

## INTRODUCTION

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

ARTICLE I  
ACKNOWLEDGEMENT

A. The Bear Lake School Board hereby acknowledges the Bear Lake Education Association as the exclusive representative for all professional personnel including classroom teachers on tenure or probation, employed by the Board, but excluding Adult Education Teachers, supervisory and executive personnel, substitute teachers, teacher aides, office and clerical employees and all other non-teaching personnel. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association. The term "Board" when used hereinafter in this agreement shall refer to the Bear Lake School Board, and, where appropriate, its administrative employees and agents.

B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement. The individual teacher may request that a member of the Association be present.

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

ARTICLE II  
RIGHTS OF THE BOARD

A. All management function rights, powers and authority, whether heretofore or hereafter exercised, shall remain exclusively with the Board. It is expressly recognized that those functions include, but are not limited to, (1) full and exclusive control of the management and operation of the schools, (2) direction and supervision of the working force and the evaluation of the performance thereof, (3) the scheduling of work, (4) the right to introduce new or improved methods or facilities, (5) the reduction or increase of the working force, (6) the right to abolish or change existing jobs, including the right to establish new jobs, and (7) the right to formulate any reasonable rules and regulations and enforce such with any necessary disciplinary action. Notwithstanding any other provision of this Agreement, in the event the number of instructional hours or days provided for in this Agreement does not meet the requirements set forth by the State of Michigan or the requirements needed to receive full State aid, the Board reserves the right to adjust teacher and students' schedules to assure compliance.

B. All such functions, rights, powers and authority which the Board has not specifically abridged, terminated or modified by this Agreement are recognized by the Association as being retained by the Board.

C. It is agreed that the above cited management rights, and all others not so enumerated, are not subject to grievance procedures set forth in this agreement unless in the exercise of said rights the Board has violated a specific term or provision of one or more of the Articles of this agreement.

D. Notwithstanding anything contained in this agreement, the Board reserves the right to take any steps that may be necessary to comply with the Americans With Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job

functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with benefits that may be necessary to reasonably accommodate disabilities. It is understood and agreed that such action may be taken by the board without prior bargaining with the Association. In the event any provision of this agreement or application of this agreement conflicts with the ADA or similar state or federal legislation, the legislation shall prevail. In the event of a claim by Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the purposes underlying the ADA and other similar federal and state legislation. Notwithstanding any provision of this agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans With Disabilities Act (ADA) and other similar state or federal legislation.

### ARTICLE III ASSOCIATION AND TEACHER RIGHTS

- A. The Association and its members shall have the privilege of using school building facilities for meetings. The meetings must be scheduled through the superintendent or principal.
- B. The Association, upon request, will be provided with available public information concerning the district. This section shall not be construed to require the Board to create documents or make compilations or summaries of information.
- C. Teachers shall have the right to discuss with the Administration and Board any new methods or innovations affecting the curriculum and/or education of the students involved.
- D.
  - 1) Each teacher shall have the right, upon request, to review and make copies of those contents of his own personnel folder on file in the main office, which pertain to or are the result of an evaluation completed since the beginning date of employment in the Bear Lake School. Such records shall not be removed from said office. A representative of the Association may be requested to accompany the teacher in such review.
  - 2) All records contained in the personnel folder regarding dismissal, suspension, discipline, complaints, allegations, charges, counseling or psychological records, and personnel evaluations shall not be released to third parties without the written consent of the teacher or pursuant to a lawfully issued order, subpoena, or Freedom of Information Act requirement.
  - 3) The Board further agrees that in the event a request is made by a third party for the above personnel records the Board shall promptly notify the employee and at the request of the employee that it shall deny the request absent a lawfully issued order, subpoena, or Freedom of Information Act requirement.
- E.
  - 1) No teacher shall be disciplined (including warnings, reprimands, suspensions, discharge, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure contained in this agreement. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing. This section shall not apply to the non-renewal of a probationary teacher.
  - 2) The Board recognizes the employee's right to have the consideration of his or her dismissal, suspension, discipline or the consideration of periodic personnel evaluations conducted by the Board of Education in a closed hearing pursuant to the provisions of the Open Meetings Act, at the request of the named employee.

- F. A teacher shall be entitled to have present a representative of the Association during any disciplinary action other than a verbal warning when such action will become part of the teachers' personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Further, in the event disciplinary action other than verbal warning is to be taken, the teacher shall be advised of the right to representation under this provision prior to the action taken.

#### ARTICLE IV TEACHER ASSIGNMENTS

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

#### ARTICLE V VACANCIES AND PROMOTIONS

- A. The Board will automatically consider all staff members of the school in filling permanent teaching vacancies that may occur. Announcement in writing will be posted on the teachers' bulletin board and a copy furnished the president of the Association or designate when a teaching position is declared vacant or a new position is created. Upon written request, an interview will be granted. The teacher will have eight (8) calendar days from the date of the posting to notify the Board or Superintendent of their intent.
- B. 1) The Board shall cause to be posted all planned or potential extra-curricular positions specified in the Master Agreement.
- 2) The Board reserves the right to schedule or sponsor any and all extra-curricular positions and to appoint persons it deems appropriate to supervise student extra-curricular activities.
- 3) A vacancy shall be defined as a professional bargaining unit position which is unfilled because it is newly created or because the teacher holding that position has either been permanently transferred to a non-bargaining unit position or has permanently severed his/her employment through resignation, retirement, death or discharge.

4) If a vacancy can be filled through the recall of a laid off staff member who is certified and qualified for the vacant position, the Board shall fill the vacancy by recalling the laid off staff member after posting the position pursuant to this Article.

ARTICLE VI  
TEACHING CONDITIONS

A. Because the teacher/pupil ratio is an important aspect of an effective educational program, every reasonable attempt by the Board will be made to keep class sizes to a point where optimum and effective learning can take place.

B. 1) The normal school day for Senior High School teachers shall consist of six (6) class periods of which five (5) periods will be considered instructional and one (1) will be considered a preparation period. If it becomes necessary to assign a teacher a sixth class, such assignment shall be with the consent of the teacher. When more than one teacher is certified and available within the school day to teach a sixth class assignment the Board will consider seniority as well as other qualifications when making the assignment. Pay for a six period assignment will be 18.33 percent of the teacher's regularly scheduled compensation.

2) The normal school day for middle school teachers shall be the same as High School.

3) Elementary teachers shall be provided no less than fifty (50) minutes preparation time during the school day. Such preparation time shall be in no less than twenty (20) minutes increments.

4) The Board will not schedule mixed grade classrooms in DK-2 without consulting the Association. Should it be necessary to schedule mixed grades at the upper elementary level the Board recognizes that such combinations should contain a low number of students in relation to normal grade level rooms. Mixed grade classrooms in grades 3-6 shall not exceed twenty-five students. It is expressly understood that this section does not limit the Board when grouping students for instruction within a discipline or for special needs programs.

5) Should it be necessary to combine classes at the secondary level the Board will insure that one of the combined classes contains no more than ten students. If the smaller of the combined classes contains four or more students than the total of both classes will not exceed twenty-five students.

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

<u>Number of Students in Small Combined Classes</u>	<u>Pay Per Pupil/Per Year</u>
1-3 Students	\$400
4-6 Students	\$300
7-10 Students	\$2000 total

C. No class size shall exceed the number of students that can be accommodated by the facility.

D. Libraries will be open for student use during all student attendance days of the school year except for the last week of the school year.

- E. The responsibility for the assignment of students to their grades and classes shall rest solely with the administration with teacher recommendations being considered.
- F. Rules and regulations promulgated by the teacher or teachers in each classroom shall be reasonable, and the enforcement of discipline upon students by teachers shall protect the humanity and the dignity of each child. Such rules and regulations shall be approved by and filed with the immediate supervisor.
- G. During the period of time which constitutes the official school day, teachers may be assigned noon hour supervision in lieu of a class, duties pertaining to homeroom activities, assembly supervision, and supervision of hallways during class changes.
- H. The Board agrees to employ a teacher's assistant to supervise the noon hour playground. All teachers shall be entitled to a 25 minute duty-free uninterrupted lunch period. A classroom will be designated as a dining area solely for the use of the teachers.
- I. Each teacher shall submit requests for instructional equipment, materials, and supplies for the following school year in a manner requested by the administration on forms provided. Such requests will be submitted by such dates as determined by the administration.
- J. Each teacher will provide an accurate inventory, on a form provided, of instructional materials, supplies, and equipment under his/her care, together with the description of the condition thereof and a detailed explanation of the absence of any material, supplies, or equipment from the inventory.
- K. Teachers shall be informed of a telephone number that they may call to report unavailability for work. Requests for leave of absence shall be made as early as practicable. In the case of sickness or emergency, the teacher should call to report unavailability by 6:45 A.M.
- L.     1) The Board, in consultation with the Association, may schedule additional teacher workdays in addition to the base year. These extra days may be used for curriculum development, staff in-service, orientation, recording of student performance, or additional school days. Pay for these additional work days shall be on a per diem basis in accordance with Article X (F).
- 2) The base year shall be determined by averaging the number of teacher workdays of Kaleva Norman Dickson and Onekama.
- M.     1) The school district shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation. In the event the start of a school day is delayed, the School District shall be entitled to reschedule the lost time if doing so is necessary to satisfy state requirements pertaining to hours of pupil instruction or to receive full state aid.
- 2) Any adjustment in the calendar (with respect to this clause) will be negotiated with the Association.
- N.     Should an employee be required to make up a lost day, in accordance with section M above, for which an approved leave day had been previously charged, such leave day shall be removed from the employees record of absences.
- O.     School Calendar (*please see following page*)

Approved 06/07/06

## **Bear Lake School Calendar (B)** 2006/07

<u>WORK DAYS</u>	<u>STUDENT DAYS</u>			
3	0	M/T W	August 28 & 29 August 30	Teacher Professional Development Teacher Workday
19	19	T	September 5	<b>Students' First Day</b>
22	21	F	October 20	Teacher Inservice – No School
19	19	F W Th W W Th/F	November 3 November 8 November 9 November 15 November 22 November 23, 24 Thanksgiving Break	End of First Marking Period Parent/Teacher Conferences 5-8 PM Parent/Teacher Conferences 1-4 (1/2 day for students) No School 1/2 day for students/staff
15	15	F	December 22	Begin Christmas Break
22	21	T F W Th F	January 2 January 12 January 17 January 18 January 19	School resumes Teacher Inservice – No School Exams AM – Class PM Exams AM – Class PM Exams Am - (1/2 Day Records/1/2 Day Students)
19	18	F M	February 16 February 19	Staff Development – No School Students President's Day – No School
20	20	F Th	March 23 <b>March 29</b>	End of Third Marking Period <b>Begin Spring Break – No School Students or Staff</b>
16	16	M W Th F	April 9 April 11 April 12 April 13	School Resumes P/T Conferences 5-8 PM P/T Conferences 1-4 PM (students 1/2 day) 1/2 day for students/staff.
22	22	M T W Th	May 28 May 29 May 30 May 31	Memorial Day Exams AM – Class PM Exams AM – Class PM Exams AM – (1/2 Day Records/1/2 Day Students) Last Day for Students
<b>177</b>	<b>171</b>	<b>Totals</b>		

06.5.06

P. The Board and the Association acknowledge recent developments that may result in severely handicapped students being placed in programs at the Bear Lake School Site. The Board and the Association will cooperate in providing the best educational opportunity for all students in the school. However, the Board recognizes that special

care requires special training. Accordingly, no teacher shall be assigned or required to provide intimate personal care to any student without their written consent.

## ARTICLE VII PROTECTION OF TEACHERS

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. It is likewise recognized that discipline is a responsibility of the teacher in the classroom. A teacher may use such force as is necessary to protect himself/herself from attack or prevent injury to another student.

B. Any case of assault upon a teacher by a student or parent shall be promptly reported to the Board or its designated representative. The Board will advise the teacher of his rights and obligations with respect to such assault.

C. If a teacher is required to meet with legal counsel, police or judicial authorities, attend court proceedings or is recovering from physical injury because of an incident mentioned in Section B of this Article, time lost by the teacher shall not be charged against the teacher.

D. 1) Any official complaint directed toward a teacher shall be promptly called to the teacher's attention by their immediate supervisor. An official complaint is any written or verbal complaint received by any member of the administration or School Board about a member of the teaching staff that results in formal action or that merits reporting to other teachers, members of the Board of Education, or the administration, or is used as a basis of decision-making on personnel matters. Formal action is defined as investigation of a complaint, disciplinary measures or reporting to the Board of Education.

2) Promptly shall mean as soon as possible but not more than three (3) work days following the matter being brought to the immediate supervisor. A workday shall be defined as a day that school is in session or in summertime days that the central office is open for business.

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

E. If a claim is made against the Board as a result of an alleged tort or malpractice by a teacher, the accused teacher shall indemnify the Board from any liability if found guilty.

## ARTICLE VIII TEACHER EVALUATION

A. The evaluation of the performance of each teacher is the responsibility of the Administration. The Association recognizes that the evaluation process begins from the time school starts each day until school ends each day and that it is not limited solely to classroom observation. All observations of teachers shall be conducted openly and in person. No electronic device shall be used during the observation unless requested by the teacher.

B. Teacher evaluations shall primarily be intended to help the teacher to improve his effectiveness as a teacher while at the same time providing the basis for the orderly dismissal of an incompetent teacher as according to the Michigan Teacher Tenure Law.

C. Probationary teachers shall be evaluated not less than three (3) times per school year. Tenure teachers shall be evaluated not less than once every three years. Tenure teachers not formally evaluated in a given school year shall be considered to have performed competent work. A listing of such teachers will be provided to the Association annually. The names of teachers to be evaluated will be provided to the Association annually.

D. At least one formal classroom observation for each written evaluation of teachers shall be for not less than one-half a class period or twenty-five (25) minutes, whichever is greater.

E. The Administrator shall prepare and submit a written evaluation to the teacher within 10 school days of the formal classroom observation. The Administrator shall hold a post observation conference with the teacher for the purpose of reviewing the written evaluation and making any recommendation necessary.

F. A teacher who disagrees with an evaluation, may submit a written response, which shall be attached to the file copy of the evaluation in question.

G. No observation shall unduly interfere with the normal teaching-learning process.

H. The Board agrees not to change the evaluation instrument as included in the appendix for the duration of this agreement.

I. If an Administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. An adverse evaluation shall be defined as the statement by the Administrator on the evaluation form that a teacher's overall performance is unsatisfactory.

J. If discharge of a teacher is to be considered because of inadequacies observed in the evaluation of a teacher's professional work with students, such action must minimally be preceded by:

- 1) Repeated observations of the inadequacies by an Administrator through the evaluation process described above.
- 2) Clear direction that the teacher must improve and the consequences of failure to do so.
- 3) Adequate opportunity for the teacher to make improvements.
- 4) Assistance from administrators and school district resources to help the teacher improve.
- 5) Notification of the Association provided the teacher approves such notification.

K. In the observation/evaluation process, special consideration will be given where teachers are assigned unusual responsibilities or difficult situations.

L. Evaluation of coaches shall be conducted on the basis of the evaluation form dated August 1992 included in the Appendix to this agreement.

## ARTICLE IX LAYOFF AND RECALL

A. It is hereby specifically recognized that it is within the sole discretion of the Board to determine its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel.

B. 1) The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of layoff. A teacher notified of layoff shall have the right to replace another member of the bargaining unit who is the least senior teacher providing his/her certificate authorizes all subjects and/or grades involved to be taught, and provided that such replacement does not result in violation of an existing standard published by the North Central Association.

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

C. 1) Seniority shall be determined by the amount of time continuously employed as a member of the bargaining unit since the last date of hire.

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

D. Change in a teacher's certification after the first workday of the next school year following layoff shall not permit the teacher to be recalled by bumping. Bumping of newly hired teacher will not be permitted, if at the time of hiring (date contract is signed), the laid off teacher lacks the proper authorization and certification for such position, unless the teacher presents to the superintendent in writing, assurance to the satisfaction of the superintendent, that said teacher will have proper authorization and certification for said position prior to the beginning of the new school year.

E. Teachers on layoff shall be recalled in inverse order of layoff provided the teacher is qualified and certified for the vacancy. No new teacher shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers who are qualified and certified to fill the vacancy. A teacher shall lose his/her recall rights if he/she is not recalled within four (4) years of the effective date of layoff.

F. If an employee is notified of recall by registered mail with return, receipt requested, and fails to respond within ten (10) calendar days of the date the recall notice was mailed, or fails to report for duty within fifteen (15) calendar days of the date of the notice of recall was mailed, this shall constitute the employee's resignation from employment and automatic termination of his/her employment. However, any tenured teacher that has accepted a teacher contract and is employed by another school have the right of recall upon completion of that contract year, unless release from the contract is granted by the employing district and the teacher responds within ten (10) calendar days and returns within thirty (30) working days of notification.

G. Teachers on layoff will continue to accrue seniority, but their layoff time will not count towards salary raises and

other benefits. Beginning in the fall of 1981, teachers on leave will continue to accrue seniority, but their leave time will not count towards salary raises and other benefits. However, a teacher on leave will be entitled to a step increment on the salary schedule if the leave of absence does not exceed one year.

H. Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full time position.

I. Teachers on layoff shall notify the district of any change of address, certification or authorized teaching areas.

J. A teacher who is laid off and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to an adjusted annual salary rate, such that 50% of his/her unemployment compensation plus that adjusted salary rate will be equal to the scheduled rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

1) The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he or she been employed the entire school year.

2) The adjusted annual salary earned through employment in the district shall not be less than his or her salary for a similar period during the preceding school year.

ARTICLE X  
SALARY SCHEDULE

A. Teachers will be paid at the following salary scale for the 2006/07 school year.

**Bear Lake School  
2006-2007 Salary Scale**

	BA	BA + 1AC	MA/2-AC	MA+15/3AC
Step 1	<b>32,481</b>	33,423	<b>34,366</b>	36,563
Step 2	34,366	35,464	36,564	38,761
Step 3	36,251	37,505	38,762	40,959
Step 4	38,136	39,546	40,960	43,157
Step 5	40,021	41,587	43,158	45,355
Step 6	41,906	43,628	45,356	47,553
Step 7	43,791	45,669	47,554	49,751
Step 8	45,676	47,710	49,752	51,949
Step 9	47,561	49,751	51,950	54,147
Step 10	49,446	51,792	54,148	56,345
Step 11	<b>51,333</b>	53,838	<b>56,343</b>	58,541
Increments	1,885	2,041	2,198	2,198

**Bear Lake School  
2007-2008 Salary Scale**

	BA	BA + 1AC	MA/2-AC	MA+15/3AC
Step 1	<b>32,968</b>	33,924	<b>34,881</b>	37,134
Step 2	34,882	36,007	37,134	39,387
Step 3	36,796	38,090	39,387	41,640
Step 4	38,710	40,173	41,640	43,893
Step 5	40,624	42,256	43,893	46,146
Step 6	42,538	44,339	46,146	48,399
Step 7	44,452	46,422	48,399	50,652
Step 8	46,366	48,505	50,652	52,905
Step 9	48,280	50,588	52,905	55,158
Step 10	50,194	52,671	55,158	57,411
Step 11	<b>52,108</b>	54,754	<b>57,411</b>	59,664
Increments	1,914	2,083	2,253	2,253

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

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

- C.
- 1) The raise for the 2006/07 school year shall be 1.5% on base.
  - 2) The raise for the 2007/08 school year shall be 1.5% on base.
  - 3) The relative differential of the BA + 1AC and MA + 15/3AC scales shall be the same as the 2001-02 scale.
  - 4) The relative differential between steps on each scale shall be the same as 2003-04.
  - 5) Should the salary schedules of the three base districts not be determined as of August 1, 2004 the Board shall consult the BLEA regarding applying preliminary increases until a final salary schedule is derived. Adjustments will be made retroactive to the first payroll of the 2004-05 school year when the salary schedule is determined.

D. Extra Duty Pay Schedule

1) Varsity Basketball	9.5
J.V. Basketball	6.0
Varsity Baseball	6.0
Varsity Softball	6.0
Golf	5.0
Cross Country	6.0
Cross Country Assistant	5.0
Varsity Track	5.0
Volleyball	6.0
JV Volleyball	5.0
Varsity Skiing	4.5
Jr. High Basketball (7 <sup>th</sup> & 8 <sup>th</sup> 6%)	4.0
Summer Band Program	3.5
Jr. High Track	2.0
J.V. & Varsity Cheerleading	2.0
Forensics	2.0
Senior High Science Olympiad	2.0
Jr. High Volleyball	3.0
6th Grade Basketball	1.5
5th Grade Basketball	1.5
Elementary Cheerleading	1.5
Middle School Cheerleading	1.5
Pep Band Supervision	1.5
Senior Class Advisor	2.0
Yearbook Advisor	1.5
Junior High Science Olympiad	1.5
Junior Class Advisor	1.5
Sophomore Class Advisor	1.0
Freshmen class Advisor	1.0
Evening Concerts, Graduation, & Competitions	1.5
Student Council Advisor	1.5
Quiz Bowl	1.5

2) The above percentages are to be applied to the scheduled BA scale salary up to the BA-9 step. The appropriate step for each coach, up to the listed maximums, shall be equated to the years coaching a particular sport in Bear Lake at the assigned or higher level of competition.

3) Should an employee be assigned to coach two team levels of the same sport concurrently, pay for such assignment shall be as follows:

- a) Separate games/Separate practices- Above rates for each team.
- b) Separate games/Shared practices- Highest paid assignment and one half of second paid assignment.

E. 1. The Board will pay the following longevity amounts following completion of the indicated years of service with Bear Lake Schools.

15 years of service \$1,000  
20 years of service \$1,500  
25 years of service \$2,000

2. The Board will pay the following longevity amounts at the beginning of the indicated years of service with Bear Lake Schools.

30 years of service \$3,000

F. The Board will reimburse teachers tuition and fees for coursework completed with a grade of 'C' (2.0) or better provided such courses, or a planned program including such courses, are previously requested and approved by the Board and provided that the teacher is employed by Bear Lake Schools the semester following completion of the coursework.

G. Less than full-time teachers that are hired on a school year basis shall have their salary determined by dividing their weekly hours worked by those of a full-time teacher to determine a salary factor. The resulting salary factor shall be multiplied by appropriate salary step and scale to determine a salary factor. The resulting salary factor shall be multiplied by appropriate salary step and scale to determine an annual school year salary.

## ARTICLE XI INSURANCE

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

- A. MESSA Choices II PPO. No deductible for in-network services. Prescriptions to equal \$5/10 co-pay.
- B. Teachers not electing health insurance coverage may elect up to the amount of MESSA Choices II single subscriber premium to be distributed among cash and qualified benefits in accordance with the Flexible Benefits Plan Document for Bear Lake School.
- C. MESSA long-term disability (for those who qualify in the amount of 60% of gross salary upon termination of 60 calendar days or the teacher's sick leave, whichever is greater). Maximum coverage to \$3,000 monthly.
- D. MESSA Delta Dental Insurance Plan 80/80/80, \$1,000 maximum, with sealants and \$2,800 orthodontic coverage. Internal and external coordination of benefits shall be included.
- E. MESSA Negotiated Group Life in the amount of \$30,000 for each employee, AD and D in the amount of \$30,000 for each employee.
- F. MESSA VSP III Plus Vision Insurance. Internal and external coordination of benefits shall be included.
- G. Payroll deductions shall be available for all MESSA, MEFSA, MEA and approved annuity programs.

H. The Board's obligation to pay the per employee monthly insurance premium cost shall not exceed \$1,396.29 of the per employee monthly premium paid by the district for the 2006/07 school year beginning on December 1, 2006. For the 2007/08 school year the cost shall not exceed \$1,466.10 of the per employee monthly premium paid by the district if the blended student count (Feb 07/Sept 07) is set at 382 or above. If the blended student count (Feb 07/Sept 07) is under 382 the premium cap shall remain at the 2006/07 rate. Any premium cost in excess of this amount shall be deducted from the employee's payroll. Should the premium cost for the 2007/08 school year decrease, the contract may be opened for re-negotiation for the purpose of sharing half of the savings with the BLEA members. Such savings will be applied to salary up to ½% the 2007/08 salary schedule.

I. In the event the appropriate premium of the MESSA Choices II PPO plan shall exceed that cost specified in "H" above, the actual excess cost shall be determined by multiplying the number of participants in each program which is in excess times the total excess cost for each program. That amount then shall be divided by the number of teachers in the bargaining unit to provide the amount of adjustment to be made to the salary schedule.

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

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

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

FINANCIAL RESPONSIBILITY  
ARTICLE XII

A. Within thirty (30) days from the date of commencement of employment teachers shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of regular membership dues of the Association, including the National Education Association and Michigan Education Association.

OR

2. Pay a service fee to the Association. The amount of the service fee shall be determined in a legally permissible manner and shall be a legally permissible amount, not to exceed the dues uniformly required to be paid by members of the Bear Lake Education Association.

Deductions will be made according to current payroll deduction procedures as outlined by the administration. Teachers may authorize payroll deduction of the service fee in the same manner as teachers who authorize deduction of regular membership dues. In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.

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

B. The procedure in all cases of discharge for violation of this article shall be as follows:

1) The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.

2) If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

3) The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

D. Association agrees to assume the legal defense of any claim, demand, cause of action or lawsuit arising out of enforcement of this article. In addition, the Association agrees to indemnify and hold harmless the Bear Lake Schools, its Board of Education, past and present members of the Board of Education and past and present administrative employees and agents for any cost, liability, expenses or damages which may be assessed against any of them as a result of enforcement or compliance with this Article.

## LEAVE OF ABSENCE ARTICLE XIII

Teachers shall be granted leaves of absence at full pay for a total of ten days annually, accumulative to sixty (60) days, subject to the following regulations:

A. Sickness or Disability

1) For personal illness or disability of the teacher.

2) For critical illness of a member of the teacher's immediate family requiring personal attention or care of the teacher. The immediate family shall consist of spouse, father, mother, children, father in-law, mother in-law and siblings. Leave for critical illness of a family member shall be for a maximum of three (3) days. Upon request, the Board may grant additional leave.

3) A teacher who is unable to perform his assigned functions due to personal illness or disability and who has exhausted all his/her accumulated sick leave may be granted a leave of absence without pay for the remainder of the school year at the discretion of the Board.

4) The Board recognizes that disabilities include pregnancy, miscarriage, abortion, childbirth and recovery therefrom; but not limited to these.

5) Teachers may use sick leave days for pre-arranged doctor and dental appointments, however, teachers shall make a reasonable attempt to make said appointments outside of regular school hours.

B. Funeral leave for the death of an immediate family member, (see Article XIII, A-2) will be allowed to a maximum of five (5) days but limited to two (2) days before the funeral, the day of the funeral, and two (2) days after the funeral providing they are school days, depending on the circumstances involved. Two (2) days will be allowed for funeral leave for the teacher's grandparents, grandchildren, sister and brother. A teacher who has exhausted all his/her accumulated sick leave may be granted a leave of absence without pay for the remainder of the school year at the discretion of the Board.

C. The teacher shall have two (2) days for conduct of personal business. The personal day shall not be used to extend a holiday or for recreational purpose. These days are not accumulative. Request for personal leave days shall be filed with the principal at least 24 hours in advance. Exception to this procedure will be for occasions of sudden emergency.

D. Jury Duty and Court Appearance: In case of absence for jury duty or court appearance as a witness, the Board will pay the difference between the jury or witness pay and the teacher's regular salary.

E. Leave of absence without pay may be granted provided the leave is of benefit to the school program. Scheduled increments will be allowed only if the leave of absence does not exceed one year.

F. Military Leave of Absence: Military leave of absence will be in accordance with the terms and provisions of the State and Federal law.

G. Leave of absence days shall be available for use at the beginning of the school year for employees in their first two years of employment. Thereafter, leave time will accumulate at the rate of one day per month September through June.

- H. The Teacher may be required to furnish the Board with a medical certificate for sickness over three (3) days.
- I. At a minimum, any violation of the use of sick days will result in loss of pay and leave of absence for days abused. Any such abuse will be recorded in the permanent record of the offending teacher.
- J. Any teacher who is absent because of injury or disease which arose out of or during the course of his/her employment for which he/she receives compensation under the Worker's Compensation Law will receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the number of days he/she has accumulated sick leave. Deductions from accumulated sick leave will be made on pro-rated bases until accumulated sick leave is exhausted.
- K. Unused leave of absence will be kept on record during time of layoff or through approved leaves of absence.
- L. After reaching the top of the salary schedule and leaving the employment of the Bear Lake School system, unused leave days up to a maximum of 60 days, will be reimbursed at the rate of \$100.00 per day.
- M. The association will have two (2) days available to it for official Association business. These days will not be charged to any individual's accumulated leave days. The Association agrees to reimburse the Board an amount equal to the cost of a substitute teacher if one is used. Request for the above day shall be filed with the superintendent twenty-four (24) hours in advance.
- N. The superintendent may grant leaves of absence at full pay for attendance at professional meetings, conferences, school activities, community activities and other leave requests at his discretion.
- O. Teacher absences will be charged in increments to the nearest 1/6 of a day.
- P. Less than full-time teachers will be granted personal leave in accordance with provisions A-J above based on the following allocation:

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

Q. If during the preceding school year a teacher shall not have used more than three (3) combined personal business and/or sick leave days in accordance with 'A' and 'C' above, then, in the following year the teacher shall be credited with one "earned day" to be taken at the teacher's discretion upon previous notification of at least three school days to the building principal. The principal of each building shall not be obligated to grant more than three (3) such applications on any given day(s). Earned days shall be allowed to accumulate up to a maximum of ten (10) days at the rate of one per year.

R. 1) The Board and the BLEA recognize the educational and financial value of regular staff covering for short duration absences of colleagues. This example of professional responsibility shall be accommodated by not charging leave time against the absent employee when services of a substitute are not retained and when, in the opinion of the

administrator, such accommodation is appropriate.

- 2) It is further agreed that when less than full day absences are charged in accordance with Article XIII (0) that an hour of time in grades DK through 5 and a class period in grades 6-12 shall define 1/6th of a day. This subsection may be reopened for re-negotiation in the event the school district or its academic program is restructured.

#### ARTICLE XIV GRIEVANCE PROCEDURE

- A.
  - 1) A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or the unfair application of any policy or regulation of the Board directly related to teaching terms and conditions, may be processed as a grievance as hereinafter provided.
  - 2) The term "days" as used herein shall mean days in which school is in session or in summertime days that central office is open for business.
- B. In the event that a teacher believes there is a basis for grievance, the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. This discussion shall occur within fifteen (15) days of the violation, misinterpretation or misapplication, or within fifteen (15) days of the discovery thereof.
- C.
  - 1) If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may invoke the formal grievance procedure contained herein. A copy of the grievance form shall be delivered to the principal within five (5) days. If the grievance involves teachers at both the elementary and secondary levels, it may be filed with the Superintendent or the Superintendent's designee within five (5) days of the informal discussion.
  - 2) Written grievances will contain the following:
    - a) It shall be signed by the grievant or grievants;
    - b) It shall be specific;
    - c) It shall contain a synopsis of facts giving rise to alleged violations;
    - d) It shall quote at length the section alleged to have been violated.
  - 3) A grievance, which fails to satisfy these requirements, may be rejected.
- D. Within five (5) days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.
- E. If the teacher or Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Superintendent. Within seven (7) days, the Superintendent, or the Superintendent's designee, shall meet with the Association for the purpose of resolving the grievance, and shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.
- F.
  - 1) If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the time period above provided, the Association may submit the grievance to

the President of the Board, or his designee, within ten (10) days.

2) The Board shall allow the teacher or his Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled, which shall be no later than the second regular Board meeting after the grievance is filed.

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

G. 1) If the teacher or Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been rendered within the time limits provided above, the Association may submit the grievance to the arbitration step of the grievance procedure by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the Board's disposition or the date the Board's disposition was due. The arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.

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

H. Powers of the arbitrator are subject to the following limitations:

1) He shall have no power to add to, subtract from, disregard, alter or modify any of the provisions of this agreement.

2) He shall have no power to establish salary scales or other provisions of successor Agreements.

3) He shall have no power to decide any questions which, under the provisions of this Agreement, is within the sole responsibility of Management to decide.

4) He shall have no power to rule on the following:

a) Any complaint pertaining to the termination or non-renewal of a probationary teacher.

b) Any complaint involving the failure to employ or re-employ a teacher to an extra-curricular position.

5) He shall have no power to interpret state or federal law, as it relates to a contract violation, except as may be necessary to determine whether a grievance is arbitral.

I. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

J. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of a similar nature. However, either party upon mutual consent can request that grievances be consolidated if they involve common issues of fact and doing so would avoid duplication and expense.

K. The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall assume its own cost for the representation, including the expenses of any witness.

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

ARTICLE XV  
ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

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

ARTICLE XVI  
TEACHER'S CONTRACT

- A. Prior to April 30, 2006 the parties will begin negotiations for a new agreement concerning hours, terms and conditions of employment of teachers employed by the Board. A letter from the Association prior to April 30 and agreement upon a meeting day shall constitute beginning negotiations.
- B. It is recognized that no final agreement between the parties may be executed without ratification by both parties, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

C. All future individual teacher contracts shall be made expressly subject to the terms of this agreement and so stated in each individual contract.

D. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except as permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII  
WAIVER

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

ARTICLE XVIII

This agreement shall be in effect from September 1st to August 31st. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

For the Board of Education:

For the Association:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

APPENDIX A

## Teachers Evaluation Form

### Preamble

The Board and the Association agree that the present evaluation system and form need examination in light of developments in public education over the last ten years. Accordingly, both parties agree to appoint three representatives to serve on a study committee to examine teacher evaluation policies and procedures. A seventh committee member agreeable to both parties shall also be selected by the Board of Education and the Bear Lake Education Association.

During the study process, the treatment of probationary teachers shall be given close scrutiny.

Any proposed revision of the current contract provisions or the evaluation form shall require the approval of the Board and the Association prior to being made part of the Master Agreement.

(Board and BLEA agree to explore the revision of the evaluation form after the completion of negotiations on the 2004-2005 contract).

Board

BLEA

Date

TEACHER EVALUATION FORM



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

The teacher accepts and uses pupil ideas in classroom interaction. N/O 1 2 3 4

Motivation:

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

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

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

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

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

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

Evaluation:

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

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

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

Pupils feel that he/she is fair and consistent in evaluation (For High School Only). N/O 1 2 3 4

Management:

Generally students appear to be most self-directed. There is a climate of cooperation in which learning occurs. N/O 1 2 3 4

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

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

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

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

Overall Classroom Effectiveness:

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

Professionalism:

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

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

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

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

Communication Skills:

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

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

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

The teacher practices good grammatical skills, speaks without serious impairment, and his/her

language level is appropriate to the level of the pupils. N/O 1 2 3 4

Written:

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

Graphic:

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

*ACADEMIC PREPARATION*

General Knowledge:

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

Subject Matter:

The teacher is well-prepared, displaying an in-depth knowledge and understanding of his/her teaching field as shown by his/her ease in discussing and using content in organizing instructional materials. N/O 1 2 3 4

The teacher utilizes contemporary subject materials. N/O 1 2 3 4

The teacher is competent in the use of necessary and appropriate instructional materials. N/O 1 2 3 4

*PERSONAL QUALITIES*

Self Concept/Mental Health:

These are demonstrated by his/her practicing constructive self-criticism, by his/her accepting criticism, showing initiative and dependability by taking up problems and completing tasks independently. N/O 1 2 3 4

The teacher is punctual. N/O 1 2 3 4

The teacher accepts students' values and feelings. N/O 1 2 3 4

Appearance:

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

N/O 1 2 3 4

Health:

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

N/O 1 2 3 4

Human Relations:

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

N/O 1 2 3 4

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

N/O 1 2 3 4

The teacher uses appropriate statements in his/her interaction with students and others.

N/O 1 2 3 4

\* \* \* \* \*

Recommendation:

Tenure

Probationary

\_\_\_\_\_ Satisfactory Overall Performance

\_\_\_\_\_ Continue Probation

\_\_\_\_\_ Unsatisfactory Overall Performance

\_\_\_\_\_ Discontinue Probation

\_\_\_\_\_ Recommend Tenure

Teacher's Statement:

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

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Signature of Evaluator and Title

\* \* \* \* \*

Comments by Teacher:

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Comments by Evaluator:

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APPENDIX B

## BEAR LAKE COACHES EVALUATION FORM

NAME \_\_\_\_\_ COACHING POSITION \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

S - Satisfactory; NI - Needs Improvement; U - Unsatisfactory; N.O. - Not Observed

### COACHING AND RELATED AREAS:

	S	NI	U	N.O.
1. Overall knowledge of sport.....	X	X	X	X
2. Teaches fundamental skills.....	X	X	X	X
3. Demonstrates organization of appropriate drills, etc. during practice sessions.....	X	X	X	X
4. Demonstrates game organization.....	X	X	X	X
5. Promotes good sportsmanship.....	X	X	X	X
6. Willing to devote time & energy to coaching duties...	X	X	X	X
7. Works with participants to develop appropriate team and individual goals.....	X	X	X	X
8. At the beginning of each season, advises participants of all training rules and other regulations.....	X	X	X	X
9. Is competent in the understanding of basic athletic injury prevention and care.....	X	X	X	X
10. Provides supervision of locker rooms and building in general.....	X	X	X	X
11. Provides every student with an equitable opportunity to try out and participate.....	X	X	X	X
12. Complies with all deadline inventory, budget, physical exam cards, eligibility lists, etc.....	X	X	X	X
13. Accepts responsibility for maintenance and care of equipment and facilities.....	X	X	X	X

### PROFESSIONAL AND PERSONAL RELATIONS:

	S	NI	U	N.O.
1. Cooperates with Athletic Director.....	X	X	X	X
2. Develops and maintains positive relationships with				
A. Parents and Community.....	X	X	X	X
B. Students.....	X	X	X	X
C. Faculty and Staff.....	X	X	X	X
D. Game Officials.....	X	X	X	X
E. Opponents.....	X	X	X	X
F. School Administration.....	X	X	X	X
3. Maintains professional competency by				
A. Attending league and state meetings.....	X	X	X	X
B. Attending professional clinics.....	X	X	X	X
C. Reading current professional material.....	X	X	X	X
D. Knowledge of current rules and regulations.....	X	X	X	X

- 4. Displays motivation - enthusiasm and interest in this sport..... X X X
- 5. Contributes to total Athletic Program..... X X X X

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

\_\_\_\_\_  
Signature of Coach

\_\_\_\_\_  
Signature and Title of Evaluator

\_\_\_\_\_  
Date

Comments by Evaluator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments by Coach: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

cc Coach  
Personnel File

APPENDIX C

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

BX LANGUAGE ARTS

- BA English
- BC Journalism
- BD Speech
- BR Reading

CX SOCIAL SCIENCE

- CA Economics
- CB Geography
- CC History
- CD Political Science
- CE Psychology
- CF Sociology
- CH Anthropology
- CL Cultural Studies
- CM Behavioral Studies

DX SCIENCE

- DA Biology
- DC Chemistry
- DE Physics
- DH Geology-Earth Science
- DO Astronomy

EX MATHEMATICS

FOREIGN LANGUAGE

- FA French
- FB German
- FC Greek
- FD Latin
- FE Russian
- FF Spanish
- FH Italian
- FI Polish
- FJ Hebrew

GX BUSINESS EDUCATION

- GA Accounting
- GH Business Administration
- GI Secretarial Science
- GM Distributive Education

MISCELLANEOUS

- NC Driver and Safety Ed
- ND Library Science
- NJ Environmental Studies
- NR Computer Science
- NT Guidance Counselor

OX FINE ARTS

- PX HUMANITIES
- PR Academic Study of Religions
- PS Philosophy

SPECIAL EDUCATION

- SA Mentally Handicapped
- SB Speech Correction
- SC Orthopedically Handicapped
- SE Emotionally Disturbed
- SH Teacher of Homebound
- SK Education of the Blind
- SL Education of the Deaf

VA AGRICULTURE

- VB Business Education
- VD Distributive Education
- VH Home Economics
- VT Vocational Technical

BILINGUAL EDUCATION

- YA Bilingual French
- YB Bilingual German
- YC Bilingual Greek
- YE Bilingual Russian
- YF Bilingual Spanish
- YH Bilingual Italian
- YI Bilingual Polish
- YJ Bilingual Hebrew
- YK Bilingual Arabic
- YL Bilingual Other
- YM Bilingual Vietnamese

<u>HX</u>	<u>AGRICULTURAL EDUCATION</u>	YN	Bilingual Korean
		YO	Bilingual Yugoslavian
<u>IX</u>	<u>INDUSTRIAL ARTS</u>	YP	Bilingual Chaldean
		YR	Bilingual Chinese
<u>JX</u>	<u>MUSIC EDUCATION</u>	YS	Bilingual Filipino
<u>HOME ECONOMICS</u>		<u>AREAS OF SPECIALIZATION</u>	
		ZA	Early Childhood Pre-K & K
<u>LX</u>	<u>ART EDUCATION</u>	ZD	Middle School 5 thru 9
<u>MX</u>	<u>HEALTH PHYS ED &amp; RECREATION</u>	ZE	General El K-6
MA	Health		
MB	Physical Education		
MD	Recreation		
MH	Dance		

*Bear Lake  
Education Association*

*2006/07  
2007/2008  
CONTRACT*

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