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Teachers' Master Contract

Benton Harbor

1972-73

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PROFESSIONAL AGREEMENT
BETWEEN
BENTON HARBOR AREA SCHOOLS
OF BENTON HARBOR, MICHIGAN
AND
THE BENTON HARBOR EDUCATION ASSOCIATION,
M.E.A. — N.E.A.

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This agreement entered into this 1st day of May 1972, by and between the Benton Harbor Education Association, a voluntary, unincorporated association, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the Benton Harbor Area Schools, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Benton Harbor is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

WHEREAS, the parties 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

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional personnel whether under contract, on leave, or on a per diem hourly class rate basis, employed or to be employed by the Board (e.g. personnel on tenure, probation, classroom teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers and teachers of the housebound or hospitalized, reading teachers, and special education teachers). Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendents, directors, all personnel in community schools, principals, assistant principals, business manager and any other person engaged fifty per cent of the time in supervision of professional personnel. Representation shall also exclude all aides, all office, clerical, custodial, bus drivers, cooks and maintenance personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all professional or certified employees represented by the Association in the bargaining negotiating unit as above defined, and reference to male teachers shall include female teachers.

The Board agrees not to negotiate with or recognize any teachers'

organization other than the Association for the duration of this Agreement.

ARTICLE II Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the act or other laws of Michigan or the constitution of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws or regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the right to use school buildings, other than during regular school hours if scheduled with the building principal, and will be charged for special custodial service at established contracted rates if required. The Association may schedule the use of school buildings for other than fund raising purposes, where admissions, donations or collections are taken, at no cost by request to the Business Office, and subject to the rules and regulations governing such use.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, if scheduled with the building principal, provided that this shall not interfere with or interrupt normal school operations.

E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculating machines and all types of audio visual equipment at times when not otherwise in use or needed for school business. The Association shall pay for the actual cost of all materials and supplies incident to such use.

F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each building. No posted material shall at any time contain scurrilous or slanderous matter or any such reference to any member of the Board of Education, Administration, or staff by

name or office. All material posted shall be signed by an official of the Association.

The Board shall have the right to withdraw the use of a bulletin board when it has been established by the Board and the Association that the use is contrary to this provision.

G. The Association may use the district mail service on regular runs and faculty mail boxes where such exist. Provided, (1) All material placed in the school mail system shall relate to the official business of the Association; (2) No material placed in the school mail system or faculty mail boxes shall contain scurrilous or slanderous material or any such reference to any member of the School Board, administration or staff by name or office; (3) All material placed in the school mail system shall be signed by an official of the Association. The Board of Education shall have the right to withdraw the use of faculty mail boxes from the Association whose use of the mail service and mail boxes is contrary to the above provisions.

H. The Board agrees to furnish to the Association in response to request all available information concerning the financial resources of the district, annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, treasurer's reports, membership data, names and addresses of all teachers, salaries paid thereto and educational background that will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint.

I. The Board shall consult with the Association on any new tax programs, construction programs (exclusive of site options), or major revisions of educational policy, which are proposed or under consideration, and the Association shall advise the Board with respect to said matters prior to their adoption and/or general publication. The Board shall not submit any proposal for additional operational or building millage without prior consultation with the Association.

J. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such teacher. The Board shall defend the right of any teacher to enjoy the same degree of privacy in his personal life as is enjoyed by other citizens of the community, as long as it is consistent with the high standards which the teaching profession has set forth in the Code of Ethics of the Education Profession adopted 1970 by the National Education Association.

K. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.

L. The rights granted herein to the Association shall not be granted or extended to any competing teacher organization.

M. The Board shall place on the agenda of each regular board meeting any items for consideration by the Association as long as such items are made known to the superintendent prior to 9 o'clock a.m. on the Thursday preceeding the regular Board meeting. For special meetings, 48 hours notice will be given to the superintendent.

N. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance and/or in any circumstance where such a possibility exists. If the teacher requests additional representation, the Administrator shall be accorded the same privilege.

ARTICLE III

School Board Rights

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grade plans and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies, as it may deem necessary, shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV

Professional Dues and Payroll Deductions

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and have delivered to the Board by the Association membership chairman, an assignment authorizing deduction of membership dues or fee in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues or fee from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year providing no change is made in the opening of the school year in which case deductions shall be appropriately pro-rated. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated from the beginning of the month of employment to complete payments of annual dues or fee by the following June. Should employment be terminated prior to July 1, the balance due will be deducted from the final check.

The Association shall notify the Business Office of the amount of the annual dues or fee by September 1 of each year.

B. With respect to all sums deducted by the Board pursuant to auth-

ORIZATION of the teacher for membership dues or fee, the Board agrees to remit promptly to the treasurer of the Benton Harbor Education Association each month all sums deducted. A list of teachers for whom such deductions have been made will be furnished to the Association.

The Association agrees promptly to 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.

Should any authorized deduction not be made, said deduction will be made on the next month's check.

C. Upon appropriate written authorization from the teacher, the Board of Education agrees that it will deduct from the salary of any teacher and make appropriate remittance for annuities, insurances, and credit union which have been mutually agreed upon by the Board and the Association. The companies from which annuities may be obtained shall be limited to the following:

1. Investors Syndicate Life Insurance and Annuity Company
2. Metropolitan Life Insurance Company
3. Mutual Life Insurance Company of New York
4. Occidental Life Insurance Company of California
5. Variable Annuity Life Insurance Company

The Board will also deduct from the salary of any teacher and make appropriate remittance for any other plans jointly approved by the Board and the Association.

D. 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 as a fee to the Association, the NEA, and the MEA, the amount of \$145.00 for the school year 1972-73 and shall thereafter be as established by the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions as provided in paragraph A, the Board shall cause the termination of employment of such teacher at the end of the current semester according to the procedures set forth in this Article IV, section D.

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.

Any tenure teacher employed by the district prior to the date of ratification of the contract who is not a member of the aforementioned organization shall not be required to meet the membership or fee stipulations for continued employment.

All teachers newly employed, and those specially certified teachers assigned to a classroom regularly on a day-to-day basis, shall be members or pay the representation fee equal to the professional dues of the Association as a condition of employment.

Non-tenure teachers presently employed who are not now members of the Association shall join the Association or pay the representation

fee as a condition of employment effective with the 1971-72 school year.

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 will be filed with the Board in the event compliance is not effected.
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 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 Representation Benefit Fee.

ARTICLE V

Teaching Hours and Class Load

A. All Elementary and 7/8 Center teachers report to assigned buildings and assigned working area no later than fifteen (15) minutes before the tardy bell for students in their building.

Teachers at the High School shift shall report no later than fifteen (15) minutes before the start of their assigned daily schedule.

All teachers shall remain at their assigned building twenty-five (25) minutes after students have been dismissed from the school for the day unless excused by the building principal.

Teachers of all secondary schools shall have a day of equal length. Differences in individual schedules at the High School shall be arranged with the building principal. All elementary teachers shall have a day of equal length.

All teachers may leave the buildings on Friday and the day preceding a holiday or vacation after students have been properly dismissed from the school for the day. High School teachers may leave when they have completed their assigned day.

B. Mondays after regular school hours will be reserved for teacher organizational meetings. Teachers planning to attend such meetings shall be permitted to leave in sufficient time to be present at the beginning of each meeting. Usual starting time of the Association's meetings is 3:45 p.m.

C. At the beginning of the school year, regular building meetings for the faculty will be scheduled by the building principal, subject to can-

cellation if necessary. Other meaningful meetings may be called as necessary on forty-eight hour notice, except in extreme emergency when no advance notice will be necessary.

All teachers are required to attend faculty meetings unless excused by the building principal.

D. Teachers shall not be required to report in advance of the regular reporting date for teachers according to the adopted school calendar, nor be required to remain after the regular closing date for school in June according to the school calendar, unless mutually agreed and compensated for, prorated on current contracted salary, unless otherwise indicated on Salary Schedule, Appendix, B-2.

E. In no case shall teachers be required to report for assigned work in excess of one hundred ninety days. Regular paid holidays included.

F. Elementary teachers shall be entitled to a duty-free uninterrupted lunch period, of at least 45 minutes, except in cases where special education class teachers have lunch and noon supervision as a part of their normally assigned duties.

G. A teacher engaged in negotiating for the Association with any representative of the Board or participating in any professional grievance proceedings shall be released from his regular duties without loss of pay, if such arrangements are mutually agreed upon.

H. The normal weekly teaching load in the junior and senior high schools will be 25 teaching periods and five preparation or conference periods, not to exceed five hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.

I. Elementary teachers will be provided one relief period, morning and afternoon, daily. Teachers will work with the principals for the implementation of such breaks.

The normal teaching load in the elementary schools will not exceed five hours and five minutes per day. The total hours of Kindergarten teachers' pupil teacher contact shall not exceed five hours and ten minutes per day.

The ten minute period created by the reduction in the student day shall be coupled with the twenty-five minutes after the regular student dismissal to provide thirty five minutes of planning time per day for each elementary teacher.

J. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at his regular hourly rate for a normal teaching day.

K. No departure from the norms set forth in this Article shall be made, except in case of emergency, without prior consultation with the Association and the teacher involved. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed with a grievance as herein set forth in the contract.

ARTICLE VI Teaching Conditions

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

A. The Board recognizes that appropriate text, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard test and questionnaires, and similar materials are the tools of the teaching profession.

Instructional materials used in the school district shall reflect the multi-ethnic nature of our society and shall evidence a sensitivity to prejudice, to stereotypes, and to materials offensive to any group.

The instructional materials centers existing within the district shall have the responsibility along with teachers for seeking multi-ethnic materials. These materials shall be of such a nature and variety that they will permit use in either elementary or secondary units.

The CACCI shall be charged with the responsibility of establishing a committee to investigate the areas of in-service training, screening and utilization of multi-ethnic materials and such other areas that may be considered appropriate to the implementation of this provision.

B. There should be a functioning, staffed library in each school to supplement and complement the required curriculum, and every effort shall be made to achieve this goal within the limitations of the budget and personnel available.

C. The Board agrees to make available to all teachers in each school typing, duplicating machines, and the necessary materials to aid them in the preparation of instructional material.

D. The Board shall make continuing efforts to provide adequate parking facilities for teachers except when substantial capital investment would be needed.

A place shall be provided in each school for loading and unloading materials and equipment near an exit.

E. Telephone facilities shall be made available to teachers for their reasonable use. Teachers are to pay for any toll calls. Telephones should be used at times when the use thereof does not interfere with the teaching assignment, except in case of an emergency.

If the call is confidential in nature, the Principal shall make a phone available that may be used privately.

F. The Board shall make available in each school lunchroom and lavatory facilities exclusively for the use of adult school personnel, and at least one room appropriately furnished for use as a faculty lounge in which smoking will be permitted, within the limitation of funds available and budgetary requirements.

Provisions for such facilities will be made in all future classroom buildings.

G. Teachers will not be required to work under what in the judgment of the administration are unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

H. The Board shall provide:

1. A separate desk for each classroom teacher in the district.
2. Closet space for teachers to store coats, overshoes, and personal articles.
3. Storage space in each classroom and/or building for instructional materials and art supplies within the limitation of the budget and funds available.

4. Copies, exclusively for each teacher's use, of all texts used in each of the subjects he is assigned to teach.

5. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibilities, when such has been requisitioned by the teacher or principal.

I. Bus supervision shall not be considered a part of the teacher's normal day. The Board agrees to employ non-certified people for this duty. However, in case of an emergency, the principal may assign teachers to bus supervision.

If bus supervision goes beyond the teachers' normal teaching day, they will be remunerated at the rate of \$5.00 per hour.

This does not pertain to Special Education classes.

J. To report student progress to the parents and to promote better communications between the school and home, parent-teacher conferences will be scheduled in each elementary school once each semester.

Three one-half days will be allotted for each semester's conferences for each teacher with enrollments up to and including thirty students. Extra school time, to be agreed upon by the teacher and the building principal, will be allowed for conferences for full-time kindergarten teachers and for any other teacher with an enrollment of more than thirty.

Conferences should be scheduled for approximately 15 minutes with a five minute interval between each conference.

K. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. The Board agrees to work through the central administration and building principals to reach recommended standards in class size and to negotiate further with the Association with respect to such achievement in the event that additional income becomes available to the Board which can be used toward such achievement. The following should be considered recommended standards:

1. Elementary

Pupil Teacher Ratio

Kindergarten

22-25

First-Second Grade

22-25

Third-Sixth Grade

25-30

Combination Room

22-25

2. Secondary

English	
Social Studies	
General Education	
Mathematics	25-30
Science	
Language	
Hygiene	
Physical Education	40-50
Business Education	
Home Economics	
Industrial Arts	
Vocational Shops	
Music	determined by nature of the program and learning stations available.
Art	

If transfers cannot be made to reduce class size, an aide would be provided if the teacher requests same when class size exceeds the following:

1. 30 in elementary classes K-6.
2. 25 in elementary combination classes.

In working to achieve these goals, priorities should be given to classes in K-3. The above statements are not intended to discourage the search for methods of lowering the cost of quality education. To that end both parties agree to test well-developed proposals that call for large and/or small group instruction and to adjust the recommended class sizes when the evaluative data supports such action.

L. Teacher record days are to be reserved solely for working on records and/or teaching materials, unless otherwise mutually agreed by the Board and the Association. Teachers shall report at the regular established time for teachers and shall not leave the building until the established time for the end of the teacher's day. Sixty (60) minutes shall be given each teacher for lunch during which time teachers may leave the building.

M. Elementary art, physical education, and vocal music teachers shall teach classes for five hours and five minutes per school day. Travel time necessary within buildings and between buildings may be deducted from that five hours and five minutes. Generally, one-half ($\frac{1}{2}$) hour sessions will be scheduled for vocal music and physical education and one hour for art.

N. Teachers shall at no time leave a class of students unattended, except in case of an extreme emergency. A class shall be considered attended when arrangements have been made with a nearby teacher to check on his students.

O. Teachers recognize a responsibility to their students and the performance of duties that involve the expenditure of time beyond the teacher's normal day.

Therefore, teachers shall perform such duties as shall be assigned to them by their supervisors, including after school building meetings, departmental meetings, and/or vertical coordination meetings, attend-

ance at evening meetings, open house, unless excused by the building principal or supervisor.

Preparation for and supervision of extra curricular student activities and functions shall be mutually agreed to by the teacher and his supervisor.

P. When in-service training programs are held and classes are dismissed, all teachers involved shall attend for the full time of the program and contribute to the work at hand. Teachers shall be excused by 4:00 PM excluding regular dismissal time on Friday and day preceeding a holiday. Only in case of an extreme emergency will teachers be excused from attending such programs, and this must be with permission of the building principal.

Q. All teachers shall be required to prepare and keep up-to-date records of their students' progress, seating charts, lesson plans, and such other necessary records. Cumulative Records shall be kept up-to-date with such pertinent information as grades, attendance, test scores, conference reports, school background, and health records.

R. In the event that the Board becomes involved in a performance contract, the Association shall be involved in the planning, implementing and evaluating of such program.

S. Teachers shall not be expected to collect milk, lunch or picture money.

ARTICLE VII

Special Student Program

A. The parties recognize that children having physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher and other students. Teachers believing that such students are assigned to their classroom may identify these children as students who have physical, mental or emotional problems to the building principal. In this event the child will be referred to a certified diagnostician for diagnosis and positive recommendations as to future placement and a positive environment. Special attention should be given to reducing class size where students with physical, mental or emotional problems are placed in the regular classroom. A reduction should be made at the ratio of 2 for 1 below the recommended standards.

B. The parties, to assist the teacher, will cooperate to increase the psychological and achievement testing program, to add at least one school psychologist to the schools of the district, to employ additional school social workers, and to correlate their activities with the regular classroom activities of the teacher so as to better meet the needs of special students in the schools, providing funds are available and qualified personnel are available for such positions.

C. In order to make more provision for children who need help in reading, but who do not fall into the special education category, additional reading teachers *shall* be employed providing state and/or federal funds become available and qualified personnel is available for such positions. Teachers will not be moved from regular classrooms to fill such positions unless a fully certified and qualified replacement is available.

Remedial reading help should begin as soon as possible after it has been determined that the child is at least six months below grade level in reading.

ARTICLE VIII

Department Chairmen

A. Department chairmen at the Senior High School will be appointed by the building principal after conferring with all teachers of the department.

The department chairmen shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers and the school administration. Such chairmen shall not be considered supervisory employees.

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

2 to 3 teachers in department—no coordination period.

4 to 12 teachers in department—one coordination period.

13 to 25 teachers in department—two coordination periods.

ARTICLE IX

Professional Qualifications and Assignments

A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university and a provisional or permanent certificate from the State of Michigan until after August 1st of the school year and then only in case of absolute necessity and the Association will be notified in each instance.

B. The employment of a teacher whose certification is based on the Full Year Permit will not take place before August 1st of the school year, and then only in case of absolute necessity. The Association will be notified in each instance, and the Board will indicate the extent to which it endeavored to fill the position with a fully qualified and certificated person. The individual contract shall provide for immediate termination in the event a person with a valid provisional or permanent certificate can be employed.

C. A person with a bachelor's degree who is eligible for the Michigan Substitute Permit shall be employed only in cases of absolute necessity and where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person. In no event will such a person be employed in a regular full-time position for more than a day-to-day basis.

Persons with less than a bachelor's degree who are eligible only for the Michigan Substitute Permit shall only be employed by the Board on a day-to-day basis and for no more than ninety days per school year.

D. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause. The Association shall be notified of each instance,

and shall be provided with a written statement of reasons for such assignment. Temporary shall be defined for purposes of this article as not to extend beyond the current semester.

E. All teachers, except newly appointed teachers, shall be given written notice of their schedules and/or assignments for the forthcoming year no later than July 1 preceding the starting of a new school year.

In the event that changes in such assignments or schedules are necessary, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' assignments or schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be so notified in each instance. This does not apply to itinerant teachers.

F. Any assignment in addition to the normal teaching schedule during the school year shall not be obligatory, but shall be with the consent of the teacher affected. Preference in making such assignments will be given to teachers regularly employed who apply and meet the desired qualifications.

G. The Board and the Association, in recognition of the desirability of multiethnic representation on the teaching faculty, hereby declare a policy of actively seeking qualified, competent personnel.

H. In order to have the most qualified teaching staff possible, teachers will notify the Board in writing as early as possible if they plan to leave the school system at the end of the school year.

I. Teachers realizing their responsibility to students will not ask to be released from their contract except in case of necessity. They will not ask to be released prior to the end of the school year in order to take care of a matter that is personal in nature except in case of an emergency.

ARTICLE X

Vacancies, Promotions, Transfers

A. The Superintendent of Schools has the sole right to assign staff members to positions for which they are qualified within the school district.

B. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Requests by a teacher for a transfer to a different assignment shall be made in writing, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association.

The application shall set forth the reasons for such a request, the building, grade, or position sought, and the applicant's academic qualifications. Each applicant shall receive a written answer as to his success or failure when applying for a transfer.

C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent, in his reasonable judgment, so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year at which time the position will be considered

vacant. The administration should not move teachers during the school year except in an emergency. The Association will be notified of any such cases.

D. The Board declares its support of a policy of filling teaching vacancies from within its own teaching staff. Whenever any vacancy arises, the Superintendent or his designee shall promptly post notice of same on a bulletin board in each school building for no less than five school days before the position is filled. The posted notice will be sent to the Association president and the Association representatives in each building. Vacancies will be filled on the basis of the experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors.

Any new teaching position shall be posted with accompanying job description. An applicant with less service in the district shall not be awarded the position unless his qualifications shall be substantially superior in the judgment of the Superintendent. An involuntary transfer will be made only in case of emergency, to prevent undue disruption of the instructional program or if the Superintendent determines it is for the best interest of the school system. The Superintendent shall notify the affected teacher and the Association of the reason for such transfer. If the teacher objects to such transfer for the reasons given, he shall accept such assignment and file a grievance.

E. Any teacher who shall be transferred to or hired for an administrative or executive position and shall later return to or be assigned a teacher status shall be entitled to such rights as he may have had or would have had under this agreement had he not been hired for or transferred to such a supervisory or executive status.

F. Administrative Positions

The Board and the Association mutually agree on the wisdom of promotions from within its own teaching staff to administrative positions. The Board agrees to give preference to applicants from the staff when qualifications and general ability seem, in the opinion of the administration, to be equal to outside applicants. It is agreed that final selection of administrators remains the responsibility of the Board.

No new administrator with the rank of Principal or above shall be employed by the Board for a regular assignment who does not have at least a Master's Degree from an accredited college or university in his major area of responsibility.

A teacher is encouraged to file a letter, prior to posting, with the School Personnel Office indicating the transfer or type of administrative position to which he aspires.

ARTICLE XI **Illness or Disability**

A. At the beginning of each school year each full time teacher shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by

1. Personal illness or quarantine
2. Illness in the immediate family*

3. Death in the family other than immediate family as defined (maximum five days)
4. Marriage of an employee or of a child of an employee (maximum of two days)
5. Personal Business (two)

*Immediate Family Definition:

“Immediate family” means current spouse, child, parent, foster parent, grandparent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law and any other person for whose financial or physical care he is solely responsible.

The unused portion of such allowance shall accumulate from year to year without limitation. The Board shall furnish a written statement at the beginning of each school year setting forth the total of accumulated days of sick leave accrued by September of each school year.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall upon request be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the school year. Upon request the leave may be renewed for one year.

C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen’s Compensation Law shall receive from the Board the difference between the allowance under the Workmen’s Compensation Law and his regular salary for the duration of the illness, not to exceed six (6) months or 120 working days, with no subtraction of sick leave.

D. The Board may request proof of illness from a physician if sick leave is claimed preceding or following a vacation period.

E. Each teacher may voluntarily join the sick leave bank during the month of September by contributing one day of his accumulated sick leave to the bank. It shall be the duty of the Association to handle enrollment in the sick leave bank and to notify the Business Office of enrollees.

The days contributed to the bank shall be cumulative. Should the number of days in the bank fall below 100, each member of the bank shall be assessed an additional day by the Association.

Teachers who join the bank may withdraw up to sixty (60) teaching days for extended illness or disability upon receipt by the Association of a doctor’s certificate and their written request when their accumulated sick leave and the days available under Article XII, Section G are exhausted.

Teachers hired after the opening day of school shall have one month from their date of employment to join the bank.

ARTICLE XII

Professional, Personal, and Association Leave

A. At the beginning of each school year each teacher may have two (2) days of the (12) days sick leave for business per year. These days are deducted from sick leave.

New employees cannot use business days until after six months of employment in the district.

Business days may not be granted immediately before or after holidays or vacations. Request for business days must be in writing and have the approval of the building principal and the Assistant Superintendent for Personnel. Such request must be made at least one week before intended date of absence. Emergency request will be given consideration and granted as soon as possible.

It is understood that business days are to be used for those activities which cannot normally be taken care of after regular school hours. The Assistant Superintendent for Personnel may ask the reason for such request.

B. Professional business days are entirely separate from sick leave. They are not deductible from allowed or accumulated sick leave when approved by the administration.

C. A teacher called to give testimony before any judicial or administrative tribunal for school purposes shall be compensated for the difference between the teaching pay and pay received for the performance of such obligation. The teacher must submit evidence to the business office of the amount paid for such duty.

D. At the beginning of each school year the Association shall be credited with twenty-five days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board or its designee no less than forty-eight hours prior to the date for intended use of said leave.

In the event a teacher is paid for attendance at any such meetings, said teacher will receive in pay for such days the difference between the amount received and the teacher's regular daily pay.

E. Leave of absence with one-half pay may be granted upon application and with Board approval for the following purposes:

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, travel which will improve the teacher's ability to teach.
2. To qualify for such sabbatical leave a teacher must hold a permanent or life teaching certificate.
3. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract and may be paid his insurance benefits, and one-half his full salary, provided however, the Board shall not be held liable for death or injuries sustained by any teacher while 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 his

teaching position or to a position 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 a period shall be allowed.

F. Leave of absence with pay, not chargeable against a teacher's sick leave allowance, shall be granted for the following reasons:

1. A maximum of three days per school year for each death in the immediate family. Any additional time will be deducted from sick leave or pay at the teacher's option.
2. Teachers who are called for jury service shall receive the difference between their regular pay and the compensation paid to them for such jury service, providing it is a teaching day. The summons is to be sent to the pay roll office along with the evidence of amount paid when jury service is completed.
3. Court appearance as a witness in any case connected with the teacher's employment or the school.
4. Time necessary to take the selective service physical examination.
5. The president of the Association may leave his assigned building during his conference or planning period to conduct the negotiating unit's business without loss of pay or other benefits. He shall be granted one hour per day or its equivalent in released time for Association business as arranged with Supervisor. The Association shall pay for a substitute if necessary.

G. If a continuous absence under sick leave extends beyond an employee's accumulated sick leave days during a school year, the teacher shall be granted full compensation, less the pay for a substitute for twenty (20) additional days.

ARTICLE XIII

Unpaid Leaves of Absence

A. A leave of absence of up to one year may be granted to any teacher, upon 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, Teachers' Corps, or Job Corps as a full-time participant in such program; or cultural travel related to, or work program related to, his teaching responsibilities; provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. Upon request an additional year may be granted.

B. Leave of absence without pay shall be granted upon application and with Board approval for the following purposes:

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

2. Study to meet eligibility requirements for license other than held by the teacher, except for people who do not hold a provisional certificate.
3. Study, research, or special teaching assignment involving probable advantage to the school system.
4. While serving as an officer in the State or National Education Association.

Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. The regular salary increment occurring during such a period shall be allowed. Upon request an additional year may be granted.

C. A teacher who enters the military service by draft or enlistment shall be granted a leave of absence without pay for that purpose and at the conclusion of such leave shall be reinstated at the same position on the salary schedule as he would have been had he taught in the district during this period.

D. A leave of absence of up to one year may be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

E. A leave of absence not to exceed four years may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. No experience credit shall be granted for this leave of absence.

F. A maternity leave of up to twelve months without pay shall be granted to a tenure teacher; such leave shall commence not later than the end of the sixth month of pregnancy.

1. Except when the date falls within one school month of the end of the semester, or
2. Except when such pregnancy adversely affects the work and/or attendance of the teacher prior to the end of the sixth month of pregnancy, in which event such teacher shall be required to start maternity leave at such earlier date.

A teacher on maternity leave shall be reemployed at the beginning of the first regular semester of the school year following such leave. However, such teacher must give the administration written notification of intent to so return at least by April first immediately preceding the start of such semester and if required by the administration must present a medical report from a qualified physician certifying she is physically able to so return.

If the pregnancy is interrupted or the child dies, the leave of absence shall be terminated with supporting evidence of good health by a recognized physician.

The teacher will be reemployed in her former position if it is available or in another position providing there is a vacancy for which she is qualified.

G. Willful violation of any of the provisions relating to leaves of

absence by any employee, or the willful making of a false report regarding any type of leave, shall subject the employee committing such violation, or making such false report, to disciplinary action by the Superintendent of Schools and shall constitute a cause for suspension without pay for a period not to exceed five (5) days.

ARTICLE XIV **Academic Freedom**

A. In educating young people, the parties seek to inspire in them an inquiring mind and respect for truth, a recognition of individual freedom, social responsibility, and the democratic tradition, an understanding and respect for the Constitution, Bill of Rights, and the law, and an appreciation of individual personality. The parties recognize that these aims can best be accomplished in, and will work together to create and preserve, an atmosphere which is free from censorship and artificial restraints and in which academic freedom for teacher and student is encouraged.

B. Other than accepted standards of professional behavior and responsibility, as set forth in the Code of Ethics of the Education Profession attached as Appendix III, and the competent fulfillment of its approved curriculum guides, the Board shall place no limitations on Personnel with respect to their study, investigation, presentation or interpretation of facts or ideas concerning man, society, government, the arts and sciences, the physical and biological world, or other areas of learning, and shall encourage freedom of individual conscience, association and expression.

ARTICLE XV **Teacher Evaluation and Program**

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least twice during the school year; two months following the teacher's commencement of service, and again at the beginning of the second semester of each probationary year. Tenure teachers shall be evaluated at least once every two years. Teachers whose services are being considered for termination under provisions of the tenure act shall receive a registered letter of notification and statement of charges from the superintendent and advised of their rights under the tenure act for a hearing and appeal. Probationary teachers whose services are being terminated will be notified sixty days before the end of the school year. The Association shall receive a copy of such notification.

B. Evaluations of tenure teachers shall only be conducted by a building principal or assistant principal and/or other full-time administrator.

Evaluations of probationary teachers shall be conducted by a building principal or assistant principal and/or by at least one other full-time administrator.

All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. No record of classroom procedures shall be made by mechanical or other means without the expressed permission of the teacher.

C. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten days thereafter; one to be signed indicating full knowledge of its content and returned to the administration, the other to be retained by the teacher. In the event the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file. Adverse evaluations of a teacher's performance shall be subject to the grievance procedure. All evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association.

D. A "helping teacher" shall be assigned to every probationary teacher upon entrance of the teacher into the system. The helping teacher, insofar as possible, shall be a tenure teacher with a minimum of five 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 helping teacher to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. The helping teacher shall not be involved in the evaluation of the probationary teacher.

E. No later than February 15th of each probationary year, the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher and the Association. The report shall not contain any information not previously made known to and discussed with the probationary teacher, and the teacher shall have an opportunity to submit additional information to the superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association. All evaluations and response thereto shall be admissible if a grievance is instituted.

F. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The following minimum items of information will be available in the personnel office:

- Annual TB report and required medical information
- All teacher evaluation reports
- Teacher certificate
- A transcript of academic records
- Tenure recommendation

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

ARTICLE XVI

Professional Behavior

A. Teachers are expected to comply with reasonable rules, regulations, and directions which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school buildings. The Board or its designee, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teachers.

D. No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in compensation or advantage shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association. No information from a teacher's personnel file or correspondence involving any teacher or teachers shall be released without the written consent of the teacher.

E. At no time shall a member of the Board of Education, the school administration, or a member of the teaching staff verbally attack one another in public or in the presence of his peers in such a manner that is either demeaning or belittling.

ARTICLE XVII

Professional Improvement

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel related to the teaching field, and participation in community educational projects.

B. Teachers who desire to attend selected professional conferences and who have received the approval of the administration, will be paid

actual reasonable expenses for travel if by public conveyance, meals, lodging, and registration fees when bills are submitted to the business office for payment. If a teacher uses his own car, he will be paid at the established mileage rate for the district.

When two or more teachers are attending the same meeting, travel expense will be allowed for only one (1) car unless there are unusual circumstances in the judgment of the administration.

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 conferences.

ARTICLE XVIII **Maintenance of Standards**

A. All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.

B. The duties and/or responsibilities of any teacher in the bargaining unit will not be substantially altered or increased without first consulting with the Association as to the need for such alterations.

ARTICLE XIX **Reductions in Personnel and Annexation or Other Reorganization of the District**

A. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the number of students enrolled in the school district or there is a substantial decrease in the revenues of the school district.

C. Before the Board makes any necessary reduction in personnel it will consult with the Association on the effects of such reductions.

The Board will use the following criteria in making personnel reductions when necessary in the order listed:

1. Non-Degree personnel without a Life Certificate.
2. Degreed personnel who do not have a Provisional or Permanent Certificate.
3. Personnel who have passed age 65 who are on a one-year extension contract. Age will be used as the factor, oldest person being released first.
4. Probationary teachers in the following order:
 - Third Year Probation
 - First Year Probation
 - Second Year Probation

5. Non-Degree Life Certificated Personnel.

6. Provisional Certificated Personnel.

The above criteria will be applied to all teachers in the school district.

Reemployment criteria will be in the reverse order as used to reduce personnel.

The Association will be consulted if any deviations from the criteria are followed.

The following criteria will be used for the transfer of teachers after reductions in personnel have been made. A point system will be used. Points for the criteria are listed.

Tenure	12
Permanent Certificate	11
Provisional Certificate	10
Specialist Degree	9
Masters Degree plus 15 hrs.	8
Masters Degree	7
A.B. Degree plus 15 hrs.	6
A.B. Degree	5
Length of time in system	4
Length of time in grade, subject, department	3
Total years of teaching	2
Length of time in a building	1

All teachers in a grade, subject area or department in the system are to be considered in making transfers due to a reduction in staff.

Teachers who have been transferred to another position because of staff reductions shall have priority to return to their original position if they so request.

ARTICLE XX

Continuity of Operations

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instruction program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing 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 accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

B. The Board agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise

prevented by act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

ARTICLE XXI **School Calendar**

A. The parties agree that all aspects of the school calendar are negotiable, including, but not limited to, length of the school year, and further agree that for the term of this agreement, the school calendar shall be as set forth in Appendix C-2. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. This mutual agreement may take place after the fact in case of emergency conditions.

ARTICLE XXII **Professional Compensation**

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B-1 — B-4 which are attached to and incorporated in this Agreement. Such salary schedules are to be negotiated for each year of this contract.

B. All teachers shall be given up to and including eight (8) years credit on the salary schedule set forth in Appendix B for teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency.

C. Effective June 1, 1972, the Board will contribute an amount up to \$48 per month toward purchase of Full Family or Employee and Dependent Children or Employee and Spouse or Employee only insurance. Payment will have been made by the Board in May, 1972.

Effective July 1, 1972 the Board will contribute up to \$50.50 per month for purchase of Full Family insurance.

The plan will be M.E.S.S.A. Super Medical, or M.E.A. Basic and Major Medical for those who wish to retain this coverage.

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 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 member of the family. In the event an employee's spouse is employed by someone other than the Board and his or her employer provides comparable health insurance coverage, up to and including Full Family coverage entirely paid for by that employer, the Board shall be relieved of any liability for the purchase of health insurance.

It is further agreed that the Board will provide for those not choosing one of the above, a maximum contribution of \$15 per month toward the purchase of the option plans available through M.E.S.S.A. as follows:

Long Term Disability
Accidental Death and Dismemberment

\$10/\$20 Hospital supplement
Additional Life Insurance
Additional Dependent Life Insurance
Loss of Time (Income Protection)

An open enrollment period of not less than (5) five working days shall be provided not later than (3) three working days following ratification by both parties.

It shall be the responsibility of the employee to inform the Board of Education of any changes in his status that may effect his insurance status.

Employees being terminated or no longer receiving payroll checks have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

Paid hospitalization coverage shall cease upon termination of employment or termination of active service prior to an unpaid leave of absence.

D. A teacher's hourly rate is to be determined by dividing his regular salary by the number of hours he teaches per day times the number of days for which he is contracted. A regular full-time teacher's day shall consist of six (6) hours for pay purposes.

E. In the event it is necessary for any teacher to use his own automobile in pursuance of assigned school duties, he shall be reimbursed at the rate of twelve cents per mile from his home school. Teachers who qualify for travel allowance should turn in a monthly statement by the first Monday of the month.

F. The Board shall provide automobile liability insurance protection for teachers over and above the owner's liability insurance when their personal automobiles are used as provided in this section.

G. Teachers involved in voluntary extra duty assignments as set forth in Appendix B-2 which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.

H. A teacher holding a Special Education Certificate, assigned and teaching a Special Education class, presently employed or newly hired by the district shall receive in addition to his regular salary five hundred dollars (\$500.00) yearly.

I. Checks will be issued to all certified employees on a twenty-six (26) pay basis. The amount to cover the 21st to 26th checks will be issued as the final pay check at the end of the teacher's school year if a written notice, signed by the teacher, is submitted to the business office thirty (30) days before the close of the teacher's school year unless otherwise mutually agreed.

Any teacher newly employed during the second semester will be placed on a pay-to-date basis.

ARTICLE XXIII

Special and Student Teaching Assignments

A. Assignments for Adult Education, Driver Education, and Summer School programs will be made by the Board on the basis of preference to properly qualified tenure teachers possessing permanent teaching certificates regularly employed in the district during the regular school year and who apply for such positions. No teacher shall be required to work a split shift or teach less than two hours in any summer program unless agreed to by the teacher employed. Teachers shall be compensated for teaching in any such programs at the rate as set by schedule B-2.

B. The Board hopes at all times to have an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

It shall be the responsibility of the teacher to call the school, before the close of the students' school day, the day preceding his return in order that the substitute can be released. Failure to call and release the substitute shall result in the regular teacher losing a day's pay.

Teachers are not to employ substitute teachers directly under any circumstances.

C. Supervisory teachers of student teachers shall be tenured teachers possessing a minimum of a Bachelor's Degree in academic preparation who voluntarily accept the assignment.

ARTICLE XXIV

Student Discipline and Teacher Protection

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom. 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 refer the student to the building principal.

Discipline matters which the teacher feels require the enforcement of the Discipline Code should be referred to the building principal in a manner consistent with the Discipline Code.

B. It is recognized that 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 most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

C. A teacher may exclude a pupil from class temporarily when the grossness of the offense, the persistence of the misbehavior, or the dis-

ruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The teacher must send the pupil to the principal's office. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. As promptly as the principal's schedule will allow after receipt of the written statement, the principal will present to the teacher in writing a statement as to what action has been taken to prevent a recurrence of the situation which led to the removal of the student.

D. Procedure for suspension of students from school shall be distributed to students, teachers, and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the teacher, the child, and his parents when warranted.

E. Any case of verbal, attempted or actual physical assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his 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 by law enforcement and judicial authorities.

F. If any teacher is complained against or sued in connection with his professional employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

In the event civil and/or criminal proceedings are brought against a teacher in the course of his employment and the teacher is ultimately exonerated, the District will reimburse the teacher for legal counsel fees expended in an amount not to exceed the sum recommended as the minimum fee by the Berrien County Bar Association. The teacher shall furnish the District with a statement from his legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or from any other source.

This section refers only to the Board's supplying legal counsel to the teacher under these circumstances and in no way interferes with the Board's rights to take appropriate action against a teacher guilty of wrong doing as determined by the courts.

G. Time lost by a teacher in connection with any incident mentioned within the limitations of this Article shall not be charged against the teacher.

H. The Board will reimburse teachers for any damage or destruction of clothing or personal property, not including vehicles, not due to negligence on the part of a teacher, not covered by other insurance in connection with any incident mentioned in this Article.

I. Upon any complaint by a parent of a student directed toward a teacher, no notice thereof shall be included in said teacher's personnel file nor shall action be taken unless promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

J. 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.

K. Any teacher, principal or superintendent may use such physical force within reason as is necessary on the person of any pupil for the purpose of maintaining proper discipline over the pupils in attendance at any school.

After every case of corporal punishment a written report must be kept on file in the principal's office so that it is available upon request. In every case of corporal punishment a witness must be present. The witness must sign the written report or submit his own report.

ARTICLE XXV

Coordinating Advisory Council on Curriculum and Instruction

A. A Coordinating Advisory Council on Curriculum and Instruction shall be established for the purpose of studying, planning, designing, evaluating and coordinating, the development and improvement of curriculum and instruction in the Benton Harbor Area Schools. In addition, this council would be responsible for exchanging information between schools; for recommending curriculum and instructional policies to local units where uniformity is desired; for organizing meaningful in-service educational programs; and for preparing for the administration, recommendations bearing on instructional and curriculum problems and issues.

B. It is understood and agreed by the parties hereto that the election of teacher representation to the Coordinating Advisory Council, as set forth in the current Teacher Contract, shall be as follows:

1. The teachers shall elect one representative from each unit to represent all teachers in that unit and two representatives from the high school.
2. All regular certified teachers in each building shall be eligible to vote.
3. Nomination of candidates for election shall be made by the Association or any individual teacher.
4. In the event there are three or more candidates, none of whom receives a majority of the votes cast, there shall be a run-off election between the top two.
5. The candidate receiving a majority of the votes cast shall be elected.
6. In the event of a tie vote, there shall be a second election.
7. All elections shall be by secret ballot conducted by the Association.
8. The administration shall advise all principals, assistant principals, and/or other administrators that they shall not, verbally or in writing, privately or publicly, seek to influence the nomination or election of teacher representatives to the Council.

ARTICLE XXVI

Coordinating Advisory Council on Human Relations

A. A Coordinating Advisory Council on Human Relations shall be established for the purpose of studying, planning, designing, evaluating

and coordinating the development and improvement of Human Relations in the Benton Harbor Area Schools. In addition, this council would be responsible for exchanging information between schools; for organizing in-service education programs; and preparing for the administration, recommendations bearing on Human Relations problems and issues.

B. The Council should be broadly representative of all certified staff and by the community who would be affected by its decisions and recommendations.

C. It is understood and agreed by the parties hereto that the election of teacher representation to the Coordinating Advisory Council, as set forth in the current Teacher Contract, shall be as follows:

1. The teachers shall elect one representative from each unit to represent all teachers in that unit and two representatives from the high school.
2. All regular certified teachers in each building shall be eligible to vote.
3. Nomination of candidates for election shall be made by the Association or any individual teacher.
4. In the event there are three or more candidates, none of whom receives a majority of the votes cast, there shall be a run-off election between the top two.
5. The candidate receiving a majority of the votes cast shall be elected.
6. In the event of a tie vote, there shall be a second election.
7. All elections shall be by secret ballot conducted by the Association.
8. The administration shall advise all principals, assistant principals, and/or other administrators that they shall not, verbally or in writing, privately or publicly, seek to influence the nomination or election of teacher representatives to the Council.
9. No present member of the Coordinating Advisory Council on Curriculum and Instruction is eligible for membership on this Council.

ARTICLE XXVII

Professional Grievance Procedure

A. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this agreement or the reasonableness of any rule or regulation related to wages, hours or working conditions.

B. In the event a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal within fifteen (15) working days after the occurrence of the event upon which it is based. The teacher shall be entitled to have an Association representative present during such discussion. In the event the teacher chooses to have an Association representative present, the principal shall be entitled to have present a member of the administrative staff.

Step 1:

If as a result of the informal discussion with the building principal, a

grievance still exists to be further processed hereunder, 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 teachers or by the Association representative, and must be presented to the building principal concerned with the problem within five (5) working days after the oral conference referred to above. The building principal shall give the aggrieved teacher a written answer within five (5) working days after receipt of the written grievance and give a copy thereof to the chairman of the Association's grievance committee.

Step 2:

If the aggrieved teacher desires to appeal the decision of the principal either he or the chairman of the Association's grievance committee shall notify the superintendent, in writing, of the desire to appeal within seven (7) working days after receipt of the principal's answer. The Superintendent and the administration's grievance committee shall meet with the Association's grievance committee within ten (10) working days after receipt by the superintendent of the written notice of appeal. The superintendent shall prepare the written second step answer and give one (1) copy thereof to the aggrieved teacher and one (1) copy to the chairman of the Association's grievance committee within ten (10) working days after such meeting.

Step 3:

In the event the grievance is not resolved by the second step, the matter may be appealed to the Board of Education providing a written notice of such appeal by the aggrieved teacher or chairman of the Association's grievance committee is presented to the secretary of the Board of Education within twenty (20) working days after receipt of the second step answer. If such appeal is taken, the Board of Education in executive session, or a committee of members and/or its designated representative, shall meet with the Association's grievance committee to attempt to resolve the grievance within ten (10) working days after receipt of the notice of appeal to this step. A copy of the Board's disposition of the grievance shall be given to the Association and the teacher involved within ten (10) working days after such meeting.

Step 4:

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, providing such submission is made within thirty (30) calendar days after receipt by the Association of the Board of Education's Third Step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall 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.

C. The time limits at any step of the grievance procedure may be extended by mutual agreement. In the event a grievance is not appealed from one step 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 a grievance is not answered at any step of the grievance procedure within the specified time limit, the grievance may, at the discretion of the Association, be advanced to the next step.

In the event a grievance is filed after May 15th 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.

D. 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 Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, including mediation, on his own behalf or on behalf of the Association, with any representative of the Board, shall be released from assigned duties, for the period necessary, without loss of salary.

E. If a grievance involves a group or class of teachers under more than one (1) administrator or supervisor, it shall be initiated at the second step of the grievance procedure.

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

G. 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 Association's Grievance Committee or any other participant in the grievance procedure by reason of such participation.

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

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

J. The form for filing a grievance is annexed Appendix C of this Agreement.

ARTICLE XXVIII **Negotiation Procedures**

A. 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 limited to an agenda proposed in advance by the Chairman of the Association's Committee and the chairman for the Board's Committee, unless mutually agreed otherwise.

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

B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement, except as noted.

C. The Association shall designate a teacher in each building as Association Representative (A.R.). The Building Principal and the Association Representative should meet at least once each month for the purpose of reviewing the content of this Agreement and to resolve problems which may arise. These meetings should in no way interfere with the teacher's classroom obligations.

D. Between March 1st and March 15th of the calendar year in which this Agreement expires the Board agrees to initiate negotiations with the Association over a Successor Agreement. Such negotiations will include, but not be limited to, the subjects covered by this Agreement. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Board and the Association.

E. This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. The Board agrees not to negotiate with any teacher's organization other than that designated as the representative pursuant to Act 379 Public Acts of 1965.

F. All negotiation meetings will be held after regular school hours for teachers, unless approval is granted by the Board to hold meetings during the school day. Teachers so engaged shall be released from regular duties without loss of pay.

G. Neither party in negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

There shall be three signed copies of the final agreement for the purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE XXIX

Miscellaneous Provisions

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during the duration, shall be controlling. Neither the Board nor the Administration shall solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.

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

All teachers covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copywritten or sold by the district.

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 to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Copies of this Agreement titled "Professional Agreement between the Benton Harbor Area Schools and the Benton Harbor Education Association, M.E.A. — N.E.A.", shall be printed at the expense of the Board within 30 days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board unless conditions will not permit. Further, that the Board shall furnish 100 copies of the Master Agreement to the Association for its use.

F. Substitutes will be paid twenty-five dollars (\$25.00) per day. If a regular teacher agrees to serve when a substitute is not available, he will be paid \$5.00 per class period, but in no event shall any regular teacher substitute more than one class period per day.

When a substitute teacher teaches ten (10) days consecutively in one position, on the eleventh day in that position he shall be placed on the salary schedule for which he is qualified with salary according to the salary schedule retroactive to the first day.

G. At the beginning of each school year the principal of every building, that does not have an assistant principal shall, with the consent of the teacher concerned, appoint an assistant to the principal. Only tenure teachers shall be appointed to this position.

This person shall have full authority to become acting principal during any absence of the principal from his building.

When the principal is in another building, the assistant to the principal shall act as principal, but not be relieved from his teaching duties except in the event of an emergency. The assistant to the principal shall be relieved of his teaching duties in the event the principal is absent from the school district. The assistant to the principal shall be relieved of his teaching duties at other times as directed by the building principal.

The assistant to the principal shall have written instructions of his duties and responsibilities. Any teacher serving as assistant to the principal shall have a substitute provided when necessary and be reim-

bursed at the rate of five dollars (\$5.00) per hour for time spent beyond his regular school day.

H. A teacher who reaches the age of sixty-five (65) years shall not be given a tenure contract the year following his birthday or any subsequent year.

Any employee who reaches the retirement age of sixty-five (65) and who wishes to continue in employment may make a written request for re-employment to the Superintendent of Schools by no later than March 15 of the current school year.

Such teachers may be rehired on a yearly contract basis.

I. The District Personnel Directory, when published, shall include a listing of association officers and chairmen of standing committees.

An asterisk shall be placed in front of the name of each Benton Harbor Education Association Building Representative in the building-faculty list. This indication shall be explained in the directory.

ARTICLE XXX Duration of Agreement

This Agreement entered into this first day of May, 1972, shall be in effect as of May 1, 1972 and shall continue in effect until August 15, 1973.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless otherwise agreed.

EDUCATION ASSOCIATION

By Alan W. Betz
Its President

By Mary E. Jackson
Its Immediate Past President

By Frances Shuck
Its Secretary

By Stanley W. Miller Jr.
Negotiating Committeeman

By William C. Gray
Negotiating Committeeman

By R. Brame
Negotiating Committeeman

By Jean B. Stefan
Negotiating Committeeman

By Catherine N. Fuller
Negotiating Committeeman

By Louis J. Tallis
Negotiating Committeeman

By Margaret J. Browning
Negotiating Committeeman

By Claude E. Hines
Negotiating Committeeman

BOARD OF EDUCATION

By Oliver Rector
Its President

By Sarahy A. Blakeslee
Its Secretary

By John W. Payne
Chairman, Negotiating
Committee

APPENDIX B-1

BENTON HARBOR AREA SCHOOLS

400 Pipestone Street
Benton Harbor, Michigan

1972-73 TEACHERS SALARY SCHEDULE Provisional—Permanent—Degree Life Certificates

Exp.	Index	AB Degree		AB Degree + 15 Sem. Hrs.		MA Degree		MA Degree + 15 Sem. Hrs.		Ed. S. Ed. D. PHD	
		Index	Grad. Cred.	Index	Grad. Cred.	Index	Grad. Cred.	Index	Grad. Cred.	Index	Grad. Cred.
0	1.00	8,065		1.04	8,388	1.08	8,710	1.12	9,033	1.16	9,355
1	1.04	8,388		1.08	8,710	1.12	9,033	1.16	9,355	1.20	9,678
2	1.12	9,033		1.16	9,355	1.20	9,678	1.24	10,001	1.28	10,323
3	1.18	9,517		1.22	9,839	1.26	10,162	1.30	10,485	1.34	10,807
4	1.24	10,001		1.28	10,323	1.32	10,646	1.36	10,968	1.40	11,291
5	1.30	10,485		1.34	10,807	1.38	11,130	1.42	11,452	1.46	11,775
6	1.36	10,968		1.40	11,291	1.44	11,614	1.48	11,936	1.52	12,259
7	1.42	11,452		1.46	11,775	1.50	12,098	1.54	12,420	1.58	12,743
8	1.48	11,936		1.52	12,259	1.56	12,581	1.60	12,904	1.64	13,227
9	1.54	12,420		1.58	12,743	1.62	13,065	1.66	13,388	1.70	13,711
10	1.60	12,904		1.64	13,227	1.68	13,549	1.72	13,872	1.76	14,194
11						1.74	14,033	1.78	14,356	1.82	14,678
12						1.80	14,517	1.84	14,840	1.88	15,162

Credit for up to 8 years previous experience is allowed.

SALARY SCHEDULE B-2

Extra Pay — Extra Duty

Position

Per Cent
A.B. Minimum

ATHLETIC—HIGH SCHOOL

Coordinator	22
Football-Basketball	
Head Coach-Varsity	19
Varsity Assistant	13
Head Coach-Jr. Varsity	13
Jr. Varsity Assistant	12
Head Coach-9th Grade	7
9th Grade Assistant	5
Baseball-Track	
Head Coach-Varsity	8
Varsity Assistant	6
Head Coach-Jr. Varsity	5
Jr. Varsity Assistant	4
Wrestling	8
Golf-Tennis-Cross Country (One Coach, each sport)	4
Equipment Manager	7
Equipment Manager-Assistant	6

ATHLETIC—GRADE 7-8

Coordinator and Equipment Manager	4
Football	4
Basketball	4
Track	4

OTHER—NON-ATHLETIC

Guidance Coordinator-High School	12
Guidance Personnel—(two extra weeks)	7
Librarians—(two extra weeks)	7
Cheerleader Advisor—High School	6
Cheerleader Advisor—Grade 7-8	3
Dramatics Advisor—High School	7
Yearbook Advisor—High School	10
Student Council Advisor—High School	5
Student Council Advisor—7th-8th	4
Instrumental Music—High School	7
Instrumental Music Assistant (one extra week)	4
Distributive Ed. (two extra weeks)	7
Office Practice Coordinator (two extra weeks)	7
Adult Night School Teachers and Counselors, Summer School Teachers	0.001 Per Cent*

* This figure may be re-negotiated by mutual consent when program funds are not sufficient.

SALARY SCHEDULE B-3

BENTON HARBOR AREA SCHOOLS

400 Pipestone Street

Benton Harbor, Michigan

VOCATIONAL EDUCATION TEACHERS SALARY SCHEDULE

B.A. Base \$8,065—1972-73

Vocal Music
School Paper
Debate

—37—

Exp.	Index	0 Sem. Hours	Index	32 Sem. Hours	Index	64 Sem. Hours	Index	96 Sem. Hours	Index	BA Degree
3	1.00	6,773	1.04	7,044	1.08	7,315	1.12	7,586	1.16	7,857
4	1.04	7,044	1.08	7,315	1.12	7,586	1.16	7,857	1.20	8,128
5	1.12	7,586	1.16	7,857	1.20	8,128	1.24	8,399	1.28	8,669
6	1.18	7,992	1.22	8,263	1.26	8,534	1.30	8,805	1.34	9,076
7	1.24	8,399	1.28	8,669	1.32	8,940	1.36	9,211	1.40	9,482
8	1.30	8,805	1.34	9,076	1.38	9,347	1.42	9,618	1.46	9,889
9			1.40	9,482	1.44	9,753	1.48	10,024	1.52	10,295
10					1.50	10,160	1.54	10,430	1.58	10,701
11							1.60	10,837	1.64	11,108
12							1.66	11,243	1.70	11,514

Credit for up to 8 years previous work experience is allowed.

SALARY SCHEDULE B-4

BENTON HARBOR AREA SCHOOLS 400 Pipestone Street Benton Harbor, Michigan

1972-73 TEACHERS SALARY SCHEDULE

Non-Degree or Degree Teachers without Provisional or Permanent Certificates

Exp.	Non-Degree			AB Degree + 15 Sem. Hrs. Grad. Cred.			MA Degree + 15 Sem. Hrs. Grad. Cred.			Ed. S. Ed. D. PHD	
	Non-Degree	Index	AB Degree	Index	Index	MA Degree	Index	Index			
0	4350	1.00	5800	1.04	6032	1.08	6264	1.12	6496	1.16	6728
1	4463	1.06	6148	1.10	6380	1.14	6612	1.18	6844	1.22	7076
2	4576	1.12	6496	1.16	6728	1.20	6960	1.24	7192	1.28	7424
3	4700	1.18	6844	1.22	7076	1.26	7308	1.30	7540	1.34	7772
4	4825	1.24	7192	1.28	7424	1.32	7656	1.36	7888	1.40	8120
5	4950	1.30	7540	1.34	7772	1.38	8004	1.42	8236	1.46	8468

- a. No teacher can go above the 5th step on any level on schedule unless they are covered under the Life Certificate Provision.
- b. In no case will any teacher who has been employed by the district prior to 1969 take a salary reduction.
- c. Teachers with Life certificate non-degree will receive a 7.5% increase in salary for 1972-73.

**APPENDIX C-1
GRIEVANCE REPORT FORM**

9/26/67

Grievance No. _____ School District _____			Distribution of Form 1. Superintendent 2. Principal 3. Association 4. Teacher
GRIEVANCE REPORT Submit to Principal in Duplicate			
Building	Assignment	Name of Grievant	Date Filed

Step I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

SIGNATURE	DATE

C. Disposition by Principal _____

SIGNATURE OF PRINCIPAL	DATE

D. Position of Grievant and/or Association _____

SIGNATURE	DATE

STEP II

A. Date Received by Superintendent or Designee _____

If additional space is needed in reporting Sections B 1 & 2 of Step I, attach an additional sheet.

(Note: Continued on reverse side)

B. Disposition of Superintendent or Designee_____

SIGNATURE DATE

C. Position of Grievant and/or Association_____

SIGNATURE DATE

STEP III

A. Date Received by Board of Education or Designee_____

B. Disposition by Board_____

SIGNATURE DATE

C. Position of Grievant and/or Association_____

SIGNATURE DATE

STEP IV

A. Date Submitted to Arbitration_____

B. Disposition & Award of Arbitrator_____

SIGNATURE OF ARBITRATOR DATE OF DECISION

NOTE: All provisions of Article_____of the Agreement dated_____,
197_____, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX C-2
BENTON HARBOR AREA SCHOOLS
1972-73 SCHOOL CALENDAR

August	29	(Tues.)	—New Teacher Orientation —All other teachers work in their assigned building
August	30	(Wed.)	—Teacher Orientation
August	31	(Thurs.)	—Teacher Orientation
Sept.	4	(Mon.)	—Labor Day—No school
Sept.	5	(Tues.)	—First Day for Students—(full day)
Nov.	22	(Wed.)	—Dismiss for Thanksgiving (end of school day)
Nov.	23	(Thurs.)	—Thanksgiving Day—no school
Nov.	24	(Fri.)	—Thanksgiving Recess—no school
Dec.	20	(Wed.)	—Dismiss for Christmas Recess (end of school day)
Dec. 21 to Jan. 2			—Christmas Recess
Jan.	2	(Tues.)	—Resume Classes
Jan.	19	(Fri.)	—In Service Record Day
Jan.	19	(Fri.)	—End of First Semester
Mar.	23	(Fri.)	—Dismiss for Spring Recess (end of school day)
Mar. 26 to Mar. 30			—Spring Recess
April	2	(Mon.)	—Resume Classes
April	20	(Fri.)	—Good Friday—no classes
May	28	(Mon.)	—Memorial Day—no classes
June	7	(Thurs.)	—Commencement
June	7	(Thurs.)	—Record Day—no students
June	8	(Fri.)	—Record Day—no students
June	8	(Fri.)	—Last Day of School Year

Student Days

Sept.	19
Oct.	22
Nov.	20
Dec.	14
Jan.	22
Feb.	20
Mar.	17
April	20
May	22
June	4

180 Days

Teacher Days

Aug.	3—Teacher Orientation	—3 days
Sept.	20—Labor Day	—1 day
Oct.	22	
Nov.	22—Thanksgiving	—2 days
Dec.	14	
Jan.	22	
Feb.	20	
Mar.	17	
Apr.	21—Good Friday	—1 day
May	23—Memorial Day	—1 day
June	6—Record Days	—2 days

190 Days

10 Days

BENTON HARBOR AREA SCHOOLS

400 PIPESTONE STREET
BENTON HARBOR, MICHIGAN

EVALUATION OF PROFESSIONAL STAFF

Name _____ Date _____

Building _____ Grade or Subject _____

RECOMMENDATIONS:

1. Recommend Probationary Teacher for the next school year _____
2. Recommend this Probationary Teacher for a Tenure Contract beginning the next school year _____
3. Recommend continuing Tenure Contract for next school year _____

Complete this evaluation in triplicate: White copy to Principal
Yellow copy to Teacher
Pink copy to Personnel Office

Instructions: Circle the number or letter which best expresses your rating of the individual.

Scale: 1. Superior 2. Above Average 3. Average 4. Needs Improvement 5. Unsatisfactory N. Not Observed

I. PERSONAL QUALIFICATIONS

- | | | | | | | |
|--|---|---|---|---|---|---|
| A. Appropriate Grooming
Is neat, well-groomed and is appropriately dressed. | 1 | 2 | 3 | 4 | 5 | N |
| B. Communications
Speaks and writes in a clear, correct and precise language. | 1 | 2 | 3 | 4 | 5 | N |
| C. Poise and Self-control
Meets situations with calm self-assurance. | 1 | 2 | 3 | 4 | 5 | N |
| D. Professional relations with staff
Shows tact, patience, cooperation and understanding. | 1 | 2 | 3 | 4 | 5 | N |
| E. Professional relations with parents and students
Shows tact, patience, cooperation and understanding. | 1 | 2 | 3 | 4 | 5 | N |
| F. Dependability
Displays faithfulness in the performance of regular duties; fulfills obligations to the best of his ability; assumes responsibilities outside the classroom. | 1 | 2 | 3 | 4 | 5 | N |
| G. Leadership
Is inspiring; influences the character of students; arouses interest; inspires desire to learn. | 1 | 2 | 3 | 4 | 5 | N |
| H. Reliability
Is prompt in attendance; completes records and reports promptly and accurately. | 1 | 2 | 3 | 4 | 5 | N |

II. PROFESSIONAL COMPETENCE

- | | | | | | | |
|---|---|---|---|---|---|---|
| A. Knowledge of Subject Matter
Displays adequate, scholarly preparation in teaching assignment. | 1 | 2 | 3 | 4 | 5 | N |
| B. Planning and Preparation
Shows adequate daily preparation and long range planning. Is aware of and uses a variety of materials, methods and devices suitable for good learning situations. | 1 | 2 | 3 | 4 | 5 | N |
| C. Teaching Efficiency and Skill
Makes work real and interesting, stimulates reflective thinking through well-planned questioning; makes clear and definite assignments; recognizes individual differences and makes teaching provisions for them. | 1 | 2 | 3 | 4 | 5 | N |
| D. Room Management
Has an orderly room; uses materials, supplies and bulletin boards wisely; cares well for the physical welfare of pupils. | 1 | 2 | 3 | 4 | 5 | N |
| E. Control of Pupils
Exercises good constructive discipline; secures and maintains respect and interest of pupils; is consistent; is firm but friendly. | 1 | 2 | 3 | 4 | 5 | N |
| H. Professional Growth
Maintains high standards of professional ethics; keeps up-to-date in methods and materials; is interested and helpful in studying curriculum changes; is willing to take suggestions. | 1 | 2 | 3 | 4 | 5 | N |

III. COMMENTS

A. Areas of Strength:

B. Areas of Weakness:

C. Steps to be taken for Improvement of Teaching Performance:

IV. ADDITIONAL COMMENTS:

Date

Evaluator's Signature

V. TEACHER'S COMMENTS:

My signature indicates I have received and read a copy of this evaluation.

Date

Teacher's Signature

APPENDIX D-1
CODE OF ETHICS OF THE
EDUCATION PROFESSION

Adopted by the NEA Representative Assembly, July, 1970

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code. (PREAMBLE)

PRINCIPLE I—Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator—

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II—Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He

shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator—

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III—Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator—

1. Shall not discriminate on the ground of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV—Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator—

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

BYLAWS, NATIONAL EDUCATION ASSOCIATION

ARTICLE I, SECTION 12. Adherence to the Code of Ethics adopted by the Association shall be a condition of membership. The Committee on Professional Ethics shall after due notice and hearing have power to censure, suspend, or expel any member for violation of the Code subject to review by the Executive Committee. A member may within sixty days after a decision by the Ethics Committee file an appeal of the decision with the Executive Secretary.

PROVISIONS FOR NATIONAL ENFORCEMENT

CODE DEVELOPMENT—It shall be the duty of the Committee to maintain a continuous review of the *Code of Ethics of the Education Profession*. Amendments or revision of the Code shall be presented for approval to the Representative Assembly.

INTERPRETATIONS OF THE CODE OF ETHICS OF THE EDUCATION PROFESSION—A request for interpretation of the Code shall be in writing and shall describe the matter to be interpreted in

sufficient detail to enable the members of the Committee on Professional Ethics to evaluate the request in all its aspects.

DISCIPLINARY ACTION—In addition to the provisions of Article I, Section 12, the Committee on Professional Ethics will consider disciplinary action against a member when written charges are preferred by the official governing body of the NEA affiliated state or local education association or NEA Department of which the person in question is a member.

If charges are based on a hearing held by any of the groups authorized to prefer charges, a record of the hearing shall be submitted to the Committee on Professional Ethics. Disciplinary action will only be considered as resulting from a fair hearing or proper hearing record. A member will have an opportunity to show cause why such action should not be taken.

NEA COMMITTEE ON PROFESSIONAL ETHICS

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