



MASTER AGREEMENT

Lakewood Board of Education
and
Lakewood Education Association

Lakewood Public Schools
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2009-2012

**Master Agreement
Lakewood Board of Education
Lakewood Education Association**

2009-2012

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**Lakewood Board of Education
Lakewood Education Association Agreement**

This agreement, entered into this 8th day of September 2010 by and between the School District of Lakewood, of Ionia, Eaton, Barry and Kent Counties, Michigan, hereinafter called the "Board", and the Lakewood Education Association, hereinafter called the "Association".

Witnesseth:

Whereas, the Board and Association recognize and declare that providing a quality education for the children of Lakewood is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

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

Whereas, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, personnel with respect to hours, wages, terms, and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows-

Master Agreement 2009-2012

I. RECOGNITION

- 1) The Board hereby recognizes the Lakewood Education Association, an affiliate of the National and Michigan Education Associations, and exclusive and sole representative for all certified personnel, including, but not limited to, teachers, social workers, and school psychologists, whether under contract, on leave, or employed, by the Board, excluding substitute teachers, adult education teachers, community education teachers, superintendents, principals, assistant principals, acting principals, business managers, community education directors and assistants, director of guidance, and supervisory staff later to be added to employees.
- 2) To be excluded from representation by the Association, a Teacher must be engaged at least 50 (fifty) percent of the school day in administration and direct supervision of Teachers.
- 3) The Board agrees not to negotiate with any Teacher or Teacher organization other than the Association for the duration of this contract.
- 4) This agreement shall supercede any rules, policies, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual Teacher contracts heretofore in effect. All individual Teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

II. DUES AND OTHER PAYROLL DEDUCTIONS

- 5) Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, either join the Association or elect to pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477 and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below.
- 6) The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested or by hand delivery. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
- 7) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph 4 above.
- 8) The Board, upon receipt of such notice and request for deduction, shall make such involuntary deduction.

- 9) Payroll deductions of service fees made pursuant to the procedure outlined above shall be made in equal amounts (as nearly as may be) from the remaining paychecks issued to that bargaining unit member for the fiscal year in question.
- 10) Due to certain requirements established in recent Court decisions, the Association represents that the amount of the service fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated not less than thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- 11) The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the District, to provide the District for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures." The Association further agrees to certify to the District that the Association, and the MEA/NEA for whom deductions are made under this Article, has complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- 12) Further, the Association agrees to promptly notify the District in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the District shall promptly give notice to the Association of any decision made by the District with regard to compliance.
- 13) A bargaining unit member who provides evidence to the Association that because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of the following:
 - a) United Way
 - b) Lakewood Educational Foundation
 - c) Sunfield Spys
 - d) A Lakewood Area Lions Club
 - e) Ionia County Community Foundation

- 14) The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Article. The Association shall, when the District, Board (including individual trustees) or administrators are sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association, the MEA and NEA. The Association shall have the right to negotiate a settlement with a bargaining unit member whose wages have been subject to involuntary deduction under this Article, provided that this does not involve expenditure of District resources or require the District to take other remedial action to which it has not consented. Further, the Association agrees to indemnify and save the District, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the District or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates, the MEA and NEA, will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.
- 15) Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.
- 16) Teachers may authorize payroll deductions for contributions to the local United Way and/or Lakewood Educational Foundation. These deductions are to be taken out in equal amounts and the deductions shall be remitted not less than monthly.
- 17) Teachers may authorize payroll direct deposit to any financial institution. Teachers may authorize either an equal amount deduction each pay period or a net check deposit.
- 18) No deduction shall be made of less than \$5.00 (five dollars) per quarter when deduction is made on a quarterly basis.

III. INSURANCE PROTECTION AND ANNUITIES

- 19) The Board will provide MESSA CARE PAK insurance to Teachers. Teachers who choose not to have medical insurance will receive a monthly allowance of \$500.00 per month for 2009/2010. Effective 2010/2011 the monthly allowance will be \$300.00 per month.
- 20) For Teachers choosing a health insurance plan, the MESSA PAK includes:
- a. MESSA Choices II 5/10 Rx 10/20 Rx to 9/30/10. Effective 10/1/2010 coverage will change to MESSA Choices II, 200/400 deductible, \$20 office visit, Rx 10/20.
 - b. Delta Dental 70/70/70/\$2000
 - c. Negotiated Life \$20,000
 - d. Vision VSP3

Board contribution toward MESSA PAK with health insurance will not exceed:

2010-2011:	\$1,175/month as composite rate
2011-2012:	\$1,200/month as composite rate with 50/50 split of increase up to \$50/month additional by Board.

- 21) For Teachers choosing the single subscriber rate per month for options, the MESSA PAK includes:
- a. Delta Dental 70/70/70/2000
 - b. Negotiated Life \$20,000
 - c. Vision VSP3
 - d. Other elective MESSA health care options and/or allowance to be distributed subject to the provisions of the Lakewood Public Schools Cafeteria Plan.
- 23) Both PAK A and PAK B will include a MESSA long-term disability policy with the following specifications:
- | | |
|-------------------------|--------------------------------|
| LTD Benefit: | 66-2/3% of Max Eligible Salary |
| Maximum Monthly Benefit | \$3,500 |
| Qualifying Period | 90 Calendar Days |
| Elimination Period | Modified Fill |
| COLA | No |
| Alcoholism/Drug | Two Years |
| Mental/Nervous | Two Years |
| Minimum Payout | 5% Minimum Payout |
| Pre-existing Limits | Waived |
| | Family Social Security Offset |
| | No Survivor Income |
| | Freeze on Offsets |
| | No Educational Supplemental |
| | 2 Year Own Occupation |
- 24) A Teacher shall be considered a full-time employee when he/she has signed a contract and/or has agreed to be employed for not less than 150 days. Employees working less than five (5) full days per week shall have insurance benefits prorated.
- 25) Insurance coverage for new Teachers will be effective on the first day of work for that teacher.
- 26) The Association shall certify to the Business Office in writing the options selected by Teachers on or before the 15th day of September of each year.

- 27) The Board's insurance contributions shall begin in September of each year and continue for twelve (12) full months. However, any person who terminated employment with the Board prior to fulfillment of the Contract shall have the Board's contribution terminated as of the last day of employment.
- 28) Any Teacher who uses his/her last sick day or personal day shall have that month's and the next succeeding month's premium paid by the Board. Should the Teacher still not be able to return to work, he/she should apply for a health leave of absence.
- 29) The Board shall adopt the necessary resolution and do all those things necessary to provide Association members a payroll deduction for the right to the benefits of the MEFSA Tax Deferred Annuity program. Payroll deductions for other tax deferred annuity programs shall be allowed by the Board upon recommendation of a joint committee of two (2) L.E.A. representatives and two Board representatives and a desire on the part of not less than ten (10) Teachers to participate. If at any time there are three (3) or less accounts into an existing plan, the Board may require those persons to roll over their accounts into an existing plan. The Board will not be required to recognize more than four (4) tax-sheltered annuity plans at one time.

IV. ASSOCIATION AND TEACHER RIGHTS

- 31) Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any Teacher with respect to hours, wages, or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise the respect to any terms or conditions of employment. The Board agrees that its rules and regulations governing this Article will be fair and for just cause.
- 32) No Tenured Teacher in the Lakewood system shall be disciplined or reduced in compensation without Just Cause. Any such discipline or reduction in compensation shall be subject to Due Process and the Grievance Procedure contained elsewhere in this Agreement. All information forming the basis for disciplinary action shall be made available to the Teacher. Nothing contained herein shall be construed to deny or restrict any Teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to Teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 33) Should the Tenure Act of 1993 be repealed, rescinded, or otherwise rendered moot with regard to the length of the probationary period of four (4) years, the above paragraph shall be considered operable after a Teacher has at least two (2) years experience. Said two (2) years of experience shall also apply to other sections of this agreement that reference "Tenure" Teacher.
- 34) The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings provided that when special custodial service is required, the Board may make reasonable charge. No charge shall be made for use of school rooms while a custodian is on regular duty.

- 35) Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal operations or the Teachers' responsibilities to their students.
- 36) The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use and be responsible for its safe and prompt return.
- 37) The Association shall have the right to post notices of its activities and matters of Association concern on Teacher bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use the shuttle mail service and Teacher mailboxes for communications to Teachers. No Teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.
- 38) The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all Teachers, contracted salary and service contracts or agreements of all Teachers, and such other information as will assist the Association in developing intelligent, accurate informed, and constructive programs on behalf of the Teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- 39) The Board shall inform the Association on matters concerning new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are proposed for consideration and the Association shall be given the opportunity upon request to advise the Board with respect to said matters prior to their adoption and/or general publication.
- 40) Teachers shall be entitled to full rights of citizenship and no religious or political activities of any Teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such Teacher. Consistent with the Code of Ethics of the Education Profession as approved by the 1963 N.E.A. Representative Assembly, the private and personal life of any Teacher is not within the appropriate concern or attention of the Board. This shall in no way restrict the Board's rights under tenure law or the reemployment of non-tenured Teachers.
- 41) The Board recognizes and respects the right of the citizens to make suggestions for the improvement of public schools. The Board also recognizes that the education profession has both the right and responsibility to insist that children must be free to learn and the Teachers free to teach broad areas of knowledge, including those considered controversial. However, the final responsibility for curriculum content shall rest with the Board. The Teacher shall have the responsibility of keeping his/her building Principal informed on all controversial issues to be taught. Whenever any group or individual brings charges against a Teacher concerning the Teacher's freedom to teach, the Board shall provide, without charge to the Teacher, legal and/or other expert assistance and paid leave as required to address legal or other issues associated with the aforementioned charges.
- 42) There shall be no restriction on the place of residence of any Teacher. It shall be solely the responsibility of the Teacher to report to work at the designated time on each contract day.
- 43) The provision of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

- 44) An employee shall be entitled to have present a representative of the Association during any disciplinary action, including adverse evaluations. An employee shall be advised of this right before any action is taken.

V. BOARD OF EDUCATION RIGHTS

- 45) There is reserved exclusively to the Board all responsibilities, powers, rights, and authority expressly or inherently vested in it by the Laws and Constitutions of Michigan and the United States, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Board retains the right to establish and enforce in accordance with this Agreement and its authority under law reasonable rules and personnel policies relating to the duties and responsibilities of Teachers and their working conditions. This shall include but not limit the generality of the foregoing to the management and control of school properties, facilities, grades and courses of instruction, materials used for instruction, athletic and recreational programs, methods of instruction, and the selection, direction, transfer, promotion or demotion, and discipline or dismissal of all personnel.

VII. SENIORITY AND LAYOFF PROCEDURES

- 47) Seniority is defined as the number of days' service within the bargaining unit beginning with the Teacher's first day of work. In the event of more than one (1) Teacher beginning employment on the same date, seniority will be determined by the drawing of lots. During the first week of school, Teachers who began work on the same date will meet in the superintendent's office to draw lots. Teachers who draw higher numbers will be placed on the seniority list before Teachers drawing lower numbers. If a Teacher is not present to draw, an officer of the Association will be present to draw for the employee.
- 48) New employees hired into the unit shall be considered as Probationary Teachers until granted Tenure. Non-instructional bargaining unit members will be considered probationary until they have completed four years of employment, after which time they shall have the contractual rights of all other teachers including, but not limited to "just cause" (paragraph 32), seniority, layoff and recall (paragraphs 47-66), evaluation (paragraphs #94 and 97), student teaching, amended to include internship (paragraph #166). Rights of tenure shall be excluded and paragraph #98 shall apply as follows: F. A Teacher who disagrees with an evaluation or recommendation may within ten (10) submit a written answer which shall be attached to the file copy of the evaluation in question.
- 49) The Association President and Internal Vice President will be placed at the top of the seniority list while holding office.
- 50) All seniority is lost when employment is severed by retirement, resignation, discharge for just cause, or when the employee leaves the bargaining unit without an approved leave of absence.
- 51) Seniority for tenured Teachers is retained when severance of employment is due to layoff.
- 52) Administrators shall be credited with seniority earned through the 1984-85 school year. Administrators hired after June 1, 1985, shall keep any seniority earned previously as an Association member.

- 53) Seniority shall be maintained when Teachers are on child care, health, or leave for general or other purposes, and shall be accumulated for a period of twelve (12) work weeks; but shall accumulate indefinitely on military leaves.
- 54) No Teacher with a valid contract shall be laid off during the school year. The L.E.A. and individual Teachers shall be notified by the Board thirty (30) days prior to the last day of school of potential layoffs. No Teacher shall be laid off later than August 1.
- 55) No later than thirty (30) days following the ratification of this agreement, the Board shall prepare and post a seniority list. All Teachers shall be placed on the list in accordance with the number of days accumulated since the first day of employment. Teachers who feel that they are misplaced on this seniority list may challenge the list for sixty (60) days following its posting by submitting their challenges in writing to the Board and the Association president. In the event a challenge causes a change in the seniority list, it shall be re-posted and may be challenged again for another thirty (30) day period. In the event of a multi-year agreement, the Board shall prepare and post a new seniority list by October 1, for each year of the contract.
- 56) In the event of a need to lay off personnel, the order of such reduction will be as follows:
- 57) Probationary Teachers shall be laid off first by using the following criteria:
 - Certification--fully meets state requirements to teach assignment.
 - Qualification—meets No Child Left Behind requirements; deemed highly qualified in multiple areas, highly qualified in both major and minor, is highly qualified in one subject area.
- 58) When probationary Teachers have been laid off, tenured Teachers shall be laid off by using the following criteria and order:
 - Certification(see definition above).
 - Seniority--As defined in Section A.
 - Qualification--(see definition above)
- 59) If for any reason the Board anticipates a reduction in staff, it shall, prior to taking formal action, consult with the Association to receive recommendations regarding priorities and procedures to be followed.
- 60) Changes in certification while on layoff shall not affect the Teacher's status during the layoff period. Teachers notified of layoff for the following year shall not lose fringe benefits offered them under this agreement during the summer months.

VIII. RECALL PROCEDURES

- 61) Tenured teachers on layoff shall be recalled in reverse order of layoff to the first vacancy for which they are certified or qualified. Teachers shall retain recall rights for five (5) years from the effective date of layoff provided they do not refuse recall to a comparable position, resign, or retire.
- 62) No new Teachers shall be employed by the Board while there are Teachers of the bargaining unit with recall rights who are laid off unless these Teachers do not have the proper certification and qualifications to fill a vacancy which may arise.

- 63) The Board shall give written notice of recall from layoff by sending a registered or certified letter to the Teacher being recalled.
- 64) Recall Teachers shall be entitled to all sickness and leave benefits provided herein. Utilization of such benefits shall not be considered proper reason for failure to recall or to reinstate.
- 65) A laid-off Teacher may continue his/her insurance benefits by paying monthly premiums as provided by the insurance company.
- 66) A Teacher on layoff status shall notify the Board immediately of any change of address.

IX. CURRICULUM DEVELOPMENT AND CURRICULUM COUNCIL

- 67) The Board of Education will seek Teacher input into curriculum changes and development. This input at the elementary level shall be provided through Teacher participation in subject area, grade level, and building meetings. Input at the secondary level shall be provided through department and building meetings.
- 68) The Board of Education may provide in-service for Teachers concerning specific curriculum changes and new adoptions. Attendance will be mandatory, for Teachers required to attend, when in-service is provided between 8 a.m. and 5 p.m. of a contracted work day. Teachers will be notified at least seven (7) days in advance of such in-service. Such meetings shall be limited up to the maximum hours allowed by the State Board of Education to count toward hours of instruction.
- 69) The Board and the Association agree to establish a Curriculum Council. The purpose of the Curriculum Council shall be to inform Council members of curricular programs and proposals and to evaluate curricular changes for the purpose of articulating and coordinating curriculum DK-12. All proposals for curricular change shall be submitted to the Curriculum Council prior to any recommendation to the Board for approval and adoption. The Curriculum Council will meet monthly, as needed, during the school year. Additional meetings may be arranged with approval of the Curriculum Council.
- 70) The Council shall be composed of five (5) elementary curriculum coordinators, two (2) Middle School curriculum coordinators, and five (5) secondary department heads, all building principals, and the superintendent or his/her designee.
- 71) The Council shall be responsible for recommending to the Board matters pertaining to textbook selection, teaching equipment, experimental teaching techniques and innovations, in-service programs, as well as changes in instructional programs. In all cases, final recommendations of the Council will be presented to the Board.
- 72) The Council may, on its own motion, invite students, parents, or representatives to meet with the Council for consultation. The Council may appoint sub-committees to assist in its responsibilities, and staff and clerical assistance shall be provided by the Board.
- 73) The Superintendent or his/her designee shall take the leadership role in working with the professional staff in the curriculum development process and shall work with the Curriculum Council in developing recommendations for Board consideration.

- 74) Curricular issues which arise at the building level must have the working consensus of the building school improvement team prior to consideration by the council.

X. PROFESSIONAL GROWTH IN-SERVICE

- 75) The parties support the principle of continuing training of Teachers in professional organizations in the area of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.
- 76) The Board may agree to provide upon application all or some of the necessary funds for Teachers who desire to attend select professional conference and curriculum meetings. A Teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Applications for said leave shall be filed with the building Principal at least five (5) days in advance of registration deadline for said conference and the building Principal will forward the request to the Superintendent for a decision. The Teacher will be notified if the amount to be compensated will be less than 100% prior to the registration deadline.
- 77) Any in-service program recommended by the Curriculum Council shall be implemented when authorized by the Board. An after school in-service program, when implemented, shall be scheduled in place of a regular faculty meeting, or at other times agreed to by the majority of the participants.

XI. PROTECTION OF TEACHERS

- 78) Since the Teacher's authority and effectiveness of his/her classroom is undermined when students discover that there is insufficient administrative backing and support and assistance of the Teacher, 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 educational setting. Whenever it appears to the classroom Teacher and counselor and/or school social worker that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physician, or professional persons, the administration shall take the following action. The student may be removed from the classroom until a meeting can take place with the parents and the appropriate personnel as determined by the building administrator. If the student has exhibited violent behavior or threatened the teacher with violence, the student will be removed from the classroom until the building administrator has determined an effective course of action. The building administrator will make a determination for a corrective course of action concerning the student's behavior in consultation with the parents of the student, the teacher and appropriate personnel. The corrective course of action shall ensure that the classroom remains a safe and educationally sound environment.
- 79) Any cases of employment- related assault upon a Teacher shall be immediately reported to the Board or its designated representative. The Board shall provide legal counsel to advise the Teacher of his/her rights and obligations in connection with the handling of the incident by law enforcement and judicial authorities.

- 80) The Board will reimburse Teachers for any loss, damage, or destruction of clothing or personal property, excluding money, not covered by the Teacher's personal insurance, while on assigned duty, the loss not being the fault of the Teacher. Claims for such losses will be processed through the grievance procedure. Eligible losses shall include damage done to private motor vehicles provided the damage was caused by vandalism or mischievous destruction. The vehicle must be parked in an assigned or approved parking area. The Board's responsibility shall not exceed \$250 (two hundred fifty dollars) to any individual for any one (1) incident.
- 81) Teachers shall exercise care with respect to the safety of pupils and property, and the Board agrees to indemnify and hold harmless any Teacher to the extent he/she is pecuniarily liable in excess of the Michigan Education Association liability insurance in force at the time for any claim for damages to persons or property that arise out of an incident related to his/her employment and further agrees to provide a defense against any such action. Any insurance benefits for which the Teacher is eligible shall apply first and prior to any district responsibility arising out of the incident.
- 82) If and when parents/legal guardians wish to be present in a classroom or course to observe instructional activity the following criteria apply:
- The student must be enrolled and present in the room at the time of observation.
 - No testing/assessment shall be taking place.
 - No observation shall take place during the first or last week of the school year.
 - No audio/visual recording shall be used unless it has the principal's and teacher's pre-approval.
 - Parental observation/presence shall not interfere with classroom discipline or learning. The teacher will be notified a minimum of forty-eight (48) hours before the observation.
- 83) Whenever any group or individual brings charges against a Teacher as a result of that Teacher's role in carrying out Board or building policies or Principal directives, the Board shall provide necessary and sufficient paid leave of absence, legal assistance, and other support required by the Teacher at no charge. All MEA or personal insurance shall be applied first to any claim or judgment.
- 84) The term "file" as used herein shall include a Teacher's file, and all other records regarding the Teacher. Any documentation that is to be placed in a teacher's file shall be put in writing and dated. The teacher shall be given a copy of all new documents that are placed in his/her file. The teacher shall have the right to submit a written response to any documentation placed in his/her file, within 20 days of being provided a copy of the document, and this response shall be attached to all copies of the written document, including but not limited to all copies provided to all third parties.
- 85) A. In the event the Administration receives a Freedom of Information Act (FOIA) request for the file(s) of any Teacher(s), or any portion thereof, the Administration shall notify the Teacher and provide the Teacher with a copy of the FOIA request and all the documentation being sent prior to the request being filled.
- B. There shall be no audio and/or visual recording of teachers without three days prior written notification. No audio or visual recording of a teacher in the classroom shall be used for evaluation purposes.

XII. VACANCIES, PROMOTIONS, AND TRANSFERS

- 86) Whenever any permanent vacancy in any professional position in the District shall occur, the Board shall publicize the same by giving written notice for posting to the Association, making appropriate notification on the District Web Page www.lakewood.k12.mi.us and in the Weekly Bulletin. No vacancy shall be filled until such vacancy has been posted ten (10) days unless mutually agreed to by the Association president. Teachers desiring notification of any teaching openings occurring between June 15 and September 1 for which a teacher is certified and qualified shall notify Central Office by June 15. The District will notify interested teachers via e-mail or by mailing the posting. Teachers may also visit the District Web-site for vacancy information.
- 87) Any Teacher who shall be transferred to a supervisory or executive position and shall later return to a Teacher status shall be entitled to retain such rights as he/she may have had under this Agreement, prior to such transfer to supervisory or executive status.
- 88) Nothing provided herein shall impair the sole discretion of the Superintendent or his assignee to reassign a Teacher whose assigned position is eliminated.
- 89) Nothing in this Contract shall prohibit a new Teacher and the Superintendent mutually agreeing to any step of the salary schedule provided it is not higher than the years of experience warranted and it is acceptable to both parties. The agreed upon step shall be fixed as the beginning step and the Teacher shall proceed on the salary schedule from that point. A copy of the contracts for all newly hired Teachers must be provided to the President of the Association upon his/her request any time after September 1 of each year.
- 90) Promotion and Transfer Committee shall be established when necessary and at the request of the Association and shall consist of six (6) members, three (3) of whom shall be Administrators and three (3) of whom shall be Teachers. The recommendations of this committee shall be given full consideration by the Superintendent.
- 91) In filling any vacancy, the Board agrees to give due weight to the length of time each applicant has been in the school system of this District, providing all other qualifications are equal. The Board declares its support of a policy of promotion from within its own teaching staff whenever possible. The Board shall give written notice to each applicant that the position has been filled. Furthermore, the Board is willing to supply a written or verbal explanation to each applicant as to why he/she was not selected.
- 92) The LEA Representative Council may recommend criteria for the hiring of all administrative positions. The Association may have representation on the hiring committee for building level administrators.

XIII. TEACHER EVALUATION

- 93) Each new Teacher, upon employment, or within the first 15 days of the new school year, whichever is later, shall be apprised of the Teacher's responsibilities for the teaching position involved. Teachers will be informed of the specific criterion upon which they will be evaluated. Second, third, and fourth year probationary teachers will be provided an IDP (Independent Development Plan) developed by the evaluator in consultation with the individual teacher. See Appendix F.

- 94) It shall be a major administrative responsibility to assist Teachers to become oriented to the District and improve instruction through observation of the Teacher's work. Each probationary teacher shall be observed in the classroom at least three (3) times annually. At least two (2) of these observations will last a minimum of thirty (30) minutes. Written evaluation will be provided within fifteen (15) school days of the second and third observations with any recommendations the Administrator may have. The evaluations, consisting of observation(s) and written evaluation will be spaced no less than sixty (60) days apart. The first evaluation shall be completed on or before December 15. No teacher shall be observed during the first or last two (2) weeks of the school year, on the day before a school holiday, or on days where special school events and/or holiday activities are scheduled unless requested by the teacher. Tenured Teachers shall be evaluated at least once every three (3) years. At the start of any school year, any Teacher may request in writing to be evaluated that year. The Principal shall comply with the request (limited to twenty-five per cent [25%] of the unscheduled staff).
- 95) All monitoring or observation of the work of a Teacher shall be conducted openly and with the knowledge of the Teacher. It shall be understood that the day-to-day observations and supervisory contacts with the Teacher may be used in the evaluations. Written notice of unsatisfactory observation and supervisory contacts to be included in an evaluation must be received by the teacher within ten (10) days.
- 96) Any complaint made against a Teacher shall not be incorporated into the Teacher's evaluation until the complaint has been investigated and the Teacher has been informed of the complaint.
- 97) When an administrator believes a tenured Teacher is doing unacceptable work, the reasons shall be identified and explained. The specific areas in which the Teacher is to improve and any special assistance to be given by the Administrator and other staff member shall be stated in an Individualized Development Plan (See Appendix F.) Any provisions for improvement that were specified in a previous IDP are to be reviewed at the next scheduled conference.
- 98) A Teacher who disagrees with an evaluation or recommendation may within ten (10) working days submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.
- 99) This policy shall apply only to Lakewood Education Association members.
- 100) Each written evaluation shall be reviewed by each party and signed by both before being placed in the personnel file.
- 101) Annually an advisory council shall meet to review the IDP form and evaluation procedure. This council shall make recommendations to the Superintendent and/or his designee and to the LEA Representative Council concerning any changes mandated by current or new laws. This council shall be made up of three (3) administrators and three (3) Teachers, one each from the elementary, middle and high school level. The Teachers to serve on this committee shall be selected by the Superintendent from the list of Teachers volunteering for the position.
- 102) See Appendix F. for approved form for evaluation and IDP.

XIV. TEACHING DUTIES, HOURS, AND CLASSLOAD

DUTIES

- 103) Teachers working full time for the district shall consider their teaching assignment paramount and of first concern. Other employment and non-school responsibilities shall be secondary during expected hours of employment.
- 104) Adequate plans shall be available at school at the end of the teaching day in case a substitute is required the following day.
- 105) Teachers will be available for conferences with parents, administration, or students. These meetings will be scheduled to begin no earlier than fifteen (15) minutes prior to the start of the school day or no later than thirty (30) minutes after dismissal, whenever possible. The Principal needs to request this on the previous day.
- 106) An evening activity approved by the Board and the Executive Board of the Association requiring mandatory attendance of Teachers shall be published not less than four (4) weeks in advance. Failure of the Teacher to attend without reasonable cause shall result in the reduction of salary at a rate of one-third (1/3) of the daily base salary based on the number of teacher contract days for the school year.
- 107) Meetings and events outside the normal instructional day either at the building or district level requiring mandatory attendance of teachers will not exceed twenty-four (24) per academic year. The limit does not apply to individual meetings such as Child Study's, IEPC's and 504's; meeting of those in compensated positions such as Curriculum Coordinators and Departments Heads, or any committee meetings when membership is voluntary such as Curriculum Review and Building Improvement Teams.
- 108) Teacher building meetings shall be held prior to or after school on a day agreed upon by the majority of teachers in that building. No teacher will be detained more than fifteen (15) minutes if the Teacher reports to the Principal at or before the meeting a prior commitment and the Teacher did not receive notice the previous day. These meetings are not to exceed one (1) hour. Any meeting that is adjourned because of the one (1) hour time limit may be continued at the same time on the next working day for a time period not to exceed thirty (30) minutes.
- 109) Teacher District meetings may be held immediately after school or with release time on Monday, Tuesday, or Thursday. Wednesday may be used when they are not in conflict with LEA activities. Meetings should not exceed one (1) hour. If listed in the weekly bulletin, ten (10) school days in advance, attendance shall be mandatory unless excused by the administration. Regular meetings when cancelled will not be rescheduled. Special or emergency meetings may be called, but no teacher will be detained more than 15 minutes if the Teacher reports to the Chairperson at or before the meeting a prior commitment and the Teacher did not receive notice of the meeting on the previous day.
- 110) Teachers who will be affected by a change in grade or building assignment in the elementary school grades and by changes in subject assignment in secondary school grades will be notified and consulted by their Principals as soon as practicable and prior to June 1, except otherwise necessitated by validated enrollment change, resignations, leave of absence, and other conditions beyond the control of the Board.

- 111) It shall be the policy to employ regular bus drivers for student transportation whenever possible. This policy shall in no way require any Teacher to drive a bus; however, Teachers may agree to drive. If a Teacher agrees to drive a trip out of the district, he/she will receive compensation for the amount of driving time at the pay scale for a regular bus driver.
- 112) Teachers collecting student money shall turn money in regularly with an itemized statement when necessary. Teachers shall not allow more than fifty (50) dollars to accumulate in any period over one (1) week without reporting collections. Failure to do so may result in the Teacher's being personally liable for the funds.
- 113) Teachers shall be held accountable for verifying invoices of materials purchased for their use. No invoice is to be in the Teacher's possession more than three (3) days including the day the invoice is received.
- 114) Teachers shall assume responsibility for the enforcement of building policy regarding student conduct. This policy shall be specific and posted at the beginning of the school year and reviewed by Administrators and staff as necessary.
- 115) Whenever a student with special health needs is assigned to a regular education classroom, a copy of the following will be provided- written medical procedural authorization signed by a licensed physician and the student's parent/guardian including the procedures to be utilized. Necessary supplies will also be provided: if any, and a location or setting appropriate to provide the service. The Board shall pay the cost in connection with the training and provide release time when necessary. Consideration will be given to a Teacher who, for personal reasons, may be unable to provide a health service.

HOURS

- 116) Teachers' starting time is fifteen (15) minutes prior to the start of the regular student day. Teachers' dismissal time will be when the Teacher has no further commitments, he/she is free to leave the school ten (10) minutes after the time of student dismissal.
- 117) All Teachers shall be entitled to a duty-free lunch period of no less than thirty (30) minutes.
- 118) During a school year in which reductions in staff are necessary, no Teachers shall be assigned to classes during their conference periods while Teachers remain on layoff unless no member of the teaching staff is certified and qualified to teach the additional class.
- 119) Newly appointed, inexperienced Teachers shall receive special consideration for assignments by the administration in regard to subject matter, grade level, class size, and preparations. Such preferential treatment shall be accepted as necessary to allow inexperienced Teachers to gain confidence and experience without undue pressure

Secondary Schools --the daily instructional times and periods are as follows.

- 120) High School Teachers' normal teaching load will be no more than twenty-five (25) teaching periods per week. High School part-time teachers shall be paid a pro-rated amount of the Teacher's actual salary based on the number of actual teaching periods in a day.
- 121) Middle School Teachers' normal teaching load will be no more than thirty (30) teaching periods per week. Middle School part-time teachers shall be paid a pro-rated amount of the Teacher's actual salary based on the number of actual teaching periods in a day.

122) The normal working week shall include no less than five (5) preparation periods of equal time length to a teaching period.

123) The normal instructional day for Secondary Teachers shall not be more than three hundred sixteen (316) minutes of student contact time. However, if the calendar is agreed to at less than 180 student attendance days, student contact minutes may be increased as follows:

180+	316 minutes
174-179 days	325 minutes
170-174 days	325 minutes
165-169 days	325 minutes

124) Any adjustments and/or changes in the instructional times and/or the length of the work day can be made if the changes are mutually agreed to by the building Administrator and a 2/3 majority of the teaching staff.

125) Whenever a secondary Teacher accepts to teach any classes on a regular basis during the conference period, the additional salary shall be computed based on a pro-rated amount of the Teacher's actual salary based on the number of teaching periods in a day.

Elementary School

126) The normal instructional day for Teachers shall not average more than three hundred sixteen (316) minutes of student contact time per day. However, if the calendar is agreed to at less than 180 student attendance days, student contact minutes may be increased as follows:

180+	316 minutes
174-179 days	325 minutes
170-174 days	335 minutes
165-169 days	345 minutes

127) Each elementary teacher will receive for preparation time an average of not less than 150 minutes per week. Elementary teachers may also use regularly schedule recess as additional preparation time. Every effort will be made to allow elementary teachers not less than one (1) thirty (30) minute preparation period each day.

128) When a Teacher is required to cancel a scheduled preparation time, the preparation time shall be made up within five (5) school days. The Teacher will provide written notification within two (2) days to the building Principal that compensation is expected if the planning period is not made up.

129) Elementary Teachers who are required to teach during planning periods that are not made up will be paid one twelfth (1 /12) of the Teacher's actual daily salary provided.

130) It is understood that each staff member may need to make special arrangements for recess duty during inclement weather.

131) Part-time Teachers shall have preparation time and duty-free recess time pro-rated as per contracted working time.

- 132) In the event that additional time beyond the amount stipulated in Paragraph 128 above is mandated by state law, the additional time requirement, up to one hundred (100) minutes per week, may be met by a Teacher(s) supervising recess. Said Teacher(s) shall be paid the appropriate amount as indicated in Schedule B2.
- 133) In the event the state rules that supervised recess by a certified employee does not meet the mandate, the Association and the Board will meet to determine the appropriate change(s) in the work day to meet the mandated time as a maximum. In deliberating the appropriate changes in the workday, both parties shall adhere to the current start and dismissal times, if at all possible.
- 134) The method of determining the necessary recess supervision shall be left to the teaching staff and the administrator at each of the affected buildings. The Superintendent shall be provided a copy of the building's plan before the first day of school for students. Teacher recess coverage shall be in addition to, not in place of, paraprofessional recess coverage.
- 135) Any adjustments and/or changes in the instructional times and/or the length of the work day can be made if the changes are mutually agreed to by the building Administrator and 2/3 of the teaching staff.

CLASSLOAD

- 136) The parties, in recognition of the fact that effective education requires personal attention and consideration of students by all members of the bargaining unit, have agreed to maximum class size and all relevant professional staff-student ratios to promote effective education. In the development of this agreed upon standard, the parties recognize that some students who have physical, mental, and/or emotional impairments (handicaps as defined by law) require special education programs and services. They also recognize that without proper planning, the integration (mainstreaming) of these students into the least restrictive environment as required by law may interfere with and/or place extraordinary demands on the regular classroom Teacher as well as the other students in such classrooms. Therefore, it is agreed that there will be a weighted factor (one student = one and one quarter (1.25) FTE) applied to the placement of such special students in the determination of class sizes as provided in this Article.
- 137) At the Elementary level the general education teacher who will be providing instructional or other services to a special education student in a regular education classroom setting shall be invited, in writing, to participate in the Individual Education Planning Committee (IEPC). Whenever the placement of a student is unknown, a representative general education teacher shall be invited, in writing, to participate in the IEPC. The invited general education teacher will attend any and all IEPC meetings.
- 138) At the Secondary level, whenever the placement of a student is unknown, a representative general education teacher shall be invited, in writing, to participate in the IEPC. The invited general education teacher will attend any and all IEPC meetings.
- 139) At the Elementary and Secondary level a representative general education classroom teacher shall be invited, in writing, to participate in the 504 Planning Committee. The invited general education classroom teacher will attend any and all 504 Planning Committee meetings.
- 140) At the Elementary and Secondary level, a regular education teacher representative shall be notified of the IEPC and/or the 504 Planning Committee meeting at the same time as the parents are notified, but no less than three (3) working days prior to the meeting unless the Teacher agrees to the new time.

- 141) General education teachers shall have the right to request up to a half day release time to observe a categorical/emotionally impaired student who is being considered for placement in his/her classroom prior to the determining IEPC being held.
- 142) Materials and/or inservices regarding teaching strategies appropriate for the special education student will be made available to the general education teacher preferably before but no later than two (2) weeks after a special education student has been placed in his/her classroom through an IEPC.
- 143) As part of the IEPC meeting and/or as part of the 504 Planning Meeting, clearly identified educational and behavioral goals and objectives for a special education student will be given to the general education teacher, within ten (10 days) of the IEPC or 504 Planning Meeting. General education classroom teachers will follow the educational and behavioral goals established for the special education student in their classroom.
- 144) IEPCs, staffings, and/or 504 meetings shall, whenever possible, be scheduled and completed after 8:00 a.m. and before 4:00 p.m. Invitations to such meetings shall be issued to general education teachers on an equitable basis.
- 145) Within a building the Administrator will attempt to provide for the equal distribution of special needs students within grade levels and subject areas.
- 146) It is understood that the nature and extent of a student's disability may affect student achievement and/or performance in the classroom and this difference in achievement/performance shall not adversely impact the teacher evaluation process unless the teacher is not following the special education/504 student's identified general educational and behavioral goals and objectives.
- 147) The Association will be notified when the District applies for special education waivers and/or deviations.

CLASS SIZE FOR PARAPROFESSIONAL TIME

- 148) The following formula will be used when providing teachers with additional paraprofessional time due to class size.

Elementary:

- The pupil-teacher ratio for Early Primary shall be 23 or less.
- The pupil-teacher ratio for first through third grade shall be 25 or less.
- The pupil-teacher ratio for fourth through sixth grade shall be 27 or less.

Thirty (30) minutes of classroom paraprofessional time will be added for every two (2) students over the above limits.

Secondary:

The pupil-teacher ratio per class period for seventh grade through twelfth grade shall be 30 or less (excluding Band, P.E., and Choir).

Thirty (30) minutes of classroom paraprofessional time will be added for every four (4) students over the above limits.

These pupil-teacher ratios for paraprofessional time shall remain in effect as long as the fund balance on June 30 is not reduced to less than eight (8) percent of the previous year's total expenditures.

TEACHER-PUPIL RATIO

- 149) The pupil-teacher ratio for developmental kindergarten shall be twenty-three (23) or less for academic classes. Additional students may be added up to but not exceed two (2). Two additional students may be added with prior approval of the Teacher and LEA Building Representative.
- 150) The pupil-teacher ratio for grades Kindergarten-three (3) shall be twenty-five (25) or less for academic classes. Additional students may be added up to but not to exceed two (2). Two (2) additional students may be added with prior approval of the Teacher and the LEA Building Representative.
- 151) The pupil-teacher ratio for grades four through six (4-6) shall be twenty-seven (27) or less for academic classes. Additional students may be added up to but not exceed three (3). Two (2) additional students may be added with prior approval of the Teacher and the LEA Building Representative.
- 152) The pupil-teacher ratio for grades seven-twelve (7-12) shall be thirty (30) or less for academic classes. Additional students may be added up to but not to exceed six (6). (Class loads shall not exceed thirty-six (36) students at any time unless mutually agreed upon by the Teacher and building Principal.
- 153) It is a Teacher's option to accept or not accept the Aide/Clerical time offered.
- 154) The pupil-teacher ratio in secondary classes shall not exceed 180 (one hundred eighty) students per day.
- 155) Since pupils are entitled to be taught by Teachers who are working within their area of competence, Teachers shall not be assigned outside the scope of their major or minor fields of study in the secondary schools without their prior consent. Further, whenever possible, no secondary Teacher shall have more than three (3) preparations a day in the academic subjects. When deviations from this guide are necessary and a Teacher is going to be assigned more than three (3) academic preparations, the Teacher shall be notified as soon as possible after such assignments are evident and the situation shall be discussed in an effort to resolve any problems resulting from the assignment. Each modified, accelerated, and enriched class requiring different preparations shall be considered a single preparation.
- 156) These pupil-teacher ratios shall remain in effect as long as the fund balance on June 30 is not reduced to less than fifteen (15) percent of the previous year's total expenditures.
- 157) Student-teacher ratio's will be calculated twice per school year on the official count dates for determining State Aid Membership (currently September and February).

XV. BOARD RESPONSIBILITIES FOR INSTRUCTION

- 158) It is acknowledged that the primary duty and responsibility of the Teacher is to teach and the organization of the school and the school day should be directed toward insuring that the energy of the Teacher is primarily utilized to this end.
- 159) The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools equipped and maintained consistent with funds available. The Association may at any time submit a request for equipment needed for effective teaching.
- 160) The Board agrees to make available in each school, adequate equipment for use in the preparation of instructional material, provided funds are available. Lavatory facilities exclusively for Teacher use and at least one room, appropriately furnished and phone provided, which shall be reserved for use as a faculty lounge shall be provided where building enrollments and physical facilities allow. Provision for such facilities will be made in all future school buildings.
- 161) The Board shall provide:
- A separate desk for each Teacher in the district; a desk with lockable drawers, and/or some lockable space available in the room upon the request of the Teacher.
 - Suitable closet space for each Teacher to store coats, overshoes, and personal articles, preferably lockable.
 - Adequate chalkboard/whiteboard space in every classroom and room used for instructional purposes.
 - Copies, exclusively for each Teacher's use, of all texts used in each of the courses he/she is to teach. Teachers are expected to be familiar and utilize the Teacher's editions of texts and manuals which will be provided.
 - Adequate storage space in each classroom for instructional materials.
 - Adequate attendance books (elementary), paper, pencils, pens, chalks, erasers, chamois for chalkboard cleaning, and other such materials required in daily teaching responsibility.
- 162) Safe and Sanitary Instructional Settings. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- 163) An unsafe or hazardous condition shall be immediately brought to the attention of the building Principal by the staff member. The building Principal will take appropriate action in cases of an emergency. In the event the problem cannot be resolved immediately, the problem will be referred to the Safety Committee for resolution. The Safety Committee will be composed of two (2) Board representatives and two (2) LEA representatives.
- 164) Gym uniforms for physical education Teachers, smocks for art and home economics Teachers, laboratory coats for laboratory science Teachers, and shop coats for vocational and industrial education Teachers shall be made available upon request. Such clothing when requested shall be worn daily. New purchases shall be made on an approved order and shall remain the property of Lakewood Public Schools, such purchases to be made upon return of the old equipment.

- 165) The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a Teacher reference library in the high school and include therein all texts, which are reasonably requested by the Teachers as long as Teachers display reasonable use of said library.

XVI. STUDENT TEACHING ASSIGNMENTS

- 166) Supervisory Teachers of Student Teachers shall be tenured Teachers. Such assignment shall be voluntary on the part of the Teacher.
- 167) Supervising Teachers shall work directly with the university program coordinator and assist in developing extensive opportunities for the Student Teacher to observe and practice the arts and skills of the profession. Supervising Teachers shall not be held responsible for the conduct of their student teacher.
- 168) The Association agrees to accept Student Teachers as honorary members during their teaching period and include them in appropriate meetings and activities of the Association. University stipends shall be used to purchase educational items for the supervisory teacher's classroom.
- 169) It is recognized by all parties involved that the training of prospective Teacher candidates is a most serious enterprise. Thus the Board and Association agree to jointly monitor the Teacher training program in the Lakewood Public Schools. If either the Board or Association alleges that a particular university program is not meeting or will not meet its responsibility to its Student Teachers, a joint hearing will be held between the Board's representative and the Association's representative and the university coordinator. If the university program is found to be in any way deficient, joint recommendations will follow. Failure of the university coordinator to carry out the recommendations will result in termination of further association with the Lakewood Public Schools.

XVII. NEGOTIATION PROCEDURE

- 170) By June 1, prior to the expiration of this agreement, the Association and Board will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of Teachers employed by the Board.
- 171) In any negotiations described in this Article, neither the Association nor the Board 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 a majority of the Board and by a majority of the membership at large of the Association who cast votes. The parties mutually pledge that representatives selected by each shall be empowered with all necessary authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- 172) If the Association and Board fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take such action as it deems necessary which is within the scope of the Michigan Employment Relations Commission.
- 173) When both the Board and the Association agree, negotiations may be reopened for the purpose of renegotiating items included in the Agreement or for negotiation of items added to the Agreement.
- 174) When it is mutually agreed that negotiations referred to in Paragraph A between the Association and the Board shall take place during the school day, any Teacher so engaged shall be released from regular duties without loss of salary.

XVIII. GRIEVANCE PROCEDURE

- 175) A grievance is defined as a claim by a Teacher, group of Teachers, or the Association based upon any alleged violation of this agreement and/or established Teacher personnel policy.
- 176) It is understood that any grievance will first be submitted to the grievance committee. If the recommendations of the committee are not acceptable to either or both parties, the grievance may then be processed through the procedure herein described.
- 177) Depending upon the level reached in processing the grievance, a "party of interest" shall be defined as the Teacher or group of Teachers, or the Association on the one hand, and the Superintendent or his/her designated agent, or the Board on the other hand.
- 178) The term "day" shall be interpreted as meaning a calendar day.
- 179) The primary purpose of the procedures set forth in this Article is to secure, at the lowest level possible, agreeable and equitable solutions to a stated grievance. Parties of interest agree that these proceedings shall be kept confidential.

STRUCTURE

- 180) 01. The appropriate building Principal is designated as the administrative representative for Level One of the procedure.
- 181) 02. The Superintendent is the administrative representative for Level Two; but he/she may designate his/her position at this Level to the Assistant Superintendent.
- 182) 03. The Board will act in its own behalf at Level Three of this procedure. It may, at its discretion, designate three (3) of its members to fulfill its obligation at Level Three.
- 183) 04. A grievance may be filed at Level Two if it could affect personnel in more than one (1) school building.

PROCEDURE

- 184) Any Teacher, group of Teachers or the Association that feel there is a grievable violation of this agreement must first bring it to the attention of the building Principal within sixty (60) days of the alleged violation. The matter will be reviewed orally, with the objective of resolving the issue.
- 185) After the matter is first brought to the attention of the building Principal he/she shall have ten (10) days to respond. If the matter is not resolved satisfactorily at this oral step of the procedure, the issue may be taken up as a written grievance within twenty (20) days and processed through the steps as outlined below:
- 186) Level One: Any Teacher or group of Teachers or the Association, may file the grievance with the building Principal. He/She shall meet with the grievant and/or representatives of the Association if requested by the grievant within five (5) days after receipt of the grievance. He/She shall reply in writing to the grievance within five (5) days after this meeting.
- 187) Level Two: If the building Principal's reply is not acceptable to the grievant, a written grievance may be filed with the Superintendent within ten (10) days after the Principal's reply has been received. The Superintendent shall meet with the grievant and/or representatives of the Association within five (5) days after receipt of the grievance. The superintendent shall reply in writing to the grievance within five (5) days after this meeting.
- 188) Level Three: If the Superintendent's reply is not acceptable to the grievant, the Association President may file a written grievance with the Board of Education's secretary on behalf of the grievant within ten (10) days after receipt of the grievance by the Board. The Board's decision, or that of its representatives, shall be rendered to the Association in writing within five (5) days after the next regular Board of Education meeting.
- 189) Level Four: If the decision of the Board is not acceptable to the grievant, the Association may appeal the grievance to arbitration. No individual employee shall have the right to pursue a grievance to arbitration under this clause without the approval of the Association in writing. If the parties can't reach mutual agreement on an arbitrator, the grievance shall be submitted to an impartial arbitrator selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. If such appeal is not made within fifteen (15) days after receipt of the Board's decision, the grievance shall be determined to be withdrawn.
- 190) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. Binding arbitration shall apply only on the alleged breach of the Master Contract.
- 191) There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth in Subparagraph four (4) of this Article. It shall be binding upon the Association and the Board. The Association shall not finance directly any of its members in any appeal to court or labor board from a decision of an arbitrator. Noncompliance with the arbitrator's decision by either party within thirty (30) days shall be just cause for appeal to a court of competent jurisdiction.
- 192) The fees and expenses of arbitration shall be paid by the party losing the grievance.
- 193) Any grievance occurring during the period between the termination date of this Agreement and the effective date for a new Agreement shall be processed under the terms of this Agreement.

- 194) Failure of a grievant or the Association to proceed from one level of this procedure to another within the time limits set forth shall be deemed to be an acceptance of the reply or decision previously rendered. A grievance may be withdrawn by the grievant of the Association at any level without prejudice.
- 195) Any party of interest may be represented at any meeting or hearing and at all steps and stages of the grievance procedure.
- 196) The arbitrator shall have no authority to grant back pay more than 60 days prior to filing grievance.
- 197) Copies of all written decision of grievances shall be sent to all parties involved and the Association's secretary.
- 198) No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- 199) All documents, communications, or records dealing with the grievance shall be filed separately from the personnel files of the participants.
- 200) Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.
- 201) The time lines set forth in this article may be extended by mutual consent of the parties of interest provided such agreement is made before the time line of interest expires. Any such extension of time limits shall be in writing, signed and dated by representatives of both parties of interest.
- 202) See Appendix G for Grievance Form.

XIX. ILLNESS/DISABILITY AND OTHER LEAVES OF ABSENCE

- 203) At the beginning of each school year, each Teacher shall be credited with ten (10) days of health leave, the unused portion of which shall accumulate year to year without limitation. The Teacher may use all or any portion of their leave for:
 1. Personal illness or disability which shall include, but not limited to, all disabilities attributed to or by pregnancy, miscarriage, abortion, child birth, and recovery there from.
 2. Illness, injury, and/or deaths in the immediate family.
 3. Birth or adoption of own child (limit 35 days for normal birth).
 4. Birth or adoption within the immediate family (limit 10 days for normal birth).
- 204) The immediate family shall include all individuals living in the household and under the same roof and/or persons declared dependents on the Teacher's Federal Income Tax form plus all parents, siblings and children of the employee. Definition of immediate family may be expanded to include other individuals on a case-by-case basis upon approval of the Superintendent.
- 205) A Teacher absent because of illness (i.e. mumps, scarlet fever, measles, head lice, hepatitis, impetigo, pink eye, ringworm, or chicken pox), which can be shown to be attributable to a source in school shall suffer no diminution of compensation and shall not be charged with sick leave for a period of ten (10) days for any one (1) illness. The building administrator or his/her designee will notify the Teacher of any contagious conditions in the building on a need-to-know basis.

- 206) Any Teacher who shall receive worker's compensation benefits shall be charged sick leave only for the pro-rated difference between the benefits and the employee's full salary. No time shall be deducted from sick leave for the first ten (10) days.
- 207) The Board will donate 60 days to the sick bank at the beginning of the 00-01 school year and 15 days at the beginning of each year thereafter. These days shall not accumulate. After these days are used, the responsibility for funding the sick bank rests with the Teachers and days donated by the Teachers remain permanently until used. The Association will control and manage the sick bank. The process used to determine who may use the sick bank will be mutually agreed upon by the LEA and Administration. Use of sick bank days will be limited to the amount necessary to cover the contract days within the elimination period of any board paid long-term disability policy provided to the teacher.
- 208) Whenever the sick bank goes to zero days, each eligible teacher will donate a sick leave day to the bank. The LEA will report to the administration once a year on the uses of the sick bank.
- 209) The Board agrees to pay the Teacher who qualified his/her full salary less any worker's compensation or loss of income insurance collectible by the Teacher.

Health Leave of Absence

- 210) Any Teacher whose personal illness extends beyond the period compensated above under ILLNESS/DISABILITY shall, upon request, be granted a leave of absence without pay or fringe benefits which in accumulation with the granted sick leave shall not exceed one year but may be extended by official action by the Board of Education at its discretion.
- 211) 02. Upon return from a health leave during the same school year, the Teacher upon his/her request may be returned to his/her original assignment whenever possible.
- 212) 03. If absent beyond the school year in which the leave commenced, the Teacher shall be returned to a comparable position if the exact position is not open.
- 213) 04. Before a Teacher returns from such a leave, the Board may require a statement of good physical and mental health to be completed by a licensed physician agreeable to both parties.

Officers of the Lakewood Education Association and Negotiation Team:

- 214) The Board agrees to provide released time at full pay to the Association for the purpose of conducting Association business. Representatives will be released up to twenty-four (24) days a year. The District shall pay the cost of any substitutes required.
- 215) The L.E.A. secretary must give notice for this request to the Superintendent as early as possible.
- 216) No more than two (2) Teachers may be absent under this provision at any one time unless the event is the MEA Public Relations and Professional Negotiations Conference.
- 217) Military leaves of absence shall be granted to any Teacher who shall be inducted involuntarily into active service of the United States. Teachers on military leave shall be given the benefit of any increments and seniority which would have been credited to them had they remained in active service to the school system, and all accumulated sick leave days acquired prior to entry into service will be retained.

General Leave of Absence

- 218) A general leave of absence may be granted for sabbatical or educational leave, elective office leave or for another acceptable reason as follows:
- 219) The Association, the Teacher and Board shall first mutually agree in writing as to the terms of the leave.

Leaves for Personal or Business Reasons

- 220) At the beginning of each school year each Teacher shall be credited with three (3) days to be used for the Teacher's personal business. Any unused portion becomes accumulated personal leave without limit. A Teacher planning to use a personal leave day or days shall notify his/her Principal at least two (2) days in advance except in case of emergency. Personal business day(s) are to be used only for purposes which require the Teacher's absence to attend to matters which cannot be conducted except during school hours. Personal business leave shall not be used for recreational or social purposes. (Exception is discretionary day(s) and previously listed uses which may be construed to be social in nature. Personal business days shall not be used on a workday preceding or immediately following a holiday, vacation period, or on the first or last instructional day of the school year without the permission of the superintendent.
- 221) The personal business leave shall be used for the purpose of handling personal affairs.
- 222) All Teachers are entitled to one discretionary personal day per school year. Additionally any Teacher who has accumulated not less than fifteen (15) personal days may use one (1) discretionary day per year. Any Teacher who has accumulated at least one-hundred (100) health leave days may exchange ten (10) of those for one (1) discretionary personal business day per year. Each of those days can be used for any reason.
- 223) The Teacher will give a minimum of three (3) days notice to the building Principal. Not more than two (2) or 15% of Teachers (whichever is greater) may be gone under this policy from any one building on the same school day. Should more than two (2) or 15% of Teachers (whichever is greater) in a building request the same day, leave shall be granted to the Teachers with the greatest number of accumulated personal days providing an acceptable substitute teacher is available. No Teacher shall be granted this day to extend a scheduled school vacation period. Discretionary days cannot be used on consecutive work days.
- 224) When the day(s) has been scheduled in advance, the Teacher must utilize the day, unless school is canceled.
- 225) The number of days for any personal business leave may be extended by the Superintendent. Such extensions shall not exceed the number of days earned.
- 226) The granting of personal business leave by the Principal shall be automatic if in compliance with the policy. Any question regarding use of personal business leave shall be directed to the Superintendent's Office.
- 227) Other leaves for personal reasons without pay may be granted at the discretion of the Superintendent.

Leaves for Other Purposes:

- 228) Leaves of absence with full pay not chargeable against the Teacher's sick leave or personal leave shall be granted for the following reasons.
- Absence when a Teacher is called to jury duty.
 - Court appearance when subpoenaed as a witness in any case connected with the Teacher's employment or the school.
 - Approved visitation of other schools.
 - Time necessary to take the selective service physical examination.
 - When attending any function so directed by the administration.
- 229) A Teacher called for jury duty shall be paid full salary and remit to the Board any jury fees. The Teacher is expected to report for work whenever it is possible to return to school for a half day or more.
- 230) The Board will grant sabbatical leave for a period not to exceed one (1) year with conditions and financial assistance to be mutually arranged and agreed to between the Teacher, the Association, and the Board. The Teacher, upon return from sabbatical leave, shall be restored to his/her former position or to one of comparable status for which he/she is certified and qualified.
- 231) Any non-scheduled B staff who attends an overnight trip or activity shall be granted one (1) additional personal day.

XX. CHILD CARE LEAVE

- 232) A. A leave of absence shall be granted to any (male or female) bargaining unit member for the purpose of child care. Said leave shall commence upon request of the bargaining unit member. It is further provided that:
- 233) A pregnant bargaining unit member may commence said child care leave prior to or subsequent to the birth of her child at her option. A child care leave shall be available to the bargaining unit member upon termination of her disability benefits at the option of the bargaining unit member.
- 234) The written request shall specify the date the Teacher desires to commence the leave and an estimated date for his/her return to teaching. The bargaining unit member shall give forty-five (45) days notice prior to the start of the next semester.
- 235) The leave shall be extended up to a period of two (2) school years by written request of the bargaining unit member.
- 236) The reinstatement shall be to the bargaining unit member's former position or to a similar position for which he/she is qualified and certified.
- 237) Accrual of seniority and experience credit on the salary schedule during any of the foregoing leaves while on approved extensions shall be consistent with Articles of the Agreement.
- 238) Upon reinstatement the Teacher taking leave hereunder will be entitled to accrued experience and sick leave accumulated prior to the start of said leave. Any Teacher completing over fifty (50) percent of the class days in any semester during which leave commences or ends shall be given credit on the salary schedule and sick leave for that semester.

- 239) A Teacher may apply for an adoptive leave without pay under the provisions of child care leave of absence.

XXI. FAMILY AND MEDICAL LEAVE

- 240) A. A leave of absence of up to twelve (12) weeks shall be granted to any bargaining unit member under the provisions of the Family and Medical Leave Act of 1993. Said leave shall commence upon request of the bargaining unit member and approval of the Board of Education. Health, dental, and vision benefits will be maintained for the duration of the leave.
- 241) Leaves of absence without pay shall be granted for the following reasons:
- A. Newborn child: The birth of a son or daughter and in order to care for such son or daughter.
 - B. Newly placed child: The placement of a son or daughter by adoption or foster care.
 - C. Care of a family member: To care for a spouse, son, daughter, or parent (not parent-in-law) if the spouse, son, daughter, or parent has a serious health condition.
 - D. Disability: A serious health condition making the bargaining unit employee unable to either work or perform any of the "essential functions of his or her position" as defined under the Americans with Disabilities Act.
- 242) To be eligible, the bargaining unit member must have been employed by Lakewood Public Schools at least 12 month immediately preceding the commencement of the leave.
- 243) The bargaining unit member will be required to use the maximum number of health or personal days allowable per incident under the Master Agreement, not to exceed the total days accumulated by the bargaining unit member. The remaining leave, up to the 12 weeks provided by the Family and Medical Leave Act shall be without pay.
- 244) Leave shall be requested in writing at least thirty (30) days prior to the date the leave is intended to commence. In emergency situations or unforeseeable situations, exceptions can be made by the Superintendent. Requests for disability leave must be accompanied by certification from a licensed health care provider.
- 245) The Teacher, upon return from the leave, shall be restored to his/her former position, or to one of comparable status and salary for which he/she is certified and qualified.
- 246) A Teacher returning from a leave taken for birth of a child or medical reasons shall provide the Board a statement of good physical and mental health completed by a licensed physician. The Board may require a second opinion from a licensed physician of its choice.
- 247) If the bargaining unit member fails to return following the leave, the district will recover all health, dental, and vision premiums paid during the leave period. Only a situation beyond the Teacher's control, such as continuation of a serious health condition is exempted from this requirement.
- 248) It is the district and bargaining unit's intent to comply with all other aspects of the Family and Medical Leave Act of 1993.

XXII. PROFESSIONAL COMPENSATION

- 249) Salary Increases are as follows:
2009-2010 Steps; 0% to base
2010-2011 Steps; 1% off schedule paid only upon receipt of Federal ED job disbursement, retro to 9/1/2010
2011-2012 Steps; 1% off schedule
- 250) The salary of Teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated into this Agreement. The salary schedule and fringe benefits affecting compensation shall be subject to negotiations beginning no later than June 1 prior to expiration of this Agreement.
- 251) Teachers engaged in activities enumerated in Appendix B shall be compensated in accordance with that schedule.
- 252) Both parties recognize the desirability of additional study regarding such concepts as performance increments and agree to cooperate in the development of a workable model. It is agreed the Board will financially back any mutually acceptable plan that provides for performance increments based on evaluations initialized by the teaching staff.
- 253) A Teacher who is engaged during the school day in negotiating procedures on behalf of the Association with any representative of the Board, or who participates in any professional grievance procedures which are scheduled by the Board or the administration, shall be released from regular duties without any pay loss or penalties.
- 254) A Teacher upon request may be released from his/her regular duties without loss of pay to participate in workshops, program, or conferences oriented solely to improving professional competency. Such requests are subject, however, to the discretion of each Principal. There shall be no more than six (6) Teachers per district, requiring substitutes, absent for such reasons at any one (1) time, unless special authorization has been given by the Superintendent.
- 255) In event any Teacher is not to be paid for a day, the rate shall be daily rate based on total contract days.
- 256) Teachers whose contracted positions require working days not in the negotiated calendar will be paid at their per diem rate.
- 257) A Teacher shall be considered a full-time professional employee when he/she has signed a contract and/or agrees to be employed for not less than one hundred fifty (150) days. Employees working less than five (5) days per week shall have insurance benefits prorated.
- 258) Teachers not regularly scheduled on cancelled school days will not be compensated. Neither will a Teacher be charged for a personal or sick day on a cancelled school day.

Extracurricular pay and Responsibilities

- 259) A. The Board agrees to pay Teachers for extracurricular duties within the percentage of the base salary as stated when duties are consistent with past responsibilities.
- 260) B. The Board reserves the right to establish and post salary, hours, and duties for scaled down or altered extracurricular responsibilities. The decision to accept any assignment will be solely that of the Teacher.

- 261) C. Nothing shall prevent the Board from employing persons not employed by Lakewood Public Schools for Schedule B positions. Bargaining unit members shall have priority for Schedule B positions if their qualifications and experience are equal to or exceed those of external candidates. Bargaining unit members shall be notified of contract non-renewal within thirty (30) days of completion of duty. All vacant positions shall be posted after May first (1) and shall be filled at least thirty (30) days prior to commencement of duty.
- 262) D. For any extra duty not listed on Schedule B, the building Principal, with the approval of the Superintendent, may give up to two (2) percent for the activity.

Salary, Part-Time Teachers

- 263) Part-time Teachers will advance one (1) step on the salary schedule for each year taught. When a Teacher goes from part-time to full-time employment, the Teacher will be credited steps on the salary scale based on the actual equated full-time experience. (Example: A Teacher on half time for two [2] years will have earned one [1] full year of credit when choosing to teach full-time.)
- 264) The acceptance of a part-time position does not necessarily insure a change to a full-time or a continuation of part-time assignment in years following the terms of the present contract. However, by mutual agreement, any Teacher and the Board may agree to an arrangement (for a specific period of time) in which the Teacher will be employed part-time and shall have the option at the end of the period to return to a full-time position or remain a part-time employee.
- 265) The period of time the agreement is to last will be stated in written form and will be signed by both the Teacher and the Board's representative.
- 266) Tenure and seniority rights shall apply to all part-time positions.

Mileage:

- 267) Mileage rate paid employees required to use their own vehicles for school business shall be paid at the IRS rate.

XXIII. SCHOOL CALENDAR

- 268) The starting school date, ending date, vacation periods, legal paid holidays, number of pupil attendance and membership days, Teacher-Parent conference days, and Teacher record days will be reviewed annually by the Board of Education and the Association. The calendar shall remain the same as the prior year unless mutually agreed upon changes are made by June 1. (See also Appendix C)
- 269) Closing dates are subject to change as any lost days of instruction (less than seventy-five [75] percent district-wide attendance) throughout the year will be made up at the end of the school year as per current state law requirements.

XXIV. MISCELLANEOUS PROVISIONS

- 270) The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognized that the Code of Ethics of the Education Profession considered by the Association and its membership to define acceptable criteria for professional behavior.
- 271) Copies of this agreement shall be printed at the expense of the Board and presented to all Teachers now employed or hereafter employed by the Board.
- 272) At the request of either party, representatives of the Board and Association may meet once a month for the purpose of reviewing the implementation of the Agreement and to resolve problems that may arise.
- 273) If any provisions of the Agreement or any application of the Agreement to any Teacher or group of Teachers shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.
- 274) Contract length: This contract shall be in force for the 2009/10 through 2011/2012 school years, terminating at midnight on June 30, 2012.
- 275) This Agreement supercedes and cancels all previous Agreements, verbal or written, except that any item in the last previous contract shall be in force for six (6) months from the beginning date of this contract unless superseded by this document.
- 276) During the term of this Agreement, The Association will not cause, participate, authorize, or support any strike or work stoppage, which in any way limits Teachers' service to the Lakewood District. The Association will not directly or indirectly take reprisals against any Teacher who continues or attempts to continue the full, faithful, and proper performance of his/her contractual duties.
- 277) All L.E.A. meetings and L.E.A. committee meetings shall have priority on Wednesday if meetings are listed in the weekly bulletin.
- 278) The Board may implement at its discretion an Early Retirement Incentive Plan with individual Teacher(s) with the conditions and financial remuneration to be determined by the Board pending the funding available.
- 279) In the event that a school is placed into a phase of improvement under the Elementary and Secondary Education Act (ESEA), the District agrees to work in partnership with the LEA while implementing any guidelines for each phase. The LEA shall have equal representation on all committees, councils, or boards that are formed as a result of ESEA.

XXVI. MENTOR TEACHERS

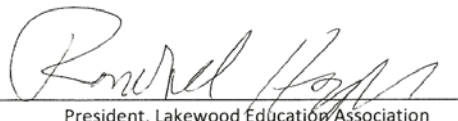
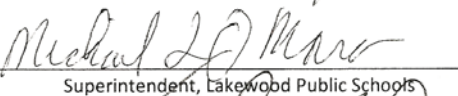
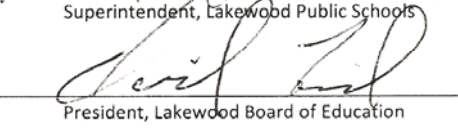

- 285) Each bargaining unit member in his/her first three (3) years of classroom teaching shall be assigned a Mentor Teacher by the Superintendent or his designee. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. To this end, mutual conference time shall be provided within the school day as arranged by the building administrator, whenever possible.

- o Mentee shall only be assigned to one (1) Mentor Teacher at a time.
- o The Mentor Teacher assignment shall be for three (3) years unless the Mentor Teacher or the Mentee requests a change for the second and/or third year.

288) Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide the necessary assistance toward the end of quality instruction, the Board and the Associations agree the relationship shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.

289) Mentors may be provided with appropriate training which may include, but not be limited to the following areas: intra- and interpersonal communication skills, effective skills in cognitive coaching, peer analysis, and/or instruction effectiveness, concerns of beginning teachers. This training should not be a single event or orientation session, but rather should be ongoing and developmental in nature.

290) Compensation shall be as per Schedule B.

<u>11-24-2010</u> Date	 _____ President, Lakewood Education Association
<u>11-24-2010</u> Date	 _____ Superintendent, Lakewood Public Schools
<u>11-24-2010</u> Date	 _____ President, Lakewood Board of Education
<u>11-24-2010</u> Date	 _____ Chief Negotiator, Lakewood Education Association

2009-2010, 2010-2011, 2011-2012 Appendix A Teacher's Salary Schedule

Lakewood Public Schools

	BA		BA+22		MA		MA+15		MA+30	
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.00	\$34,166	1.05	\$35,874	1.08	\$36,899				
2	1.06	\$36,216	1.10	\$37,583	1.13	\$38,608				
3	1.11	\$37,924	1.15	\$39,291	1.18	\$40,316				
4	1.16	\$39,633	1.20	\$40,999	1.23	\$42,024	1.29	\$44,074		
5	1.20	\$40,999	1.25	\$42,708	1.28	\$43,732	1.35	\$46,124	1.39	\$47,491
6	1.24	\$42,366	1.30	\$44,416	1.33	\$45,441	1.40	\$47,832	1.45	\$49,541
7	1.28	\$43,732	1.35	\$46,124	1.39	\$47,491	1.47	\$50,224	1.51	\$51,591
8	1.33	\$45,441	1.40	\$47,832	1.45	\$49,541	1.53	\$52,274	1.57	\$53,641
9	1.38	\$47,149	1.45	\$49,541	1.51	\$51,591	1.59	\$54,324	1.63	\$55,691
10	1.43	\$48,857	1.49	\$50,907	1.57	\$53,641	1.65	\$56,374	1.69	\$57,741
11	1.48	\$50,566	1.53	\$52,274	1.63	\$55,691	1.71	\$58,424	1.75	\$59,791
12	1.48	\$50,566	1.58	\$53,982	1.68	\$57,399	1.76	\$60,132	1.80	\$61,499
13	1.48	\$50,566	1.58	\$53,982	1.68	\$57,399	1.76	\$60,132	1.80	\$61,499
14	1.48	\$50,566	1.58	\$53,982	1.68	\$57,399	1.76	\$60,132	1.80	\$61,499
15	1.53	\$52,274	1.63	\$55,691	1.73	\$59,107	1.81	\$61,840	1.85	\$63,207
16	1.53	\$52,274	1.63	\$55,691	1.73	\$59,107	1.81	\$61,840	1.85	\$63,207
17	1.53	\$52,274	1.63	\$55,691	1.73	\$59,107	1.81	\$61,840	1.85	\$63,207
18	1.57	\$53,641	1.67	\$57,057	1.77	\$60,474	1.85	\$63,207	1.90	\$64,915
19	1.57	\$53,641	1.67	\$57,057	1.77	\$60,474	1.85	\$63,207	1.90	\$64,915
20	1.59	\$54,324	1.69	\$57,741	1.79	\$61,157	1.87	\$63,890	1.92	\$65,599
25	1.63	\$55,691	1.73	\$59,107	1.83	\$62,524	1.91	\$65,257	1.96	\$66,965
28	1.67	\$57,057	1.77	\$60,474	1.87	\$63,890	1.95	\$66,624	2.00	\$68,332

2009-2010, 2010-2011, 2011-2012 Appendix B1 Athletic Extra Duty							Base + 5%			\$35,874
	Percent	Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 11	
Position	of Base	1.00	1.06	1.11	1.16	1.20	1.24	1.28	1.32	
Baseball Varsity	0.090	\$3,229	\$3,422	\$3,584	\$3,745	\$3,874	\$4,004	\$4,133	\$4,262	
Baseball JV	0.060	\$2,152	\$2,282	\$2,389	\$2,497	\$2,583	\$2,669	\$2,755	\$2,841	
Baseball 9th	0.040	\$1,435	\$1,521	\$1,593	\$1,665	\$1,722	\$1,779	\$1,837	\$1,894	
Basketball Varsity	0.135	\$4,843	\$5,134	\$5,376	\$5,618	\$5,812	\$6,005	\$6,199	\$6,393	
Basketball JV	0.070	\$2,511	\$2,662	\$2,787	\$2,913	\$3,013	\$3,114	\$3,214	\$3,315	
Basketball 9th	0.070	\$2,511	\$2,662	\$2,787	\$2,913	\$3,013	\$3,114	\$3,214	\$3,315	
Basketball 8th	0.045	\$1,614	\$1,711	\$1,792	\$1,873	\$1,937	\$2,002	\$2,066	\$2,131	
Basketball 7th	0.045	\$1,614	\$1,711	\$1,792	\$1,873	\$1,937	\$2,002	\$2,066	\$2,131	
Cheerleaders Fall Varsity	0.040	\$1,435	\$1,521	\$1,593	\$1,665	\$1,722	\$1,779	\$1,837	\$1,894	
Cheerleaders Fall JV	0.020	\$717	\$761	\$796	\$832	\$861	\$890	\$918	\$947	
Cheerleaders Fall 9th	0.020	\$717	\$761	\$796	\$832	\$861	\$890	\$918	\$947	
Competitive Cheer Varsity	0.100	\$3,587	\$3,803	\$3,982	\$4,161	\$4,305	\$4,448	\$4,592	\$4,735	
Competitive Cheer JV	0.055	\$1,973	\$2,091	\$2,190	\$2,289	\$2,368	\$2,447	\$2,526	\$2,604	
Cross Country Varsity	0.080	\$2,870	\$3,042	\$3,186	\$3,329	\$3,444	\$3,559	\$3,674	\$3,788	
Cross Country JV	0.025	\$897	\$951	\$996	\$1,040	\$1,076	\$1,112	\$1,148	\$1,184	
Football Varsity	0.135	\$4,843	\$5,134	\$5,376	\$5,618	\$5,812	\$6,005	\$6,199	\$6,393	
Football Varsity Asst.	0.080	\$2,870	\$3,042	\$3,186	\$3,329	\$3,444	\$3,559	\$3,674	\$3,788	
Football JV	0.070	\$2,511	\$2,662	\$2,787	\$2,913	\$3,013	\$3,114	\$3,214	\$3,315	
Football JV Assistant	0.055	\$1,973	\$2,091	\$2,190	\$2,289	\$2,368	\$2,447	\$2,526	\$2,604	
Football 9th	0.070	\$2,511	\$2,662	\$2,787	\$2,913	\$3,013	\$3,114	\$3,214	\$3,315	
Football 9th Assistant	0.055	\$1,973	\$2,091	\$2,190	\$2,289	\$2,368	\$2,447	\$2,526	\$2,604	
Golf Varsity & JV Boys	0.060	\$2,152	\$2,282	\$2,389	\$2,497	\$2,583	\$2,669	\$2,755	\$2,841	
Golf Varsity Assistant	0.020	\$717	\$761	\$796	\$832	\$861	\$890	\$918	\$947	
Soccer Varsity	0.080	\$2,870	\$3,042	\$3,186	\$3,329	\$3,444	\$3,559	\$3,674	\$3,788	
Soccer Junior Varsity	0.055	\$1,973	\$2,091	\$2,190	\$2,289	\$2,368	\$2,447	\$2,526	\$2,604	
Softball Varsity	0.090	\$3,229	\$3,422	\$3,584	\$3,745	\$3,874	\$4,004	\$4,133	\$4,262	
Softball JV	0.060	\$2,152	\$2,282	\$2,389	\$2,497	\$2,583	\$2,669	\$2,755	\$2,841	
Softball 9th	0.040	\$1,435	\$1,521	\$1,593	\$1,665	\$1,722	\$1,779	\$1,837	\$1,894	
Tennis Varsity	0.060	\$2,152	\$2,282	\$2,389	\$2,497	\$2,583	\$2,669	\$2,755	\$2,841	
Tennis JV	0.040	\$1,435	\$1,521	\$1,593	\$1,665	\$1,722	\$1,779	\$1,837	\$1,894	
Track Varsity	0.080	\$2,870	\$3,042	\$3,186	\$3,329	\$3,444	\$3,559	\$3,674	\$3,788	
Track Varsity Assistant	0.040	\$1,435	\$1,521	\$1,593	\$1,665	\$1,722	\$1,779	\$1,837	\$1,894	
Track MS	0.050	\$1,794	\$1,901	\$1,991	\$2,081	\$2,152	\$2,224	\$2,296	\$2,368	
Volleyball Varsity	0.110	\$3,946	\$4,183	\$4,380	\$4,578	\$4,735	\$4,893	\$5,051	\$5,209	
Volleyball JV	0.060	\$2,152	\$2,282	\$2,389	\$2,497	\$2,583	\$2,669	\$2,755	\$2,841	
Volleyball 9th	0.040	\$1,435	\$1,521	\$1,593	\$1,665	\$1,722	\$1,779	\$1,837	\$1,894	
Volleyball 8th	0.030	\$1,076	\$1,141	\$1,195	\$1,248	\$1,291	\$1,335	\$1,378	\$1,421	
Volleyball 7th	0.025	\$897	\$951	\$996	\$1,040	\$1,076	\$1,112	\$1,148	\$1,184	
Wrestling Varsity	0.115	\$4,126	\$4,373	\$4,579	\$4,786	\$4,951	\$5,116	\$5,281	\$5,446	
Wrestling Varsity Asst.	0.070	\$2,511	\$2,662	\$2,787	\$2,913	\$3,013	\$3,114	\$3,214	\$3,315	
Wrestling JV	0.060	\$2,152	\$2,282	\$2,389	\$2,497	\$2,583	\$2,669	\$2,755	\$2,841	
Wrestling 7th & 8th	0.040	\$1,435	\$1,521	\$1,593	\$1,665	\$1,722	\$1,779	\$1,837	\$1,894	
Athletic Director JH	0.060	\$2,152	\$2,282	\$2,389	\$2,497	\$2,583	\$2,669	\$2,755	\$2,841	

2009-2010, 2010-2011, 2011-2012 Appendix B2 Non-Athletic Extra Duty Schedule							Base +5%		\$35,874	
Position	% of Base	Step 1	Step2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 11	
		1.00	1.06	1.11	1.16	1.20	1.24	1.28	1.32	
Advisor 9	0.01	\$359	\$380	\$398	\$416	\$430	\$445	\$459	\$474	
Advisor 10	0.01	\$359	\$380	\$398	\$416	\$430	\$445	\$459	\$474	
Advisor 11	0.03	\$1,076	\$1,141	\$1,195	\$1,248	\$1,291	\$1,335	\$1,378	\$1,421	
Advisor 12	0.015	\$538	\$570	\$597	\$624	\$646	\$667	\$689	\$710	
Advisor FFA	0.03	\$1,076	\$1,141	\$1,195	\$1,248	\$1,291	\$1,335	\$1,378	\$1,421	
Advisor Newspaper	0.045	\$1,614	\$1,711	\$1,792	\$1,873	\$1,937	\$2,002	\$2,066	\$2,131	
Advisor Student Council	0.02	\$717	\$761	\$796	\$832	\$861	\$890	\$918	\$947	
Advisor Yearbook	0.06	\$2,152	\$2,282	\$2,389	\$2,497	\$2,583	\$2,669	\$2,755	\$2,841	
Director Varsity Band	0.1	\$3,587	\$3,803	\$3,982	\$4,161	\$4,305	\$4,448	\$4,592	\$4,735	
Dir Varsity Band Asst.	0.05	\$1,794	\$1,901	\$1,991	\$2,081	\$2,152	\$2,224	\$2,296	\$2,368	
Musical Pit Orchestra	0.028	\$1,004	\$1,065	\$1,115	\$1,165	\$1,205	\$1,246	\$1,286	\$1,326	
Non-Stepped		% of Base	Salary							
Advisor Child Theatre	0.01		\$359			At Risk Class		\$21.00/hr*		
Advisor Close-Up	0.01		\$359			At Risk Tutor		\$17.00/hr*		
Advisor Flag	0.025		\$897			Sec Sub / Prep Hr		\$18.00/per period**		
Advisor For Ex	0.01		\$359			Recess Duty E		\$5.00/quarter hr		
Advisor NHS	0.015		\$538							
Advisor Quiz Bowl	0.0225		\$807						* To be adjusted if At Risk Grant Increases	
Advisor SADD/Teen Inst	0.01		\$359						* To be adjusted if At Risk Grant Increases	
Advisor Ski	0.02		\$717						** To be adjusted if Regular Substitute Pay Increases	
BPA	0.02		\$717							
Coord Curr Clarksville	0.03		\$1,076							
Coord Curr LMS	0.03		\$1,076							
Coord Curr Sunfield	0.03		\$1,076							
Coord Curr West	0.03		\$1,076							
Coord Curr Wood E	0.03		\$1,076							
Coord HS At Risk	0.02		\$717			Summer Voc Ag				
Coord LEO/Gifted	0.04		\$1,435			Per diem at 85% of salary/maximum of 6 weeks				
Coord Odyssey of Mind	0.0225		\$807							
Coord Struct Language	0.045		\$1,614							
Dept Hd Fine Arts	0.04		\$1,435							
Dept Hd Inf. Systems	0.06		\$2,152							
Dept Hd Life Transitions	0.05		\$1,794							
Dept Head Guidance	0.04		\$1,435							
Dept Head Industrial Tech	0.05		\$1,794							
Dept Head Lang Arts	0.05		\$1,794							
Dept Head Math	0.04		\$1,435							
Dept Head Media	0.04		\$1,435							
Dept Head PE/Health	0.05		\$1,794							
Dept Head Science	0.06		\$2,152							
Dept Head SS	0.04		\$1,435							
Director Jazz Band	0.035		\$1,256							
Director Vocal Music	0.090		\$3,229							
ICT Team Member	0.020		\$717	Maximum 10 per district						
Level I Tech	0.050		\$1,794							
Mentor Teacher	0.01		\$359							
Musical Director	0.086		\$3,085							
Musical Assistant(s)	0.0740		\$2,655							
Play Director	0.06		\$2,152							
Play Assistant(s)	0.0720		\$2,583							
Science Club	0.0200		\$717							

APPENDIX D
EXPECTATIONS OF TEACHERS

- I. These expectations are stated to supplement Article X111 - A (paragraph 89) of the Master Agreement regarding Teacher evaluation.

- II. A teacher is expected to:
 - A. Maintain full certification.
 - B. Secure appropriate in-service credit.
 - C. Maintain adequate lesson plans as defined by the building principal.
 - D. Maintain an atmosphere conducive to learning as defined by the building principal that shall include the following:
 - 1. Provide appropriate and meaningful lessons.
 - 2. Supply reasonable motivation that results in positive student participation in class and successful completion of assignments.
 - 3. Maintain adequate discipline that provides for uninterrupted learning and class concentration on assignments.
 - E. Maintain punctuality required by the Master Agreement.
 - F. Liable for conduct and safety of students who are present and under the Teacher's direction. No Teacher shall be absent from his or her assigned students without just cause and administration authorization.
 - G. Keep accurate records of lessons, dates, tests, grades, attendance and tardiness, and parent contacts.
 - H. Use appropriate classroom language without swearing, use of obscene speech, or gestures, or use of ridicule.
 - I. Recognize and accommodate the individual needs of students to the extent possible.
 - J. Generate and maintain constructive public relations by establishing positive and professional contacts with parents.
 - K. Utilize standardized test results where available to assess classroom instruction effectiveness and make necessary adjustments to better meet curriculum goals and objectives as measured by said tests.

- III. This policy is to better define the Master Agreement. It does not rescind or change any aspect of the Master Agreement.

Appendix E

General Board Policies Regarding Degree Equivalency and Salary Classification Advancement

- I. Only credit hours from North Central accredited colleges and universities, or equal foreign institutions will be accepted.
- II. Course hours will be approved if:
 - A. Course applies to Teacher's assigned teaching area
 - B. Courses in the areas of education, psychology, or other disciplines directly related to the education of youth
 - C. Courses may be graduate or undergraduate. However, undergraduate courses must be related to teaching assignment and approved prior to enrollment.
- III. Two-thirds credit will be given for undergraduate courses. Up to full credit may be granted for courses taken at the district's request.
- IV. At least one-third of courses taken beyond Bachelor's Degree must be graduate courses.
- V. Only courses completed after the dates of the Bachelor's Degree and initial certification will be considered for BA22. Only courses taken after the granting of the Master's Degree will be considered for the MA+15 and MA+30.
- VI. Applicant must show proof of admission to graduate school or possess unusually high qualifications involving course work and teaching experience.
- VII. Only one course will be approved for any one term or semester during the school year, unless prior approval is given by the Superintendent. There shall be no limit on the number of courses taken during the summer.
- VIII. Since teaching competency as well as course work is evaluated prior to advancement to levels BS+22, MA Equivalent, MA+15, MA+30, it is recommended that Teachers discuss with their building principals their qualifications prior to or during the course work. The Teacher may then be advised of any short-comings in teaching competency that will require correcting prior to granting higher classification. Superior teaching ability will be expected of Teachers receiving MA Equivalent, MA+15, or MA+30 qualifications.
- IX. It shall be the responsibility of the Teacher to provide an official, up-to-date transcript of all courses to be considered. No advancement will be given until such transcript is provided.
- X. Course work completed by September 1 shall be considered for that current school year. In case of delays in arrival of transcripts, the salary will be made retroactive for the full year.
- XI. Denial of advancement based on teaching competency shall be on a yearly basis. Purpose of appraisal of teaching skills shall be to improve teaching effectiveness and shall be positive in nature.

Appendix G
Grievance Report Form

Grievance # _____ Lakewood School District

Distribution of Form:

1. Superintendent 2. Principal/ Supervisor* 3. Association 4. Grievant

*Distribute to Principal/Supervisor in duplicate.

Building _____ Assignment _____

Name of Grievant: _____

Date Filed: ____/____/____

Step I

A. Date Cause of Grievance Occurred: ____/____/____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature: _____ Date: _____

C. Disposition of Principal/Supervisor: _____

Signature: _____ Date: _____

D. Disposition of Grievant and/or Union/Association: _____

Signature: _____ Date: _____

Step II

A. Date received by Superintendent or Designee: ____/____/____

B. Disposition of Superintendent or Designee: _____

Signature: _____ Date: _____

C. Position of Grievant and/or Union/Association: _____

Signature: _____ Date: _____

Step III

A. Date submitted to School Board: ____/____/____

B. Disposition of School Board: _____

Signature: _____ Date: _____

Step IV.

A. Date submitted to Arbitrator: ____/____/____

B. Disposition of Arbitrator: _____

Signature: _____ Date: _____

Note: All provisions of Article XVII of the Agreement dated July 29, 1991, will be strictly observed in the settlement of grievances. If additional space is needed in reporting Section B of Step One, attach an additional sheet.

Appendix H

**Letter of Agreement
High School Eight Hour Day**

All full-time high school Teachers will:

1. Teach five (5) classes of fifty (50) minutes each.
2. Monitor an Academic Center for fifty (50) minutes, supervise cafeteria for fifty (50) minutes, or voluntarily teach a sixth class for fifty (50) minutes.
3. Have thirty (30) minutes of Flex Time (Lunch).
4. Have one (1) conference period of fifty (50) minutes.

Under no circumstances shall a High School Teacher be required to teach a regular class during their Academic Center or Flex Time Supervision. No undue pressure shall be exerted upon the Teacher to accept such an assignment. Non-tenured Teachers will not be assigned to teach a regular class during their Academic Center or Flex Time Supervision.

President Lakewood Board of Education

Superintendent, Lakewood Public Schools

President, Lakewood Education Association

Chief Negotiator, Lakewood Education Association

Appendix I

The Individualized Development Plan (IDP):

1. Will provide the employee with specific, appropriate written recommendations for development, which are stated in behavioral terms, measurable and observable.
2. Will develop a fair and workable timeline for such development. This timeline may include follow-up visit(s) to evaluate area(s) of concern.
3. May provide a positive program of assistance that may include materials, resources, consultant services and sufficient time during the school day to implement the recommendation(s) of the-evaluator.

(The IDP form is attached.)

**PROBATIONARY/TENURED TEACHER
INDIVIDUALIZED DEVELOPMENT PLAN**

Teacher _____ Date of Hire _____
Building _____ Position _____
School Year _____ Probationary Year _____
Evaluator _____

1. Teaching Characteristics

- A. Demonstrates enthusiasm
- B. Demonstrates creativity
- C. Stays on task
- D. Establishes rapport with students
- E. Shows interest in subject matter/student learning
- F. Demonstrates thoughtful planning

GOAL: _____

REVIEW OF GOAL: _____

II. Organization and Management

- A. Establishes clear and reasonable rules
- B. Applies classroom expectations consistently and fairly
- C. Maintains discipline
- D. Manages classroom effectively
- E. Maintains classroom appearance that is conducive to learning
- F. Disciplines with a variety of techniques and methods to modify unacceptable behavior
- G. Performs record keeping and organizational skills
- H. Uses instructional materials effectively

GOAL: _____

REVIEW OF GOAL: _____

III. Human Relations

- A. Relates effectively with associates
- B. Complies with rules
- C. Gains confidence and respect of students

- D. Communicates effectively with parents
- E. Promotes the building's goals
- F. Promotes the school district's goals

GOAL: _____

REVIEW OF GOAL: _____

IV. Personal Characteristics

- A. Maintains neat appearance
- B. Uses good judgment
- C. Is punctual
- D. Is reliable
- E. Uses constructive criticism
- F. Is able to be flexible

GOAL: _____

REVIEW OF GOAL: _____

V. Instructional Performance

- A. Introduces lesson
- B. Makes students aware of objectives for lesson
- C. Designs activities to teach the lesson objectives
- D. Checks for student understanding
- E. Supervises and provides time for practice

GOAL: _____

REVIEW OF GOAL: _____

VI. Professional Involvement and Growth

GOAL: _____

REVIEW OF GOAL: _____

LAKWOOD PUBLIC SCHOOLS
PROBATIONARY TEACHER EVALUATION
INDIVIDUALIZED DEVELOPMENT PLAN

Teacher's Name _____

School _____ Grade/Subject _____

Probationary Status Initial _____ Year 2 _____ Year 3 _____ Year 4 _____

Current School Year _____ Supervising Administrator _____

Individualized Objectives

Objective #1

Assessment

Objective #2

Assessment

Objective #3

Assessment

I. ACCOUNTABILITY FOR STUDENT GROWTH

The ultimate goal of quality instruction is to increase student growth. This section of the Individualized Development Plan asks the teacher and administrator to set goals which address this area. Effective instruction includes good classroom management, establishing a positive climate, and utilizing varied instructional strategies and maintaining a focus on student assessment.

- I. Accountability for Student Growth
 - A. Organization for instruction
 - 1. Lesson plans, classroom, management, procedures, broad knowledge of subject matter, communication of high expectations to students.
 - B. Instructional delivery
 - 1. Teaching strategies
 - a. learning styles (accommodates individual student needs, i.e., special education, ADD, at-risk, gifted & talented, etc.)
 - b. current research
 - c. demonstrates and applies knowledge of Effective Teaching Techniques (i.e., anticipatory set, directed teaching, guided practice, etc.)
 - C. Monitoring and assessment of student learning
 - 1. Knowledge and use of various assessment tools
 - 2. Ability to interpret and apply results of various assessment tools on a continuous basis
 - 3. Provide evidence of student growth (pre/post format, portfolio samples, etc.)
 - 4. Grading procedures are compatible with department, building or district guidelines
 - D. Other

GOAL: To be stated in behavioral terms. What skills will the teacher enhance or develop as a result of the activities above? The skills to be developed should better enable the teacher to increase student achievement.

OBJECTIVES: _____

Evidence of application of this goal (activities to occur throughout the year):

In addition to listing activities conducted, please cite specific examples of how student learning has/will be enhanced by your accountability for student growth.

**II. ESTABLISHING AND MAINTAINING QUALITY
RELATIONSHIPS AND COMMUNICATIONS**

Quality teacher relationships and communications with all members of the school populations are essential to good teaching and enhances student achievement.

- II. Establishing and maintaining quality relationships and communications
 - A. Knowledge and acceptance of responsibility for appropriate communication.
 - 1. Initiates effective communications appropriate to particular audience (parents, staff, students, and community).
 - 2. Determines appropriate time for proactive and constructive communication regarding student achievement.
 - 3. Established regular written and verbal communications with school community members as appropriate.
 - 4. Meets deadlines.
 - B. Knowledge and acceptance of responsibility for positive relationships within the school community.
 - 1. Establishes positive working relationships with appropriate school family members (central office, Board of Education members, counselors, special education staff, PTO, building staff, etc.)
 - 2. Participates in school activities beyond the classroom to establish positive relationships with others, including cooperatively working with colleagues.
 - 3. Positively resolves concerns or problems within die school community:
 - a. between students and teacher
 - b. between parents and teacher
 - c. between staff/administrator and teacher
 - C. Other

GOAL: To be stated in behavioral terms. What skills will the teacher enhance or develop as a result of the activities below? The skills to be developed should better enable the teacher to increase student achievement.

OBJECTIVES: _____

Evidence of application of this goal (activities to occur throughout the year):

In addition to listing activities conducted, please cite specific examples of how student learning has/will be enhanced by your establishing and maintaining quality relationships and communications.

**I. COMMITMENT AND SUPPORT OF DISTRICT AND
INDIVIDUAL SCHOOL GOALS**

Unified support for school and district initiatives is essential to maintain a relevant and current curriculum. Teacher commitment must go beyond attendance at district meetings and extend to application in the classroom.

- III. Commitment and support of district and individual school goals
 - A. Commitment and active participation in long range strategic plan of district
 - 1. Committee involvement
 - 2. Positive community communications
 - B. Active participation and use of district sponsored in-services
 - 1. Curriculum revision
 - 2. Strategies for instruction
 - C. Participation in school improvement/restructuring/strategic plan of home school
 - 1. Committee involvement
 - 2. Commitment by action and words
 - D. Active involvement in grade level or curriculum area initiatives, including district alignment with state core curriculum and state testing.
 - 1. Participation in research site visits and planning
 - 2. Application, revision and ultimate growth due to new curriculum
 - E. Other

GOAL: To be stated in behavioral terms. What skills will the teacher enhance or develop as a result of the activities above? The skills to be developed should better enable the teacher to increase student achievement.

OBJECTIVES:

Evidence of application of this goal (activities to occur throughout the year):

In addition to listing activities conducted, please cite specific examples of how student learning has/will be enhanced by your commitment and support of district and individual school goals.

IV. COMMITMENT TO PROFESSIONAL GROWTH

It is the responsibility of the teacher to seek out opportunities for professional growth on an ongoing basis which translates into increased student achievement. This section of the Individualized Development Plan asks the teacher and administrator to select a goal area and develop specific activities toward that goal. These activities may fall into the following areas:

IV. Commitment to Professional Growth

- A. Professional materials read by the teacher.
- B. Workshops/conferences attended which address the goal area.
- C. University classes taken which address the goal area.
- D. Collaborative work conducted with colleagues.
- E. Working with a mentor/partner teacher.
- F. Other

GOAL: To be stated in behavioral terms. What skills will the teacher enhance or develop as a result of the activities below? The skills to be developed should better enable the teacher to increase student achievement.

OBJECTIVES:

Evidence of application of this goal (activities to occur throughout the year):

In addition to listing activities conducted, please cite specific examples of how student learning has/will be enhanced by your professional growth this year.



Lakewood Public Schools



TEACHER EVALUATION FRAMEWORK

PURPOSE

Evaluation should be an on-going process to improve the quality of performance as well as identify areas of strength and required improvement. It should promote growth in teacher effectiveness by interaction between the teacher and administrator.

PROBATIONARY TEACHERS

A formal observation is due by **December 15th** for first year probationary teachers. The Self-Profile Assessment and Professional Development Goals are due by **October 15th** of each year for all probationary teachers. Two written evaluations will be completed each year - one each semester. Each evaluation will be based on scheduled observations and unannounced walk throughs with written feedback. Probationary teachers will be on a Plan of Assistance prior to Recommendation for Dismissal.

TENURED TEACHERS

A Self-Profile Assessment is due by **October 15th** of the year of a written evaluation. Professional Development Goals, based on the Self-Profile Assessment, are required and reviewed annually. One written evaluation (minimum) will be completed every **THREE** years. Each written evaluation will be based on a minimum of one announced observation and unannounced walk throughs with written feedback.

LEVELS OF PERFORMANCE

UNSATISFACTORY: The teacher does not demonstrate an understanding of the concepts underlying the component. Student learning is jeopardized in this environment.

BASIC: The teacher demonstrates an understanding of the concepts underlying the component but improvement is needed. Implementation of the elements of this component is sporadic, intermittent, or otherwise not entirely successful. This level is minimally competent. Improvement must occur through a Professional Development Plan.

PROFICIENT: The teacher clearly understands the concepts underlying the component and implements it effectively. Most experienced, capable teachers will regard themselves and be regarded by others as performing at this level.

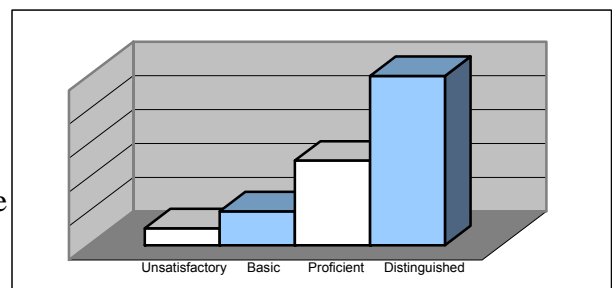
DISTINGUISHED: Teachers at this level are master teachers and make a contribution to the field, both inside and outside of their school. Though the expectation is that no teacher will be distinguished in all areas, these teachers' classrooms operate at a qualitatively different level, consisting of a community of learners, with students highly motivated and engaged and assuming considerable responsibility for their own learning.

UNDERSTANDING THE LEVELS OF PERFORMANCE

Each level of teaching performance listed above has a set definition. However, an explanation of the expectation and relationship of each level to another may be beneficial. First and foremost, the levels of performance should be looked at as falling into two general categories. Unsatisfactory and Basic performance should be considered in the category of unacceptable or emerging performance. A teacher who has received a rating at either of these levels needs improvement. It is expected that teachers will move beyond Unsatisfactory or Basic performance before tenure is granted.

Proficient and Distinguished performance should be considered within the spectrum of mastery performance and/or teaching. Teachers at the "Proficient" level are certainly master teachers who can still enhance their abilities to a greater degree. Instructors at the "Distinguished" level, though this level will most likely only be obtained in a few areas, are considered to be at the ultimate top of their abilities and performance. The "Distinguished" level of performance descriptors are meant to serve as a map to perfection, rather than an expectation that all teachers will obtain perfection.

The chart provided shows the relationship of one level of performance to another. Please notice that a huge jump in performance exists between the "Basic" level and the "Proficient" level and also between "Proficient" and "Distinguished." The expectation is that teaching performance in the classroom will also exhibit this substantial difference when comparing these levels to one another.



Summative Evaluation Form

Teacher's Name:

Building:

Administrator:

School Year:

Teacher Status:

THE FOUR DOMAINS OF TEACHING RESPONSIBILITY

Each of the four domains of the framework refers to a distinct aspect of teaching. A unifying thread runs through the entire framework to provide an organizing structure. That thread consists of engaging students in learning important content and processes. And, in pursuit of important learning, a teacher creates, with the students, a community of learners, where all students feel respected and honored.

Complete the following areas:

1. Domains of the Professional Practice

DOMAIN 1: PLANNING AND PREPARATION

Component 1a: *Demonstrating Knowledge of Content and Pedagogy*

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 does not 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.
<i>Rating & Comments</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 misunderstandings.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Knowledge of Content-Related Pedagogy (Instructional)	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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 1: PLANNING AND PREPARATION

Component 1b: *Demonstrating Knowledge of Students*

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Knowledge of Characteristics of Age Group	Teacher displays minimal knowledge of developmental characteristics of age 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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Knowledge of Students' Varied Approaches to Learning	Teacher does not display the different approaches to learning that student's exhibit, such as learning	Teacher displays general understanding of the different approaches to learning that student's	Teacher displays solid understanding of the different approaches to learning that different	Teacher uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
	styles, modalities, and different “intelligences”.	exhibit.	student’s exhibit.	
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Knowledge of Students’ Interests and Cultural Heritage	Teacher displays little knowledge of students’ interests or cultural heritage and does not indicate that’s such knowledge is valuable.	Teacher recognizes the value of understanding 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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 1: PLANNING AND PREPARATION
Component 1c: Selecting Instructional Goals

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
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 and relate to curriculum framework and standards.	Goals are valuable in their level of expectations, conceptual understanding, and importance of learning and relate to curriculum framework and standards.	Not only are the goals valuable, but teacher can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 and reflect several types of learning.	All the goals are clear, written in the form of student learning, and permit viable methods of assessment. They include varying needs of students’.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 1: PLANNING AND PREPARATION
Component 1d: Demonstrating Knowledge of Resources

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
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.	Teacher is fully aware of all resources available through the school or district and knows how to gain access for students.	In addition to being aware of school and district resources, teacher is aware of additional resources available through the community.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 1: PLANNING AND PREPARATION
Component 1e: Designing Coherent Instruction

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
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.	Most of the learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even, and most 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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Instructional Materials 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.	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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lesson and Unit	The lesson or unit has no	The lesson or unit has a	The lesson or unit has a	The lesson’s or unit’s structure

Structure	clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.	recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	clearly defined structure that activities are organized around. Time allocations are reasonable.	is clear and allows for different pathways according to student needs.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 1: PLANNING AND PREPARATION

Component 1f: Assessing Student Learning

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
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.	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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use for 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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Domains of the Classroom Environment

DOMAIN 2: THE CLASSROOM ENVIRONMENT

Component 2a: Creating an Environment of Respect and Rapport

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Teacher Interaction with Students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students.	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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 2: THE CLASSROOM ENVIRONMENT

Component 2b: Establishing a Culture for Learning

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 2: THE CLASSROOM ENVIRONMENT

Component 2c: *Managing Classroom Procedures*

LEVEL OF PERFORMANCE				
ELEMENT	Unsatisfactory	Basic	Proficient	Distinguished
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 operation.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 2: THE CLASSROOM ENVIRONMENT

Component 2d: *Managing Student Behavior*

LEVEL OF PERFORMANCE				
ELEMENT	Unsatisfactory	Basic	Proficient	Distinguished
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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. Teacher response to misbehavior is appropriate and respects the students' dignity.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully. Student behavior is appropriate.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Domains of Instruction

DOMAIN 3: INSTRUCTION

Component 3a: *Communicating Clearly and Accurately*

LEVEL OF PERFORMANCE				
ELEMENT	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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 3: INSTRUCTION
Component 3b: Using Questioning and Discussion Techniques

LEVEL OF PERFORMANCE				
ELEMENT	Unsatisfactory	Basic	Proficient	Distinguished
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 3: INSTRUCTION
Component 3c: Engaging Students in Learning

LEVEL OF PERFORMANCE				
ELEMENT	Unsatisfactory	Basic	Proficient	Distinguished
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 State benchmark/standard is communicated to students.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is consistent with State standards and benchmarks.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students. State standards and benchmarks are clearly understood.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 3: INSTRUCTION
Component 3d: Providing Feedback to Students

LEVEL OF PERFORMANCE				
ELEMENT	Unsatisfactory	Basic	Proficient	Distinguished
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 3: INSTRUCTION
Component 3e: Demonstrating Flexibility and Responsiveness

LEVEL OF PERFORMANCE				
ELEMENT	Unsatisfactory	Basic	Proficient	Distinguished
Lesson Adjustment	Teacher adheres rigidly to an instructional plan, even	Teacher attempts to adjust a lesson, with mixed	Teacher makes a minor adjustment to a lesson, and	Teacher successfully makes a major adjustment to a lesson.

	LEVEL OF PERFORMANCE			
ELEMENT	Unsatisfactory	Basic	Proficient	Distinguished
	when a change will clearly improve a lesson.	results.	the adjustment occurs smoothly.	
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response to Students	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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Domains of Professional Responsibilities

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component 4a: Reflecting on Teaching

	LEVEL OF PERFORMANCE			
ELEMENT	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 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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component 4b: Maintaining Accurate Records

	LEVEL OF PERFORMANCE			
ELEMENT	Unsatisfactory	Basic	Proficient	Distinguished
Student Completion of Assignments	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 and on student progress in learning, is effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in the maintenance of records.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component 4c: Communicating with Families

	LEVEL OF PERFORMANCE			
ELEMENT	Unsatisfactory	Basic	Proficient	Distinguished
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 a 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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component 4d: Contributing to the School and District

	LEVEL OF PERFORMANCE			
ELEMENT	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.

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES
Component 4e: Growing and Developing Professionally

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service to the Profession	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 initiates important activities to contribute to the profession, such as mentoring new teachers, writing articles for publication, and making presentations.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Decision Making	Teacher makes decisions based on self-serving interests.	Teacher's decisions are based on limited, though 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 decisions are based on the highest professional standards.
<i>Rating & Comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Source: Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.

5. Individualized Development Plan/Improvement Plan: Attached

6. List additional activities and professional contributions:

7. General Comments:

Teacher:

Position/Teaching Assignment:

- Tenured Probationary
 (Choose One)
 1 2 3 4

Observation Dates:

Announced:

Announced:

Walk Through:

Date Filed with Superintendent for Human Resources:

RECOMMENDATION:

- Renewed
 Needs Improvement with IDP / Revised IDP
 Unsatisfactory (If checked, choose one below):
 Plan of Assistance Date:
 Recommended for Dismissal Date:

PURPOSE

Evaluation should be an on-going process to improve the quality of performances as well as identify areas of strength and required improvement. It should promote growth in teacher effectiveness by interaction between the teacher and administrator.

PROBATIONARY TEACHERS

A formal observation is due by December 15th for first year probationary teachers. The Self-Profile Assessment and Professional Development Goals are due by October 15th of each year for all probationary teachers. Two written evaluations will be completed each year – one each semester. Each evaluation will be based on two scheduled observations and unannounced walk throughs with written feedback. Probationary teachers will be on a Plan of Assistance prior to Recommendation for Dismissal. Plan of assistance will be tied to unsatisfactory elements in the evaluation.

TENURED TEACHERS

A Self-Profile Assessment is due by October 15th of the year of a written evaluation. Professional Development Goals, based on the Self-Profile Assessment, are required and reviewed annually. One written evaluation (minimum) will be completed every THREE years. Each written evaluation will be based on one announced observation and unannounced walk throughs with written feedback.

Teacher statement attached? Yes No

Administrator's signature

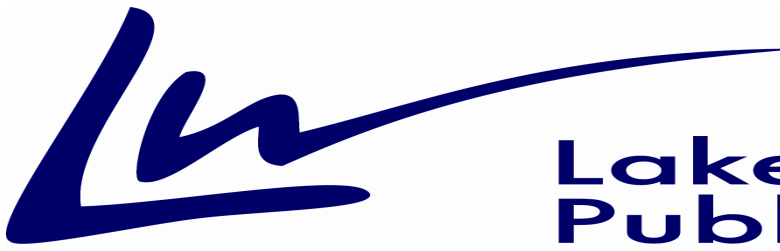
Date

Teacher's signature

Date

The teacher's signature indicates that the teacher and evaluator have discussed this report together. It does not necessarily mean that the teacher and evaluator agree with all ratings or remarks contained herein.

cc: *Personnel File*
 Teacher
 Administrator



**Lakewood
Public Schools**

Teacher's Name: _____

Building: _____

Administrator: _____

School Year: _____

Teacher Status: _____

LEVELS OF PERFORMANCE

UNSATISFACTORY: The teacher does not demonstrate an understanding of the concepts underlying the component. Student learning is jeopardized in this environment.

BASIC: The teacher demonstrates an understanding of the concepts underlying the component but improvement is needed. Implementation of the elements of this component is sporadic, intermittent, or otherwise not entirely successful. This level is minimally competent. Improvement must occur through a Professional Development Plan.

PROFICIENT: The teacher clearly understands the concepts underlying the component and implements it effectively. Most experienced, capable teachers will regard themselves and be regarded by others as performing at this level.

DISTINGUISHED: Teachers at this level are master teachers and make a contribution to the field, both inside and outside of their school. Though the expectation is that no teacher will be distinguished in all areas, these teachers' classrooms operate at a qualitatively different level, consisting of a community of learners, with students highly motivated and engaged and assuming considerable responsibility for their own learning.

Teacher Evaluation Summary Scoring

Scoring system: Unsatisfactory = 0 , Basic = 1, Proficient = 2, Distinguished = 3

	<u>Indicators</u>	<u>Unsatisfactory</u>	<u>Needs Improvement</u>	<u>Satisfactory</u>
Domain 1	14	30% and below	31%-50%	51% up
Domain 2	9	30% and below	31%-50%	51% up
Domain 3	11	30% and below	31%-50%	51% up
Domain 4	8	30% and below	31%-50%	51% up

% of total indicators scored	30% and below	31%-50%	51% up
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% of .5 and above are rounded up

NA is not scored - % is calculated from scored indicators

An I.D.P. may be used if any two domains are below the satisfactory level

An I.D.P. may be used if any one domain is unsatisfactory

LAKEWOOD PUBLIC SCHOOLS

"Walk Through" Feedback

Name: _____

Date: _____

Observer: _____

Time: _____

Building: _____

Number of Students: _____

Instructional method(s) observed:

Assessment method(s) observed:

Comments:

Questions:

Signature: _____

**Information may be used in a formal evaluation*

Teacher Name: _____

Summary Worksheet Framework for Professional Practice

Carefully reflect on your performance in all four domains of the Framework for Professional Practice. By using the rubrics of the Framework to complete this Self-Assessment, assess your level of performance in each of the elements by marking U, B, P or D or a manner that is most meaningful to you. You may prefer to write directly on the rubrics instead of using the grid below.

Please prepare to discuss your performance in all components and elements during the planning session with your supervising administrator to discuss your goal(s) for your Professional Growth Plan.

Key: U....Unsatisfactory B....Basic P....Proficient D....Distinguished

FRAMEWORK FOR PROFESSIONAL PRACTICE - FOUR DOMAINS	U	B	P	D
Domain One: Planning and Preparation				
1a. Demonstrating Knowledge of Content and Pedagogy				
* <i>Knowledge of content</i>				
* <i>Knowledge of prerequisite relationships</i>				
* <i>Knowledge of content-related pedagogy</i>				
1b. Demonstrating Knowledge of Students				
* <i>Knowledge of characteristics of age group</i>				
* <i>Knowledge of students' varied approaches to learning</i>				
* <i>Knowledge of students' interests and cultural heritage</i>				
1c. Selecting Instructional Goals				
* <i>Value</i>				
* <i>Clarity</i>				
1d. Demonstrating Knowledge of Resources				
* <i>Resources for students</i>				
1e. Designing Coherent Instruction				
* <i>Learning activities</i>				
* <i>Instructional materials & resources</i>				
* <i>Lesson & unit structures</i>				
1f. Assessing Student Learning				
* <i>Criteria & standards</i>				
* <i>Use for planning</i>				
Domain Two: The Classroom Environment				
2a. Creating an Environment of Respect and Rapport				
* <i>Teacher interaction with students</i>				
* <i>Student interaction</i>				
2b. Establishing a Culture for Learning				
* <i>Importance of the content</i>				
* <i>Student pride in work</i>				

FRAMEWORK FOR PROFESSIONAL PRACTICE - FOUR DOMAINS	A/F	B	P	D
2c. Managing Classroom Practice				
* <i>Management of instructional groups</i>				
* <i>Management of transitions</i>				
* <i>Performance of non-instructional duties</i>				
2d. Managing Student Behavior				
* <i>Expectations</i>				
* <i>Monitoring of student behavior</i>				
Domain Three: Instruction				
3a. Communicating Clearly and Accurately				
* <i>Directions and procedures</i>				
* <i>Oral and written language</i>				
3b. Using Questioning and Discussion Techniques				
* <i>Quality of questions</i>				
* <i>Discussion techniques</i>				
* <i>Student participation</i>				
3c. Engaging Students in Learning				
* <i>Instructional materials and resources</i>				
* <i>Structure and pacing</i>				
3d. Providing Feedback to Students				
* <i>Quality: Accurate, substantive, constructive and specific</i>				
* <i>Timeliness</i>				
3e. Demonstrating Flexibility and Responsiveness				
* <i>Lesson adjustment</i>				
* <i>Response to students</i>				
Domain Four: Professional Responsibilities				
4a. Reflecting on Teaching				
* <i>Accuracy</i>				
4b. Maintaining Accurate Records				
* <i>Student completion of assignments</i>				
4c. Communicating with Families				
* <i>Information about the instructional program</i>				
* <i>Information about individual students</i>				
4d. Contributing to the School and District				
* <i>Relationships with colleagues</i>				
* <i>Participation in school and district projects</i>				
4e. Growing and Developing Professionally				
* <i>Enhancement of content knowledge and pedagogical skill</i>				
* <i>Service to the profession</i>				
* <i>Decision making</i>				

Adapted from Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.

SUMMARY OF PROFESSIONAL DEVELOPMENT GOALS

PROFESSIONAL GOALS	IN PROGRESS	COMPLETED
	DATE	DATE
1.		
2.		

OPTIONAL COMMENTS:

Self-Profile Assessment Framework for Professional Practice

Carefully reflect on your performance in all four domains of the Framework for Professional Practice. By using the rubrics of the Framework to complete this Self-Assessment, assess your level of performance in each of the elements by marking U, B, P or D or a manner that is most meaningful to you. You may prefer to write directly on the rubrics instead of using the grid below.

Please prepare to discuss your performance in all components and elements during the planning session with your supervising administrator to discuss your goal(s) for your Professional Growth Plan.

Key: U....Unsatisfactory B....Basic P....Proficient D....Distinguished

FRAMEWORK FOR PROFESSIONAL PRACTICE - FOUR DOMAINS	U	B	P	D
Domain One: Planning and Preparation				
1a. Demonstrating Knowledge of Content and Pedagogy				
* <i>Knowledge of content</i>				
* <i>Knowledge of prerequisite relationships</i>				
* <i>Knowledge of content-related pedagogy</i>				
1b. Demonstrating Knowledge of Students				
* <i>Knowledge of characteristics of age group</i>				
* <i>Knowledge of students' varied approaches to learning</i>				
* <i>Knowledge of students' interests and cultural heritage</i>				
1c. Selecting Instructional Goals				
* <i>Value</i>				
* <i>Clarity</i>				
1d. Demonstrating Knowledge of Resources				
* <i>Resources for students</i>				
1e. Designing Coherent Instruction				
* <i>Learning activities</i>				
* <i>Instructional materials & resources</i>				
* <i>Lesson & unit structures</i>				
1f. Assessing Student Learning				
* <i>Criteria & standards</i>				
* <i>Use for planning</i>				
Domain Two: The Classroom Environment				
2a. Creating an Environment of Respect and Rapport				
* <i>Teacher interaction with students</i>				
* <i>Student interaction</i>				
2b. Establishing a Culture for Learning				
* <i>Importance of the content</i>				
* <i>Student pride in work</i>				

FRAMEWORK FOR PROFESSIONAL PRACTICE - FOUR DOMAINS	U	B	P	D
2c. Managing Classroom Practice				
* <i>Management of instructional groups</i>				
* <i>Management of transitions</i>				
* <i>Performance of non-instructional duties</i>				
2d. Managing Student Behavior				
* <i>Expectations</i>				
* <i>Monitoring of student behavior</i>				
Domain Three: Instruction				
3a. Communicating Clearly and Accurately				
* <i>Directions and procedures</i>				
* <i>Oral and written language</i>				
3b. Using Questioning and Discussion Techniques				
* <i>Quality of questions</i>				
* <i>Discussion techniques</i>				
* <i>Student participation</i>				
3c. Engaging Students in Learning				
* <i>Instructional materials and resources</i>				
* <i>Structure and pacing</i>				
3d. Providing Feedback to Students				
* <i>Quality: Accurate, substantive, constructive and specific</i>				
* <i>Timeliness</i>				
3e. Demonstrating Flexibility and Responsiveness				
* <i>Lesson adjustment</i>				
* <i>Response to students</i>				
Domain Four: Professional Responsibilities				
4a. Reflecting on Teaching				
* <i>Accuracy</i>				
4b. Maintaining Accurate Records				
* <i>Student completion of assignments</i>				
4c. Communicating with Families				
* <i>Information about the instructional program</i>				
* <i>Information about individual students</i>				
4d. Contributing to the School and District				
* <i>Relationships with colleagues</i>				
* <i>Participation in school and district projects</i>				
4e. Growing and Developing Professionally				
* <i>Enhancement of content knowledge and pedagogical skill</i>				
* <i>Service to the profession</i>				
* <i>Decision making</i>				

Adapted from Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.

SUMMARY OF PROFESSIONAL DEVELOPMENT GOALS

PROFESSIONAL GOALS	IN PROGRESS	COMPLETED
	DATE	DATE
1.		
2.		

OPTIONAL COMMENTS:

(Optional Form)

Teacher: _____

Evaluator: _____

School Year: _____

EVALUATOR'S CLASSROOM OBSERVATIONAL CHECKLIST

Domain One: Planning and Preparation	YES	NO	COMMENT
1a. Demonstrating Knowledge of Content and Pedagogy			
* <i>Knowledge of content</i>			
* <i>Knowledge of prerequisite relationships</i>			
* <i>Knowledge of content-related pedagogy</i>			
1b. Demonstrating Knowledge of Students			
* <i>Knowledge of characteristics of age group</i>			
* <i>Knowledge of students' varied approaches to learning</i>			
* <i>Knowledge of students' interests and cultural heritage</i>			
1c. Selecting Instructional Goals			
* <i>Value</i>			
* <i>Clarity</i>			
1d. Demonstrating Knowledge of Resources			
* <i>Resources for students</i>			
1e. Designing Coherent Instruction			
* <i>Learning activities</i>			
* <i>Instructional materials & resources</i>			
* <i>Lesson & unit structures</i>			
1f. Assessing Student Learning			
* <i>Criteria & standards</i>			
* <i>Use for planning</i>			
Domain Two: The Classroom Environment	YES	NO	COMMENT
2a. Creating an Environment of Respect and Rapport			
* <i>Teacher interaction with students</i>			
* <i>Student interaction</i>			
2b. Establishing a Culture for Learning			
* <i>Importance of the content</i>			
* <i>Student pride in work</i>			
2c. Managing Classroom Practice			
* <i>Management of instructional groups</i>			
* <i>Management of transitions</i>			
* <i>Performance of non-instructional duties</i>			
2d. Managing Student Behavior			
* <i>Expectations</i>			
* <i>Monitoring of student behavior</i>			
Domain Three: Instruction	YES	NO	COMMENT
3a. Communicating Clearly and Accurately			
* <i>Directions and procedures</i>			
* <i>Oral and written language</i>			
3b. Using Questioning and Discussion Techniques			
* <i>Quality of questions</i>			
* <i>Discussion techniques</i>			
* <i>Student participation</i>			
3c. Engaging Students in Learning			
* <i>Instructional materials and resources</i>			
* <i>Structure and pacing</i>			
3d. Providing Feedback to Students			
* <i>Quality: Accurate, substantive, constructive and specific</i>			
* <i>Timeliness</i>			

Domain Three: Instruction	YES	NO	COMMENT
3e. Demonstrating Flexibility and Responsiveness			
* <i>Lesson adjustment</i>			
* <i>Response to students</i>			
Domain Four: Professional Responsibilities	YES	NO	COMMENT
4a. Reflecting on Teaching			
* <i>Accuracy</i>			
4b. Maintaining Accurate Records			
* <i>Student completion of assignments</i>			
4c. Communicating with Families			
* <i>Information about the instructional program</i>			
* <i>Information about individual students</i>			
4d. Contributing to the School and District			
* <i>Relationships with colleagues</i>			
* <i>Participation in school and district projects</i>			
4e. Growing and Developing Professionally			
* <i>Enhancement of content knowledge and pedagogical skill</i>			
* <i>Service to the profession</i>			
* <i>Decision making</i>			

(Optional Form)

Teacher: _____

Evaluator: _____

School Year: _____

TEACHER RECORD KEEPING CHECKLIST

Domain One: Planning and Preparation	YES	NO	COMMENT
1a. Demonstrating Knowledge of Content and Pedagogy			
* <i>Knowledge of content</i>			
* <i>Knowledge of prerequisite relationships</i>			
* <i>Knowledge of content-related pedagogy</i>			
1b. Demonstrating Knowledge of Students			
* <i>Knowledge of characteristics of age group</i>			
* <i>Knowledge of students' varied approaches to learning</i>			
* <i>Knowledge of students' interests and cultural heritage</i>			
1c. Selecting Instructional Goals			
* <i>Value</i>			
* <i>Clarity</i>			
1d. Demonstrating Knowledge of Resources			
* <i>Resources for students</i>			
1e. Designing Coherent Instruction			
* <i>Learning activities</i>			
* <i>Instructional materials & resources</i>			
* <i>Lesson & unit structures</i>			
1f. Assessing Student Learning			
* <i>Criteria & standards</i>			
* <i>Use for planning</i>			
Domain Two: The Classroom Environment	YES	NO	COMMENT
2a. Creating an Environment of Respect and Rapport			
* <i>Teacher interaction with students</i>			
* <i>Student interaction</i>			
2b. Establishing a Culture for Learning			
* <i>Importance of the content</i>			
* <i>Student pride in work</i>			
2c. Managing Classroom Practice			
* <i>Management of instructional groups</i>			
* <i>Management of transitions</i>			
* <i>Performance of non-instructional duties</i>			
2d. Managing Student Behavior			
* <i>Expectations</i>			
* <i>Monitoring of student behavior</i>			
Domain Three: Instruction	YES	NO	COMMENT
3a. Communicating Clearly and Accurately			
* <i>Directions and procedures</i>			
* <i>Oral and written language</i>			
3b. Using Questioning and Discussion Techniques			
* <i>Quality of questions</i>			
* <i>Discussion techniques</i>			
* <i>Student participation</i>			
3c. Engaging Students in Learning			
* <i>Instructional materials and resources</i>			
* <i>Structure and pacing</i>			
3d. Providing Feedback to Students			
* <i>Quality: Accurate, substantive, constructive and specific</i>			
* <i>Timeliness</i>			

Domain Three: Instruction	YES	NO	COMMENT
3e. Demonstrating Flexibility and Responsiveness			
* <i>Lesson adjustment</i>			
* <i>Response to students</i>			
Domain Four: Professional Responsibilities	YES	NO	COMMENT
4a. Reflecting on Teaching			
* <i>Accuracy</i>			
4b. Maintaining Accurate Records			
* <i>Student completion of assignments</i>			
4c. Communicating with Families			
* <i>Information about the instructional program</i>			
* <i>Information about individual students</i>			
4d. Contributing to the School and District			
* <i>Relationships with colleagues</i>			
* <i>Participation in school and district projects</i>			
4e. Growing and Developing Professionally			
* <i>Enhancement of content knowledge and pedagogical skill</i>			
* <i>Service to the profession</i>			
* <i>Decision making</i>			