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8/31/92

AGREEMENT BETWEEN THE
BEAR LAKE SCHOOLS BOARD OF EDUCATION
AND THE
BEAR LAKE EDUCATION ASSOCIATION

1989-90
1990-91
1991-92

BEAR LAKE SCHOOLS
BEAR LAKE, MICHIGAN

Bear Lake Schools

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INTRODUCTION

The Bear Lake Schools Board of Education and the Bear Lake Education Association recognize and declare that providing quality education for the children of Bear Lake is their mutual purpose; and pursuant to Act 379 of the Michigan Public Act of 1965, the Bear Lake School Board and the Bear Lake Education Association entered into negotiations on wages, hours and terms and conditions of employment; and the parties, through negotiations in good faith, have reached agreement on all such matters and desire to execute this contract covering such agreement.

ARTICLE I

ACKNOWLEDGMENT

- A. The Bear Lake School Board hereby acknowledges the Bear Lake Education Association as the exclusive representative for all professional personnel including classroom teachers on tenure or probation, employed by the Board, but excluding Adult Education Teachers, supervisory and executive personnel, teacher aides, office and clerical employees and all other non-teaching personnel. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association. The term "Board" when used hereinafter in this agreement shall refer to the Bear Lake School Board.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement. The individual teacher may request that a member of the Association be present.
- C. Within thirty days of the beginning of their employment thereunder, teachers shall sign and deliver to the Board an assignment authorizing deduction of regular membership dues of the Association including the National Education Association and Michigan Education Association. Deductions will be made according to current payroll deduction procedures as outlined by the Administration.

The Association agrees to assume the legal defense of any suite of action brought against the Board regarding enforcement of this clause. In defending the enforcement of this section, the Association agrees to indemnify the Board for any cost or damages which may be assessed against the Board as a result of said suit or action.

- D. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws, Tenure Act, or other applicable laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere in this agreement.

ARTICLE II

- A. All management function rights, powers and authority, whether heretofore or hereafter exercised, shall remain exclusively with the Board. It is expressly recognized that those functions include, but are not limited to, (1) full and exclusive control of the management and operation of the schools, (2) direction and supervision of the working force and the evaluation of the performance thereof, (3) the scheduling of work, (4) the right to introduce new or improved methods or facilities, (5) the reduction or increase of the working force, (5) the right to abolish or change existing jobs, including the right to establish new jobs, and (7)

the right to formulate any reasonable rules and regulations and enforce such with any necessary disciplinary action.

- B. All such functions, rights, powers and authority which the Board has not specifically abridged, terminated or modified by this Agreement are recognized by the Association as being retained by the Board.
- C. It is agreed that the above cited management rights, and all other not so enumerated, are not subject to grievance procedures set forth in this agreement unless in the exercise of said rights the Board has violated a specific term or provision of one or more of the Articles of this agreement.

ARTICLE III

ASSOCIATION AND TEACHER RIGHTS

- A. The Association and its members shall have the privilege of using school building facilities for meetings. The meetings must be scheduled through the superintendent or principal.
- B. The Association, upon request, will be provided with available public information concerning the district.
- C. Teachers shall have the right to discuss with the Administration and Board any new methods or innovations affecting the curriculum and/or education of the students involved.
- D. Each teacher shall have the right, upon request, to review and make copies of those contents of his own personnel folder on file in the main office, which pertain to or are the result of an evaluation completed since the beginning date of employment in the Bear Lake School. Such records shall not be removed from said office. A representative of the Association may be requested to accompany the teacher in such review.
- E. No teacher shall be disciplined (including warnings, reprimands, suspensions, discharge, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure contained in this agreement. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
- F. A teacher shall be entitled to have present a representative of the Association during any disciplinary action other than a verbal warning when such action will become part of the teachers' personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Further, in the event disciplinary action other than verbal warning is to be taken, the teacher shall be advised of the right to representation under this provision prior to the action taken.

ARTICLE IV

TEACHER ASSIGNMENTS

- A. Teachers shall be assigned to positions in the system that make the best possible use of the teachers' professional competence.
- B. Pending transfer will be discussed with the teacher concerned and notification of the transfer will be given as soon as the final decision is made. Such transfers will be voluntary to the extent possible. Every effort will be made to avoid assigning probationary teachers to different grade levels or teaching assignments unless the teacher requests such change.
- C. Teachers will be at their teaching station fifteen (15) minutes prior to the commencement of the school day and shall remain at least twenty (20) minutes following the close of school, except on the last day of school of the week, they shall remain until the school buses leave, unless in the case of an individual teacher, an appointment has been made with that teacher.
- D. Teachers shall be allowed to arrange special arriving and/or leaving times to conduct school or personal business, or work with students, upon approval of the administration. This is not intended for teachers that have extra-curricular positions included in Article X, Section D.

ARTICLE V

VACANCIES AND PROMOTIONS

- A. The Board will automatically consider all staff members of the school in filling permanent teaching vacancies that may occur. Announcement in writing will be posted on the teachers' bulletin board and a copy furnished the president of the Association or designate when a teaching position is declared vacant or a new position is created. Upon written request, an interview will be granted. The teacher will have eight (8) calendar days from the date of the posting to notify the Board or Superintendent of their intent.
- B. The Board shall cause to be posted all planned or potential extra-curricular positions specified in the Master Agreement.

The Board reserves the right to schedule or sponsor any and all extra-curricular positions and to appoint persons it deems appropriate to supervise student extra-curricular activities.

ARTICLE VI

TEACHING CONDITIONS

- A. Because the teacher/pupil ratio is an important aspect of an effective educational program, every reasonable attempt by the Board will be made to keep class sizes to a point where optimum and effective learning can take place.
- B.1) No more than five classes will be assigned to teachers in either the Junior or Senior High School provided the normal school day contains six class periods.
- 2) If it becomes necessary to assign a teacher a sixth class, such assignment shall be with the consent of the teacher. When more than one teacher is certified and available within the school day to teach a sixth class assignment the Board will consider seniority as well as other qualifications when making the assignment. Pay for a six period assignment will be 118.33 percent of the teacher's regularly scheduled compensation.
- 3) The Board will not schedule mixed grade classrooms in DK-2 without consulting the Association. Should it be necessary to schedule mixed grades at the upper elementary level the Board recognizes that such combinations should contain a low number of students
- 4) Should it be necessary to combine classes at the secondary level the Board will insure that one of the combined classes contains no more than ten students. If the smaller of the combined classes contains four or more students then the total of both classes will not exceed twenty-five students.

Teachers who are assigned combined secondary classes will be paid the following stipends over and above salaries determined in Article X of this agreement:

<u>Number of Students in Small Combined Class</u>	<u>Pay per Pupil/per Year</u>
1-3 Students	\$400
4-10 Students	\$200

- C. No class size shall exceed the number of students that can be accommodated by the facility.
- D. Libraries will be open for student use during all student attendance days of the school year except for the last week of the school year.
- E. The responsibility for the assignment of students to their grades and classes shall rest solely with the administration with teacher recommendations being considered.

- F. Rules and regulations promulgated by the teacher or teachers in each classroom shall be reasonable, and the enforcement of discipline upon students by teachers shall protect the humanity and the dignity of each child. Such rules and regulation shall be approved by and filed with the immediate supervisor.
- G. During the period of time which constitutes the official school day, teachers may be assigned noon hour supervision in lieu of a class, duties pertaining to homeroom activities, assembly supervision, and supervision of hallways during class changes.
- H. The Board agrees to employ a teacher's assistant to supervise the noon hour playground. All teachers shall be entitled to a 25 minute duty-free uninterrupted lunch period. A classroom will be designated as a dining area solely for the use of the teachers.
- I. Each teacher shall submit requests for instructional equipment, materials, and supplies for the following school year in a manner requested by the administration on forms provided. Such requests will be submitted by such dates as determined by the administration.
- J. Each teacher will provide an accurate inventory, on a form provided, of instructional materials, supplies, and equipment under his/her care, together with the description of the condition thereof and a detailed explanation of the absence of any material, supplies, or equipment from the inventory.
- K. Teachers shall be informed of a telephone number that they may call to report unavailability for work. Requests for leave of absence shall be made as early as practical. In the case of sickness or emergency, the teacher should call to report unavailability by 6:45 a.m.
- L. The teachers' work year shall be one-hundred eighty-three (183) days. These days shall include one-hundred eighty (180) days, one (1) pre-school orientation day, one-half (1/2) day for parent-teacher conferences, one-half (1/2) day for recognition night, and one-half (1/2) day for each of two records days, as per calendar attached in appendix. The normal work week for teachers is Monday through Friday.
- M. The school district shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation.
- Any adjustment in the calendar (with respect to this clause) will be negotiated with the Association.
- N. Should an employee be required to make up a lost day, in accordance with section M above, for which an approved leave day had been previously charged, such leave day shall be removed from the employees record of absences.

ARTICLE V (0-1)

BEAR LAKE SCHOOL CALENDAR
1989-90

Staff Orientation	September 5, 1989
First Student Day	September 6, 1989
End of 1st Marking Period (43 days)	November 3, 1989
Thanksgiving Break	November 23-24, 1989
Christmas Vacation Begins	December 23, 1989
Return to School	January 2, 1990
End First Semester-Records Day/No School	January 19, 1990
End third marking period (45 days)	March 23, 1990
Spring Break	April 2-6, 1990
Good Friday (No School)	April 13, 1990
Memorial Day (No School)	May 28, 1990
Last Student Day	June 6, 1990
Records Day	June 7, 1990

	Student Days	Staff Days
September	18	19
October	22	22
November	20	20.5
December	16	16
January	21	21.5
February	20	20
March	22	22
April	15	15
May	22	22.5
June	4	4.5
	180	183*

*Staff Orientation - Counts as one day
 Parent Conferences - Counts as 1/2 day
 Records Day - Counts as 1/2 day
 Recognition Night - Counts as 1/2 day
 Records Day - Counts as 1/2 day

ARTICLE VI (0-2)

BEAR LAKE SCHOOL CALENDAR
1990-91

Staff Orientation	September 4, 1990
First Student Day	September 5, 1990
End 1st Marking Period (43 Days)	November 2, 1990
Thanksgiving Break	November 22-23, 1990
Christmas Vacation Begins	December 22, 1990
Return to School	January 2, 1991
End 1st Semester - Records Day/No School	January 18, 1991
End 3rd Marking Period (49 days)	March 28, 1991
Good Friday (No School)	March 29, 1991
Spring Break	April 1-5, 1991
Memorial Day (No School)	May 27, 1991
Last Student Day	June 6, 1991
Records Day	June 7, 1991

	Student Days	Staff Days
September	18	19
October	23	23
November	20	20.5
December	15	15
January	21	21.5
February	20	20
March	20	20
April	17	17
May	22	22.5
June	4	4.5
	180	183*

*Staff Orientation - counts as one day
 Parent Conferences - counts as 1/2 day
 Records Day - counts as 1/2 day
 Recognition Night - counts as 1/2 day
 Records Day - counts as 1/2 day

ARTICLE VI (0-3)

BEAR LAKE SCHOOL CALENDAR
1991-92

Staff Orientation	September 3, 1991
First Student Day	September 4, 1991
End 1st Marking Period (44 days)	November 1, 1991
Deer Season (No School)	November 15, 1991
Thanksgiving Break	November 28-29, 1991
Christmas Vacation Begins	December 21, 1991
Return to School	January 2, 1992
End 1st Semester-Records Day/No School	January 17, 1992
End 3rd Marking Period (45 days)	March 20, 1992
Spring Break	April 6-10, 1992
Good Friday (No School)	April 17, 1992
Memorial Day (No School)	May 25, 1992
Last Student Day	June 8, 1992
Records Day	June 9, 1992

	Student Days	Staff Days
September	19	20
October	23	23
November	18	18.5
December	15	15
January	21	21.5
February	20	20
March	22	22
April	16	16
May	20	20.5
June	6	6.5
	180	183*

*Staff Orientation - counts as one day
 Parent Conferences - counts as 1/2 day
 Records Day - counts as 1/2 day
 Recognition Night - counts as 1/2 day
 Records Day - counts as 1/2 day

ARTICLE VII

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. It is likewise recognized that discipline is a responsibility of the teacher in the classroom. A teacher may use such force as is necessary to protect himself/herself from attack or prevent injury to another student.
- B. Any case of assault upon a teacher by a student or parent shall be promptly reported to the Board or its designated representative. The Board will advise the teacher of his rights and obligations with respect to such assault.
- C. Time lost by a teacher in connection with any incident mentioned in this section shall not be charged against the teacher unless the teacher was not acting within the scope of Board policy.
- D. Any official complaint by a parent or a student directed toward a teacher shall be promptly called to the teacher's attention. An official complaint is any written or verbal complaint received by any member of the administration or School Board about any member of the teaching staff which merits repeating to teachers, members of the School Board or Administration, or is used to form personal opinions of teachers or as a basis for decision making. It shall be the responsibility of an Administrator for transmitting said complaint, with all pertinent information, to the teacher.

Promptly shall mean as soon as possible but not more than three (3) work days. A work day shall be defined as a day school is in session or in summertime days that central office is open for business.

No action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teachers' personnel file unless such complaint is reported to the teacher concerned.

- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- F. The Board shall be indemnified against any court action when the accused teacher is found guilty of torts, in malpractice, or other liability resulting from any of the conditions described in this section.

ARTICLE VIII

TEACHER EVALUATION

- A. The evaluation of the performance of each teacher is the responsibility of the Administration. The Association recognizes that the evaluation process begins from the time school starts each day until school ends each day and that it is not limited solely to classroom observation. All evaluations of teachers shall be conducted openly and in person. No electronic device shall be used during observation unless requested by the teacher.
- B. Teacher evaluations shall primarily be intended to help the teacher to improve his effectiveness as a teacher while at the same time providing the basis for the orderly dismissal of an incompetent teacher as according to the Michigan Teacher Tenure Law.
- C. Probationary teachers shall be evaluated not less than three (3) times per school year. Tenure teachers shall be evaluated not less than once every three years. Tenure teachers not formally evaluated in a given school year shall be considered to have performed competent work. A listing of such teachers will be provided to the Association annually.
- D. At least one formal classroom observation for each written evaluation of teachers shall be for not less than one-half a class period or twenty-five (25) minutes, whichever is greater.
- E. The Administrator shall prepare and submit a written report to the teacher within 10 school days of the formal classroom observation. The Administrator shall hold a post observation conference with the teacher for the purpose of reviewing the written evaluation and making any recommendation necessary.
- F. A teacher who disagrees with an evaluation, may submit a written response which shall be attached to the file copy of the evaluation in question.
- G. No observation shall unduly interfere with the normal teaching-learning process.
- H. The Board agrees not to change the evaluation instrument as included in the appendix for the duration of the agreement.
- I. If an Administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. An adverse evaluation shall be defined as the statement by the administrator on the evaluation form that a teacher's overall performance is unsatisfactory.

- J. If discharge of a teacher (including denial of tenure or placement on a third year of probation) is to be considered because of inadequacies observed in the evaluation of a teacher's professional work with students, such action must minimally be preceded by:
1. Repeated observations of the inadequacies by an Administrator through the evaluation process described above.
 2. Clear direction that the teacher must improve and the consequences of failure to do so.
 3. Adequate opportunity for the teacher to make improvements.
 4. Assistance from administrators and school district resources to help the teacher improve.
 5. Notification of the Association provided the teacher approves such notification.
- K. In the observation/evaluation process, special consideration will be given where teachers are assigned unusual responsibilities or difficult situations.

ARTICLE IX

LAYOFF AND RECALL

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to determine its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel.
- B. The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of layoff. A teacher notified of layoff shall have the right to replace another member of the bargaining unit who is the least senior teacher providing his/her certificate authorizes all subjects and/or grades involved to be taught.

The Board shall give teachers who are to be laid off a written notice of at least thirty (30) calendar days.

- C. Seniority shall be determined by the amount of time continuously employed as a member of the bargaining unit. All personnel on the 1981-82 seniority list shall be grandfathered.

The district shall prepare and present to the Association a current seniority list prior to October 15 of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's authorization and certification.

- D. Change in a teacher's certification after the first work day of the next school year following layoff shall not permit the teacher to be recalled by bumping. Bumping of a newly hired teacher will not be permitted, if at the time of hiring (date contract is signed), the laid off teacher lacks the proper authorization and certification for such position, unless the teacher presents to the superintendent in writing, assurance to the satisfaction of the superintendent, that said teacher will have proper authorization and certification for said position prior to beginning of the new school year.
- E. Teachers on layoff shall be recalled in inverse order of layoff provided the teacher is authorized and certified for the vacancy. No new teacher shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers who are authorized and certified to fill the vacancy.
- F. Employees who are notified of recall by registered mail with return receipt requested and fail to respond within ten (10) calendar days or who fail to report for duty within fifteen (15) calendar days of recall notice shall be considered as resigned. However, any tenured teacher that has accepted a teacher contract and is employed by another school shall have the right of recall upon completion of that contract year, unless release from the contract is granted by the employing district and the teacher responds within ten (10) calendar days and returns within thirty (30) working days of notification.
- G. Teachers on layoff or, beginning in the fall of 1981 on leave, will continue to accrue seniority but their layoff time will not count toward salary raises and other benefits.
- H. Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full time position.
- I. Teachers on layoff shall notify the district of any change of address, certification or authorized teaching areas.
- J. A teacher who is laid off and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to an adjusted annual salary rate, such that 50% of his/her unemployment compensation plus that adjusted salary rate will be equal to the scheduled rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:
1. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he or she been employed the entire school year.
 2. The adjusted annual salary earned through employment in the district shall not be less than his or her salary for a similar period during the preceding school year.

ARTICLE X

SALARY SCHEDULE
1989-90 SALARY SCHEDULE

A. (1)

Steps	BA	BA+1AC	MA/1-AC	MA+15/3AC
1	18,773	19,408	20,042	21,282
2	19,851	20,567	21,282	22,522
3	20,929	21,729	22,522	23,762
4	22,007	22,885	23,762	25,002
5	23,085	24,044	25,002	26,242
6	24,163	25,203	26,242	27,482
7	25,241	26,362	27,482	28,722
8	26,391	27,521	28,722	29,962
9	27,397	28,680	29,962	31,202
10	28,475	29,839	31,202	32,440
11	29,554	30,997	32,440	33,680

1990-91 SALARY SCHEDULE

A. (2) Steps	BA	BA+1AC	MA/1-AC	MA+15/3AC
1	20,041	20,719	21,397	22,721
2	21,193	21,958	22,721	24,045
3	22,347	23,196	24,045	25,369
4	23,500	24,435	25,369	26,693
5	24,653	25,673	26,693	28,017
6	25,806	26,912	28,017	29,341
7	26,959	28,150	29,341	30,665
8	28,112	29,389	30,665	31,989
9	29,265	30,627	31,989	33,313
10	30,418	31,866	33,313	34,638
11	31,573	33,106	34,638	35,962

B. The salary schedule shall consist of four scales with eleven steps on each based on teacher experience. The scales are defined as follows:

- 1) BA - A bachelors degree with any number of certifications or endorsements held at the time of hiring.
- 2) BA + 1AC - A bachelors degree with one additional certification or endorsement listed on a Michigan Teaching Certificate that was not held at time of hire as a full-time teacher. Changes in certification such as from provisional to continuing do not qualify for movement to a higher scale. Only an increase in certifications or endorsements that allow a teacher to teach in a new subject area or at a new level qualify. Movement to a higher scale will occur only for the certifications or endorsements listed in Appendix B. Should state certification policies change during the term of this agreement the appended listing maybe revised by mutual consent of both parties.
- 3) MA/2AC - A masters degree or two additional certifications or endorsements, as defined above, beyond that held at time of hire.
- 4) MA + 15/3AC - A masters degree plus 15 semester hours of credit beyond and subsequent to the masters degree or three additional certifications beyond that held at time of hire.
- 5) Staff members employed in a full-time position as of May 1, 1987 will be placed on the scale corresponding to their placement in 1986-87 (i.e.: BA + 15 becomes BA + 1AC). Full-time staff as of May 1, 1987 will be advanced a scale for each additional certification and will be advanced a scale for each additional certification and endorsement that meets conditions described above.

C. The salary schedule for 1991-92 shall be derived as follows:

- 1) The salary for the following four indexes shall be determined by averaging the salaries of Kaleva-Norman-Dickson, Manistee Area Public and Onekama Schools.
 - a) BA minimum
 - b) BA maximum
 - c) MA minimum
 - d) MA maximum
- 2) 99% of the four indexes shall be inserted at steps one and eleven of the BA and MA/2AC scales.
- 3) The relative differential of the BA + 1AC and MA + 15/3AC scales shall be the same as the 1990-91 scale.
- 4) The relative differential between steps on each scale shall be the same as 1990-91.

- 5) Should the salary schedules of the three base districts not be determined as of August 1, 1991 the Board shall consult the BLEA regarding applying preliminary increases until a final salary schedule is derived. Adjustments will be made retroactive to the first payroll of the 1991-92 school year when the salary schedule is determined.

Extra Duty Pay Schedule

D.

1) Boys Varsity Basketball	9.5	J.V. Girls Basketball	6.0
Girls Varsity Basketball	9.5	Volleyball	4.5
Varsity Baseball	6.0	Varsity Skiing	4.5
J.V. Boys Basketball	6.0	Jr. High Boys Basketball	4.5
Band & Music Programs		Jr. High Girls Basketball	4.5
Summer Band Program	3.5		
Pep Band Supervision	1.5		
Evening Concerts, Graduation & Competitions	1.0		
Varsity Track	5.0	J.V. & Varsity Cheerleading	2.0
Varsity Softball	6.0	Jr. High Cheerleading	1.5
Cross Country	5.0	Senior Class Advisor	1.5
Golf	5.0	Junior Class Advisor	1.0
Senior High Science Olympiad	2.0	Forensics	2.0
Junior High Science Olympiad	1.5	Yearbook Advisor	1.5
		(If not part of scheduled class)	

The above percentages are to be applied to a base of \$17,000.

- 2) Should an employee be assigned to coach two team levels of the same sport concurrently, pay for such assignment shall be as follows:
- a) Separate games/separate practices - above rates for each team.
 - b) Separate games/shared practices - highest paid assignment and one-half of second paid assignment.
- E. Per diem shall be defined as the teachers' annual salary, excluding any extra duty compensation, divided by the teacher work days.
- F. The Board will pay the following longevity amounts following completion of the indicated years of service with Bear Lake Schools.
- | | |
|---------------------|---------|
| 15 years of service | \$1,000 |
| 20 years of service | \$1,500 |
| 25 years of service | \$2,000 |
| 28 years of service | \$3,000 |
| 30 years of service | \$3,500 |
- G. The Board will reimburse teachers tuition and fees for course work completed with a grade of 'C' (2.0) or better provided such courses, or a planned program including such courses, are previously approved by the Board and provided that the teacher is employed by Bear Lake Schools the

semester following completion of the course work.

- H. Less than full-time teachers that are hired on a school year basis shall have their salary determined by dividing their weekly hours worked by those of a full-time teacher to determine a salary factor. The resulting salary factor shall be multiplied by appropriate salary step and scale to determine an annual school year salary.
- I. Less than full-time teachers will advance on the salary schedule in a normal manner if their salary factor for the previous year exceeded 0.50. Less than full-time teachers with a salary factor of 0.50 or below will advance on the salary schedule when the sum of the salary factors for previous service exceeds 0.50. The advancement of less than full-time teachers will occur only at the beginning of a school year.

ARTICLE XI

INSURANCE

The Board agrees to pay the premiums for a twelve (12) month period for all teachers working one-half (1/2) time or more as follows:

- A. MESSA Super Care 2.
- B. Teachers not electing health insurance coverage may apply up to the amount of MESSA Super Care 2 single subscriber premium toward any MESSA option.
- C. MESSA long term disability (for those who qualify in the amount of 60% of gross salary upon termination of 90 calendar days or the teacher's sick leave, whichever is greater).
- D. MESSA Delta Dental Insurance Plan "E" with ortho "007" rider. Internal and external coordination of benefits shall be included.
- E. MESSA Negotiated Group Life in the amount of \$5,000 for each employee, AD and D in the amount of \$20,000 for each employee.
- F. MESSA VSP III Vision Insurance. Internal and external coordination of benefits shall be included.
- G. Payroll deductions shall be available for all MESSA, MEFSA, MEA and approved annuity programs.
- H. The Board's increases subsidy in 1990-91 shall not exceed 11% of the 1989-90 rate for MESSA Super Care 2. The Board's increase subsidy in 1991-92 shall not exceed 11% of the 1990-91 rate for MESSA Super Care 2. Should the United States City Average of the June Consumer Price Index (All Consumers Group-Medical Care Section) exceed 15% for the previous year, the Board and the Association will split premium increases over the above mentioned 11% on a 50-50 basis.
- I. In the event the appropriate premium of the MESSA Super Care 2 plan shall exceed that cost specified in "H" above, the actual excess cost shall be

determined by multiplying the number of participants in each program which is in excess times the total excess cost for each program. That amount then shall be divided by the number of teachers in the bargaining unit to provide the amount of adjustment to be made to the salary schedule.

- J. 1) Teachers assigned to a year long position that is less than the hours of a regularly assigned teacher shall have fringe benefits determined by the following schedule. Hours worked reflect actual instructional time and do not include lunch periods, prep time, or any other activity not expressly mentioned in the contract of employment.

<u>Hours Worked Per Week</u>	<u>Benefit</u>
Less than 10 Hours	-No Insurance Benefits
10.0 - 17.5 Hours	-Single Subscriber Rate of Current Health, Dental, and Vision Insurance
More than 17.5 Hours	-Full Benefits

- 2) The Board will provide the single subscriber rate of the current health insurance offered in this agreement, if and only if, the part-time employee is not covered by health insurance. If alternatively covered by health insurance the Board will make available Dental and Vision coverage in accordance with this Article. The part-time employee may elect to purchase additional health coverage on a contributory basis.

ARTICLE XII

FINANCIAL RESPONSIBILITY

- A. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a service fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Bear Lake Education Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Article I. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in Section I, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.

- B. The procedure in all cases of discharge for violation of this article shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.
 2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- D. The Association agrees to assume the legal defense of any suit of action brought against the Board regarding enforcement of this Article. In defending the enforcement of this section, the Association agrees to indemnify the Board for any cost or damages which may be assessed against the Board as a result of said suit or action.

ARTICLE XIII

LEAVE OF ABSENCE

Teachers shall be granted leaves of absence at full pay for a total of ten days annually, accumulative to one hundred thirty (130) days, subject to the following regulations:

A. Sickness or Disability

1. For personal illness or disability of the teacher.
2. For critical illness of a member of the teacher's immediate family requiring personal attention or care of the teacher. The immediate family shall consist of spouse, father, mother, children, father-in-law, and mother-in-law. Leave for critical illness of a family member shall be for a maximum of three (3) days.
3. A teacher who is unable to perform his assigned functions due to personal illness or disability and who has exhausted all his/her

accumulated sick leave may be granted a leave of absence without pay for the remainder of the school year at the discretion of the Board.

4. The Board recognizes that disabilities include pregnancy, miscarriage, abortion, childbirth and recovery therefrom; but not limited to these.
 5. Teachers may use sick leave days for pre-arranged doctor and dental appointments, however, teachers shall make a reasonable attempt to make said appointments outside of regular school hours.
- B. Funeral leave for the death of an immediate family member will be allowed to a maximum of five (5) days but limited to two (2) days before the funeral, the day of the funeral, and two (2) days after the funeral providing they are school days, depending on the circumstances involved. Two (2) days will be allowed for funeral leave for the teacher's grandparents, grandchildren, sister and brother.
 - C. The teacher shall have two (2) days for the conduct of personal business. The personal day shall not be used to extend a holiday or for recreational purpose. These days are not accumulative. Request for personal leave days shall be filed with the principal at least 24 hours in advance. Exception to this procedure will be for occasions of sudden emergency.
 - D. Jury Duty and Court Appearance: In case of absence for jury duty or court appearance as a witness, the Board will pay the difference between the jury or witness pay and the teacher's regular salary.
 - E. Leave of absence without pay may be granted provided the leave of absence will be in accordance with the terms and provisions of the Selective Service and Training Act of 1941 as amended.
 - F. Military Leave of Absence: Military leave of absence will be in accordance with the terms and provisions of the Selective Service and Training Act of 1941 as amended.
 - G. Leave of absence days shall be available for use at the beginning of the school year for employees in their first two years of employment. Thereafter, leave time will accumulate at the rate of one day per month September through June.
 - H. The Teacher may be required to furnish the Board with a medical certificate for sickness over three (3) days.
 - I. Any violation of the use of leave days will result in loss of pay and leave of absence for days abused. Any such abuse will be recorded in the permanent record of the offending teacher.
 - J. Any teacher who is absent because of injury or disease which arose out of or during the course of his/her employment for which he/she receives compensation under the Worker's Compensation Law will receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the number of days he/she

has accumulated sick leave.

- K. Unused leave of absence will be kept on record during time of layoff or through approved leaves of absence.
- L. After reaching the top of the salary schedule and leaving the employment of the Bear Lake Schools system, unused leave days up to a maximum of 100 days, will be reimbursed at the rate of \$20.00 per day.
- M. The Association will have two (2) days available to it for official Association business. These days will not be charged to any individual's accumulated leave days. The Association agrees to reimburse the Board an amount equal to the cost of a substitute teacher if one is used. Request for the above day shall be filed with the superintendent twenty-four (24) hours in advance.
- N. The superintendent may grant leaves of absence at full pay for attendance at professional meetings, conferences, school activities, community activities and other leave requests at his discretion.
- O. Teacher absences will be charged in increments to the nearest 1/6 of a day.
- P. Less than full-time teachers will be granted personal leave in accordance with provisions A-J above based on the following allocation:

<u>Hours Worked Per Week</u>	<u>Benefit</u>
Less Than 10 Hours	-Three leave days including one personal business day.
10.0 - 17.5 Hours	-Five leave days including two personal business days.
More Than 17.5 Hours	-Full leave provisions as granted in Sections A-J above.

- Q. If during the preceding school year a teacher shall not have used more than three (3) combined personal business and/or sick leave days in accordance with "A" and "C" above, then, the following year the teacher shall be credited with one "earned day" to be taken at the teacher's discretion upon previous notification of at least three school days to the building principal. The principal of each building shall not be obligated to grant more than three (3) such applications on any given day(s). Earned days shall be allowed to accumulate up to a maximum of ten (10) days at the rate of one per year.
- R. The Board and the BLEA recognize the educational and financial value of regular staff covering for short duration absences of colleagues. This example of professional responsibility shall be accommodated by not charging leave time against the absent employee when services of a substitute are not retained and when, in the opinion of the administrator, such accommodation is appropriate. It is further agreed that when less than full day absences are charged in

accordance with Article XIII (O) that an hour of time in grades D-K through 6 and a class period in grades 7-12 shall define 1/6th of a day.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, mis-interpretation or misapplication of any provision of this Agreement or the unfair application of any policy or regulation of the Board directly related to teaching terms and conditions, may be processed as a grievance as hereinafter provided.

The term "days" as used herein shall mean days in which school is in session or in summertime days that central office is open for business.

- B. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. The grievance must be filed within fifteen (15) days of the violation, misinterpretation or misapplication, or within fifteen (15) days of the discovery thereof.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may invoke the formal grievance procedure contained herein. A copy of the grievance form shall be delivered to the principal. If the grievance involves teachers at both the elementary and secondary levels. It may be filed with the Superintendent or the Superintendent's designee.

Written grievances will contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of facts giving rise to alleged violations;
4. It shall quote at length the section alleged to have been violated.

In grievance proceedings involving the adverse evaluation or discharge of a tenure teacher steps "F" and "G" of this grievance procedure shall be reversed. The arbitrator in such grievances shall be advisory only. Within ten (10) days of the receipt of the arbitrator's advisory award in such matters, the Board shall meet and act upon the award. Should the Board reject the award of the arbitrator, it shall state the reasons therefore in detail and shall transmit those reasons in writing to the teacher and the Association:

The termination of employment of a probationary teacher may be processed through advisory arbitration as outlined above except that the loser shall pay the fees and expenses of the arbitrator.

The termination of employment of a probationary teacher shall be defined as the recommendation by the administrator on the evaluation form that the probationary period should be discontinued.

- D. Within five (5) days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.
- E. If the teacher or Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Superintendent. Within seven (7) days, the Superintendent, or the Superintendent's designee, shall meet with the Association for the purpose of resolving the grievance, and shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.
- F. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the time period above provided, the Association may submit the grievance to the President of the Board, or his designee, within ten (10) days.

Within five (5) days from the hearing of the grievance, the Board shall render its decision in writing.

- G. If the teacher or Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time limits provided above, the Association may submit the grievance within thirty (30) days to arbitration before an impartial arbitrator. The arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.

The decision of the arbitrator shall be final and binding upon the parties and both parties agree that a judgment thereon may be entered in any court of competent jurisdiction.

- H. Powers of the arbitrator are subject to the following limitations:
1. He shall have no power to add to, subtract from, disregard, alter or modify any of the provisions of this agreement.
 2. He shall have no power to establish salary scales or other provisions of successor Agreements.
 3. He shall have no power to decide any question which, under the provisions of this Agreement, is within the sole responsibility of Management to decide.
- I. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.
- J. If either party disputes the arbitrability of any grievance, the arbitrator shall first rule upon the issue of arbitrability before

proceeding to the content of the grievance. In the event the arbitrator rules against arbitrability, the grievance shall be disposed of without recommendation on the content of the grievance.

- K. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of a similar nature.
- L. The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall assume its own cost for the representation, including the expenses of any witness.
- M. All preparation, filing, presentation or consideration of grievances, except the scheduling and conduction of an arbitration hearing, will normally be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations except when mutually agreed to the contrary.
- N. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.
- O. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private.
- P. The filing of grievances shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance so long as such action is consistent with the provisions of this Agreement.
- Q. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost.
- R. The time limits provided in this grievance procedure shall be strictly observed but may be extended by mutual written agreement of the parties. In the event a grievance is filed after May 15 of any year, the strict adherence to the time limits may result in hardship to either party, the Superintendent shall use his best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.
- S. The parties may, by mutual consent, send grievances directly to binding arbitration.
- T. In preparation for any arbitration or legal proceedings, teachers shall have access to and the right to inspect and acquire copies of materials in their personnel file. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.

ARTICLE XV

ANNEXATION, CONSOLIDATION OR OTHER
REORGANIZATION OF THE DISTRICT

- A. In the event that this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the Board will use its best efforts to assure the continued employment of its members in such district.

ARTICLE XVI

TEACHER'S CONTRACTS

- A. Prior to April 30, 1992, the parties will begin negotiations for a new agreement concerning hours, terms and conditions of employment of teachers employed by the Board. A letter from the Association prior to April 30 and agreement upon a meeting day shall constitute beginning negotiations.
- B. It is recognized that no final agreement between the parties may be executed without ratification by both parties, but the parties mutually pledge that representative selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.
- C. All future individual teacher contracts shall be made expressly subject to the terms of this agreement and so stated in each individual contract.
- D. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except as permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this agreement. Therefore, the Board and the Association are the life of this agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Matters of common concern may be subject to negotiation during the period of this agreement upon

the request and mutual agreement of both parties.

ARTICLE XVIII

DURATION OF AGREEMENT

This agreement shall be in effect from September 1, 1989 to August 31, 19~~91~~⁹².
This agreement shall not be extended orally and it is expressly understood
that it shall expire on the date indicated.

Signed this 20th day of September, 1989.

For the Board of Education:

President: Ed Morrigan

Secretary: Judith A. Groenwald

For the Association:

President: Kenneth L. Rakoczy

Secretary: Ann Edmondson

Appendix A

Memo of Understanding

The Board and the BLEA recognize the current state of uncertainty concerning days of instruction required by the state aid act. Both parties hold the following positions:

1. The current legislative and judicial initiatives on "snow days" and post Labor Day start are based on political versus educational issues.
2. Current legislative and judicial initiatives impact basic societal patterns.
3. Extension of the school year as it is currently organized has not been shown to provide any education value.
4. Bear Lake and other northern school districts have long accommodated time lost to snow days by scheduling increased instructional time through longer school days.
- 5) Based on the above positions both parties agree:
 - A. That changes in the school calendar will not be made without consultation of the BLEA.
 - B. Teachers will not be required to attend more than one make-up day for any one day lost due to "Act of God" conditions.
 - C. Days used to make up the days lost due to "Act of God" conditions will be make up at the rate of 1/2 day make-up for each day missed, provided that conditions set forth by State Law are not violated.
 - D. That on occasion because of the the rescheduling of "Act of God" days an individual teacher may have a conflicting prior commitment. Such commitments will be taken into consideration and a resultant absence not charged against leave time provided prior administrative approval is obtained.

Appendix B

The following is a list of certifications and endorsements that when obtained will provide movement to a higher salary scale as provided in Section X(B).

BX LANGUAGE ARTS

BA ENGLISH
BC JOURNALISM
BD SPEECH
BR READING

CX SOCIAL SCIENCE

CA ECONOMICS
CB GEOGRAPHY
CC HISTORY
CD POLITICAL SCIENCE
CE PSYCHOLOGY
CF SOCIOLOGY
CH ANTHROPOLOGY
CL CULTURAL STUDIES
CM BEHAVIORAL STUDIES

DX SCIENCE

DA BIOLOGY
DC CHEMISTRY
DE PHYSICS
DH GEOLOGY-EARTH SCIENCE
DO ASTRONOMY

EX MATHEMATICS

MISCELLANEOUS

NC DRIVER & SAFETY ED
ND LIBRARY SCIENCE
NJ ENVIRONMENTAL SCIENCE
NR COMPUTER SCIENCE
NT GUIDANCE COUNSELOR
NU OCCUPATIONAL THERAPY

OX FINE ARTS

PX HUMANITIES
PS PHILOSOPHY

SPECIAL EDUCATION

SA MENTALLY HANDICAPPED
SB SPEECH CORRECTION
SC ORTHOPEDICALLY HANDICAPPED
SE EMOTIONALLY DISTURBED
SH TEACHER OF HOMEBOUND
SK EDUCATION OF THE BLIND
SL EDUCATION OF THE DEAF
SM LEARNING DISABILITIES

FOREIGN LANGUAGE

FA FRENCH
FB GERMAN
FC GREEK
FD LATIN
FE RUSSIAN
FF SPANISH
FH ITALIAN
FI POLISH
FJ HEBREW

GX BUSINESS EDUCATION

GA ACCOUNTING
GH BUSINESS ADMINISTRATION
GI SECRETARIAL SCIENCE
GM DISTRIBUTIVE EDUCATION

HX AGRICULTURAL EDUCATION

IX INDUSTRIAL ARTS

JX MUSIC EDUCATION

HOME ECONOMICS

LX ART EDUCATION

MX HEALTH PHYS. ED. & RECREATION

MA HEALTH
MB PHYSICAL EDUCATION
MD RECREATION
MH DANCE

VA AGRICULTURE

VB BUSINESS EDUCATION
VD DISTRIBUTIVE EDUCATION
VH HOME ECONOMICS
VT VOCATIONAL TECHNICAL

BILINGUAL EDUCATION

YA BILINGUAL FRENCH
YB BILINGUAL GERMAN
YC BILINGUAL GREEK
YE BILINGUAL RUSSIAN
YF BILINGUAL SPANISH
YI BILINGUAL POLISH
YJ BILINGUAL HEBREW
YK BILINGUAL ARABIC
YL BILINGUAL OTHER
YM BILINGUAL VIETNAMESE
YN BILINGUAL KOREAN
YO BILINGUAL YUGOSLAVIAN
YP BILINGUAL CHALDEAN
YR BILINGUAL CHINESE
YS BILINGUAL FILIPINO

AREAS OF SPECIALIZATION

ZA EARLY CHILDHOOD PRE-K & K
ZD MIDDLE SCHOOL 5 THRU 9
ZE GENERAL EL. K-6

· Appendix C

Memo of Understanding

The Board and the BLEA recognize the educational value of adequate time for parent-teacher conferences. Accordingly, it is agreed that additional time may be scheduled for elementary parent conferences provided the attendance requirements of the current state aid act and transportation requirements can be met.

Appendix D

TEACHER EVALUATION FORM

BEAR LAKE SCHOOLS

TEACHER OBSERVED _____ Grade Level or subject
and grade level _____

DATE _____

Directions: Below are descriptions of optimum teacher behavior to be considered in your evaluation of each item. The number circled at the right indicates the degree of accomplishment. The following numbers mean:

- | | |
|-----|------------------|
| N/O | No Observation |
| 1 | Unacceptable |
| 2 | Need Improvement |
| 3 | Acceptable |
| 4 | Excellent |

CLASSROOM EFFECTIVENESS:

Planning and Organization:

The teacher consistently uses and implements both long and short range plans. N/O 1 2 3 4

The teacher incorporates the use of behavioral objectives reflecting the ability and needs of pupils N/O 1 2 3 4

The teacher involves pupils in planning (For High School only). N/O 1 2 3 4

The teacher is flexible in using plans, being willing and able to adjust to the situation. N/O 1 2 3 4

The timing and sequence of activities reflect his/her concern for the use of class time. N/O 1 2 3 4

The teacher maintains adequate information, plans and records for use by a substitute in his/her absence. N/O 1 2 3 4

Methods and Materials:

The teacher selects a variety of methods and materials which are appropriate and relevant to pupils levels and current societal needs. N/O 1 2 3 4

Motivation:

The teacher considers the individual needs of pupils in selecting learning activities and materials. N/O 1 2 3 4

The teacher is personally interested and enthusiastic in his/her teaching. N/O 1 2 3 4

The teacher uses clear illustrations, practical applications, challenging, questions and problems. N/O 1 2 3 4

The teacher establishes high expectancy levels with all learners. N/O 1 2 3 4

The teacher is able to accurately assess learning problems and effectively plan for their resolution. N/O 1 2 3 4

The teacher is concerned about the growth and development of each individual student. N/O 1 2 3 4

Evaluation:

The teacher uses oral, written and student self-evaluation when appropriate for measuring the achievement of stated objectives. N/O 1 2 3 4

The teacher uses evaluative data for planning future learning activities. N/O 1 2 3 4

The teacher maintains accurate documentation of evaluative data. N/O 1 2 3 4

Management:

Generally students appear to be most self-directed. N/O 1 2 3 4

There is a climate of cooperation in which learning occurs. N/O 1 2 3 4

The teacher appears tactful and fair with both individuals and groups. N/O 1 2 3 4

The teacher's classroom practices are consistent with school policy. N/O 1 2 3 4

The teacher handles discipline problems appropriately. N/O 1 2 3 4

The teacher's classroom is kept in an orderly fashion. N/O 1 2 3 4

Overall Classroom Effectiveness:

Achievement of his/her students is individually at the level of expectation of his/her own and the school's objectives. N/O 1 2 3 4

Professionalism:

The teacher participates in professional meetings and demonstrates interest in professional growth as evidenced by continued reading and study. N/O 1 2 3 4

The teacher is alert to the need for school policies as evidenced by being able to interpret school policies accurately to others. N/O 1 2 3 4

The teacher has a cooperative attitude toward implementing policies and turning in reports on time. N/O 1 2 3 4

The teacher is knowledgeable regarding the organization the structure, and the function of the professional association, and the school as a social institution. N/O 1 2 3 4

Communication Skills:

The teacher's voice is clear and pleasant as evidenced by varied inflection, good modulation, and rate. N/O 1 2 3 4

The teacher is effective in giving clear direction. N/O 1 2 3 4

Presentations are interesting as evidenced by pupil attention and participation. N/O 1 2 3 4

The teacher practices good grammatical skills, speaks without serious impairment, and his/her language level is appropriate to the level of the pupils. N/O 1 2 3 4

Written:

The teacher's written material is accurate in spelling, legible, grammatically correct, clear and concise. N/O 1 2 3 4

Graphic:

The teacher supplements oral and written communication with visual reinforcements such as: illustration charts, and audio-visual aids. N/O 1 2 3 4

ACADEMIC PREPARATION

General Knowledge:

The teacher is well read and knowledgeable as evidenced by his/her being interested in and conversant about a wide range of subjects. N/O 1 2 3 4

Subject Matter:

The teacher is well prepared, displaying an indepth

knowledge and understanding of his/her teaching field as shown by his/her ease in discussing and using content in organizing instructional materials.
The teacher utilizes contemporary subject materials.

N/O 1 2 3 4
N/O 1 2 3 4

The teacher is competent in the use of necessary and appropriate instructional materials.

N/O 1 2 3 4

PERSONAL QUALITIES

Self Concept/Mental Health:

These are demonstrated by his/her practicing constructive self-criticism, by his/her accepting criticism, showing initiative and dependability by taking up problems and completing tasks independently.

N/O 1 2 3 4

The teacher is punctual.

N/O 1 2 3 4

The teacher accepts students' values and feelings.

N/O 1 2 3 4

Appearance:

The teacher's grooming and attire are appropriate to the occasion.

N/O 1 2 3 4

Health:

The teacher's health permits him/her to comply with the leave days allowed in the master contract.

N/O 1 2 3 4

Human Relations:

The teacher has mutually satisfying relationships as evidenced by his/her being accepted by students, teachers, administration, staff, and community.

N/O 1 2 3 4

The teacher gains group confidence as demonstrated by his/her accepting students and others with different abilities, attitudes, feelings and needs.

N/O 1 2 3 4

Recommendation:

1. Rehire and place on tenure
2. Third year probation
3. Release
4. Other

Teacher's Statement:

I have read the attached evaluation. Although I may not agree with all of the observations checked or the comments made, I do acknowledge that I have had

the opportunity of reviewing this evaluation with the evaluator.

Signature of Teacher

Signature of Evaluator & Title

Comments by Teacher:

Comments by Evaluator: