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Teachers' Master Contract

Benton Harbor Area Schools

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BENTON HARBOR AREA SCHOOLS

BENTON HARBOR, MICHIGAN

Benton Harbor Education Assoc.
1804 Colfax
Benton Harbor, Mich. 49022

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

TABLE OF CONTENTS

| | PAGE |
|--|------|
| Preamble | 1 |
| General Purpose of Agreement | 1 |
| ARTICLE I – RECOGNITION | |
| Section 1 – Definition of Bargaining Unit | 1 |
| Section 2 – Management Rights | 1 |
| Section 3 – Non-Discrimination | 1,2 |
| Section 4 – Individual Teacher Rights | 2 |
| Section 5 – Association Use of School Buildings, Facilities and Equipment | 2 |
| Section 6 – Rights of Association Representative | 2 |
| Section 7 – Bulletin Boards | 2 |
| Section 8 – District Mail Service | 2 |
| Section 9 – Information, Association’s Right Thereto | 2 |
| Section 10 – Tax, Construction Policy, Board’s Duty to Consult | 2,3 |
| Section 11 – Board Meeting Agenda | 3 |
| Section 12 – Association Meetings | 3 |
| Section 13 – Duty Days, Additional | 3 |
| Section 14 – Pay for Negotiating and Grievance Proceedings | 3 |
| Section 15 – Rights of Association President | 3 |
| Section 16 – Printing of Agreement | 3 |
| Section 17 – Personnel Directory | 3 |
| Section 18 – Negotiations of Successor Agreement | 4 |
| ARTICLE II – PAYROLL DEDUCTIONS | |
| Section 1 – Dues Deductions | 4 |
| Section 2 – Other Deductions | 4 |
| Section 3 – Association Security Clause | 4,5 |
| ARTICLE III – TEACHING HOURS | |
| Section 1 – The Regular School Day | 5 |
| Section 2 – Scheduling of Faculty Meetings | 5 |
| Section 3 – Teacher, Parent or Student Consultation | 5 |
| Section 4 – Parent, Teacher Conferences | 5 |
| Section 5 – Duty-Free Lunch Periods | 5,6 |
| Section 6 – Weekly Teaching Load | 6 |
| Section 7 – Elementary Teaching Load | 6 |

| | |
|--|---|
| Section 8 – Additional Pay for Additional Teaching | 6 |
|--|---|

ARTICLE IV – TEACHING CONDITIONS

| | |
|---|-----|
| Section 1 – Teaching Materials | 6 |
| Section 2 – Pupil-Teacher Ratio | 6,7 |
| Section 3 – Teachers' Equipment and Facilities | 7,8 |
| Section 4 – Individual Parent-Teacher Conferences | 8 |
| Section 5 – Teacher Record Days | 8 |
| Section 6 – Teacher Classroom Attendance | 8 |
| Section 7 – In-Service Training Programs | 8 |
| Section 8 – Lesson Plans and Other Records | 9 |
| Section 9 – Use of Non-Certificated Employees | 9 |
| Section 10 – Collections | 9 |
| Section 11 – Preparation and Planning Time | 9 |
| Section 12 – Bus Supervision | 9 |
| Section 13 – Criterion Testing | 9 |

ARTICLE V – SPECIAL STUDENT PROGRAMS

| | |
|--|----|
| Section 1 – Testing, Special Classes and Curricula | 9 |
| Section 2 – Additional Reading Teachers | 10 |

ARTICLE VI – DEPARTMENT CHAIRMAN

| | |
|--|----|
| Section 1 – Selection of Department Chairman | 10 |
| Section 2 – Department Chairman Coordination Periods | 10 |

ARTICLE VII – PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

| | |
|--|-------|
| Section 1 – Degree Requirements | 10 |
| Section 2 – Full Year Permit | 10 |
| Section 3 – Michigan Substitute Permit | 10,11 |
| Section 4 – Temporary Assignment of Teachers | 11 |
| Section 5 – Notice of Schedules and/or Assignments | 11 |
| Section 6 – Additional Assignments | 11 |
| Section 7 – Composition of Teaching Staff | 11 |
| Section 8 – End of School Year Resignations | 11 |
| Section 9 – During School Year Resignations | 11 |

ARTICLE VIII – VACANCIES, PROMOTIONS AND TRANSFERS

| | |
|---|-------|
| Section 1 – Assignment of Staff Members | 11 |
| Section 2 – Criteria Used in Making Assignments of Staff Members | 11,12 |
| Section 3 – Teacher Requests for Transfers | 12 |
| Section 4 – Filling Teacher Vacancies | 12 |

| | |
|--|----|
| Section 5 – Vacancies Which Occur During the School Year | 12 |
| Section 6 – Administrative or Executive Positions | 12 |
| Section 7 – Renewal of Transfer Requests | 12 |

ARTICLE IX – LEAVES OF ABSENCE

| | |
|--|-------|
| Section 1 – Accumulation of Sick Leave Credits | 13 |
| Section 2 – Use of Sick Leave Credits | 13 |
| Section 3 – Teachers Sick Leave Bank | 13 |
| Section 4 – Verification of Illness | 13,14 |
| Section 5 – Business Leave | 14 |
| Section 6 – Definition of Business Leave | 14 |
| Section 7 – Leaves For Association Business | 14 |
| Section 8 – Jury Duty | 14 |
| Section 9 – Pregnancy Leave | 14,15 |
| Section 10 – General Leave | 15 |
| Section 11 – Workmen’s Compensation | 15 |
| Section 12 – Leaves of Absence For Additional Experience or Service | 15 |
| Section 13 – Professional Leaves | 15,16 |
| Section 14 – Military Service Leave | 16 |
| Section 15 – Leaves For Local Association Business | 16 |
| Section 16 – Teacher Responsibilities In Regard to Unanticipated Absences | 16 |
| Section 17 – Abuse of Leaves of Absence Provisions | 16 |
| Section 18 – Sabbatical Leave | 16,17 |

ARTICLE X – ACADEMIC FREEDOM

| | |
|---|----|
| Section 1 – Board Policy As It Relates to Students | 17 |
| Section 2 – Board Policy As It Relates to Professional Staff | 17 |

ARTICLE XI – TEACHER EVALUATION PROGRAM

| | |
|---|-------|
| Section 1 – Preamble | 17 |
| Section 2 – Evaluation Shall Be In Writing | 18 |
| Section 3 – Evaluation of Tenure Teachers | 18 |
| Section 4 – Submission of the Evaluation to the Teacher | 18 |
| Section 5 – “Helping Teacher” | 18 |
| Section 6 – Evaluation of Probationary Teachers | 18 |
| Section 7 – Review of Personnel Files | 18,19 |

ARTICLE XII – PROFESSIONAL BEHAVIOUR

| | |
|--|----|
| Section 1 – Teacher Responsibilities | 19 |
| Section 2 – Teacher Representation | 19 |

| | |
|---|----|
| Section 3 – Duty to Furnish Information | 19 |
| Section 4 – Professional Courtesies | 19 |

ARTICLE XIII – PROFESSIONAL IMPROVEMENT

| | |
|--|----|
| Section 1 – Statement of Policy | 20 |
| Section 2 – Pay For Professional Conferences | 20 |

ARTICLE XIV – REDUCTION OF PERSONNEL

| | |
|--|-------|
| Section 1 – Board’s Right to Reduce Personnel and Mechanics Thereof | 20 |
| Section 2 – Criteria For Reduction of Staff | 20,21 |
| Section 3 – Reemployment Criteria | 21 |
| Section 4 – Transfer Criteria | 21 |
| Section 5 – Notice of Recall to Work | 21 |

ARTICLE XV – CONTINUITY OF OPERATIONS

| | |
|--|-------|
| Section 1 – No Strike Provision | 21,22 |
| Section 2 – Violations of Section 10, PERA | 22 |
| Section 3 – Inclement Weather | 22 |

ARTICLE XVI – SCHOOL CALENDAR 22

ARTICLE XVII – PROFESSIONAL COMPENSATION

| | |
|--|-------|
| Section 1 – Salary Scales – Appendix B-1 through B-3 | 22 |
| Section 2 – Teaching Credit | 22 |
| Section 3 – Paid Health Insurance | 22,23 |
| Section 4 – Determination of Hourly Rate | 23 |
| Section 5 – Automobile Mileage Reimbursement | 23 |
| Section 6 – Automobile Liability Insurance | 23 |
| Section 7 – Extra Duty Assignments | 23 |
| Section 8 – Number of Pay Periods | 23,24 |

ARTICLE XVIII – SPECIAL AND STUDENT TEACHING ASSIGNMENTS

| | |
|---|----|
| Section 1 – Selection and Length of Teaching Assignment | 24 |
| Section 2 – Selection of Supervisory Teachers | 24 |

ARTICLE XIX – STUDENT DISCIPLINE AND TEACHER PROTECTION

| | |
|--|-------|
| Section 1 – Board Responsibilities | 24 |
| Section 2 – Use of Force by Teachers | 24 |
| Section 3 – Temporary Exclusion of Pupils from Class | 24,25 |
| Section 4 – Procedure for Suspension of Students | 25 |
| Section 5 – Reporting of Physical Assaults | 25 |

| | | |
|---------|--|----|
| Section | 6 – Civil Action Against a Teacher | 25 |
| Section | 7 – No Loss of Pay | 25 |
| Section | 8 – Reimbursement for Damage to Clothing or Personal Property | 25 |
| Section | 9 – Complaint by Parent or Student | 25 |
| Section | 10 – Exercise of Due Care | 25 |
| Section | 11 – Use of Physical Force by a Teacher | 25 |

ARTICLE XX – PROFESSIONAL GRIEVANCE PROCEDURE

| | | |
|---------|---|-------|
| Section | 1 – Definition of a Grievance | 26 |
| Section | 2 – Processing of Grievances | 26 |
| | Step One | 26 |
| | Step Two | 26 |
| | Step Three | 26 |
| | Step Four | 27 |
| Section | 3 – Extending the Time Limits | 27 |
| Section | 4 – Processing Grievances During Regular Working Hours | 27 |
| Section | 5 – Group or Class Grievances | 27 |
| Section | 6 – Processing Grievances on Expiration of Agreement | 27 |
| Section | 7 – Reprisals | 27 |
| Section | 8 – Representation | 27,28 |
| Section | 9 – Filing Grievance Related Documents | 28 |

ARTICLE XXI – SPECIAL CONFERENCES

| | | |
|---------|---|----|
| Section | 1 – Special Conference Meetings | 28 |
| Section | 2 – Special Conference Agenda | 28 |
| Section | 3 – Date and Time for Special Conference Meetings | 28 |

ARTICLE XXII – MISCELLANEOUS PROVISIONS

| | | |
|---------|---|-------|
| Section | 1 – Entering Into Supplemental Agreements | 28 |
| Section | 2 – Exclusive Agreement Clause | 28 |
| Section | 3 – Savings Clause | 28 |
| Section | 4 – Substitute Pay | 28,29 |
| Section | 5 – Joint Curriculum Council | 29 |
| Section | 6 – Council on Human Relations | 29 |
| Section | 7 – Designation of Assistant to the Principal | 29 |
| Section | 8 – Mandatory Retirement | 30 |
| Section | 9 – Principals' Rules and Regulations | 30 |

ARTICLE XXIII – DURATION OF AGREEMENT 30

| | |
|---|-------------|
| Appendix B-1 – Salary Schedule for Provisional and Permanent Certificate | 31,32 |
| B-2 – Salary Schedule – Extra Pay For Extra Duty | 33,34 |
| B-3 – Salary Schedule – Vocational Education | 35,36 |
| Appendix C-1 – Grievance Report Form | 37,38 |
| C-2 – 1973-74 School Calendar | 39 |
| Appendix D-1 – Code of Ethics of the Education Profession | 40,41,42,43 |
| D-2 – Teacher Evaluation Form | 44,45 |

AGREEMENT

THIS AGREEMENT entered into this 23rd day of August, 1973, by and between the BENTON HARBOR AREA SCHOOLS, BERRIEN COUNTY, MICHIGAN, hereinafter referred to as the "Board", and the BENTON HARBOR EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

WITNESSETH:

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

ARTICLE I Recognition

Section 1: Pursuant to and in accordance with the provisions of Act 379 of the Michigan Public Acts of 1965, the Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated teaching 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, teachers of the home bound or hospitalized, reading teachers and special education teachers), excluding the superintendent, assistant superintendents, directors, all personnel in community schools, principals, assistant principals, business manager, nurses, teacher aides, office clerical, custodial, bus drivers, cooks and maintenance personnel. The term "teacher" when used herein shall be deemed to mean those employees who are included in the bargaining unit as above described and wherever the male pronoun is used it shall be deemed to mean "male and/or female". The Board agrees not to negotiate with or recognize any other organization as representative of the above described bargaining unit other than the Association for the duration of this Agreement.

Section 2: The Association recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this Agreement or by law, all rights to manage the operations and activities of the school district and to direct and supervise the teachers who come within the jurisdiction of this Agreement are solely and exclusively vested in the Board.

Section 3: The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race,

color, creed, sex, age, marital status, nationality, or political belief, nor shall either discriminate against any teacher because of his membership or non-membership in the Association.

Section 4: The Board and the Association recognize that every teacher shall have the right, pursuant to the Michigan Public Employment Relations Act, to refrain from or to organize, join and support the Association within the purview of the law for the purpose of engaging in collective bargaining and other lawful concerted activities. It is understood and agreed this contract shall supersede and govern all individual teacher employment contracts.

Section 5: The Association shall have the right to use school buildings and facilities, typewriters, mimeographing machines and other duplicating equipment at times other than during regular school hours when the equipment is not otherwise in use or needed for school business, provided prior approval is obtained from the building principal or individual directly responsible for said equipment. The Association shall reimburse the District for all cost incident to the use of such equipment including the use of material, supplies, trained operators and custodial service.

Section 6: The Association president and other authorized representatives of the Association, whose names shall be submitted to the Superintendent and Assistant Superintendent for Personnel in advance, shall be permitted to transact official Association business related to this contract under conditions which, in the judgment of the building principal and/or administration, will not interfere with nor impair a teacher's assignment or the normal operation of the school.

Section 7: The Association shall have the right to post notices of activities and matters relating to Association business on teacher bulletin boards, at least one of which shall be provided in each building. All posted material shall contain nothing of a political or defamatory nature. The Board shall have the right to withdraw the use of a bulletin board from the Association when the use thereof is contrary to these provisions.

Section 8: The Association may use the regularly established district mail service and teacher mail boxes for communication to teachers, provided nothing of a political (other than candidates for Association representation) or defamatory nature is transmitted therein. All material placed in the district mail service shall be signed by an official of the Association. The Board shall have the right to withdraw the use of the district mail service from the Association when the use thereof violates this provision.

Section 9: The Board agrees to make available to the Association upon request any and all information which it makes available to the public and that information which is related to or necessary for the proper processing of grievances or complaints and that information which the Association is entitled to by law for the purpose of collective bargaining.

Section 10: 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.

Section 11: The Superintendent shall place on the agenda of a regular board meeting those items the Association wishes the Board to consider provided, a) they are submitted to the Superintendent in writing prior to 9:00 a.m. on the Wednesday preceding the regular Board meeting, b) they are signed by the Association president or his designated representative who will attend the Board meeting, c) they set forth the facts and position of the Association and the Association's desired resolution of the items submitted. It is understood and agreed nothing shall be placed on the agenda that is a proper subject for negotiations or the grievance procedure.

Section 12: Mondays after the teachers' regular school hours will be reserved for teacher organization and/or Association meetings.

Section 13: 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 according to the school calendar, unless mutually agreed to by the teacher and the Board or by the Association and the Board. Compensation, if any is provided for such work, shall be prorated on the basis of the teacher's current contracted salary, unless otherwise indicated on the Salary Schedule appended hereto.

Section 14: 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.

Section 15: The president of the Association may leave his assigned building during his conference or planning period to conduct the negotiation 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 his supervisor. The Association shall pay for a substitute if necessary.

Section 16: 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 thirty (30) days or as soon thereafter as possible after the Agreement is signed and presented to all teachers now employed, hereafter employed or considered for employment by the Board. Further, that the Board shall furnish fifty (50) copies of the master agreement to the Association for its use and the Association shall reimburse the Board for said copies.

Section 17: 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.

Section 18: Between April 1st and April 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.

ARTICLE II Payroll Deductions

Section 1: From the salaries of those teachers who sign and deliver to the Board an assignment authorizing the deduction of membership dues, assessments and/or representation fees of the Association (including those of the National and Michigan Education Associations), the Board will deduct such authorized amounts each month as is certified by the Association to the Board once each school year. The Board shall promptly remit the sum so deducted to the treasurer of the Association together with a list of the names of those teachers from whose pay such deductions were made. Such payroll deductions shall be made only so long as such authorizations are not revoked by the signing employees. The Association agrees to promptly advise the Board of all members in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article. In the event any authorized deduction or fraction thereof is not made, the Association shall promptly notify the Board and said deduction shall be made in addition to the regular deduction from the teacher's next month's check. The Association agrees to indemnify and save the Board harmless from and against any and all claims, suits and/or other forms of liability that may arise out of or by reason of any action taken by the Board in reliance upon or in compliance with the terms and provisions of this section.

Section 2: Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, United Community Fund, or any other plans or programs jointly approved by the Association and the Board. The companies from which annuities may be obtained shall be limited to 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

Section 3: Effective the second year of this Agreement, all teachers who, as of said date, are members of the Association and all teachers who may thereafter join the Association shall, as a condition of continued employment, tender payment of the regular monthly dues as certified by the Secretary/Treasurer of

the BHEA. Any tenure teacher employed by the district prior to the effective date of this provision who is not a member of the Association shall not be required to join or pay a representation fee to the Association. All new teachers hired on or after the effective date of this provision shall, upon completion of thirty (30) days of employment, as a condition of continued employment, either join the Association or pay a representation fee to the Association equal to the regular monthly dues uniformly required of all Association members. In the event a teacher who, as a condition of continued employment, must pay either dues or a representation fee fails to pay such dues or fee directly to the Association or authorize payment through payroll deduction as provided in this Article, the BHEA Secretary/Treasurer shall certify to the Board that said teacher is in arrears and the Board shall terminate the employment of such teacher at the end of the current semester.

ARTICLE III Teaching Hours

Section 1: The regular school day for all teachers covered by this Agreement shall extend from not later than fifteen (15) minutes before the start of their assigned daily schedule. All secondary teachers shall remain at their assigned building twenty-five (25) minutes and elementary teachers thirty-five (35) minutes after students have been dismissed from school for the day unless excused by the building principal. Each building principal will make such reasonable rules as conditions permit to waive the twenty-five (25) or thirty-five (35) minute rule, whichever is applicable, to allow teachers to leave their buildings on Fridays and the day before a holiday so long as teachers fulfill their responsibilities.

Section 2: The building principal, at the beginning of each school year, shall schedule two (2) regular faculty meetings per month, subject to cancellation. Other meaningful meetings will be called as necessary on forty-eight (48) hour notice except in case of emergency. All teachers are required to attend faculty meetings unless excused by their building principal. Teachers shall have the right to request faculty meetings with their building principal.

Section 3: Teachers are expected to be available to parents and/or students for consultation. The responsibility of the teacher to be available for conferences with parents and/or students is recognized as a teacher's professional responsibility and shall be encouraged by the Association. Such conferences shall be accomplished by personal appointment, which may result in the expenditure of time beyond a teacher's normal day.

Section 4: Nothing herein contained shall be construed to relieve teachers of their obligations to attend and participate in parent-teacher conferences, building meetings, departmental and/or vertical coordination meetings and other meetings called by the Administration. When applicable, all teachers are required to attend P. T. organization meetings unless excused by their building principal.

Section 5: All teachers shall have a duty-free lunch period except the High School as long as double sessions continue. However, High School teachers who

have extended schedules shall have a thirty (30) minute duty-free lunch period. Elementary teachers shall be entitled to a duty-free lunch period of at least forty-five (45) minutes duration.

Section 6: The normal weekly teaching load in the junior and senior high schools will be twenty-five (25) teaching periods and five (5) instructional planning and/or conference periods. However, a teacher will not be required to teach more than five (5) hours of classroom instruction per day, except in an emergency and the Association will be notified in writing in each instance. A supervised study period shall be interpreted to mean a teaching period. An instructional planning period shall be interpreted to mean an individual's preparation or preparation with another teacher or administrative staff member. A conference period shall be interpreted to mean a scheduled consultation with a student or parent in the building to which the teacher is assigned unless prior authorization to leave the building for said conference has been approved by the building principal.

Section 7: The normal teaching load for regular classroom teachers in the elementary schools will not exceed five (5) hours and five (5) minutes per day. All elementary teachers will be provided one (1) relief period in the morning and one (1) relief period in the afternoon as arranged by the building principal.

Section 8: If a teacher shall teach more than the normal teaching periods for the duration of a semester, he shall receive additional compensation prorated on the basis of his base salary as set forth in Article XVII, Section 4 of this Agreement.

ARTICLE IV Teaching Conditions

Section 1: The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Instructional materials used in the school district shall reflect the diversity 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 such materials. These materials shall be of such a nature and variety that they will permit use in either elementary or secondary units.

Section 2: The Board recognizes that the pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees that where, in its judgment, smaller classes will enhance the learning opportunities of the pupils, it will continue its efforts to maintain class size as much in keeping with this necessity as is dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers and the best interest of the District as administratively deemed feasible. The following should be considered recommended standards:

| | Pupil Teacher Ratio |
|------------------------------|-------------------------------|
| 1. Elementary | |
| 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 | Determined by nature of the |
| Music | program and learning stations |
| Art | available. |

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.

Section 3: The Board agrees to provide, within the limitations of the budget, the following:

- (a) Typewriters, duplicating machines and necessary materials to aid teachers in preparation and presentation of instruction.
- (b) Parking facilities and an area to be reserved near each building for the loading and unloading of materials and equipment.
- (c) Telephone facilities for professional and/or other reasonable purposes. 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.
- (d) Lunchroom and lavatory facilities exclusively for adult personnel and a faculty lounge appropriately furnished.

- (e) A separate desk for each classroom teacher.
- (f) Closet space for personal articles.
- (g) Storage space in each classroom and/or building for instructional materials.
- (h) A copy of each text (and teacher manuals when published) of the subject matter a teacher is assigned to teach.

Section 4: A parent-teacher conference will be scheduled for each elementary student on a day designated at least once each semester for the purpose of reporting to the parent a student's progress and to promote better communications between the teacher and the parent. A copy of the parent-teacher conference schedule will be filed in the Principal's office to ensure the coordination of the schedule with other teachers' schedules. Parent-teacher conferences must be completed six (6) weeks prior to the end of each semester.

- (a) Each teacher will be allotted three (3) one-half days each semester for parent-teacher conferences who have an enrollment of up to and including thirty (30) students. Extra school time, to be mutually worked out and agreed upon by the building principal and the teacher, will be allowed for conferences for full-time kindergarten teachers and for any other teacher with an enrollment of more than thirty (30) students.
- (b) For planning and scheduling purposes each conference shall be assumed to continue for not less than fifteen (15) minutes with a five (5) minute interval between each conference.

Section 5: Teacher record days are to be reserved solely for working on records and/or teaching materials. Teachers shall be at their building on record days at the regular established time and shall not leave the building except for a sixty (60) minute lunch period, until the end of the established time.

Section 6: At no time shall a teacher leave a class or group of students unattended, except in case of an extreme emergency in which event the teacher will make the best effort he can, under the circumstances, to have someone attend his class. For the purposes of this Section a class will be considered attended when arrangements have been made with a nearby teacher to check on his students.

Section 7: If and when in-service training programs are scheduled by the Superintendent during the school year, teacher involvement will be an integral part of the planning of said in-service training. The Association may request of the Superintendent an in-service day during the school year. The Superintendent may call teachers' meetings during the regular school day. All teachers must attend in-service and teachers' meetings for the full time the program is scheduled unless, specifically excused by the Superintendent or his designee.

Section 8: All teachers are required to prepare and keep up-to-date records of their students' progress, lesson plans, and such other necessary records as may be required. Cumulative records shall be kept up-to-date with such pertinent information as grades, attendance, test scores, conference reports, school background and health records. Building principals may request at any time that all of a teacher's records be delivered to his office for inspection and verification as soon as teaching responsibilities permit.

Section 9: The assignment of duties to non-certificated employees shall be the responsibility of the principal. The assignment of such employees to a classroom, study hall, library, cafeteria, playground or any other area over which a teacher has primary responsibility will be made after the building principal has conferred with the teacher or teachers who are charged with the supervisory responsibility of the students. In the event a non-certificated employee interferes with a teacher in the execution of his responsibilities, the teacher shall notify the building principal of the interference and as soon thereafter as is reasonably possible submit a written report of the incident setting forth all the facts and the teacher's recommendation.

Section 10: Teachers shall not be expected to collect milk, lunch or picture money.

Section 11: Secondary school teachers normally will be provided one regular preparation period according to the scheduled assignment. Elementary teachers normally will be provided thirty-five (35) minutes of planning time per day.

Section 12: Bus supervision shall not be considered a part of the teacher's normal day. The Board agrees to employ non-certificated 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.

Section 13: As long as criterion testing is continued in kindergarten and first grade and carried on to additional grade levels, assistance will be provided teachers for administering the test.

ARTICLE V

Special Student Program

Section 1: The parties, to assist the teacher, will co-operate to increase the psychological and achievement testing program and to correlate such activities with the regular classroom activities of the teacher so as to better meet the needs of special students in the schools. In order to provide for those students who do not qualify for special education classes now offered and who, in the opinion of a screening committee, cannot function in a regular classroom, special classes and curricula shall be provided under the guidance of specially trained personnel, providing funds are available and qualified personnel are available for such positions.

Section 2: In an effort to assist children who need additional 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 are available for such positions. Teachers will not be moved from regular classrooms to fill such positions unless fully certificated and qualified replacements are available.

ARTICLE VI Department Chairmen

Section 1: Department chairmen at the Senior High School will be appointed by the building principal after conferring with 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.

Section 2: 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 VII Professional Qualifications and Assignments

Section 1: 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.

Section 2: 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.

Section 3: A person with a bachelor's degree who is eligible for the Michigan Substitute Permit shall be employed only in case 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 (90) days per school year.

Section 4: 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 in 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.

Section 5: 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 beginning 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.

Section 6: 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.

Section 7: 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.

Section 8: 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.

Section 9: 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 emergency.

ARTICLE VIII

Vacancies, Promotions and Transfers

Section 1: The Superintendent of Schools has the sole right to assign staff members to positions for which they are qualified within the school district.

Section 2: The Board recognizes that it is desirable in making assignments to consider the interest, abilities and aspirations of its teachers. The assignment of staff members and their transfer to positions in the various schools and

departments of the district will be made on the basis of the following criteria, which are listed in order of priority:

- (a) Necessity of making changes due to reassignment of grades or changes of curricula in a particular building;
- (b) Contribution which faculty members could make to students in new assignments;
- (c) Opportunity for teacher growth and development;
- (d) Desire of staff members regarding assignment of transfer.

Section 3: The request by a teacher for a transfer to a different class, building or position must be made in writing and presented, in triplicate, to the Assistant Superintendent of Personnel through the building principal. The application shall set forth the reasons for the request, the school, grade or position sought, and the applicant's academic qualifications which support the request. Such request must be renewed each year to assure consideration by the Superintendent. Each applicant shall be notified in writing as to the action taken regarding his request as soon as is practicable.

Section 4: The Board subscribes to the policy of filling new teaching positions and permanent teaching vacancies from within its own teaching staff. Whenever a new or permanent vacancy in the teaching staff occurs or is anticipated, a notice thereof shall be posted on a bulletin board in each school building for five (5) school days before the position is filled. A copy of the posted notice will be sent to the Association's president. Permanent vacancies shall be filled by the applicant who, in the judgment of the administration, possesses the most experience, competency, qualifications and other relevant attributes required to satisfactorily perform the job. If two (2) or more applicants, in the judgment of the administration, possess the above enumerated attributes to a higher degree than other applicants and among them they possess the attributes to a relatively equal extent, the applicant among them with the greatest length of teaching service in the district will be given preference.

Section 5: When a vacancy occurs during the school year, it shall be filled on a temporary basis only. At the end of the school year the position will be posted as vacant in accordance with Article VIII, Section 4.

Section 6: 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.

Section 7: Even though all transfer requests cannot be honored each year, every consideration will be given prior to the beginning of the school year. Request for transfer shall be filed or renewed with the Assistant Superintendent for Personnel each year.

ARTICLE IX Leaves Of Absence

Section 1: Each regular full time teacher shall earn sick leave credit at the rate of one (1) day of service per month on a ten (10) month year basis. The full allowance for the year shall be credited at the beginning of each year. Sick leave credits shall be cumulative from year to year.

Section 2: Sick leave payments shall be made to any eligible employee for personal illness, injury due to an accident, quarantine or for illness of the employee's current spouse, minor children or any other person for whose financial or physical care he is solely responsible (to the extent of their accumulated credits or in accordance with the provisions of the teachers sick leave bank) on the basis of his regular salary for one day at the time the necessary absence occurs. Sick leave may not be used in amounts of less than one-half ($\frac{1}{2}$) day. Whenever a sick leave payment is made to an employee, the amount thereof shall be deducted from his credited sick leave or the teachers sick leave bank, whichever is applicable. When an employee continues to be absent from work due to the above stated reasons, and upon exhaustion of his total accumulated sick leave credits, he shall, in the event he elected to join the teachers sick leave bank, be eligible to draw-from the sick leave bank in accordance with its terms. Otherwise, he shall, upon request, be granted a leave of absence without pay for the duration of the illness or accident related injury, up to the end of the school year. In the event a teacher does not request an unpaid leave of absence he shall be terminated from employment as a voluntary resignation. Upon request the leave may be renewed for one year.

Section 3: Any teacher, not already a member, may voluntarily join the sick leave bank during the month of September by indicating in writing participation or non-participation and by contributing one (1) day of his sick leave credit 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 and the amount of sick leave credit days transferred by October 5 of each year. Employees who cease to be employed by the District shall have no right or title to any sick leave pay. The sick leave 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 sick leave bank may withdraw up to sixty (60) teaching days per year for extended illness or accident related injury upon receipt by the Association of a doctor's certificate and their written request when their credited sick leave days are exhausted. Newly hired teachers shall have one month from their day of employment to join the sick leave bank and contribute not less than one day of sick leave to the sick leave bank.

Section 4: The Board may require a medical doctor's statement to support the necessity for more than five (5) sick leave absences per year due to illness, accident related injury or quarantine and/or to certify that the teacher is physically able to return to duty at the conclusion of such illness or accident related injury. It is understood and agreed if the Board deems it necessary to require a doctor's statement, the teacher will be notified in writing, in advance,

that in the future the teacher, to be eligible for sick leave pay, must be examined by a physician of the Board's choice at the Board's expense and such physician's determination shall be binding as to whether said employee qualifies for sick leave pay.

Section 5: At the beginning of each school year each teacher will be credited with two (2) paid business leave days per year. Business leave days are entirely separate from sick leave and may be used at any time provided the following requirements are met.

- (a) The teacher has completed six (6) months of continuous service in the District.
- (b) The request for time off is submitted in writing to the building principal who shall forward the request for approval to the Assistant Superintendent for Personnel who may ask the reason for such request. Such request must be received by the Assistant Superintendent for Personnel at least five (5) school days before the intended date of absence. Emergency requests will be given consideration and granted as soon as possible.

Section 6: Business leave means an activity that requires the teacher's presence during the school day and which is of such a nature that it cannot be attended to at a time when school is not in session. Except in cases of dire necessity, such business leave of absence will not be permitted on the last school day prior to or the first school day following a holiday or vacation period.

Section 7: Leaves of absence with pay and without loss of benefits shall be granted to those teachers elected or selected to represent the Association at meetings with the Administration and attend educational classes or conventions conducted by the NEA or MEA, unless otherwise mutually agreed upon between the Association and the Board. A written request for such leaves shall be presented to the Assistant Superintendent for Personnel by the Association at least one (1) week prior to the start of the anticipated absence. No more than twenty (20) days will be granted for such leaves of absence in any one school year and the duration of any one leave shall not exceed five (5) school days.

Section 8: A teacher called for jury duty or to give testimony before any judicial or governmental tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation with the exception of cases involving legal action brought against the Board by the Association or any member thereof.

Section 9: Any pregnant employee shall notify the Assistant Superintendent for Personnel of her pregnancy and expected date of delivery not later than two (2) weeks prior to the beginning of the leave of absence. Upon written request, said employee shall be granted a maternity leave of absence with pay or fringe benefits for a period of up to one (1) calendar year unless the employee desires to return to work earlier, in which event she shall submit, in writing: (1) a notice of intent to return to work to the Assistant Superintendent for Personnel at least two (2) weeks prior to the expected date of return and (2) a certificate from her

medical doctor attesting to the fact that her physical condition is such that she is able to return to work. In the event such pregnancy adversely affects the work and/or attendance of the employee prior to her voluntarily taking a leave of absence, the employee shall be required to take a maternity leave at such earlier date as determined by the Board. In the event the employee fails to return to work upon the expiration of said leave, she shall be terminated and forfeit any further rights she may have under this Agreement or individual employment contract. Employees who desire to continue their health insurance coverage may do so, subject to the terms and conditions of the insurance carrier.

Section 10: A teacher shall be paid his regular salary for each day necessarily lost for each death in his immediate family, not to exceed three (3) days, to enable the teacher to make arrangements for and attend the funeral when travel, distance or other circumstances warrant. Additional days of absence may be allowed without pay or deducted from an employee's business leave. If there is no business leave credit available, a salary deduction will be made on a prorated contractual daily salary basis. Immediate family is interpreted to include current spouse, child, parent, foster parent, grandchild, grandparent, brother, sister, father-in-law, mother-in-law, brother and sister-in-law, son and daughter-in-law and any other person for whose financial or physical care he is solely responsible. In the event of the death of a colleague within the district, the Board agrees to allow representation at the funeral as has been past practice.

Section 11: 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.

Section 12: A leave of absence without pay or fringe benefits for a period of up to one (1) year may be granted to any teacher, upon written application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps as a full-time participant in such 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 expiration of his leave. 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.

Section 13: A leave of absence without pay or fringe benefits may be granted upon written application and with Board approval for the following purposes:

- (a) Study related to the teacher's licensed field.
- (b) Study to meet eligibility requirements for license other than held by the teacher, except for people who do not hold a provisional certificate.
- (c) Study, research, or special teaching assignment involving probable advantage 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. The regular salary increment occurring during such period shall be allowed. Upon request an additional year may be granted.

Section 14: A teacher who enters the military service by draft or enlistment shall be granted a leave of absence without pay or fringe benefits for that purpose and at the conclusion of such leave shall be reinstated in accordance with any Law or Act enacted by the Congress of the United States.

Section 15: A leave of absence without pay up to one (1) year may be granted to any teacher, upon written application, for the purpose of serving as an officer of the Local Association. Upon return from such leave such 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.

Section 16: In the event a teacher is going to be unavailable for work, he shall call a telephone number established by the Board between 5:30 a.m. and 6:00 a.m. for the morning session at the High School. All other teachers shall call as early as possible but not later than one (1) hour prior to the teacher's established reporting time. Once a teacher has reported as being unavailable for work, it shall be the responsibility of the Administration to arrange for a substitute teacher. A teacher is expected to notify his building principal or secretary of his unavailability for work not later than thirty (30) minutes prior to the start of his first class unless it is impossible to do so. 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 for a substitute and release of the substitute shall result in the regular teacher's losing a day's pay. Teachers are not to employ substitute teachers directly under any circumstances. If a teacher becomes ill during regular school hours, he shall arrange for a substitute with his building principal.

Section 17: 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 may constitute cause for suspension and/or discharge.

Section 18: Leave of absence with one-half pay may be granted upon application and with Board approval for the following purposes:

- (a) 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.
- (b) To qualify for such sabbatical leave, the teacher must hold a permanent or life teaching certificate.

- (c) 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.
- (d) 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.
- (e) A teacher returning from sabbatical leave shall be restored to his teaching position or to a position of like nature, seniority, status and pay.
- (f) 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.

ARTICLE X Academic Freedom

Section 1: 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.

Section 2: Other than accepted standards of professional behavior and responsibility, as set forth in the Code of Ethics of the Education Profession attached as Appendix D.1., 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 XI Teacher Evaluation Program

Section 1: 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:

Section 2: 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 (60) days before the end of the school year. The Association shall receive a copy of such notification.

Section 3: 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.

Section 4: A copy of a teacher's written evaluation shall be submitted to the teacher at the time of personal interview or within the (10) days thereafter; one to be signed by the teacher indicating full knowledge of its content and returned to the administration, the other to be retained by the teacher. In the event the teacher believes that his evaluation was incomplete or unjust, he shall put his objections in writing and submit them to his principal, a copy of which shall be attached to the evaluation report to be placed in his personnel file. In the event the matter is not satisfactorily resolved between the parties, the teacher may submit a grievance pursuant to Section 2, Article XX.

Section 5: 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 (5) years teaching experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the 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.

Section 6: 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 reason therefor in writing with a copy to the Association. All evaluations and responses thereto shall be admissible into evidence if a grievance is filed.

Section 7: Each teacher shall have the right, upon request, to review the contents of his own personnel 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. Privileged information such as confidential credentials and related personal references obtained at the time of initial employment, are specifically exempted from such review. The Personnel Department will remove such credentials and confidential reports from the file prior to review of the file by the teacher.

ARTICLE XII Professional Behavior

Section 1: Teachers are required to comply with the reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens his physical safety or well-being or is professionally demeaning.

Section 2: A teacher shall be entitled, upon request, to have a representative of the Association present when he is being reprimanded, warned or disciplined for any infraction of the rules.

Section 3: No teacher shall be disciplined, reprimanded, reduced in compensation or discharged without just cause. Any such action which is claimed to be unjust may be subject to the professional grievance procedure, hereinafter set forth. All information forming the basis for disciplinary action will be available to the teacher and the Association upon request by the teacher.

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

Section 4: 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 XIII Professional Improvement

Section 1: 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.

Section 2: 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 conference.

ARTICLE XIV Reduction of Personnel

Section 1: In the event the Board decides, due to economic reasons or a reduction in the student enrollment, to reduce the number of teachers through layoff of employment, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate position(s), the Board shall determine the order of the layoff provided, however, such action shall not be contrary to the priorities established under the Tenure Act. 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:

- (a) 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.
- (b) Probationary teachers in the following order:
 - Third Year Probation
 - First Year Probation
 - Second Year Probation
- (c) Provisional Certificated Personnel

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

Section 2: In making personnel reductions the Board shall base its decision upon abilities, educational background, evaluation reports, length of service in the District, and tenure. It is understood and agreed that any layoff pursuant to this

Article shall automatically terminate the individual employment contract of all non-tenure teachers. The Board's obligation to pay salary or fringe benefits under any tenure teacher's individual employment contract shall be suspended for the duration of the layoff.

Section 3: 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.

Section 4: 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 building | 1 |

All teachers in 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 other positions because of staff reductions shall have priority to return to their original positions if they so request.

Section 5: The Board shall give written notice of recall from layoff by sending a certified letter or telegram to said teacher, at his last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher. If a teacher fails to report to work within ten (10) days from date of mailing of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered to have terminated his individual employment contract and any other employment relationship with the Board.

ARTICLE XV Continuity of Operations

Section 1: 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 have established a comprehensive grievance

procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association and/or its members accordingly shall not instigate, aid or engage in nor encourage concerted action of any type against the school district, including but not limited to striking, mass resignation or mass absenteeism against the Board. The Association acknowledges that the participation in such proscribed activity constitutes "just" cause for the discharge of any teacher so involved.

Section 2: 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.

Section 3: 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 XVI School Calendar

The Board and the Association shall meet on or about March 1, 1974, for the purpose of negotiating a new school calendar for the 1974-75 school year. In the event the parties are unable to agree upon a new school calendar for 1974-75 by May 1, 1974, either party shall have the right to submit the unresolved differences to arbitration as provided for in Section 2, Step Four, Article XX.

ARTICLE XVII Professional Compensation

Section 1: The basic salaries of teachers covered by this Agreement are set forth in Appendix B-1 – B-3 which are attached to and incorporated in this Agreement.

Section 2: 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.

Section 3: Effective July 1, 1973, the Board will contribute an amount up to \$50.50 per month toward purchase of Full Family or Employee and Dependent Children or Employee and Spouse or Employee only health insurance with an insurance carrier authorized to transact business in the State of Michigan. 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 for said employee. 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:

- (a) Long Term Disability
- (b) Accidental Death and Dismemberment
- (c) \$10/\$20 Hospital supplement
- (d) Additional Life Insurance
- (e) Additional Dependent Life Insurance
- (f) Loss of Time (Income Protection)

It shall be the responsibility of the employee to inform the Board of Education of his desire for coverage or of any changes in his status that may effect his insurance status. For those employees who are laid off due to lack of work or on prolonged leaves of absence, the Board will pay the subscription (premium) rate for the employee's insurance coverage through the month following the month in which the start of such layoff or leave of absence began. In order for such employees to continue coverage beyond such time, they must make arrangements for the payment of the total premium or subscription rate for succeeding months, in which event coverage will be available to them to the extent permitted by the respective policies and/or certificates. In the event an employee quits, retires or is terminated, the Board's liability for premium or subscription rates shall be automatically terminated.

Section 4: 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.

Section 5: 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 (12) cents per mile from and back to his home school. Teachers who qualify for travel allowance must turn in a monthly statement by the first Monday of the month in order to receive this reimbursement.

Section 6: 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 Section 5 above.

Section 7: Teachers involved in voluntary extra duty assignments as set forth in Appendix B-2 which is attached hereto and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.

Section 8: Checks will be issued to all certificated 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 XVIII

Special and Student Teaching Assignments

Section 1: 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 program at the rate as set by schedule B-2.

Section 2: 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 XIX

Student Discipline and Teacher Protection

Section 1: The Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom. 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.

Section 2: 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.

Section 3: A teacher may exclude a pupil from class temporarily when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable, in which event 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 reoccurrence of the situation which led to the removal of the student.

Section 4: The 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.

Section 5: 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.

Section 6: If any teacher is the subject of a civil action brought by a student or parent for action taken in connection with his professional employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense. The teacher shall have the right to retain his own outside legal counsel at his own expense.

Section 7: The time necessarily lost by a teacher in connection with his defense of a suit brought by a student or parent for action taken which arose out of and in the course of his professional employment shall not be charged against the teacher.

Section 8: The Board will reimburse teachers for any damage or destruction of clothing or personal property, excluding vehicles, not due to negligence on the part of a teacher, which is not covered by other insurance in connection with any incident arising out of or in connection with his professional employment.

Section 9: 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.

Section 10: Teachers shall be expected to exercise all due care with respect to the safety of pupils and property, but shall not be individually liable, except in case of neglect of duty, for any damage or injury to person or property.

Section 11: Any teacher may use such physical force as is reasonably necessary on the person of any pupil for the purpose of maintaining proper order and/or 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 XX Professional Grievance Procedure

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: 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. If as a result of the informal discussion with the building principal a grievance still exists it shall be processed as follows:

STEP ONE: The grievance must be reduced to writing – state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the aggrieved teacher or 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 TWO: 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 or his designated representative 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 answer and give one (1) copy thereof to the aggrieved teacher and one (1) copy thereof to the chairman of the Association's grievance committee within ten (10) working days after such meeting.

STEP THREE: 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 representatives, 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 FOUR: 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.

Section 3: 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.

Section 4: 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 arbitration, 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.

Section 5: 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.

Section 6: Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 7: 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.

Section 8: 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 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 at its own expense.

Section 9: All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE XXI **Special Conferences**

Section 1: 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.

Section 2: 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.

Section 3: The last Tuesday of each month, after regular school hours, should be reserved for these meetings.

ARTICLE XXII **Miscellaneous Provisions**

Section 1: This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations and shall constitute the full and complete commitments between both parties. During the term of this Agreement the parties may mutually agree to enter into supplemental agreements which must be reduced to writing and signed by the parties hereto to be valid.

Section 2: This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

Section 3: If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall be deemed invalid except, to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

Section 4: 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. 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.

Section 5: The Board shall establish a joint curriculum council with the Association for the purpose of advising the Assistant Superintendent for Educational Services and/or his designee on matters relating to curriculum development, pupil testing and evaluation, research and experimentation, teaching techniques, textbooks and other matters relating to the instructional program of the schools. It is understood and agreed the objective of the Council is to bring new ideas and materials to the attention of the Assistant Superintendent for Educational Services for his recommendation to the Superintendent. The method of selecting representatives and the dissemination of information emanating therefrom shall be through the Council as has been done in the past. The Council shall select eight (8) representatives from its membership to meet with the Assistant Superintendent for Educational Services on the second Wednesday of each month between the hours of 1:00 p.m. to 5:00 p.m. The Council shall meet on the second Thursday of each month at 4:00 p.m. The Board agrees to make arrangements for those teachers who are selected to attend from the High School as long as double sessions continue.

Section 6: The Board shall establish a Council on Human Relations to study, plan, design, evaluate and coordinate the development and improvement of human relations in the Benton Harbor Area Schools. This Council would be responsible to the Assistant Superintendent for Educational Services or his designee, who would be responsible for exchanging information between schools, organizing in-service educational programs and preparing for the administration recommendations bearing on human relations problems and issues. The method of selecting representatives and the dissemination of information emanating therefrom shall be through the Council as has been done in the past. The Council shall select eight (8) representatives from its membership to meet with the Assistant Superintendent for Educational Services or his designee on the third Wednesday of each month between the hours of 1:00 p.m. to 5:00 p.m. The Council shall meet on the third Thursday of each month at 4:00 p.m. The Board agrees to make arrangements for those teachers who are selected to attend from the High School as long as double sessions continue.

Section 7: 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 a tenure teacher 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 reimbursed at the rate of five (\$5.00) dollars per hour for time spent beyond his regular school day.

Section 8: Normally a teacher who reaches the age of sixty-five (65) shall not be given a contract the year following his birthday or any subsequent year.

Section 9: Building principals shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as they may from time to time deem best for the purpose of maintaining order, safety and efficient operations. Any complaint relative to the reasonableness of any such rule established may be processed through the grievance procedure contained in this Agreement.

ARTICLE XXIII Duration of Agreement

This Agreement supersedes all previous agreements between the parties and shall become effective as of the 23rd day of August, 1973, and shall remain in effect until the 24th day of August, 1975, unless the parties hereto mutually agree, prior to that date, that this Agreement shall be extended for a then specified term.

BENTON HARBOR EDUCATION
ASSOCIATION

BENTON HARBOR AREA SCHOOLS
BOARD OF EDUCATION

Carroll N. Hunt
President, Chief Negotiator

Edel E. Baultz
President

Frances Shuck
Secretary, Negotiation Person

Philip W. McDonald
Secretary

Sandra J. Gutter
Negotiation Person

Robert W. Payne
Assistant Superintendent for Personnel

Michael E. Schuseder
Negotiation Person

Roy D. Norton
Negotiation Person

Earl E. Meeker
Negotiation Person

Bonnie M. Reed
Negotiation Person

Stan Miller
Negotiation Person

Elizabeth Burleson
Negotiation Person

APPENDIX B-1

BENTON HARBOR AREA SCHOOLS 400 Pipestone Street Benton Harbor, Michigan 1973-74 TEACHERS SALARY SCHEDULE Provisional – Permanent Certificate

| Exp. | Index | AB Degree | | AB Degree + 15 Sem. Hrs. Grad. Cred. | | MA Degree | | MA Degree + 15 Sem. Hrs. Grad. Cred. | | Ed.S |
|------|-------|-----------|-------|--|-------|-----------|-------|--|-------------|--------|
| | | Index | Index | Index | Index | Index | Index | Index | Ed.D PhD | |
| 0 | 1.00 | 8,400 | 1.04 | 8,736 | 1.08 | 9,072 | 1.12 | 9,408 | 1.16 | 9,744 |
| 1 | 1.04 | 8,736 | 1.08 | 9,072 | 1.12 | 9,408 | 1.16 | 9,744 | 1.20 | 10,080 |
| 2 | 1.12 | 9,408 | 1.16 | 9,744 | 1.20 | 10,080 | 1.24 | 10,416 | 1.28 | 10,752 |
| 3 | 1.18 | 9,912 | 1.22 | 10,248 | 1.26 | 10,584 | 1.30 | 10,920 | 1.34 | 11,256 |
| 4 | 1.24 | 10,416 | 1.28 | 10,752 | 1.32 | 11,088 | 1.36 | 11,424 | 1.40 | 11,760 |
| 5 | 1.30 | 10,920 | 1.34 | 11,256 | 1.38 | 11,592 | 1.42 | 11,928 | 1.46 | 12,264 |
| 6 | 1.36 | 11,424 | 1.40 | 11,760 | 1.44 | 12,096 | 1.48 | 12,432 | 1.52 | 12,768 |
| 7 | 1.42 | 11,928 | 1.46 | 12,264 | 1.50 | 12,600 | 1.54 | 12,936 | 1.58 | 13,272 |
| 8 | 1.48 | 12,432 | 1.52 | 12,768 | 1.56 | 13,104 | 1.60 | 13,440 | 1.64 | 13,776 |
| 9 | 1.54 | 12,936 | 1.58 | 13,272 | 1.62 | 13,608 | 1.66 | 13,944 | 1.70 | 14,280 |
| 10 | 1.60 | 13,440 | 1.64 | 13,776 | 1.68 | 14,112 | 1.72 | 14,448 | 1.76 | 14,784 |
| 11 | | | | | 1.74 | 14,616 | 1.78 | 14,952 | 1.82 | 15,288 |
| 12 | | | | | 1.80 | 15,120 | 1.84 | 15,456 | 1.88 | 15,792 |

Credit for up to 8 years previous experience is allowed.

Approved by the B.H.E.A. – Adopted by the Board of Education August 24, 1973

APPENDIX B-1

BENTON HARBOR AREA SCHOOLS

400 Pipestone Street

Benton Harbor, Michigan

1974-75 TEACHERS SALARY SCHEDULE

Provisional – Permanent Certificate

| Exp. | Index | AB Degree | Index | AB Degree + 15 Sem. Hrs. Grad. Cred. | Index | MA Degree | Index | MA Degree + 15 Sem. Hrs. Grad. Cred. | Index | Ed.S Ed.D PHD |
|------|-------|-----------|-------|--|-------|-----------|-------|--|-------|---------------------|
| 0 | 1.00 | 8,675 | 1.04 | 9,022 | 1.08 | 9,369 | 1.12 | 9,716 | 1.16 | 10,063 |
| 1 | 1.04 | 9,022 | 1.08 | 9,369 | 1.12 | 9,716 | 1.16 | 10,063 | 1.20 | 10,410 |
| 2 | 1.12 | 9,716 | 1.16 | 10,063 | 1.20 | 10,410 | 1.24 | 10,757 | 1.28 | 11,104 |
| 3 | 1.18 | 10,237 | 1.22 | 10,584 | 1.26 | 10,931 | 1.30 | 11,278 | 1.34 | 11,625 |
| 4 | 1.24 | 10,757 | 1.28 | 11,104 | 1.32 | 11,451 | 1.36 | 11,798 | 1.40 | 12,145 |
| 5 | 1.30 | 11,278 | 1.34 | 11,625 | 1.38 | 11,972 | 1.42 | 12,319 | 1.46 | 12,666 |
| 6 | 1.36 | 11,798 | 1.40 | 12,145 | 1.44 | 12,492 | 1.48 | 12,839 | 1.52 | 13,186 |
| 7 | 1.42 | 12,319 | 1.46 | 12,666 | 1.50 | 13,013 | 1.54 | 13,360 | 1.58 | 13,707 |
| 8 | 1.48 | 12,839 | 1.52 | 13,186 | 1.56 | 13,533 | 1.60 | 13,880 | 1.64 | 14,227 |
| 9 | 1.54 | 13,360 | 1.58 | 13,707 | 1.62 | 14,054 | 1.66 | 14,401 | 1.70 | 14,748 |
| 10 | 1.60 | 13,880 | 1.64 | 14,227 | 1.68 | 14,574 | 1.72 | 14,921 | 1.76 | 15,268 |
| 11 | | | | | 1.74 | 15,095 | 1.78 | 15,442 | 1.82 | 15,789 |
| 12 | | | | | 1.80 | 15,615 | 1.84 | 15,962 | 1.88 | 16,309 |

Credit for up to 8 years previous experience is allowed.

Approved by the B.H.E.A. – Adopted by the Board of Education August 24, 1973

SALARY SCHEDULE B-2 EXTRA PAY – EXTRA DUTY

Percentage of A.B. schedule according to years of experience in coaching. Experienced transferred up to eight (8) years (pertains to athletics only). For transfer rate from one level to another for coaching experience in same sport, use the following table:

| POSITION | PERCENT OF TRANSFER RATE |
|---|-----------------------------|
| Assistant Varsity or Head Junior Varsity to Head Varsity | 50 |
| Assistant Junior Varsity or Ninth Grade to Head Varsity | 33½ |
| Assistant Junior Varsity or Ninth Grade to Assistant Varsity or Head Junior Varsity | 75 |
| College to High School or High School to Junior High | 100 |
| Junior High to High School | 50 |

| ATHLETIC – HIGH SCHOOL | PERCENT OF A.B. BASE |
|---|-------------------------|
| 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 |
| ATHLETIC – GIRLS – HIGH SCHOOL | |
| Head Basketball | 7 |
| Jr. Varsity Basketball | 5 |
| Head Volleyball | 6 |
| Head Softball | 6 |
| Head Track | 6 |
| ATHLETIC – GRADE 7–8 BOYS | |
| Faculty Chairman and Equipment Manager | 4 |
| Head Football – 8th | 4 |
| Assistant Football – 7th | 4 |
| Head Basketball – 8th | 4 |
| Assistant Basketball – 7th | 4 |
| Head Track – 7th and 8th | 4 |
| ATHLETIC GRADE 7–8 GIRLS | |
| Head Basketball | 4 |
| Head Volleyball | 4 |
| Head 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 |
| Dramatic 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* |
| Vocal Music | 6 |
| School Paper | 6 |
| Debate | 6 |

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

APPENDIX B-3

BENTON HARBOR AREA SCHOOLS

400 Pipestone Street
Benton Harbor, Michigan

VOCATIONAL EDUCATION TEACHERS SALARY SCHEDULE

B.A. Base \$8,400 – 1973-74

| Exp. | Index | 0 Sem. Hours | Index | 32 Sem. Hours | Index | 64 Sem. Hours | Index | 96 Sem. Hours | Index | BA Degree |
|------|-------|-----------------|-------|------------------|-------|------------------|-------|------------------|-------|--------------|
| 3 | 1.00 | 7,057 | 1.04 | 7,339 | 1.08 | 7,622 | 1.12 | 7,904 | 1.16 | 8,186 |
| 4 | 1.04 | 7,339 | 1.08 | 7,622 | 1.12 | 7,904 | 1.16 | 8,186 | 1.20 | 8,468 |
| 5 | 1.12 | 7,904 | 1.16 | 8,186 | 1.20 | 8,468 | 1.24 | 8,751 | 1.28 | 9,033 |
| 6 | 1.18 | 8,327 | 1.22 | 8,610 | 1.26 | 8,892 | 1.30 | 9,174 | 1.34 | 9,456 |
| 7 | 1.24 | 8,751 | 1.28 | 9,033 | 1.32 | 9,315 | 1.36 | 9,598 | 1.40 | 9,880 |
| 8 | 1.30 | 9,174 | 1.34 | 9,456 | 1.38 | 9,739 | 1.42 | 10,021 | 1.46 | 10,303 |
| 9 | | | 1.40 | 9,880 | 1.44 | 10,162 | 1.48 | 10,444 | 1.52 | 10,727 |
| 10 | | | | | 1.50 | 10,586 | 1.54 | 10,868 | 1.58 | 11,150 |
| 11 | | | | | | | 1.60 | 11,291 | 1.64 | 11,573 |
| 12 | | | | | | | 1.66 | 11,715 | 1.70 | 11,997 |

Approved by the B.H.E.A.

Adopted by the Board of Education August 24, 1973

APPENDIX B-3

BENTON HARBOR AREA SCHOOLS

400 Pipestone Street

Benton Harbor, Michigan

VOCATIONAL EDUCATION TEACHERS SALARY SCHEDULE

B.A. Base \$8,675 – 1974-75

| Exp. | Index | 0 Sem. Hours | Index | 32 Sem. Hours | Index | 64 Sem. Hours | Index | 96 Sem. Hours | Index | BA Degree |
|------|-------|-----------------|-------|------------------|-------|------------------|-------|------------------|-------|--------------|
| 3 | 1.00 | 7,290 | 1.04 | 7,582 | 1.08 | 7,873 | 1.12 | 8,165 | 1.16 | 8,456 |
| 4 | 1.04 | 7,582 | 1.08 | 7,873 | 1.12 | 8,165 | 1.16 | 8,456 | 1.20 | 8,748 |
| 5 | 1.12 | 8,165 | 1.16 | 8,456 | 1.20 | 8,748 | 1.24 | 9,040 | 1.28 | 9,331 |
| 6 | 1.18 | 8,602 | 1.22 | 8,894 | 1.26 | 9,185 | 1.30 | 9,477 | 1.34 | 9,769 |
| 7 | 1.24 | 9,040 | 1.28 | 9,331 | 1.32 | 9,623 | 1.36 | 9,914 | 1.40 | 10,206 |
| 8 | 1.30 | 9,477 | 1.34 | 9,769 | 1.38 | 10,060 | 1.42 | 10,352 | 1.46 | 10,643 |
| 9 | | | 1.40 | 10,206 | 1.44 | 10,498 | 1.48 | 10,789 | 1.52 | 11,081 |
| 10 | | | | | 1.50 | 10,935 | 1.54 | 11,227 | 1.58 | 11,518 |
| 11 | | | | | | | 1.60 | 11,664 | 1.64 | 11,956 |
| 12 | | | | | | | 1.66 | 12,101 | 1.70 | 12,393 |

Approved by B.H.E.A.

Adopted by the Board of Education August 24, 1973

**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 1973-74 SCHOOL CALENDAR

| | | | |
|--------|----|---------|---|
| August | 27 | (Mon.) | -Teacher Orientation |
| August | 28 | (Tues.) | -Teacher Orientation |
| August | 29 | (Wed.) | -Teacher Orientation |
| August | 30 | (Thur.) | -Teacher Orientation |
| Sept. | 3 | (Mon.) | -Labor Day - No school |
| Sept. | 4 | (Tues.) | -First Day for Students - (full day) |
| Nov. | 21 | (Wed.) | -Dismiss for Thanksgiving (end of school day) |
| Nov. | 22 | (Thur.) | -Thanksgiving Day - No school |
| Nov. | 23 | (Fri.) | -Thanksgiving Recess - No school |
| Dec. | 21 | (Fri.) | -Dismiss for Christmas Recess |

(end of school day)

Dec. 24 to Jan. 4 -Christmas Recess

| | | | |
|------|----|---------|--|
| Jan. | 7 | (Mon.) | -Resume Classes |
| Jan. | 17 | (Thur.) | -Teacher Record Day (shortened student day) |
| Jan. | 18 | (Fri.) | -Teacher Record Day (shortened student day) |
| Jan. | 18 | (Fri.) | -End of First Semester |
| Mar. | 22 | (Fri.) | -Dismiss for Spring Recess (end of school day) |

Mar. 25 to Mar. 29 -Spring Recess

| | | | |
|-------|----|---------|-----------------------------------|
| April | 1 | (Mon.) | -Resume Classes |
| April | 12 | (Fri.) | -Good Friday - No classes |
| May | 27 | (Mon.) | -Memorial Day - No classes |
| June | 6 | (Thur.) | -Commencement |
| June | 7 | (Fri.) | -Students Last Day of Classes |
| June | 10 | (Mon.) | -Teacher Record Day - No students |
| June | 10 | (Mon.) | -Last Day of School Year |

Student Days

Teacher Days

| | | | | |
|-------|----------|-------|-----------------------|---------------|
| | | Aug. | 4-Teacher Orientation | -4 days |
| Sept. | 19 | Sept. | 20-Labor Day | -1 day |
| Oct. | 23 | Oct. | 23 | |
| Nov. | 20 | Nov. | 22-Thanksgiving | -2 days |
| Dec. | 15 | Dec. | 15 | |
| Jan. | 19 | Jan. | 19 | |
| Feb. | 20 | Feb. | 20 | |
| Mar. | 16 | Mar. | 16 | |
| April | 21 | April | 22-Good Friday | -1 day |
| May | 22 | May | 23-Memorial Day | -1 day |
| June | <u>5</u> | June | <u>6-Record Day</u> | <u>-1 day</u> |
| | 180 days | | 190 days | 10 days |

APPENDIX D-1

CODE OF ETHICS OF THE EDUCATION PROFESSION

Amended by the NEA Representative Assembly, July, 1972.

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 a 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 without discrimination on the ground of race, color, creed, sex or national origin.
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 or 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 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.
6. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
7. Shall not delegate assigned tasks to unqualified personnel.
8. Shall permit no commercial exploitation of his professional position.
9. 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 13, 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

Changes in the above text may not be made in reprints without permission of the Committee.

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 _____
4. Do not recommend for re-employment the 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