



Lakeview Public Schools
 20300 Statler
 St. Clair Shores, MI 48081

1996 - 1997

MASTER AGREEMENT

**BETWEEN THE
 LAKEVIEW TEACHERS
 REPRESENTED BY**

MEA/NEA LOCAL 1

**AND THE
 LAKEVIEW BOARD OF EDUCATION**

Lakeview Public Schools



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

This Agreement entered into this twenty-second day of August, 1996, which shall be effective September 1, 1996 and continuing through August 31, 1997, by and between the Board of Education of the Lakeview Public Schools, St. Clair Shores, Michigan, hereinafter called the "Board" and the Lakeview teachers represented by MEA/NEA Local 1, hereinafter called the "Association."

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

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

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

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

Lakeview Board of Education

MEA/NEA Local 1, Lakeview

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

ARTICLE I NEGOTIATIONS

A. RECOGNITION

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

B. UNIT WORK

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

C. NEGOTIATIONS

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and MEA/NEA Local 1, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. UNIT MEMBERS NOT COVERED BY TENURE

Teachers who are not covered by the provisions of the Michigan Teacher Tenure Act will be required to serve a probationary period not longer than that which is required of

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

E. BOARD RIGHTS

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

F. MATTERS CONTRARY TO LAW

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

G. PRINTING OF AGREEMENT

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

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

A. NON-DISCRIMINATION

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

B. RIGHT TO ORGANIZE

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

C. USE OF BUILDING AND MAIL

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

2. A bulletin board in the staff lounge shall be made available to the Association and its members.
3. Inter- and intra-school mail will be made available to official communications of the Association. Individual teachers may use the inter-school mail system for the purpose of conducting school business. Teacher mail boxes will also be available to teachers for their use.

D. REQUESTS FOR INFORMATION

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

E. CONTINUITY OF OPERATIONS

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

F. U.S. MAIL

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

G. PURCHASE AUTHORIZATIONS AND INVOICES

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

H. REPORTING OF ABSENCES

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

I. STUDENT TEACHERS

No student teacher will be accepted for pre-service or student teaching without first consulting the Association. Student teachers or pre-service students will not be placed

while members remain on the layoff list who still have an active right to return to a position as provided for in Article VI - ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF AND RECALL, D.4.

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

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

J. EDUCATIONAL OPPORTUNITY

The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, gender, color, disability, or national origin and to seek to achieve full equality of educational opportunity to pupils.

K. TELEPHONES

Existing telephone facilities shall be made available to teachers for local calls. No toll or long distance call shall be made without prior authorization of the building administrator. There shall be a telephone available in all teacher lounges.

L. RELEASE TIME FOR ASSOCIATION BUSINESS

1. The employer shall provide at no cost to the Association thirty (30) days per school year of released time for the handling of Association business as deemed appropriate by the Association President. The Association shall be granted five (5) additional days to be used for projects mutually agreed upon by the Superintendent and the MEA/NEA Local 1, Lakeview President/Designee. The Association may use additional days with the approval of the Superintendent/Designee by reimbursing the Board for the cost of the substitute for the released teacher.
2. An additional thirty six (36) days or other released time as mutually agreed upon will be available to the Association President for Association business.
3. Any teacher engaged in any grievance or required as an essential witness in any grievance during the school day shall be released from regular duties without loss of salary, provided that the Superintendent or appropriate administrator has requested that such grievance meeting be held during the school day.
4. Teachers shall be released from their regular duties without loss of pay to meet with MERC or an arbitrator, provided that their presence is essential to such proceedings. Up to three (3) persons may be so designated in any single proceeding.

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

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

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

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

M. SCHOOL CLOSINGS - INCLEMENT WEATHER

Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Act of God. When the schools are closed to students due to inclement weather, teachers shall not be required to report for

duty. In anticipation of such a closing, the Superintendent will develop a plan which will ensure that teachers are notified, whenever possible, of the closing at least one hour prior to the teachers' starting time. The President of the Association will be notified of the closing at the time the decision is made.

N. SCHOOL CLOSINGS - MECHANICAL FAILURES

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

O. RESCHEDULING OF DAYS

1. Should the cancellation of scheduled student instructional days or teacher inservice days result in the district being in violation of the law or subject to loss of state funding, the days will be rescheduled at the end of the normal school year or as agreed to by the Board and the Association. This process will be applied on a district-wide or building by building basis as is necessary.
2. Should a makeup day be scheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day.

ARTICLE III PROFESSIONAL COMPENSATION

A. SALARIES

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

1. SALARY FORMULA

Step one of the 1996-97 Teacher Salary Schedule shall remain the same as the 1995-96 Teacher Salary Schedule. The remaining steps of the 1996-97 Teacher Salary Schedule shall be computed by multiplying the 1995-96 adjusted increment Teacher Salary Schedule by 1.02 (increased by 2%).

2. COST OF LIVING ADJUSTMENT

Cost-of-Living Adjustment Language (C.O.L.A.) will not be in effect during the 1996-97 bargaining agreement.

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

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

B EXTRA-CURRICULAR RIDERS

The Extra-Curricular Riders are listed in Schedule B.

C. PAY OPTIONS

Teachers shall select one of the following options:

1. Bi-weekly pays throughout the school year.
2. Bi-weekly pays throughout the calendar year (In 1997-98 only, this will be paid in 27 pay periods).
3. Bi-weekly pays throughout the school year with the summer payment on the last day before June 30 of the regular school year.
4. Adjustment will be made in years with fifty-three (53) Fridays, with notice given to employees at the time that pay options are chosen.

D. PRORATION OF SALARY

The Salary Schedule is based upon a normal weekly teaching load as hereafter defined in Article V. and The School Calendar which appears in Schedule C.

E. ADDITIONAL COMPENSATION AND DUTIES

No additional compensation will be made for any services rendered by the teacher, and no additional duties will be assigned unless a prior written agreement setting forth the terms and nature of such extra salary and duty has been made in writing and signed by both teacher and Superintendent/Designee and approved by the Board and Association.

F. ADDITIONAL WORKDAYS - PROBATIONARY EMPLOYEES

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

G. LONGEVITY

After twenty (20) years of teaching experience in the Lakeview Public School District, teachers shall receive the sum of six hundred dollars (\$600) annually as longevity pay, which shall not be cumulative from year to year. For those teachers whose 20th year falls at the conclusion of the first semester, a longevity payment equal to one-half (1/2) the above amount will be paid for the remainder of the school year. Full longevity payment will begin the following year.

H. RETIREMENT -- SICK DAYS

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

who notify the district of retirement by February 15, will receive twenty dollars (\$20.00) for each unused leave day up to the maximum allowable accumulated days. To receive twenty (\$20.00) for unused leave days, a teacher retiring during the school year must give a ninety (90) day notice of retirement to the District.

I. CREDIT FOR OUTSIDE TEACHING EXPERIENCE

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

J. LAKEVIEW EXPERIENCE

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

K. COMPLETION OF AN ADVANCED DEGREE

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

L. TUITION REIMBURSEMENT

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

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

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

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

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

- a. Reimbursement will be made for college credit courses taken beyond a Bachelor's Degree, plus eighteen (18) semester hours required for a continuing

certificate to a limit of twenty-two (22) semester hours prior to receipt of a Master's Degree.

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

M. LIABILITY INSURANCE

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

N. INSURANCE BENEFITS

- 1. Benefits will be MESSA Unified Benefits Plan. The Board shall provide all insurance benefits listed in PLAN A as listed below for all teachers in the bargaining unit, except for those teachers electing benefits under PLAN B as listed below. Additionally, the Board shall provide the Long Term Disability Insurance

benefits listed below for all teachers. Such benefits shall be provided, without cost to the teachers, to each teacher, and his/her dependents, as defined by MESSA.

a. PLAN A

i. HEALTH INSURANCE

- (a) MESSA Super Med I Health Insurance with MESSA Care
- (b) When appropriate, MESSA Super Med I or MESSA Limited Medicare Supplement and Medicare, Part B, premiums shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare.

ii. DENTAL INSURANCE

- (a) MESSA/Delta Dental Plan E
Includes the 007 orthodontic rider, with no coordination of benefits,

or . . .
- (b) MESSA/Delta Dental Plan C
Including the 03 orthodontic rider with internal and external coordination of benefits.

iii. LIFE INSURANCE

MESSA Term Life Insurance in the amount of forty thousand (\$40,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

iv. VISION INSURANCE

MESSA VSP III Insurance including internal and external coordination of benefits.

v. LONG TERM DISABILITY INSURANCE

The Board will provide, without cost to the teachers, MESSA Plan II Long-Term Disability Insurance. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of thirty-five hundred dollars (\$3,500) and shall begin after the expiration of

ninety (90) calendar days or after the modified fill requirements of the contract are met.

b. PLAN B

Teachers not electing insurance benefits as described in Section O. 1. a. above shall be provided by the Board with the following insurance benefits. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section O. 1. a. above, and his/her eligible dependents, as defined by MESSA. The Board shall pay premiums for each benefit listed below for part-time employees at a percentage equal to the time such part-time teacher works during the school year as defined in Article IV - CONDITIONS OF EMPLOYMENT, G. 1.

i. DENTAL INSURANCE

- (a). MESSA/Delta Dental Plan Auto Plus, including the 008 orthodontic rider with no coordination of benefits, or
- (b). MESSA/Delta Dental Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.

ii. LIFE INSURANCE

MESSA Term Life Insurance in the amount of sixty thousand dollars (\$60,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

iii. DEPENDENT TERM LIFE INSURANCE

MESSA Dependent Term Life Insurance in the amount of ten thousand dollars (\$10,000) for each teacher's spouse and five thousand dollars (\$5,000) for each dependent child as defined by MESSA.

iv. VISION INSURANCE

MESSA VSP III Vision Insurance including internal and external coordination of benefits.

v. LONG TERM DISABILITY INSURANCE

The Board will provide, without cost to the teachers, MESSA Plan II Long-Term Disability Insurance. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of thirty-five hundred dollars (\$3,500) and shall begin after the expiration of ninety (90) calendar days or after the modified fill requirements of the contract are met.

2. ELIGIBILITY FOR INSURANCE BENEFITS

- a. The Board shall provide all insurance benefits listed in PLAN A above for all teachers in the bargaining unit, except for those teachers electing benefits under PLAN B as listed above. Such benefits shall be provided, without cost to the teachers, to each teacher, and his/her dependents, as defined by MESSA.
- b. Teachers employed after the start of the school year shall receive insurance benefits beginning as of the first day of employment and such benefits shall continue in force for the balance of each school year, including the summer months except that insurance shall be discontinued on the effective date of retirement. (e.g. A teacher whose effective date of retirement is August 31 shall receive district paid insurance benefits throughout the summer)
- c. The Board shall continue to provide insurance benefits listed above for sixty (60) days following the layoff of any teacher.
- d. The Board shall establish an open enrollment of thirty (30) days, commencing from the first day of school in each school year of this contract. The Board in cooperation with the insurance carrier(s) shall be responsible for providing all necessary enrollment application and claims materials.
- e. Lakeview teachers who complete the full year will receive all benefits through the summer except that insurance shall be discontinued on the effective date of retirement. (e.g. A teacher whose effective date of retirement is August 31 shall receive district paid insurance benefits throughout the summer)
- f. The Board shall pay premiums for each benefit listed above for part-time employees at a percentage equal to the time such part-time teacher works during the school year as defined in Article IV - CONDITIONS OF EMPLOYMENT, G. 1.
- g. A teacher placed on long term disability will continue to receive all other fringe benefits for a period of six (6) months.

O. NATIONAL HEALTH INSURANCE SEVERABILITY CLAUSE

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

P. WAGE AND BENEFIT CONTROL SAVINGS CLAUSE

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

ARTICLE IV CONDITIONS OF EMPLOYMENT

A. AGENCY SHOP

1. All teachers in the bargaining unit, as a condition of continued employment, shall, on or before the thirtieth (30th) day following the beginning of the school year, beginning of their employment, or the execution of this Master Agreement, whichever is later, either:
 - a. Become members of the Association, or
 - b. Pay to the Association a service fee, pursuant to Section 10 (1) (C) and (2) of the Public Employment Relations Act, equivalent to the amount of dues and assessments uniformly required of members of the Association including local, state, and national dues.
2. Each teacher who does not tender his/her dues and assessments or service fees directly to the Association shall authorize payroll deduction for such dues/assessments or service fees.
3. Such deductions shall be scheduled with the payroll office on the authorization form provided by the Association.
4. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the employer shall deduct one-tenth of such dues, assessments, and contributions from the regular salary check of the bargaining unit member from ten (10) consecutive pays. Such deductions shall begin with the first pay check following a period of ten (10) working days after receipt of authorization by the payroll department.
5. The Board agrees to promptly remit to the Association all monies deducted on its behalf, accompanied by a list of teachers from whom deductions have been made.
6. In the event that a teacher shall not pay such dues or service fees directly to the Association or authorize payment through payroll deduction, as herein provided, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just cause for discharge from employment.
7. In all cases where the Association requests discharge for violation of this Article, the Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall advise the recipient that a request for discharge

may be filed with the Board in the event compliance is not effected. If the employee in question denies that he/she has failed to pay the Service Fee, then he/she may request, and shall receive a hearing before the Board of Education to determine whether he/she has failed to pay the Service Fee.

8. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:
 - a. The Board gives notice of such action to the Association which allows the Association to intervene as a party if it so desires, and
 - b. The Board gives cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

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

If any person paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected from him/her pursuant to this Article, such person may present such objection to the Association in accordance with the "Policy Regarding Objections to Political-Ideological Expenditures." Any challenge to service fees shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in the Association policy shall be exclusive, and less and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

B. PAYROLL DEDUCTIONS

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

C. EMPLOYMENT OF NEW TEACHERS

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

D. EXTENDED SUBSTITUTES

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

E. TEACHING CREDENTIALS

1. Each teacher will provide the school district with a transcript of college credits and shall be responsible for having his/her transcripts brought up-to-date annually if any additional college credit courses have been completed during the year.
2. Each teacher shall have the responsibility for maintaining full state certification.

F. TEMPORARY REASSIGNMENTS

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

G. PART-TIME STAFF

1. A teacher who requests or who is involuntarily assigned to a part-time assignment will receive proportionally reduced salary and proportional payment of the "A" benefit package which may be applied toward payment of the "B" benefit package.
2. The duties of the part-time teacher will include attendance at faculty meetings, curriculum meetings, Parent-Teacher Conferences, and prep time. This includes any function a regular full-time teacher would perform.

- 3 The part-time teacher will receive a full year's credit on the seniority list and salary schedule.
- 4 Positions arising from voluntary part-time situations will be combined into full-time positions wherever possible.

H. HEALTH REQUIREMENTS

1. Upon initial employment, each employee shall furnish a written statement from a physician or a doctor stating that they are physically able to perform teaching duties.
2. Upon initial employment, proof of a T.B. chest X-Ray or Mantoux Test shall be filed with the school district Health Service Office and shall be renewed as provided by law. Failure to file such statement by the start of school shall result in suspension of employment without pay.
3. Health Services will notify all employees of location, date and times when T.B. test units will be in the area. Health Services will request a time for the Mantoux Test to be provided in the district.
4. Any employee required by the County Health Department to take an x-ray due to exposure in the course of employment will not be charged sick leave or cost of x-ray.
5. The Board of Education reserves the right to require physical examinations, psychological, and psychiatric examinations by a Board-approved examiner for any employee at the expense of the Board of Education. The teacher, at his expense, may select an additional examiner. A single copy of all such requests and results of the examination will be kept in a confidential file which shall be maintained by the Superintendent/designee. Such reports shall not be copied or distributed to third parties.

I. MENTOR TEACHERS

1. Each probationary teacher, mentee, for his/her first three (3) years of teaching, will be assigned a mentor. The mentor, who shall be a volunteer, will support the mentee teacher in an informal, collegial fashion.
2. The mentee will select his/her mentor from among the current tenured bargaining unit members. This selection must be approved by the administration. The selection process will be completed within the first thirty (30) working days of each school year. If no mentor is chosen within this time period, the administrator will appoint from volunteer tenured bargaining unit members. Should the number of acceptable volunteers be fewer than needed, the administration may solicit retired educators to serve as mentors.

3. Reasons for a volunteer not being selected as a mentor shall be made known upon request to the individual and/or the Association President. Selection or non-selection to be a mentor is non-grievable.
4. The professional mentor/mentee relationship is intended to be confidential. Mentors shall not be involved in the evaluation of the mentee and will have no role in the formal evaluation process as outlined in Article IX; TEACHER EVALUATION.
5. The mentee shall not be involved in the evaluation of the mentor. Neither the mentor nor the mentee shall participate in a grievance hearing against the other except for cases of misconduct.
6. Where possible, common preparation time may be assigned to the mentor and the mentee. With the approval of the administrator, release time may be arranged for the mentor and mentee to work together.
7. The administrator shall provide the mentor and mentee with training to fulfill their roles.
8. Mentee, mentor, or administrator may request a review of, or end to, the relationship at any time.
9. Mentors will be compensated \$250.00 for materials or compensated at the rate of \$100.00 per year. The mentor will select one option. Mentors from outside the bargaining unit will be compensated at the same rate as bargaining unit members.

ARTICLE V TEACHING HOURS AND LOADS

A. SECONDARY

1. High Schoolteachers will be employed for a normal six (6) hour and fifty-five (55) minute teaching day that shall include:
 - a. Three (3) class periods of teaching time.
 - b. One (1) class period equal in length to one non-block hour for preparation, conference, and evaluation. Teachers who have a preparation period during a block hour will have a teaching assignment (e.g.: cooperative teaching) equal in length to the difference between the length of their preparation period and the length of the block hour.
 - c. A seminar period, three (3) days a week, or an assignment within the school day not to exceed the length of the seminar period.
 - d. A period of time, two (2) days a week, equal in time to a seminar period, which will be used for department/curriculum team meetings/planning. On these days teachers will be employed for a normal six (6) hour and forty-five (45) minute teaching day.
 - e. A scheduled duty free lunch period of at least twenty-five (25) minutes.
2. Middle school teachers will be employed for a normal six (6) hour and forty-five (45) minute teaching day that shall include:
 - a. Five (5) class periods of teaching time.
 - b. One (1) class period for preparation, conference, and evaluation.
 - c. A homeroom period or an assignment within the school day not to exceed the length of the homeroom period.
 - d. A scheduled duty free lunch period of at least twenty-five (25) minutes.
3. In addition to their normal teaching day as described above, teachers must be at their assigned post fifteen (15) minutes before classes begin and remain ten (10) minutes after school.
4. The building administrator shall assign each teacher to one (1) extra-curricular club (other than those listed in Schedule B, EXTRA-CURRICULAR ACTIVITIES - SALARY PROVISIONS) or to an assignment, as equitably as possible, considering

such factors as voluntary priorities, interest and the work load involved. There shall be no maximum time limitations as to voluntary clubs; assignments, however, shall be limited to twenty (20) hours per year unless specifically agreed to by the teacher. Teachers with split building positions will be exempted from this twenty (20) hour extra-curricular assignment.

B. ELEMENTARY

1. Elementary classroom teachers, special education teachers and specialists, shall be employed for a normal seven (7) hours and fifteen (15) minute teaching day that shall include:
 - a. Two (2) periods of instructional time that shall average:
 - i. During the 1996-97 school year two (2) hours and fifty (50) minutes in length.
 - ii. During succeeding school years two (2) hours and fifty-eight (58) minutes in length.
 - b. A scheduled fifty (50) minute duty free lunch.
 - c. Teachers will assume supervision of students for purposes of entering and exiting the building for periods of not more than five (5) minutes in 1996-97 and not more than two (2) minutes in succeeding school years. However, teachers will not prepare to leave the building at the end of the school day until after all their class has been supervised in an orderly and safe dismissal.
 - d. At least thirty-five (35) consecutive minutes in 1996-97 and twenty-five (25) consecutive minutes in succeeding school years will be duty free prep time in the assigned building. Preparatory time may be used for meetings with staff and parents.
 - e. Teachers may take their students on recess according to the recess policy.
 - f. Teachers will be released from their regular teaching duties for ninety (90) minutes per week. During this time a teacher specialist may replace them as per Article VII - SPECIAL SERVICES, B.1.a.
2. Duty Free Lunch
 - a. Building administrators shall schedule adequate teacher supervision of children leaving the school building and property at dismissal time.
 - b. When it is necessary for the building administrator to be absent from the building during the lunch period, a teacher may be placed on call in the

administrator's absence. Teachers will assume duty on a rotating basis, with as much advance notice given as possible.

- c. There shall be no restrictions placed upon any certified teacher who wishes to voluntarily perform educational services to individual pupils or groups of pupils during the assigned duty free lunch period.

C. ALL TEACHERS

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

D. MEETINGS AND CONFERENCES

1. All teachers will be available for before-school and after-school conferences, as well as being encouraged to attend and participate in building Parent-Teacher Organizations.
2. All teachers will attend scheduled staff meetings, departmental meetings, curriculum meetings and inservice meetings unless prior authorization is obtained from the building administrator. Staff meetings will be limited to ten (10) per semester and be one (1) hour in length unless longer meetings are mutually agreed upon. Additional meetings may be called in case of emergency.

3. Special education staff meetings may be called and special education staff will attend no more than three (3) one (1) hour meetings per year. Such meetings shall not count toward those meetings described in D.2.

E. SECONDARY CLASS SIZE

1. High School

- a. Class size will not exceed a count of thirty-nine (39) per section nor ninety-six (96) per day per three (3) sections. The number of students will not exceed the limits of the available facilities.
- b. High school music performance classes may exceed thirty-nine (39).

2. Middle School

- a. Class size will not exceed a count of thirty-nine (39) per section nor one hundred sixty (160) per day per five (5) sections. The number of students will not exceed the limits of the available facilities.
- b. Middle school classes may exceed thirty-nine (39) per section, with the addition of a second teacher. If the class section reaches ninety-five (95), a third teacher will be added.

F. ELEMENTARY CLASS SIZE

1. When class size exceeds thirty (30), a one-half time classroom assistant will be provided upon request. When classes reach thirty-three (33) a full-time classroom assistant will be provided upon request. Assistants will be certified teachers whenever possible. The teacher may choose to be paid ten dollars (\$10) per week per student over thirty (30) students in lieu of a classroom assistant after the extra student(s) has been in the class for twenty consecutive days. When classes reach thirty-seven (37), the class will be divided into two sections and a second teacher will be employed.
2. At no time shall the elementary class size exceed the available facilities.
3. Special education students integrated into a regular classroom part-time shall count as one (1) full student.
4. Principals will solicit input from teachers on the placement of students to classes. In the event it is necessary to create a combined grade level class, that class shall have five students less than the larger non-combined grade level class at those levels. Once the non-combined class size reaches thirty (30) students, additional students will be added to the combined class. The involved teachers and principal may mutually agree to exceptions to provide the optimum instruction for students.

G. EQUIPMENT, SUPPLIES, AND FACILITIES

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

The Board shall provide:

1. A desk and separate lockable space for each teacher in the district for each building to which they are assigned to.
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
3. Adequate chalkboard space in every classroom.
4. Teacher's editions for exclusive use of the teacher in each of the courses he/she is to teach, to be returned to the principal at the close of each school year.
5. A dictionary in every classroom and a collegiate dictionary for every teacher, to be returned to the principal at the close of each school year.
6. Adequate storage space for instructional materials.
7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
8. Keys to their classrooms and personal offices. Teachers shall exercise reasonable care concerning doors, lights and windows.
9. An adequate lunchroom and/or staff lounge as well as restroom and lavatory facilities exclusively for non-student adult use. These facilities shall be smoke-free. As a minimum, there shall be maintained at least one such facility in each building (one on each floor of the high school) during the life of this contract.
10. Upon written request, keys and the alarm codes to an outside entrance of the teacher's building will be given to the teacher by their principal. The granting of keys shall be consistent for all teachers within a building. If such a request is to be denied, the principal shall furnish reasons in writing for such denial.
 - a. The use shall be job related.
 - b. The teacher shall indicate area(s) to be used and approximate time period(s) involved.

- c. Such usage should not interfere with the building's security. Any negligence resulting in a financial cost to the district shall be assumed by the employee responsible.
 - d. Said key shall be returned to the building principal within a reasonable time after the intended purpose(s) have been accomplished.
 - e. Bargaining unit members acting as head coaches shall be provided a key to their building for the duration of the appropriate season. Usage of said key shall be subject to subsection (c) above.
11. Upon request of the teacher and authorized by his/her building administrator, the Board shall furnish without charge gym uniforms and tank suits for all physical education teachers, smocks for art, home economics, industrial education, business education, and science teachers, and shall provide without charge laundering service therefore.
 12. Adequate duplicating equipment and supplies will be available in each school building to be used by the teacher in the performance of his/her normal classroom duties.

H. CARE OF DISTRICT EQUIPMENT AND MATERIALS

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

I. PARKING

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

J. HEALTH AND SAFETY

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

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

K. ABSENCE OF PRINCIPAL

1. Each building may have one teacher facilitator to act in the absence of the principal. The teacher accepting this assignment shall be furnished written district guidelines and given an orientation.
2. Annually the district will seek volunteers in each building for this position.

3. It is understood that no teacher shall be liable for a classroom and the handling of a school crisis simultaneously.
4. The teacher facilitator will not act as a teacher's evaluator.
5. Teacher facilitators will be compensated for superintendent-approved duties outside of their regular teaching day at \$24.95 per hour.
6. The teacher facilitator may terminate this arrangement at his/her discretion.

L. STAFFING RATIO

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

M. MULTIPLE BUILDING ASSIGNMENTS

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

ARTICLE VI
ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF AND RECALL

A. DEFINITIONS

1. Position -- shall be defined as placement within a building(s).
2. Assignment -- shall be defined as follows:
 - a. Elementary level shall mean placement in a grade level(s).
 - b. Secondary level shall be defined as classes taught within a department(s). Department(s) shall be determined by 3/5 of the teacher's teaching hours.
 - c. All other assignments (psychologists, social workers, specialists, etc.) will specify responsibilities.
3. Job -- shall be defined as placement within a building coupled with an assignment as defined above.
4. Vacancy -- shall be defined as a position presently unfilled, and which it is known will remain unfilled for the remainder of the year, currently filled, but which will be open in the future, or a new position.
5. Transfer -- shall be defined as a change in position or assignment that the teacher requested or agreed to.
6. Forced Transfer -- shall be defined as a change in position or assignment that the teacher did not request. A teacher who is reassigned as a direct result of becoming a "displaced" teacher shall be deemed to have been force transferred.
7. Qualifications -- shall be defined as: State Certification. For 9th-12th grade the possession of a major or minor or 24 semester hours in a subject area is required.

Documentation to support present certification or declaration of intent to obtain new certification before the commencement of the new school year shall be submitted to the administration by April 1. Such declaration of intent shall be supported by proof of certification prior to August of the school year. If such certification is not achieved, the teacher shall not be employed for the vacant assignment.

8. Displaced Teacher -- shall be defined as: A teacher whose position/assignment has been eliminated and who is not laid off.

9. Seniority List -- teachers shall be placed on a list as follows:
 - a. First -- tenure teachers according to seniority, with certification being indicated.
 - b. Second -- probationary teachers according to seniority, with certification being indicated.
 - c. The seniority list will contain:
 - i. teacher's name
 - ii. years of service
 - iii. starting date
 - iv. certification(s)
 - v. tenure / probationary status
10. Seniority-- Seniority ranking as established in 1982 shall continue for this Agreement. New members of the bargaining unit shall be placed on the seniority list by date-of-hire.

Effective July 1, 1983, no seniority for any future administrative experience shall be credited. This provision shall apply to all current and future administrative personnel.
11. Layoff -- Layoff shall be defined as a cessation in employment due to conditions stated in this provision.
12. Days -- Where days are stipulated in this Article they shall be interpreted as school days when school is in session. During summer recess, days shall be defined as calendar days exclusive of weekends and holidays.

B. TEACHER ASSIGNMENTS

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

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

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

2. The Board will identify the known jobs to be staffed for the following school year. A listing of all such jobs will be published and displayed in each building and a copy sent to each Association building representative by May 15 of each year.
3. Teachers will receive a teacher assignment request form by May 15. On such form, the teacher shall indicate his/her preference as to positions(s) and assignment(s). The assignment request form must be returned to the building administrator within five (5) working days. This form shall also serve as the official teacher request for transfer.
4. Combination classes are to be assigned on a rotational basis among affected staff. Nothing shall preclude a teacher from volunteering for a combination class. Transfers as a result of implementing this section shall not be a forced transfer, Article VI ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF AND RECALL, A. 6.
5. The appropriate administrator will make assignments in writing by May 30. Each teacher will be assigned a job (position and assignment) based upon the following considerations:
 - a. Certification and qualifications.
 - b. Teacher preference (per assignment request form).
 - c. Job experience.
 - d. Number of preparations
 - e. Seniority
 - f. Specialization within major or minor.

All teachers will be given a job according to these criteria or they shall be identified as displaced (not having an assignment). Teachers who have notified the Board that they will not be returning to employment in the fall will be assigned to a job as though they were returning. Teachers, who were awarded a transfer to an assignment in the building but were not permitted to assume the new job until the following school year, will be assigned a job as though they were already teaching in the building.

6. The Administration will identify jobs which could not be filled as result of the above assignment process (Vacancies). The administration will also identify and notify all teachers who were not assigned to a job and were displaced as a result of this process (Displaced teachers). Both lists will be furnished to the Association.
7. Posting -- All known vacancies including those resulting from known retirements, newly created jobs, and other known attrition, will be posted by the last day of school, for five (5) working days. Bargaining unit members who are actively employed may apply for such jobs and all jobs will be awarded to the extent possible

based upon seniority, certification, and qualification. Any subsequent vacancies which arise out of this process will be similarly posted and filled.

The initial round of posting and subsequent assignment will be facilitated by the operation of a "pool" unless both parties mutually agree that a pool is not necessary. Such pool will operate prior to the end of the school year at a place, date, and time mutually agreed to by the Board and the Association. Teachers will be notified of the date, time and place one (1) month prior to the operation of the pool. The pool will operate in the following manner.

- a. All available known vacancies will be listed simultaneously.
 - b. Teachers present or represented will have the opportunity to select a vacancy. A teacher may appoint a representative by executing a notarized letter designating the representative.
 - c. The vacancy will be awarded to the most senior, qualified teacher requesting that vacancy.
 - d. If the recipient of the vacancy has a job, that job becomes a vacancy and will be added to the list.
 - e. The pattern of selection will continue until all vacancies are selected or are left vacant for external posting.
8. Forced Transfers -- If as a result of the above procedures it is necessary to further reassign staff to insure that the least senior teachers are displaced or placed on layoff or to insure that the greatest number of unit members are employed, or to facilitate the placement of a displaced teacher(s), teachers will be force transferred. Should forced transfers be necessary, the following provisions will be followed.
- a. No teacher shall be force transferred more than twice in five (5) years unless such forced transfer is a direct result of becoming a displaced teacher due to a reduction in staff or consolidation of positions.
 - b. The least senior teacher who is certified and qualified shall be force transferred first, unless such a transfer violates (1) above. No transfer will occur that results in a layoff or the creation of a vacant position that cannot be filled by existing staff.
 - c. Forced transfer should, whenever possible, be done with the fewest possible moves.

- d. Teachers affected by forced transfers shall have all options discussed with them prior to a final decision being made.
 - e. A change of 2/5 or less of a secondary teacher's position and/or assignment is permitted to facilitate an orderly assignment process and will not be considered a forced transfer.
9. Recall -- The Board will fill any remaining vacancies from the Recall List to the extent possible.
10. Layoff -- If bargaining unit members are still displaced as a result of all of the above procedures, the Board will take appropriate action to notify them of layoff. Teachers to be laid off shall be notified as soon as possible, but they shall not receive such notice later than May 30.
11. New Hires -- If vacancies still exist, the Board may hire to fill the specific vacancies remaining.

C. LAYOFF

1. In cases requiring a reduction of the work force due to a decrease in the number of students enrolled in the school district necessitating the elimination of a teaching position(s) or program reduction or a reduction of the number of teachers in a given subject area, field or program, or elimination or consolidation of positions, layoffs will take effect only at the end of a school year.
2. Layoffs may occur at other times during the school year in cases of financial emergencies.
3. Layoff Procedures

If layoffs are contemplated, the following procedures will apply:

- a. Prior to any official Board action regarding layoff of teachers, the Board shall give at least one (1) month's notice to the Association of the contemplated layoff and shall afford the Association the opportunity to discuss the layoff with the Board or their representative. As soon as the positions affected by the layoff are known, a list of such positions shall be given to the Association.
- b. The lowest seniority teacher(s) will be designated for layoff. Forced transfers will occur to retain the most senior teachers.
- c. When possible, teachers who are to be laid-off at the end of the school year shall be notified by May 30.

- d. In the event the Association questions the specific placement of a teacher on the list or the laying off of a teacher or the instance of a teacher not being recalled, the Board will set forth in writing to the teacher and the Association, its reasons for its actions.
- e. It is intended that this section takes precedence over and governs the individual employment contract of the teacher, and said individual employment contract is specifically conditioned upon this section.

D. RECALL PROCEDURES

1. When a vacancy arises that the District intends to fill and there are members on the Recall List who have an active right to recall, the district shall first issue a posting for the position/assignment to all active unit members. If an actively employed member is awarded the vacancy, the resulting vacancy will be posted similarly until a vacancy exists for which no active employee has been awarded the position. The district will then recall a teacher from the Recall List of teachers who have been laid off, and teachers on leave of absence who have requested to return to the District and whose term of leave has expired. Such teachers shall be re-employed in order of seniority, provided that they meet the requirement set forth in Article VI - ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF AND RECALL, A.7. (Qualifications).
2. Notice -- Any laid-off teacher to whom notice of recall was sent by certified mail, return receipt requested, shall advise the Board by certified mail, return receipt requested, of the acceptance of the assignment within ten (10) calendar days of the recall notification. If the laid-off teacher fails to accept the offered full-time assignment, such teacher shall be dropped from the recall list.
3. Notification of Address -- It is the responsibility of the laid-off teacher to notify the Personnel Office by certified mail, return receipt requested, of any change in his/her mailing address.
4. Recall Rights -- A laid-off teacher shall retain recall rights following layoff for a period of three years or a length of time equal to his/her seniority at the time of lay off, whichever is greater. Teachers shall be placed on the list at the time of layoff for one year. However, such teacher shall continue to remain on the recall list, provided he/she has notified the Board of their availability by certified mail prior to January 15 for such successive year. The signing of an employment contract in another school district voids the recall right of a laid-off Lakeview teacher for the duration of that school year. It is the responsibility of the laid-off Lakeview teacher who signs an employment contract in another district to notify the Personnel Office that he/she wishes to remain on the recall list.

E. VACANCIES

1. When hiring, the Board shall give consideration and if requested, interview certified teachers on layoff from other school districts where Local 1 MEA/NEA is the bargaining agent, unless there are certified Lakeview teachers on layoff and eligible for recall. The Board may set specific job qualifications for any new assignment(s). The Board agrees to the concept of equal opportunity employment.
2. Any vacancies that occur during the school year will be filled through the transfer of certified, qualified, actively employed unit members first and then, by recall, if possible. If the vacancy occurs after August 15 and before April 1, the vacancy will be filled by posting the vacancy for ten (10) days and awarding it within five (5) days following the end of the posting, to the most senior, actively employed, bargaining unit member who applies for the vacancy and who is appropriately certified and qualified. Subsequent vacancies resulting from this process will be posted and filled similarly.

The teacher(s) who is awarded the vacancy will immediately assume the duties of the new position unless, in the opinion of the District, undue disruption would result from such immediate transfer. In such case, the teacher shall be transferred to the new job at the beginning of the next school year (or next semester if determined by the administration).

Any resulting vacancies would first be filled by recalling the most senior member who is certified and qualified from the Recall List if possible.

If no member on the Recall List is eligible, the vacancy will be filled by a newly hired teacher. If there is at least 120 days remaining in the school year, the newly hired teacher will be a regular bargaining unit employee. If there is less than 120 days remaining in the school year, the newly hired teacher shall be employed pursuant to a contract which terminates at the end of the school year, and shall be afforded no seniority or other rights under this contract (including insurance benefits) beyond that date. The Association will be notified of any newly hired teachers.

3. Notifications of vacancies that occur between May 15 and August 15 will be posted for ten (10) days. During summer recess, such notifications will be sent to all teachers who are certified and qualified. A separate application will be required for any vacancy which occurs between May 15 and August 15. The vacancy will be filled by the most senior applicant who is certified and qualified within five (5) days following the end of the posting.
4. If no teacher applies for a vacancy, then the vacancy will be filled by the most senior person on the recall list with the proper certification and qualifications. If there is

no one on the recall list who is certified and qualified, then the Board will hire to fill the vacancy.

F. BUILDING CLOSINGS/RESTRUCTURING

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

ARTICLE VII SPECIAL SERVICES

A. STUDENT ASSIGNMENT

Each elementary classroom teacher will have children assigned as equitably as possible considering attendance areas, numbers of children per grade, possibilities of combination grades, etc. Elementary teachers shall have primary responsibility for the educational program of their class. This shall include the integrated instruction of art, music and physical education when the teacher specialist is not scheduled in their classroom.

B. SPECIALIST/CONSULTANTS

1. Definitions:
 - a. Teacher specialists may replace the classroom teacher for a minimum of three (3) thirty (30) minute periods per teacher per week for instruction in areas such as art, vocal music, physical education. Building teachers may modify the three (3) thirty (30) minute periods by consensus.
 - b. Consultants may be made available in the areas of reading, computer, instrumental music and gifted and talented.
2. The building administrator will communicate with all classroom teachers informing them of the scheduled time "teacher specialists" are available, and will work with the teachers to determine the most appropriate plan for maximum utilization of such teacher specialists for the educational program in the building. Consultant schedule will also be appropriately developed.
3. Teachers are expected to be familiar with the specialists' programs so that they may continue, and reinforce those programs.

C. SPECIAL EDUCATION

1. Special Education services available may include psychologist, social workers, speech correction, teachers for the home bound, mentally impaired, emotionally impaired, learning disabled, hearing impaired, and all others that may be required by law.
2. Special Education classes will not exceed limits set by state and county legislation and regulation.

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

3. Special Education Housing

- a. Each school building shall provide a private, quiet space with facilities for use with children. Proper lighting, heating and ventilation shall be provided.
 - b. Classrooms shall be located according to:
 - i. the needs of special children
 - ii. the continuity and need for proximity of programs
4. I.E.P.C. committees will be formed according to federal and state laws and regulations. At least one general education teacher will be included in the I.E.P.C. for those students who are to be mainstreamed.
5. When I.E.P.C.'s dealing with students such as the medically fragile are scheduled, potentially affected teachers will be invited. Following the I.E.P.C. a staffing, including training, will be held with all appropriate teachers.
6. I.E.P.C.'s, except for graduation I.E.P.C.'s shall be scheduled for not less than forty-five (45) minutes, and no teacher or special education teacher shall be required to participate in more than four (4) I.E.P.C.'s per day. Itinerant teachers shall not be assigned to more than six (6) I.E.P.C.'s per day, except for speech therapists for whom no limitation shall apply.

D. COUNSELING SERVICES

1. Counselors will be assigned at the high school and middle school on a full-time basis, with no more than one (1) part time counselor at each level. Such ratio shall not exceed 450/1. One of these positions at each level may be filled by a general education school social worker.
2. Extra duty assignments for high school/middle school counselors should be made in such a manner so as not to interfere with the counselor's availability for counseling during the fifteen (15) minutes before and ten (10) minutes after school. During this time, counselors will be available in their offices for counseling and consultation. Such time will be counted as per Article V - TEACHING HOURS AND LOADS, Section A. 2.
3. One counselor will be assigned on a full-time basis to each two (2) elementary buildings. One of these positions may be filled by a general education school social worker.

4. In the event of a financial crisis during the term of this contract , one counseling or general education school social work position from each level (high school, middle school, and elementary) may be reduced.

5. The principal may schedule a counselor to flexible hours. Such flex time shall be determined by the principal and counselor(s), but shall not exceed the number of hours per day agreed to in Article V - TEACHING HOURS AND LOADS. No counselor shall be scheduled for flexible hours unless other teaching, administrative or supervisory staff are available in the same general work area. The number of days upon which flexible hours can occur will not exceed thirty-six (36) per level. The flexible hours will be contiguous and extend not more than one (1) hour before nor more than two (2) hours after the normal day at that level.

ARTICLE VIII

PROTECTION OF TEACHERS

A. CONTROL OF STUDENTS

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

B. ASSAULT UPON A TEACHER

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

C. COMPLAINT ABOUT A TEACHER

Any complaint directed toward a teacher shall be promptly called to the teacher's attention and plaintiff's identity revealed if a written record of such complaint is to become a part of the teacher's personnel file.

D. ACADEMIC FREEDOM

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

E. RULES AND REGULATIONS

Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement and the Constitutions of Michigan and the United States.

F. PROFESSIONAL APPEARANCE

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

G. MULTI-DISTRICT PROGRAMS

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

H. CONSOLIDATION OR ANNEXATION

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

I. COMMUNICABLE DISEASES

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

ARTICLE IX TEACHER EVALUATION

A. TEACHER EVALUATION

1. Purpose

The improvement of instruction through evaluation is of the utmost importance. The purpose of this evaluation procedure is to inform staff whether or not their job performance is acceptable or in need of improvement. Additionally, where teachers have been found to have demonstrated acceptable performance, this procedure is designed to assist individual teachers improve their job performance. To that end, the Superintendent shall administer a program of evaluation for all teachers which shall be directed toward helping them succeed in their respective appointments. This program of evaluation shall be uniform in all Lakeview Public Schools and shall be consistent with this Agreement.

2. Evaluation Models

Two evaluation models will be used to accomplish the above stated objectives.

- a. Formative Model - This model will be used for all tenure teachers who have been informed that their performance is satisfactory. This model will consist of goal setting and coaching for improved instruction. Great flexibility shall be allowed in order to maximize individual staff instructional improvement opportunities.
- b. Summative Model - This model shall be used for all probationary teachers, and tenure teachers who have received an evaluation noting and properly verifying by the Administration that there exists some area of concern that needs improvement. This model is structured and provides for frequent contact between the teacher and the administrator.

3. Initial Evaluation

- a. The performance of all teachers is presumed to be satisfactory until there is evidence to the contrary.
- b. By the second Friday in May of each school year, the teacher's building principal or immediate supervisor shall notify the teacher in writing of whether his/her teaching is satisfactory or needs improvement. This decision is to be based on the teacher's performance in the school year preceding this notice. All teachers who have been notified that their performance is satisfactory will be placed on the Formative Model.

- c. When the evaluator determines that the teacher's performance needs improvement, the evaluator will specifically detail in writing those aspects of the teacher's performance which are deficient and will detail the observations and other facts which formed the basis of this conclusion.
- d. A conference will be held with the teacher to explain such a determination and the specifics which support it. The teacher will be afforded the right to provide additional information and/or rebuttal. The teacher may have an Association representative present during this process.
- e. The President of the Association shall be advised of all teachers whom the district intends to place on the Summative Model prior to holding the above conference with the affected teacher. The President will designate a representative who will be present when the plan is reviewed with tenure teacher being placed on the Summative Model if the teacher requests Association representation..
- f. The evaluation model on which a teacher is placed may be changed at any time. However, a teacher may be placed on a Summative evaluation model at times other than the normal notification schedule (by the second Friday in May) only if it can be demonstrated that there has been a significant change in performance, or that new evidence has been obtained that was not known to the evaluator prior to the preceding second Friday in May. If the teacher disagrees with the decision of the evaluator regarding the need to be placed on the summative model pursuant to this paragraph, the Superintendent will hold a hearing in an attempt to settle the dispute. If the dispute is still not resolved following this meeting, the Association may appeal the decision by filing a grievance. Such a grievance will be initiated at Step 6 - Binding Arbitration.

4. Formative Model

- a. All staff who are not participating in the Summative Model will complete this program once every three (3) years. The first year of the three (3) year cycle will be an intense year of goal setting and attainment. The second and third years will be used to continue implementation of the goals in a less intensive manner. All procedures and forms to be utilized in this model will be reviewed with the affected staff at the beginning of the evaluation year (September).

- b. The teacher will submit two (2) goals to his/her evaluator not later than the first Friday in October of the first year of the evaluation cycle. These goals may be selected from the following areas.

Instructional techniques	Parent relations
Curriculum development	Student relations
Classroom management	Planning and organization
Student motivation	Staff relations
Professional growth	Monitoring student achievement
Other subjects (if mutually agreed)	

- c. A conference will be held between the teacher and the evaluator no later than the second Friday in October of the first year of the evaluation cycle for the purpose of mutually agreeing to the teacher's goal for the current three year evaluation cycle. The teacher and the evaluator will identify a specific statement of the two goals, the specific outcomes expected, the actions to be taken to achieve the goals, the resources and assistance needed by the teacher to attain the goal, and the methodology and criteria which will be used to measure the attainment of the goals. These statements will be recorded and attached to the Formative Evaluation form and signed by the teacher and the evaluator to indicate the full agreement of each party.
- d. An interim conference will be held no later than the second Friday in February of the first year of the evaluation cycle to determine the teacher's progress on goal achievement. The evaluator shall provide a written summary of the conference to the teacher within one week following the conference. This shall be recorded on the Formative Evaluation form.
- e. A yearly written report on goal attainment shall be submitted by the teacher to the evaluator no later than the second Friday in April of each year of the three year cycle.
- f. The teacher and the evaluator will hold a final conference to discuss the teacher's goal attainment no later than the second Friday in May. A yearly written evaluation of the teacher's performance in this model shall be presented to the teacher no later than June 1.
- g. The evaluation report shall also clearly state the evaluation system that the teacher is being placed on for the next school year. This decision is to be based on the teacher's total teaching performance, which includes but is not limited to, the teacher's goal attainment within the Formative Model.

5. Summative Model

- a. The evaluator will meet individually with all teachers being evaluated according to this model in September. At this meeting the evaluator will explain the Summative Evaluation Model and the forms to be used in the process.

The evaluator will review with probationary teachers the Individualized Development Plan (IDP). This should include the standard IDP a contained herein and any individualized requirements as developed through this evaluation process.

The evaluator will also review with tenure teachers who have been placed on this model due to performance deficiencies their Individualized Development Plan. For the purposes of this article, such an Individualized Development Plan shall be referred to as a Teacher Improvement Plan (TIP). This TIP shall specifically state the specific reasons for their placement on this evaluation model, and the specific expectations of the district with regard to their improved performance.

- b. The performance of teachers placed on this model will be based upon observations of the teacher's performance conducted by the teacher's evaluator and other supplementary evidence as described below:
 - i. All observations of a teacher shall be conducted with the full knowledge of the teacher.
 - ii. An observation of the bargaining unit member shall be for not less than 30 minutes.
 - iii. Teacher's will be advised of the evaluator's intent to conduct an observation no later than the school day prior to the observation.
 - iv. At least three (3) observations shall be conducted during the school year. The first by November 15, the second by January 15, and the third by March 15.
 - v. More and longer observations are encouraged.
 - vi. Observations shall not be conducted on the day preceding a holiday or school break, or during the first two (2) or the last two (2) weeks of the school year.

- c. The teacher and the evaluator shall confer following each observation. This conference shall occur within one school day following the observation or as soon as possible thereafter. The purpose of such a conference is to provide the teacher with specific information regarding the observations of the evaluator and conclusions reached as a result. If the evaluator has noted any items of a negative nature they shall be brought to the teacher's attention at this meeting and verified in writing within one (1) week of the meeting.
- d. Other supplementary evidence which may be relied upon by the evaluator may include information provided by other administrators and compliments, concerns, and complaints made by parents, students, and others; if the evaluator determines the information to be accurate. If the evaluator intends to rely upon any items of a negative nature they shall be brought to the teacher's attention at a meeting held in a timely fashion after the evaluator has knowledge of the supplementary evidence and will be subsequently verified in writing within one (1) week of the meeting.
- e. No later than March 25, a written evaluation shall be completed which shall summarize the performance of the teacher. This report shall be provided to the teacher in a conference held prior to March 25. In the case of probationary employees, this final report shall contain the evaluator's recommendation regarding employment for the ensuing school year.

6. General Provisions

- a. All evaluations shall be conducted using the forms contained in Schedule D.
- b. Teachers will have one evaluator who will normally be their immediate supervisor. Teachers will be advised of the identity of their evaluator at the beginning of each evaluation cycle.
- c. The performance of any teacher who is not evaluated in accordance with these procedures shall be deemed to be satisfactory.
- d. The evaluations of all teachers are intended to be confidential and will be maintained in a manner to ensure the teacher's privacy.
- e. All teachers shall be kept informed of their successes or needs.
- f. In cases of a teacher request or in cases where the teacher does not perform up to District expectations according to administrative evaluations, a teacher may be reassigned by the Deputy Superintendent.

- g. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has had the opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. No written material maintained by the district will be used in disciplinary procedures or in the evaluation process unless it was brought to the teachers attention in a timely fashion and the teacher was notified that the material was being made part of the teachers personnel record.
- h. Each teacher shall have the right upon request to review the contents of his/her own personnel file(s). A representative of the Association may be requested by the teacher to accompany the teacher in such review. Upon request of a teacher records of a non-recurring negative nature may be removed from a teacher's personnel file three (3) years after the date of entry.
- i. Administrative evaluations of a teacher shall not be based on nor shall they mention personal taste in dress or appearance except within the limits set by Article VIII - PROTECTION OF TEACHERS, F. Similarly, evaluations shall not be based on a teacher's personal life or conduct except as they affect his/her conduct on the job.
- j. Teacher shall at his/her request be entitled to have present a representative of the Association at evaluation conferences.

B. ASSOCIATION REPRESENTATION

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

C. DISCIPLINE AND DISCHARGE

No teacher shall be disciplined or reprimanded which would result in the suspension or reduction in compensation or deprivation of any professional advantage without just cause and preceded by:

1. A conference with the teacher by the appropriate administrator prior to taking any action.
2. A written explanation for the action to the teacher and the Association on request.
3. Any evidence not previously recorded in the teacher's personnel file prior to any notification of the demotion, suspension or other involuntary change in the employment status shall not be used by the Board or its agents as a basis for its action.

4. Discipline shall be constructive in nature and appropriate for the situation. It is recognized that the level of discipline meted out will vary, depending upon the severity of the misconduct.

D. TEACHER ASSISTANCE PROGRAM:

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

ARTICLE X

PAID LEAVE DAYS

A. PERSONAL LEAVE DAYS

All teachers are entitled to twelve (12) days leave per year for the following specific reasons:

1. Personal illness, quarantine, or accident
2. Serious illness of a member of the immediate family.
3. Bereavement/funeral of a relative or friend.
4. Personal reasons. Such leave days shall not be utilized to extend holiday leaves or take vacations except in cases of emergency as approved by the Superintendent. The utilization of such days may be denied where the employee's absence would reduce staffing levels to a point where substitute teachers cannot reasonably be obtained. In such cases, approval will be granted by order of request.

B. WORKERS' COMPENSATION

1. Employees shall be entitled to receive such compensation and expenses as prescribed by the Workers' Compensation Law of the state. An injury and/or accident shall be reported as soon as possible to the district according to established procedures and policies. The first eight (8) days' absence will not be deducted from the employee's sick leave bank when absence is due to on-the-job injury covered by Workers' Compensation however the employee will continue to receive full pay and benefits for such days.
2. Whenever an employee is receiving loss of time workers' compensation, the employee shall receive only the difference between his/her regularly established salary and the amount received for loss of time workers' compensation. Such time of absence shall be prorated against his/her accumulated sick leave in the same ratio as the amount of salary received from the school district for such days bears to the regular daily salary of the employee.
3. When an employee is on workers' compensation leave, he/she shall receive all fringe benefits set forth in this contract. Employees on workers' compensation leave shall accrue seniority while on leave. Employees on such leave will be considered bargaining unit members. Employees who recover and are able to return to duty prior to being eligible for Long Term Disability under the coverage provided in this Agreement shall be returned to the position and assignment held at the onset of the leave.

C. BEREAVEMENT LEAVE

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

D. COURT LEAVE

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

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

E. PROCEDURE FOR PAID LEAVES

1. Whenever possible, at least forty-eight (48) hours advance notice will be given before paid leave is used.
2. All employees shall report absences and reasons as required by the district except that days taken for personal reason may be taken with no additional reason given provided the provisions of this article are not violated.
3. When an excessive pattern of absences persists, the District may reasonably require the teacher to provide substantiation.
4. Teachers will not be charged sick leave due to absence from their jobs for reason of illness or injury definitely established as contracted as a result of their employment, such as; chicken pox, conjunctivitis, head lice, impetigo, measles, mumps, rubella, scabies, scarlet fever. A physician's statement will be submitted upon request.
5. Leave policy shall be administered as one (1) day per completed month, plus two (2) bonus days credited upon completion of each full contract year. First year teachers are allowed to use paid leave days as needed in compliance with the rest of Article X - PAID LEAVE DAYS.

F. LEAVE ACCUMULATION

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

G. SICK BANK

1. On September 1, 1996, the Board shall replenish the current sick bank to three hundred and fifty (350) days. The bargaining unit members shall maintain an appropriate level of days as determined by the Association thereafter, by directing the Board to deduct days from members' accumulated days to be added to the bank.
2. Application for such leave shall be in writing and directed to the Association President.
3. The bank shall be administered by a five (5) member committee composed of four (4) members appointed by the Association, and one (1) appointed by the superintendent. The committee shall arrive at a decision.
4. Waiting Period - The committee may grant leave days after the twentieth (20th) work day of a continuous illness, up to the date of coverage of the Disability Insurance. The committee shall consider such factors as the doctor's report and other data which they deem pertinent.
5. A relapse of an extended illness covered by the sick bank, occurring within thirty (30) days of the employee's return to work, may be immediately referred for consideration by the sick bank committee without the waiting period.
6. The sick bank committee may authorize leave days to fulfill the twenty (20) day waiting period for access to the sick bank.

ARTICLE XI
UNPAID LEAVES OF ABSENCE

A. LEAVES OF ABSENCE THAT SHALL BE GRANTED

1. **Illness**

Any teacher with more than three (3) years of Lakeview experience whose personal illness extends beyond the period compensated under Article X - PAID LEAVE DAYS shall be granted a leave of absence without salary, benefits or advancement on the salary schedule until there is complete recovery from such illness. A doctor's statement shall be required prior to return from such leave.

2. **Military**

Military leave of absence, without salary or benefits shall be granted to any teacher who shall be inducted or shall enlist in the Armed Forces of the United States.

Teachers on military leave shall be given the benefit of any increments up to five (5) years which would have been credited to them had they remained in active service with the Lakeview Public Schools, provided the teacher returns to Lakeview Public Schools as soon as an assignment for which he/she qualifies becomes available after discharge from military service.

3. **Family and Medical Leave Act**

The Board will grant or declare up to twelve (12) weeks of family and medical leave during any twelve month period to eligible teachers in accordance with the Family and Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the superintendent. When the need is foreseeable, such notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the teacher to give thirty (30) days notice, the teacher must give as much notice as is practicable. Proper certification of the reason for the leave must be provided. Such leaves, including those specified in Article X - PAID LEAVE DAYS, will run concurrently with any leave request or use of personal and leave days pursuant to this contract.

4. **Professional / Association Leave**

A leave of absence without pay, benefits or advancement on the Salary Schedule will be granted to any Lakeview teacher to hold state or national office in an educational organization. Leaves of Absence of not more than ten (10) years without pay or benefits shall be granted upon application for the purpose of holding

elected or appointed office in the NEA, MEA, MEA-NEA Local 1, or an affiliate of NEA, MEA, MEA-NEA Local 1. Seniority shall accrue on such leave.

5. Public Office Leave

A leave of absence without pay, benefits or advancement on the Salary Schedule will be granted to any Lakeview teacher to hold state or national public office.

6. Pregnancy and Child Birth

Pregnancy and child birth shall be treated as any other disability under the terms of this contract.

7. Child Care (Short Term Leave)

a. A teacher who adopts or assumes legal custody of a child shall be extended the same privileges (when applicable) as a teacher with a natural born child.

b. Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) a teacher shall be granted a short term leave, without pay or benefits, until the end of the current semester. If such leave should begin less than sixty (60) days prior to the end of the current semester, the teacher may elect to extend the child care leave one (1) additional semester.

c. If the leave expires at the end of the first semester, the teacher shall be returned to his/her former position. If the leave expires at the end of the school year, the teacher shall be placed according to the provisions of the Master Agreement, or may apply for a Child Rearing (Long Term Leave) as stipulated below.

8. Child Rearing (Long Term Leave)

Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) a teacher shall be granted a leave, without pay or benefits, of up to one (1) year. This leave may be renewed by the Board up to five (5) years upon the request of the teacher.

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

B. LEAVES OF ABSENCE THAT MAY BE GRANTED

1. Personal Leave

The Board of Education, upon written request from the individual, may approve extended leave of absence, without salary, benefits or advancement on the Salary Schedule, for a specific purpose such as continued education.

2. Career Leave

A career leave of absence without pay, fringe benefits or advancement on the Salary Schedule may be granted for one (1) year. This leave may be renewed for one (1) additional year upon request of the teacher if such request is made in writing by January 15 of the year in which the leave is to expire. Seniority shall accrue during the career alternative leave. Such leave may be granted to members of the bargaining unit who wish to explore full-time alternative job options. This leave may not be extended beyond two (2) years, nor may it be granted more than once to the same person.

3. Sabbatical

- a. Any professional employee of the Lakeview Public Schools who has served the school district in a contractual professional capacity for seven (7) consecutive years or more of satisfactory service as a full-time professional employee in the Lakeview Public Schools may file an application for sabbatical leave. (A one (1) year leave shall not interrupt the consecutive years, nor shall it be included within the total).
- b. The applicant must hold a Michigan Life or Permanent Teaching Certificate, and must hold a Master's Degree or Bachelor's Degree if the quota is not filled with Master Degree applicants.
- c. No professional employee will be granted more than two (2) sabbatical leaves, a minimum of seven (7) years having elapsed between the first and second leave.
- d. A sabbatical leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.
- e. The compensation for the professional employee on a sabbatical leave shall be one-half (1/2) of the salary he/she would receive if on a full-time contract salary basis in his/her assignment. All other benefits accrued by other professional employees under this contract, such as hospitalization, life

insurance, increments, etc., are to be afforded to the employee on sabbatical leave.

- f. Sabbatical leave is granted to professional personnel to permit them to improve their ability to render services to the Lakeview Public Schools and its educational program. Therefore, sabbatical leave may be granted for the following purposes:
 - i. For formal study in a program of recognized courses leading to an advanced degree, conducted by a recognized college or university in the United States or abroad.
 - ii. For individual research, study or writing under the direct supervision of the school district or an accredited college or university.
- g. The professional employee on sabbatical leave shall not accept outside employment while on such leave without prior approval of the Board. The employee, while on sabbatical leave, however, is encouraged to apply for and accept college fellowships in the particular field of study; details of such fellowships shall be reported to the Board.
- h. The employee on sabbatical leave will be required to file periodic reports with the Superintendent of Schools as follows:
 - i. An initial report setting forth the plan of study.
 - ii. A mid-semester progress report.
 - iii. End of semester final report.
- i. The application for sabbatical leave must be filed with the Superintendent of Schools between January 1 and February 15 for the fall semester consideration, and between July 1 and August 15 for the mid-semester consideration. All applications shall be considered on their merits as they relate to the potential benefits to the Lakeview Public School District.

Consideration will be given to:

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

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

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

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

4. Government Program

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

5. Political Leaves

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

6. Educational Growth

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

- a. Attend college full time.
- b. Participate in educational programs.

c. Participate in other worthwhile activities subject to approval by the Superintendent.

d. Seniority will accrue.

C. PROCEDURE FOR UNPAID LEAVES

1. A teacher who seeks to return to work after expiration of a leave of absence will be placed in the same assignment, if available, or other assignment for which he/she is certified and qualified provided he/she has seniority to avoid layoff under Article VI - ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF AND RECALL, C.1.b.
2. Upon return from leave of absence, accumulated sick days shall be reinstated. No additional sick days shall be accumulated during leave of absence, including sabbatical.
3. All leaves shall expire on the date expressly agreed upon by the Board.
4. A teacher who wishes to apply for renewal of a leave or return to work in the fall shall notify the Personnel Office by certified mail prior to January 15. In other cases, such notification shall be at least one hundred twenty (120) days prior to the date agreed to by the Board unless specified conditions have been expressly agreed to by the Board.
5. Teachers on long term disability for more than thirty (30) calendar days either semester will not be guaranteed a return to their previous assignment. Teachers on such leave must declare their intention to return (in writing to the Superintendent/Designee) by December 1 for the spring semester, and July 1 for the fall semester. Teachers who return after the above dates will be re-employed full-time after a forty-five (45) calendar day notice.
6. Should a teacher on long term disability declare his/her fitness to return to work and then is unable to successfully fulfill the assignment due to recurrence of the same malady, he/she will not be able to return to work again until after an examination by the Board's physician at Board expense to determine whether or not he/she is sufficiently recovered. Should there be a dispute with respect to the individual's recovery, the Board and Association shall mutually select and pay for a physician to examine the teacher in question. This physician's determination shall be final.
7. Unless otherwise stated in this Article, seniority will accrue on all leaves.

ARTICLE XII

PROFESSIONAL GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

- 1 A grievance is a teacher's, group of teachers', or the Association's claim that there has been a violation, misinterpretation or inequitable application of rights related to established policy, or any provision of this Agreement.
- 2 Extension of the time limits in any of the grievance procedure steps may be granted by mutual consent of the parties involved.
- 3 Grievances that are processed during the summer recess shall follow the time lines as listed below. During the summer recess the term "school day" shall be defined as calendar days exclusive of weekends and holidays.
- 4 If any Lakeview teacher from whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be made whole unless the disciplinary action is modified by the Arbitrator.

B. PROCEDURE

- Step 1 -- Prior to filing a written grievance with the Association, the aggrieved teacher may meet with the building administrator, time limit not to exceed ten (10) school days from the time of the incident over which the teacher is aggrieved. At his/her option, the teacher may invite an Association Representative to be present while the grievance is discussed. Every effort will be made to resolve the grievance informally.
- Step 2--In the event the aggrieved is not satisfied with the disposition of his/her grievance at Step 1, he/she may file the grievance in writing with the Association Grievance Committee and the building Principal or appropriate administrator within ten (10) school days from the time of the meeting with the school principal or within ten (10) days from the time of the incident.
- Step 3 -- Within ten (10) school days from receipt of the grievance by the building principal or appropriate administrator, he/she shall render a decision.
- Step 4 -- In the event the aggrieved is not satisfied with the disposition of his/her grievance at the preceding level, the written grievance may be submitted by the Association to the appropriate Central Office Administrator. Such action must be taken within ten (10) school days from receipt of the grievance by the Administrator, he/she shall render a decision.

Step 5 -- In the event the aggrieved is not satisfied with the disposition of his/her grievance at the preceding level, the written grievance may be submitted by the Association to the Superintendent. Such action must be taken with ten (10) school days of the receipt of the decision at the preceding level. Within ten (10) school days from receipt of the grievance by the Superintendent, he/she shall render a decision.

Step 6 -- Binding Arbitration -- If the Superintendent and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific Article and section of this Agreement, it may, within fifteen (15) school days after the decision of the Superintendent, be appealed to arbitration only by the Association or the Board. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education or the Association, within said fifteen (15) day period, and if not so delivered, the grievance shall be abandoned. The arbitrator shall be appointed under the rules of the American Arbitration Association.

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

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

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

ARTICLE XIII PROFESSIONAL COMMITTEES

A. SCHOOL IMPROVEMENT COMMITTEES

1. General Provisions

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

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

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

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

2. District School Improvement Committee

- a. The committee shall be established for the purpose of developing, implementing, coordinating and evaluating district plans of school improvement.
- b. Membership in the committee shall consist of:
 - (i). Four administrators selected by the Superintendent, one of whom shall be designated the co-chairperson.

- (ii). A teacher representative from each building selected by the teachers in that building.
- (iii). A teacher co-chairperson appointed by the Association.
- c. Any teacher or group of teachers may refer an area of concern to the committee for study.
- d. The committee may create Ad Hoc Committee(s) of appropriate teachers and administrators.
- e. The committee will report to the Board of Education at the Board's monthly curriculum committee meeting.
- f. The committee has the authority to recommend released time for school improvement activities.
- g. Each teacher member of the committee shall receive \$1,200.00. Fifty percent (50%) of this amount shall be paid to the member directly as a stipend. This amount will be paid at the end of the first semester. The remaining fifty percent (50%) will be divided by the number of scheduled meetings for the year and that amount will be credited to the member each time such a meeting is attended. If a meeting is canceled the member will be credited. Such amounts will be paid at the end of the school year.

3. Building School Improvement Committee

- a. The committee shall be established to facilitate the development, implementation, and evaluation of building level school improvement plan(s).
- b. The committee shall consist of building staff members, the majority of whom shall be teachers and others required by law.
 - i. Building teachers will select the teachers that serve on the committee at the beginning of each school year. Replacements will be selected as necessary.
 - ii. One of the teacher members of the committee will be selected by building teachers to serve as the chairperson of the Building School Improvement Committee. This teacher shall also be the building representative to the District School Improvement Committee.
 - iii. At least one member of each BSIC must be a building representative to the Association's Board of Governors

- c. The committee shall disburse staff development funds which shall be allocated by the district to the buildings on a pro-rated (by number of staff) basis.
 - d. Any teacher or group of teachers may refer an area of concern to the committee for study.
 - e. Minutes will be kept by each BSIC and submitted to the DSIC at the next regular meeting of the DSIC.
4. Ad Hoc and Standing Committee(s)
- a. These committees may be created by the District School Improvement Committee for a specific purpose.
 - b. Such committees shall be created for a specific time and shall report on a regular basis to the District School Improvement Committee.
 - c. Selection process for the teacher chairperson of each committee shall be:
 - (i). Each position will be posted for five (5) school days in the buildings.
 - (ii). All applications will be submitted in writing to the Superintendent.
 - (iii). The Superintendent/Designee and Local I, Lakeview President/Designee will review the applications and select a chairperson.
 - d. Stipends will be paid to chairpersons at the rate of \$24.95 per hour. Chairpersons will not be paid for more than fifty (50) hours per committee per year without the approval of the Superintendent.
 - e. Minutes will be kept by each committee and submitted to the DSIC at the next regular meeting of the DSIC.
5. Advisory Committees
- a. Advisory committees may be appointed by the administration for a specific purpose.
 - b. Such committees shall keep minutes which shall be submitted to the DSIC at the next regular meeting of the DSIC.

B. PROFESSIONAL STUDY COMMITTEE

- 1. There will be a Professional Study Committee established which shall be composed of four (4) members: two (2) shall be selected by the Board of Education and two (2) shall be selected by the Association.

2. Sub-Committees may be established as needed and may include existing committees.
3. Prior to Board action, this committee will consider questions related to the following areas of concern where no other Association/Board Committee or District Committee exists to examine the issues;
 - a. Review of policies affecting teachers.
 - b. Review of policies affecting students.
 - c. Review of matters pertaining to professional ethics.

C. STRATEGIC PLANNING TEAM

The Strategic Planning Team will consist of representatives from all district constituent groups and will consider any district-level issue.

SCHEDULE A - SALARY GUIDE

1996-97					
Step	Bachelor's Degree	Master's Degree	Master's +15	Master's +30	Ph.D. Ed.D.
1	30,965	35,298	35,677	36,313	37,202
2	33,802	38,684	39,072	39,719	40,626
3	36,016	41,364	41,752	42,399	43,306
4	38,234	44,045	44,432	45,080	45,987
5	40,451	46,726	47,114	47,760	48,666
6	42,667	49,406	49,793	50,440	51,347
7	44,883	52,085	52,474	53,120	54,026
8	47,099	54,765	55,152	55,799	56,706
9	49,316	57,444	57,833	58,479	59,385
10	51,533	60,125	60,513	61,159	62,067

SCHEDULE B
EXTRA-CURRICULAR ACTIVITIES - SALARY PROVISIONS

A. EXTRA-CURRICULAR ACTIVITIES - SALARY PROVISIONS

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

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

B. DRIVER EDUCATION

Qualified teachers when recommended by the High School Principal and the Superintendent and approved by the Board, may teach Driver Education outside the regular school day and for actual instruction time at the hourly rate of \$24.95. The base salary used will be the beginning B.A. Step in effect when the hours are worked. The range instructor will receive a 25% improvement above the regular hourly rate.

C. COMPENSATION SCHEDULE

<u>Academics</u>	2.00 1996-97
Camp, Sixth Grade	485
Class Sponsor	692
	485
Co-op Coordinators	57
	1,385
Debate	1,385
Dramatics (2 plays)	3,186
Driver Education Coordinator	3,186
	485
Forensics	485

Instrumental Music	Senior High and	3,879
	band camp(5 days and prep)	4,927
	Band Camp Asst. (5 days	1,267
	and prep)	
	Assistant, Senior High	2,631
Band Clinic (15 days and prep)		2,028
	Middle School	970
Newspaper	If services are part of	
	regular class	-0-
	Senior High	1,385
	Middle School	485
Orchestra	Senior High	1,385
	K-8	1,385
	Orchestra Clinic (16 days and prep)	2,102
Quiz Bowl		692
Safety Patrol/Service Squad		692
Science Olympiad		485
Special Olympics - Elementary		692
Student Government	If services are part of	
	regular class	-0-
	Senior High	1,663
	Middle School	830
	Elementary School	605
Vocal Music	Senior High	1,385
	Middle School	692
Yearbook Editor	If services are part of	
	regular class	-0-
	Senior High - No assistant	1,939
	Senior High - With assistant	1,385
	Senior High Assistant	485
	Middle School	1,385

Athletics

Athletic Director - Middle School	(One (1) hour release time/or)	1,385
Baseball & Softball	Varsity	3,054
	Assistant (2)	2,328
	7th-8th Grades	1,287
Basketball	Boys Varsity	4,073
	Assistants	2,909
	Girls Varsity	4,073
	Girls Assistant	2,909
	Girls Ninth grade	2,909
	7th-8th Grade Boys (2)	2,036
	7th-8th Grade Girls (2)	2,036
Cheerleading	Division I Head Varsity	1,528
	Division II JV & 9th	1,381
	Hockey Cheerleader	506
Cross Country		2,328
Diving	Senior High	1,455
Football	Varsity	4,073
	Assistants (6) (each)	3,054
	7th-8th Grade (2)	1,717
Golf Co-Ed	Senior High	2,182
Hockey	Senior High	3,200
	Assistant (1)	2,438
Huskettes	Senior High	1,017
Pool Coordinator*	Senior High	1,939
Soccer	Senior High	2,328
Swimming	Senior High (2)	2,909
Tennis	Senior High (2)	2,328

Track Co-ed	Varsity	3,782
	Assistant (2)	2,328
	7th-8th Grades (2)	2,036
Volleyball	Senior High	2,617
	Assistant	1,554
	Ninth Grade	1,554
	7th-8th Grade (2)	1,310
Wrestling	Senior High	2,909
	Assistant (1)	2,036

*When the current bargaining unit member assigned to the position vacates the position, the position shall be deleted from Schedule B.

D. PREFERENCE

Preference will be given to applicants in the bargaining unit.

E. EXTENDED SCHOOL YEAR

Contract riders may be issued upon the recommendation of the Superintendent and approval by the Board at two and one-half percent (2 1/2%) per week of his/her step on the Salary Schedule or at the Adult Education Summer School Rate.

F. REGULAR TEACHERS SUBSTITUTING

Teachers substituting during their preparation period shall be paid at the rate of \$24.95 per hour.

SCHEDULE C - CALENDAR

A. STAFF DEVELOPMENT:

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

In order to achieve the days and hours required, the high school half-days will dismiss at 11:05 or at the end of the first two morning blocks of time

District-wide half day in-service will be two and one-half (2 1/2) hours in length and will start no sooner than forty-five minutes after the time of the latest school's dismissal. Building half day-in-service will be two and one-half (2 1/2) hours in length and will be scheduled to provide a teacher lunch time and a normal teacher dismissal time.

B. CURRICULUM WORK:

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

C. PARENT-TEACHER CONFERENCES:

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

1. Elementary School

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

A half-day compensation day will be scheduled preceding the Thanksgiving and the Spring Break.

2. Middle School and High School

- a. There will be held two (2) sets of Parent-Teacher Conference days; a Fall set and a Spring set.
- b. The Fall set will consist of one morning, one afternoon, and one evening. The morning and afternoon conferences will not be on the same day.
- c. The Spring set will consist of one afternoon and evening of the same day.
- d. A half-day compensation day will be scheduled preceding the Thanksgiving and the Spring Break.

D. FINAL EXAMINATIONS

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

LAKEVIEW PUBLIC SCHOOLS CALENDAR

1996-97

FIRST SEMESTER:

Tuesday	September 3	Teachers report for Full Day and Students report for 1/2 Day in a.m.
Wednesday	November 27	Thanksgiving Recess School Closes End of A.M.
Monday	December 2	School Reopens
Friday	December 20	Winter Recess School Closes End of Day
Monday	January 6	School Reopens
Thursday	January 23	1/2 Day Exams High School
Friday	January 24	1/2 Day Exams High School
Friday	January 24	1/2 Day Records Elementary and JMS

SECOND SEMESTER

Friday	February 21	Mid-Winter Recess School Closes End of Day
Wednesday	February 26	School Reopens
Thursday	March 27	Spring Recess School Closes End of A.M.
Monday	April 7	School Reopens
Monday	May 26	Memorial Day Recess
Thursday	June 12	1/2 Day Exams High School
Friday	June 13	1/2 Day Exams High School
Friday	June 13	1/2 Day Records Elementary and JMS
Friday	June 13	Last Teacher Work Day

SCHEDULE D - EVALUATION FORMS

The following forms shall be used as part of the evaluation process.



Lakeview Public Schools Formative Evaluation Program

Name: _____

School year _____

Building: _____

Assignment: _____

Evaluator: _____

Year 1 * 2 * 3

1. GOAL(S)

Date submitted to evaluator _____
(No later than first Friday in October)

(Attach written statement of Goal(s))

Teacher initials _____

Evaluator initials _____

2. INITIAL CONFERENCE

Date held _____
(No later than the second Friday in October)

(For the goal(s) agreed upon, attach a specific statement which details the following:
expected outcomes, steps/actions to be taken, criteria for measurement of achievement,
and assistance to be provided by the evaluator.)

Teacher initials _____

Evaluator initials _____

3. INTERIM CONFERENCE

Date held _____
(No later than the second Friday in February)

(Or attach summation of conference/progress)

Teacher initials _____

Evaluator initials _____

* For year 2 and 3 evaluation updates use items 4 through 7 only.

Formative evaluation form (continued)

4. **YEARLY REPORT ON GOAL ATTAINMENT:** (No later than the second Friday in April) (In writing, submitted by teacher. Attach to this form)

Date submitted _____

Teacher Initials _____ Evaluator initials _____

5. **YEAR END CONFERENCE:** (No later than the second Friday in May)

Date held _____

Teacher Initials _____ Evaluator initials _____

6. **YEAR END EVALUATION ON GOAL ACHIEVEMENT:** (No later than June 1) (In writing, by the evaluator, below or attached to this form)

Evaluator Signature _____ Date _____

Teacher Signature _____ Date _____
(Teacher signature indicates receipt of report only)

7. _____ is determined to be
(Name of Teacher)

- Satisfactory and will continue on the Formative Evaluation model next school year.
 Needing Improvement and will be placed on the Summative evaluation model for the next school year.

Evaluator signature _____ Date _____

Teacher signature _____ Date _____
(Teacher signature indicates receipt of report only)

Lakeview Public Schools — Teacher Evaluation Form SUMMATIVE MODEL

Name: _____

School Year: _____

Building: _____

Assignment: _____

Evaluator: _____

Observation Dates: 1) (Before November 15) _____

2) (Before January 15) _____

3) (Before March 15) _____

Evaluation Date: (Before March 25) _____

This instrument is the evaluation form for all teachers who are on the Summative Model for evaluation as specified by the Master Agreement. All items are to be completed by the evaluator. All parties are advised to review the requirements of the Master Agreement regarding the use of this form and the specific procedures to be followed.

The evaluator indicates his/her perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement, where needed.

The evaluator's signature indicates the person responsible for conducting the evaluation. The teacher's signature indicates that he/she has read the evaluation and received a copy of it. The teacher may attach a letter of dissent, if desired.

I. SUBJECT MATTER CONTENT

- | | S | U | NA/NO |
|---|--------------------------|--------------------------|--------------------------|
| A. KNOWLEDGE OF TEACHING AREA | | | |
| 1. Exhibits a sound background and understanding of the subject matter required of the position. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Keeps abreast of current theory and practice in his/her field. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Can respond satisfactorily to questions posed by students either as to information required or as to a source for obtaining available information. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

OBSERVATIONS LEADING TO JUDGEMENT: _____

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES: _____

- | | S | U | NA/NO |
|--|--------------------------|--------------------------|--------------------------|
| B. METHODOLOGY | | | |
| 1. Stimulates interest in subject area. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Utilizes a variety of teaching and learning techniques designed to serve the differing abilities of the students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- 3. Subject content is consistently relevant.
- 4. Student inputs are encouraged and treated with respect.
- 5. Varied resources are used appropriately.

S	U	NA/NO
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGMENT: _____

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

C. EVALUATION

- 1. The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves.
- 2. The capability of the student is taken into consideration, as well as the amount of effort the student has expended.
- 3. Accurate records are kept.
- 4. Assignments are reviewed and turned back promptly.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGMENT: _____

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

II. MANAGEMENT

A. ORGANIZATION AND DIRECTION

- 1. The teacher organizes classroom routines in an efficient manner.
- 2. Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously.

S	U	NA/NO
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Most of the teacher's time is devoted to teaching and learning activities.

S U NA/NO

OBSERVATIONS LEADING TO JUDGEMENT: _____

IMPROVEMENTS NEEDED TO CORRECT DEFICIENCIES:

B. CARE OF ROOM AND EQUIPMENT

1. The teacher exerts reasonable care to see that furnishings are kept in good condition.

2. Maintenance needs are promptly reported.

3. Audio-visual and other learning tools are used and stored properly.

4. Students are guided in sharing the responsibility to care of furnishings and equipment.

OBSERVATIONS LEADING TO JUDGMENT: _____

IMPROVEMENTS NEEDED TO CORRECT DEFICIENCIES

C. DISCIPLINE

1. The teacher promotes a friendly environment which is conducive to learning.

2. Building and classroom rules are made known to the students.

3. Breaches of discipline are handled according to the district and building policy.

4. Students are dealt with in a fair and consistent manner.

C. DISCIPLINE (continued)

OBSERVATIONS LEADING TO JUDGMENT: _____

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

III. RELATIONSHIPS

A. SELF-RELATIONSHIPS

1. Exhibits a positive attitude.

S	U	NA/NO
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Exercises initiative.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

3. Encourages others by his/her attitude toward the position.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

4. Seeks out new ideas.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

5. Is open-minded

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

6. Is willing to give and receive assistance.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

7. Implements suggestions in a professional manner.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES

B. INTERPERSONAL RELATIONSHIPS

1. Relationships with students, colleagues and parents are honest and forthright.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

2. Dignity and rights of people are respected.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

3. Shows consistent interest in students' academic and social growth.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

4. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES

C. INSTITUTIONAL RELATIONSHIPS		S	U	NA/NO
1.	Shares freely and constructively any criticism or ideas for improvement of education in the district.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Seeks resolution of the professional concerns and personnel problems through appeal channels developed by Administration and the Association.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Observes district and building rules, administrative regulations, agreements and policies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Reports and bookkeeping are accurately kept and promptly turned in when requested.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES

D. EMPLOYEE RESPONSIBILITIES				
1.	Adheres to required time schedule:			
	a) School	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) Classroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Demonstrates good pattern of attendance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

S	U	NA/NO
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Attends staff meetings.

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES

SUMMARY

EVALUATOR'S NARRATIVE REMARKS:

IV. OVERALL EVALUATOR'S CONCLUSION ABOUT EMPLOYEE (CHECK ONE)

_____ is determined to be

(Name of teacher)

- Satisfactory and will continue on the Summative Model next school year.
(For probationary teachers who will continue on probation only.)
- Satisfactory and will be placed on the Formative evaluation model for the next school year.
- Needing improvement and will continue on the Summative evaluation model for next school year.

Evaluator Signature _____

Date _____

Teacher Signature _____

Date _____

(Teacher signature indicates receipt of report only)

PROBATIONARY TEACHER INDIVIDUALIZED DEVELOPMENT PLAN

Teacher _____

Supervisor _____

Building _____

Position _____

School Year _____

Probationary Year _____

This instrument recognizes the need for each probationary teacher to have an **IDP** which sets forth the specific expectations of the District regarding his/her job performance. It is recognized that the expectations recited below will form the basis upon which the teacher will ultimately be evaluated in accordance with the Formative Model as described in the Master Agreement.

Individual expectations may be added to those listed below to either:

1. Address specific needs which have been identified as a result of prior evaluations, or . . .
2. Address specific curriculum expectations which arise as a result of the teacher's individual assignment.

Such individual expectations may only be added in consultation with the teacher and shall be specifically set forth in writing in the space provided in this form.

Subject Matter Content

- Have sound background and understanding of the subject matter for the position.
- Keep abreast of current theory and practice in field.
- Responds satisfactorily to questions posed by students by providing either the information or a source of information.
- Stimulate interest in subject area.
- Use a variety of teaching and learning techniques designed to serve the differing abilities of students.
- Keep subject content consistently relevant.
- Encourages and respects student's input.
- Share with students the purpose for each assignment and involve students in setting objectives for themselves.
- Take into consideration the capability and effort of each student.
- Keep accurate records.
- Review assignments and return promptly.

Management

- Organize classroom routines in an efficient manner.
- Plan lessons and organize classroom to maintain order with variety of activities carried on simultaneously.
- Devote most of time to teaching and learning activities.
- Keep classroom and equipment in good condition.
- Report maintenance needs promptly.
- Use and store equipment properly.
- Guide students to share responsibility for care of furnishings and equipment.
- Promote a friendly atmosphere conducive to learning.
- Make building and classroom rules known to students.
- Handle student discipline according to building and district policy.
- Deal with students in a fair and consistent manner.

Relationships

- Exhibit a positive attitude.
- Exercise initiative.
- Encourage others.
- Seek out new ideas.
- Be open minded.
- Receive and give assistance.
- Implement suggestions in a professional manner.
- Maintain relationships with all which are honest and forthright.
- Respect the dignity and rights of all people.
- Show consistent interest in students' academic and social growth.
- Identify and refer students with problems to appropriate personnel.
- Provide constructive criticism or ideas for improvement of education.
- Seek resolution of problems through appropriate channels.
- Observe district policies, rules, regulations, and agreement.
- Keep and promptly turn in reports.
- Be on time to school and your class.
- Demonstrate good attendance.
- Attend staff meetings.

Individual Expectations (Optional)

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

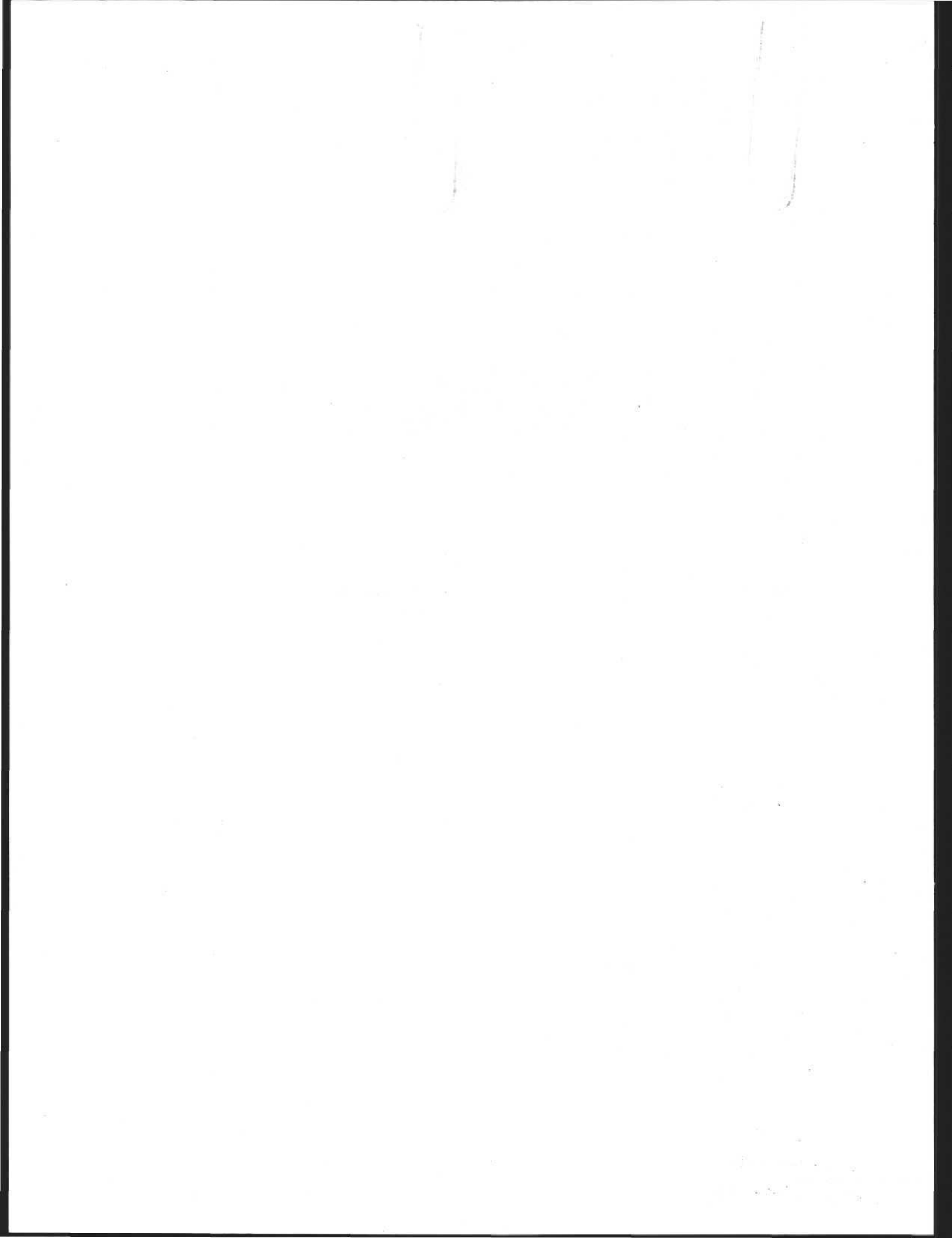
Recognizing the growing trend towards violence in the schools, the Board and Association will create a joint committee to study the implication of this problem for their school district. This joint committee will make recommendations before May, 1997, as to the improvement of general security in the buildings as well as suggested basic guidelines for teachers who might be confronted with violent behavior during the course of their school day.

For the Board

For the Association

Date

Date





Lakeview Public Schools

20300 STATLER, ST. CLAIR SHORES, MICHIGAN 48081
445-4000

MEMORANDUM

TO: Lakeview Teaching Staff

FROM: Sandra Feeley, Deputy Superintendent *SF*
Lyde DeHooghe, LEA Union President *LBD*

DATE: February 20, 1997

RE: Approval of ratification

At its February 18, 1997, meeting, the Board of Education approved the ratification of a one year extension to the 1996/97 Master Agreement between the Lakeview Teachers represented by MEA/NEA Local 1 and the Lakeview Board of Education. With this extension, the contract will continue through August 31, 1998.

Attached are the addendums to the extended contract. Please be sure to add these pages to your current contract.

Also attached is the elementary day's schedule for the early and late buildings.



**Lakeview Public Schools
Elementary Day's Schedule
1997/98**

Activity	Ardmore & Greenwood Early - Time	Harmon & Princeton Late - Time	Minutes
Teachers Report	7:55 a.m.	8:25 a.m.	-
Prep Time	7:55 - 8:20 a.m.	8:25 - 8:50 a.m.	25
Supervision/Passing	8:20 - 8:22 a.m.	8:50 - 8:52 a.m.	2
AM Class Period	8:22 - 11:20 a.m.	8:52 - 11:50 a.m.	178
Lunch	11:20 a.m. - 12:10 p.m.	11:50 a.m. - 12:40 p.m.	50
PM Class Period	12:10 - 3:08 p.m.	12:40 - 3:38 p.m.	178
Supervision/Passing	3:08 - 3:10 p.m.	3:38 - 3:40 p.m.	2



**LETTER OF CONTRACT EXTENSION
BETWEEN
THE LAKEVIEW BOARD OF EDUCATION
AND
MEA/NEA LOCAL 1, LAKEVIEW**

This extension of the 1996/97 Master Agreement is entered into this twenty-second day of January, 1997, and shall become effective September 1, 1997, and continue through August 31, 1998, by and between the Board of Education of the Lakeview Public Schools, St. Clair Shores, Michigan, and the Lakeview teachers represented by MEA/NEA Local 1.

The parties agree that the items below represent all of the agreed upon changes to the 1996/97 Master Agreement and any and all language in the Master Agreement other than contained in this extension remain in full force and effect.

The parties agree that the 1996/97 salary schedule shall be increased by two and one quarter percent (2.25%) and shall become the 1997/98 salary schedule. Reference item A for the salary schedule.

The parties further agree that the 1996/97 Schedule B shall be increased by two and one quarter percent (2.25%) and shall become the 1997/98 Schedule B. Reference item B for the Schedule B.

The parties further agree that the calendar shall consist of 182 student count days and 184 teacher count days as scheduled in reference item C.

For MEA/NEA Local 1

**Ian Smith, President
Lakeview Board of Education**

**Mr. Lyde DeHooghe, President
MEA/NEA Local 1/Lakeview**

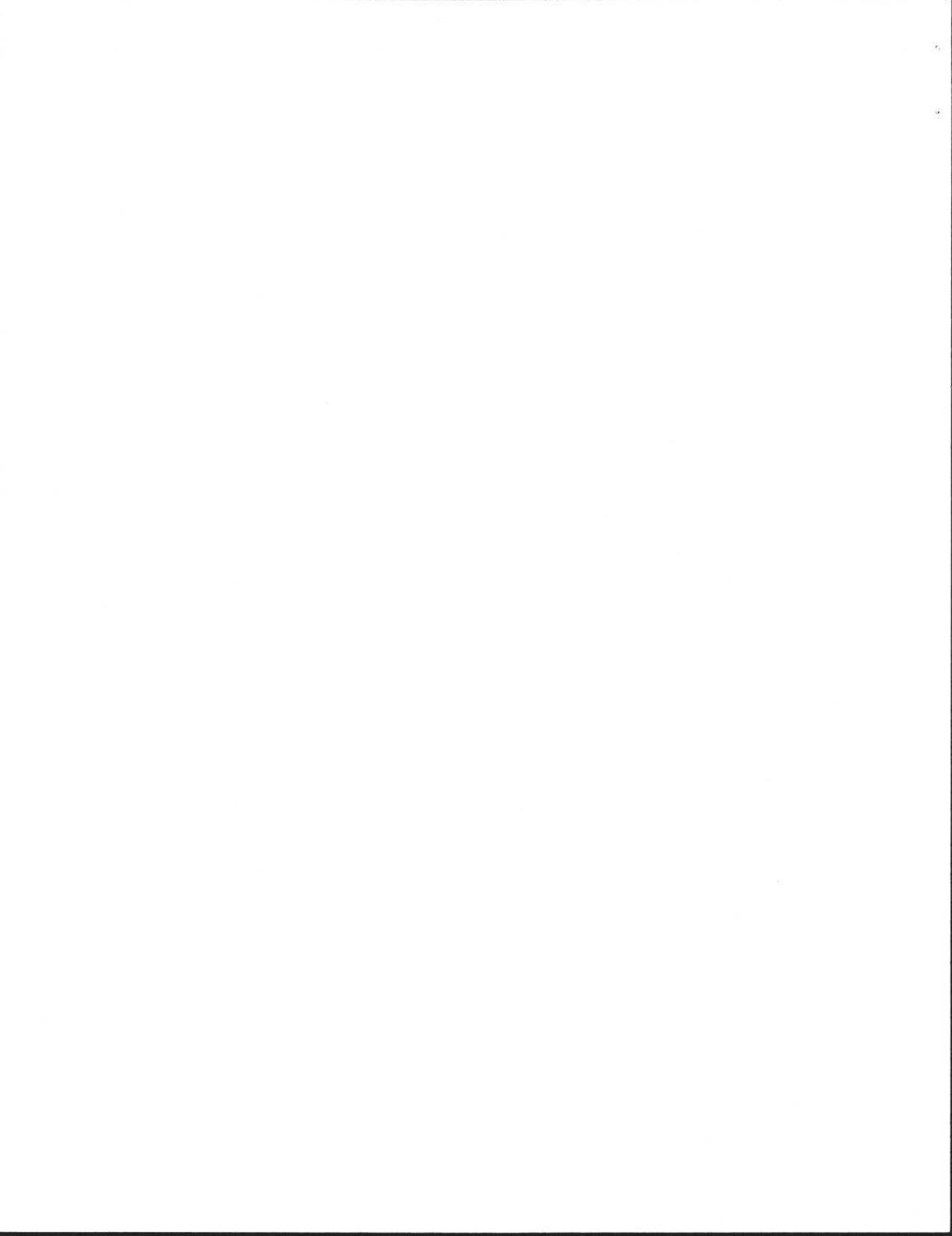
**Kenneth N. Eggly, Secretary
Lakeview Board of Education**

**Dr. David L. Myers
Superintendent of Schools**



SCHEDULE A - SALARY GUIDE

1997-98					
Step	Bachelor's Degree	Master's Degree	Master's +15	Master's +30	Ph.D. Ed.D.
1	31,662	36,092	36,480	37,130	38,039
2	34,562	39,554	39,951	40,612	41,540
3	36,827	42,295	42,691	43,353	44,281
4	39,094	45,036	45,432	46,094	47,021
5	41,361	47,778	48,174	48,835	49,761
6	43,627	50,517	50,914	51,575	52,502
7	45,893	53,257	53,655	54,315	55,242
8	48,158	55,997	56,393	57,055	57,982
9	50,426	58,737	59,134	59,794	60,722
10	52,693	61,478	61,874	62,535	63,464



**SCHEDULE B
EXTRA-CURRICULAR ACTIVITIES - SALARY PROVISIONS**

A. EXTRA-CURRICULAR ACTIVITIES - SALARY PROVISIONS

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

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

B. DRIVER EDUCATION

Qualified teachers when recommended by the High School Principal and the Superintendent and approved by the Board, may teach Driver Education outside the regular school day and for actual instruction time at the hourly rate of \$24.95. The base salary used will be the beginning B.A. Step in effect when the hours are worked. The range instructor will receive a 25% improvement above the regular hourly rate.

Driver's Ed. Rate	<u>1997/98</u>
	\$25.51

C. COMPENSATION SCHEDULE

<u>Academics</u>		2.00	2.25%
		<u>1996-97</u>	<u>1997-98</u>
Camp, Sixth Grade		485	496
Class Sponsor	Senior High (11-12) (2 per class)	692	708
	Senior High (9-10)	485	496
Co-op Coordinators	(For each student enrolled in the Co-op class at the end of the six week marking period)		58
		57	
Debate	Senior High	1,385	1,416
Dramatics (2 plays)	Senior High	1,385	1,416
Driver Education Coordinator	(Plus 1 week extended contract per Schedule B - E.)	3,186	3,258



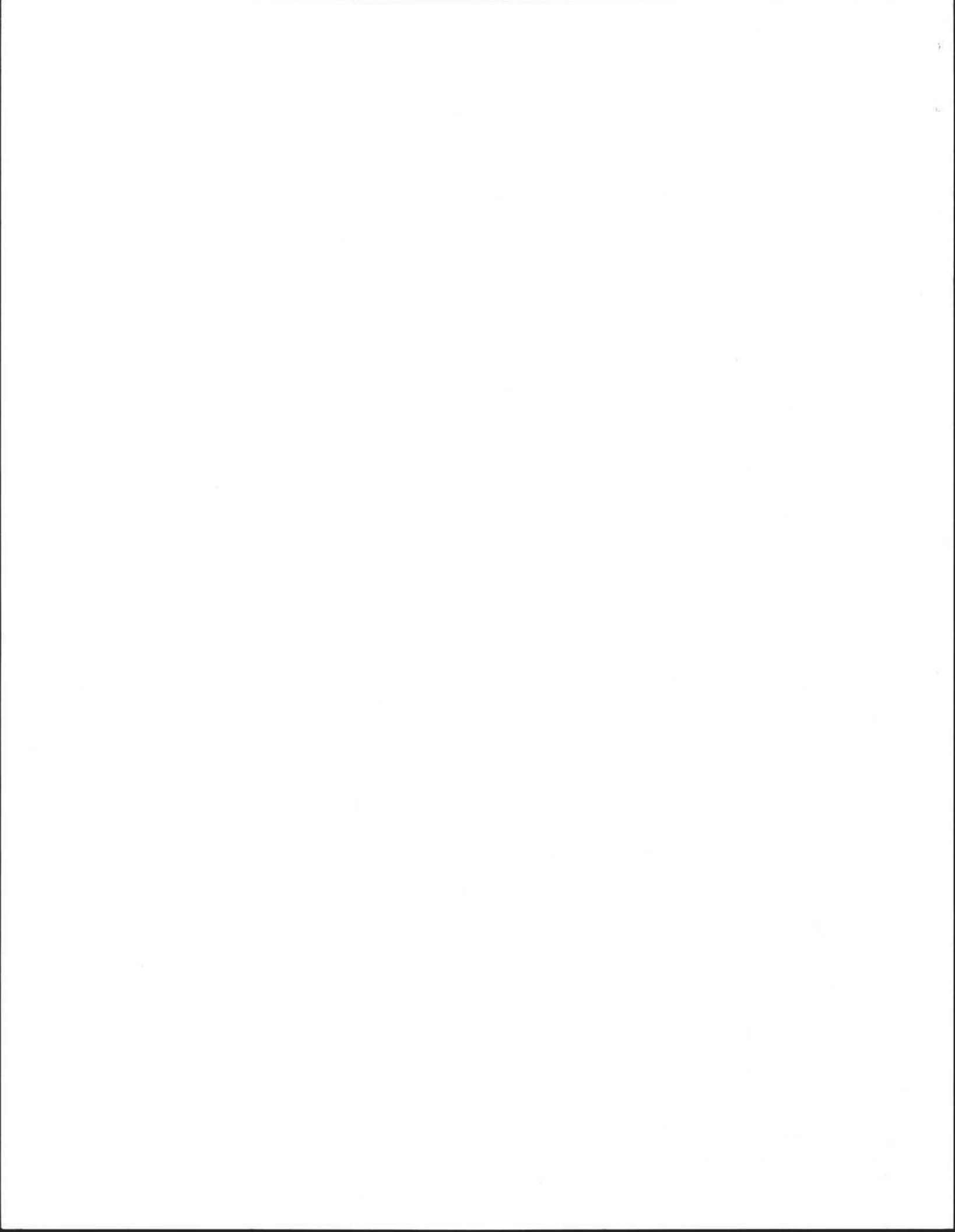
<u>Academics</u>		2.00	2.25%
		<u>1996-97</u>	<u>1997-98</u>
Forensics	Senior High	485	496
Instrumental Music	Senior High and	3,879	3,966
	band camp(5 days and prep)	4,927	5,038
	Band Camp Asst. (5 days	1,267	1,296
	and prep)		
	Assistant, Senior High	2,631	2,690
	Band Clinic (15 days and prep)	2,028	2,074
	Middle School	970	992
Newspaper	If services are part of		
	regular class	-0-	-0-
	Senior High	1,385	1,416
	Middle School	485	496
Orchestra	Senior High	1,385	1,416
	K-8	1,385	1,416
	Orchestra Clinic (16 days and prep)	2,102	2,149
Quiz Bowl		692	708
Safety Patrol/Service Squad		692	708
Science Olympiad		485	496
Special Olympics - Elementary		692	708
Student Government	If services are part of		
	regular class	-0-	-0-
	Senior High	1,663	1,700
	Middle School	830	849
	Elementary School	605	619
Vocal Music	Senior High	1,385	1,416
	Middle School	692	708
Yearbook Editor	If services are part of		
	regular class	-0-	-0-
	Senior High - No assistant	1,939	1,983
	Senior High - With assistant	1,385	1,416
	Senior High Assistant	485	496
	Middle School	1,385	1,416



<u>Athletics</u>		<u>2.00</u> <u>1996-97</u>	<u>2.25%</u> <u>1997-98</u>
Athletic Director - Middle School	(One (1) hour release time/or)	1,385	1,416
Baseball & Softball	Varsity	3,054	3,123
	Assistant (2)	2,328	2,380
	7th-8th Grades	1,287	1,316
Basketball	Boys Varsity	4,073	4,165
	Assistants	2,909	2,974
	Girls Varsity	4,073	4,165
	Girls Assistant	2,909	2,974
	Girls Ninth grade	2,909	2,974
	7th-8th Grade Boys (2)	2,036	2,082
	7th-8th Grade Girls (2)	2,036	2,082
Cheerleading	Division I Head Varsity	1,528	1,562
	Division II JV & 9th	1,381	1,412
	Hockey Cheerleader	506	517
Cross Country		2,328	2,380
Diving	Senior High	1,455	1,488
Football	Varsity	4,073	4,165
	Assistants (6) (each)	3,054	3,123
	7th-8th Grade (2)	1,717	1,756
Golf Co-Ed	Senior High	2,182	2,231
Hockey	Senior High	3,200	3,272
	Assistant (1)	2,438	2,493
Huskettes	Senior High	1,017	1,040
Pool Coordinator*	Senior High - *When the current bargaining unit member assigned to this position vacates the position, the position shall be deleted from Schedule B.	1,939	1,983
Soccer	Senior High	2,328	2,380



<u>Athletics</u>		<u>2.00</u> <u>1996-97</u>	<u>2.25%</u> <u>1997-98</u>
Swimming	Senior High (2)	2,909	2,974
Tennis	Senior High (2)	2,328	2,380
Track Co-ed	Varsity	3,782	3,867
	Assistant (2)	2,328	2,380
	7th-8th Grades (2)	2,036	2,082
Volleyball	Senior High	2,617	2,676
	Assistant	1,554	1,589
	Ninth Grade	1,554	1,589
	7th-8th Grade (2)	1,310	1,339
Wrestling	Senior High	2,909	2,974
	Assistant (1)	2,036	2,082



LAKEVIEW PUBLIC SCHOOLS CALENDAR

1997-98

FIRST SEMESTER:

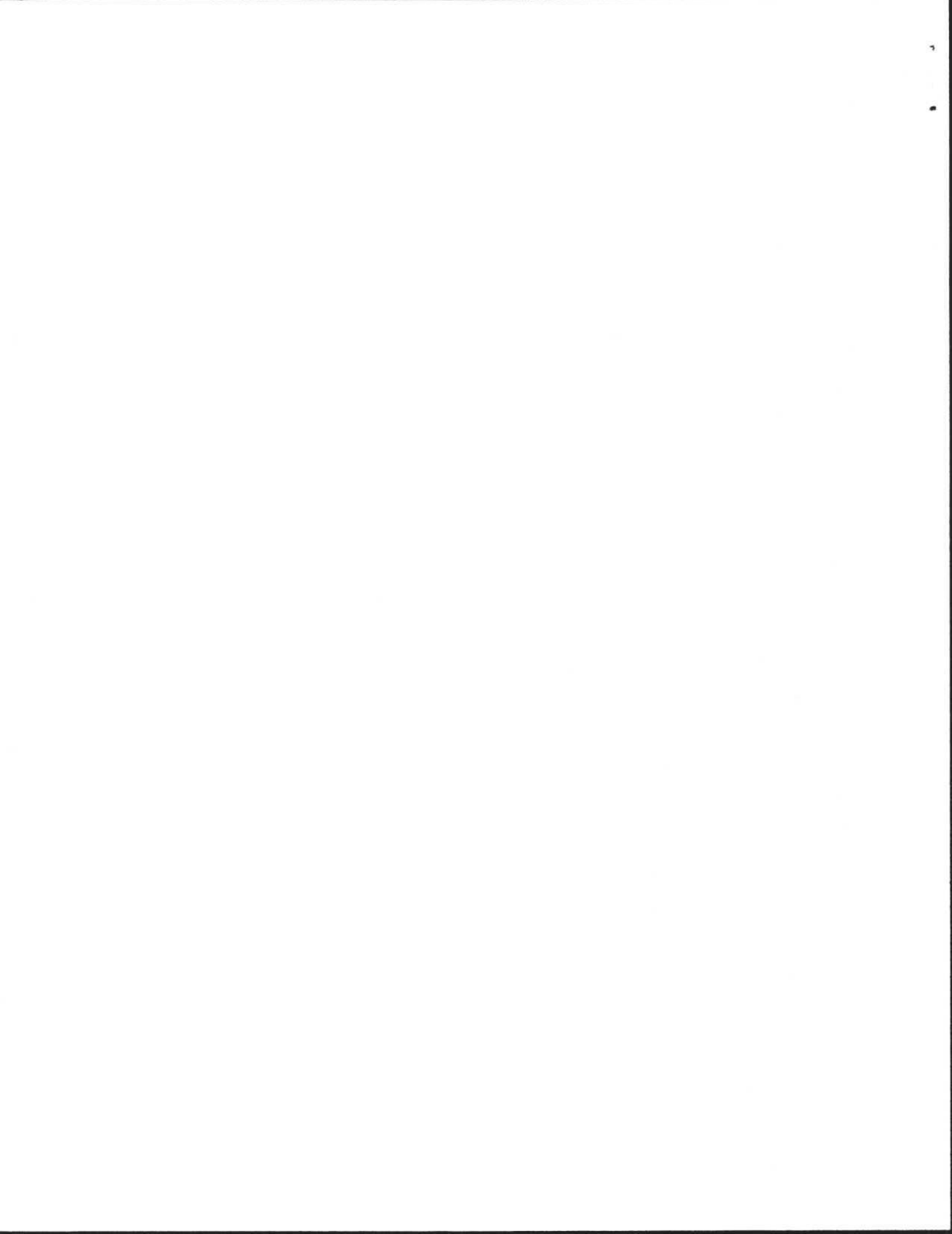
Monday	August 25	Teachers report for Full Day
Tuesday	August 26	Students report for Full Day
Thursday	August 28	Labor Day Recess - School closes End of Day
Tuesday	September 2	School reopens
Wednesday	November 26	Thanksgiving Recess School Closes End of A.M.
Monday	December 1	School Reopens
Friday	December 19	Winter Recess School Closes End of Day
Monday	January 5	School Reopens
Thursday	January 22	1/2 Day Exams High School
Friday	January 23	1/2 Day Exams High School 1/2 Day Records Elementary and JMS

SECOND SEMESTER:

Friday	February 13	Mid-Winter Recess School Closes End of Day
Monday	February 23	School Reopens
Thursday	April 9	Spring Recess School Closes End of A.M.
Monday	April 20	School Reopens
Monday	May 25	Memorial Day Recess



Wednesday	June 10	1/2 Day Exams High School
Thursday	June 11	1/2 Day Exams High School Last Student Day
Friday	June 12	Teacher Records Day Last Teacher Day



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

The following document becomes Section G, **SHARED-TIME POSITIONS, ARTICLE IV, CONDITIONS OF EMPLOYMENT** as an addition to the Master Agreement between Lakeview Board of Education and MEA-NEA Local 1, Lakeview, 1997-98.

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

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

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

Dr. David L. Myers, Superintendent of Schools

Date

Lu Battaglieri, President, MEA-NEA Local 1

Date

Lyde DeHooghe, President, MEA-NEA Local 1, Lakeview

Date



