

**Master
Agreement**
between
the
Lakeview Teachers
Represented
by
MEA/NEA Local 1
and the
Lakeview
Board of Education

2009 - 2011

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**AGREEMENT
BETWEEN THE
LAKEVIEW TEACHERS REPRESENTED BY
MEA/NEA LOCAL 1
AND THE
LAKEVIEW BOARD OF EDUCATION**

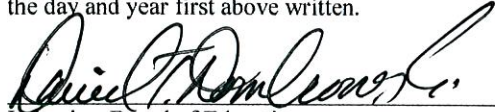
This Agreement entered into on October 21, 2009, which shall be effective September 1, 2009 and continuing through August 31, 2011 by and between the Board of Education of the Lakeview Public Schools, St. Clair Shores, Michigan, hereinafter called the "Board" and the Lakeview teachers represented by MEA/NEA Local 1, hereinafter called the "Association."

Whereas, the parties, following extensive and deliberate professional negotiations, have reached certain understandings which they desire to confirm in this Agreement:

Whereas, changes may be made at any time by mutual consent, and this Agreement shall remain in full force and effect until terminated as herein provided, and

Whereas this Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless mutually agreed upon in writing by both parties, and

In Witness whereof, the parties have signed this Agreement by their duly authorized representatives on the day and year first above written.



Lakeview Board of Education - **Daniel Dombrowski, President**



Karl D Paulson, Superintendent



MEA/NEA Local 1, Lakeview, President



**Michael C. Wenner, Vice President
Lakeview Board of Education**

MEA/NEA Local 1, Lakeview, Secretary



MEA/NEA Local 1

**Timothy Houlihan, Secretary
Lakeview Board of Education**

Now therefore, in consideration of the following mutual covenants, the parties agree as follows:

ARTICLE I NEGOTIATIONS

A. RECOGNITION

The Board hereby recognizes MEA/NEA Local 1 as the exclusive bargaining representative, as certified through appropriate statutes, for all certified Lakeview teaching personnel under contract, as defined by P.A. 379, 1965. The terms "teaching personnel" or "teacher" hereinafter in the Agreement shall refer to all Lakeview employees represented by MEA/NEA Local 1 in the bargaining unit including, therapists, psychologists, social workers, vocational education teachers, department heads, media specialists, unit members on leave, and Lakeview teachers assigned to the St. Clair Shores Vocational Education Consortium and/or Multi-District Program, but excluding supervisors (within the meaning of PERA), and substitute teachers, summer school teachers, persons employed in positions listed in Schedule B and mentors who are not otherwise employed as a member of this bargaining unit, and those employed as athletic director, Chapter I administrator, pre-school teachers, study hall monitors, and adult education teachers. The Board agrees not to negotiate with any other teachers' organization, nor individual or groups of individuals for the duration of this Agreement. The term "bargaining unit member" when used hereinafter in the Agreement shall refer to all employees represented by MEA/NEA Local 1 in the bargaining unit as above defined.

B. UNIT WORK

It is understood that bargaining unit work shall be assigned to bargaining unit members. If the District proposes to assign bargaining unit work to other personnel or to contract such work to non-District personnel, the Board shall meet with the Association for purposes of conferring on this matter. If the parties fail to agree on the exclusion of such work, the matter shall be referred to the Michigan Employment Relations Commission for resolution.

C. NEGOTIATIONS

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board and MEA/NEA Local 1, 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.

D. UNIT MEMBERS NOT COVERED BY TENURE

Teachers who are not covered by the provisions of the Michigan Teacher Tenure Act will be required to serve a probationary period not longer than that, which is required of certificated teachers under the Michigan Teacher Tenure Act. Whenever this Agreement specifies a benefit which accrues to "Tenure" teachers, such teachers who are not covered by the Michigan Teacher Tenure Act and who have completed such a probationary period, will be afforded such rights or benefits provided herein.

E. BOARD RIGHTS

It is mutually agreed that there is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it or heretofore otherwise properly exercised by it under the Michigan School Code Laws and Constitution of the State of Michigan and the United States excepting such matters or things as may be expressly and in specific terms limited by provisions of this Agreement.

F. MATTERS CONTRARY TO LAW

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

G. PRINTING OF AGREEMENT

Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. Fifty (50) copies shall be provided to the Association for Association use. Copies shall be provided within thirty (30) days of ratification by both parties to all Association members

**ARTICLE II
ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES**

A. NON-DISCRIMINATION

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to disability, race, creed, religion, color, national origin or ancestry, age, gender, sexual orientation, marital status, height, weight, and/or other legally protected characteristics or membership in or association with the activities of any employee organization. No religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except that teachers shall not further political or religious convictions on school time. The Board agrees to the concept of equal opportunity employment.

B. RIGHT TO ORGANIZE

Pursuant to Michigan Statutes, the Board hereby agrees that every Lakeview employee in this bargaining unit shall have the right to organize, join and support the Association without interference with assigned duties. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Lakeview teacher in the enjoyment of any rights conferred by laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any Lakeview teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association in accordance with this Agreement or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

C. USE OF BUILDING AND MAIL

1. The Association shall have the right to use school building facilities without charge for the purpose of conducting Association business subject to the following conditions.
 - a. No teacher shall be released from his/her teaching assignment to attend Association meetings.
 - b. Association requests for the use of such facilities shall be submitted to the appropriate administrator. Such requests shall be granted if the facility is available.
 - c. The Association shall pay for any additional custodial cost (that is incurred beyond the regular custodial hours) and for any damage occurring as a result of such usage.
2. A bulletin board in the staff lounge shall be made available to the Association and its members.

3. Inter- and intra-school mail, and e-mail will be made available to official communications of the Association. Individual teachers may use the inter-school mail system and e-mail for the purpose of conducting school business. Teacher mailboxes will also be available to teachers for their use.

D. REQUESTS FOR INFORMATION

The Board, upon request, agrees to furnish to authorized Association representatives within two (2) school days, available information as specified in such a request. The Board shall not be required to prepare special reports at the request of the Association. The President of the Association shall notify the Superintendent prior to October 1 as to the four (4) positions authorized to request such available information. Original records may be examined only in the Board of Education offices.

E. CONTINUITY OF OPERATIONS

Recognizing that the education of children is the basic reason for establishment and operation of our public school system, MEA/NEA Local 1 agrees that no strike, as defined under Act 379 of the Michigan Public Acts of 1965, will be voted, condoned, authorized or undertaken by its Lakeview members within the life of this contract and that any Lakeview teacher engaging in such a strike authorized or unauthorized by MEA/NEA Local 1 in the Lakeview District or in any of its schools will be subject to dismissal according to statutory provisions.

F. U.S. MAIL

All mail addressed to an individual teacher shall be forwarded immediately to that teacher unopened. The school address should not be used for personal mail.

G. PURCHASE AUTHORIZATIONS AND INVOICES

It shall be the responsibility of the teacher to forward, without delay, any bills or forms to the Administration Office. No bill shall be incurred without the approval of the principal and the School Business Official.

H. REPORTING OF ABSENCES

Teachers shall be informed of a telephone number they will call to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. Failure of a teacher to report such unavailability one (1) hour prior to starting time may result in disciplinary action unless good cause exists for the teacher's failure to report.

I. STUDENT TEACHERS

No student teacher will be accepted for pre-service or student teaching without first consulting the Association. Student teachers or pre-service students will not be placed while members remain on the layoff list who still have an active right to return to a position as provided for in ARTICLE VI - ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF AND RECALL, D.4.

The Board of Education and the MEA-NEA Local 1, Lakeview agree upon the following general guidelines for student teaching in the Lakeview Public Schools:

1. Acceptance of a student teacher by a Lakeview teacher will be voluntary.
2. Lakeview will follow any guidelines of the university for qualification(s) of the supervising teacher.

3. It is desirable for creating a good student teaching environment that elementary student teachers will be grouped in a minimum number of schools. The designated school will be rotated among those desiring student teachers.
4. The desires of student teachers for teaching grade, subject matter, and/or areas of specialization will be a prime factor in assignment.
5. All teachers will be informed when a student teacher may be available. Teachers desiring to be a critic teacher will inform the principal.
6. The experience of assignment of a student teacher shall be shared equitably and will not be denied without cause.
7. Any reasons for not being selected shall be made known upon request to the individual and/or the union president.
8. Student teachers will not be used as substitute teachers.
9. Critic teachers will have at least five (5) years of teaching experience, where possible.
10. Nothing concerning critic teacher experience other than the notice of the responsibility shall be included as a part of the critic teacher's evaluation.

J. EDUCATIONAL OPPORTUNITY

It is the policy of the Board and the Association that no student in this District shall, on the basis of race, color, religion, national origin or ancestry, age, gender, marital status, sexual orientation, disability, height, weight, and/or any other legally protected characteristic, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in its programs and/or activities in to seek to achieve full equality of educational opportunity to pupils.

K. RELEASE TIME FOR ASSOCIATION BUSINESS

1. The employer shall provide at no cost to the Association thirty-five (35) days per school year of released time for the handling of Association business as deemed appropriate by the Association President. The Association shall be granted five (5) additional days to be used for projects mutually agreed upon by the Superintendent and the MEA/NEA Local 1, Lakeview President/Designee. The Association may use additional days with the approval of the Superintendent/Designee by reimbursing the Board for the cost of the substitute for the released teacher.
2. The Association President will be granted one class period of daily release for Association business. This reflects a 20% reduction in student contact time. For secondary staff service as president, this class period will be scheduled adjacent to the president's lunch and regular prep period. Should a class period of release exceed sixty (60) minutes, the president will work a duty assignment for the difference in the amount of time (e.g., for an eighty (80) minute block, the president will work a twenty (20) minute duty assignment). For elementary staff serving as president, an equal amount of daily time will be granted. The Association and the Administration will mutually agree upon the scheduling of this time. Any exceptions to the scheduling of release time as above must be approved by the Association President. For non-classroom/itinerant staff serving as president, a commensurate caseload reduction will be made.

3. Any teacher engaged in any grievance or required as an essential witness in any grievance during the school day shall be released from regular duties without loss of salary, provided that the Superintendent or appropriate administrator has requested that such grievance meeting be held during the school day.
4. Teachers shall be released from their regular duties without loss of pay to meet with MERC or an arbitrator, provided that their presence is essential to such proceedings. Up to three (3) persons may be so designated in any single proceeding.

If the Association shall request any additional persons be released from their regular duties, the Association shall notify the Board as to which of the following options shall be utilized:

Option 1 -- Lakeview teachers currently under contract shall substitute for such released teacher.

Option 2 -- The Association shall reimburse the Board for the cost of substitutes for such released teachers. In such case, the Association may select a qualified substitute.

Option 3 -- Such days shall be deducted from Association days, as specified above.

5. The Association shall be given up to one hour for the purpose of a general membership meeting following the District's staff meeting on the first day of school. The general membership meeting will be included in the first day agenda sent to members.

L. SCHOOL CLOSINGS - INCLEMENT WEATHER

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 inclement weather, teachers shall not be required to report for duty. In anticipation of such a closing, the Superintendent will develop a plan which will ensure that teachers are notified, whenever possible, of the closing at least one hour prior to the teachers' starting time. The President of the Association will be notified of the closing at the time the decision is made.

M. SCHOOL CLOSINGS - MECHANICAL FAILURES

On those days when it may be necessary to close any building to the children due to mechanical failure or other conditions which may render the building unsuitable for occupancy, the teacher shall report for duty. The affected teachers may be used to substitute in their subject area or at any appropriate grade level within their certification and teaching experience. They may also be reassigned to work on professional projects approved by their building committee. A building committee comprised of teachers and principal shall develop a plan of action to meet the needs of that school. The committee will review the plan annually.

N. RESCHEDULING OF DAYS

1. Should the cancellation of scheduled student instructional days or teacher in-service days result in the District being in violation of the law or subject to loss of state funding, the days will be rescheduled at the end of the normal school year or as agreed to by the Board and the Association. This process will be applied on a District-wide or building by building basis as is necessary.

2. Should a makeup day be scheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day.

O. FOIA REQUESTS

The following provisions shall be applied to all requests for information regarding a teacher under the Freedom of Information Act (FOIA).

1. All requests must be made in writing and include the name, address, and telephone number of the person or organization making the request.
2. Once a FOIA request is received by the designated FOIA officer, the teacher and association president shall be notified immediately and provided with a copy of the FOIA request.
3. As soon as possible and before the FOIA request is granted, the administration will meet with the teacher and/or association representative(s) to review the FOIA request and the documents requested.
4. The Board shall honor all exemptions to the production of documents as specified in the FOIA request.
5. On any documents that may be released under a FOIA request, all exempt material must be redacted.

ARTICLE III PROFESSIONAL COMPENSATION

A. SALARIES

The salaries of teachers covered by this Agreement are set forth in Schedule A Salary Guide, which is attached to and incorporated in this Agreement.

1. **SALARY FORMULA**

The 2009-10 salary schedule shall be computed by multiplying the 2008-09 teacher salary schedule by 1.01 (increased by 1%). The 2010-2011 salary schedule shall be computed by multiplying the 2009-2010 teacher salary schedule by 1.01 (increased by 1%).

2. **COST OF LIVING ADJUSTMENT**

Cost-of-Living Adjustment Language (C.O.L.A.) will not be in effect during the 2009- 2011 bargaining agreement.

(Each year each teacher shall receive a Cost-of-Living Adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) and hereafter referred to as CPI, subject to the terms of this provision. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase, rounded to the nearest one-tenth of one percent, of the CPI, multiplied by the appropriate salary steps as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of the April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the CPI of April of the previous year. The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest \$1.00 to each teacher no later than June 30 of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule, but shall be paid by a check separate from the teacher's regular paycheck.)

(If the Government changes the make-up, timing, or base year of the index herein listed, representatives of the Board and MEA/NEA Local 1 shall meet for the purpose of negotiating a new C.O.L.A. criteria.)

B EXTRA-CURRICULAR RIDERS

The Extra-Curricular Riders are listed in Schedule B.

C. PAY OPTIONS

Teachers shall select one of the following options with mandatory direct deposit to the institution of their choice.

1. Bi-weekly pays throughout the school year.
2. Bi-weekly pays throughout the calendar year.
3. Bi-weekly pays throughout the school year with the summer payment on the last day before June 30 of the regular school year.
4. Adjustment will be made in years with fifty-three (53) Fridays, with notice given to employees at the time that pay options are chosen.

D. PRORATION OF SALARY

The Salary Schedule is based upon a normal weekly teaching load as hereafter defined in ARTICLE V – TEACHING HOURS AND LOADS and the School Calendar, which appears in Schedule C.

E. ADDITIONAL COMPENSATION AND DUTIES

1. No additional compensation will be made for any services rendered by the teacher, and no additional duties will be assigned unless a prior written agreement setting forth the terms and nature of such extra salary and duty has been made in writing and signed by both teacher and Superintendent/Designee and approved by the Board and Association.
2. In the event a secondary teacher is needed to teach an additional class period, (i.e. teaching on prep, zero hour, etc.), the position must first be offered to the most senior, certified, and available teacher. When a secondary level teacher agrees to teach an additional class period, during or outside the regular school day, the teacher will be compensated in the following way:
 - a. High School – 14% of the teacher’s place on the salary schedule per semester.
 - b. Middle School – 9% of the teacher’s place on the salary schedule per semester.

F. ADDITIONAL WORKDAYS - PROBATIONARY EMPLOYEES

Probationary teachers may be required to work up to five (5) days immediately preceding the beginning of the school year or immediately following the end of the school year, but the total number of days shall not exceed five in any one school year as defined in the School Calendar which appears in Schedule C. Teachers who work such days shall be paid \$45.00 for each day worked.

G. LONGEVITY

Longevity will be paid at the following for experience in Lakeview Public Schools;

Fifteen (15) Years	\$700
Twenty (20) Years	\$1200
Twenty-five (25) Years	\$1750

Longevity amounts shall not be cumulative. For those teachers whose longevity year falls at the conclusion of the first semester, a longevity payment equal to one-half (1/2) the above amount will be paid for the remainder of the school year. Full longevity payment will begin the following year.

H. RETIREMENT/RESIGNATION -- LEAVE DAYS

Employees who resign after ten (10) years in Lakeview will receive ten dollars (\$10.00) for each unused leave day up to the maximum allowable accumulated days. Employees who notify the District of retirement will receive sixty (\$60.00) for each unused leave day up to 180 days.

I. CREDIT FOR OUTSIDE TEACHING EXPERIENCE

The Superintendent may grant unlimited credit on the salary scale for teaching or related outside teaching experience.

J. LAKEVIEW EXPERIENCE

Lakeview salary increments are granted on the steps equal to the number of full years of Lakeview experience. A full year is defined as at least one semester of actual experience.

K. COMPLETION OF AN ADVANCED DEGREE

Upon certification prior to September 15 of the completion of an advanced degree, salary will be granted for the year. Upon certification prior to February 15 of completion of an advanced degree, one-half (1/2) of appropriate salary credit will be granted for the remainder of the contract year.

L. TUITION REIMBURSEMENT

1. Total tuition costs will be paid by the School District for the satisfactory completion of course work in local workshops and locally sponsored courses designed to meet specific in-service education needs of the Lakeview School District. This will apply to all teachers who participate in these workshops or specific courses, regardless of degree or certification status.

Whenever possible, the tuition will be paid directly to the college or university conducting the in-service education workshop or specific course designed to be locally sponsored.

If the course work is not completed to the satisfaction of the college instructor, deductions will be made from this contract salary in accordance with the provisions of this policy.

2. Teachers will be reimbursed at the rate of \$25.00 per semester hour (\$17.00 per term hour) upon satisfactory completion of college credit courses beginning after September 1 of the first year a teacher is under contract with the Lakeview Schools and completed satisfactorily by a teacher while still under contract with the Lakeview Schools.

The following provisions shall be necessary to participate in the tuition reimbursement program for college credit courses:

- a. Reimbursement will be made for college credit courses taken beyond a Bachelor's Degree, plus eighteen (18) semester hours required for a continuing certificate to a limit of twenty-two (22) semester hours prior to receipt of a Master's Degree.
- b. Reimbursement will be made beyond a Master's Degree.

- c. All college credit courses leading to an advanced degree will be accepted, providing a grade of B or better (where applicable) has been awarded.
- d. Other courses may be accepted upon prior approval of the Superintendent.
- e. Reimbursement will be made upon evidence of satisfactory completion of the course, providing the employee shall provide evidence that the tuition had been paid by the employee.
- f. Application and evidence of satisfactory completion shall be made on a form prescribed by the Superintendent.
- g. The tuition policy does not apply to intern teachers.
- h. Tuition will not be reimbursed for courses taken during the regular work day.

M. LIABILITY INSURANCE

- 1. The Lakeview Public School District shall provide insurance coverage which protects members of the Association for any legal action (except bodily injury or property damage claims arising out of ownership, maintenance, operation or use of any automobile not owned by Lakeview Public Schools) which could be instituted for actions performed within the scope of their employment in Lakeview Public Schools. Limitations: \$100,000 each person; \$300,000 each occurrence. If the Board is unable to obtain this coverage, their designees will meet with the Association to re-negotiate this coverage.
- 2. The fact that the District's carrier defends the teacher does not mean the District waives the right to instigate disciplinary or dismissal action toward that same teacher.
- 3. Employees are not to use their private car to transport students on District business. The District has no insurance coverage for the use of an employee's car and assumes no liability. If an employee must transport students, they shall arrange District transportation.

N. INSURANCE BENEFITS

- 1. The Board shall provide all insurance benefits listed in PLAN A as listed below for all teachers in the bargaining unit, except for those teachers electing benefits under PLAN B as listed below. Additionally, the Board shall provide the Long Term Disability Insurance benefits listed below for all teachers. Such benefits shall be provided, without cost to the teachers, to each teacher, and his/her dependents. The Board shall pay premiums for health insurance and prescription coverage for each part-time teacher at a percentage equal to the time such part-time teacher works during the school year.

a. PLAN A

i. HEALTH INSURANCE

- (a) Medical health coverage shall be Blue Cross Blue Shield Community Blue 1 (CB1) Plan, with a ten (\$10) office visit co-pay and the following riders: CNM, CNP, CRNA, DC, ECIP, ESRD, GCO, GCP-D, GLE-1, GPC-SAT2, HIT, HMN, ICMP, ASFP, BCP-PPO, BMT, CB-MH 0%, CB-MHP, CB-PCB, CB-PCM (750), CBPPO1, MLOS, ODMP, PDC, RAPS, ROMS, SD, SOCT, SOT-PE, SUBRO2, TBHD, XVA-2, MM65, MMC-PD. The funding arrangement shall be determined at the discretion of the District.

(b) A prescription program shall be provided through a third-party administrator with a \$0 generic and \$20 brand name co-pay if no generic is available. If a generic is available and the member chooses the brand name, the co-pay will be \$30. If the brand name drug is a medical necessity determined and documented by the member's physician, then the co-pay will be \$20. In addition, members may receive a three-month supply of maintenance prescription drugs for a one month co-pay at either retail or mail order pharmacies. The prescription drug program will provide the same or better level of access to medications as Blue Cross Preferred prescription drug card.

(c) Beginning with the 2010-2011 School Year, a \$100/\$200 deductible will be added to the above stated plan.

ii. DENTAL INSURANCE

Dental coverage shall have the following benefits: Class I (diagnostic/preventive) 100%, Class II (restorative) 90%, Class III (major restorative) 90%, Class IV (orthodontic) 80%. There will be a maximum annual benefit of \$1250 on Classes I, II, III, and a lifetime maximum of \$1500 on Class IV. The 100/90/90/80 dental plan is an indemnity, self-funded plan administered by a third party administrator. It does not utilize a network and claims will be paid directly to the provider.

iii. LIFE INSURANCE

Term Life Insurance in the amount of fifty thousand dollars (\$50,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule. Employees may purchase additional life for self and family members at the group rate to the limits of the carrier.

iv. VISION INSURANCE

Vision coverage shall be a 12/12/12 vision program administered by a third party administrator.

The plan will pay up to thirty-five dollars (\$35) for an optometrist and forty-five (\$45) for an ophthalmologist, once every twelve months. It will cover up to fifty-five dollars (\$55) for standard eyeglass frames once every twelve months. It will also cover eyeglass and contact lenses once every twelve months up to the following amounts:

Eyeglass Lenses:

	Clear	Tints	Polarized
Single vision	\$ 38	\$ 42	\$ 56
Bifocal	\$ 60	\$ 70	\$ 90
Trifocal	\$ 72	\$ 84	\$ 110
Lenticular	\$108	\$118	\$ 138

Contact lenses: \$115 (\$200 if contact lenses are medically necessary).

This 12/12/12 vision plan is an indemnity, self-funded plan. It does not utilize a network and claims will be paid directly to the provider.

v. **LONG TERM DISABILITY INSURANCE**

The Board will provide, without cost to the teachers, Long-Term Disability Insurance. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of five thousand dollars (\$5,000) and shall begin after the expiration of ninety (90) calendar days or after the modified fill requirements of the contract are met.

b. **PLAN B**

Teachers not electing insurance benefits as described in Section N. 1. a & b. above shall be provided by the Board with the following insurance benefits. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section N. 1. a & b. above, and his/her eligible dependents. The Board shall pay premiums for health insurance and prescription coverage for each part-time teacher at a percentage equal to the time such part-time teacher works during the school year.

i. **DENTAL INSURANCE**

As described above under Plan A.

ii. **LIFE INSURANCE**

Term Life Insurance in the amount of sixty thousand dollars (\$60,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule. Employees may purchase additional life for self and family members at the group rate to the limits of the carrier.

iii. **VISION INSURANCE**

As described above under Plan A.

iv. **LONG TERM DISABILITY INSURANCE**

As described above under Plan A.

v. **PAYMENT IN-LIEU**

A full time teacher who opts out of Plan A and is covered by an alternative medical/prescription program will be paid three thousand dollars (\$3000) annually on a bi-weekly basis beginning at the conclusion of the open enrollment period.

2. **ELIGIBILITY FOR INSURANCE BENEFITS**

a. The Board shall provide all insurance benefits listed in PLAN A above for all teachers in the bargaining unit, except for those teachers electing benefits under PLAN B as listed above. Such benefits shall be provided, without cost to the teachers, to each teacher, and his/her dependents.

b. Teachers employed after the start of the school year shall receive insurance benefits beginning as of the first day of employment and such benefits shall continue in force for the balance of each school year, including the summer months except that insurance shall be discontinued on the effective date of retirement. (E.g. A teacher whose effective date of retirement is August 31 shall receive District paid insurance benefits throughout the summer.)

- c. The Board shall continue to provide insurance benefits listed above for sixty (60) days following the layoff of any teacher.
- d. The Board shall establish an open enrollment of thirty (30) days, commencing from the first day of school in each school year of this contract. The Board in cooperation with the insurance carrier(s) shall be responsible for providing all necessary enrollment application and claims materials.
- e. Lakeview teachers who complete the full year will receive all benefits through the summer except that insurance shall be discontinued on the effective date of retirement. (E.g. A teacher whose effective date of retirement is August 31 shall receive District paid insurance benefits throughout the summer.)
- f. The Board shall pay premiums for each benefit listed above for part-time employees at a percentage equal to the time such part-time teacher works during the school year as defined in ARTICLE IV - CONDITIONS OF EMPLOYMENT, G. 1.
- g. A teacher placed on long term disability will continue to receive health and prescription benefits for a period of two years.

O. NATIONAL HEALTH INSURANCE SEVERABILITY CLAUSE

If a National Health Insurance Program is instituted by action of Congress or any government agency during the life of this agreement, the parties hereto shall meet to renegotiate this Article. The parties agree that the objective of the negotiations will be to attempt to make employees whole for the level of benefits provided in this Agreement.

P. WAGE AND BENEFIT CONTROL SAVINGS CLAUSE

If any salary/wage or benefit provision of this Agreement is nullified or modified by an action of any government agency, as a result of the institution or reinstatement of any form of wage and benefit controls or programs, the parties hereto shall meet to negotiate over the impact of the change(s). The parties agree that the objective of the negotiations will be to attempt to make employees whole for the level of benefits provided in this Agreement.

**ARTICLE IV
CONDITIONS OF EMPLOYMENT**

A. AGENCY SHOP

- 1. All teachers in the bargaining unit, as a condition of continued employment, shall, on or before the thirtieth (30th) day following the beginning of the school year, beginning of their employment, or the execution of this Master Agreement, whichever is later, either:
 - a. Become members of the Association, or
 - b. Pay to the Association a service fee, pursuant to Section 10 (1) (C) and (2) of the Public Employment Relations Act, equivalent to the amount of dues and assessments uniformly required of members of the Association including local, state, and national dues.

2. Each teacher who does not tender his/her dues and assessments or service fees directly to the Association shall authorize payroll deduction for such dues/assessments or service fees.
3. Such deductions shall be scheduled with the payroll office on the authorization form provided by the Association.
4. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the employer shall deduct one-tenth (1/10th) of such dues, assessments, and contributions from the regular salary check of the bargaining unit member from ten (10) consecutive pays. Such deductions shall begin with the first paycheck following a period of ten (10) working days after receipt of authorization by the payroll department.
5. The Board agrees to promptly remit to the Association all monies deducted on its behalf, accompanied by a list of teachers from whom deductions have been made.
6. In the event that a teacher shall not pay such dues or service fees directly to the Association or authorize payment through payroll deduction, as herein provided, 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 cause for discharge from employment.
7. In all cases where the Association requests discharge for violation of this Article, 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 advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. If the employee in question denies that he/she has failed to pay the Service Fee, then he/she may request, and shall receive a hearing before the Board of Education to determine whether he/she has failed to pay the Service Fee.
8. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:
 - a. The Board gives notice of such action to the Association which allows the Association to intervene as a party if it so desires, and
 - b. The Board gives cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

If any person paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected from him/her pursuant to this Article, such person may present such objection to the Association in accordance with the "Policy Regarding Objections to Political-Ideological Expenditures." Any challenge to service fees shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination there

under. The remedies set forth in the Association policy shall be exclusive, and less and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

B. PAYROLL DEDUCTIONS

Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such teacher and make appropriate remittance for municipal income taxes (if possible), annuities, credit union, charitable donations, MEA-PAC/NEA/PAC contributions or any other plans or programs jointly approved by the Association and the Board.

C. EMPLOYMENT OF NEW TEACHERS

No new teacher shall be employed by the Board for a teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and who is not certified by the State of Michigan.

D. EXTENDED SUBSTITUTES

1. In the instance that a position is opened for an extended period due to the inability of a classroom teacher to teach, the position will be filled, whenever possible, by a teacher certified for that position.
2. An extended period will be defined as an awareness that a teacher will be absent for more than twenty (20) days.
3. For non-classroom teachers, a meeting will be held between the Superintendent or Designee, the Principal of the affected school, the Association, and, if possible, the teacher involved for the purpose of filling the position with a substitute.

E. TEACHING CREDENTIALS

1. Each teacher will provide the School District with a transcript of college credits and shall be responsible for having his/her transcripts brought up-to-date annually if any additional college credit courses have been completed during the year.
2. Each teacher shall have the responsibility for maintaining full state certification.
3. Subject to the approval of the Superintendent, considering criteria currently set forth in Section 1527 of the Revised School Code, probationary teachers can earn professional development credit (time) required by Section 38.1526 of the School Code by participating in training provided by the National Educational Association, the Michigan Education Association and MEA/NEA Local 1, Lakeview.

F. TEMPORARY REASSIGNMENTS

1. Teachers shall not be assigned, except temporarily for two (2) days or less and for good cause, outside the scope of their teaching certificates or their major or minor fields.
2. During the school year, the building administrator shall have the authority to reassign any teacher to meet an emergency situation. Such reassignments shall be limited to the remainder of the semester or twenty (20) school days, whichever is less. Extensions may be agreed upon by mutual consent.

G. SHARED-TIME STAFF

Teachers may select job sharing, by application to the Personnel Office, and upon approval of administration, pair a teaching assignment.

Such a partnership will require special scheduling, administrative support, and effective communication to make this concept educationally sound. The principal and teachers will work out the arrangements for the equitable division of teaching and other responsibilities such as conferences, report cards, staff meetings, field trips, in-service, and records days; however, both teachers are expected to attend parent-teacher conferences, in-services, faculty meetings, and take responsibility in completing report cards.

1. Appointment to a shared-time position will be for a duration of one (1) school year. Denial of a shared-time request will not be a subject for the grievance procedure.
2. A shared-time teacher will receive a full year's credit on the seniority list, on the salary schedule, and for longevity.
3. S/he will receive proportionally reduced salary and proportional payment of the "A" benefit package which may be applied toward payment of the "B" benefit package.
4. In the event that a shared-time assignment becomes vacant, the teacher who remains will assume the position on a full-time basis for the remainder of the school year.
5. The Personnel Office must be notified by March 15 if two individuals are interested in a shared-time partnership. Once known positions are made available, the two teachers must apply for a shared-time position within the same process and time as teachers indicating their teaching preferences for the following year.
6. Subsequent vacant positions will become part of the posting pool.

H. HEALTH REQUIREMENTS

1. Any employee required by the County Health Department to take an x-ray due to exposure in the course of employment will not be charged sick leave or cost of x-ray.
2. The Board of Education reserves the right to require physical examinations, psychological, and psychiatric examinations by a Board-approved examiner for any employee at the expense of the Board of Education. The teacher, at his/her expense, may select an additional examiner. A single copy of all such requests and results of the examination will be kept in a confidential file, which shall be maintained by the Superintendent/Designee. Such reports shall not be copied or distributed to third parties.

I. MENTOR TEACHERS

1. Each probationary teacher, mentee, for his/her first three (3) years of teaching, will be assigned a mentor. The mentor, who shall be a volunteer, will support the mentee teacher in an informal, collegial fashion.
2. The mentee will select his/her mentor from among the current tenured bargaining unit members. This selection must be approved by the administration. The selection process will be completed within the first thirty (30) working days of each school year. If no mentor is chosen within this time

period, the administrator will appoint from volunteer tenured bargaining unit members. Should the number of acceptable volunteers be fewer than needed, the administration may solicit retired educators to serve as mentors.

3. Reasons for a volunteer not being selected as a mentor shall be made known upon request to the individual and/or the Association President. Selection or non-selection to be a mentor is non-grievable.
4. The professional mentor/mentee relationship is intended to be confidential. Mentors shall not be involved in the evaluation of the mentee and will have no role in the formal evaluation process as outlined in ARTICLE IX: TEACHER EVALUATION.
5. The mentee shall not be involved in the evaluation of the mentor. Neither the mentor nor the mentee shall participate in a grievance hearing against the other except for cases of misconduct.
6. Where possible, common preparation time may be assigned to the mentor and the mentee. With the approval of the administrator, release time may be arranged for the mentor and mentee to work together.
7. The administrator shall provide the mentor and mentee with training to fulfill their roles.
8. Mentee, mentor, or administrator may request a review of, or end to, the relationship at any time.
9. In order to support a first year mentee, a mentor shall receive a two hundred dollar (\$200.00) stipend. In order to support a second year mentee, a mentor shall receive a one hundred fifty dollar (\$150.00) stipend. In order to support a third year mentee, a mentor shall receive a one hundred dollar (\$100.00) stipend. In lieu of receiving any of the above stipends, a mentor can choose to be compensated two hundred fifty dollars (\$250.00) for materials per mentee per year. Mentors from outside the bargaining unit will be compensated at the same rate as bargaining unit members.

ARTICLE V

TEACHING HOURS AND LOADS

A. SECONDARY

1. High school teachers will be employed for a seven (7) hour and seven (7) minute teaching day that shall include:
 - a. Three (3) class periods of teaching time.
 - b. One (1) class period for preparation, conference and evaluation.
 - c. A directed study period, or an assignment within the school day, not to exceed the length of the directed study period.
 - d. A scheduled duty free lunch period of at least thirty (30) minutes.
 - e. In addition to their normal teaching day as described in (a) through (d) above, teachers must be at their assigned post seven (7) minutes before classes begin and remain four (4) minutes after school.

2. Middle school teachers will be employed for a normal seven (7) hour and two (2) minute teaching day that shall include:
 - a. Five (5) class periods of teaching time.
 - b. One (1) class period for preparation, conference, and evaluation.
 - c. A homeroom period or an assignment within the school day not to exceed the length of the homeroom period.
 - d. A scheduled duty free lunch period of at least twenty-five (25) minutes.

In addition to their normal teaching day as described in (a) through (d) above, teachers must be at their assigned post seven (7) minutes before classes and remain five (5) minutes after school.

3. The building administrator shall assign each teacher to one (1) extra-curricular club (other than those listed in Schedule B) or to an assignment, as equitably as possible, considering such factors as voluntary priorities, interest and the work load involved. There shall be no maximum time limitations as to voluntary clubs; assignments, however, shall be limited to twenty (20) hours per year unless specifically agreed to by the teacher. Teachers with split building positions will be exempted from this twenty (20) hour extra-curricular assignment.

B. ELEMENTARY

1. Elementary classroom teachers, special education teachers and specialists, shall be employed for a normal seven (7) hour and eight (8) minute teaching day that shall include:
 - a. Two (2) periods of instructional time of approximately equal in length totaling six (6) hours and nineteen (19) minutes.
 - b. A scheduled forty-eight (48) minute duty free lunch.
 - c. Teachers will assume supervision of students for purposes of entering and exiting the building for periods of not more than two (2) minutes. However, teachers will not prepare to leave the building at the end of the school day until after all their class has been supervised in an orderly and safe dismissal.
 - d. Teachers may take their students on recess according to the recess policy.
 - e. Teachers will be released from their regular teaching duties for two hundred twenty-five (225) minutes weekly. The Board will provide the time in a minimum of forty-five (45) minute periods and attempt to schedule the time each day. In the event this is not possible, a teacher shall have not more than one day per week without a preparation period.
2. Duty Free Lunch
 - a. Building administrators shall schedule adequate teacher supervision of children leaving the school building and property at dismissal time.

- b. When it is necessary for the building administrator to be absent from the building during the lunch period, a teacher may be placed on call in the administrator's absence. Teachers will assume duty on a rotating basis, with as much advance notice given as possible.
- c. There shall be no restrictions placed upon any certified teacher who wishes to voluntarily perform educational services to individual pupils or groups of pupils during the assigned duty free lunch period.

C. ALL TEACHERS

1. Teachers shall supervise students as they enter and leave the classroom, as well as providing general supervision to all children in their proximity during the teacher workday.
2. Teachers covered by the Master Agreement shall perform the duties that are related to their particular assignment in accordance with reasonable policies and regulations from time to time adopted by the Board.
3. Adjustments of assignments may be made within the normal school day for special programs, conferences, assemblies and events.
4. No teacher shall be responsible for dispensing medication on a regular basis or for medical procedures such as suctioning of tracheotomy, dealing with catheterization or changing diapers unless age appropriate.
5. Any certificated teacher may voluntarily perform additional educational services when such are approved by the Superintendent/Designee.
6. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school day should be directed toward insuring that the energy of the teacher is primarily utilized toward this purpose.
7. No teacher shall be required to insert, place, or write non-confidential materials in student CA-60 folders.

D. MEETINGS AND CONFERENCES

1. All teachers will be available for before school and after-school conferences, as well as being encouraged to attend and participate in building Parent-Teacher Organizations.
2. All teachers will attend scheduled staff meetings, departmental meetings, curriculum meetings and in-service meetings unless prior authorization is obtained from the building administrator. Staff meetings will be limited to ten (10) per semester and be one (1) hour in length unless longer meetings are mutually agreed upon. Additional meetings may be called in case of emergency.
3. Special education staff meetings may be called and special education staff will attend no more than three (3) one (1) hour meetings per year. Such meetings shall not count toward those meetings described in D.2.

4. Teachers, as required by law, will be available for MET, IEPC, and staffing meetings, provided that they have received at least five (5) school days notice, unless excused by an administrator.

E. SECONDARY CLASS SIZE

1. High School
 - a. Class size will not exceed a count of thirty-four (34) per section. The number of students will not exceed the limits of the available facilities.
 - b. High school music performance class size may exceed thirty-four (34).
 - c. Physical education class size will not exceed a count of thirty-seven (37) per section.
 - d. After the extra student(s) has (have) been enrolled in the class for ten (10) consecutive days, when the class exceeds the numbers listed above, the teacher shall be paid two dollars (\$2.00) per student, per day, from the first day the student(s) was (were) enrolled. Teachers will be paid for the overage in the pay period following the end of each semester.
2. Middle School
 - a. Class size will not exceed a count of thirty-four (34) per section. The number of students will not exceed the limits of the available facilities.
 - b. Middle school music performance class size may exceed thirty-four (34) per section.
 - c. Physical education class size will not exceed a count of thirty seven (37) per section.
 - d. After the extra student(s) has (have) been enrolled in the class for ten (10) consecutive days, when the class size exceeds the numbers listed above, teachers shall be paid two dollars (\$2.00) per student, per day, from the first day the student(s) was (were) enrolled. Teachers will be paid for overages in the pay period following the end of each semester.

F. ELEMENTARY CLASS SIZE

1. When class size exceeds twenty eight (28) for K-2 classes and thirty (30) for 3-5 classes for ten (10) consecutive days, a one-half time classroom assistant will be provided upon request. When classes reach three (3) students above the class size limits for ten (10) consecutive days, a full-time classroom assistant will be provided upon request. Assistants will be certified teachers whenever possible. The teacher may choose to be paid ten dollars (\$10) per day, per week, per student, in lieu of a classroom assistant after the extra student(s) has been in the class for ten (10) consecutive days to a maximum of thirty (30) dollars per student per week. When classes reach thirty-seven (37), the class will be divided into two (2) sections and a second teacher will be employed.
2. After the extra student(s) has (have) been enrolled in an **ELEMENTARY SPECIALS CLASS** for ten (10) consecutive days, when the class size exceeds the numbers listed above, teachers shall be paid two dollars (\$2.00) per student, per day, per week, from the first day the student(s) were enrolled. Teachers will be paid for the overage in the pay period following the end of each semester.
3. At no time shall the elementary class size exceed the available facilities.
4. Special education students integrated into a regular classroom part-time shall count as one (1) full student.

5. Principals will solicit input from teachers on the placement of students to classes. In the event it is necessary to create a combined grade level class, that class shall have five (5) students less than the larger non-combined grade level class at those levels. Once the non-combined class size reaches thirty (30) students, additional students will be added to the combined class. The involved teachers and principal may mutually agree to exceptions to provide the optimum instruction for students. Each elementary classroom teacher will have children assigned as equitably as possible taking into consideration the unique needs of the children. When a combined grade level class has fewer than five (5) students less than the larger non-combined grade level class for ten (10) consecutive days, a full-time classroom assistant will be provided upon request. After the extra student(s) have been in the class for ten (10) consecutive days, the teacher may choose to be paid ten dollars (\$10.00) per day, per student, in lieu of a classroom assistant, from the first day the student(s) was (were) enrolled. Teachers will be paid for the overages in the pay period following the end of each semester.

G. EQUIPMENT, SUPPLIES, AND FACILITIES

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

The Board shall provide:

1. A desk and separate lockable space for all teachers in the District for each building to which they are assigned .
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
3. Adequate white board space in every classroom.
4. Teacher's editions for exclusive use of the teacher in each of the courses he/she is to teach, to be returned to the principal at the close of each school year.
5. A dictionary in every classroom and a collegiate dictionary for every teacher, to be returned to the principal at the close of each school year.
6. Adequate storage space for instructional materials.
7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
8. Keys to their classrooms and personal offices. Teachers shall exercise reasonable care concerning doors, lights and windows.
9. An adequate lunchroom and/or staff lounge as well as restroom and lavatory facilities exclusively for non-student adult use. These facilities shall be smoke-free. As a minimum, there shall be maintained at least one such facility in each building (one on each floor of the high school) during the life of this contract.

10. Upon written request, keys and the alarm codes to an outside entrance of the teacher's building will be given to the teacher by their principal. The granting of keys shall be consistent for all teachers within a building. If such a request is to be denied, the principal shall furnish reasons in writing for such denial.
 - a. The use shall be job related.
 - b. The teacher shall indicate area(s) to be used and approximate time period(s) involved.
 - c. Such usage should not interfere with the building's security. Any negligence resulting in a financial cost to the District shall be assumed by the employee responsible.
 - d. Said key shall be returned to the building principal within a reasonable time after the intended purpose(s) have been accomplished.
 - e. Bargaining unit members acting as head coaches shall be provided a key to their building for the duration of the appropriate season. Usage of said key shall be subject to subsection (c) above.
11. Upon request of the teacher and authorized by his/her building administrator, the Board shall furnish without charge gym uniforms and tank suits for all physical education teachers, smocks for art, home economics, industrial education, business education, and science teachers, and shall provide without charge laundering service therefore.
12. Adequate duplicating equipment and supplies will be available in each school building to be used by the teacher in the performance of his/her normal classroom duties.
13. Telephones will be supplied in each classroom, staff lounge and office.

H. CARE OF DISTRICT EQUIPMENT AND MATERIALS

In those cases wherein a teacher has been negligent in the care of texts, equipment, books and other teaching materials, the cost for such items may be deducted from his/her salary.

I. PARKING

Adequate, improved, off-street parking will be provided to teachers. The District will continue its efforts to improve the removal of snow and ice from parking lots and sidewalks. The Administration will also continue its commitment to enhance security measures for employee parking lots.

J. HEALTH AND SAFETY

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well being.

Once standards for OSHA are met, teachers shall not make unauthorized modifications or alterations of equipment or facilities, which might cause a safety hazard.

K. ABSENCE OF PRINCIPAL

1. Each building may have one teacher facilitator to act in the absence of the principal. The teacher accepting this assignment shall be furnished written District guidelines and given an orientation.
2. Annually the District will seek volunteers in each building for this position.
3. It is understood that no teacher shall be liable for a classroom and the handling of a school crisis simultaneously.
4. The teacher facilitator will not act as a teacher's evaluator.
5. Teacher facilitators will be compensated for Superintendent-approved duties outside of their regular teaching day at \$33.60 per hour in 2009-2010 and \$33.94 per hour in 2010-2011.
6. The teacher facilitator may terminate this arrangement at his/her discretion.

L. STAFFING RATIO

For the duration of this contract, the Board agrees to a student/bargaining unit member ratio not to exceed 20/1 except in cases of emergencies.

M. MULTIPLE BUILDING ASSIGNMENTS

1. Teachers with split building assignments will have adequate travel time.
2. Teachers with split building positions will be exempted from the twenty (20) hour extra-curricular assignment.

N. GRADE APPEALS

A teacher whose grade is appealed shall be invited to attend the meeting of the grade review panel. At the meeting the teacher will be given the opportunity to present his/her rationale for the student's grade and answer any questions from the members of the panel. Notification of the decision of the review panel, including the specific rationale for the decision, will be provided to the teacher within three (3) days of the meeting. The fact that a grade was changed by the panel will not become a part of a teacher's evaluation.

O. INSTRUCTIONAL DAYS AND HOURS

1. If the State requirements for minimum days and hours of pupil instruction change during the life of this agreement, representatives of the Association and Board shall meet for the purpose of bargaining the school calendar and hours of instruction.
2. The District will offer at least the minimum time for professional development as required by Section 95 of the School Code. Hours offered at times outside of the school hours or calendar will be reimbursed at a rate determined by the District and attendance shall be voluntary.

ARTICLE VI

ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF AND RECALL

A. DEFINITIONS

1. Position -- shall be defined as placement to a building(s).
2. Assignment -- shall be defined as follows:
 - a. Elementary level shall mean placement in a grade level(s).

- b. Secondary level shall be defined as classes taught within a department(s). Department(s) shall be determined by three-fifths (3/5^{ths}) of the teacher's teaching hours.
 - c. All other assignments (psychologists, social workers, specialists, etc.) will specify responsibilities.
 3. Job -- shall be defined as placement to a building coupled with an assignment as defined above.
 4. Vacancy -- shall be defined as a job presently unfilled.
 5. Transfer -- shall be defined as a change in position or assignment to which the teacher agreed.
 6. Forced Transfer -- shall be defined as a change in position or assignment to which the teacher did not agree. A teacher who is transferred as a direct result of becoming a "displaced" teacher shall be deemed to have been force transferred.
 7. Qualifications -- shall be defined as:
 - a. State Certification and endorsement.
 - b. Meet Elementary and Secondary Education Act (ESEA) highly qualified requirements.
 8. Displaced Teacher -- shall be defined as: A teacher whose job has been eliminated and who is not laid off.
 9. Seniority List -- teachers shall be placed on a list as follows:
 - a. First -- tenure teachers according to seniority, with certification and endorsements being indicated.
 - b. Second -- probationary teachers according to seniority, with certification and endorsements being indicated.
 - c. The seniority list will contain:
 - i. teacher's name
 - ii. years of service
 - iii. starting date
 - iv. certification(s) and endorsement(s)
 - v. tenure / probationary status
 10. Seniority-- Seniority ranking as established in 1982 shall continue for this Agreement. New members of the bargaining unit shall be placed on the seniority list by date-of-hire. The Board will provide to the Association a list of employees who began active employment on the same day. The Association will provide this list of new employees to the Board in order of seniority as established by Association procedures.

Effective July 1, 1983, no seniority for any future administrative experience shall be credited. This provision shall apply to all current and future administrative personnel.

11. Layoff -- Layoff shall be defined as a cessation in employment due to conditions stated in this provision.
12. Days -- Where days are stipulated in this Article, they shall be interpreted as school days when school is in session. During summer recess, days shall be defined as calendar days exclusive of weekends and holidays.
13. Eligible
 - a. Tenure teachers who have been informed through their most recent evaluation that their performance is satisfactory.
 - b. Probationary teachers who are completing their final year of probation and have been informed through their most recent evaluation that their performance is satisfactory.
 - c. Teachers who are currently laid-off who have been informed through their most recent evaluation that their performance is satisfactory.
 - d. Any other teacher at the sole discretion of the Superintendent or Designee, prior to or during the pool.

B. TEACHER ASSIGNMENTS

The following procedure will be followed each year to place teachers in assignments for the next school year.

1. The Board will publish a Seniority/Recall List. The seniority/recall list shall be furnished to each bargaining unit member by February 15 of each school year.

The Seniority/Recall List will include all the items contained above in provision A. 9 of this Article and it will also contain the names, seniority date, tenure or probationary status, and certifications of all bargaining unit members who have been laid off and/or teachers on leave of absence who have requested to return to the District and whose term of leave has expired.

2. The Board will identify the known jobs to be staffed for the following school year. A listing of all such jobs, without teacher names, will be published and displayed in each building and a copy sent to each Association building representative no later than April 20 of each year.

3. Building Assignments

- a. Principals shall assign the current building staff, excluding teachers not returning to employment in the fall, to jobs no sooner than five days after publication of the List of Known Jobs. Principals must use the Teacher Assignment Notification Form (Schedule D-6). Teachers are encouraged to discuss desired jobs with the principal anytime prior to assignment.
- b. Elementary combined grade level classes are to be assigned on a rotational basis among affected staff. Nothing shall preclude a teacher from volunteering for a combination class. Transfers as a result of implementing this section shall not be a forced transfer, ARTICLE VI - ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF AND RECALL, A. 6.
- c. Each teacher will be assigned a job (position and assignment) based upon the following considerations:
 - i Certification and qualifications
 - ii Teacher preference
 - iii Job experience
 - iv Number of preparations
 - v Seniority
 - vi Specialization within major or minor

- d. All teachers will be given a job according to these above criteria or they shall be identified as displaced. Teachers, who were awarded a job but were not permitted to assume the awarded job until the following school year, will be assigned a job as though they were already teaching in the building. When needed, the least senior teacher within a building shall be displaced, whenever possible.
4. The Administration will list the vacancies which could not be filled as a result of the above process. The Administration will also list and notify all teachers who were not assigned to a job and were displaced as a result of this process. These lists will be given to the Association no later than May 1.

5. Posting Pool

The initial round of posting and subsequent assignment will be facilitated by the operation of a "pool", unless both parties mutually agree that a pool is not necessary. Such pool will operate prior to the end of the school year at a place, date, and time mutually agreed to by the Board and the Association. Teachers will be notified of the date, time and place fifteen (15) days prior to the operation of the pool. A minimum of ten (10) school days must elapse between the publication of the vacancy list and the date of the pool. The pool will operate in the following manner.

- a. All available known vacancies will be listed simultaneously.
- b. Eligible teachers present or represented will have the opportunity to select a vacancy. A teacher may appoint a representative by executing a notarized letter designating the representative.
- c. The vacancy will be awarded to the most senior, qualified, eligible teacher requesting that vacancy.
- d. If the recipient of the vacancy has a job, that job becomes a vacancy and will be added to the list.
- e. The pattern of selection will continue until all vacancies are selected or are left vacant for external posting.

6. Forced Transfers

If, as a result of the above procedures, it is necessary to further reassign staff to insure that the least senior teachers are displaced or placed on layoff or to insure that the greatest number of unit members are employed, or to facilitate the placement of a displaced teacher(s), teachers will be force transferred. Should forced transfers be necessary, the following provisions will be followed:

- a. No teacher shall be force transferred more than twice in five (5) years, unless such forced transfer is a direct result of becoming a displaced teacher due to a reduction in staff or consolidation of positions.
- b. The least senior teacher who is certified and qualified shall be force transferred first, unless such a transfer violates (a.) above. No transfer will occur that results in a layoff or the creation of a vacant position that cannot be filled by existing staff.
- c. Forced transfer should, whenever possible, be done with the fewest possible moves.

- d. Teachers affected by forced transfers shall have all options discussed with them prior to a final decision being made.
- e. A change of two-fifths ($2/5^{\text{th}}$) or less of a middle school teacher's position and/or assignment, or two-sixths ($2/6^{\text{th}}$) or less of a high school teacher's position and/or assignment is permitted to facilitate an orderly assignment process and will not be considered a forced transfer.

C. LAYOFF

1. In cases requiring a reduction of the work force due to a decrease in the number of students enrolled in the School District necessitating the elimination of a teaching position(s), or program reduction, or a reduction of the number of teachers in a given subject area, field or program, or elimination or consolidation of positions, layoffs will take effect only at the end of a school year.
2. Layoffs may occur at other times during the school year in case of financial emergency.
3. Layoff Procedure -- If layoffs are contemplated, the following procedures will apply:
 - a. Prior to any official Board action regarding layoff of teachers, the Board shall give at least one (1) month's notice to the Association of the contemplated layoff and shall afford the Association the opportunity to discuss the layoff with the Board or their representative. As soon as the positions affected by the layoff are known, a list of such positions shall be given to the Association.
 - b. The lowest seniority teacher(s) will be designated for layoff. Forced transfers will occur to retain the most senior teachers.
 - c. When possible, teachers who are to be laid-off at the end of the school year shall be notified by May 30.
 - d. In the event the Association questions the specific placement of a teacher on the list or the laying off of a teacher or the instance of a teacher not being recalled, the Board will set forth in writing to the teacher and the Association its reasons for its actions.
 - f. It is intended that this section takes precedence over and governs the individual employment contract of the teacher, and said individual employment contract is specifically conditioned upon this section.

D. RECALL PROCEDURES

1. When a vacancy arises, including those vacancies that are available in the pool, eligible teachers who are laid off shall have the right to recall in order of seniority and qualifications along with all actively employed teachers. All other teachers who are laid-off and all teachers returning from a voluntary leave shall have the right to recall based on seniority and qualification only after all actively employed teachers and eligible laid-off teachers have had an opportunity to transfer or be recalled.
2. Notice -- Any laid-off teacher to whom notice of recall was sent by certified mail, return receipt requested, shall advise the Board by certified mail, return receipt requested, of the acceptance of the assignment within ten (10) calendar days of the recall notification. If the laid-off teacher fails to accept the offered full-time assignment, such teacher shall be dropped from the recall list.

3. Notification of Address -- It is the responsibility of the laid-off teacher to notify the Personnel Office by certified mail, return receipt requested, of any change in his/her mailing address.
4. Recall Rights -- A laid-off teacher shall retain recall rights following layoff for a period of three years or a length of time equal to his/her seniority at the time of lay-off, whichever is greater. Teachers shall be placed on the list at the time of layoff for one year. However, such teacher shall continue to remain on the recall list, provided he/she has notified the Board of their availability by certified mail prior to January 15 for each successive year. The signing of an employment contract in another school district voids the recall right of a laid-off Lakeview teacher for the duration of that school year. It is the responsibility of the laid-off Lakeview teacher who signs an employment contract in another district to notify the Personnel Office that he/she wishes to remain on the recall list.

E. VACANCIES

1. A vacancy will be posted for seven (7) days and the job will be awarded within five (5) days after conclusion of the posting. During the summer, postings will be sent to all qualified teachers who request notice.
2. Any vacancy that occurs from the completion of the pool process until the initiation of the next pool process will be filled through the transfer of eligible, qualified, actively employed teachers and eligible, laid-off teachers.
3. Before hiring a new teacher, all other laid-off teachers and all teachers returning from a voluntary leave, who are qualified, will return in order of seniority.
4. The teacher(s) who is awarded the vacancy will immediately assume the duties of the new position unless, in the opinion of the Board, undue disruption would result from such immediate transfer. In such case, the teacher shall be transferred to the new job at the beginning of the next school year (or next semester if determined by the Administration) and shall be treated for the purpose of assignment as though he/she was immediately transferred.
5. If an eligible, qualified, actively employed teacher is granted a transfer, but that transfer is delayed, the teacher shall have until February 20 to rescind the transfer request and the transfer shall be null and void.
6. If there are at least 120 days remaining in the school year, a newly hired teacher will be a regular bargaining unit employee. If there are less than 120 days remaining in the school year, the newly hired teacher shall be employed pursuant to a contract which terminates at the end of the school year, and shall be afforded no seniority or other rights under this contract (including insurance benefits) beyond that date. However, if the newly hired teacher is retained, seniority will accrue from the original date of hire. The Association will be notified of any newly hired teachers.
7. When hiring, the Board shall give consideration and if requested, interview certified teachers on lay-off from other school districts where MEA/NEA, Local 1, is the bargaining agent, unless there are certified Lakeview teachers on lay-off and eligible for recall. The Board may set specific job qualifications for any new assignments.

F. BUILDING CLOSINGS/RESTRUCTURING

In the event of building closing(s) or District restructuring at any level, the Board will enter into discussions with the Association to bargain the implication of such action and the process by which teachers will be assigned to jobs.

**ARTICLE VII
SPECIAL SERVICES**

A. SPECIALIST/CONSULTANTS

1. Teacher specialists may replace the elementary classroom teacher two hundred twenty-five (225) minutes per week in no less than forty-five (45) minute periods. Building teachers and the principal may modify these periods by consensus. Specialist/consultants teachers will have the same release time as classroom teachers.
2. The building administrator will communicate with all classroom teachers informing them of the scheduled time "teacher specialists" are available, and will work with the teachers to determine an appropriate plan for utilization of such teacher specialists for the educational program in the building. The consultant schedule will also be appropriately developed.

B. SPECIAL EDUCATION

1. Special Education services available may include psychological testing, social work, speech and language, homebound instruction, and instruction for cognitively impaired, emotionally impaired, learning disabled, hearing impaired, and all others that may be required by law.
2. Special Education classes/caseloads will not exceed limits set by state and county legislation and regulation. Speech caseloads will not exceed sixty (60).

The Administration shall provide notice to the Association prior to applying for deviations and shall consult with the President of the Association concerning the application, if requested to do so.

Any requests for a deviation beyond the class size/caseload limits regulated by law or regulation must be made within five (5) days of the student's start date. If the deviation request is not approved, the teacher shall be compensated retroactively to the tenth consecutive day after the student's start date at a rate of ten (\$10) dollars per student per day per week to a limit of thirty (\$30) dollars per week per student.

3. Special Education Housing
 - a. Each school building shall provide a private, quiet space with facilities for use with children. Proper lighting, heating and ventilation shall be provided.
 - b. Classrooms shall be located according to:
 - i. the needs of special children
 - ii. the continuity and need for proximity of programs
4. I.E.P. committees will be formed according to federal and state laws and regulations. At least one general education teacher will be included in the I.E.P. for those students who are to be mainstreamed.

5. When I.E.P.'s dealing with students such as the medically fragile are scheduled, potentially affected teachers will be invited. Following the I.E.P. a staffing, including training, will be held with all appropriate teachers.
6. I.E.P.'s, except for graduation I.E.P.'s shall be scheduled for not less than forty-five (45) minutes, and no teacher or special education teacher shall be required to participate in more than four (4) I.E.P.'s per day. Itinerant teachers shall not be assigned to more than six (6) I.E.P.'s per day, except for speech therapists for whom no limitation shall apply.

C. COUNSELING SERVICES

1. Counselors will be assigned at the high school and middle school on a full-time basis, with no more than one (1) part time counselor at each level. Such ratio shall not exceed 450/1. One of these positions at each level may be filled by a general education school social worker.
2. Extra duty assignments for high school/middle school counselors should be made in such a manner so as not to interfere with the counselor's availability for counseling during the specified time before and after school. During this time, counselors will be available in their offices for counseling and consultation. Such time will be counted as per ARTICLE V - TEACHING HOURS AND LOADS, A. 1 and 2.
3. One counselor will be assigned on a full-time basis to each two (2) elementary buildings. One of these positions may be filled by a general education school social worker.
4. In the event of a financial crisis during the term of this contract, one counseling or general education school social work position from each level (high school, middle school, and elementary) may be reduced.
5. The principal may schedule a counselor to flexible hours. Such flex time shall be determined by the principal and counselor(s), but shall not exceed the number of hours per day agreed to in ARTICLE V - TEACHING HOURS AND LOADS. No counselor shall be scheduled for flexible hours unless other teaching, administrative or supervisory staff are available in the same general work area. The number of days upon which flexible hours can occur will not exceed thirty-six (36) per level. The flexible hours will be contiguous and extend not more than one (1) hour before nor more than two (2) hours after the normal day at that level.

**ARTICLE VIII
PROTECTION OF TEACHERS**

A. CONTROL OF STUDENTS

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.

B. ASSAULT UPON A TEACHER

Any case of assault upon a teacher during performance of duty shall be promptly reported to the Board or its designated representative. The Board attorney will advise the teacher of his/her rights and obligations with respect to such assault.

C. COMPLAINT ABOUT A TEACHER

Any complaint directed toward a teacher shall be promptly called to the teacher's attention and plaintiff's identity revealed if a written record of such complaint is to become a part of the teacher's personnel file. At the request of the teacher, the Administration shall ask any complainants to meet with the teacher, to provide the teacher and the complainants with the opportunity to try to resolve the issue. The Administration shall investigate any complaint to determine its accuracy before placing a written record of it in the teacher's file or taking any other action. The teacher shall have the right to attach a written response to any complaint.

D. ACADEMIC FREEDOM

1. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.
2. Responsible academic freedom in teaching shall be encouraged for all teachers who shall exercise such freedom within the framework of the curriculum and school policies. Good judgment, common standards of decency and individual conscience shall prevail at all times.
3. Teachers have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.
4. A review committee composed of two (2) members appointed by the Board of Education and two (2) members appointed by the Association shall be chaired by the Superintendent (non-voting) or his/her representative to consider teacher questions arising in relation to academic freedom. Individuals directly involved in the disagreement may not be members of the review committee. The committee shall arrive at a decision.

E. RULES AND REGULATIONS

Teachers are expected to comply with 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 and the Constitutions of Michigan and the United States.

F. PROFESSIONAL APPEARANCE

Within the limits of good taste, neatness and appropriate professional appearance, teachers' rights to personal dress and grooming will not be denied. Charges of alleged infractions may be appealed to the Academic Freedom Committee.

G. MULTI-DISTRICT PROGRAMS

1. The Association shall be notified prior to the placement of any program(s) into any Multi-District Program(s).
2. In the event that a Lakeview teacher is employed to teach in Multi-District Program(s), he/she shall maintain all contractual rights and obligations under this agreement.
3. Although it is recognized that the on-site supervision of Lakeview teachers shall be conducted by the building involved, it is understood that disciplinary action, if any, to be imposed shall be taken by Lakeview Administration (after consultation with the on-site supervisor).
4. The Board pledges to work for the equal distribution of programs and students in any Multi-District Program(s).

H. CONSOLIDATION OR ANNEXATION

In the event the School District enters into consolidation or annexation of the District with another District(s), the Board shall guarantee fulfillment of the terms of this agreement for its duration to the extent permitted by law.

I. COMMUNICABLE DISEASES

In the event the Board of Education authorizes the development and subsequent revision of Board policies dealing with communicable diseases, the employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies when they impact on the working conditions and health and safety of bargaining unit members.

ARTICLE IX TEACHER EVALUATION

A. TEACHER EVALUATION

1. Purpose

The improvement of instruction through evaluation is of the utmost importance. The purpose of this evaluation procedure is to inform staff whether or not their job performance is **satisfactory**, **needs direction**, or **needs improvement**. This program of evaluation shall be uniform in all Lakeview Public Schools and shall be consistent with this Agreement.

- a. **Satisfactory** means that a teacher's performance is acceptable and that there are no significant administrative concerns.
- b. **Needs direction** means that there exist administrative concerns regarding one or more areas of a teacher's performance that have been properly noted and verified through the evaluation process.
- c. **Needs improvement** means that there exists major material or substantive administrative concerns regarding one or more areas of a teacher's performance that have been properly noted and verified through the evaluation process.

2. Yearly Evaluation

- a. The performance of all teachers is presumed to be **satisfactory** until there is evidence to the contrary gathered in accordance with these procedures.
- b. No later than May 10 of each school year, the teacher's evaluator (building principal or immediate supervisor) shall notify the teacher in writing whether his/her teaching is **satisfactory**, **needs direction** or **needs improvement**. This decision is to be based on the teacher's performance in the school year preceding this notice. (Form D-1 Year-End Status)
- c. When the evaluator determines that the teacher's performance **needs direction** or **needs improvement**, the evaluator will specifically detail in writing the reasons that formed the basis of this conclusion. (Form D-2 Teacher Evaluation Form)
- d. A conference will be held with the teacher to explain such a determination and the specifics that support it. The teacher will be afforded the right to provide additional information and/or rebuttal. The teacher may have an Association representative present during this process.

- e. The President of the Association shall be advised of all teachers whom the District intends to evaluate as **needs direction** or **needs improvement** prior to holding the above conference. With the teacher's approval, the President will designate a representative who will be present when the conference is held with the teacher.
 - f. The teacher's evaluation status may be changed at any time. The teacher may be re-evaluated as **needs direction** or as **needs improvement** at times other than the normal notification schedule only if it can be demonstrated that there has been a significant change in performance, or that new evidence has been obtained that was not known to the evaluator prior to the preceding May. If the teacher disagrees with the decision of the evaluator regarding the need to be re-evaluated, the Superintendent will hold a hearing in an attempt to settle the dispute. If the dispute is still not resolved following this hearing, the Association may appeal the decision through the grievance procedure by initiating it at Step 5 - Superintendent's Level.
 - g. Tenure staff evaluated as **needs direction** and all staff evaluated as **needs improvement** will be placed on a performance improvement plan. The administrator will identify up to two (2) areas (domains) of concern within two (2) weeks of the time the teacher is officially notified of a change in evaluation status. The plan will be developed by the administrator with input from the teacher (Form D-5). A plan will contain no more than three (3) components per domain. The intent of this process is for the evaluator to support the improvement of the teacher in a collaborative manner to reach the performance level necessary to be deemed satisfactory.
3. **General Provisions**
- a. All reports of observations and evaluations shall be conducted using the forms contained in Schedule D. (Form D-3 Observation Form).
 - b. The assessment of the performance of teachers will be based upon evidence of the teacher's performance collected by the teacher's evaluator.
 - c. **Observations**
 - i. All observations of a teacher shall be conducted with the full knowledge of the teacher.
 - ii. An observation of the teacher shall be for not less than 30 minutes.
 - iii. The teacher will be advised of the evaluator's or designated administrator's intent to conduct an observation no later than the school day prior to the observation.
 - iv. More and longer observations are encouraged.
 - v. Observations shall not be conducted on the two days preceding a holiday or school break, or during the first two (2) or the last two (2) weeks of the school year.
 - d. **Classroom Visits**
 - i. Classroom visits by administrators are encouraged.
 - ii. Unless specified in advance to the teacher, the purpose of a visit is not to gather information for an evaluation of the teacher.

- iii. If a record of the visit is to become part of a teacher's file, the teacher shall have the right to respond in writing and has a right to a meeting with the administrator.
- iv. Any information regarding a teacher's performance gained through a visit shall be considered supplementary evidence as described below.
- e. The teacher and the evaluator or designated administrator shall confer following each observation. This conference shall occur within one (1) school day following the observation or as soon as possible thereafter. The purpose of such a conference is to provide the teacher with specific information regarding the observations and conclusions reached as a result. If the evaluator or designated administrator has noted any items of a negative nature, they shall be brought to the teacher's attention at this meeting and summarized in writing within one (1) week of the meeting.
- f. Other supplementary evidence which may be relied upon by the evaluator may include information provided through visits by the evaluator and/or other administrators, compliments, concerns, and complaints made by parents, students, and others, if the evaluator determines the information to be accurate. If the evaluator intends to rely upon any items of a negative nature, they shall be brought to the teacher's attention at a meeting held in a timely fashion after the evaluator has knowledge of the supplementary evidence, and will be subsequently summarized in writing within one (1) week of the meeting.
- g. A written evaluation shall be completed which shall summarize the performance of the teacher. This report shall be provided to the teacher in a conference held no later than May 10. In the case of probationary employees, this report shall contain the evaluator's recommendation regarding employment for the ensuing school year.
- h. Teachers will have one (1) evaluator who will normally be their principal or immediate supervisor. Teachers will be advised each year of the identity of their evaluator.
- i. The evaluations of all teachers are intended to be confidential and will be maintained in a manner to ensure the teacher's privacy to the extent permitted by law.
- j. All teachers shall be kept informed of their successes or needs.
- k. In cases of a teacher request or in cases where the teacher does not perform up to District expectations according to administrative evaluations, the Superintendent or Designee may reassign the teacher.
- l. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has had the opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. No written material maintained by the District will be used in disciplinary procedures or in the evaluation process unless it was brought to the teacher's attention in a timely fashion and the teacher was notified that the material was being made part of the teacher's personnel record.
- m. Each teacher shall have the right upon request to review the contents of his/her own personnel file(s). A representative of the Association may be requested by the teacher to accompany the teacher in such review. Upon request of a teacher, records of a non-recurring negative nature may be removed from a teacher's personnel file three (3) years after the date of entry.

- n. Administrative evaluations of a teacher shall not be based on nor shall they mention personal taste in dress or appearance except within the limits set by ARTICLE VIII - PROTECTION OF TEACHERS, F. Similarly, evaluations shall not be based on a teacher's personal life or conduct except as they affect his/her conduct on the job.
- o. The teacher shall, at his/her request, be entitled to have a representative of the Association present at conferences related to the evaluation process.
- p. The performance of any teacher who is not evaluated in accordance with these procedures shall be deemed to be **satisfactory**.
- q. No teacher will evaluate another teacher.

4. **Satisfactory Teacher Observations**

In order to comply with the Michigan Teacher Tenure Act, teachers shall be observed by a designated administrator at least once in each semester with the first and last observation at least sixty (60) days apart in any one (1) school year within any three-year (3) period. The reports, as specified in Schedule D, shall become a part of the teacher's personnel file. (Forms D-2, D-3; Evaluation/Observation Forms)

5. **Needs Direction Teacher Observations**

The evaluator shall observe teachers in need of direction at least two (2) times each year. The first observation shall occur on or before November 15, the second on or before March 15. The reports, as specified in Schedule D, shall become a part of the teacher's personnel file. (Forms D-2, D-3; Evaluation/Observation Forms)

Needs Improvement Teacher Observations

The evaluator shall observe teachers who are in need of improvement at least three (3) times each year. The first observation shall occur on or before November 15, the second on or before January 30, and the third on or before March 15. The reports, as specified in Schedule D, shall become a part of the teacher's personnel file. (Forms D-2, D-3; Evaluation/Observation Forms)

6. **Probationary Teachers**

Probationary teachers shall be observed at least three (3) times each year. The first observation shall occur on or before November 15, the second on or before January 30, and the third on or before March 15. For the first two (2) years of probation, the evaluator must observe the teacher three (3) times each year.

B. ASSOCIATION REPRESENTATION

A teacher shall at his/her request be entitled to have present a representative of the Association of his/her choice when he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance.

C. DISCIPLINE AND DISCHARGE

No teacher shall be disciplined or reprimanded which would result in the suspension or reduction in compensation or deprivation of any professional advantage without just cause using the following provisions.

- 1. The appropriate administrator prior to taking any action shall hold a conference with the teacher.
- 2. A written explanation for the action shall be given to the teacher and the Association on request.

3. Any evidence not previously recorded in the teacher's personnel file prior to any notification of the demotion, suspension, or other involuntary change in the employment status shall not be used by the Board or its agents as a basis for its action.
4. Discipline shall be constructive in nature and appropriate for the situation. It is recognized that the level of discipline meted out will vary, depending upon the severity of the misconduct.

D. TEACHER ASSISTANCE PROGRAM

The Board will make available to teachers an employee assistance program. No record will be kept of voluntary use of the program. Only the fact of a referral by the District and a record of an individual's attendance will be kept.

**ARTICLE X
PAID LEAVE DAYS**

A. PERSONAL LEAVE DAYS

At the beginning of the school year, all teachers will receive twelve (12) days leave per year for the following specific reasons:

1. Personal illness, quarantine, or accident.
2. Serious illness of a member of the immediate family.
3. Bereavement/funeral of a relative or friend.
4. Personal reasons.

Such leave days shall not be utilized to extend holiday leaves or take vacations except in cases of emergency as approved by the Superintendent or Designee. The utilization of such days may be denied where the employee's absence would reduce staffing levels to a point where substitute teachers cannot reasonably be obtained. In such cases, approval will be granted by order of request.

B. WORKERS' COMPENSATION

1. Employees shall be entitled to receive such compensation and expenses as prescribed by the Workers' Compensation Law of the State. An injury and/or accident shall be reported as soon as possible to the District according to established procedures and policies. Absences within the first eight (8) calendar days after the onset of the injury, accident or condition will not be deducted from the employee's sick leave bank when absence is due to on-the-job injury covered by Workers' Compensation; however, the employee will continue to receive full pay and benefits for such days.
2. Whenever an employee is receiving loss of time workers' compensation, the employee shall receive only the difference between his/her regularly established salary and the amount received for loss of time workers' compensation. Such time of absence shall be prorated against his/her accumulated sick leave in the same ratio as the amount of salary received from the School District for such days bears to the regular daily salary of the employee.

3. When an employee is on workers' compensation leave, he/she shall receive all fringe benefits set forth in this contract. Employees on workers' compensation leave shall accrue seniority while on leave. Employees on such leave will be considered bargaining unit members. Employees who recover and are able to return to duty prior to being eligible for Long Term Disability under the coverage provided in this Agreement shall be returned to the position and assignment held at the onset of the leave.

C. BEREAVEMENT LEAVE

If a teacher has used all of his/her paid leave days, the Superintendent or Designee may grant additional paid bereavement days where in his/her judgment there is an unusual need.

D. COURT LEAVE

Any employee called to court for jury duty shall receive full salary minus the amount paid by the court. Any employee subpoenaed as a witness in cases arising directly from employment as a teacher in Lakeview Public Schools shall receive full salary minus the amount paid for being a witness. Such days shall not be chargeable against leave days. The employee shall notify the Superintendent's Office within forty-eight (48) hours after notification for jury duty or summons.

Other appearances not covered by paid leave may be individually approved by the Superintendent.

E. PROCEDURE FOR PAID LEAVES

1. Whenever possible, at least forty-eight (48) hours advance notice will be given before paid leave is used.
2. All employees shall report absences and reasons as required by the District except that days taken for personal reason may be taken with no additional reason given provided the provisions of this article is not violated.
3. When an excessive pattern of absences persists, the District may reasonably require the teacher to provide substantiation.
4. Teachers will not be charged sick leave due to absence from their jobs for reason of illness or injury definitely established as contracted as a result of their employment, such as; chicken pox, conjunctivitis, head lice, impetigo, measles, mumps, rubella, scabies, scarlet fever. A physician's statement will be submitted upon request.

F. LEAVE ACCUMULATION

All unused leave days shall be accumulated to a total of one hundred eighty (180) days for ten-month employees.

G. SICK BANK

1. The bargaining unit members shall maintain an appropriate level of days as determined by the Association, by directing the Board to deduct days from members' accumulated days to be added to the bank.
2. Application for such leave shall be in writing and directed to the Association President.
3. The Bank shall be administered by the Association Sick Bank Committee. The Board will facilitate distribution of leave days as determined by the Association Sick Bank Committee.

4. **Waiting Period** - The Committee may grant leave days after the twentieth (20th) work day of a continuous illness, up to the date of coverage of the Disability Insurance. The Committee shall consider such factors as the doctor's report and other data, which they deem pertinent.
5. A relapse of an extended illness covered by the sick bank, occurring within thirty (30) days of the employee's return to work, may be immediately referred for consideration.
6. The Sick Bank Committee may authorize leave days to fulfill the twenty (20) day waiting period for access to the sick banks.

ARTICLE XI UNPAID LEAVES OF ABSENCE

A. LEAVES OF ABSENCE THAT SHALL BE GRANTED

1. **Illness**
Any teacher with more than three (3) years of Lakeview experience whose personal illness extends beyond the period compensated under ARTICLE X - PAID LEAVE DAYS shall be granted a leave of absence without salary, benefits or advancement on the salary schedule until there is complete recovery from such illness. A doctor's statement shall be required prior to return from such leave. Seniority shall accrue on such leave.
2. **Military**
Military leave of absence, without salary or benefits shall be granted to any teacher who shall be inducted or shall enlist in the Armed Forces of the United States.

Teachers on military leave shall be given the benefit of any increments up to five (5) years which would have been credited to them had they remained in active service with the Lakeview Public Schools, provided the teacher returns to Lakeview Public Schools as soon as an assignment for which he/she qualifies becomes available after discharge from military service. Seniority shall accrue on such leave.
3. **Family and Medical Leave Act**
The Board will grant or declare up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible teachers in accordance with the Family and Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Superintendent or Designee. When the need is foreseeable, such notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the teacher to give thirty (30) days notice, the teacher must give as much notice as is practicable. Proper certification of the reason for the leave must be provided. Such leaves, including those specified in ARTICLE X - PAID LEAVE DAYS, will run concurrently with any leave request or use of personal and leave days pursuant to this contract.
4. **Professional / Association Leave**
A leave of absence without pay, benefits or advancement on the Salary Schedule will be granted to any Lakeview teacher to hold state or national office in an educational organization. Leaves of Absence of not more than ten (10) years without pay or benefits shall be granted upon application for the purpose of holding elected or appointed office in the NEA, MEA, MEA-NEA Local 1, or an affiliate of NEA, MEA, MEA-NEA Local 1. Seniority shall accrue on such leave.

5. **Public Office Leave**
A leave of absence without pay, benefits or advancement on the Salary Schedule will be granted to any Lakeview teacher to hold state or national public office.
6. **Pregnancy and Child Birth**
Pregnancy and childbirth shall be treated as any other disability under the terms of this contract.
7. **Child Care (Short Term Leave)**
 - a. A teacher who adopts or assumes legal custody of a child shall be extended the same privileges (when applicable) as a teacher with a natural born child.
 - b. Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) a teacher shall be granted a short term leave, without pay or benefits, until the end of the current semester. If such leave should begin less than sixty (60) days prior to the end of the current semester, the teacher may elect to extend the child care leave one (1) additional semester.
 - c. If the leave expires at the end of the first semester, the teacher shall be returned to his/her former position. If the leave expires at the end of the school year, the teacher shall be placed according to the provisions of the Master Agreement, or may apply for a Child Rearing (Long Term Leave) as stipulated below.
8. **Child Rearing (Long Term Leave)**
Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) a teacher shall be granted a leave, without pay or benefits, of up to one (1) year. This leave may be renewed by the Board up to five (5) years upon the request of the teacher.

B. LEAVES OF ABSENCE THAT MAY BE GRANTED

1. **Personal Leave**
The Board of Education, upon written request from the individual, may approve an extended leave of absence, without salary, benefits or advancement on the Salary Schedule.
2. **Career Leave**
A career leave of absence without pay, fringe benefits or advancement on the Salary Schedule may be granted for one (1) year. This leave may be renewed for one (1) additional year upon request of the teacher if such request is made in writing by January 15 of the year in which the leave is to expire. Such leave may be granted to members of the bargaining unit who wish to explore full-time alternative job options. This leave may not be extended beyond two (2) years, nor may it be granted more than once to the same person.
3. **Sabbatical**
 - a. Any professional employee of the Lakeview Public Schools who has served the School District in a contractual professional capacity for seven (7) consecutive years or more of satisfactory service as a full-time professional employee in the Lakeview Public Schools may file an application for sabbatical leave. (A one (1) year leave shall not interrupt the consecutive years, nor shall it be included within the total).
 - b. The applicant must hold a Michigan Life or Permanent Teaching Certificate, and must hold a Master's Degree or Bachelor's Degree if the quota is not filled with Master Degree applicants.

- c. No professional employee will be granted more than two (2) sabbatical leaves, a minimum of seven (7) years having elapsed between the first and second leave.
- d. A sabbatical leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.
- e. The compensation for the professional employee on a sabbatical leave shall be one-half (1/2) of the salary he/she would receive if on a full-time contract salary basis in his/her assignment. All other benefits accrued by other professional employees under this contract, such as hospitalization, life insurance, increments, etc., are to be afforded to the employee on sabbatical leave.
- f. Sabbatical leave is granted to professional personnel to permit them to improve their ability to render services to the Lakeview Public Schools and its educational program. Therefore, sabbatical leave may be granted for the following purposes:
 - i. For formal study in a program of recognized courses leading to an advanced degree, conducted by a recognized college or university in the United States or abroad.
 - ii. For individual research, study or writing under the direct supervision of the School District or an accredited college or university.
- g. The professional employee on sabbatical leave shall not accept outside employment while on such leave without prior approval of the Board. The employee, while on sabbatical leave, however, is encouraged to apply for and accept college fellowships in the particular field of study; details of such fellowships shall be reported to the Board.
- h. The employee on sabbatical leave will be required to file periodic reports with the Superintendent of Schools as follows:
 - i. An initial report setting forth the plan of study.
 - ii. A mid-semester progress report.
 - iii. End of semester final report.
- i. The application for sabbatical leave must be filed with the Superintendent of Schools between January 1 and February 15 for the fall semester consideration, and between July 1 and August 15 for the mid-semester consideration. All applications shall be considered on their merits as they relate to the potential benefits to the Lakeview Public School District.

Consideration will be given to:

- i. Potential benefit to the School District.
- ii. Evidence of professional growth of the employee during preceding years.
- iii. Seniority of service.
- iv. Previous leave of absence.
- v. Date of filing.
- vi. Any other factors that demonstrate the advisability of granting such leave.

- j. A sabbatical leave once granted may not be terminated before the date of expiration unless authorized by the Board upon the request of the applicant and recommendation of the Superintendent.
- k. The Board shall limit the number of teachers on sabbatical leave at any time to one percent (1%) of the total professional staff.
- l. The applicant shall file with the Board an agreement that he/she will remain in the service of the Lakeview Public Schools for a minimum period of two (2) years after the expiration of the sabbatical leave.

If an employee does not continue employment with the Lakeview Public Schools for two (2) years immediately following his/her sabbatical leave, he/she shall repay the Board an amount of money equal to five percent (5%) of his/her total sabbatical leave each month of the unexpired portion of the two (2) years required service following the expiration of sabbatical leave, but not to exceed a total of twenty (20) months or the total amount received in sabbatical leave salary.

In cases where the person becomes incapable of rendering professional services, the Board shall automatically extend the leave of absence time without further salary until the person is able to return or the Board may, on its judgment, waive this rule.

4. **Government Program**

A leave of absence may be granted without pay or benefits to teachers with more than three (3) years of Lakeview experience for approved government service programs such as the Peace Corps, Teacher Corps, and Vista, to a limitation of three (3) years.

5. **Political Leaves**

A leave of absence without pay, benefits, or advancement on the Salary Schedule may be granted to any teacher to campaign for election and to hold public office.

6. **Educational Growth**

A leave of absence without pay, benefits, or advancement on the Salary Schedule may be granted for a period of one (1) year to any teacher to:

- a. Attend college full time.
- b. Participate in educational programs.
- c. Participate in other worthwhile activities subject to approval by the Superintendent.
- d. Seniority will accrue.

7. **Vacation**

Teachers may be allowed up to five (5) days without pay to take a vacation that cannot otherwise be taken during unscheduled school days upon at least one (1) month's notice provided that no more than two (2) teachers District-wide are gone during any one day for this reason.

C. PROCEDURE FOR UNPAID LEAVES

1. A teacher who seeks to return to work after expiration of a leave of absence will be placed on the recall list in order of his/her seniority and shall be recalled to a vacancy using the process in ARTICLE VI - ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF AND RECALL, D.
2. Upon return from leave of absence, accumulated sick days shall be reinstated. No additional sick days shall be accumulated during leave of absence, including sabbatical.
3. All leaves shall expire on the date expressly agreed upon by the Board.
4. A teacher who wishes to apply for renewal of a leave or return to work in the fall shall notify the Personnel Office by certified mail prior to January 15. In other cases, such notification shall be at least one hundred twenty (120) days prior to the date agreed to by the Board unless specified conditions have been expressly agreed to by the Board.
5. Teachers on long term disability for more than thirty (30) calendar days either semester will not be guaranteed a return to their previous assignment. Teachers on such leave must declare their intention to return (in writing to the Superintendent/Designee) by December 1 for the spring semester, and July 1 for the fall semester. Teachers who return after the above dates will be re-employed full-time after a forty-five (45) calendar day notice.
6. Should a teacher on long term disability declare his/her fitness to return to work and then is unable to successfully fulfill the assignment due to recurrence of the same malady, he/she will not be able to return to work again until after an examination by the Board's physician at Board expense to determine whether or not he/she is sufficiently recovered. Should there be a dispute with respect to the individual's recovery, the Board and Association shall mutually select and pay for a physician to examine the teacher in question. This physician's determination shall be final.
7. Teachers that take a voluntary unpaid leave of absence will only accrue seniority for the balance of the school calendar year in which the leave is taken. A continuation of that leave will result in no further accrual of seniority.
8. Any requests made for voluntary unpaid leave during summer vacation will result in seniority accrual for the subsequent school year only.
9. Teachers currently on voluntary leave will continue to accrue seniority through the end of the 2009-2010 School Year.

ARTICLE XII

PROFESSIONAL GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

- 1 A grievance is a teacher's, group of teachers', or the Association's claim that there has been a violation, misinterpretation or inequitable application of rights related to established policy, or any provision of this Agreement.
- 2 Extension of the time limits in any of the grievance procedure steps may be granted by mutual consent of the parties involved.

3. Grievances that are processed during the summer recess shall follow the time lines as listed below. During the summer recess the term "school day" shall be defined as calendar days exclusive of weekends and holidays.
4. If any Lakeview teacher from whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be made whole unless the disciplinary action is modified by the Arbitrator.

B. PROCEDURE

- Step 1 -- Prior to filing a written grievance with the Association, the aggrieved teacher may meet with the building administrator, time limit not to exceed ten (10) school days from the time of the incident over which the teacher is aggrieved. At his/her option, the teacher may invite an Association Representative to be present while the grievance is discussed. Every effort will be made to resolve the grievance informally.
- Step 2--In the event the aggrieved is not satisfied with the disposition of his/her grievance at Step 1, he/she may file the grievance in writing with the Association Grievance Committee and the building principal or appropriate administrator within ten (10) school days from the time of the meeting with the school principal or within ten (10) days from the time of the incident.
- Step 3 -- Within ten (10) school days from receipt of the grievance by the building principal or appropriate administrator, he/she shall render a decision.
- Step 4 -- In the event the aggrieved is not satisfied with the disposition of his/her grievance at the preceding level, the written grievance may be submitted by the Association to the appropriate Central Office Administrator, other than the Superintendent. Such action must be taken within ten (10) school days from receipt of the grievance by the Administrator; he/she shall render a decision.
- Step 5 -- In the event the aggrieved is not satisfied with the disposition of his/her grievance at the preceding level, the written grievance may be submitted by the Association to the Superintendent. Such action must be taken with ten (10) school days of the receipt of the decision at the preceding level. Within ten (10) school days from receipt of the grievance by the Superintendent, he/she shall render a decision.
- Step 6 -- Binding Arbitration -- If the Superintendent and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific Article and section of this Agreement, it may, within fifteen (15) school days after the decision of the Superintendent, be appealed to arbitration only by the Association or the Board. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education or the Association, within said fifteen (15) day period, and if not so delivered, the grievance shall be abandoned. The arbitrator shall be appointed under the rules of the American Arbitration Association.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision as soon as possible from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific Article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School laws or any other national, state, county, district or local laws.

The decision of the arbitrator, if within the scope of his/her authority as set forth, shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his/her own expenses in connection therewith.

ARTICLE XIII PROFESSIONAL COMMITTEES

A. SCHOOL IMPROVEMENT COMMITTEES

1. General Provisions

- a. All teachers shall participate in school improvement assessment and implementation. Meetings for this purpose shall be held during the work day or at regularly scheduled staff meetings as per ARTICLE V- TEACHING HOURS AND LOADS. C. 2.

Dates and hours of school improvement meetings shall be mutually agreed upon by consensus of the administration and the building staff and the plan shall be distributed to each building member and to the District School Improvement Committee (DSIC).

DSIC will publish a listing of all building plans and distribute to all members.

- b. Except as noted above, participation on any committee is voluntary. Non-participation shall not be used as a subject of evaluation.
- c. Committee(s) will establish meeting dates and methods of operation.
- d. Committee recommendations which require an amendment of this Agreement for implementation shall be submitted to the Association and Board of Education for approval. If approved, representatives of each party shall meet to negotiate proposed amendments to this Agreement. Such proposals shall be submitted to the Board of Education and the Association for ratification. If ratified, such amendments shall be made a part of this Agreement.
- e. All committee decisions will be made by consensus.

2. District School Improvement Committee

- a. The committee shall be established for the purpose of developing, implementing, coordinating and evaluating District plans of school improvement.
- b. Membership in the committee shall consist of:
 - i. Four (4) administrators selected by the Superintendent, one of whom shall be designated the co-chairperson.
 - ii. A teacher representative from each building selected by the teachers in that building.
 - iii. A teacher co-chairperson appointed by the Association.

- c. Any teacher or group of teachers may refer an area of concern to the committee for study.
 - d. The committee may create Ad Hoc Committee(s) of appropriate teachers and administrators.
 - e. The committee will report to the Board of Education at a Board curriculum sub-committee meeting.
 - f. The committee has the authority to recommend released time for school improvement activities.
 - g. Each teacher member of the committee shall receive \$1,200.00. Fifty percent (50%) of this amount shall be paid to the member directly as a stipend. This amount will be paid at the end of the first semester. The remaining fifty percent (50%) will be divided by the number of scheduled meetings for the year and that amount will be credited to the member each time such a meeting is attended. If a meeting is canceled the member will be credited. Such amounts will be paid at the end of the school year.
3. **Building School Improvement Committee**
- a. The committee shall be established to facilitate the development, implementation, and evaluation of building level school improvement plan(s).
 - b. The committee shall consist of building staff members, the majority of whom shall be teachers and others required by law.
 - i. Building teachers will select the teachers that serve on the committee at the beginning of each school year. Replacements will be selected as necessary.
 - ii. One of the teacher members of the committee will be selected by building teachers to serve as the chairperson of the Building School Improvement Committee (BSIC). This teacher shall also be the building representative to the District School Improvement Committee.
 - iii. At least one member of each BSIC must be a building representative to the Association's Board of Governors.
 - c. The committee shall disburse staff development funds which shall be allocated by the District to the buildings on a pro-rated (by number of staff) basis.
 - d. Any teacher or group of teachers may refer an area of concern to the committee for study.
 - e. Minutes will be kept by each BSIC and submitted to the DSIC at the next regular meeting of the DSIC.
4. **Ad Hoc and Standing Committee(s)**
- a. These committees may be created by the District School Improvement Committee for a specific purpose.
 - b. Such committees shall be created for a specific time and shall report on a regular basis to the District School Improvement Committee.

- c. Selection process for the teacher chairperson of each committee shall be:
 - i. Each position will be posted for five (5) school days in the buildings.
 - ii. All applications will be submitted in writing to the Superintendent.
 - iii. The Superintendent/Designee and Local I, Lakeview President/Designee will review the applications and select a chairperson.
- d. Stipends will be paid to chairpersons at the rate of \$33.60 per hour for 2009-2010 and \$33.94 for 2010-2011. Chairpersons will not be paid for more than fifty (50) hours per committee per year without the approval of the Superintendent.
- e. Minutes will be kept by each committee and submitted to the DSIC at the next regular meeting of the DSIC.

5. Advisory Committees

- a. Advisory committees may be appointed by the administration for a specific purpose.
- b. Such committees shall keep minutes, which shall be submitted, to the DSIC at the next regular meeting of the DSIC.

B. PROFESSIONAL STUDY COMMITTEE

- 1. There will be a Professional Study Committee established which shall be composed of four (4) members: two (2) shall be selected by the Board of Education and two (2) shall be selected by the Association.
- 2. Sub-Committees may be established as needed and may include existing committees.
- 3. Prior to Board action, this committee will consider questions related to the following areas of concern where no other Association/Board Committee or District Committee exists to examine the issues;
 - a. Review of policies affecting teachers.
 - b. Review of policies affecting students.
 - c. Review of matters pertaining to professional ethics.

C. STRATEGIC PLANNING TEAM

The Strategic Planning Team will consist of representatives from all District constituent groups.

SCHEDULE A - SALARY GUIDE

2009-2010

Salary Increase of 1% over 2008-2009 Salaries

Step	BA	MA	MA+15	MA+30/EdSp	PhD/EdD
0	\$39,194	\$45,091	\$45,608	\$46,472	\$47,682
1	\$43,200	\$49,244	\$49,773	\$50,660	\$51,900
2	\$47,156	\$53,966	\$54,509	\$55,410	\$56,676
3	\$50,245	\$57,706	\$58,247	\$59,150	\$60,416
4	\$53,339	\$61,445	\$61,986	\$62,889	\$64,154
5	\$56,432	\$65,187	\$65,728	\$66,629	\$67,894
6	\$59,524	\$68,924	\$69,465	\$70,368	\$71,633
7	\$62,616	\$72,662	\$73,205	\$74,107	\$75,370
8	\$65,706	\$76,401	\$76,941	\$77,845	\$79,109
9	\$68,800	\$80,139	\$80,681	\$81,582	\$82,847
10	\$71,892	\$83,879	\$84,420	\$85,322	\$86,589

2010-2011

Salary Increase of 1% over 2009-2010 Salaries

Step	BA	MA	MA+15	MA+30/EdSp	PhD/EdD
0	\$39,586	\$45,542	\$46,064	\$46,937	\$48,159
1	\$43,632	\$49,736	\$50,271	\$51,166	\$52,419
2	\$47,627	\$54,506	\$55,054	\$55,964	\$57,243
3	\$50,748	\$58,283	\$58,829	\$59,741	\$61,020
4	\$53,873	\$62,060	\$62,606	\$63,518	\$64,796
5	\$56,996	\$65,839	\$66,385	\$67,295	\$68,573
6	\$60,120	\$69,614	\$70,159	\$71,071	\$72,350
7	\$63,242	\$73,389	\$73,937	\$74,848	\$76,124
8	\$66,363	\$77,165	\$77,710	\$78,623	\$79,900
9	\$69,488	\$80,941	\$81,488	\$82,398	\$83,676
10	\$72,611	\$84,718	\$85,264	\$86,175	\$87,455

SCHEDULE B
EXTRA-CURRICULAR ACTIVITIES - SALARY PROVISIONS

A. EXTRA-CURRICULAR ACTIVITIES - SALARY PROVISIONS

Upon recommendation of the Principal and Superintendent and approval by the Board, once each year for the entire contractual year, contract riders will be issued for the services listed below:

Paid extra-curricular duties do not accrue seniority or tenure and shall be on a year to year basis. The employee will not be removed from a paid extra-curricular duty without due process.

B. HOURLY RATE

Hourly Rate for 2009-2010 of \$33.60, and for 2010-2011 of \$33.94.

C. SCHEDULE B COMMITTEE

There will be a Schedule B Committee for the sole purpose of considering appeals for modification of existing positions and approval of new positions. This committee shall be comprised of an equal number of members from the Association and the Administration which shall include the Central Office Designee for Human Resources. Association representation shall be designated by the President. Requests to this committee must be in writing, (Form D-7, or D-8), and must be submitted to the Superintendent or Designee's office between September 1 and December 1 to be considered for the following school year. Only members of the MEA/NEA Local 1, Lakeview or Administration may bring forward a new application or appeal to the committee. The committee will have sole and final authority to support or deny a new application or appeal.

D. COMPENSATION SCHEDULE

		2009- 2010 Salary	2010- 2011 Salary
<u>Academics</u>			
Camp, Sixth Grade	Sponsor	\$724	\$731
Class Sponsor	High School 12 th grade (2 per class)	\$759	\$767
	High School 11 th grade (2 per class)	\$759	\$767
	High School 10 th grade (2 per class)	\$466	\$470
	High School 9 th grade (2 per class)	\$466	\$470
Debate	High School	\$1,477	\$1,491
Dramatics (2 plays)	High School	\$2,336	\$2,360
Academic Contests	Science Olympiad (all levels)	\$561	\$566
	Social Studies Olympiad (elementary)	\$561	\$566
Forensics	High School	\$619	\$625
Instrumental Music	High School Band Camp (5 days and prep)	\$1,437	\$1,451

	High School Band Camp Asst. (5 days & prep)	\$1,021	\$1,031
	Middle School Band Clinic (15 days and prep)	\$524	\$529
	Middle School Concert Band (2)	\$1,375	\$1,389
	Marching Band Director	\$3,483	\$3,518
	High School Concert Band Director	\$1,637	\$1,653
	High School Marching Band Asst.	\$1,221	\$1,233
National Honor Society	Middle School	\$1,700	\$1,717
National Honor Society	High School	\$2,646	\$2,673
Newspaper	High School	\$1,873	\$1,892
	Middle School	\$1,194	\$1,206
Orchestra	High School	\$1,629	\$1,645
	4 th – 8 th grade	\$1,376	\$1,390
	Orchestra Clinic (16 days and prep)	\$1,206	\$1,218
Quiz Bowl	High School	\$1,107	\$1,118
Safety Patrol/ Service Squad	One sponsor in each elementary	\$822	\$830
Special Olympics	Elementary	\$1,098	\$1,109
Student Government	High School Sponsor	\$2,347	\$2,371
	Middle School Sponsor	\$2,044	\$2,064
	Elementary School Sponsor	\$470	\$475
Vocal Music	High School	\$998	\$1,008
	Middle School	\$499	\$504
	Elementary School	\$1,723	\$1,740
Yearbook Editor	High School	\$1,516	\$1,532
	Middle School	\$854	\$863
<u>Athletics</u>			
Activities Director - Middle School	(One (1) hour release time/or)	\$3,749	\$3,787
Baseball / Softball	High School Varsity	\$4,185	\$4,227
	JV	\$2,210	\$2,232
Basketball	High School Varsity Boys	\$6,250	\$6,312
	Boys JV	\$3,452	\$3,487
	High School Varsity Girls	\$6,250	\$6,312

	Girls JV	\$3,452	\$3,487
	Boys Ninth grade	\$3,452	\$3,487
	Girls Ninth grade	\$3,452	\$3,487
	7th-8th Grade Boys (2)	\$3,034	\$3,064
	7th-8th Grade Girls (2)	\$3,034	\$3,064
Bowling	High School Varsity Boys	\$1,854	\$1,873
	High School Varsity Girls	\$1,854	\$1,873
Cheerleading	High School Varsity	\$4,942	\$4,992
	JV	\$2,683	\$2,710
Cross Country	High School Boys	\$2,550	\$2,576
	High School Girls	\$2,550	\$2,576
Diving	High School Boys	\$2,953	\$2,983
	High School Girls	\$2,953	\$2,983
Football	High School Varsity	\$5,492	\$5,547
	Assistants (3)	\$3,002	\$3,032
	JV (3)	\$3,002	\$3,032
	7th-8th Grade (2)	\$2,382	\$2,406
Golf	High School	\$2,671	\$2,698
Huskettes	High School	\$4,957	\$5,006
	Assistant	\$2,697	\$2,724
Little Huskies	Director – Boys (2 nd - 6 th grades)	\$897	\$906
	Director – Girls (2 nd - 6 th grades)	\$897	\$906
Rugby Football	High School	\$3,410	\$3,444
Soccer	High School Boys	\$4,671	\$4,717
	Assistant Boys	\$2,508	\$2,533
	High School Girls	\$4,671	\$4,717
	Assistant Girls	\$2,508	\$2,533
Swimming	High School Boys	\$3,815	\$3,853
	High School Girls	\$3,815	\$3,853
	Assistant Girls	\$2,267	\$2,290
Tennis	High School Boys	\$2,549	\$2,575
	High School Girls	\$2,549	\$2,575
Track Co-ed	High School Varsity	\$3,665	\$3,702
	Assistant (2)	\$1,920	\$1,940
	7th – 8th Grades (2)	\$1,882	\$1,901

Volleyball	High School Varsity	\$5,866	\$5,925
	JV	\$3,224	\$3,256
	Ninth Grade	\$3,224	\$3,256
	7th-8th Grade (2)	\$3,194	\$3,226
Wrestling	High School	\$5,737	\$5,794
	Assistant (1)	\$3,154	\$3,186

E. PREFERENCE

Preference will be given to applicants in the bargaining unit.

F. EXTENDED SCHOOL YEAR

Contract riders may be issued upon the recommendation of the Superintendent and approval by the Board at two and one-half percent (2 ½ %) per week of his/her step on the Salary Schedule or at the Adult Education Summer School Rate.

G. REGULAR TEACHERS SUBSTITUTING

Teachers substituting during their preparation period shall be paid at the hourly rate.

SCHEDULE C - CALENDAR

A. STAFF DEVELOPMENT

Four one-half (1/2) days for staff development will be scheduled. The DSIC will determine the half-day (1/2) in-service dates. The half-day (1/2) dates must be the same across the District but the topic of the in-services will be determined at the building level by the principal with input from the staff. Half-day (1/2) in-services will not be scheduled on pupil accounting days.

District-wide half day (1/2) in-service will be three (3) hours and ten (10) minutes in length and will start no sooner than forty-five (45) minutes after the time of the latest school's dismissal.

Building half-day in-service will be three (3) hours and ten (10) minutes in length and will be scheduled to provide a teacher lunchtime and a normal teacher dismissal time.

In lieu of the above, for the 2009-2010 and 2010-2011 school years, two (2) full days of staff professional development will be scheduled in the week prior to the first student day of the school year.

B. CURRICULUM WORK

Curriculum work will be scheduled as needed with approval of the District School Improvement Committee and the Administration. Such time shall be scheduled by utilization of either one-half (1/2) days for buildings or divisions; the utilization of shared time, provided District-wide shared time is approved by the Association and building-wide shared time is approved by consensus of the building staff or by the use of substitute teachers.

C. PARENT-TEACHER CONFERENCES

In each building, the Building School Improvement Committee shall meet and determine the dates for all conferences during the life of this contract. All elementary BSIC Chairpersons will meet to establish and to coordinate the elementary conference schedules in all buildings. Such schedules are subject to the approval of DSIC. Parent-Teacher Conferences will be scheduled as follows:

1. **Elementary School**

There will be held two (2) sets of Parent-Teacher Conference days; a Fall set and a Spring set. For both sets, students will be released from school for two (2) half days, which may not be scheduled the same day. The BSIC will identify three (3) sessions for conferences to be held which may be in the morning, the afternoon, or the evening. At least one session must be held in the evening.

A half-day (1/2) compensation day will be scheduled preceding the Thanksgiving and the Spring Break.

2. **Middle School and High School**

a. There will be held two (2) sets of Parent-Teacher Conference days; a Fall set and a Spring set.

b. The Fall set will consist of one morning, one afternoon, and one evening. The morning and afternoon conferences will not be on the same day.

c. The Spring set will consist of one afternoon and evening of the same day.

d. A half-day (1/2) compensation day will be scheduled preceding the Thanksgiving and the Spring Break.

D. FINAL EXAMINATIONS

Final examinations shall be held both the first and second semesters at the high school. They will be scheduled by the BSIC. Students will be dismissed for two half (1/2) days each semester as part of the Final Examination process. Such schedule shall be subject to approval by the DSIC.

E. RECORDS DAY – ELEMENTARY/MIDDLE SCHOOL

Half day (1/2) records will be held on the last day of each marking period. These days will be scheduled by the Building School Improvement Committees (BSIC) and approved by the District School Improvement Committee (DSIC).

**LAKEVIEW PUBLIC SCHOOLS CALENDAR
2009-2010**

FIRST SEMESTER:

Tuesday	September 1	Teachers report for Full Day
Wednesday	September 2	Professional Development
Thursday		Professional Development
		Labor Day Recess –School closes at end of day
Tuesday	September 8	Students report for Full Day
Wednesday	November 25	Thanksgiving Recess
		School Closes End of A.M.
Monday	November 30	School Reopens
Tuesday	December 22	Winter Recess
		School Closes End of A.M.
Monday	January 4	School reopens
Monday	January 18	MLK Day Recess
Friday	January 22	½ day records for all teachers

SECOND SEMESTER:

Thursday	February 11	Mid-Winter Recess
		School Closes End of Day
Tuesday	February 16	School Reopens
Thursday	April 1	Spring Recess
		School Closes End of AM
Monday	April 12	School Reopens
Monday	May 31	Memorial Day Recess
Friday	June 11	Last day for students
Monday	June 14	Last Teacher Day

179 Student Days – 183 Teacher Days

**Additional one-half (1/2) day records day will be scheduled for elementary and middle school teachers at the end of the first and third quarters. These days will be determined per Schedule C, E.*

**MME testing days will be added to the calendar per Letter of Agreement.*

**LAKEVIEW PUBLIC SCHOOLS CALENDAR
2010-2011**

FIRST SEMESTER:

Tuesday	August 31	Teachers report for Full Day
Wednesday	September 1	Professional Development
Thursday	September 2	Professional Development
		Labor Day Recess –School closes at end of day
Tuesday	September 7	Students report for Full Day
Wednesday	November 24	Thanksgiving Recess School Closes End of A.M.
Monday	November 29	School Reopens
Wednesday	December 22	Winter Recess School Closes End of A.M.
Monday	January 3	School reopens
Monday	January 17	MLK Day Recess
Friday	January 21	½ day records for all teachers

SECOND SEMESTER:

Thursday	February 17	Mid-Winter Recess School Closes End of Day
Tuesday	February 22	School Reopens
Friday	April 1	Spring Recess School Closes End of AM
Monday	April 11	School Reopens
Thursday	April 21	Spring Holiday Recess School Closes End of AM
Monday	April 25	School Reopens
Monday	May 30	Memorial Day Recess
Friday	June 10	Last day for students
Monday	June 13	Last Teacher Day

180 Student Days – 184 Teacher Days

**Additional one-half (1/2) day records day will be scheduled for elementary and middle school teachers at the end of the first and third quarters. These days will be determined per Schedule C, E.*

**MME testing days will be added to the calendar per Letter of Agreement.*

**Lakeview Public Schools
Teacher Evaluation Form
ARTICLE IX
D-1
YEAR-END STATUS**

_____ is determined to be:

(Name of Teacher)

Check One

Satisfactory

Tenured Teacher

Needs Direction (attached documentation
for tenure teachers)

Probationary Teacher

Needs Improvement (attached documentation
for tenure teachers)

Evaluator's Signature _____

Date: _____

Teacher's Signature _____
(Teachers signature indicates receipt only.)

Date: _____

c: Personnel File (*White*)
Administrator
Teacher

**Lakeview Public Schools
Teacher Evaluation Form
ARTICLE IX
D-2**

Key: U...Unsatisfactory B...Basic P...Proficient D...Distinguished							
Domain 1: Designing Knowledge Work				U	B	P	D
1a.	Demonstrating Knowledge of Content and Pedagogy						
Comment:							
1b.	Demonstrating Knowledge of Students						
Comment:							
1c.	Demonstrating Knowledge of Content and Pedagogy						
Comment:							
1d.	Demonstrating Knowledge of Resources						
Comment:							
1e.	Designing Coherent Instruction						
Comment:							

		U	B	P	D
1f.	Assessing Student Learning Through Student-Generated Products				
Comment:					
Domain 2: Organizing the Environment for Knowledge Work					
2a.	Creating an Environment of Respect and Rapport				
Comment:					
2b.	Establishing a Culture for Learning by Supporting of Beliefs, Vision, and Mission of Lakeview Public Schools				
Comment:					
2c.	Managing Classroom Procedures				
Comment:					
2d.	Managing Student Behavior				
Comment:					
2e.	Managing Physical Space				
Comment:					

Domain 3: Facilitating Knowledge Work		U	B	P	D
3a.	Communicating Clearly and Accurately				
Comment:					
3b.	Using Questioning and Discussion Techniques				
Comment:					
3c.	Engaging Students in the Work				
Comment:					
3d.	Affirming the Performance of Students				
Comment:					
3e.	Demonstrating Flexibility and Responsiveness Through Monitoring and Modifying the Work				
Comment:					
Domain 4: Professional and Leadership Responsibilities					
4a.	Reflecting on Teaching				
Comment:					

		U	B	P	D
4b.	Maintaining Accurate Records				
Comment:					
4c.	Communicating with Families				
Comment:					
4d.	Contributing Leadership to the School and Division				
Comment:					
4e.	Growing and Developing Professionally				
Comment:					
4f.	Showing Professionalism				
Comment:					

Observer Signature: _____

Teacher Signature: _____

Name & Title: _____

(Teacher's signature indicates receipt only)

Date of Evaluation: _____

Copy: Administrators, Teacher, Personnel File

SUMMARY

EVALUATOR'S NARRATIVE REMARKS:

Evaluator's Signature _____

Date: _____

Teacher's Signature _____

Date: _____

c: Personnel File
Administrator
Teacher

**Lakeview Public Schools
Observation Form
ARTICLE IX
Schedule D-3**

Teacher's Name _____

Time _____

Date _____

Comments:

Observer's Name _____

Teacher's signature _____
(Teacher's signature indicates receipt only)

Title _____

c: Personnel File
Administrator
Teacher

Forms\Schedule D-7
Word Format 9/5/00

**Lakeview Public Schools
Professional Development Program
Schedule D-4**

**PROBATIONARY TEACHER
Individual Development Plan
Needs Direction**

Name: _____ School year: _____
Building: _____ Assignment: _____
Evaluator: _____

1. **GOALS (no more than 2)**
(Attach written statement) Date: _____
Teacher Initials _____
Evaluator's Initials: _____

2. **INITIAL CONFERENCE AND GOAL DEVELOPMENT**
Date held: _____

(The teacher and the evaluator will write a specific statement of the two goals, the specific outcomes expected, the actions to be taken to achieve the goals, the resources and assistance needed by the teacher to attain the goals, and the methodology and criteria which will be used to measure the attainment of the goals.)

Teacher Initials _____
Evaluator's Initials: _____

3. **INTERIM CONFERENCE**
Date held: _____

(Or attach summation of conference/progress)
Teacher Initials _____
Evaluator's Initials: _____

4. 1st YEARLY REPORT ON GOAL ATTAINMENT: (In writing, submitted by teacher. Attach to this form.)

Date submitted _____

Teacher Initials _____

Evaluator initials _____

5. YEAR END CONFERENCE:

Date _____

Teacher Initials _____

Evaluator initials _____

6. 2nd YEARLY REPORT ON GOAL ATTAINMENT: (In writing, submitted by teacher. Attach to this form.)

Date submitted _____

Teacher Initials _____ Designated Administrator initials _____

7. YEAR END CONFERENCE:

Date _____

Teacher Initials _____ Designated Administrator initials _____

8. 3rd YEARLY REPORT ON GOAL ATTAINMENT: (In writing, submitted by teacher. Attach to this form.)

Date submitted _____

Teacher Initials _____ Designated Administrator initials _____

9. YEAR END CONFERENCE:

Date _____

Teacher Initials _____ Designated Administrator initials _____

Administrator Signature _____ Date _____

Teacher Signature _____ Date _____

c: Personnel File, Administrator, Teacher

LAKEVIEW PUBLIC SCHOOLS

Teacher Evaluation

PERFORMANCE IMPROVEMENT PLAN

SCHEDULE D-5

The purpose of this plan is to assist the teacher in improving their performance by clearly identifying the area (in the evaluation process where performance is less than satisfactory). The ultimate responsibility for improvement of teaching performance rests with the teacher. The responsibility for assessing the performance of the teacher rests with the administrator.

Teacher Name: _____

School Year: _____

Evaluator: _____

Date: _____

Domain 1: Designing Knowledge Work

Area(s) in need of improvement: *(choose up to two from 1a-1f: Demonstrating Knowledge of Content and Pedagogy, Demonstrating Knowledge of Students...)*

Improvement Goal(s): (The teacher will...)

Administrative Comments:

Domain 2: Organizing the Environment for Knowledge Work

Area(s) in need of improvement: *(choose up to two from 2a-2e: Creating an Environment of Respect and Rapport, Establishing a Culture...)*

Improvement Goal(s): (The teacher will...)

Administrative Comments:

Domain 3: Facilitating Knowledge Work

Area(s) in need of improvement: *(choose up to two from 3a-3e: Communicating Clearly and Accurately, 3b: Using Questioning and Discussion Technique...)*

Improvement Goal(s): (The teacher will...)

Administrative Comments:

Domain 4: Professional and Leadership Responsibilities

Area(s) in need of improvement: *(choose up to two from 4a-4f: 4a-Reflecting on Teaching, 4b-Maintaining...)*

Improvement Goal(s): (The teacher will...)

Administrative Comments:

This performance Improvement Plan has been developed with input from the teacher. Signing below demonstrates receipt of a copy of this Performance Improvement Plan, not necessarily agreement with it.

Date: _____

Signature of Teacher

Date: _____

Signature of Evaluator

**Lakeview Public Schools
STAFFING
ARTICLE VI
Schedule D-6**

ASSIGNMENT NOTIFICATION FORM

TO:

DATE:

SCHOOL:

YOUR ASSIGNMENT FOR THE NEXT SCHOOL YEAR WILL BE

Elementary (Grade Level) Secondary (Specific Classes)

Yes

This is a forced transfer.

No

Administrator/Principal Signature

TO BE RETURNED TO THE ADMINISTRATOR/PRINCIPAL WITHIN FIVE (5) DAYS

Assignment Notification received by: _____

Teacher's Signature

Date: _____

Yes

This is a forced transfer

No

c: Personnel File
Administrator
Teacher
Forms D-6
Word Format 9/6/06

LAKEVIEW PUBLIC SCHOOLS

Schedule B Application Form D-7

Sponsor/Coach/Requestor Name _____

Title of Activity _____

Criteria*	Proposed Schedule B Activity
Amount of Time	
Number of Students	
Number of Adults	
Number of Events	

***Provide documentation to support your data.**

What are the material/equipment/uniform/supply needs and related costs of the event?

What are the transportation requirements and associated costs?

What fees are associated with the activity?

What are the facility needs?

Note:

The committee created a formula that establishes a point value for each Schedule B position, which then determines financial compensation. The point value assigned to each position was established by considering the time spent outside the school day on the position, the number of students participating in the activity, the number of adults supervised, and the number of events. All factors except time were multiplied by one (1). Time (in hours) was multiplied by seven (7). The sum of these factors comprises the point value for each position. As a result, the point value for each 2003-2004 position reflects:

Time Spent	70%
Students Participating	10%
Adults Supervised	10%
Number of Events	10%

Narrative: Please explain, in detail, what added value to the students of Lakeview Public Schools and to the District would occur if this activity were to be approved. In other words, convince us that we should incur the cost of this activity.

Signature of Requester

Date

I support addition of the proposed position and agree to accuracy of the information presented.

Signature of Athletic Director (if a sport is being proposed)

Date

I support addition of the proposed position and agree to accuracy of the information presented.

Signature of Principal (if a student club or other such activity) _____ Date _____

Committee Use Only:

Approved
 Denied

_____ Review Date _____

Signature, MEA/NEA, Local 1

Date

Signature, Superintendent

Date

LAKEVIEW PUBLIC SCHOOLS

Schedule B Appeal Form D-8

Sponsor/Coach/Requestor Name _____

Title of Activity _____

Criteria*	Current Schedule B Activity (for Modification)	Proposed Schedule B Activity
Amount of Time		
Number of Students		
Number of Adults		
Number of Events		

***Provide documentation to support your data.**

Narrative: Please explain in detail why you are presenting this appeal for a change in compensation. In other words, convince us that we should incur the additional cost you are proposing.

Note:

The committee created a formula that establishes a point value for each Schedule B position, which then determines financial compensation. The point value assigned to each position was established by considering the time spent outside the school day on the position, the number of students participating in the activity, the number of adults supervised, and the number of events. All factors except time were multiplied by one (1). Time (in hours) was multiplied by seven (7). The sum of these factors comprises the point value for each position. As a result, the point value for each 2003-2004 position reflects:

Time Spent	70%
Students Participating	10%
Adults Supervised	10%
Number of Events	10%

Signature of Requester

Date

I agree to the accuracy of the information presented.

Signature of Athletic Director (if a sport is being proposed)

Date

I agree to the accuracy of the information presented.

Signature of Principal (if a student club or other such activity)

Date

Committee Use Only:

Approved

Denied

Review Date

Signature, MEA/NEA, Local 1

Date

Signature, Superintendent

Date

**LETTER OF AGREEMENT
BETWEEN
THE LAKEVIEW BOARD OF EDUCATION
AND
MEA-NEA LOCAL 1, LAKEVIEW**

The parties agree to meet and bargain any changes in the state of Michigan Special Education rules and regulations that impact working conditions of bargaining unit members.

FOR THE BOARD OF EDUCATION

FOR MEA/NEA LOCAL 1, LAKEVIEW

DATE

DATE

**LETTER OF AGREEMENT
BETWEEN
LAKEVIEW BOARD OF EDUCATION
AND
MEA-NEA LOCAL 1, LAKEVIEW**

The Board and the Association agree that in order to avoid a financial penalty for the Board, the health care coverage as specified in ARTICLE III, Section N shall be modified to the extent required by Section 116D of the State Aid Act, PA 93 of 1997.

In the event that the penalty provision of Section 116D is repealed, the affected health insurance coverage shall be reinstated, if available.

FOR THE BOARD OF EDUCATION

FOR MEA/NEA LOCAL 1, LAKEVIEW

DATE

DATE

**LETTER OF AGREEMENT
BETWEEN
LAKEVIEW BOARD OF EDUCATION
AND
MEA-NEA LOCAL 1, LAKEVIEW**

It is understood and agreed that representatives of the Association, chosen by its President, representing the three levels of teaching staff and a diversity of departments, (products/ performance) will participate in a District-wide committee consisting of the above group, administration, parents, and students, to investigate, design and develop modifications to the student progress reporting system.

The committee will commence no later than September 30, 1998, will develop a meeting schedule, and will provide quarterly reports to both parties. Upon definition of the issues by both sides, recommendations and deadlines for completion of results of various elements will be developed. A total plan will be completed and prepared for acceptance by the Association and the Administration no later than June of 2001.

FOR THE BOARD OF EDUCATION

FOR MEA/NEA LOCAL 1, LAKEVIEW

DATE

DATE

**LETTER OF AGREEMENT
BETWEEN
LAKEVIEW BOARD OF EDUCATION
AND
MEA-NEA LOCAL 1, LAKEVIEW**

It is understood and agreed that the following schedule will be in place at the High School during MME testing for the 2009-10 and 2010-11 school years.

- The tests will be proctored by the high school teaching staff. On the ACT Day of testing, once testing is completed, the high school staff will have a regular lunch and then participate in PD for the balance of the work day. Students are released from testing to go home.
- For the two remaining days of testing, 11th grade students' tests will be proctored by the high school teaching staff. Once testing is complete, the high school staff will have a regular lunch and then teach classes for the afternoon.
- The exact bell schedule will be determined by the High School administration and the MME coordinator.

Changes to this schedule, including testing of other grade levels, will be mutually agreed upon by Administration and the Association.



FOR THE BOARD OF EDUCATION



FOR MEA-NEA LOCAL 1, LAKEVIEW

10/21/09

DATE

10/21/09

DATE

**LETTER OF AGREEMENT
BETWEEN
LAKEVIEW BOARD OF EDUCATION
AND
MEA-NEA LOCAL 1, LAKEVIEW**

It is understood and agreed that in order to facilitate changes to the Secondary Class Size language agreed to in the 2009-2011 collective bargaining agreement, the following class size language will be in place for the remainder of the 2009-2010 school year:

1. High School

- a. Class size will not exceed a count of thirty seven (37) per section nor one hundred and two (102) per day per three (3) sections. The number of students will not exceed the limits of the available facilities.
- b. High school music performance classes may exceed thirty seven (37).
- c. Physical Education class size will not exceed a count of 40 per section nor 107 per day.
- d. After the extra students(s) has (have) been in enrolled the class for ten (10) consecutive days, when the class size exceeds the numbers listed above, teachers shall be paid two dollars (\$2) per student, per day, from the first day the student(s) was (were) enrolled. Teachers will be paid for the overage in the pay period following the end of every card marking.

2. Middle School

- a. Class size will not exceed a count of thirty seven (37) per section nor one hundred seventy (170) per day per five (5) sections. The number of students will not exceed the limits of the available facilities.
- b. High school music performance classes may exceed thirty seven (37).
- c. Physical Education class size will not exceed a count of 40 per section nor 175 per day.
- d. After the extra students(s) has (have) been in enrolled the class for ten (10) consecutive days, when the class size exceeds the numbers listed above, teachers shall be paid two dollars (\$2) per student, per day, from the first day the student(s) was (were) enrolled. Teachers will be paid for the overage in the pay period following the end of every card marking.



FOR THE BOARD OF EDUCATION



FOR MEA-NEA LOCAL 1, LAKEVIEW

10/25/09

DATE

10/21/09

DATE

**LETTER OF AGREEMENT
BETWEEN
LAKEVIEW BOARD OF EDUCATION
AND
MEA-NEA LOCAL 1, LAKEVIEW**

For the 2009-2010 school year, teachers will be compensated at the salaried per diem hourly rate based upon a teacher's placement on the salary schedule for 2 days of professional development. Teachers will be paid with a separate check in December of 2009, prior to winter recess.

For the 2010-2011 school year, teachers will be compensated at the salaried per diem hourly rate based upon a teacher's placement on the salary schedule for 2 days of professional development. Teachers will be paid with a separate check in December of 2010, prior to winter recess.



FOR THE BOARD OF EDUCATION



FOR MEA-NEA LOCAL 1, LAKEVIEW

10/21/09

DATE

10/21/09

DATE

**LETTER OF AGREEMENT
BETWEEN
LAKEVIEW BOARD OF EDUCATION
AND
MEA-NEA LOCAL 1, LAKEVIEW**

It is understood and agreed that elementary & middle school records days will be added at the end of the second, third, and fourth quarters for the 2009-2010 school year.

For the 2009-2010 school year, the middle school and elementary student day will be the same as in the 2008-2009 school year.



FOR THE BOARD OF EDUCATION



FOR MEA-NEA LOCAL 1, LAKEVIEW

10/21/09

DATE

10/21/09

DATE

APPENDIX A

EVALUATION FRAMEWORK FOR TEACHING DOMAIN I: PLANNING AND PREPARATION

Element	Level of Performance			
	Unsatisfactory	Basic	Proficient	Distinguished
Knowledge of Content	Teacher makes content errors or does not correct content errors students make.	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Teacher displays little understanding of prerequisite knowledge important for student learning of the content.	Teacher indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Teacher actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	Teacher displays little understanding of pedagogical issues involved in student learning of the content.	Teacher displays basic pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices reflect current research on best pedagogical practice within the discipline but without anticipating student misconceptions.	Teacher displays continuing search for best practice and anticipates student misconceptions.
Knowledge of Characteristics of Age Group	Teacher displays minimal knowledge of developmental characteristics of group.	Teacher displays generally accurate knowledge of developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Teacher displays knowledge of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows patterns.
Knowledge of Students Varied Approaches to Learning	Teacher is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities, and different "intelligences".	Teacher displays general understanding of the different approaches to learning that students exhibit.	Teacher displays solid understanding and occasionally uses different approaches to learning that different students exhibit.	Teacher uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.
Knowledge of Students' Skills And Knowledge	Teacher displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills and knowledge but displays this knowledge for the class only as a whole.	Teacher displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of students' skills and knowledge for each student, including those with special needs.
Knowledge of Students' Interests And Cultural Heritage	Teacher displays little knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes students' interests or cultural heritage but displays this knowledge for the class only as a whole.	Teacher displays knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of the interests or cultural heritage of each student.
Value	Goals are not valuable and represent low expectations or no conceptual understanding for students. Goals do not reflect important learning.	Goals are moderately valuable in either their expectations or conceptual understanding for students and in importance of learning.	Goals are valuable in their level of expectations, conceptual understanding, and importance of learning.	Not only are the goals valuable, but teacher can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
Clarity	Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Most of the goals are clear, but may include a few activities. Most permit viable methods of assessment.	All the goals are clear, written in the form of student, learning, and permit viable methods of assessment.

Element	Level of Performance		
	Unsatisfactory	Element	Element
Balance	Goals reflect only one type of learning and one discipline or strand.	Goals reflect several types of learning but no effort at coordination or integration.	Goals reflect student initiative in establishing important learning.
Resources For Teaching	Teacher is unaware of resources available through the school or district.	Teacher displays limited awareness of resources available through the school or district.	In addition to being aware of school and district resources, teacher actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
Resources For Students	Teacher is unaware of resources available to assist students who need them.	Teacher displays limited awareness of resources available through the school or district.	In addition to being aware of school and district resources, teacher is aware of additional resources available through the community.
Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	Learning activities are highly relevant to students and instructional goals. They progress coherently, producing a unified whole and reflecting recent professional research.
Instructional Material And Resources	Materials and resources do not support the instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning. There is evidence of student participation in selecting or adapting materials.
Instructional Groups	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals. There is evidence of student choice in selecting different patterns of instructional groups.
Lesson and Unit Structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson's or unit's structure is clear and allows for different pathways according to student needs.
Congruence with Instructional Goals	Content and methods of assessment lack congruence with instructional goals.	Some of the instructional goals are assessed through the proposed approach, but many are not.	The proposed approach to assessment is completely congruent with the instructional goals, both in content and process.
Criteria And Standards	The proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students. There is evidence that students contributed to the development of the criteria and standards.

DOMAIN 2: THE CLASSROOM ENVIRONMENT

Element	Level of Performance			
	Unsatisfactory	Basic	Proficient	Distinguished
Use And Planning	The assessment results affect planning for these students only minimally.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students.	Students are aware of how they are meeting the established standards and participate in planning the next steps.
Teacher Interactions With Students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role.
Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another as individuals and as students.
Importance Of the Content	Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	Teacher communicates importance of the work, but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and attention to detail that they value the content's importance.
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than do high-quality work.	Students minimally accept the responsibility to "do good work" but invest little of their energy in the quality of the work.	Students accept teacher insistence on work of high quality and demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example, by revising drafts on their own initiative, helping peers, and ensuring that high-quality work is displayed.
Expectations for Learning and Achievement	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and teacher establish and maintain through planning of learning activities, interactions, and the classroom environment high expectations for the learning of all students.
Management of Instructional Groups	Students not working with the teacher are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.
Management Of Transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming some responsibility for efficient operations.
Management Of Materials And Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation.

Element	Level of Performance			
	Unsatisfactory	Basic	Proficient	Distinguished
Performance of Non-Instructional Duties	Considerable instructional time is lost in performing non-instructional duties.	Systems for performing non-instructional duties are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.
Supervision Of Volunteers And Paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties or do nothing most of the time.	Volunteers and paraprofessionals are productively engaged during portions of class time, but require frequent supervision.	Volunteers and paraprofessionals are productively and independently engaged during the entire class.	Volunteers and paraprofessionals make a substantive contribution to the classroom environment.
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring Of Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing.	Teacher is generally aware of student behavior, but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response To Student Misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.
Communication Regarding Student Misbehavior	Teacher communicates no information to parents and/or appropriate staff about student misbehavior.	Teacher communicates some information to parents and/or appropriate staff about student misbehavior.	Teacher communicates with parents and/or appropriate staff about student misbehavior.	Teacher initiates communication with students, parents, and/or appropriate staff to prevent student misbehavior.
Safety and Arrangement of Furniture	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both.	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The classroom is safe, and the furniture arrangement is a resource for learning activities.	The classroom is safe, and students adjust the furniture to advance their own purposes in learning.
Accessibility To Learning And Use of Physical Resources	Teacher uses physical resources poorly, or learning is not accessible to some students.	Teacher uses physical resources adequately, and at least essential learning is accessible to all students.	Teacher uses physical resources skillfully, and all learning is equally accessible to all students.	Both teacher and students use physical resources optimally, and students ensure that all learning is equally accessible to all students.

DOMAIN 3: INSTRUCTION

Element	Level of Performance			
	Unsatisfactory	Basic	Proficient	Distinguished
Directions And Procedures	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed.	Teacher directions and procedures are clear to students and contain an appropriate level of detail.	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding.
Oral and Written Language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague or used incorrectly, leaving students confused.	Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or backgrounds.	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests.	Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson.
Quality Of Questions	Teacher's questions are virtually all of poor quality.	Teacher's questions are a combination of low and high quality. Only some invite a response.	Most of teacher's questions are of high quality. Adequate time is available for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
Discussion Techniques	Interaction between teacher and students is predominantly recitation style, with teacher mediating all questions and answers.	Teacher makes some attempt to engage students in a true discussion, with uneven results.	Classroom interaction represents true discussion, with teacher stepping, when appropriate, to the side.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Student Participation	Only a few students participate in the discussion.	Teacher attempts to engage all students in the discussion, but with only limited success.	Teacher successfully engages all students in the discussion.	Students themselves ensure that all voices are heard in the discussion.
Representation Of Content	Representation of content is inappropriate and unclear or uses poor examples and analogies.	Representation of content is inconsistent in quality: Some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with students' knowledge and experience. Students contribute to representation of content.
Activities And Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally.	Some activities and assignments are appropriate to students and engage them mentally, but others do not.	Most activities and assignments are appropriate in students. Almost all students are cognitively engaged in them.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance understanding.
Grouping Of Students	Instructional groups are inappropriate to the students or to the instructional goals.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the instructional goals of a lesson. Students take the initiative to influence instructional groups to advance their understanding.
Instructional Materials And Resources	Instructional materials and resources are unsuitable to the instructional goals or do not engage students mentally.	Instructional materials and resources are partially suitable to the instructional goals, or students' level of mental engagement is moderate.	Instructional materials and resources are suitable to the instructional goals and engage students mentally.	Instructional materials and resources are suitable to the instructional goals and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their own purposes.

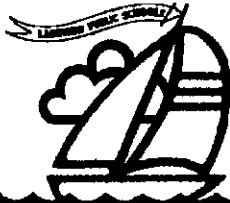
Element	Level of Performance			
	Unsatisfactory	Basic	Proficient	Distinguished
Structure and Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is consistent.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.
Quality: Accurate, Substantive, Constructive, And Specific	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality: Some elements of high quality are present; others are not.	Feedback is consistently high quality.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
Timeliness	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning.
Lesson Adjustment	Teacher adheres rigidly to an instructional plan, even when change will clearly improve a lesson.	Teacher attempts to adjust a lesson, with mixed results.	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson.
Response to Student	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to accommodate students' questions or interests. The effects on the coherence of a lesson are uneven.	Teacher successfully accommodates students' questions or interests.	Teacher seizes a major opportunity to enhance learning, building on a spontaneous event.
Persistence	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success.	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to use.	Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Element	Level of Performance			
	Unsatisfactory	Basic	Proficient	Distinguished
Accuracy	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.
Use in Future Teaching	Teacher has no suggestions for how a lesson may be improved another time.	Teacher makes general suggestions about how a lesson may be improved.	Teacher makes a few specific suggestions of what he may try another time.	Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with probable successes of different approaches.
Student Completion of Assignment	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in the maintenance of records.
Student Progress In Learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and partially effective.	Teacher's system for maintaining information on student progress in learning is effective.	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and interpretation of the records.
Non-Instructional Records	Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.	Teacher's records for non-instructional activities are adequate, but they require frequent monitoring to avoid error.	Teacher's system for maintaining information on non-instructional activities is fully effective.	Teacher's system for maintaining information on non-instructional activities is highly effective, and students contribute to its maintenance.
Information About the Instructional Program	Teacher provides little information about the instructional program to families.	Teacher participates in the school's activities for parent communication but offers little additional information.	Teacher provides frequent information to parents, as appropriate, about the instructional program.	Teacher provides frequent information to parents, as appropriate, about the instructional program. Students participate in preparing materials for their families.
Information About Individual Students	Teacher provides minimal information to parents and does not respond or responds insensitively to parent concerns about students.	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	Teacher communicates with parents about students' progress on regular basis and is available as needed to respond to parent concerns.	Teacher provides information to parents frequently on both positive and negative aspects of student progress. Response to parent concerns is handled with great sensitivity.
Engagement of Families in Instructional Program	Teacher makes no attempt to engage families in the instructional program, or such attempts are inappropriate.	Teacher makes modest and inconsistently successful attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent and successful.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that will be enhanced by family participation.

Element	Level of Performance			
	Unsatisfactory	Basic	Proficient	Distinguished
Relationships with Colleagues	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.
Service to The School	Teacher avoids becoming involved in school events.	Teacher participates in school events when specifically asked.	Teacher volunteers to participate in school events, making a substantial contribution.	Teacher volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least some aspect of school life.
Participation in School And District Projects	Teacher avoids becoming involved in school and district projects.	Teacher participates in school and district projects when specifically asked.	Teacher volunteers to participate in school and district projects, making a substantial contribution.	Teacher volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.
Enhancement Of Content Knowledge and Pedagogical Skill	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic attempt to conduct action research in his classroom.
Service to The Professional	Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher finds limited ways to contribute to the profession.	Teacher participates actively in assisting other educators.	Teacher indicates important activities to contribute to the profession, such as mentoring new teachers, writing articles for publication, and making presentations.
Service to Students	Teacher is not alert to students' needs.	Teacher's attempts to serve students are inconsistent.	Teacher is moderately active in serving students.	Teacher is highly proactive in serving students, seeking out resources when necessary.
Advocacy	Teacher contributes to school practices that result in some students being ill-served by the school.	Teacher does not knowingly contribute to some students being ill-served by the school.	Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed.	Teacher makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
Decision Making	Teacher makes decisions based on self-serving interests.	Teacher's decisions are based on limited through genuinely professional considerations.	Teacher maintains an open mind and participates in team or departmental decision making.	Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.

APPENDIX B



Lakeview Public Schools
20300 Statler, St. Clair Shores, Michigan 48081
(586) 445-4000 (586) 445-4029
WWW.LAKEVIEW.MISD.NET



NETWORK AND INTERNET ACCESS POLICY

The purpose of this policy is to permit network (electronic mail and electronic bulletin board) and internet access, hereinafter referred to as Network, for educational purposes to the staff member. This access will (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

- A. The use of the network is a privilege which may be revoked by the Assistant Superintendent. Reasons for revoking privileges include, but are not limited to, the unauthorized altering of system software, intentionally placing unauthorized information, or unauthorized files, computer viruses or harmful programs on or through the computer system in either public or private files or messages. The District reserves the right to remove files, limit or deny access, and refer the staff member for other disciplinary actions.
- B. The District reserves the rights to any material stored in files and may remove any material which the District, at its sole discretion, may believe to be unlawful, obscene, pornographic, abusive, or otherwise objectionable. A staff member will not use his/her District-approved computer account/access to obtain, view, download, or otherwise gain access to materials that the District might reasonably deem objectionable.
- C. All information services and features contained on District or network resources are intended for the private use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes (e.g.: advertisements, political lobbying), in any form, is expressly forbidden.
- D. The District and/or network resources are intended for the exclusive use by their registered users. The staff member is responsible for the use of his/her account/password and/or access privilege. Use of account by someone other than the registered account holder is forbidden and may be grounds for loss of access privileges and/or other disciplinary action.
- E. Any misuse of the account may result in suspension of the account privileges and/or other disciplinary action determined by the District consistent with the terms of any applicable collective bargaining agreement. Misuse shall include, but is not limited to:
 - (1) seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users without authorization
 - (2) intentionally misrepresenting oneself on the network
 - (3) intentionally disrupting the operation of the network through abuse of the hardware or software
 - (4) using the network for hate mail, harassment or using profanity or vulgar statements
 - (5) intentionally interfering with others' use of the network
 - (6) excessively using noncurriculum-related communication
 - (7) illegally installing copyrighted software
 - (8) illegally down loading, copying, or using licensed or copyrighted software
 - (9) using an account other than that of the account holder without authorization
- F. The use of the District and/or network resources are for the purposes of:
 - (1) Support of the academic program
 - (2) Telecommunications
 - (3) General information

District Mission Statement

Lakeview Public Schools, in partnership with our community, is committed to students achieving their full academic potential and becoming responsible citizens prepared for global diversity, today and tomorrow.

- G. The District and/or network does not warrant that the functions of the system will meet any specific requirements the user may have, or that it will be error free or uninterrupted; nor shall it be liable for any direct or indirect, incidental, or consequential damages (including lost of date, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.
- H. The staff member will delete old mail messages from the personal mail directory to avoid excessive use of the electronic mail disc space.
- I. The District and/or network will periodically make determinations on whether specific uses of the network are consistent with the acceptable-use practice. The District and/or network reserves the right to log Internet use and monitor electronic mail space utilization by users.
- J. The staff member may not transfer file, shareware, or software from information services and electronic bulletin boards without the permission of the employee's immediate supervisor. The staff member will be liable to pay the cost or fee of any file, shareware, or software transferred, when intentional or without permission.
- K. The District reserves the right to log computer use and to monitor file server space utilization. The District reserves the right to remove a user account from the network to prevent activity which is inconsistent with this policy.
- L. The board owns all materials stored on its computer or developed by its employees in the course of their employment by the District.
- M. Any employee using the Lakeview Public Schools technology resources is responsible for the prompt reporting of any irregularity.

Acknowledgement of Receipt of Copy

Date

Print Name

Lkv – Network and Internet Policy

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