

PROBLEM-BASED LEARNING
IN SOCIAL STUDIES OR LANGUAGE ARTS

A Final Appeal

The First Amendment
and *To Kill a Mockingbird*

Resource Book

Compiled by
Shelagh A. Gallagher



Royal Fireworks Press
Unionville, New York



Aurora Independent School District

CONTINUING CONTRACT WITH PROFESSIONAL PERSONNEL

Emp. # NHS444350897

This CONTRACT is between Aurora Independent School District Board of Trustees (Board of Trustees) and Tara Benson (Employee), NHS444350897 (Emp. #). The Board of Trustees agrees to employ, and the Employee agrees to accept such employment in the position of Teacher (Position), subject to the authority of the Board of Trustees, under the supervision of the Division Superintendent. The Board of Trustees and the Employee agree to the following conditions:

EMPLOYMENT CONDITIONS:

1. The services to be performed hereunder shall begin on August 20, 2007, and terminate on the last day of the 2007-2008 school year. In the event that this contract is terminated prior to the end of the contract period, payment will be made for services rendered.
2. The annual salary for the 2007-2008 school year, based on 187 days, is \$43,300. Any compensation changes shall be provided by separate salary notification. The schedule of payments under this contract shall be in 10 installments beginning the last work day of September for a 10-month contract; in 11 installments beginning the last work day of August for an 11-month contract or employed at a location with a Board of Trustees-approved modified calendar; and 12 installments beginning the last day of July for a 12-month contract. Employees who start after the beginning of the normal contract year shall be paid 1/10th, 1/11th, or 1/12th of the annual salary, as specified in the contract, for each of the remaining months of the normal contract year. The first month's pay for late-start Employees will be prorated if the first day of work does not correspond with the first work day of that month. The Board of Trustees shall deduct from each installment over the term of the Employee's contract the amount due under the Michigan Retirement System or the Aurora ISD Employees' Retirement System, as appropriate. The Board of Trustees shall also deduct all required federal and state taxes, including but not limited to Social Security, Medicare, and income tax withholding, other insurance deemed mandatory by the Board of Trustees, and any other deductions required by law over the term of the Employee's contract. All deductions for benefits will be withheld over the length of the Employee's contract. If the Employee does not hold a 12-month contract, an additional deduction will be made from the Employee's net pay during a contract month in order to provide summer payments, unless the Employee opts out of the summer payment program. The Employee's signature on this contract constitutes consent to deductions for the summer payments, unless the Employee has on file in the Office of Payroll Management a form electing participation in another pay plan. In the case of unexcused absences from duty, other absences for which the Employee is not entitled to paid leave, or salary overpayment, adjustments will be made on a prorated basis.

When schools are closed as a result of inclement weather or for other cause, the Board of Trustees may require such a loss of time to be made up within the school term or may extend the school term without additional compensation.

This contract is contingent upon approval by the government appropriating body of an annual budget sufficient to fund the Employee's position and may be discontinued in accordance with Section 22.1-99, Section 22.1-304, Section 22.1-307, or otherwise in accordance with the law.

3. The Employee shall perform such pertinent duties during the period of this contract as are deemed necessary by the Board of Trustees, Division Superintendent, or their designees. The Employee shall attend all assigned meetings, be at school during the hours of school operation, and be present at school or at other locations during such times as the Board of Trustees, Division Superintendent, their designees, or the Employee's principal or program manager may direct in connection with school events or activities. The Employee accepts these professional obligations and responsibilities and understands that duties may be assigned that will require participation and attendance outside the hours of school operation.
4. The Employee further agrees to meet all professional obligations and responsibilities and comply with provisions of the Constitutions of Michigan and the United States, federal law, the Michigan Administrative Code, the Michigan State Board of Education regulations, and with the rules, regulations, and policies of the school system. The Employee understands and agrees that the Board of Trustees, Division Superintendent, and their designees have the power to change the rules, regulations, and policies of the school system as they deem necessary at any time.
5. The Division Superintendent shall have authority to assign an Employee to a position in the school system and may reassign an Employee to any school or work location within the division during the term of this contract, provided no such reassignment shall adversely affect the salary of the Employee under the contract for the school year in which the contract is valid.
6. The Board of Trustees, upon recommendation of the Division Superintendent, may place the Employee on probation or may dismiss, fail to renew, or suspend the Employee in accordance with the Michigan Administrative Code and school system policies and regulations, paying for services rendered in accordance with this agreement to date of dismissal.
7. A request to resign from employment should be submitted on or before April 15 of the school year prior to the school year in which the resignation takes effect. A request that is submitted after April 15 but before June 1 that is to take effect prior to the following school year must include the reason for the resignation. Any request that is submitted: (i) after June 1 to take effect prior to the term of the following school year's contract, or (ii) during the school year in which the Employee submits the resignation request is not in compliance with the notice requirements of this contract and will not be accepted except under extraordinary circumstances beyond the control of the Employee. If the Employee submits his or her resignation after June 1, and the Division Superintendent or designee determines that the Employee did not have good cause for the late resignation, the Board of Trustees may impose the following conditions upon acceptance of the resignation:

- a. The Employee shall not be eligible for reemployment with the school system.
- b. In response to reference requests, the school system will advise that the Employee resigned his or her position without adequate notice and in breach of contract.

If, however, the Board of Trustees rejects the Employee's request to resign, and the Employee nonetheless declines to revoke his or her request to resign, the Board of Trustees may dismiss the Employee for breach of contract and abandonment of position. A recommendation to revoke the Employee's license may be made as provided for by the Michigan Administrative Code.

8. This contract shall be null and void and of no further force or effect if the Employee is not eligible under federal or state law to work in the United States.
9. The provisions of this contract supersede the provisions of any previous contract entered into for the purpose of employment.
10. Failure of the Employee to fulfill this contract may constitute sufficient grounds for the termination of the contract by the Board of Trustees.
11. The Employee shall meet, in full, state teacher licensure requirements for the position held within the time limits imposed by the regulations for the Michigan State Board of Education, the school division, and/or the Southern Association of Accreditation of Schools and Colleges. This contract is null and void if at any point during the term of this contract the Employee does not hold a valid license as defined by the Michigan State Board of Education.
12. This contract of employment shall remain in full force and effect from year to year subject to the provisions of the Constitution of the State of Michigan and the United States, federal law, the Michigan Administrative Code, the Michigan State Board of Education regulations, and with the rules, regulations, and policies of the school system, as modified by mutual consent, by operation of the law, or pursuant to school division policy.

Thelma Weaver

Chairman of the Board of Trustees

Gene Felder

Clerk of the Board of Trustees

Tara Benson

Employee

May 10, 2007

Date

Minutes

Aurora ISD Board of Trustees

The Board of Trustees of the Aurora Independent School District met in regular session on October 18, 2007, at the district's administrative offices located at 2337 North Galveston Avenue, Aurora, Michigan, in accordance with Chapter 551 of the Government Code. Vice-President Glenn Harrison called the meeting to order at 6:07 p.m.

Members Present Dr. Glenn Harrison, Vice-President; Ms. Adele Lennan, Secretary; and Trustees Mr. Dean Gamil, Ms. Suzy Hogat, and Ms. Jillian Smith

Members Absent Trustee Ms. Floris Dobson

Public Forum

The Chair asked if anyone would like to speak at the Public Forum. Ms. Mary Drake, 377 Fairview Road, expressed her thanks to the elementary principals for their support of the Cool Carpool program last month. Ms. Drake said that students who participated in the Cool Carpool program were given a special drive-up spot that helped them go through the drop-off/pick-up line more quickly.

A group of 25 parents, represented by Ms. Jocelyn Thompson, expressed concern with literature assigned in Ms. Tara Benson's literature class, particularly *To Kill a Mockingbird*. Principal Teague has agreed to look into the matter.

Mr. Brad Kingsley presented on behalf of six parents who would like more Advanced Placement courses offered in the high school. Mr. Kingsley pointed out that Advanced Placement is increasingly important for college admissions and that more courses, especially in the mathematics and science areas, would make students more competitive candidates for college.

Approval of Agenda

Dr. Harrison moved for approval of the agenda. Seconded by Ms. Lennan. The motion carried 5-0.

Special Recognition/Reports

A. Fire Prevention Week Award: Challenger Elementary School Chief Bob Weiss, Aurora Fire Department, made a presentation reminding the board that October is Fire Prevention month in the schools. He emphasized the importance of fire safety education and suggested that one reason that fire losses in Aurora are 20% below the national average is because of the high-quality fire prevention training that students receive in school. Chief Weiss explained that Deputy Chief Rolan's Fire Prevention Committee determined that Challenger Elementary School would receive the Fire Prevention Week Award this year for having the best participation. He clarified that participation in all of the schools was very good; Challenger had several classes with 100% involvement. Chief Weiss said he could not recall having a class that had 100%. He presented a plaque to Lisa Olson, Challenger Elementary School Principal. Ms. Olson thanked Ms. Maggie Frist, Administrative Assistant, for her hard work in support of this program.

Consent of Agenda

The superintendent recommended approval of the following items on the Consent Agenda:

- A. Approval of Board of Education Minutes for September 13, 2007, and October 8, 2007:** Copies of the minutes from the special board meeting of September 13, 2007, and the regular board meeting of October 8, 2007, were attached to the agenda materials.
- B. Approval of Recommendation of Wildcat Arena Rental Rates – 2nd Reading:** A copy of Aurora ISD “Regulations, Procedures, and Fees for School and Community Use of School Facilities,” Administrative Bulletin No. 75, dated May 24, 2004, page 5, were attached to the agenda materials. In the absence of any rental rate schedule under Classification III for usage of this facility, it is necessary that the following be adopted until such time as total operating costs become available for consideration and review. Recommended changes were in red.

Items for Action

Curriculum and Instruction

- A. Approval of Science Textbook Adoption Committee for the School Year 2008-2009, Grades K-12:** The superintendent recommended approval of the Science Textbook Adoption Committee. A copy of the Science Textbook Adoption Committee 2008-2009 was attached to the agenda materials.

Items for Information

- A. Financial Report for October 2007:** A copy of the monthly financial report for September 2007 was attached to the agenda materials.

The meeting adjourned at 7:58 p.m.

INTEROFFICE MEMORANDUM

To: Charles
From: Tara
Re: Our conversation last Friday
Date: October 22, 2007
CC:

Last Friday you stopped me in the faculty lounge to tell me about a “concern” that was raised at the Board of Trustees meeting. After thinking about this over the weekend, I wanted to make a reply.

I don’t want to insult parents or the Board of Trustees; however, I have to say that I was shocked at what you said to me last Friday. *To Kill a Mockingbird* is an American classic, considered one of the great novels of all time. It is also on the district’s approved reading list, so I don’t see why the board isn’t supporting me instead of the parents. I think it is dangerous to let a couple of hysterical parents affect a teacher’s instructional decisions. As for their “concerns,” let me make these points: First, the “n-word” is used as a literary device and reveals aspects of character that are important to understanding race in the South during the 1930s. Second, while it is true that the subject of the trial is perhaps questionable, it certainly isn’t anything these kids haven’t heard about, and more graphically, on TV, in music videos, and in other less credible books. So I don’t think I’m doing anything wrong. Actually, I think students are getting a very real sense of how things used to be in the South.

Let me also say that I don’t think it was appropriate for you to talk to me about this in the lounge in front of other teachers in the English department. It’s one thing to be challenged—I guess that’s always part of any job—but using your position of authority to tell me that I am on the “hot seat” (What does that mean, anyway?) in front of other teachers put me at a disadvantage and was embarrassing to boot.

I would appreciate it if in the future you could tell me things like this in private.

Teacher's Name Tara Benson Employee ID No. NHS444350897
 School Aurora High School Evaluation Year 2007-2008 (October 26)
 Grade-Subject 9/Language Arts

PLANNING AND ASSESSMENT			
	DOES NOT MEET	MEETS	EXCEEDS
The teacher plans instruction to meet individual, group, and program needs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The teacher selects appropriate resources to meet individual, group, and program needs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The teacher identifies and communicates specific student performance expectations.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The teacher documents student learning using appropriate assessment instruments.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
INSTRUCTION			
	DOES NOT MEET	MEETS	EXCEEDS
The teacher demonstrates an understanding of subject area.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The teacher creates learning experiences that make the subject matter meaningful for all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The teacher understands how students differ in their approaches to learning.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The teacher is able to differentiate instruction to meet students' diverse needs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The teacher uses a variety of materials, resources, and technology that promote the development of critical thinking, problem solving, and performance skills.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The teacher selects, evaluates, and refines a variety of teaching methods and strategies for active student participation and improvement of student learning.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LEARNING ENVIRONMENT			
	DOES NOT MEET	MEETS	EXCEEDS
The teacher communicates expectations clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The teacher manages student behavior.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The teacher maintains the momentum of instruction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The teacher monitors student understanding.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The teacher ensures a supportive learning environment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

HUMAN RELATIONS AND COMMUNICATION SKILLS

	DOES NOT MEET	MEETS	EXCEEDS
The teacher creates and maintains a positive classroom climate.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The teacher forges partnerships with parents that foster learning and well-being at home and at school.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The teacher builds positive relationships within the school and community.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PLANNING AND ASSESSMENT

	DOES NOT MEET	MEETS	EXCEEDS
The teacher demonstrates a consistent and professional attitude toward the accomplishment of division, program, and building-level goals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The teacher works in a collegial and collaborative manner with peers, school personnel, and the community to support and promote student learning and program evaluation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The teacher takes responsibility for and participates in a meaningful and continuous process of professional development that results in student progress.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The teacher fulfills educational leadership goals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments (Use additional page if needed):

Professional Goals:

Continue implementing available technology to enhance classroom instruction.

FINAL RECOMMENDATION

<input checked="" type="checkbox"/> Reappointment	<input type="checkbox"/> Conditional Reappointment	<input type="checkbox"/> Do Not Reappoint
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Signature of Principal/Evaluator Dr. Charles Teague **Date** October 26, 2007

Teacher and evaluator signatures are required. The teacher's signature indicates that the teacher has seen the completed evaluation form and attached report but does not imply agreement with the evaluation conclusion.

I have read this evaluation report. I understand that I may attach additional comments to this report.

Signature of Teacher Tara Benson **Date** October 26, 2007