and District.
  - (a) Supplying with curriculum guide.
  - (b) Supplying with copy of available materials.
  - (c) Discussing building and District policies and expectations.
  - (d) Discussing teacher evaluation procedures.
- (16) Advising in the assignment of student teachers to departmental personnel.
  - (a) Assessing interest of teachers in supervising student teachers.
  - (b) Conferring with department heads of other departments.
  - (c) Developing student teacher schedule after consulting with teachers, department heads and administrators.
- (17) Recommending or assisting in appointment of committees to study special problems within the department whenever the need arises.
  - (a) Curriculum.
  - (b) Policies and procedures.
  - (c) Materials and ordering.

- (d) Assisting in assignment of committee members on the basis of experience, expertise, involvement or interest.
- (18) Serving as consultant in the selection of high school administrators.
- (a) Interviewing prospective candidates and making recommendations to the appropriate administrators.
- (19) Aiding the guidance department in the proper placement of students.
- (a) Assisting in developing placement criteria for courses based on reading units, previous courses, etc.
  - (b) Seeking recommendations from teachers.
  - (c) Encouraging teachers to contact counselors when difficulty is encountered in placement or if improper placement is judged.
- (20) Preparing departmental expenditures for supplies and equipment and following through by requesting and acknowledging receipts of approved material and services.
- (a) Surveying teachers' needs for materials on an individual basis.
  - (b) Developing priorities for ordering.
  - (c) Following ordering procedures and meeting ordering deadlines.
  - (d) Working with proper administrators in achieving the above.
- (21) Providing current information for the course description handbook.
- (a) Working with principal and head counselor in determining course offerings.
  - (b) Soliciting updated course descriptions from department teachers.
  - (c) Submitting updated information to head counselor.
- (22) Maintaining and updating a department curriculum guide.
- (a) Consulting with department members about changes to be made in the guide, in a timely manner.
  - (b) Filing copies of the guide in the file cabinet in the chairperson's office.
  - (c) Comparing with lesson plans to insure that teachers are following the guides.
- (23) Reviewing textbook for other supplemental materials and making necessary recommendations to the principal and/or designee.

- (a) Conveying teacher requests for sample copies.
  - (b) Planning for replacement of textbook when needed or desired.
  - (c) Recommending textbook changes.
- (24) Participating in the coordination of the high school curriculum with the junior high schools.
- (a) Participating in the coordination and standardization of objectives.
  - (b) Participating in the coordination and standardization of instructional materials.
  - (c) Working closely with building administrator and guidance coordinator in helping to coordinate secondary programs.
  - (d) Conducting meetings involving entire secondary staff or respective departments, when requested.
- (25) Assisting library personnel in developing recommendations for materials which will reinforce the educational program.
- (a) Working with library in developing audio-visual resources.
  - (b) Evaluating existing materials and recommending updating replacement
  - (c) Conveying needs, desires of department members in the area of AV materials.
- (26) Other such appropriate duties as may be requested by the building administrator.

**SECTION P: DEPARTMENT CHAIRPERSON COORDINATION PERIODS:**

Any teacher selected as a department chairperson shall be assigned time for coordination on the following basis:

- (1) Two (2) to three (3) teachers in department - no coordination period.
- (2) Four (4) to twelve (12) teachers in department - one (1) coordination period.
- (3) Thirteen (13) to twenty-five (25) teachers in department - two (2) coordination periods.

For the purpose of determining the number of teachers in a department the following procedure shall be used:

- (1) The total number of classes each teacher instructs in that department shall be added and divided by five.
- (2) If the quotient in one (1) above is a fraction, it shall be rounded off to the nearest whole number.

- (3) If a teacher instructs in more than one (1) department, the classes taught in the other department(s) shall be added to the total classes in that department to determine the number of coordination periods according to one (1) and two (2) above.

A teacher who is vocationally certificated shall be considered a member of the Career and Technical Education.

A department chairperson not qualifying for a coordination period shall be granted an annual stipend of Seven Hundred Fifty Dollars (\$750.00).

For as long as Benton Harbor Area Schools has block scheduling the following shall apply:

Department Chairpersons in each of the State core curriculum areas (e.g. Science, Social Studies, Math, English/Language Arts) and Career Technology shall have one instructional period designated for coordinator duties.

A teacher who is vocationally certificated shall be considered a member of the Career and Technical Education.

#### **SECTION Q: STUDENT TEACHERS.**

Supervising teachers of student teachers shall be tenured teachers who voluntarily accept the assignment.

#### **SECTION R: ASSIGNMENT OF DUTIES TO NON-CERTIFICATED EMPLOYEES.**

The assignment of duties to non-certificated employees shall be the responsibility of the principal. The assignment of such employees to a classroom, study hall, library, cafeteria, playground, or any other area over which a teacher has a primary responsibility will be made after the building principal has conferred with the teacher, or teachers, who are charged with the supervisory responsibilities of the students. If a teacher voluntarily accepts the assignment of a noncertificated employee, that teacher shall assume the responsibility for sharing in the evaluation of the employee.

In the event a non-certificated employee interferes with a teacher in the execution of his/her responsibilities, the teacher shall notify the building principal of the interference and as soon thereafter as is reasonably possible submit a written report of the incident setting forth all the facts. The principal shall investigate the teacher's complaint and make a determination as to whether the non-certificated employee should be reassigned, transferred, or disciplined, in accordance with the Progressive Corrective Discipline Policy, as amended.

#### **SECTION S: SAFETY RESPONSIBILITIES.**

Teachers are responsible for reporting, in writing, unsafe objects or conditions of which they are aware to the building principal, to protect the students and others from the same, and whenever possible to correct and/or eliminate a safety hazard or condition without undue risk to the teacher.



## **SECTION T: DUTY DURING EMERGENCIES.**

Teachers shall remain on duty, as long as necessary, in the event of emergency situations involving severe weather warnings. Other situations where there is a threat to the health or safety of students/employees and the teacher is required to remain beyond his/her normal work day, said teacher shall be compensated at his/her hourly rate of pay on a pro rata basis.

## **ARTICLE VIII - STUDENT DISCIPLINE**

### **SECTION A: STUDENT CONDUCT.**

The Board and the Association recognize that the creation and maintenance of a safe, orderly, and crime-free atmosphere is essential to learning. Likewise, the Board recognizes it has a responsibility to provide a safe workplace wherein teachers are free to teach and students are free to learn, unfettered by the fear of violence, drugs, assault, and crime. To that end, the Board and the Association recognize student discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may constructively be dealt with by encouragement, praise, and emphasis upon the student's desirable characteristics.

### **SECTION B: STUDENT DISCIPLINE.**

The Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom. The Board and the Association agree to carry out the provisions of the Uniform Code of Discipline consistently so that the educational process may continue with the minimal amount of interruption. When possible, each student shall be provided with a current copy of the Student Disciplinary Code and each principal or designee shall review same during the first two weeks of the student year or within the first week a new student attends the building.

Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or in cases where the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the teacher will consult with the building principal concerning the student. Appropriate discipline, including removal from the class and suspension shall be administered in accordance with the Uniform Code of Discipline. Teachers shall be expected to exercise all due care with respect to the safety and welfare of students and property.

### **SECTION C: PHYSICAL FORCE AND STUDENT DISCIPLINE.**

Any teacher may, at any time, use such force as is necessary to protect himself/herself, a fellow teacher, District employee, or student from attack, physical abuse, or injury. All disciplining of students must be in accordance with the current Uniform Code of Discipline.

## **SECTION D: STUDENT REMOVAL.**

A student will be removed from his/her class, with the consent of the principal, for that particular class session or in the case of an elementary student, for the remainder of the day or for a period of time mutually agreed upon by the principal and the teacher, when the student has committed acts of gross misbehavior, misconduct, or persistent disobedience or when the presence of the student in the class impedes the education of the balance of the class because of the disruptions caused by said student. The teacher shall provide the principal a detailed written report, on a form provided by the Board, of the particulars of the incident by the end of the school day. The principal may schedule a conference with the teacher and the student's parents. The principal will furnish, on said form, the teacher with a written statement of the action taken, which will be in accordance with the provisions of the Uniform Code of Discipline.

In appropriate circumstances, a classroom teacher may suspend a student for up to one full school day without the consent of the administration consistent with the terms and conditions of PA 103 of 1999, the Uniform Code of discipline and administrative rules and regulations.

## **SECTION E: TEACHER ASSAULT.**

Any case of attempted or actual physical assault upon a teacher shall be promptly reported to the immediate supervisor. The immediate supervisor shall immediately report any such incident to the Central Administration for referral to legal counsel. The Board of Education and legal counsel shall review the Code of Student Discipline to determine appropriate action. The Board will provide legal counsel to advise the teacher of all rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident bylaw enforcement and judicial authorities. The teacher involved shall be informed of the disposition before the decision is made public.

## **SECTION F: CHILD ABUSE OR NEGLECT REPORTING.**

The parties recognize that the handling of suspected child abuse or neglect is governed by the provisions of the Child Protection Act. Among other things, the Child Protection Act requires that teachers who have reasonable cause to suspect child abuse or neglect must report same to the Department of Social Service/Child Protective Services. Therefore, the Board will adopt no policy nor shall the administration establish any rule or regulation, practice, procedure, or requirement which is inconsistent with the provisions of the Child Protection Act. Provided however, in the event the teacher makes a referral to the Department of Social Service/Child Protective Services, a copy of any written report or form submitted by the teacher shall also be provided to the building principal by such teacher.

## **ARTICLE IX - - TEACHER PROTECTION**

### **SECTION A: TEACHER REPRESENTATION.**

Prior to any warning, reprimand, or disciplinary action, a teacher shall be so notified and shall be entitled, upon request, to have a representative of the teacher's choice (who is readily available within the given school day) from the Association present. When a request for such representative is made no action shall be taken with respect to the teacher until such

representative of the Association is present. If the Board or Administration requests a written statement from a teacher subsequent to any incident or complaint, the teacher shall be entitled to consult with the Association President or designee or Uniserv Director prior to issuing such statement.

#### **SECTION B: COMPLAINT AGAINST TEACHER.**

Upon receipt of any complaint, including a complaint filed by an administrator, concerning the professional performance of duties directed toward a teacher, the complainant shall file, on a form agreed upon by the Association and the Board, a written report with the building principal or teacher's supervisor. The report shall include the date filed, the specific complaint, and the names and signatures of all complainants. A copy of the written complaint shall be provided to the teacher within five (5) working days of the time that said complaint was filed with the administration.

The building principal/appropriate administrator shall conduct an investigation to determine if there exists a legitimate basis for said complaint. As part of the investigation, the principal/administrator shall consult with the teacher involved and student and other witnesses that are relevant to the complaint allegations and may require a written statement from the teacher. The teacher shall be informed of the principal's/administrator's recommendation, which shall be issued to the teacher in writing within ten (10) working days of receipt of the complaint or teacher's statement as provided for in Section A, whichever last occurs. Should the principal/administrator determine further action is warranted, he/she shall forward the results of the investigation to the Superintendent or designee with a copy to the teacher. The teacher shall sign a receipt for the principal's/administrator's recommendation and the signature of the teacher shall indicate awareness of the contents of the recommendation, but not necessarily agreement therewith.

The Superintendent or designee shall determine whether further investigation or disciplinary action shall be taken against the teacher.

The Superintendent's or designee's determination as to whether disciplinary action shall occur, shall be issued in writing to the teacher within thirty (30) calendar days from the date of the principal's/administrator's recommendation and shall be reviewed by the teacher prior to its inclusion in the personnel file. Any disciplinary action taken against the teacher shall be based upon the contents of the investigation report which the teacher has had the opportunity to review and had the opportunity to attach his/her own written statements.

In the event a complaint does not result in disciplinary action, said complaint will not become part of the personnel file. Should a complaint result in an oral warning, documentation of said warning and the original complaint with accompanying investigative information, shall be expunged from the personnel file after the expiration of the disciplinary documentation, pursuant to the provisions of the Progressive Corrective Discipline Policy.

#### **SECTION C: MINIMAL CORRECTIVE ACTIONS.**

Any corrective action will be governed by the Progressive Corrective Discipline Policy as agreed to by the Board of Education and the Association in March, 1976, as amended. A copy of the

policy shall be available in each school building and upon request, the Association shall be provided with sufficient copies as necessary.

#### **SECTION D: DISCIPLINE OF TEACHERS.**

No teacher shall be disciplined (including warnings, reprimands, demotions, discharges, or other actions of a disciplinary nature) without just cause. The Board and the Association subscribe to the Progressive Corrective Discipline Policy, adopted by the Board and agreed to in March, 1976 as amended on May 17, 1977, and revised and amended in August, 1991, which, unless the seriousness of the offense warrants accelerated discipline, minimally includes oral warning, written reprimand, suspension with or without pay, with discharge as a final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action. Any such action which is claimed to be unjust shall be subject to the professional grievance procedure.

It is understood and agreed that when a teacher files a grievance with respect to disciplinary action, the act of filing such grievance shall constitute authorization of the Board and the Association to reveal to the participants in the grievance procedure any and all information available to the Board and the Association concerning the alleged offense and such filing shall further constitute a release of the Board and the Association from any and all claimed liability by reasons of such disclosure.

Whenever a teacher shall be discharged pursuant to this Article, the following conditions shall be applicable:

- (a) As to probationary teachers: Probationary teachers may have the benefit of hearings at all levels of the grievance procedure, except binding arbitration being expressly denied the probationary teacher.
- (b) As to tenure teachers: Tenure teachers shall have the right to any hearing or procedures established by the Michigan Teacher Tenure Act. A tenure teacher may not use the grievance procedure if the issue in question is covered by the Michigan Teacher Tenure Act.

#### **SECTION E: TEACHER LEGAL ASSISTANCE.**

If a teacher is the subject of civil action brought by a student or parent for action taken within the scope of one's professional employment, the Board will provide legal counsel and render all necessary assistance to the teacher's defense. Teachers shall have the right to retain outside legal counsel at their own expense.

In any case in which the District determines that the teacher was not properly performing within the scope of his/her professional employment, it shall notify the teacher and the Association in writing within ten (10) working days from the time the teacher notifies the Superintendent of the litigation. If the Association disagrees with the position of the School District, the issue will be immediately submitted to expedited arbitration pursuant to Section G of the professional grievance procedure. If the decision of the arbitrator indicates that the teacher was properly performing within the scope of his/her professional employment, the District shall reimburse the

teacher for any and all expense to the legal counsel retained by the teacher. An arbitrator's decision may not be used as evidence in any subsequent disciplinary action including tenure hearings or any other administrative or judicial action(s).

**SECTION F: TEACHER DEFENSE.**

The time necessarily lost by a teacher in connection with a defense of a suit brought by a student or parent for action taken which arose out of or within the scope of professional employment shall not be charged against the teacher.

**SECTION G: RIGHTS AND PRIVACY ACT:**

The Board shall include members of the teaching faculty in the preparation of any revised policies or procedures with respect to the Family Educational Rights and Privacy Act of 1974.

**SECTION H: PROPERTY DAMAGE REIMBURSEMENT.**

The Board will reimburse teachers for any damage or destruction of clothing or personal property, excluding vehicles, up to Two Hundred Dollars (\$200.00), not due to negligence on the part of a teacher, which is not covered by other insurance in connection with any incident arising out of and in connection with one's professional employment.

**SECTION I: COMMUNICABLE DISEASES.**

If the District intends to adopt a communicable diseases "policy" that would affect the wages, hours, or working conditions of any member of the Benton Harbor Education Association, the District shall notify the Association that it wishes to commence bargaining on said issue. Bargaining shall commence within fifteen (15) work days of the written notice from the District.

**ARTICLE X - TEACHER ASSIGNMENTS VACANCIES AND TRANSFERS**

**SECTION A: DEFINITIONS.**

- (1) Transfer - A voluntary or involuntary transfer shall mean the movement of a teacher from one building unit or position to another building unit or position after the Tuesday following the official Fall student count day of that school year.
- (2) Assignment - An assignment shall mean the movement of a teacher from one building unit or position to another building unit or position, after the end of the preceding school year, but prior to the Tuesday following the official Fall student count day of that school year.

**SECTION B: RIGHT OF ASSIGNMENT.**

The Superintendent has the responsibility to and will assign staff members to positions, for which they are certificated and qualified to perform, within the School District, except as otherwise limited by the provisions of this Agreement.

## **SECTION C: NOTIFICATION OF ASSIGNMENTS FOR NEXT SCHOOL YEAR**

Unless a teacher receives a written notice of a change in school building or administrative unit assignment by June 30, the teacher shall continue to work at the present location, subject to the Superintendent's right of assignment. In the event that changes in assignment after June 30 are necessary, all teachers affected shall be promptly notified, in writing. Said notices shall be sent to the teacher's last known address on record with the District. Notification to Adult Education teachers of their assignments shall be given five (5) calendar days prior to the start of their classes, where possible.

## **SECTION D: INVOLUNTARY TRANSFERS.**

While the parties recognize that involuntary transfers may be necessary for administrative purposes, to meet instructional requirements, and to provide a fair distribution of experienced and qualified teachers throughout the District, they also recognize the desirability of attempting to keep such transfers at a minimum. If a transfer is found to be necessary in the opinion of the Board, and the reason is other than a reduction in work force, the transfer shall be done on the basis of seniority, with the least senior teacher possessing the necessary qualifications as defined in this Article, being transferred first. Then the teacher being involuntarily transferred will receive written notification. Effective after the completion of the 2005-2006 school year, no teacher shall be retained in, nor transferred to, a core academic subject or elementary teaching position for which he/she is not "highly qualified" as defined by the No Child Left Behind Act of 2001 and Michigan Department of Education interpretive rules or guidelines.

When it becomes necessary to transfer a teacher because of a building closing, or the elimination of a department, grade level or administrative unit, the most senior teacher shall be provided a list of known vacancies within the District, for which the teacher is certificated and qualified as defined in this Article, from which the selection may be made. The second most senior teacher shall be provided the second selection of known vacancies, and so on, until all teachers are transferred, however, all transfer selections shall be awarded only so long as the selection is in accordance with the Districts need to achieve racial/sex balance and implementation of a desegregation program. In the event there are no known vacancies, staff reductions shall be made in accordance with Article XI, Section D.

In the event a teacher is transferred, the affected teacher shall be notified in writing of such transfer. Teachers involuntarily transferred or reassigned after the opening of school shall be allowed one (1) day of released time prior to the effective date of transfer or reassignment in order to prepare for said transfer or reassignment.

## **SECTION E: CONSIDERATION FOR ASSIGNMENT.**

The Superintendent recognizes that it is desirable, in effectuating an assignment, to consider the interest, abilities, and aspirations of the teacher. The Superintendent, in making assignments of staff members to positions in the various schools of the District, will apply the following criteria, which are listed in order of priority:

- (1) Necessity of making changes due to reassignment of grades, changing student enrollment, racial/sex balance, implementation of a desegregation program, or changes of

curricula in school buildings; or the requirements of any applicable State and/or Federal legislation, regulations or guidelines related to the position in question;

- (2) Teacher's certification;
- (3) Teacher's qualifications;
- (4) Teaching experience in the District (not seniority); and
- (5) Teacher's length of service in the District (seniority).

#### **SECTION F: ADDITIONAL ASSIGNMENTS.**

Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, after school curriculum programs, extra duties enumerated in Appendix B and summer school courses shall not be obligatory. Preference in making such assignments will be given to properly qualified and certificated tenure teachers who are regularly employed in the district during the regular school year.

#### **SECTION G: FILLING OF VACANCIES.**

When a vacancy occurs within a building unit, internal staff adjustments may be made on a voluntary basis. After internal adjustments have been made, the principal administrator shall notify the Assistant Superintendent for Human Resources/Labor Relations of any resulting vacancy which has been created, and which is in need of being filled by a professional staff person.

- (1) Vacancies which occur after the fall student count date and filled through involuntary transfer, shall be considered filled on a temporary basis. If the position is filled on a temporary basis, the position will be treated as a vacancy for the following school year and posted as a vacancy by June 1 of each school year.
- (2) Vacancies which occur after the fall student count date and filled through the recall procedure or by a teacher returning from a leave of absence who is eligible for said position will be treated as a regular assignment and will not be posted at the end of the school year.
- (3) All vacancies during the school year not filled in accordance with Sections (1) or (2) will be posted in each school building for ten (10) business days prior to being filled. A copy of each posting shall be forwarded to the Association.
- (4) Employees who wish to be considered for a posted vacancy shall submit their application, within the ten (10) business day period, in writing, to the Assistant Superintendent for Human Resources/Labor Relations.
- (5) All applicants, whether currently employed by this District or making application for employment for the first time, shall be accorded an equal opportunity for employment. The applicant who, in the judgment of the Board, possesses the best qualifications

required to satisfactorily perform the job shall be the one awarded the position. If two (2) or more applicants, in the judgment of the Board, possess qualifications necessary to satisfactorily perform the job and among them possess attributes to a relatively equal extent, the applicant among them who will best fulfill the District's commitment to racial/sex balance and implementation of a desegregation program will be given preference. All candidates will be notified in writing within ten (10) business days when the position is filled.

#### **SECTION H: NOTICE OF FUTURE RESIGNATION.**

In order for the Board to plan for and provide a qualified teaching staff, any teacher resigning at the end of the school year shall notify the Board in writing as early as possible. Any teacher resigning prior to the beginning of the ensuing school year shall notify the Board in writing at least 60 days before September 1<sup>st</sup>. Failure to so notify, in the absence of mutual consent, may result in the teacher's loss of continuing tenure.

#### **SECTION I: RELEASE FROM EMPLOYMENT CONTRACT.**

Teachers will not request release from their contract obligation during the school year except in case of dire necessity. The Board may respond with any or all of the following: demand specific performance of the contract, consent to the release contingent upon the Board finding a qualified replacement, require a minimum of two (2) week's notice, accept the request while specifying that failure to give the required notice may lead to forfeiture of continuing tenure.

#### **SECTION J: RETURNING TO BARGAINING UNIT.**

A teacher who transfers to or is hired for an administrative or supervisory position before September 1, 2003 and later returns or is newly assigned to a position in the bargaining unit, shall be entitled to those years of service he/she served as a teacher for purposes of length of service in the bargaining unit, and shall be entitled to accumulate years of experience on the salary schedule for all years served as a teacher and an administrator/ supervisor.

A teacher who transfers to or is hired for an administrative or supervisory position on or after September 1, 2003 shall have his/her bargaining unit seniority frozen without any additional accumulation for up to a consecutive two (2) year period while serving as an administrator/supervisor. If such a teacher remains in an administrative or supervisory position for longer than a consecutive two (2) year period, he/she shall forfeit all bargaining unit seniority previously acquired. An administrator who is directly hired into the District as an administrator shall accumulate no bargaining unit seniority.

#### **SECTION K: AFFIRMATIVE ACTION-HIRING.**

The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel. For the purposes of this contract, minority group personnel will be defined as those employees who are Black, First American, Asian American, or Latino.



In order that this goal be expeditiously met, it is agreed that the Board will actively seek, recruit, and hire qualified minority teachers for vacancies. If a building's racial balance necessitates the hiring of a minority teacher, the Board may temporarily fill a vacancy with a substitute teacher until such time as a minority candidate has been hired. In no event shall a minority teacher be involuntarily transferred or laid off if such transfer or layoff would lower the percentage of minority teachers in the building below the District percentage of total minority teacher staff.

The Board agrees to indemnify and save the Association harmless against any and all claims, suits, and other forms of liability and for the reasonable and necessary expenses and costs incurred that may arise out of or by reason of action taken by the Board or its agents in implementing provisions of this Section.

#### **SECTION L: TEACHER VOLUNTARY TRANSFER REQUEST.**

The request by a teacher for a transfer for the following school year to a different building unit must be made in writing by April 1, and presented to the Assistant Superintendent for Human Resources/Labor Relations with a copy of the request sent to the building principal. The application shall set forth the school, grade, or position sought. No teacher will be discriminated against because of a request to transfer. Such requests must be renewed each year by April 1st to assure consideration. Effective after the completion of the 2005-2006 school year, the Board may grant a teacher's request to transfer to a vacant core academic subject or elementary teaching position for which he/she is "highly qualified" as defined by the No Child Left Behind Act of 2001 and Michigan Department of Education interpretive rules or guidelines. If the Board receives more than one request for transfer to the same vacant position, the most senior and qualified applicant will be awarded the position.

#### **SECTION M: DEFINITION OF CERTIFICATION AND QUALIFICATION**

Certificated is defined as holding a valid certificate from the Michigan Department of Education in the designated subjects and grade levels.

Qualified is defined as having the certification(s) and qualification(s) required by any applicable State and/or Federal legislation, regulations or guidelines for the position held by the teacher, and:

- (1) Grades Pre-School through Five (5) - Student teaching in grades pre-school through five (5), or teaching experience in the district within the past five (5) years at the preschool through fifth (5th) grade level and possessing an elementary certificate.
- (2) Grades Six (6) through Eight (8).
  - (a) A major or minor in the specific subject area to which the teacher is to be assigned, or
  - (b) Twelve (12) semester hours in the specific teaching area and a course in the teaching of the discipline, a teaching strategies course, or a district subject-related inservice.

(c) Teachers assigned to sixth, seventh and eighth grade subject areas for the 1982/83 school year are exempt from the provisions of this subsection for so long as they remain in that subject area.

(3) Grades Nine (9) through Twelve (12).

A major or minor in the subject area or a sufficient number of credit hours to meet the requirements of the North Central Association of Secondary Schools and Colleges in the specific subject area to which the teacher is to be assigned based on North Central's policies and standards for the accreditation of secondary schools then in effect, in addition to possessing a secondary certificate.

(4) Grades Pre-School through Twelve (12) - Special certification that encompasses all grade levels such as art, music, physical education and special education, or other qualifications as required by the Department of Education.

(5) Special programs in the District (K- 12) such as magnet schools, Montessori, consultancies, staff development, etc., will require a minimum of twelve (12) semester hours in their specialization. Teachers currently assigned to special programs (1982/1983) are exempted from the provisions of this subsection for so long as they remain in the same specialty area.

Prior to the start of the 2005/2006 school year, a secondary teacher not in compliance with the standards set forth above, shall be allowed a one (1) year grace period within which to acquire the necessary academic preparation to comply with the standards. Proof of compliance with the standards set forth in this Section must be filed with the District's Human Resources Office as soon as possible, prior to the end of the grace period.

By the end of both the 2003-2004 and 2004-2005 school years, the District will provide each teacher a report on their NCLBA status. Such report will indicate if the teacher currently meets the NCLBA standard of "highly qualified" or if he/she does not meet the standard. If it is determined that the teacher does not currently meet the "highly qualified" standard, the District will inform the teacher what he/she must do to meet the standard. It is the responsibility of the teacher to properly and timely fill out any forms the District may require and submit verification of any tests or courses passed relevant to his/her NCLBA status.

## **ARTICLE XI - REDUCTION OF PERSONNEL**

### **SECTION A: SENIORITY: LENGTH OF BARGAINING UNIT SERVICE.**

For the purposes of this Article, length of bargaining unit service in the District shall be measured in semester units of employment from the initial date of hire (when the person first reported for work and received pay) in a bargaining unit position in the District. If a teacher has served as an administrator/supervisor, only those semesters worked as a bargaining unit member as provided in Article X, Section J shall be counted in this Section. When a teacher does not work an entire semester, credit will be given for any semester in which employment in the bargaining unit position is for half or more of the semester. Time spent on layoff by tenure teachers shall be counted as service time under this Section; however, time spent on layoff by

probationary teachers shall not be considered as service time. Teachers who are less than full-time will have their semester credits pro-rated.

The first year of any approved leave of absence shall be counted towards seniority credit. Subsequent years of leave shall not be counted.

#### **SECTION B: SENIORITY LIST.**

For the duration of this Agreement, the Board and the Association agree to recognize the Master Seniority List as was determined by lottery on November 14, 1981, and subsequently amended, with the mutual consent of the parties. Effective June 1, 2003, the rank and order placement on the seniority list of newly hired teachers with the same initial date of hire will be determined by a drawing. Affected staff will be notified of the date, time and place of the drawing and be permitted to be in attendance, along with the President of the Association.

Any teacher who enters a new semester seniority unit category due to:

1. Break of professional services;
2. Return from leave of absence of over one (1) year's duration;
3. Return to the bargaining unit after administrative service;
4. Acquiring fractional seniority because of less than full-time service; or
5. Not being included in the lottery conducted on November 14, 1981 shall be placed at the end of his/her appropriate semester seniority list conforming to the provisions of this Section, not later than December 15 and April 15 of each school year.

#### **SECTION C: LAYOFF NOTIFICATION.**

In the event the Board deems it necessary to reduce the number of teaching personnel for any economic reason and/or there is decreased student enrollment, the Board will notify the Association and the affected teacher fourteen (14) calendar days in advance of any layoff pursuant to this Article.

#### **SECTION D: REDUCTION OF TEACHERS.**

Layoff shall be defined as a reduction in work force beyond normal attrition due to decreased student enrollment, program reductions or consolidation, closing of buildings, and/or economic reasons. To effect a layoff, the Board shall follow the procedure noted below:

- (1) Teachers occupying teaching positions that require certificated instructors, and who do not hold a regular Michigan provisional, professional, continued or qualified certificate will be laid off first, provided there are certificated and qualified teachers pursuant to Article X, Section M to replace and perform all of the needed duties of the laid off teachers.

- (2) If further reduction is to occur, probationary teachers occupying teaching positions that require certificated instructors shall be laid off on the basis of seniority, beginning with the last name on the seniority list and in ascending order thereafter providing there is a tenure teacher who is certificated and qualified pursuant to Article X, Section M, to fill the available position, and subject to the "Highly Qualified" teacher requirements under federal and/or state law, regulation or guideline.
- (3) If further reduction is to occur, tenure teachers occupying teaching positions that require certificated instructors shall be laid off on the basis of seniority beginning with the last tenure teacher's name on the seniority list and in ascending order thereafter, provided that the remaining teachers are certificated and qualified pursuant to Article X, Section M, to fill the available position, and subject to the "Highly Qualified" teacher requirements under federal and/or state law, regulation or guideline.
- (4) Teachers occupying teaching positions that do not require certified instructors will be subject to layoff and replacement by other non-certificated, tenured or probationary teachers on the basis of seniority, subject to the qualifications and/or other licensing requirements of the position.

When the reduction of teachers involves the discontinuance of services of a tenure teacher, the tenure teachers will be laid off in accordance with length of professional service in the District, certification and qualifications as defined in Article X, Section M and "highly qualified" status under No Child Left Behind Act, if applicable. No teacher shall remain employed in a position requiring certification for which a laid off tenured teacher of equal or greater professional service is certificated and qualified, provided the laid off teacher is "highly qualified" for the position under federal or state law, regulation or guideline.

The Board of Education and the BHEA acknowledge that a teacher who is required as of the end of the 2005-06 school year to be "highly qualified" (as defined by the No Child Left Behind Act and the Michigan Department of Education) for his/her teaching assignment and is not "highly qualified" for his/her teaching assignment shall be granted the first vacancy in the next academic school year that he/she applies for by seniority and qualifications provided he/she is "highly qualified" for the vacancy, and subject to the Superintendent's right of assignment. They further agree that if there is no vacancy for which the teacher is "highly qualified," the teacher shall be treated under the Layoff and Recall provisions of this Agreement as if his/her current position had been eliminated, as well as Article X, Section D.

#### **SECTION E: RECALL BENEFITS.**

Teachers who were laid off and subsequently recalled shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits at the time of recall shall not be considered proper reasons for failure to be reinstated.

#### **SECTION F: BOARD OBLIGATIONS TO LAID-OFF TEACHERS.**

It is understood that the Board's obligation to pay salary pursuant to an individual teacher contract for a teacher laid off under this Article terminates when said teacher has received all salary earned to the date of layoff. The Board will continue to pay fringe benefits for a laid-off

teacher through the month following the month in which the start of such lay-off begins. In order for such employees to continue coverage beyond such time, they must make arrangements for the payment of the total premium or subscription rate for succeeding months, in which event coverage will be available to them to the extent permitted by the respective policies and/or certificates.

#### **SECTION G: SUBSTITUTE LIST.**

A laid-off teacher shall upon application, be granted priority status on the District substitute teacher list.

#### **SECTION H: INCREASE IN PROFESSIONAL STAFF.**

When the services of personnel have been discontinued under this Article and subsequently the Board decides to increase the professional staff, the Board shall offer such open positions to those tenure teachers laid off who are certificated and qualified, as set forth in Section M of Article X, in accordance with the longest length of professional service. If there are no laid off tenured teachers who are certificated and qualified to fill an open position, then the most senior laid off probationary teacher who is certificated and qualified for such open position shall be recalled. Upon recall, all minority guarantees will be preserved.

#### **SECTION I: NOTIFICATION OF RECALL.**

It shall be the responsibility of each laid-off teacher to keep the Board informed of his/her current address and telephone number. Notification of recall from lay-off shall be in writing by certified mail or telegram to the teacher's last known address. If a teacher fails to accept an offer of re-employment within ten (10) days from the date of receipt of the letter, or when the District receives notice that the certified letter is "non-deliverable," the teacher shall be considered a voluntary quit and shall have no further rights of reinstatement.

#### **SECTION J: AFFIRMATIVE ACTION - LAYOFF.**

The Board and the Administration, together with cooperation of the Association, have a duty to carry out the District's Affirmative Action Policy and Plan, then in effect. If a teacher to be laid off is a member of a racial minority group, said teacher shall not be laid off if such layoff would lower the percentage of racial minority staff existing prior to the anticipated layoff. It is the mutual intent of the parties to this Agreement to maintain a racial balance no less than the highest percentage of racial minority teachers existing prior to the anticipated layoff. This provision shall supersede the layoff procedures enumerated above under these conditions, however, this Section shall be carried out so as not to conflict with the provisions of the Michigan Teacher Tenure Act.

### **ARTICLE XII - SICK LEAVE**

#### **SECTION A: GENERAL SICK LEAVE PROVISIONS.**

The provisions hereinafter provided shall be automatically temporarily suspended any time ten percent (10%) or more members of the teachers report in sick coincidentally with a labor dispute

involving Benton Harbor teachers. Teachers whose illness precedes the dispute will not be affected.

#### **SECTION B: SICK LEAVE CREDITS.**

At the beginning of employment, each regular full-time teacher shall be pre-credited with sick leave days on the basis of one (1) day per month to a maximum of ten (10) days per year, which shall be cumulative from year to year.

#### **SECTION C: SICK LEAVE STATEMENT.**

The Board shall furnish each teacher with a written statement by October 1 of each year setting forth his/her total accumulative sick leave credit.

#### **SECTION D: UTILIZING SICK LEAVE CREDITS.**

Teachers who have accumulated sick leave credits may utilize sick leave for personal illness, disability or quarantine, and as otherwise provided in this Article. In the event the teacher has exhausted all sick leave credits and a medical doctor certifies that it is necessary for said teacher's personal health to continue off duty, said teacher shall apply for a leave of absence without pay or fringe benefits for the duration of the illness or temporary disability but in no event will sick leave extend beyond one (1) calendar year.

Qualified employees shall be eligible for paid sick leave in increments of not less than one-half (1/2) day from and to the extent of their unused accumulated sick leave credits in the following situations:

- (1) When an employee's absence from work is due to the employee's non-duty incurred illness or injury provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or controlled substance, unless the employee has committed one's self to a recognized and medically accepted cure program, or was not attributable to causes occurring while performing work for which the employee is paid by someone other than the Board.
- (2) When an employee's spouse, child, or parent becomes ill, or is accidentally injured, the employee shall be entitled to five (5) days of accumulated sick leave credits when it is necessary for said employee to be absent.
- (3) A father, upon the birth of his child, may use up to three (3) sick leave credits when it is necessary that he be absent from work for the purpose of caring for his other children.
- (4) Evening Parent-Teacher conferences shall be considered as one-half (1/2) day for the purpose of utilizing sick leave credit. Further, the one-half (1/2) compensatory time day shall be considered as one-half (1/2) day for the purpose of utilizing sick leave credit.
- (5) An eligible employee may on a once-a-year basis elect to convert up to a maximum of ten (10) sick leave days into a year-end merit payment at the rate of \$35 per day. To be eligible for such merit payment, an employee must maintain a balance of at least sixty

- (5) (60) accrued sick leave days in his/her account after the conversion of the sick days. Requests for merit payments shall be given to the Employer in writing and be signed by the employee no later than December 1 each calendar year. Payment of the merit payment shall be made during December.

#### **SECTION E: SECURING A SUBSTITUTE.**

In the event a teacher is going to be unavailable for work, the teacher shall call a telephone number established by the Board or its designee for each building as early as possible during reasonable notification periods, but not later than as directed prior to the teacher's established reporting time. Once a teacher has reported as being unavailable for work, it shall be the responsibility of the Administration to arrange for a substitute teacher. In the case of itinerant teachers who are assigned to more than one (1) building, it shall be the responsibility of the teacher to inform appropriate personnel in the building(s) where the itinerant teacher is assigned. Classroom teachers in the affected buildings shall be advised of the absence of any itinerant teacher so they may plan accordingly. It shall be the responsibility of the teacher to call the school before the close of the student's school day, the day preceding the intended date of return in order that the substitute can be released. The failure of a teacher to timely notify the Board of unavailability for work so that a substitute may be obtained or the release of the substitute shall result in the regular teacher losing a day's pay. Teachers are not to employ substitute teachers directly under any circumstances. If a teacher becomes ill during regular school hours, the teacher shall promptly notify the building principal so that other arrangements may be made to cover the teacher's responsibilities.

#### **SECTION F: DOCTOR'S CERTIFICATION.**

The principal or appropriate administrator may require a medical doctor's statement to support the necessity of more than three (3) separate sick leave absences per year and/or to certify that the teacher is physically and/or mentally fit to return to duty at the conclusion of such illness or disability.

### **ARTICLE XIII - OTHER LEAVES OF ABSENCE**

#### **SECTION A: TEACHER PERSONAL LEAVE DAYS.**

At the beginning of each school year, each full-time teacher will be credited with two (2) paid personal leave days per year. Personal leave days are entirely separate from sick leave and may be used at any time provided the following requirements are met:

- (1) The teacher has completed six (6) months of continuous service with the District.
- (2) The request for time off is submitted, in writing on a form provided by the Board, to the building principal/supervisor who shall forward it to the Assistant Superintendent for Personnel for his/her approval. At the time the request is submitted, the teacher shall inform the building principal/supervisor of the requested day(s) off. The request must be filed in advance of the desired time off so that it reaches the Assistant Superintendent for

Personnel at least five (5) school days before the intended date of absence in order for the request to receive consideration, and if approved, the necessary arrangements can be made. Permission for such leave will not be unreasonably withheld. Emergency requests will be given consideration, and if approved, they will be granted as soon as possible. "Personal Leave" shall be sufficient reason for such requests.

- (3) Except in emergency situations as determined by the Superintendent, such personal leave will not be permitted on the last school day prior to, or the first school day following a recess period, or during parent conference days, or student record days. Personal leave days shall be available for the practice of individual religious preferences. In addition, teachers may take days without pay, as needed to fulfill these obligations.
- (4) Unused personal leave days shall be added to the teacher's accumulated sick leave.

#### **SECTION B: FUNERAL LEAVE.**

A teacher shall be paid his/her salary for each day necessarily lost for each death in the immediate family, not to exceed three (3) days, to enable the teacher to make arrangements for and attend the funeral. When travel, distance, or other circumstances warrant, additional days of absence may be allowed without pay, or may be deducted from an employee's personal leave or sick leave days. If there is no personal or sick leave credit available, a salary deduction will be made on a pro-rated contractual daily salary basis. Immediate family is interpreted to include spouse, child, parent, foster parent, grandchild, grandparent, brother, sister, father-in-law, mother-in-law, brother and sister-in-law, son and daughter-in-law, stepchild, step-parent, and any other person for whose financial or physical care the teacher is solely responsible.

#### **SECTION C: OTHER FUNERAL LEAVES.**

In the event of the death of a student or colleague employed by the District the Board agrees to allow teacher representation at the funeral as determined by the Superintendent or designee.

#### **SECTION D: JURY/WITNESS DUTY.**

A teacher called for jury duty or to give testimony before any judicial or governmental tribunal shall be compensated for the difference between the teacher's pay and the pay received from the performance of such obligation, with the exception of cases involving legal action brought against the Board by the Association or any member thereof. If a teacher is released from jury/witness duty in ample time to report to the assigned work station one (1) hour or more before the end of the teacher's work day, said teacher shall so report in order to receive pay therefore. Any witness, jury or subpoena fee, excluding mileage or meal reimbursement, received by the teacher shall be deducted from said compensation. A grievant and the grievance chairperson who are called to testify during working hours at any arbitration hearing shall be paid his/her full compensation for such time.

#### **SECTION E: UNPAID LEAVE.**

Teachers may request up to five (5) days of leave without pay. Such leave may be granted by the Superintendent.



## **SECTION F: LEAVES IN CONJUNCTION WITH RECESS PERIOD.**

Leaves of absence will not be granted for the extension of school recess periods, except in cases of dire necessity, as determined by the Superintendent or designee. The Association agrees that absences for such purpose are a violation of this contract and are cause for withholding and deducting the teacher's salary at the teacher's daily rate of pay.

## **SECTION G: DISABILITY LEAVE.**

In the event a teacher becomes temporarily disabled, the teacher may use accumulated sick leave days. Upon expiration of all such sick leave, or at any time during the disability, the teacher shall be granted a disability leave of absence without pay or Board paid fringe benefits for a period not to exceed one (1) calendar year providing certification from a medical doctor supports the necessity for such leave.

Should a teacher be able to reasonably anticipate the need for a temporary disability leave because of illness, injury, or pregnancy, such teacher shall notify the Assistant Superintendent for Human Resources/Labor Relations one (1) month prior to the anticipated beginning of the disability leave of absence. Said teacher shall be granted a temporary disability leave of absence without pay or Board paid fringe benefits for a period of up to one (1) calendar year, unless the teacher desires to return to work earlier, in which event the teacher shall:

- (1) Submit in writing notice of intent to return to work to the Assistant Superintendent for Human Resources/Labor Relations one (1) month prior to the expected date of return; and,
- (2) Provide a certificate from a medical doctor attesting to the fact that the teacher's physical condition is such that said teacher is able to return to work to an assignment for which he/she is qualified and certificated.

In the event the work and/or attendance of a teacher is adversely affected due to a disabling condition prior to the teacher's voluntary taking a leave of absence, the teacher shall be required to take an involuntary disability leave of absence should the Board's medical doctor substantiate the need for such involuntary leave. In the event a teacher fails to return to work upon the expiration of a disability leave, the teacher shall be terminated and forfeit any further rights the teacher may have had under this Agreement or individual contract. Teachers who desire to continue their health insurance while on a disability leave may do so at their own expense, subject to the conditions and terms of the insurance carrier. Upon return from disability leave not exceeding one (1) semester's duration, the teacher shall be assured reinstatement to the same teaching position, so long as said reinstatement does not conflict with the provisions of Articles X and XI of this Agreement. During any such voluntary or involuntary disability leave, seniority shall accrue to the affected teacher.

Regular salary increment advancement shall accrue if such temporary disability leave of absence duration is ninety (90) teacher work days or less.

## **SECTION H: CHILD CARE LEAVE.**

A tenure teacher may be granted a child care leave, up to one (1) year, without pay or Board paid fringe benefits. No salary increment shall occur during said leave.

## **SECTION I: FAMILY AND MEDICAL LEAVE ACT**

Pursuant to the Family and Medical Leave Act of 1993, as amended, an employee shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:

- (a) Birth, adoption, or foster care placement of an employee's child;
- (b) Serious health condition of an employees spouse, child, or parent;
- (c) The employee's own serious health condition.

The District shall provide the same group health care coverage during the employee's leave, up to twelve (12) weeks per twelve (12) month period of time. The employee returning from a leave under this act shall be returned to his/her previous position or equivalent position.

To be eligible for a leave under this section, an employee must have been employed by the District for at least two semesters. An employee shall only be eligible for such leave once during any twelve (12) month period and all leave shall be granted only in accordance with the provisions of the federal law. An employee requesting leave under the Act must do so as soon as practical.

This Family and Medical Leave section is not intended to interfere with the use of any other leave provision within this Article.

## **SECTION J: MILITARY LEAVE.**

A teacher who enters the military service by draft or enlistment shall be granted a leave of absence without pay or Board paid fringe benefits for that purpose, and at the conclusion of such leave shall be reinstated in accordance with any Law or Act enacted by the Congress of the United States.

## **SECTION K: PROFESSIONAL IMPROVEMENT.**

The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization work on advanced degrees, or special studies related to their job duties, foreign travel related to their teaching field, and participation in community educational projects. Leaves for the above purposes may be granted on a case-by-case basis.

## **SECTION L: PROFESSIONAL GROWTH.**

A leave of absence without pay or Board paid fringe benefits may be granted to a tenure teacher upon written application and with Board approval for the following purposes:

- (1) Study related to the teacher's certificated field;
- (2) Study to meet eligibility requirements for a certificate other than that held by the teacher, except for people who do not hold a provisional certificate; and
- (3) Study, research, or special teaching assignment involving probable advantage to the School District. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period. The regular salary increment occurring during such period shall be allowed. Upon request, an additional year may be granted.

## **SECTION M: TEACHER DEVELOPMENT.**

A leave of absence without pay or Board paid fringe benefits for a period of up to one (1) year may be granted to any tenure teacher, upon written application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps as a full-time participant in such programs; or cultural travel or work program related to the teaching responsibilities, provided said teacher states the intention to return to the School District upon expiration of the leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as said teacher would have been had he/she taught in the District during such period. The regular salary increment occurring during such period shall be allowed. Upon request, an additional year may be granted.

## **SECTION N: SABBATICAL.**

A leave of absence with one-half (1/2) pay may be granted upon application, and with Board approval, under the following conditions:

- (1) Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university, or other educational institution or travel which will improve the teacher's ability to teach.
- (2) To qualify for such sabbatical leave, the teacher must hold a permanent, continuing, or life teaching certificate.
- (3) During such sabbatical leave, the teacher shall be considered to be an employee of said Board, shall have a contract, and may be paid insurance benefits and one-half of the teacher's full salary, provided, however, the Board shall not be held liable for death or injuries sustained by any teacher on sabbatical leave.

- (4) Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees' Retirement Board.
- (5) A teacher returning from sabbatical leave shall be restored to the same teaching position or one of like nature, seniority status and pay.
- (6) Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board may grant five (5) such leaves per year with one-half pay to the teacher. The regular salary increment occurring during such period shall be allowed.

#### **SECTION O: ASSOCIATION OFFICER(S).**

A leave of absence without pay or fringe benefits of up to one (1) year may be granted to any teacher, upon written application, for the purpose of serving as an officer or agent of the NEA, MEA, or the Benton Harbor Education Association. The teacher shall be returned to the first vacant teaching position for which he he/she is qualified and certificated.

#### **SECTION P: ADDITIONAL LEAVE.**

At the end of any unpaid leave, a teacher may request and may be granted an additional year's leave without pay and Board paid fringe benefits.

#### **SECTION Q: UNPAID LEAVE CONDITIONS.**

Any teacher on an unpaid leave of absence may continue his/her insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the Board, as permitted by the insurance carrier.

#### **SECTION R: SALARY ADVANCEMENT DURING LEAVE.**

No salary increment advancement shall be granted during an unpaid leave of absence except where otherwise specified in Sections K, L, and M of this Article, and he/she shall be returned to the first vacant position for which the teacher is qualified and certificated.

#### **SECTION S: MERITORIOUS LEAVE.**

The Board may grant a leave of absence without pay or Board paid fringe benefits of up to one (1) year to any teacher for meritorious reasons not otherwise provided within this Article. Meritorious leave will not be granted for the purpose of employment elsewhere. No salary increment shall occur during said leave.

#### **SECTION T: DISCIPLINARY ACTION.**

Willful violation of any of the provisions relating to a leave by any employee, or the willful making of a false report regarding any type of leave, shall subject the employee committing such violations, or making such false report, to disciplinary action by the Superintendent of Schools and may constitute cause for reprimand, suspension, and/or discharge.

- (4) Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees' Retirement Board.
- (5) A teacher returning from sabbatical leave shall be restored to the same teaching position or one of like nature, seniority status and pay.
- (6) Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board may grant five (5) such leaves per year with one-half pay to the teacher. The regular salary increment occurring during such period shall be allowed.

#### **SECTION O: ASSOCIATION OFFICER(S).**

A leave of absence without pay or fringe benefits of up to one (1) year may be granted to any teacher, upon written application, for the purpose of serving as an officer or agent of the NEA, MEA, or the Benton Harbor Education Association. The teacher shall be returned to the first vacant teaching position for which he he/she is qualified and certificated.

#### **SECTION P: ADDITIONAL LEAVE.**

At the end of any unpaid leave, a teacher may request and may be granted an additional year's leave without pay and Board paid fringe benefits.

#### **SECTION Q: UNPAID LEAVE CONDITIONS.**

Any teacher on an unpaid leave of absence may continue his/her insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the Board, as permitted by the insurance carrier.

#### **SECTION R: SALARY ADVANCEMENT DURING LEAVE.**

No salary increment advancement shall be granted during an unpaid leave of absence except where otherwise specified in Sections K, L, and M of this Article, and he/she shall be returned to the first vacant position for which the teacher is qualified and certificated.

#### **SECTION S: MERITORIOUS LEAVE.**

The Board may grant a leave of absence without pay or Board paid fringe benefits of up to one (1) year to any teacher for meritorious reasons not otherwise provided within this Article. Meritorious leave will not be granted for the purpose of employment elsewhere. No salary increment shall occur during said leave.

#### **SECTION T: DISCIPLINARY ACTION.**

Willful violation of any of the provisions relating to a leave by any employee, or the willful making of a false report regarding any type of leave, shall subject the employee committing such violations, or making such false report, to disciplinary action by the Superintendent of Schools and may constitute cause for reprimand, suspension, and/or discharge.

## **ARTICLE XIV - TEACHER EVALUATION AND COMPETENCY**

### **SECTION A: EVALUATION SYSTEM.**

Teachers will be evaluated in accordance with the Teacher Evaluation System as amended and the appropriate administrator(s) shall utilize the evaluation form as set forth in Appendix E.

### **SECTION B: GENERAL.**

Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in terms of the teacher's responsibilities according to the performance areas of the Teacher Evaluation System. All such performance areas shall have been previously approved by the Association. Teachers will be informed of the rating criterion by which they will be evaluated. The performance evaluation form is attached hereto and made a part hereof as Appendix E.

### **SECTION C: TEACHER EVALUATION.**

The performance of all probationary teachers shall be evaluated in writing once per semester during the school year in accordance with the Teacher Evaluation System. The performance of tenure teachers shall be evaluated once every three (3) years in accordance with the Teacher Evaluation System. Should a tenure teacher receive an evaluation indicating "needs improvement" or "unacceptable" in any of the performance areas, that teacher's evaluation period will continue into the second semester. In the event that subsequent evaluations indicate a continued deficiency, the teacher will be subject to evaluation during the next school year.

The performance of all probationary teachers shall, in addition to being evaluated in accordance with the provisions of the Evaluation Data Form, be evaluated according to the provisions of the Individualized Development Plan.

Said evaluations shall be conducted by the building principal, assistant principal, or another administrator as designated by the Superintendent or designee. All monitoring and observation shall be conducted openly and with the full knowledge of the teacher. Probationary teachers whose services are being terminated for performance will be notified sixty (60) days before the end of the school year with the Association receiving a copy of such notification. Tenure teachers whose services are being terminated shall be terminated in accordance with any applicable laws.

The District shall have the right to evaluate tenure teachers out of the regular evaluation cycle for just cause.

### **SECTION D: PURPOSE OF OBSERVATIONS.**

It shall be a major administrative responsibility to assist teachers to become oriented to the District and improve instruction through direct observation of the teacher's work and providing written summaries of those observations together with any recommendation the administrator may have for the teacher. In no event shall a formal observation for evaluation take place during the last week of school or on the day before or after a vacation period.

## **SECTION E: MENTOR TEACHER.**

A "mentor teacher" shall be assigned during the first three (3) years of a teacher's employment in classroom teaching. The District has a right to assign a mentor teacher to any individual on probationary status. The "mentor teacher" shall be voluntary and, insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the "mentor teacher" to assist and counsel the probationary teacher in acclimating him/her to the teaching profession. The "mentor teacher" shall not be involved in the evaluation of the probationary teacher.

A "mentor teacher" shall receive a stipend of five hundred (\$500.00) dollars per year.

A "mentor teacher" shall be defined in accordance with section 1526 of Act 335 of the Public Acts of 1994.

## **SECTION F: EVALUATION REVIEW.**

The evaluating administrator shall have five (5) days to conduct a post-observation conference subsequent to a formal classroom observation.

Upon completion of a teacher's written evaluation, a copy thereof shall be submitted to the teacher at the time of the personal conference or within ten (10) days thereafter; one copy is to be signed by the teacher indicating full knowledge of its content at the time of the conference, but not necessarily indicating agreement, and a copy is to be retained by the teacher. In the event the teacher believes that the evaluation was incomplete or unjust, the teacher shall put any objection in writing and submit them to the principal, a copy of which shall be attached to the evaluation report to be placed in the teacher's personnel file. Should the teacher desire an additional classroom visit, conference, and written evaluation, said teacher shall request this in writing within five (5) school days of the receipt of the written evaluation of the evaluator. The administration within five (5) working days shall provide the teacher with the names of two (2) administrators who are available to conduct such additional visit, conference, or evaluation. The teacher shall within five (5) working days select one of the two available administrators. Said evaluation shall take place within fifteen (15) working days from the date of the teacher's selection. Should a teacher be dissatisfied with either the original evaluation or the second evaluation, should one be requested, the matter may be submitted to the grievance process pursuant to Article XVII.

## **SECTION G: EVALUATOR RESPONSIBILITIES.**

If an evaluator believes a teacher is doing less than satisfactory work, the reasons therefore shall be set forth in specific terms and shall include an identification of the specific ways in which the teacher is to improve and indicate what assistance is to be given by the administrators and other staff members. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

## **ARTICLE XV - ACADEMIC FREEDOM**

### **SECTION A: RESPONSIBILITY FOR STUDENTS.**

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values and individual personality.

### **SECTION B: TEACHER RIGHTS.**

Academic freedom and the right to be treated with dignity and as a professional shall be guaranteed to all teachers. No special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility and to the laws of the United States and the State of Michigan.

### **SECTION C: POLITICAL/ORGANIZATIONAL ACTIVITIES.**

The Board shall not interfere with a teacher's right to join and/or participate in legal organizations and political parties or support causes or issues outside of the teacher's work day.

## **ARTICLE XVI - CONTRACTUAL COMMITTEES**

### **SECTION A: IMPLEMENTATION COMMITTEE.**

Representatives of the Board and the Association's bargaining committee agree to meet once each month during the term of this contract to discuss items of mutual concern for the good of the School District and to review the administration of this Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

Items for a given meeting shall be submitted in advance, where possible, by the Chairperson for the Association's Committee and the Chairperson for the Board's Committee.

The last Tuesday of each month, after regular school hours, should be reserved for these meetings.

### **SECTION B: CURRICULUM COUNCIL.**

The purpose of the Curriculum Council is to discuss, research, and make recommendations to the Superintendent or designee on curricula. The Curriculum Council will be formed during the month of September in each school year. The Council shall consist of three (3) elementary representatives, two (2) secondary representatives, one (1) of whom must be from the middle school level, two (2) or more administrators, and the Superintendent or designee. Teacher representatives will be appointed by the Association.



The Council shall meet at mutually convenient dates and times during the school year as determined by Council members. The information from the Council shall be disseminated to the building AR's and the building principals and other administrators and staff as applicable.

### **SECTION C: PROFESSIONAL DEVELOPMENT COMMITTEE**

Effective immediately, a joint committee composed of four (4) teachers appointed by the Association and four (4) administrators shall be established for the purpose of developing Professional Development Inservice Programs. The objectives of the committee will be to:

- a) Ascertain the needs of teachers;
- b) Analyze and assess the needs of teachers and prioritize the needs in terms of meeting those needs;
- c) Coordinate and monitor the scheduling of all professional development/inservice in the Benton Harbor Area Schools;
- d) Normally, all proposals for professional development must be presented to the committee at least 30 days prior to the planned activity;
- e) Provide a design and the necessary leadership for teacher Professional Development Inservice Education;
- f) Implement an inservice program to meet the prioritized needs of the teaching staff,
- g) Where appropriate provide a written evaluation of each inservice program to the Board of Education and the Association President; and
- h) Make recommendations to the Superintendent and the Board for implementation of the program as the committee determines will be most productive.

If, and when, professional development programs are scheduled by the Superintendent during the school year, teacher involvement will be encouraged to be part of the planning of said programs. The Association may request of the Superintendent a professional development day during the school year which she/he may schedule.

This committee shall meet on or about January 15 of each year of this Agreement for the purpose of making recommendations for the pre-school inservice program for teachers for the forthcoming school year.

The committee shall meet at 1 p.m. on the second Tuesday during the months of September through May inclusive, unless otherwise mutually agreed.

## **SECTION D: MUTUAL CONCERNS COMMITTEE**

The parties have established a Mutual Concerns Committee so as to ensure adequate and timely communication between the parties regarding the educational program and day-to-day implementation of District policies and procedures.

The parties shall establish a schedule of Mutual Concerns Committee meetings which shall take place at least two (2) times per month. The Association shall be represented by the MEA UNISERV Director, the Association President, and another Association member as selected by the Association. The District shall be represented by the Superintendent and two (2) administrators as designated by the Superintendent. Both the Association and the Administration shall submit to each other written lists of concerns that they desire to address in such meetings at least forty-eight (48) hours in advance. However, it is understood by both parties that issues of an emergency nature may also be addressed during such meetings.

## **ARTICLE XVII - PROFESSIONAL GRIEVANCE PROCEDURE**

### **SECTION A: GRIEVANCE DEFINED.**

A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement.

### **SECTION B: GROUP GRIEVANCE.**

If a grievance involves more than one (1) teacher and that group of teachers work under the supervision of a common principal/administrator, those teachers shall file any written grievance, at STEP ONE, with the common administrator, within ten (10) working days after the occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence. If the group of teachers has no common supervisory administrator, it shall file the written grievance, at STEP ONE, with the Assistant Superintendent for Human Resources/Labor Relations.

### **SECTION C: ASSOCIATION GRIEVANCE.**

If there exists a dispute which involves the Association as an entity itself, or one of contract maintenance, the Association President may file a written grievance, at STEP ONE, with the Assistant Superintendent for Human Resources/Labor Relations, within ten (10) working days after the occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence.

### **SECTION D: DEFINITION OF TEACHER.**

For the purposes of this Article, the word teacher shall refer to a single teacher or group of teachers who have filed a grievance.

## **SECTION E: GRIEVANCE PROCEDURE.**

In the event a teacher believes there is a basis for a grievance, the teacher is encouraged by both the Board and the Association to first discuss the alleged grievance with the building principal or appropriate administrator. The teacher shall be entitled to have an Association representative present during such discussion, and the principal shall be entitled to have present a member of the administrative staff.

It is understood and agreed that the processing of a grievance by a teacher and/or Association representative shall not interfere with any teacher duties and responsibilities. If, as a result of the discussion with the principal, or if no discussion is requested, a grievance still exists, the grievance shall be processed as follows:

**STEP ONE.** The grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the Section of the contract which allegedly has been violated, must be signed by the aggrieved teacher or the Grievance Chairperson and must be presented to the building principal/administrator concerned, the Assistant Superintendent for Human Resources/Labor Relations, the Association President, and the Chairperson of the Association grievance committee, within ten (10) working days after the occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence. The building principal/administrator shall meet with the grievant within ten (10) working days following receipt of the written grievance. The teacher shall be entitled to an Association representative and the building principal/administrator shall be entitled to representation by the Assistant Superintendent for Human Resources/Labor Relations or designee. The building principal/administrator shall issue a written answer to the grievance within ten (10) working days following the hearing and shall furnish a copy thereof to the aggrieved teacher, the Chairperson of the Association grievance committee, Association President, and Assistant Superintendent for Human Resources/Labor Relations.

**STEP TWO.** If the teacher desires to appeal the decision of the building principal/administrator, the teacher or Chairperson of the Association grievance committee shall notify, in writing, the Superintendent with a copy to the Assistant Superintendent for Human Resources, within ten (10) working days after receipt of the STEP ONE answer. If such appeal is made, the Superintendent or designee shall meet with the teacher, the Chairperson of the Association grievance committee, and a maximum of five (5) Association grievance committee members to attempt to resolve the grievance, within ten (10) working days after receipt of the teacher's notice of appeal to this step. A copy of the Superintendent's/designee's disposition of the grievance shall be furnished to the aggrieved teacher, Chairperson of the Association grievance committee, and the Association President, within ten (10) working days after such hearing. The teacher shall be entitled to present witnesses at the hearing at this level; however, any witnesses shall be sequestered while not personally testifying at the hearing.

**STEP THREE.** If, at this point, the grievance has not been satisfactorily resolved, either party hereto shall have the right to submit the grievance to the American Arbitration Association, in accordance with its Voluntary Arbitration Rules, then obtaining, providing such submission is made within ten (10) working days after receipt by the Association of the Superintendent's/designees's answer. If the grievance has not been submitted to arbitration

within said ten (10) working day period, it shall be considered as being withdrawn by the Association.

#### **SECTION F: ARBITRATION.**

The Arbitrator will have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board of Education and the Association.

#### **SECTION G: EXPEDITED ARBITRATION.**

The Association and the Board may mutually agree to process a grievance via the expedited grievance procedure according to the Expedited Labor Arbitration rules of the American Arbitration Association.

#### **SECTION H: REPRESENTATION.**

Any party of interest shall have the right to representation of his/her choice and at his/her own expense including legal counsel, at all levels of the grievance procedure, except that a teacher may not be represented by a representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

#### **SECTION I: GRIEVANCE HEARINGS.**

It is agreed by the parties hereto that grievances shall be processed during times which do not interfere with assigned duties. However, in the event it is mutually agreed by the aggrieved teacher, the Association, and the Superintendent to hold proceedings during regular working hours, a teacher participating in STEP ONE and STEP TWO of the grievance procedure, on his/her behalf, or on behalf of the Association, shall be released from assigned duties for the period necessary, without loss of salary. The building principal/appropriate administrator, who has supervisory responsibility over the grievant and is a party to the grievance, will be present at all level hearings. All grievance hearings shall be conducted during times which have been mutually agreed upon by the Association and the Administration. Notice of all grievance hearings shall be furnished to the teacher, grievance Chairperson and Association President.

#### **SECTION J: WORKING DAYS DEFINED.**

The use of "working days" in this Agreement shall be defined as those days on which the District's Administration Office is scheduled for work between Monday and Friday (both inclusive) excluding holidays recognized under this Agreement.

#### **SECTION K: TIME LIMITATIONS.**

The time limits at any level of the grievance procedure may be extended by mutual agreement. In the event a grievance is not appealed from one level to the next within the time limits specified,

the grievance shall be deemed to have been settled on the basis of the last answer thereto. In the event the Administrator does not meet or respond to an oral complaint or a grievance is not answered at any level of the grievance procedure within the specified time limit, the grievance may, at the discretion of the Association, be advanced to the next level. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

#### **SECTION L: GRIEVANCE CONTINUATION.**

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

#### **SECTION M: GRIEVANCE FILES.**

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

#### **SECTION N: GRIEVANCE REPRISALS.**

No reprisals of any kind will be taken by either party or by any member of the Administration against any party in interest, any school representative, any member of the Associations grievance committee, or any other participant in the grievance procedure by reason of such participation.

### **ARTICLE XVIII - CONTINUITY OF OPERATIONS**

#### **SECTION A: NO STRIKE PROVISION.**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association and/or its members accordingly shall not instigate, aid, and/or engage in a slowdown, strike, absenteeism, tardiness, or any concerted activity which adversely affects the operation of the School District. The Association acknowledges that the participation in such proscribed activity constitutes "just cause" for the discharge of any teacher so involved and such other legal action as the Board deems appropriate.

#### **SECTION B: INCLEMENT WEATHER.**

Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

In the event schools are closed due to inclement weather, the District shall utilize all inclement weather days as permitted by state statute so as to insure no loss of state aid if schools are closed.

Inclement weather make-up days shall be scheduled by mutual agreement between the Board and the Association.

**SECTION C: MECHANICAL FAILURE.**

In the event a school must be closed because of a mechanical failure and/or Act of God prior to or after the school is in session, and the students are sent home, teachers may be reassigned to another school building for the remainder of the day or until the school is deemed operable by the principal of the building.

**ARTICLE XIX - BOARD RIGHTS**

**SECTION A: MANAGEMENT'S RIGHTS.**

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

**SECTION B: COMPLIANCE WITH RULES AND REGULATIONS.**

Teachers are required to conform with reasonable rules, regulations, and directives adopted by the Board or its representatives which are not in conflict with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which poses an immediate threat to the teachers' health and safety.

Building rules and regulations affecting all staff members will be issued in writing.

**ARTICLE XX - ADULT EDUCATION AND SUMMER SCHOOL**

**SECTION A: ADULT EDUCATION - CLASSIFICATION OF STAFF.**

Adult Education teachers included in the bargaining unit under Article I shall be classified into one of the following two (2) employment categories based upon the number of assigned student contact hours per week.

Category 1	1- 18 student contact hours
Category 2	19-25 student contact hours

**SECTION B: ADULT EDUCATION, CATEGORY 2 TEACHERS.**

Adult Education teachers in Category 2 shall be entitled to those rights as specified in Section C of this Article, unless specifically provided for in this Section.

- (1) Article V, Section A - All Adult Education teachers working nineteen (19) hours or more shall be compensated pursuant to C(5)C of this Article. Additionally, they shall be paid their regular rate of pay for the following five (5) holidays: Good Friday, Labor Day, Memorial Day, and Thanksgiving (2 days).

- (2) Article V, Section J - Category 2 Adult Education teachers shall only be provided with MESSA health insurance at the single subscriber rate. The Board premiums for such health coverage shall be pro-rated according to the following schedule:

<u>HOURS TAUGHT</u>	<u>Percentage of Board-paid single subscriber premium contributions</u>
19 student contact hours	76% of B A. base
20 student contact hours	80% of B.A. base
21 student contact hours	84% of B A. base
22 student contact hours	88% of B A. base
23 student contact hours	92% of B.A. base
24 student contact hours	96% of B.A. base
25 student contact hours	100% of WA. base

(3) Article XII-SICK LEAVE

(a) Section A-Entire Section

(b) Section B-At the beginning of employment, each category 2 Adult Education teacher shall be pre-credited with sick leave days (pro rata) on the following basis:

19 - 22 student contact hours	five (5) days per year;
23 - 25 student contact hours	ten (10) days per year.

(c) Section C-Entire Section

(d) Section D-Entire Section

(e) Section E-Those Adult Education teachers teaching daytime classes shall notify the Director of Adult Education or designee of any unavailability for work not less than one (1) hour prior to that teacher's respective reporting time. For those Adult Education teachers teaching night classes, they shall notify the Director of Adult Education or designee not later than 4:00 p.m. on the day of the expected absence. Failure to do so shall subject the Adult Education teacher to the same penalties as a regular full-time teacher.

(f) Section F-Entire Section

(4) Article XIII - OTHER LEAVES OF ABSENCE

(a) Section A-At the beginning of each school year, each category 2 Adult Education teacher will be credited with paid business leave on the following basis:

19 - 22 student contact hours	one (1) day per year;
23 - 25 student contact hours	two (2) days per year.

Business leave days are entirely separate from sick leave and may be used at any time provided the following requirements are met:

- 1) The teacher has completed six (6) months of continuous service with the District.
- 2) The request for time off is submitted, in writing on a form provided by the Board, to the building principal who shall forward it to the Assistant Superintendent for Human Resources/Labor Relations for his/her approval. At the time the request is submitted, the teacher shall inform the building principal of the requested day(s) off. The request must state the reason why the leave is necessary, and must be filed in advance of the desired time off so that it reaches the Assistant Superintendent for Human Resources/Labor Relations at least five (5) school days before the intended date of absence in order for the request to receive consideration, and if approved, it will be granted as soon as possible.
- 3) A business leave may be taken only when a dire business necessity arises and it is imperative that the teacher's presence is required away from the school property, and such business matters cannot be arranged outside the teacher's normal school day. Except in emergency situations as determined by the Superintendent, such business leave will not be permitted on the last school day prior to, or the first school day following a recess period, or during parent conference days, or student record days. Business leave days shall be available for the practice of individual religious preferences. In addition, teachers may take days without pay, as needed to fulfill these obligations.

(b) Sections D, E, F, H, I, J, K, L, M, N, O, P, Q, R and S-Entire Sections

### **SECTION C: ADULT EDUCATION-CATEGORY I TEACHERS.**

Adult Education teachers in Category I shall be entitled to only those rights which are specified below:

- (1) Article I - Entire Article
- (2) Article II - Entire Article
- (3) Article III - Entire Article
- (4) Article IV - Entire Article (except Section H)
- (5) Article V -
  - (a) Section J - The Board will not provide health insurance; however, these employees may pay to the Board the amount of money equal to the group rate premium and have access to health insurance.



- (b) Sections P, Q, R and V - Entire Sections
  - (c) Section U - Rate of Pay. Degreed and certificated teachers and non-degreed and certificated teachers shall be compensated at the rate of .001 of the BA. base:  
  
Non-certificated teachers shall receive:  
  
1997-98 \$10.00 per hour
  - (d) In the event the District should hire part-time employability skills instructors or facilitators for the program, such instructors shall be remunerated at the rate of twelve dollars (\$12.00) per hour.
- (6) Article VI –
- (a) Section A -Teacher's Work Day. Adult Education teachers shall report fifteen (15) minutes prior to their assigned teaching times.
  - (b) Section E - Break Time. Adult Education teachers shall be allowed a fifteen (15) minute relief period at or near the midpoint of the class.
  - (c) Section F - Teacher Planning/Preparation Period. Adult Education teachers shall be provided fifteen (15) minutes paid planning/preparation time per class prior to their respective reporting time for teaching duties.
  - (d) Section K - Faculty Meetings. For Adult Education teachers there will be no regularly scheduled faculty meetings; however, the employer reserves the right to schedule faculty meetings as the need arises, provided all teachers whose attendance is required and who in fact attend such faculty meetings shall be paid at their hourly rate of pay as specified in Article XX, Section (5)(c).
  - (e) Section L - Teacher Meetings with Parents and Students. If Adult Education teachers are required to meet with parents or students at times other than their regularly scheduled work times, they shall be compensated at their hourly rate for such additional time spent.
  - (f) Section N - Entire Section.
  - (g) Section O - Teacher Record Days. There shall be one teacher record hour, on site, for Adult Education teachers, per course, per semester, and they shall be paid their respective hourly rate of pay. Said record hour shall be scheduled on the last scheduled class day, or the next to the last scheduled class day, each semester.
  - (h) Section P - New Teacher Orientation. The Director of Adult Education may, for newly-hired Adult Education teachers, conduct one paid meeting per semester.
- (7) Article VII –

- (a) Section A - All except (6) and (7).
  - (b) Sections B, C, and D - Entire Sections
  - (c) Section E – Student-Teacher Ratio. Adult Education class maximum size shall be thirty-two (32) students; minimum class size shall be ten (10) students, except where the administration elects to continue the class below said minimum.
  - (d) Section H - Lesson Plans and Records. In addition, weekly lesson plans for Adult Education teachers shall be submitted to the Director of Adult Education one week in advance for his/her verification.
  - (e) Sections J, K, L, P, Q, R and S - Entire Sections
- (8) Article VIII - Entire Article
  - (9) Article IX - Entire Article
  - (10) Article X - Entire Article
- (a) Section C - Assignments for Next School Year. Notification of assignments for Adult Education teachers shall be given no later than five (5) calendar days prior to the first scheduled Adult Education class.
  - (b) All remaining Sections in Article - Entire Sections
- (11) Article XI - Entire Article
  - (12) Article XII –
    - (a) Adult Education teachers shall not be entitled to paid sick leave.
    - (b) Those Adult Education teachers teaching daytime classes shall notify the Director of Adult Education or designee of any unavailability for work not less than one (1) hour prior to that teacher's respective reporting time. For those Adult Education teachers teaching night classes, they shall notify the Director of Adult Education or designee not later than 4:00 p.m. on the day of the expected absence. Failure to do so shall subject the Adult Education teacher to the same penalties as a regular full-time teacher.
    - (c) Section G - Entire Section
  - (13) Article XIII - Section A - limited to four (4) hours at the teacher's hourly rate, and only for those Adult Education teachers not otherwise entitled to teacher business leave. Sections D, E, F, H, I, J, K, L, M, N, O, P, Q, R, and S -Entire Sections
  - (14) Article XIV
    - (a) Section A - Entire Section

- (b) Section B - General. Adult Education teachers' initial conferences shall be conducted at or before mid-October.
- (c) Sections C, D, F, and G - Entire Sections
- (15) Article XV -Entire Article
- (16) Article XVI - Entire Article
- (17) Article XVII - Entire Article
- (18) Article XVIII
  - (a) Section A - Entire Section
  - (b) Section B - Inclement Weather. Adult Education teachers shall not be paid in the event of such closing.
  - (c) Section C - Mechanical Failure. Adult Education teachers shall not be paid in the event of such closing and dismissal.
- (19) Article XIX - Entire Article
- (20) Article XXI - Entire Article
- (21) Article XXII - Entire Article
- (22) School Calendar. The school year calendar for Adult Education will be posted with the announcement of the job vacancies for that school year.

**SECTION D: SUMMER SCHOOL.**

Summer School teachers included in the bargaining unit under Article I shall be entitled only those rights under this Agreement which are specified below:

- (1) Article I - Entire Article
- (2) Article II - Entire Article
- (3) Article III - Entire Article
- (4) Article IV - Entire Article (except Section H)
- (5) Article V
  - (a) Section J - The Board will not provide health insurance for Summer School teachers; however, these employees may pay to the Board the amount of money equal to the group rate premium and have access to health insurance.

- (b) Sections P, Q, R, and V - Entire Sections
  - (c) Section U - Rate of Pay. Degreed and certificated teachers and non-degreed and certificated teachers shall be compensated at the rate of .001 of the B.A. base. Non-certificated teachers shall receive: 1994-95 \$ 10.00 per hour.
- (6) Article VI –
- (a) Section A - Teachers Work Day, The regular work day for Summer School shall be determined by available funding and the number of students enrolled.
  - (b) Section E - Break Time. Elementary Summer School teachers shall be allowed a fifteen (15) minute relief period at or near the mid-point of the morning. High school Summer School teachers shall be allowed a fifteen (15) minute relief period at or near the midpoint of the morning, if they teach two (2) classes.
  - (c) Section F - Teacher Planning/Preparation Period. Elementary Summer School teachers shall be provided fifteen (15) minutes aid planning preparation time per day during the four (4) hours, but before the start of the student day. High school Summer School teachers shall be provided fifteen (15) minutes of planning/preparation time per class, at the end of the instructional day.
  - (d) Section K - Faculty Meetings. For Summer School teachers there will be no regularly scheduled faculty meetings; however, the employer reserves the right to schedule faculty meetings as the need arises, provided all teachers whose attendance is required and who in fact attend such faculty meetings shall be paid at their hourly rate of pay as specified in Article XX, Section (5)(c).
  - (e) Section L - Teacher Meetings With Parents and Students. If Summer School teachers are required to meet with parents or students at times other than their regularly scheduled work times, they shall be compensated at their hourly rate for such additional time spent.
  - (f) Section N - Entire Section
  - (g) Section O - Teacher Record Days. There shall be one teacher record hour, on site, for Summer School teachers, per course, per semester, and they shall be paid their respective hourly rate of pay. Said record hour shall be scheduled on the last scheduled class day, or the next to the last scheduled class day, each semester.
  - (h) Section P - New Teacher Orientation. The administration may, for newly hired Summer School teachers, conduct one paid meeting per summer session.
- (7) Article VII –
- (a) Section A - All except (6) and (7).
  - (b) Sections B, C, and D - Entire Sections.

- (c) Section E - Student-Teacher Ratio. Summer School class size shall be ten (10) students, except where the administration elects to continue the class below said minimum.
- (d) Section H - Lesson Plans and Records. In addition, weekly lesson plans for Summer School teachers shall be submitted to the appropriate administrator one week in advance for his/her verification.
- (e) Sections J, K, L, P, Q, R, and S - Entire Sections
- (8) Article VIII - Entire Article
- (9) Article IX - Entire Article
- (10) Article X
  - (a) Section C - Assignments for next school year. Notification of assignments for Summer School teachers shall be given no later than five (5) calendar days prior to the first scheduled class.
  - (b) All remaining Sections in Article - Entire Sections
- (11) Article XI - Entire Article
- (12) Article XII
  - (a) Summer School teachers shall not be entitled to sick leave.
  - (b) Section F - Entire Section
  - (c) Section G - Entire Section
- (13) Article XIII - Sections D, E, F, H, I, J, K, L, M, N, O, P, Q, R, and S - Entire Sections
- (14) Article XIV
  - (a) Section A - Entire Section
  - (b) Section B - General. Should the administration evaluate Summer School teachers, it shall be done in accordance with the general provisions of the Teacher Evaluation System (TES), with the timelines mutually agreed upon by the Board and the Association.
  - (c) Sections C, D, F, and G- Entire Sections
- (15) Article XV -Entire Article
- (16) Article XVI -Entire Article

- (17) Article XVII - Entire Article
- (18) Article XVIII
  - (a) Section A - Entire Section
  - (b) Section B - Inclement Weather. Summer School teachers shall not be paid in the event of such closing.
  - (c) Section C - Mechanical Failure. Summer School teachers shall not be paid in the event of such closing and dismissal.
- (19) Article XIX -Entire Article
- (20) Article XXI - Entire Article
- (21) Article XXII - Entire Article
- (22) School Calendar. The school year calendar for Summer School will be posted with the announcement of job vacancies for the school year.

#### **ARTICLE XXI - ALCOHOL AND DRUG POLICY**

In an effort to improve safety and health, including elimination of the presence and influence of illegal substances and alcohol from the workplace, all bargaining unit members who possess alcohol or drugs on the job site, except for medication prescribed by the employee's physician or over the counter medication, and employees under the influence of alcohol and/or drugs during working hours shall be subject to disciplinary action, up to and including discharge, in accordance with the rules and regulations as established by the Employer.

All bargaining unit members shall be subject to ongoing drug and alcohol screening tests. These chemical tests may be at random or may be implemented individually based upon the Employer's reasonable suspicion that an employee is under the influence of drugs and/or alcohol during working hours. All random testing shall be done on a designated group or on a bargaining unit wide basis. All drug and/or alcohol screening tests shall be conducted by a physician or health care professional. Such testing shall be in accordance with accepted standards of conduct within the medical industry. In the event a preliminary test is positive for the presence of drugs and/or alcohol, a confirming test by an alternating scientific method shall be conducted. In the event the confirming test is positive, or in the event an employee refuses to submit to the drug and/or alcohol screening test, the following disciplinary action shall result:

- (a) An employee who tests positive on the drug and/or alcohol screening tests, shall, on the first occurrence, be offered the opportunity to enter a rehabilitation or counseling program. The Employer shall compile a list of acceptable rehabilitation and counseling programs. The program selected, which shall be a bonafide rehabilitation or counseling program, shall be done by the individual employee and his/her counselor/physician. The cost of such program may be offset by the appropriate insurance program. If the employee enters and

successfully completes such a program, his/her employment status shall not be affected and he/she shall be returned to a vacant position for which he/she is qualified.

- (b) An employee who tests positive on the drug and/or alcohol screening test, shall, on the second offense, be discharged from employment with the Benton Harbor Area Schools. Provided however, the Board of Education shall retain the right to impose a lesser form of discipline, if in its sole judgment, such action is warranted.
- (c) An employee who refuses to submit to a drug and/or alcohol screening test when requested by the Employer, or who fails to successfully complete a rehabilitation or counseling program begun under this policy, shall be discharged from employment with the Benton Harbor Area Schools.
- (d) All testing shall be done privately. Testing shall be done, if applicable, during the individual's normal work hours. All testing shall be conducted in the absence of students. The results of the test shall remain confidential and shall be provided to the individual(s) involved.
- (e) The parties agree that it is the intent of the District to have a unified drug/alcohol testing policy for all employees. Therefore, in the event a drug/alcohol testing policy is negotiated with another bargaining unit which is not in conformity with this Section, the Union may request to re-open negotiations concerning this Section.

## **ARTICLE XXII - MISCELLANEOUS**

### **SECTION A: SUPPLEMENTAL AGREEMENTS.**

This Agreement incorporates the entire understanding of the parties on all issues which are or could have been the subject of negotiations and shall constitute the full and complete commitments between both parties. During the term of this Agreement, the parties may mutually agree to enter into supplemental agreements which must be reduced to writing and signed by the parties hereto to be valid.

### **SECTION B: INCONSISTENT TERMS.**

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

### **SECTION C: SAVINGS CLAUSE.**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

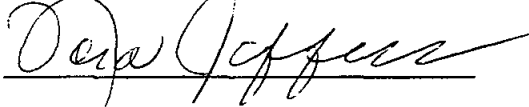
**SECTION D: RENEGOTIATING MASTER AGREEMENT.**

Sixty (60) days prior to the expiration of this Agreement, or at such other time as may be established by law, either party may initiate negotiations over a successor Agreement. Such negotiations will include but not be limited to, the subject covered by this Agreement. Any Agreement so negotiated will apply to all bargaining unit personnel and will be reduced to writing and signed by the Board and the Association.

**ARTICLE XXIII - DURATION**

THIS AGREEMENT supersedes all previous agreements between the parties and shall become effective as of the 1<sup>st</sup> day of August, 2004, and shall remain in effect until 12:01 am, of the 1<sup>st</sup> day of August, 2007, unless the parties hereto mutually agree, prior to that date, that this Agreement shall be extended for a then specified term.

BENTON HARBOR AREA SCHOOLS



\_\_\_\_\_

BENTON HARBOR EDUCATION  
ASSOCIATION

\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_



**ADDENDUM**

**TO**

**THE LABOR AGREEMENT**

**BETWEEN**

**BENTON HARBOR AREA SCHOOLS**

**AND**

**BENTON HARBOR EDUCATION ASSOCIATION  
MEA/NEA**

**2004-2007**

## **LETTER OF UNDERSTANDING**

This Letter of Understanding is entered into by and between the Benton Harbor Education Association/MEA/NEA and the Benton Harbor Area Schools Board of Education whereby the parties agree that due to the uncertainties surrounding student enrollment as a result of Schools-of-Choice and Charter Schools, deviations from the class enrollment standards may be required for a period of time. Teachers assigned students beyond the applicable maximum class size, pursuant to Article VII, Section E, of the Master Labor Agreement shall be compensated at \$80.00 (eighty dollars) per day for each day the maximum is exceeded.

This Letter of Understanding is entered into this 5<sup>th</sup> day of August, 1999.

For the Benton Harbor Education  
Association:

For the Board of Education:

## LETTER OF UNDERSTANDING

The Board and the Association share a common interest in seeing that all of the members of the teaching staff who must obtain "highly qualified" status under the No Child Left Behind Act of 2001 ("the NCLBA") do so. In order to aid teachers in obtaining "highly qualified" status in the subject(s) the teacher is assigned to teach, the Board shall make available three-fourths (3/4) of five percent (5%) of the Title I funds that it is required to set aside to be used for reimbursement by teachers for expenditures in the following ways:

1. Reimbursement for the full tuition cost per credit hour for up to twelve (12) hours of course work per school year (July 1 — June 30) which will lead to satisfying the requirements for becoming "highly qualified" under the NCLBA. In order to be eligible for reimbursement:
  - (a) The teacher must receive a grade of B or higher for graduate courses or C or higher for undergraduate courses.
  - (b) The teacher must apply in writing not more than 45 days after completion of the course. A copy of the receipt for tuition and the transcript showing successful completion or a letter from the instructor certifying successful completion must accompany the application.
2. Reimbursement for the application fee for taking the Michigan Test for Teacher Certification subject area exam in the subject(s) the teacher is assigned to teach. The Board's obligation to provide reimbursement is limited to the initial time the teacher takes any particular test and if necessary the time the teacher actually obtains a passing score on the test.

By \_\_\_\_\_  
Nora Jefferson, Assistant Superintendent  
for Human Resources/Labor Relations

By \_\_\_\_\_  
Its President  
Benton Harbor Education Association/  
MEA/NEA

**LETTER OF AGREEMENT**

**BETWEEN  
BENTON HARBOR AREA SCHOOLS  
AND  
BENTON HARBOR EDUCATION ASSOCIATION/MEA/NEA**

The parties agree to the following:

1. The Administration has presented a proposed policy on harassment of staff or applicants to the Board of Education ("the Board") and will follow through on the processing of that proposed policy by the Board.
2. The Board is committed to continue working toward increasing the amount of elementary planning time from the contract level (Article VI, Section E.2) and to provide equity amongst the elementary teaching staff members on planning time.
3. The parties agree that issues concerning paperwork are a proper subject for the Mutual Concerns Committee (Article XVI, Section D).
4. The parties share a common interest in seeing that all members of the teaching staff who must obtain "highly qualified" status under the No Child Left Behind Act ("NCLBA") do so. To facilitate that goal, the Board agrees to allow teachers to satisfy any of the options for becoming "highly qualified" for his/her teaching assignment that are recognized and approved by both the United States Department of Education and the Michigan Department of Education.
5. The Board's proposal dated July 14, 2003 on Article XI — Reduction of Personnel (a copy is attached), has been tentatively agreed to by the parties and will be included as part of their agreement for the 2003/2004 school year.
6. All provisions of the 2001-2003 Agreement between the parties which are not affected by the terms of this Letter of Agreement or the prior Letter of Agreement entered by the parties shall be included in the agreement for the 2003/2004 school year.

**BENTON HARBOR AREA SCHOOLS**

Dated: December 19, 2003

By \_\_\_\_\_

**BENTON HARBOR EDUCATION  
ASSOCIATION MEA/NEA**

Dated: December 19, 2003

By \_\_\_\_\_

**Benton Harbor Area Schools  
TEACHER SALARY SCHEDULE  
2005-2006**

**1st Semester - 1%**

Step	BA		BA+20		MA		MA+15		EdD, PhD, EdS	
0	1.00	30425	1.04	31642	1.08	32859	1.12	34076	1.16	35293
1	1.06	32250	1.10	33467	1.14	34684	1.18	35901	1.22	37119
2	1.12	34076	1.16	35293	1.20	36510	1.24	37728	1.28	38945
3	1.18	35901	1.22	37119	1.26	38336	1.30	39553	1.34	40770
4	1.24	37728	1.28	38945	1.32	40162	1.36	41379	1.40	42596
5	1.30	39553	1.34	40770	1.38	41987	1.42	43204	1.46	44421
6	1.36	41379	1.40	42596	1.44	43813	1.48	45030	1.52	46246
7	1.42	43204	1.46	44421	1.50	45638	1.54	46855	1.58	48072
8	1.48	45030	1.52	46246	1.56	47463	1.60	48680	1.64	49897
9	1.54	46855	1.58	48072	1.62	49289	1.66	50506	1.70	51723
10	1.60	48680	1.64	49897	1.68	51114	1.72	52331	1.76	53548
11					1.74	52940	1.78	54157	1.82	55374
12					1.80	54765	1.84	55982	1.88	57199

**2nd Semester - 1%**

Step	BA		BA+20		MA		MA+15		EdD, PhD, EdS	
0	1.00	30729	1.04	31959	1.08	33188	1.12	34417	1.16	35646
1	1.06	32573	1.10	33802	1.14	35031	1.18	36260	1.22	37490
2	1.12	34417	1.16	35646	1.20	36876	1.24	38105	1.28	39334
3	1.18	36260	1.22	37490	1.26	38719	1.30	39948	1.34	41177
4	1.24	38105	1.28	39334	1.32	40563	1.36	41792	1.40	43022
5	1.30	39948	1.34	41177	1.38	42407	1.42	43636	1.46	44865
6	1.36	41792	1.40	43022	1.44	44251	1.48	45480	1.52	46708
7	1.42	43636	1.46	44865	1.50	46094	1.54	47323	1.58	48553
8	1.48	45480	1.52	46708	1.56	47938	1.60	49167	1.64	50396
9	1.54	47323	1.58	48553	1.62	49782	1.66	51011	1.70	52240
10	1.60	49167	1.64	50396	1.68	51625	1.72	52854	1.76	54084
11					1.74	53470	1.78	54699	1.82	55928
12					1.80	55313	1.84	56542	1.88	57771

**Benton Harbor Area Schools  
TEACHER SALARY SCHEDULE  
2006-2007**

**1st Semester - 1%**

Step	BA		BA+20		MA		MA+15		EdD, PhD, EdS	
0	1.00	31037	1.04	32278	1.08	33520	1.12	34761	1.16	36003
1	1.06	32899	1.10	34140	1.14	35382	1.18	36623	1.22	37865
2	1.12	34761	1.16	36003	1.20	37244	1.24	38486	1.28	39727
3	1.18	36623	1.22	37865	1.26	39106	1.30	40348	1.34	41589
4	1.24	38486	1.28	39727	1.32	40969	1.36	42210	1.40	43452
5	1.30	40348	1.34	41589	1.38	42831	1.42	44072	1.46	45314
6	1.36	42210	1.40	43452	1.44	44693	1.48	45935	1.52	47175
7	1.42	44072	1.46	45314	1.50	46555	1.54	47797	1.58	49038
8	1.48	45935	1.52	47175	1.56	48417	1.60	49658	1.64	50900
9	1.54	47797	1.58	49038	1.62	50280	1.66	51521	1.70	52763
10	1.60	49658	1.64	50900	1.68	52141	1.72	53383	1.76	54624
11					1.74	54004	1.78	55246	1.82	56487
12					1.80	55866	1.84	57108	1.88	58349

**2nd Semester - 1%**

Step	BA		BA+20		MA		MA+15		EdD, PhD, EdS	
0	1.00	31347	1.04	32601	1.08	33855	1.12	35109	1.16	36363
1	1.06	33228	1.10	34481	1.14	35735	1.18	36989	1.22	38243
2	1.12	35109	1.16	36363	1.20	37617	1.24	38871	1.28	40125
3	1.18	36989	1.22	38243	1.26	39497	1.30	40751	1.34	42005
4	1.24	38871	1.28	40125	1.32	41379	1.36	42633	1.40	43886
5	1.30	40751	1.34	42005	1.38	43259	1.42	44513	1.46	45767
6	1.36	42633	1.40	43886	1.44	45140	1.48	46394	1.52	47647
7	1.42	44513	1.46	45767	1.50	47021	1.54	48275	1.58	49529
8	1.48	46394	1.52	47647	1.56	48901	1.60	50155	1.64	51409
9	1.54	48275	1.58	49529	1.62	50783	1.66	52036	1.70	53290
10	1.60	50155	1.64	51409	1.68	52663	1.72	53917	1.76	55171
11					1.74	54544	1.78	55798	1.82	57052
12					1.80	56425	1.84	57679	1.88	58933

**APPENDIX B**

**EXTRA PAY - EXTRA DUTY**

The following extra pay for extra duty shall be paid to teachers who perform the below listed duties in addition to their regular salary. The figures listed below are percentages of the B.A.\* base. The years of experience represent experience inside or outside the District, experience which has been at the same level (i.e., varsity athletics). Outside experience may be granted to a maximum of five (5) years. Work schedules for all athletic extra duty shall be provided by the Director of Athletics. Extra duty pay shall be pro-rated in all cases of less than full performance of the work schedule.

(Percentage of B.A. base salary use the following table.)	Years of Experience			
	0-2	3-5	6-8	9-10
<b>ATHLETICS - HIGH SCHOOL</b>				
Football-Basketball				
Head Coach	18	19	20	21
Assistant Coaches	12	13	14	15
Baseball-Track				
Head Coach - Varsity	10	11	12	13
Varsity Assistant	6	7	8	9
Head Coach - Junior Varsity	6	7	8	9
Junior Varsity Assistant	5	6	7	8
Wrestling				
Head Coach	12	13	14	15
Junior Varsity	7	8	9	10
Golf Head Coach	6	7	8	9
Tennis Head Coach	6	7	8	9
Cross Country	6	7	8	9
Soccer				
Varsity	10	11	12	13
Junior Varsity	6	7	8	9
Softball				
Head Coach	10	11	12	13
Junior Varsity	6	7	8	9
Swimming	10	11	12	13
Volleyball				
Head Coach	10	11	12	13
Assistant Coach	6	7	8	9
Athletic Trainer (Per Semester)	12	13	14	15
Strength Coach (Including 8 week summer session)	24	26	28	30

**ATHLETICS - GRADES 7/8**

Athletic, Teacher Consultant (Per Semester)	6	7	8	9
Football - Eighth	5	6	7	8
Football - Seventh	5	6	7	8
Basketball-Eighth	5	6	7	8
Basketball-Seventh	5	6	7	8
Track-Eighth	5	6	7	8
Track-Seventh	5	6	7	8
Volleyball-Eighth	5	6	7	8
Volleyball-Seventh	5	6	7	8

**ATHLETICS - CHEERLEADERS**

<b>Cheerleader Advisor</b>				
High School	5	6	7	8
Grades 7/8	4	5	6	7

**OTHER - NON ATHLETIC**

<b>Guidance Coordinator - High School</b>	10	11	12	13
<b>Guidance Personnel</b>				
(Two extra weeks)	6	7	8	9
<b>Librarians (Two extra weeks)</b>	6	7	8	9
<b>Dramatic Advisor - High School</b>	6	7	8	9
<b>Yearbook Advisor - High School</b>	9	10	11	12
<b>Student Council Advisor</b>				
High School	5	6	7	8
Grades 7/8	4	5	6	7
<b>Instrumental Music</b>				
High School	12	13	14	15
Assistant	8	9	10	11
<b>Pom Pom Advisor</b>	5	6	7	8
<b>Co-Op Coordinators (Two extra weeks)</b>				
Distributive Education	6	7	8	9
Office Practice	6	7	8	9
Trade & Industry	6	7	8	9
<b>Vocal Music - High School</b>	11	12	13	14
<b>School Paper - High School</b>	6	7	8	9
<b>Debate - High School</b>	6	7	8	9
<b>JROTC Military Instructor</b>	14	15	16	17
<b>Driver Education (Per hour)</b>	.001	.001	.001	.001
<b>Extra Curricula Programs (Per hour)</b>	.001	.001	.001	.001
<b>All Other Extra Duty (Per hour)</b>	.001	.001	.001	.001

\* Employees who receive pay for extra duty shall be evaluated in writing by the administrator to whom they are responsible at the conclusion of the extra duty season or year, whichever is earlier. The employee may submit in writing any response desired which shall be attached to the evaluation and submitted to the Superintendent for a determination as to the disposition of the evaluation. No teacher shall become tenured in any extra duty assignment. No teacher shall report to any extra assignment unless notified by the Assistant Superintendent for Personnel & Evaluation.

Athletic salaries shall be paid to coaches at the end of their respective seasons. The Director of Athletics must approve the composite report of the athletic season just completed prior to the issuance of said check. Extra pay - extra duty programs may be canceled by the appropriate administrator due to lack of participants and/or District budgetary limitations. If an extra duty program is canceled while in progress, the affected teacher(s) shall be paid on a pro-rata basis.



## **APPENDIX C: BENTON HARBOR AREA SCHOOLS SCHOOL CALENDAR**

The number of student instruction days per school year will not exceed 180 and the number of teacher contact days per school year will not exceed 185 unless otherwise required by state, federal or local laws or regulation.

**APPENDIX D**  
**GRIEVANCE REPORT FORM**

Grievance No. \_\_\_\_\_

Benton Harbor Area Schools District

**GRIEVANCE REPORT**

Submit to Principal in Duplicate.

**Distribution of Form:**

1. Principal/Administrator
2. Assistant Superintendent  
Human Resources/Labor Relations
3. Association President
4. Association Grievance Chairperson
5. Teacher

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

**STEP I**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Contractual Violations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX E

### TEACHER EVALUATION SYSTEM December 1982

#### PHILOSOPHY AND PURPOSE

The primary goal of teacher evaluation must be the improvement and maintenance of instruction at all levels. The purpose of teacher evaluation is not only to find out whether an administrator or teacher is doing the job; it is also to find out what problems there are and how they can be resolved.

Evaluation should:

1. Be a positive experience.
2. Improve school climate.
3. Develop awareness of the responsibilities of all participants.
4. Open areas of constructive communication between teachers and administrators.
5. Build a bridge of trust between the evaluator and the evaluatee.
6. Emphasize the team approach to education.

It is recognized that evaluation is an important aspect of the educational process. Therefore, it must be given extremely high priority in terms of time for observation and consultation, fairness, and cooperation by all parties concerned.

#### ASSUMPTIONS

A human and effective system of personnel evaluation must have at its base certain assumptions about an individual's potential as a satisfied, productive worker. The teacher evaluation system must be built on a working relationship between individuals based on the following assumptions:

1. Respect for the worth and dignity of an individual makes that individual better able to respect the worth and dignity of others.
2. Participation in setting both personal and organizational goals increases motivation for achievement and produces greater satisfaction in the results.
3. Mutual participation in the total work situation and the evaluation process allows more imaginative and creative involvement by all participants.
4. Opportunity for recognition of work well done stimulates better performance and greater satisfaction.
5. Self-appraisal as an important element of the evaluation process contributes to improved performance.

#### GOALS

A primary goal of the teacher evaluation system is not to complete evaluation report but to help teachers improve their effectiveness. Important secondary goals are as follows:

1. To achieve the goals of the Benton Harbor Area Schools, individual schools and classrooms.
2. To produce good morale through just and equitable personnel practices and by developing greater self-acceptance.
3. To stimulate continuing improvement in teacher performance.
4. To increase communication and cooperation among teachers and other members of the profession, students, and the community.
5. To provide feedback which can be used:
  - a. to identify inservice needs of teachers;
  - b. to appraise the effectiveness or adequacy of human and material supports for teachers.

#### STANDARDS

The following standards will be followed in the evaluation process:

1. The education philosophy and objectives of the school system will be examined by the administration and put into functional terms and distributed to all teachers and administrators so as to provide guidance.
2. The administration will present, in writing at the beginning of the year, the information needed to provide a basis for mutual understanding, by the teacher and the administrator, of the expectations toward which the teacher will be working. These expectations will include an explanation and interpretation of the evaluative categories.
3. Criteria must be adjusted to recognize the situation created for each individual teacher.

## CLASSROOM OBSERVATIONS

Teachers being evaluated during the current school year will be observed in accordance with the established timelines and contractual provisions pursuant to evaluation. An observation(s) refers to the collection of data through classroom visitation(s). The intent of the observation(s) is to develop a data base for validating teacher performance.

It is agreed that:

1. This step is the recording of observable classroom behavior and other professional behaviors within the scope of the performance areas.
2. All observations will be conducted by an administrator.
3. Observations will be done openly and with full knowledge of the teacher pursuant to contractual provisions.

## POST-OBSERVATION CONFERENCES AND RECORDS

1. Each of the required classroom observations must be followed by a conference between the observer and the teacher.
2. The conference is an extension of the observation. Data on the observation is shared, corrected, clarified, or extended. The teacher may make additional comments for the records, especially in the area of self-appraisal. The teacher is encouraged to provide information and material evidence of his/her effectiveness. The teacher may invite colleagues to act as observers, and may submit the resulting data to the observer. The conferences may include data and discussion of the professional performance other than the observation within the scope of the eleven (11) criteria. Suggestions may be made for improving the performance, supports to be provided, and further observations to be made. Recognition of successful performance and growth should be given. Similarly, performance which the observer considers to be less than acceptable should be identified clearly.

## THE EVALUATION FORM

1. Completion of the evaluation form should produce no surprises for the teacher. The process insures this by providing for a minimum number of observations and conferences between the teacher and evaluator, and by requiring that the teacher sign all data placed in his/her file for evaluative purposes. The evaluation will be based on the data collected by and for the evaluator and the teacher throughout the period of employment since the previous evaluation.
2. The evaluation must be based on data collected during the current evaluation period. Data collected during previous evaluation period may indicate continuous performance of the same quality, but such data cannot be the basis for the current evaluation.
3. The Final Evaluation will include recommendations for inservice needs of staff and support needs of the staff.
4. The teacher and evaluator must sign the evaluation forms. The signature does not indicate agreement or disagreement, only full knowledge of the contents.

## NON-CLASSROOM STAFF

In those situations where staff does not work directly with students, the performance areas must be adjusted accordingly. Such adjustments should be made between the teacher and the immediate administrative supervisor to incorporate the requirements of the particular position. The evaluation of the following staff shall include a brief job description:

Staff Development Trainers  
Nurses  
Reading Consultants  
Math Consultants  
School Social Workers  
Librarians  
Counselors  
Preschool Visiting Teacher

Preschool Curriculum Assistant  
Speech Pathologists  
Teacher Resource Center Consultant  
Music Consultants  
Psycho-Motor Development Consultant  
Article III Teachers  
Title I Reading Teachers  
Other positions as may be added

## STEPS NECESSARY TO COMPLETE THE EVALUATION PROCESS

### STEP I: Initial Conference

- A. The initial conference between the evaluator and evaluatee shall occur in accordance with established timelines.
- B. This conference will include a review of the evaluation process. Every effort will be made to assure that there is a mutual understanding of the steps in the process, timelines, and the meaning of the performance areas.

- C. Each teacher must be given a copy of the current evaluation instrument prior to the initial conference. At the conclusion of the initial conference, the Initial Conference Form shall be signed by the evaluator and the evaluatee. One copy shall be kept by each party.

**STEP II: Observations and Filing of Forms**

- A. Evaluation refers to the making of judgments for the completion of the evaluation forms.
- B. Observation refers to seeing and hearing, recording, reviewing, and analyzing performance throughout the year.
- C. The evaluator must observe the teacher in accordance with the established timelines. The results of these observations will be recorded on the evaluation form provided and will be reviewed with the teacher within ten days after the observation.
- D. Copies of the Initial and Final Evaluation Reports will be filed with the appropriate Assistant Superintendent.

**STEP III: Post-Observation Conference**

- A. A post-observation conference will be held upon completion of the observation. Said conference is to be held within five (5) working days after the observations.
- B. The conference is a discussion of the observation data. The teacher may provide information and material evidence of his/her effectiveness. The conference(s) may include data and discussion of professional performance other than the observation but within the scope of the performance areas.

**STEP IV: Initial Evaluation Form**

The evaluator will complete the initial evaluation of teaching performance in accordance with established timelines.

**STEP V: Final Evaluation Conference and Evaluation Form**

- A. The purpose of the evaluation conference is to discuss the assessments made by the administrators relative to the teacher's effectiveness in the performance areas.
- B. The final conference will include a review of each performance area. The evaluator will then determine and record whether or not the teacher's performance has been good, satisfactory, needs improvement, unsatisfactory, not observed, or not applicable.

Upon completion of a teacher's written evaluation, a copy thereof shall be submitted to the teacher at the time of the personal conference or within ten (10) days thereafter; one copy is to be signed by the teacher indicating full knowledge of its content at the time of the conference but not necessarily indicating agreement, and the other copy is to be retained by the teacher. In the event the teacher believes the evaluation was incomplete or unjust, the teacher will indicate dissatisfaction during the evaluation conference. Objections will be written in the space provided on the evaluation form. In the event the teacher needs more time to prepare written comments, he/she will write in the space provided, that comments will be forthcoming. Within five (5) working days of the evaluation conference, the teacher will discuss the concerns with the principal and present him/her with a copy of the written objection which will be attached to the evaluation form.

Should the teacher desire an additional classroom visit, conference, and written evaluation, said teacher can request this in writing within five (5) school days of the receipt of the written evaluation of the evaluator. Said evaluation shall take place within fifteen (15) days. In the event the matter is not satisfactorily resolved between the parties, the teacher may submit a grievance subject to the provisions of the teacher's master contract.

In the event performance in a given area is below a satisfactory level, the administrator will include specific recommendations for improvement.

## **FREQUENCY OF EVALUATION**

**Probationary Teachers**

Probationary teachers will be evaluated in accordance with the established timeline. Each probationary teacher will receive an initial conference, observation, post-observation conference and an evaluation conference prior to Christmas vacation. Except for the initial conference, the process will be repeated during the second semester.

**Teachers Hired After the Start of the Year**

Teachers hired after the end of September will have the initial conference within ten (10) days after reporting to his/her new assignment. Succeeding steps in the T.E.S. will follow timelines comparable to regular timelines.

### **Tenure Teachers**

Tenure teachers will be evaluated according to established timelines. Every tenure teacher will be evaluated during the first semester of each year. The process will include an initial conference, observation, post-observation conference, and evaluation conference.

The evaluation process may conclude at the end of the first semester for all tenured teachers who scored at or above the satisfactory level for all the evaluation categories. In the event a teachers receives a rating below satisfactory, he/she will be evaluated again during the second semester.

### **TIMELINES FOR EVALUATION**

The procedural steps and timelines to be followed are:

- A. By the end of September - Initial conference for Probationary Teachers.
- B. By the 2nd Friday in October - Initial conference for Tenure Teachers.
- C. By the Friday Prior to Thanksgiving recess:
  - 1st Observation for Tenure Teachers;
  - 1st Observation - Probationary Teachers.
- D. By Christmas Recess - Initial Report - Probationary Teachers.
- E. By the end of First Semester - Initial/Final report - Tenure Teacher.
- F. By the 3rd Friday in February - 2nd Observation - Probationary Teachers.
- G. By the Wednesday prior to Spring Break:
  - Final report - Probationary Teachers;
  - 2nd Observation - Tenure Teachers (if required).
- H. By the second Friday in April - Final report - Tenure Teachers (if required).

\_\_\_\_\_ Probationary  
 \_\_\_\_\_ Tenure  
 \_\_\_\_\_ Other

# Evaluation Data Form

Date of Visit \_\_\_\_\_  
 Type of Visit \_\_\_\_\_

A list of eleven (11) general performance areas is provided. These performance areas are designed to specify areas of proficiency required of the teachers of the Benton Harbor Area Schools. A list of expectations is provided under each performance area to clarify the meaning. Place a check mark only in the appropriate column. Use N/O (not observed) or N/A (not applicable) as appropriate.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
Last First

Performance Area	Good	Satisfactory	Needs Improvement	Unsatisfactory	N/O N/A
<b>A. KNOWLEDGE OF SUBJECT AREA</b>					
1. The teacher provides accurate information and clear and concise explanations of materials.					
2. The teacher shows continuing professional growth by participating in grade-level or department meetings, building meetings or other professional activities (institutes, workshops, extension classes, summer school, professional reading, conferences, travel, curriculum development) as they pertain to grade-level or department policy.					
3. The teacher speaks and writes in clear, correct and precise language and expresses thoughts in well chosen words as determined by level or program, so as to be easily understood.					
<b>B. INSTRUCTIONAL PLANNING</b>					
1. The teacher incorporates learning objectives consistent with appraisal of student needs, requirements of current Benton Harbor Area Schools curriculum framework, and where applicable, standardized test objectives. (MEAP, CAT, ORT, TOBE, ETC.)					
2. The instructional plans take into account, variations in individual learning levels, interests, and needs.					
3. The plans reflect appropriate sequence for instruction.					
4. There is evidence of adequate daily and long range planning.					
<b>C. STUDENT INVOLVEMENT IN LEARNING PROCESS</b>					
1. The learning tasks are clearly defined by the teacher.					
2. The teacher attempts to actively involve students in prescribed learning tasks.					
3. The teacher provides for individual learning differences by planning experiences through which students can achieve some measure of success.					
<b>D. USE OF INSTRUCTIONAL RESOURCES AND METHODS</b>					
1. The selected resources and methods are those which are effective in teaching the objectives.					
2. Where applicable, the teacher incorporates student help in planning and understanding objectives, selecting activities, and evaluating learning.					
3. The teacher makes provisions for individual differences in rate of learning and interest by varying the difficulty of activities, by differentiating instruction and assignments, and by allowing students to pursue topics independently.					
4. The teacher plans for and uses those instructional methods which motivate and provide opportunities for each student to achieve learning objectives.					
5. Where applicable, the teacher seeks assistance from and works cooperatively with teacher trainers, consultants, and other resource personnel.					
<b>E. MONITORING STUDENT PROGRESS</b>					
1. The teacher has evidence of individual student progress.					
2. The teacher uses various, applicable techniques to determine the instructional levels of students.					
3. The teacher utilizes various state, district, and curriculum objectives in constructing examinations.					
4. Students are made aware of their individual progress.					
5. The teacher attempts to return written work promptly to students and to use it as a teaching tool.					

Performance Area (Place a check mark only in the appropriate column)	Good	Satisfactory	Needs Improvement	Unsatisfactory	N/O N/A
<b>F. LEARNING ENVIRONMENT UNDER TEACHER'S CONTROL</b>					
1. The teacher follows and expects students to use democratic procedures which show consideration for the rights of others.					
2. The teacher has clearly established classroom rules which are known to the students.					
3. The classroom atmosphere is conducive to good health, safety and productive learning.					
4. The teacher attempts to handle normal behavior problems and is fair and consistent; endeavors to find and alleviate causes of undesirable behavior, using referrals to other professionals when necessary.					
5. The teacher utilizes such human relations techniques as acceptance, listening, praise, and humor when warranted.					
<b>G. TOTAL SCHOOL PROGRAM RESPONSIBILITY</b>					
1. The teacher observes school policies and legal regulations.					
2. The teacher cooperates with colleagues and students to maintain good school atmosphere.					
3. The teacher shares ideas, materials, techniques and methodologies with other teachers.					
4. The teacher encourages special interest activities in accordance with community needs.					
5. The teacher shares responsibility for care of equipment and facilities.					
6. The teacher performs recordkeeping and organizational duties.					
7. The teacher maintains and promotes: a. building goals and objectives. b. school district goals and objectives.					
8. When possible, the teacher demonstrates leadership in planning, organizing, and participating in student activities.					
<b>H. PROFESSIONAL ASSOCIATION WITH STUDENTS</b>					
1. The teacher attempts to maintain rapport with children and appears positive, friendly; displays consistent effort to be helpful.					
2. When appropriate and prudent, the teacher attempts to provide guidance to students in resolving school- and home-related problems.					
3. The teacher considers and respects the self dignity of students.					
<b>I. PROFESSIONAL ASSOCIATION WITH PARENTS</b>					
1. The teacher attempts to maintain a cooperative relationship between home and school by considering feelings and opinions of parents in all forms of oral and written communication.					
2. The teacher shares in the interpretation of the school's program to the community by supporting and participating in parent-teacher activities such as open house, PTO meetings and special programs when necessary.					
<b>J. RECORDKEEPING</b>					
1. Forms are completed accurately, neatly, and are submitted in a timely manner when requested.					
2. Record Books are up to date, complete and accurately reflect student progress.					
3. Attendance books are up to date, neat, complete and accurately reflect student attendance and tardiness.					
4. When included as a part of a program, management system records are properly maintained.					
<b>K. PROFESSIONAL QUALIFICATIONS</b>					
1. The teacher is punctual in all aspects of his/her job performance.					
2. The teacher appears able to cope with the unexpected; is mature and self-controlled as evidenced by not abusing others with language or action.					
3. The teacher shows confidence and is usually at ease; has positive approach; perseveres.					
4. The teacher shows enthusiasm and appears to enjoy teaching.					
5. The teacher shows tact, patience, cooperation and understanding in professional association with other staff members.					



**EVALUATOR COMMENTS: (Attach additional sheets if necessary)**

**TEACHER COMMENTS: (Attach additional sheets if necessary)**

**RECOMMENDATION**

Signature:

- Continued Employment
- Dismissal (Tenure)
- Non-Renewal of Contract (Probationary)

\_\_\_\_\_  
Evaluator(s) Date

\_\_\_\_\_  
Evaluator(s) Date

Date Received in  
Personnel Department: \_\_\_\_\_

\_\_\_\_\_  
Person Evaluated\* Date

\*By signing this evaluation, the Employee verifies the record of observations and conferences but does not necessarily have to agree with the contents. If he/she wishes, comments may be added.

**TIMELINES FOR EVALUATION**

The procedural steps and timelines to be followed are:

- A. By the end of September-Initial conference for Probationary Teachers
- B. By the 2nd Friday in October-Initial conference for Tenure Teachers
- C. By the Friday Prior to Thanksgiving recess
  - 1st Observation for Tenure Teachers
  - 1st Observation-Probationary Teachers
- D. By Christmas Recess-Initial Report-Probationary Teachers
- E. By the end of First Semester-Initial/Final report-Tenure Teachers
- F. By the 3rd Friday in February-2nd Observation-Probationary Teachers
- G. By Wednesday prior to Spring recess
  - Final report-Probationary Teachers
  - 2nd Observation-Tenure Teachers (if required)
- H. By the second Friday in April-Final report-Tenure Teachers (if required)

White: Personnel  
Canary: Teacher  
Pink: Principal/Supervisor

Benton Harbor High School  
Department Chairperson's Evaluation

APPENDIX F

Name _____		Department _____				
(Place a check mark only in the appropriate column)		Good	Satisfactory	Needs improvement	Unsatisfactory	N/O N/A
1.	Providing leadership to the personnel in the department.					
2.	Recommending modifications, improvements and updating of the total program to the building principal.					
3.	Keeping informed and informing department teachers of current instructional trends within their academic discipline.					
4.	Working with individual teachers or committees of teachers on curriculum problems within the school.					
5.	Shall serve as liaison between the teachers and administration.					
6.	Shall not be considered a supervisory employee.					
7.	Shall be directly responsible to the principal for the performance of their duties and be given a formal evaluation each year.					
8.	Attends departmental meetings.					
9.	Conducts regular departmental meetings and shall report in writing to the principal the activities of the meetings.					
10.	Works with staff on making recommendations for media resources (Library, Films, etc.).					
11.	Recommendations and requisitions for purchase of any supplies or equipment.					
12.	Maintains a current running inventory including equipment and supplies.					
13.	Assists the principal and Guidance Personnel in making schedules and teacher assignments.					
14.	Makes recommendations for hiring departmental personnel.					
15.	Familiarizes teachers new to the department with general practices and procedures within the department building and District.					
16.	Advices in the assignment of student teachers.					
17.	Recommends or assists in appointment of committees to study special problems within the department.					
18.	Serves as consultant in the selection of high school administrators.					
19.	Aids the guidance department in the proper placement of students.					
20.	Prepares departmental expenditures for supplies and equipment.					
21.	Provides current information for the course description handbook.					
22.	Maintains and updates a department curriculum guide.					
23.	Reviews textbooks for other supplemental materials and makes necessary recommendations to the principal.					
24.	Participates in the coordination of the high school curriculum with the junior high schools.					
25.	Assists library personnel in developing recommendations for materials which will reinforce the educational program.					
26.	Other assigned duties:					
	a.					
	b.					

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Signature of Department Chairperson\*

Comments by Administrator: (Attach additional sheets if necessary)

Comments by Department Chairperson: (Attach additional sheets if necessary)

\*Signature does not necessarily mean agreement with the evaluation, but only knowledge of its contents.

White: Personnel  
Candy: Teacher  
Pink: Principal/Supervisor

## APPENDIX G

### EARLY RETIREMENT INCENTIVE PROGRAM

The parties to this Collective Bargaining Agreement have agreed to establish an Early Retirement Incentive Program which shall only be available at the close of the 1997-98 school year. Bargaining unit members who desire to participate in such Early Retirement Incentive Program must submit their irrevocable resignation to the Benton Harbor Area Schools on or before April 15, 1998. Such irrevocable resignation would be effective at the close of the 1997-98 school year.

A bargaining unit member will only be eligible to participate in such Early Retirement Incentive Program if he/she is eligible for full retirement under the Michigan Public School Employees Retirement System (MPERS) on or before June 30, 1998. Such eligibility shall be determined by the rules and regulations as promulgated by MPERS, including a recognition that such retirement program allows an eligible employee to "purchase" additional time which can be applied to retirement eligibility.

Participants in the Early Retirement Incentive Program shall be eligible for a stipend of forth percent (40%) of the teacher's 1997-98 regular salary which shall be paid in two (2) equal installments. The first installment shall be due and payable during the first week of January, 1999, and the second payment shall be due and payable during the first week of January, 2000. A bargaining unit member who is eligible to "purchase" additional time prior to the effective date of his/her retirement may notify the District of such desire on a form that will be prepared and provided by the District. In such case, the District will provide that portion of the stipend to the MPERS prior to the effective date of the teacher's retirement. The remaining portion of the stipend shall then be paid to the teacher in two (2) equal installments as set forth above.

On or before February 15, 1998, the District shall provide the Association with all the necessary forms to effectuate such Early Retirement Incentive Program. Such forms shall be in compliance with the rules and regulations of MPERS and applicable state and federal taxing authorities. Participants in the Early Retirement Incentive Program shall be responsible for any additional taxes, if any, flowing from their participation in such program.

The Benton Harbor Education Association and the Benton Harbor Area Schools do hereby agree that there will not be another Early Retirement Incentive Program in the School District until no earlier than the Spring of the year 2002.

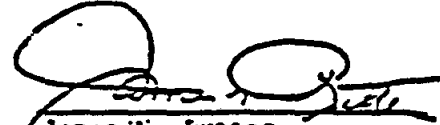
LETTER OF AGREEMENT

Both the Board and the Association share a common concern regarding the creation of a proper environment which suits both students and teachers. When a teacher believes that the physical environment is affecting the educational process, he/she shall notify his/her building principal. If the situation is not rectified within a reasonable period of time, the teacher shall complete a form which shall be available in every building in which the teacher can notify central administration of the problem. The form shall be transmitted to the Director of Operations with a copy to the Superintendent of Schools, and the teacher shall be entitled to a written response within two (2) school days.

In addition to the above mentioned procedure, the School District agrees to make every effort to assure that the ADA Systems located within the school building are set so that upon the opening of school, the building is maintained with a constant minimum temperature of 60 degrees F. If a room or building is below such minimum temperature, the administration agrees that it has a responsibility to relocate the affected students and staff until such time as the situation has been remedied.

Benton Harbor Area Schools

Benton Harbor Education Association

  
James N. Rutter  
Superintendent

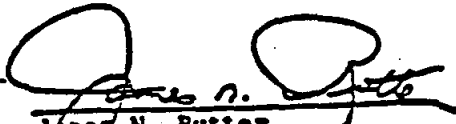
  
Charlotte Wilkens  
President

LETTER OF AGREEMENT

In order to ensure teacher participation in special programs, seminars and workshops, the parties to the 1990-92 Collective Bargaining Agreement have agreed that the District will make every effort to provide all teachers a minimum notice of two (2) weeks in advance of all special programs, seminars and workshops irrespective of whether said attendance is required or voluntary.

Benton Harbor Area Schools

Benton Harbor Education Association

  
James N. Rutter  
Superintendent

  
Charlotte Wilkens  
President

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# Your Rights under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over

the previous 12 months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

## Reasons for Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

## Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

## Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## Unlawful Acts by Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## For Additional Information:

If you have access to the Internet visit our FMLA website: <http://www.dol.gov/esa/whd/fmla>. To locate your nearest Wage-Hour Office, telephone our Wage-Hour toll-free information and help line at 1-866-4USWAGE (1-866-487-9243): a customer service representative is available to assist you with referral information from 8am to 5pm **in your time zone**; or log onto our Home Page at <http://www.wagehour.dol.gov>.



U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210

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