

8/31/2001

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

**1998 - 2001**

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**MASTER AGREEMENT**

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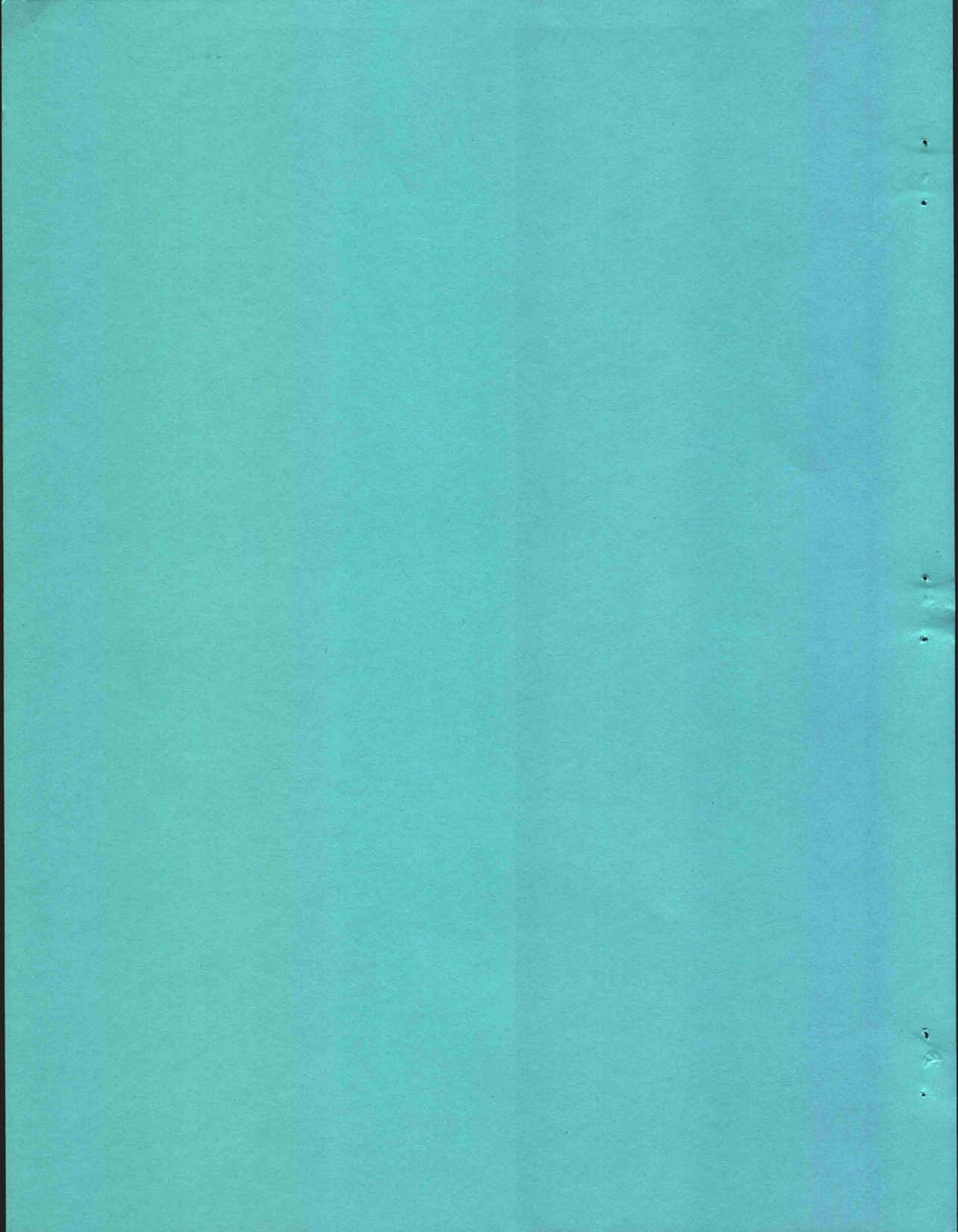
**BETWEEN THE  
 LAKEVIEW TEACHERS  
 REPRESENTED BY**

**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**

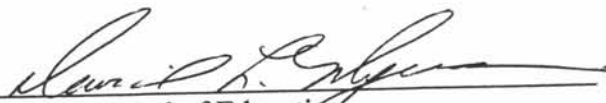
This Agreement entered into this twenty-seventh day of August, 1998, which shall be effective September 1, 1998 and continuing through August 31, 2001, by and between the Board of Education of the Lakeview Public Schools, St. Clair Shores, Michigan, hereinafter called the "Board" and the Lakeview teachers represented by MEA/NEA Local 1, hereinafter called the "Association."

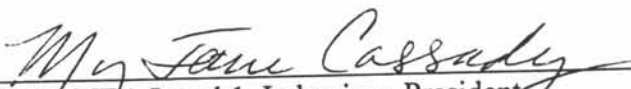
Whereas, the parties, following extensive and deliberate professional negotiations, have reached certain understandings which they desire to confirm in this Agreement:


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

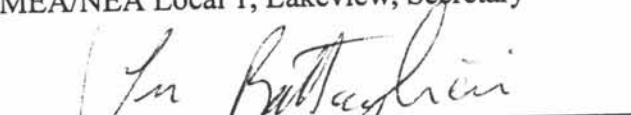
Whereas this Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless mutually agreed upon in writing by both parties, and

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, President

  
\_\_\_\_\_  
MEA/NEA Local 1, Lakeview, Secretary

  
\_\_\_\_\_  
MEA/NEA Local 1

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. The Board agrees to the concept of equal opportunity employment.

**B. RIGHT TO ORGANIZE**

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

**C. USE OF BUILDING AND MAIL**

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

3. Inter- and intra-school mail 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 mailboxes will also be available to teachers for their use.

**D. REQUESTS FOR INFORMATION**

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

**E. CONTINUITY OF OPERATIONS**

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

**F. U.S. MAIL**

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

**G. PURCHASE AUTHORIZATIONS AND INVOICES**

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

**H. REPORTING OF ABSENCES**

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

**I. STUDENT TEACHERS**

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

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

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

**J. EDUCATIONAL OPPORTUNITY**

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

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

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

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

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

#### **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.

**P. FOIA REQUESTS**

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

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

## ARTICLE III PROFESSIONAL COMPENSATION

### A. SALARIES

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

#### 1. SALARY FORMULA

The zero steps of each salary lane of the Teacher Salary Schedule for 1998-99 shall be equal to the negotiated amounts under the early severance agreement negotiated under the 1997-98 Master Agreement. The remaining steps of the 1998-99 Teacher Salary Schedule shall be computed by multiplying the 1997-98 Teacher Salary Schedule by 1.025 (increased by 2.5%). All steps of the 1999-2000 Teacher Salary Schedule shall be computed by multiplying the 1998-99 Teacher Salary Schedule by 1.025 (increased by 2.5%). All steps of the 2000-2001 Teacher Salary Schedule shall be computed by multiplying the 1999-2000 Teacher Salary Schedule by 1.03 (increased by 3%).

#### 2. COST OF LIVING ADJUSTMENT

Cost-of-Living Adjustment Language (C.O.L.A.) will not be in effect during the 1998-2001 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.
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 seven hundred dollars (\$700) 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 for actions performed within the scope of their employment in Lakeview Public Schools. Limitations: \$100,000 each person; \$300,000 each occurrence. If the Board is unable to obtain this coverage, their designees will meet with the Association to re-negotiate this coverage.
2. The fact that the District's carrier defends the teacher does not mean the District waives the right to instigate disciplinary or dismissal action toward that same teacher.
3. Employees are not to use their private car to transport students on district business. The district has no insurance coverage for the use of an employee's car and assumes no liability. If an employee must transport students, they shall arrange District transportation.

**N. INSURANCE BENEFITS**

1. 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 paycheck following a period of ten (10) working days after receipt of authorization by the payroll department.
5. The Board agrees to promptly remit to the Association all monies deducted on its behalf, accompanied by a list of teachers from whom deductions have been made.
6. In the event that a teacher shall not pay such dues or service fees directly to the Association or authorize payment through payroll deduction, as herein provided, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just cause for discharge from employment.
7. In all cases where the Association requests discharge for violation of this Article, the Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. If the employee

in question denies that he/she has failed to pay the Service Fee, then he/she may request, and shall receive a hearing before the Board of Education to determine whether he/she has failed to pay the Service Fee.

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

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

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

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

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

1. Appointment to a shared-time position will be for a duration of one (1) school year. Denial of a shared-time request will not be a subject for the grievance procedure.
2. A shared-time teacher will receive a full year's credit on the seniority list, on the salary schedule, and for longevity.



3. S/he will receive proportionally reduced salary and proportional payment of the "A" benefit package which may be applied toward payment of the "B" benefit package.
4. In the event that a shared-time assignment becomes vacant, the teacher who remains will assume the position on a full-time basis for the remainder of the school year.
5. The Personnel Office must be notified by March 15 if two individuals are interested in a shared-time partnership. Once known positions are made available, the two teachers must apply for a shared-time position within the same process and time as teachers indicating their teaching preferences for the following year.
6. Subsequent vacant positions will become part of the posting pool.

#### **H. HEALTH REQUIREMENTS**

1. 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 TB 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 TB 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. In order to support a first year mentee, a mentor shall receive a two hundred dollar (\$200.00) stipend. In order to support a second year mentee, a mentor shall receive a one hundred fifty dollar (\$150.00) stipend. In order to support a third year mentee, a mentor shall receive a one hundred dollar (\$100.00) stipend. In lieu of receiving any of the above stipends, a mentor can choose to be compensated two hundred fifty dollars (\$250.00) for materials per mentee per year. Mentors from outside the bargaining unit will be compensated at the same rate as bargaining unit members.

## ARTICLE V TEACHING HOURS AND LOADS

### A. SECONDARY

- 1.1 High school teachers will be employed for a seven (7) hour and twenty (20) minute teaching day on Monday, Wednesday, and Friday 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 scheduled duty free lunch period of at least twenty-five (25) minutes.
  - e. In addition to their normal teaching day as described in (a) through (d) above, teachers must be at their assigned post fifteen (15) minutes before classes begin and remain ten (10) minutes after school. However, beginning with the 2000-2001 school year, the amount of assigned teacher time prior to the beginning of student classes will be reduced by six (6) minutes and the time following the end of student classes will be reduced by five (5) minutes resulting in additional minutes of student instruction time.
- 1.2 High school teachers will be employed for a normal seven (7) hour teaching day on Tuesday and Thursday 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 period of time, two (2) days a week, in an amount up to the time in a seminar period, will be used for department/curriculum team meetings/planning. Beginning with the 2000-2001 school year, this period will be reduced by fifteen (15) minutes resulting in additional minutes of student instruction time.
  - d. A scheduled duty free lunch period of at least twenty-five (25) minutes.

- e. In addition to their normal teaching day as described in (a) through (d) above, teachers must be at their assigned post fifteen (15) minutes before classes begin and remain five (5) minutes after school. However, beginning with the 2000-2001 school year, the amount of assigned teacher time prior to the beginning of student classes will be reduced by six (6) minutes resulting in additional minutes of student instruction time.
2. Middle school teachers will be employed for a normal seven (7) hour and ten (10) 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.
    - e. In addition to their normal teaching day as described in (a) through (d) above, teachers must be at their assigned post fifteen (15) minutes before classes and remain ten (10) minutes after school. However, beginning with the 2000-2001 school year the amount of assigned teacher time following the end of student classes will be reduced by one (1) minute resulting in an additional minute of student instructional time.
  2. The building administrator shall assign each teacher to one (1) extra-curricular club (other than those listed in Schedule B) or to an assignment, as equitably as possible, considering such factors as voluntary priorities, interest and the work load involved. There shall be no maximum time limitations as to voluntary clubs; assignments, however, shall be limited to twenty (20) hours per year unless specifically agreed to by the teacher. Teachers with split building positions will be exempted from this twenty (20) hour extra-curricular assignment.
  - 3.

## **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 1998-99 school year, two (2) hours and fifty-eight (58) minutes in length.

- ii. During the 1999-00 school year, two (2) hours and fifty-nine (59) minutes in length.
  - iii. During the 2000-01 school year, three (3) hours and eight (8) 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 two (2) minutes. However, teachers will not prepare to leave the building at the end of the school day until after all their class has been supervised in an orderly and safe dismissal.
  - d. At least twenty-five (25) consecutive minutes of unassigned time in 1998-99, twenty-three (23) consecutive minutes of unassigned time in 1999-00, and five (5) consecutive minutes of unassigned time in 2000-01 and succeeding school years will be provided.
  - e. Teachers may take their students on recess according to the recess policy.
  - f. Teachers will be released from their regular teaching duties for one hundred twenty (120) minutes per week during the first semester of the 1998-99 school year, one hundred and fifty (150) minutes per week during the second semester of the 1998-99 school year, and one hundred eighty (180) minutes per week beginning with the 1999-2000 school year. The Board will provide the time in a minimum of thirty (30) minute periods and attempt to schedule the time each day.

## 2. Duty Free Lunch

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

### **C. ALL TEACHERS**

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

### **D. MEETINGS AND CONFERENCES**

1. All teachers will be available for before school and after-school conferences, as well as being encouraged to attend and participate in building Parent-Teacher Organizations.
2. All teachers will attend scheduled staff meetings, departmental meetings, curriculum meetings and 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.

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

## **E. SECONDARY CLASS SIZE**

### **1. High School**

- a. Class size will not exceed a count of thirty-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).
- c. After the extra student(s) has(have) been in the class for ten (10) consecutive days, when the class size exceeds the numbers listed above, teachers shall be paid ten (10) dollars per student, per week.

### **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.
- c. After the extra student(s) has(have) been in the class for ten (10) consecutive days, when the class size exceeds the numbers listed above, teachers shall be paid ten (10) dollars per student, per week.

## **F. ELEMENTARY CLASS SIZE**

1. When class size exceeds twenty eight (28) for K-2 classes and thirty (30) for 3-5 classes for ten (10) consecutive days, a one-half time classroom assistant will be provided upon request. When classes reach three (3) students above the class size limits for ten (10) consecutive days, a full-time classroom assistant will be provided upon request. Assistants will be certified teachers whenever possible. The teacher may choose to be paid ten dollars (\$10) per day per week per student in lieu of a classroom assistant after the extra student(s) has been in the class for ten (10) consecutive days to a maximum of thirty (30) dollars per student per week. When classes reach thirty-seven (37), the class will be divided into two (2) sections and a second teacher will be employed.

2. 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 (5) students less than the larger non-combined grade level class at those levels. Once the non-combined class size reaches thirty (30) students, additional students will be added to the combined class. The involved teachers and principal may mutually agree to exceptions to provide the optimum instruction for students.

Each elementary classroom teacher will have children assigned as equitably as possible taking into consideration the unique needs of the children.

#### **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 \$26.15 per hour in 1998/1999, \$26.80 per hour in 1999/2000, and \$27.61 in 2000/2001.
6. The teacher facilitator may terminate this arrangement at his/her discretion.

**L. STAFFING RATIO**

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

**M. MULTIPLE BUILDING ASSIGNMENTS**

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

**N. GRADE APPEALS**

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

**O. INSTRUCTIONAL DAYS AND HOURS**

If the State requirements for minimum days and hours of pupil instruction change during the life of this agreement, representatives of the Association and Board shall meet for the purpose of bargaining the school calendar and hours of instruction.

## ARTICLE VI

### ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF AND RECALL

#### A. DEFINITIONS

1. Position -- shall be defined as placement to a building(s).
2. Assignment -- shall be defined as follows:
  - a. Elementary level shall mean placement in a grade level(s).
  - b. Secondary level shall be defined as classes taught within a department(s). Department(s) shall be determined by 3/5 of the teacher's teaching hours.
  - d. All other assignments (psychologists, social workers, specialists, etc.) will specify responsibilities.
3. Job -- shall be defined as placement to a building coupled with an assignment as defined above.
4. Vacancy -- shall be defined as a job presently unfilled.
5. Transfer -- shall be defined as a change in position or assignment to which the teacher agreed
6. Forced Transfer -- shall be defined as a change in position or assignment to which the teacher did not agree. A teacher who is transferred as a direct result of becoming a "displaced" teacher shall be deemed to have been force transferred.
7. Qualifications -- shall be defined as:
  - a. State Certification and endorsement.
  - b. For 9<sup>th</sup> - 12<sup>th</sup> grade the possession of a major or minor or 24 semester hours in a subject area is required.
  - c. For 6<sup>th</sup> - 8<sup>th</sup> grade, 12 semester hours in a subject area, six semester hours in a subject area within the last three years, previous teaching experience in the subject area within the last five years, or documented expertise. Teachers teaching in two or more academic areas shall have the number of semester hours appropriately distributed among the areas. In order to avoid the lay-off of a teacher, the Board will allow a teacher to assume a job for which he/she is certified and endorsed and shall give the teacher one year to successfully complete six semester hours in the subject area.

Documentation to support expertise in a subject area, present certification and endorsements or declaration of intent to obtain new certification and/or endorsements before the commencement of the new school year shall be submitted to the administration by March 1. Such declaration of intent shall be supported by proof of certification and/or endorsements prior to August of the school year. If

such certification and/or endorsements are not achieved, the teacher shall not be employed in the vacancy.

8. Displaced Teacher -- shall be defined as: A teacher whose job has been eliminated and who is not laid off.
9. Seniority List -- teachers shall be placed on a list as follows:
  - a. First -- tenure teachers according to seniority, with certification and endorsements being indicated.
  - b. Second -- probationary teachers according to seniority, with certification and endorsements being indicated.
  - c. The seniority list will contain:
    - i. teacher's name
    - ii. years of service
    - iii. starting date
    - iv. certification(s) and endorsement(s)
    - v. tenure / probationary status
10. Seniority-- Seniority ranking as established in 1982 shall continue for this Agreement. New members of the bargaining unit shall be placed on the seniority list by date-of-hire. The Board will provide to the Association a list of employees who began active employment on the same day. The Association will provide this list of new employees to the Board in order of seniority as established by Association procedures.

Effective July 1, 1983, no seniority for any future administrative experience shall be credited. This provision shall apply to all current and future administrative personnel.
11. Layoff -- Layoff shall be defined as a cessation in employment due to conditions stated in this provision.
12. Days -- Where days are stipulated in this Article, they shall be interpreted as school days when school is in session. During summer recess, days shall be defined as calendar days exclusive of weekends and holidays.
13. Eligible
  - a. Tenure teachers who have been informed through their most recent evaluation that their performance is satisfactory.
  - b. Probationary teachers who are completing their final year of probation and have been informed through their most recent evaluation that their performance is satisfactory.
  - c. Teachers who are currently laid-off who have been informed through their most recent evaluation that their performance is satisfactory.

- d. Any other teacher at the sole discretion of the Deputy Superintendent, prior to or during the pool.

## B. TEACHER ASSIGNMENTS

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

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

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

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

- 3. Building Assignments

- a. Principals shall assign the current building staff, excluding teachers not returning to employment in the fall, to jobs no sooner than five days after publication of the List of Known Jobs. Principals must use the Teacher Assignment Notification Form (Schedule D-9). Teachers are encouraged to discuss desired jobs with the principal anytime prior to assignment.
- b. 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.

- c. Each teacher will be assigned a job (position and assignment) based upon the following considerations:

- i Certification and qualifications
- ii Teacher preference
- iii Job experience
- iv Number of preparations
- v Seniority
- vi Specialization within major or minor

- d. All teachers will be given a job according to these above criteria or they shall be identified as displaced. Teachers, who were awarded a job but were not

permitted to assume the awarded job until the following school year, will be assigned a job as though they were already teaching in the building. When needed, the least senior teacher within a building shall be displaced, whenever possible.

4. The administration will list the vacancies which could not be filled as a result of the above process. The administration will also list and notify all teachers who were not assigned to a job and were displaced as a result of this process. These lists will be given to the Association no later than May 1.

5. Posting Pool

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

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

6. Forced Transfers

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

- a. No teacher shall be force transferred more than twice in five (5) years, unless such forced transfer is a direct result of becoming a displaced teacher due to a reduction in staff or consolidation of positions.
- b. The least senior teacher who is certified and qualified shall be force transferred first, unless such a transfer violates (a.) above. No transfer will occur that

results in a layoff or the creation of a vacant position that cannot be filled by existing staff.

- c. Forced transfer should, whenever possible, be done with the fewest possible moves.
- d. Teachers affected by forced transfers shall have all options discussed with them prior to a final decision being made.
- e. A change of 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.

### 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.
  - f. It is intended that this section takes precedence over and governs the individual employment contract of the teacher, and said individual employment contract is specifically conditioned upon this section.

#### **D. RECALL PROCEDURES**

1. When a vacancy arises, including those vacancies that are available in the pool, eligible teachers who are laid off shall have the right to recall in order of seniority and qualifications along with all actively employed teachers. All other teachers who are laid-off and all teachers returning from a voluntary leave shall have the right to recall based on seniority and qualification only after all actively employed teachers and eligible laid-off teachers have had an opportunity to transfer or be recalled.
2. Notice -- Any laid-off teacher to whom notice of recall was sent by certified mail, return receipt requested, shall advise the Board by certified mail, return receipt requested, of the acceptance of the assignment within ten (10) calendar days of the recall notification. If the laid-off teacher fails to accept the offered full-time assignment, such teacher shall be dropped from the recall list.
3. Notification of Address -- It is the responsibility of the laid-off teacher to notify the Personnel Office by certified mail, return receipt requested, of any change in his/her mailing address.
4. Recall Rights -- A laid-off teacher shall retain recall rights following layoff for a period of three years or a length of time equal to his/her seniority at the time of lay-off, whichever is greater. Teachers shall be placed on the list at the time of layoff for one year. However, such teacher shall continue to remain on the recall list, provided he/she has notified the Board of their availability by certified mail prior to January 15 for each successive year. The signing of an employment contract in another school district voids the recall right of a laid-off Lakeview teacher for the duration of that school year. It is the responsibility of the laid-off Lakeview teacher who signs an employment contract in another district to notify the Personnel Office that he/she wishes to remain on the recall list.

#### **E. VACANCIES**

1. A vacancy will be posted for seven (7) days and the job will be awarded within five (5) days after conclusion of the posting. During the summer, postings will be sent to all qualified teachers who request notice.
2. Any vacancy that occurs from the completion of the pool process until the initiation of the next pool process will be filled through the transfer of eligible, qualified, actively employed teachers and eligible, laid-off teachers.
3. Before hiring a new teacher, all other laid-off teachers and all teachers returning from a voluntary leave, who are qualified, will return in order of seniority.
4. The teacher(s) who is awarded the vacancy will immediately assume the duties of the new position unless, in the opinion of the Board, undue disruption would result from such immediate transfer. In such case, the teacher shall be transferred to the new job at the beginning of the next school year (or next semester if determined by



the administration) and shall be treated for the purpose of assignment as though he/she was immediately transferred

5. If an eligible, qualified, actively employed teacher is granted a transfer, but that transfer is delayed, the teacher shall have until February 20 to rescind the transfer request and the transfer shall be null and void.
6. If there are at least 120 days remaining in the school year, a newly hired teacher will be a regular bargaining unit employee. If there are less than 120 days remaining in the school year, the newly hired teacher shall be employed pursuant to a contract which terminates at the end of the school year, and shall be afforded no seniority or other rights under this contract (including insurance benefits) beyond that date. The Association will be notified of any newly hired teachers.
7. When hiring, the Board shall give consideration and if requested, interview certified teachers on lay-off from other school districts where MEA/NEA, Local 1, is the bargaining agent, unless there are certified Lakeview teachers on lay-off and eligible for recall. The Board may set specific job qualifications for any new assignments.

#### **F. BUILDING CLOSINGS/RESTRUCTURING**

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

## **ARTICLE VII SPECIAL SERVICES**

### **A. SPECIALIST/CONSULTANTS**

1. Teacher specialists may replace the elementary classroom teacher for one hundred twenty (120) minutes per week during the first semester of the 1998-99 school year, one hundred and fifty (150) minutes per week during the second semester of the 1998-99 school year, and one hundred eighty (180) minutes per week beginning with the 1999-2000 school year in no less than thirty (30) minute periods. Building teachers and the principal may modify these periods by consensus. Specialist/consultants teachers will have the same release time as classroom teachers.
2. The building administrator will communicate with all classroom teachers informing them of the scheduled time "teacher specialists" are available, and will work with the teachers to determine an appropriate plan for utilization of such teacher specialists for the educational program in the building. Consultant schedule will also be appropriately developed.

### **B. SPECIAL EDUCATION**

1. Special Education services available may include psychologist, social workers, speech correction, teachers for the homebound, 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.

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

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.

### **C. COUNSELING SERVICES**

1. Counselors will be assigned at the high school and middle school on a full-time basis, with no more than one (1) part time counselor at each level. Such ratio shall not exceed 450/1. One of these positions at each level may be filled by a general education school social worker.
2. Extra duty assignments for high school/middle school counselors should be made in such a manner so as not to interfere with the counselor's availability for counseling during the specified time before and after school. During this time, counselors will be available in their offices for counseling and consultation. Such time will be counted as per Article V - TEACHING HOURS AND LOADS, A. 1 and 2.
3. One counselor will be assigned on a full-time basis to each two (2) elementary buildings. One of these positions may be filled by a general education school social worker.
4. In the event of a financial crisis during the term of this contract, one counseling or general education school social work position from each level (high school, middle school, and elementary) may be reduced.
5. The principal may schedule a counselor to flexible hours. Such flex time shall be determined by the principal and counselor(s), but shall not exceed the number of

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

## **ARTICLE VIII**

### **PROTECTION OF TEACHERS**

#### **A. CONTROL OF STUDENTS**

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

#### **B. ASSAULT UPON A TEACHER**

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

#### **C. COMPLAINT ABOUT A TEACHER**

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

#### **D. ACADEMIC FREEDOM**

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

**E. RULES AND REGULATIONS**

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

**F. PROFESSIONAL APPEARANCE**

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

**G. MULTI-DISTRICT PROGRAMS**

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

**H. CONSOLIDATION OR ANNEXATION**

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

**I. COMMUNICABLE DISEASES**

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

## ARTICLE IX TEACHER EVALUATION

### A. TEACHER EVALUATION

#### 1. Purpose

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

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

#### 2. Yearly Evaluation

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

- e. The President of the Association shall be advised of all teachers whom the district intends to evaluate as **needs direction** or **needs improvement** prior to holding the above conference. With the teacher's approval, the President will designate a representative who will be present when the conference is held with the teacher.
- f. The teacher's evaluation status may be changed at any time. The teacher may be re-evaluated as **needs direction** or as **needs improvement** at times other than the normal notification schedule only if it can be demonstrated that there has been a significant change in performance, or that new evidence has been obtained that was not known to the evaluator prior to the preceding May. If the teacher disagrees with the decision of the evaluator regarding the need to be re-evaluated, the Deputy Superintendent will hold a hearing in an attempt to settle the dispute. If the dispute is still not resolved following this hearing, the Association may appeal the decision through the grievance procedure by initiating it at Step 5 - Superintendent's Level.

### 3. General Provisions

- a. All reports of observations and evaluations shall be conducted using the forms contained in Schedule D. (Form D-7 Observation Form).
- b. The assessment of the performance of teachers will be based upon evidence of the teacher's performance collected by the teacher's evaluator.
- c. Observations
  - i. All observations of a teacher shall be conducted with the full knowledge of the teacher.
  - ii. An observation of the teacher shall be for not less than 30 minutes.
  - iii. The teacher will be advised of the evaluator's or designated administrator's intent to conduct an observation no later than the school day prior to the observation.
  - iv. More and longer observations are encouraged.
  - v. Observations shall not be conducted on the two days preceding a holiday or school break, or during the first two (2) or the last two (2) weeks of the school year.
- d. Classroom visits
  - i. Classroom visits by administrators are encouraged.
  - ii. Unless specified in advance to the teacher, the purpose of a visit is not to gather information for an evaluation of the teacher.



- iii. If a record of the visit is to become part of a teacher's file, the teacher shall have the right to respond in writing and has a right to a meeting with the administrator.
- iv. Any information regarding a teacher's performance gained through a visit shall be considered supplementary evidence as described below.
- e. The teacher and the evaluator or designated administrator shall confer following each observation. This conference shall occur within one (1) school day following the observation or as soon as possible thereafter. The purpose of such a conference is to provide the teacher with specific information regarding the observations and conclusions reached as a result. If the evaluator or designated administrator has noted any items of a negative nature, they shall be brought to the teacher's attention at this meeting and summarized in writing within one (1) week of the meeting.
- f. Other supplementary evidence which may be relied upon by the evaluator may include information provided through visits by the evaluator and/or other administrators, compliments, concerns, and complaints made by parents, students, and others, if the evaluator determines the information to be accurate. If the evaluator intends to rely upon any items of a negative nature, they shall be brought to the teacher's attention at a meeting held in a timely fashion after the evaluator has knowledge of the supplementary evidence, and will be subsequently summarized in writing within one (1) week of the meeting.
- g. A written evaluation shall be completed which shall summarize the performance of the teacher. This report shall be provided to the teacher in a conference held no later than May 10. In the case of probationary employees, this report shall contain the evaluator's recommendation regarding employment for the ensuing school year.
- h. Teachers will have one evaluator who will normally be their principal or immediate supervisor. Teachers will be advised each year of the identity of their evaluator.
- i. The evaluations of all teachers are intended to be confidential and will be maintained in a manner to ensure the teacher's privacy to the extent permitted by law.
- j. All teachers shall be kept informed of their successes or needs.
- k. In cases of a teacher request or in cases where the teacher does not perform up to District expectations according to administrative evaluations, the Deputy Superintendent may reassign the teacher.

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

4. **Satisfactory** Teacher Observations

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

5. **Needs Direction** Teacher Observations

The evaluator shall observe teachers in need of direction at least two (2) times each year. The first observation shall occur on or before November 15, the second on or before March 15.

6. **Needs Improvement** Teacher Observations

The evaluator shall observe teachers who are in need of improvement at least three (3) times each year. The first observation shall occur on or before November 15, the second on or before January 30, and the third on or before March 15.

7. Probationary Teachers

Probationary teachers shall be observed at least three (3) times each year. The first observation shall occur on or before November 15, the second on or before January 30, and the third on or before March 15. For the first two (2) years of probation, the evaluator must observe the teacher three (3) times each year. For the remaining years, the teacher's evaluator shall determine the number of observations that shall occur by the evaluator and observations that shall occur by another designated administrator and shall inform the teacher. The evaluator must do the last observation each year.

**B. ASSOCIATION REPRESENTATION**

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

**C. DISCIPLINE AND DISCHARGE**

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

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

**D. TEACHER ASSISTANCE PROGRAM:**

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

## ARTICLE X PROFESSIONAL DEVELOPMENT

### A. PROFESSIONAL DEVELOPMENT

#### 1. Purpose

Professional development is an important means to improved delivery of service to students, parents and the District. These procedures are designed to improve job performance. To that end, the Superintendent shall administer a program of professional development for all teachers that shall be directed toward helping them succeed in their respective appointments. This program shall be uniform in all Lakeview Public Schools and shall be consistent with this Agreement. All changes in forms to be used in any model will be reviewed with the affected staff.

#### 2. Professional Development Models

Three models will be used to accomplish the above stated objectives.

- a. Self-Directed Model - This model will be used for all teachers who have been informed through evaluation 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. Guided Model - This model will be used for all teachers who have received an evaluation from their evaluator that their teaching is in need of direction. This model is collaborative but guided by the evaluator and provides for contact between the teacher and the evaluator.
- c. Mandated Model - This model shall be used for all teachers who have received an evaluation from their evaluator that the teacher's performance is in need of improvement. This model requires the teacher to follow the prescribed plan for improvement directed by the evaluator.

#### 3. Self-Directed Model

- a. All staff evaluated as **satisfactory** will complete this program once every three (3) years. The first year of the three (3) year professional development 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. If, at any time, a teacher moves to this model from a different model, the teacher will resume his/her regular placement on the cycle. The teacher will continue his/her previous year's goals until he/she reaches the first year of a new cycle. (Form D-4 Self-Directed Model)

- b. The teacher will submit two (2) goals to his/her designated administrator no later than October 10 of the first year of the 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 designated administrator no later than October 25 of the first year of the cycle for the purpose of mutually agreeing to the teacher's goals for the current three-year professional development cycle. The teacher and the designated administrator 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 goals, 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 professional development form and signed by the teacher and the designated administrator to indicate the full agreement of each party.
- d. If the two parties fail to reach agreement on the above goal statements, the Deputy Superintendent will determine the goal statements and facilitate the development of a plan to address the outcomes, actions, resources, assistance and measurement with both parties.
- e. An interim conference will be held no later than February 10 of the first year of the cycle to determine the teacher's progress on goal achievement.
- f. The designated administrator shall provide a written summary of the conference to the teacher within one week following the conference. This shall be recorded on the professional development form.
- g. A yearly written report on goal attainment shall be submitted by the teacher to the designated administrator no later than April 10 of each year of the three year cycle.
- h. The teacher or the designated administrator may request a final conference to discuss the teacher's goal attainment no later than May 10.

4. Guided Model

- a. All staff evaluated as **needs direction** will complete this program during the year. This year will be an intense year of goal setting and attainment. (Form D-4 Guided Model)

- b. The evaluator will identify up to two (2) areas of concern for the teacher no later than October 10. 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
- c. A conference will be held between the teacher and the evaluator no later than October 25 for the purpose of developing the teacher's goals for the current year. The teacher and the evaluator will write a specific statement of the two goals, the specific outcomes expected, the actions to be taken to achieve the goals, the resources and assistance needed by the teacher to attain the goals, and the methodology and criteria which will be used to measure the attainment of the goals. These statements will be recorded and attached to the professional development form and signed by the teacher and the evaluator.
- d. An interim conference will be held no later than February 10 of the first year of the cycle to determine the teacher's progress on goal achievement.
- e. 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 professional development form.
- f. A yearly written report on goal attainment shall be submitted by the teacher to the evaluator no later than April 10.
- g. The teacher and the evaluator will hold a final conference to discuss the teacher's goal attainment no later than May 10. A yearly written summary of the teacher's progress on the goals shall be presented to the teacher no later than June 1.

5. Mandated Model

- a. All staff evaluated as **needs improvement** will complete this program during the year. This year will be an intense year of performance improvement. (Form D-6 Mandated Model)
- b. The evaluator shall prioritize one or more areas of improvement for the teacher no later than October 10. This plan will include specific expectations of the district with regard to the teacher's improved performance in one or more of 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

- c. A conference will be held between the teacher and the evaluator no later than October 25 for the purpose of approving a plan developed by the teacher to improve in designated areas. The teacher may seek the assistance of the evaluator or other resources in the development of the plan. The plan will include the specific outcomes expected, the actions to be taken to achieve the outcomes, the resources and assistance needed by the teacher to achieve the outcomes, and the methodology and criteria which will be used to measure the achievement of the outcomes. These statements will be recorded and attached to the professional development form and signed by the teacher and the evaluator.
- d. An interim conference will be held no later than February 10 to determine the teacher's progress.
- e. 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 professional development form.
- f. A yearly written report shall be submitted by the teacher to the evaluator no later than April 10. This report will include a detailed review of the activities engaged in by the teacher to improve performance.
- g. The teacher and the evaluator will hold a final conference to discuss the teacher's performance no later than May 10. A yearly written summary of the teacher's performance shall be presented to the teacher no later than June 1.



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

**C. BEREAVEMENT LEAVE**

If a teacher has used all of his/her paid leave days, the superintendent 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 XII**  
**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 childbirth shall be treated as any other disability under the terms of this contract.

7. Child Care (Short Term Leave)

- a. A teacher who adopts or assumes legal custody of a child shall be extended the same privileges (when applicable) as a teacher with a natural born child.
- b. Upon termination of disability (or in the case of adoption or legal custody, upon acquiring the child) a teacher shall be granted a short term leave, without pay or benefits, until the end of the current semester. If such leave should begin less than sixty (60) days prior to the end of the current semester, the teacher may elect to extend the child care leave one (1) additional semester.
- c. If the leave expires at the end of the first semester, the teacher shall be returned to his/her former position. If the leave expires at the end of the school year, the teacher shall be placed according to the provisions of the Master Agreement, or may apply for a Child Rearing (Long Term Leave) as stipulated below.

8. Child Rearing (Long Term Leave)

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

**B. LEAVES OF ABSENCE THAT MAY BE GRANTED**

1. Personal Leave

The Board of Education, upon written request from the individual, may approve 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.

7. Vacation

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

**C. PROCEDURE FOR UNPAID LEAVES**

1. A teacher who seeks to return to work after expiration of a leave of absence will be placed on the recall list in order of his/her seniority and shall be recalled to a vacancy using the process in Article VI - ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF AND RECALL, D.



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

## ARTICLE XIII 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 XIV 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 a Board curriculum sub-committee meeting.
- f. The committee has the authority to recommend released time for school improvement activities.
- g. Each teacher member of the committee shall receive \$1,200.00. Fifty percent (50%) of this amount shall be paid to the member directly as a stipend. This amount will be paid at the end of the first semester. The remaining fifty percent (50%) will be divided by the number of scheduled meetings for the year and that amount will be credited to the member each time such a meeting is attended. If a meeting is canceled the member will be credited. Such amounts will be paid at the end of the school year.

### 3. Building School Improvement Committee

- a. The committee shall be established to facilitate the development, implementation, and evaluation of building level school improvement plan(s).
- b. The committee shall consist of building staff members, the majority of whom shall be teachers and others required by law.
  - i. Building teachers will select the teachers that serve on the committee at the beginning of each school year. Replacements will be selected as necessary.
  - ii. One of the teacher members of the committee will be selected by building teachers to serve as the chairperson of the Building School Improvement Committee. 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 \$26.15 per hour for 1998-1999, \$26.80 per hour for 1999-2000, and \$27.61 per hour for 2000-2001. Chairpersons will not be paid for more than fifty (50) hours per committee per year without the approval of the Superintendent.
  - e. Minutes will be kept by each committee and submitted to the DSIC at the next regular meeting of the DSIC.
5. Advisory Committees

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

## **B. PROFESSIONAL STUDY COMMITTEE**

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

- a. Review of policies affecting teachers.
- b. Review of policies affecting students.
- c. Review of matters pertaining to professional ethics.

**C. STRATEGIC PLANNING TEAM**

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

## SCHEDULE A - SALARY GUIDE

Year 1		1998-1999				
		Bachelor's Degree	Master's Degree	Master's +15	Master's +30	Ph.D. Ed.D
0	29,445	33,875	34,263	34,913	35,822	
1	32,454	36,994	37,392	38,058	38,990	
2	35,426	40,543	40,950	41,627	42,579	
3	37,748	43,352	43,758	44,437	45,388	
4	40,071	46,162	46,568	47,246	48,197	
5	42,395	48,972	49,378	50,056	51,005	
6	44,718	51,780	52,187	52,864	53,815	
7	47,040	54,588	54,996	55,673	56,623	
8	49,362	57,397	57,803	58,481	59,432	
9	51,687	60,205	60,612	61,289	62,240	
10	54,010	63,015	63,421	64,098	65,051	

Year 2		1999-2000				
		Bachelor's Degree	Master's Degree	Master's +15	Master's +30	Ph.D. Ed.D
0	30,181	34,722	35,120	35,786	36,718	
1	33,265	37,919	38,327	39,010	39,965	
2	36,312	41,556	41,974	42,668	43,643	
3	38,691	44,436	44,852	45,548	46,523	
4	41,073	47,316	47,732	48,428	49,401	
5	43,455	50,197	50,613	51,307	52,280	
6	45,836	53,074	53,492	54,186	55,160	
7	48,216	55,953	56,371	57,065	58,039	
8	50,596	58,832	59,248	59,943	60,917	
9	52,979	61,711	62,128	62,821	63,796	
10	55,361	64,590	65,006	65,701	66,677	

Year 3		2000-2001				
		Bachelor's Degree	Master's Degree	Master's +15	Master's +30	Ph.D. Ed.D
0	31,087	35,764	36,173	36,859	37,819	
1	34,263	39,057	39,477	40,180	41,164	
2	37,401	42,803	43,233	43,948	44,952	
3	39,852	45,769	46,198	46,914	47,918	
4	42,305	48,735	49,164	49,880	50,883	
5	44,759	51,703	52,131	52,846	53,849	
6	47,211	54,667	55,096	55,812	56,815	
7	49,663	57,632	58,062	58,777	59,780	
8	52,114	60,597	61,025	61,742	62,745	
9	54,568	63,562	63,991	64,706	65,710	
10	57,021	66,528	66,957	67,672	68,677	



**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 **\$26.15 for 1998-1999; \$26.80 for 1999-2000; \$27.61 for 2000-2001**. The base salary used will be the beginning BA 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>		2.50%	2.50%	3%
		1998 - 1999	1999 - 2000	2000 - 2001
Camp, Sixth Grade		508	521	537
Class Sponsor	Senior High (11-12) (2 per class)	726	744	766
	Senior High (9-10)	508	521	537
Co-op Coordinators	For each student enrolled in the Co-op class at the end of the six week marking period)	59	61	63
Debate	Senior High	1451	1488	1532
Dramatics (2 plays)	Senior High	1451	1488	1532

		2.50% 1998-1999	2.50% 1999-2000	3% 2000-2001
Driver Education Coordinator	(Plus 1 week extended contract per Schedule B-E)	3339	3423	3526
Academic Contests		509	522	538
Forensics	Senior High	509	522	538
Instrumental Music	Band Camp(5 days and prep)	5164	5293	5452
	Band Camp Asst. (5 days and prep)	1328	1362	1402
	Band Clinic (15 days and prep)	2126	2179	2244
	Middle School Band (2)	1017	1042	1073
	Marching Band Director	1626	1666	1716
	Marching Band Assistant	1103	1130	1164
	Concert Band Director	2440	2500	2576
	Concert Band Asst.	1654	1696	1747
Newspaper	If services are part of regular class	0	0	0
	Senior High	1451	1488	1532
	Middle School	508	521	537
Orchestra	Senior High	1451	1488	1532
	K-8	1451	1488	1532
	Orchestra Clinic (16 days and prep)	2203	2258	2326
Quiz Bowl		726	744	766
Safety Patrol/ Service Squad		726	744	766
Special Olympics – Elementary		726	744	766

		2.50% 1998-1999	2.50% 1999-2000	3% 2000-2001
Student Government	If services are part of regular class	0	0	0
	Senior High	1743	1786	1840
	Middle School	870	892	919
	Elementary School	634	650	670
Vocal Music	Senior High	1417	1452	1496
	Middle School	726	744	766
Yearbook Editor	If services are part of regular class	0	0	0
	Senior High - No assistant	2033	2083	2146
	Senior High - With assistant	1451	1488	1532
	Senior High Assistant	508	521	537
	Middle School	1451	1488	1532

<u>Athletics</u>		2.50% 1998 - 1999	2.50% 1999 - 2000	3% 2000 - 2001
Athletic Director - Middle School	(One (1) hour release time/or)	1451	1488	1532
Baseball & Softball	Varsity	3201	3281	3380
	Assistant (2)	2440	2500	2576
	7th-8th Grades	1349	1383	1424
Basketball	Boys Varsity	4269	4376	4507
	Assistants	3048	3125	3218
	Girls Varsity	4269	4376	4507
	Girls Assistant	3048	3125	3218
	Girls Ninth grade	3048	3125	3218
	7th-8th Grade Boys (2)	2134	2187	2253
	7th-8th Grade Girls (2)	2134	2187	2253
Cheerleading	Division I Head Varsity	1601	1641	1690
	Division II JV & 9th	1447	1483	1528
	Hockey Cheerleader	530	543	559
Cross Country		2440	2500	2576

		<b>2.50%</b> <b>1998-1999</b>	<b>2.50%</b> <b>1999-2000</b>	<b>3%</b> <b>2000-2001</b>
Diving	Senior High	1525	1563	1610
Football	Varsity	4269	4376	4507
	Assistants (6) (each)	3201	3281	3380
	7th-8th Grade (2)	1800	1845	1900
Golf Co-Ed	Senior High	2287	2344	2414
Hockey	Senior High	3354	3438	3541
		2555	2619	2698
Huskettes	Senior High	1066	1093	1125
	Assistant	849	870	896
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.	2033	2083	2146
Soccer	Senior High	2440	2500	2576
Swimming	Senior High (2)	3048	3125	3218
Tennis	Senior High (2)	2440	2500	2576
Track Co-ed	Varsity Assistant (2)	3964	4063	4185
		2440	2500	2576
		2134	2187	2253
Volleyball	Senior High	2743	2811	2896
	Assistant	1629	1670	1720
	Ninth Grade	1629	1670	1720
	7th-8th Grade (2)	1372	1407	1449
Wrestling	Senior High	3048	3125	3218
	Assistant (1)	2134	2187	2253

**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:

<b>1998/1999 (2.5%)</b>	<b>\$26.15 per hour.</b>
<b>1999/2000 (2.5%)</b>	<b>\$26.80 per hour</b>
<b>2000/2001 (3%)</b>	<b>\$27.61 per hour</b>

## 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 lunchtime 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

1998-99

## FIRST SEMESTER:

Monday	August 31	Teachers report for Full Day
Tuesday	September 1	Students report for Full Day
Friday	September 4	School closed for all teachers and students
Monday	September 7	Labor Day – school closed for Teachers and students
Wednesday	November 25	Thanksgiving Recess School Closes End of A.M.
Monday	November 30	School Reopens
Friday	December 18	Winter Recess School Closes End of Day
Monday	January 4	School reopens
Friday	January 22	½ day records for all teachers

## SECOND SEMESTER:

Friday	February 12	Mid-Winter Recess School Closes End of Day
Monday	February 22	School Reopens
Thursday	April 1	Spring Recess School Closes End of AM
Monday	April 12	School Reopens
Monday	May 31	Memorial Day Recess
Thursday	June 17	Last day for students
Friday	June 18	Last Teacher Day

182 Student Days - 184 Teacher Days



## LAKEVIEW PUBLIC SCHOOLS CALENDAR 1999-2000

### FIRST SEMESTER:

Monday	August 30	Teachers report for Full Day
Tuesday	August 31	Students report for Full Day
Friday	September 3	School closed for all teachers and students
Monday	September 6	Labor Day – school closed for Teachers and students
Wednesday	November 24	Thanksgiving Recess School Closes End of A.M.
Monday	November 29	School Reopens
Friday	December 17	Winter Recess School Closes End of Day
Monday	January 3	School reopens
Friday	January 21	½ day records for all teachers

### SECOND SEMESTER:

Friday	February 18	Mid-Winter Recess School Closes End of Day
Monday	February 28	School Reopens
Thursday	April 20	Spring Recess School Closes End of AM
Monday	May 1	School Reopens
Monday	May 29	Memorial Day Recess
Thursday	June 15	Last day for students
Friday	June 16	Last Teacher Day

182 Student Days – 184 Teacher Days

**LAKEVIEW PUBLIC SCHOOLS CALENDAR  
2000-2001**

**FIRST SEMESTER:**

Monday	August 28	Teachers report for Full Day
Tuesday	August 29	Students report for Full Day
Friday	September 1	School closed for all teachers and students
Monday	September 4	Labor Day – school closed for Teachers and students
Wednesday	November 23	Thanksgiving Recess School Closes End of A.M.
Monday	November 27	School Reopens
Friday	December 22	Winter Recess School Closes End of Day
Monday	January 8	School reopens
Friday	January 19	½ day records for all teachers

**SECOND SEMESTER:**

Friday	February 16	Mid-Winter Recess School Closes End of Day
Monday	February 26	School Reopens
Thursday	April 13	Spring Recess School Closes End of AM
Monday	April 23	School Reopens
Monday	May 28	Memorial Day Recess
Thursday	June 14	Last day for students
Friday	June 15	Last Teacher Day

182 Student Days – 184 Teacher Days

Lakeview Public Schools  
Teacher Evaluation Form  
Article IX  
Schedule D-1

YEAR-END STATUS

\_\_\_\_\_ is determined to be:  
(Name of Teacher)

**Check One**

Satisfactory

Needs Direction (attached documentation  
for tenure teachers)

Needs Improvement (attached documentation  
for tenure teachers)

Tenured Teacher

Probationary Teacher

Evaluator's Signature \_\_\_\_\_

Date: \_\_\_\_\_

Teacher's Signature \_\_\_\_\_  
(Teacher signature indicates receipt only.)

Date: \_\_\_\_\_

c: Personnel File (*White*)  
Administrator  
Teacher



**Lakeview Public Schools  
Teacher Evaluation Form  
Article IX  
Schedule D-2**

Name: \_\_\_\_\_ School year: \_\_\_\_\_

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Observation Dates: 1) (Before November 15) \_\_\_\_\_  
 2) (Before January 30, if necessary) \_\_\_\_\_  
 3) (Before March 15) \_\_\_\_\_

Evaluation Date: (Before May 10) \_\_\_\_\_

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 comment, if desired. The evaluator shall mark, as appropriate.

S = Satisfactory	ND = Needs Direction	NI = Needs Improvement	NA = Not Applicable
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**I. SUBJECT MATTER CONTENT**

**A. KNOWLEDGE OF TEACHING AREA**

- |   | S                        | ND                       | NI                       | NA                       |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. Exhibits a sound background and understanding of the subject matter required of the position.  | <input type="checkbox"/> | <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"/> | <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"/> | <input type="checkbox"/> |

**OBSERVATIONS LEADING TO JUDGMENT:** \_\_\_\_\_

**B. METHODOLOGY**

- |  |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. Stimulates interest in subject area.  | <input type="checkbox"/> | <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"/> | <input type="checkbox"/> |
| 3. Subject content is consistently relevant.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- |    |   | S                        | ND                       | NI                       | NA                       |
|----|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 4. | Student inputs are encouraged and treated with respect. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Varied resources are used appropriately.                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**OBSERVATIONS LEADING TO JUDGMENT:** \_\_\_\_\_

---

**C. EVALUATION**

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

**OBSERVATIONS LEADING TO JUDGMENT:** \_\_\_\_\_

---

**II. MANAGEMENT**

**A. ORGANIZATION AND DIRECTION**

- |    |   |                          |                          |                          |                          |
|----|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. | The teacher organizes classroom routines in an efficient manner.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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. | <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.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**OBSERVATIONS LEADING TO JUDGMENT:** \_\_\_\_\_

---

**B. CARE OF ROOM AND EQUIPMENT**

- |    |  |                          |                          |                          |                          |
|----|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. | The teacher exerts reasonable care to see that furnishings are kept in good condition. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Maintenance needs are promptly reported.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Audio-visual and other learning tools are used and stored properly.                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- |   | S                        | ND                       | NI                       | NA                       |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 4. Students are guided in sharing the responsibility to care for furnishings and equipment. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**OBSERVATIONS LEADING TO JUDGMENT:** \_\_\_\_\_

---

- C. DISCIPLINE**
- |  |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. The teacher promotes a friendly environment which is conducive to learning.       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Building and classroom rules are made known to the students.                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Breaches of discipline are handled according to the district and building policy. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Students are dealt with in a fair and consistent manner.                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**OBSERVATIONS LEADING TO JUDGMENT:** \_\_\_\_\_

---

### III. RELATIONSHIPS

- A. SELF-RELATIONSHIPS**
- |   |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. Exhibits a positive attitude.                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Exercises initiative.                                      | <input type="checkbox"/> | <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"/> | <input type="checkbox"/> |
| 4. Seeks out new ideas.                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is open minded.  | <input type="checkbox"/> | <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"/> | <input type="checkbox"/> |
| 7. Implements suggestions in a professional manner.           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**OBSERVATIONS LEADING TO JUDGMENT:** \_\_\_\_\_

---

		S	ND	NI	NA
<b>B.</b>	<b>INTERPERSONAL RELATIONSHIPS</b>				
1.	Relationships with students, colleagues, and parents are honest and forthright.	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>
3.	Shows consistent interest in students' academic and social growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Identifies problems needing special assistance, informs parents/guardians of those problems, 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"/>	<input type="checkbox"/>

**OBSERVATIONS LEADING TO JUDGMENT:** \_\_\_\_\_

<b>C.</b>	<b>INSTITUTIONAL RELATIONSHIPS</b>				
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"/>	<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"/>	<input type="checkbox"/>
3.	Observes district and building rules, administrative regulations, agreements, and policies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Reports and records are accurately kept and promptly turned in when requested.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**OBSERVATIONS LEADING TO JUDGMENT:** \_\_\_\_\_

<b>D.</b>	<b>EMPLOYEE RESPONSIBILITIES</b>				
1.	Adheres to required time schedule:				
	a) School	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) Classroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Demonstrates good pattern of attendance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Attends required staff meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Attends required after-hours responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**SUMMARY**

**EVALUATOR'S NARRATIVE REMARKS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluator's Signature \_\_\_\_\_

Date: \_\_\_\_\_

Teacher's Signature \_\_\_\_\_  
(Teacher signature indicates receipt only.)

Date: \_\_\_\_\_

c: Personnel File  
Administrator  
Teacher

Forms\Sch-D2.PM5



**Lakeview Public Schools  
Record of Tenure Observation  
Article IX  
Schedule D-3**

Date: \_\_\_\_\_

In compliance with The Michigan Teacher Tenure Act, I have observed  
\_\_\_\_\_, a tenured teacher at  
\_\_\_\_\_ School.

**First Semester Observation**

Date: \_\_\_\_\_ Time: from \_\_\_\_\_ to \_\_\_\_\_

**Second Semester Observation**

Date: \_\_\_\_\_ Time: from \_\_\_\_\_ to \_\_\_\_\_

- *Observations must be 60 days apart*

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Title

c: Personnel File (*Blue*)  
Administrator  
Teacher

Forms\Sch-D3.PM5



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

**Self Directed Model  
3 Year Form**

**Name:** \_\_\_\_\_ **School year:** \_\_\_\_\_

**Building:** \_\_\_\_\_ **Assignment:** \_\_\_\_\_

**Designated Administrator:** \_\_\_\_\_

**1. GOALS** **Date:** \_\_\_\_\_  
(no later than October 10)  
(Attach written statement of goals)

Teacher Initials \_\_\_\_\_

Designated Administrator: \_\_\_\_\_

**2. INITIAL CONFERENCE** **Date held:** \_\_\_\_\_  
(no later than October 25)

(For the goals, attach a specific statement which details the following:  
expected outcomes, steps/actions to be taken, criteria for measurement of  
achievement, and any subsequent assistance needed.)

Teacher Initials \_\_\_\_\_

Designated Administrator: \_\_\_\_\_

**3. INTERIM CONFERENCE** **Date held:** \_\_\_\_\_  
(no later than February 10)

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

(Or attach summation of conference/progress)

Teacher Initials \_\_\_\_\_

Designated Administrator: \_\_\_\_\_

4. **1st YEARLY REPORT ON GOAL ATTAINMENT:** (no later than April 10) (In writing, submitted by teacher. Attach to this form.)

Date submitted \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Designated Administrator initials \_\_\_\_\_

5. **YEAR END CONFERENCE:** (no later than May 10) (Optional)

Date \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Designated Administrator initials \_\_\_\_\_

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6. **2nd YEARLY REPORT ON GOAL ATTAINMENT:** (no later than April 10) (In writing, submitted by teacher. Attach to this form.)

Date submitted \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Designated Administrator initials \_\_\_\_\_

7. **YEAR END CONFERENCE:** (no later than May 10) (Optional)

Date \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Designated Administrator initials \_\_\_\_\_

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8. **3rd YEARLY REPORT ON GOAL ATTAINMENT:** (no later than April 10) (In writing, submitted by teacher. Attach to this form.)

Date submitted \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Designated Administrator initials \_\_\_\_\_

9. **YEAR END CONFERENCE:** (no later than May 10) (Optional)

Date \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Designated Administrator initials \_\_\_\_\_

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**This teacher has completed the three (3) year self-directed model.**

Designated Administrator Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Date \_\_\_\_\_

c: Personnel File, Administrator, Teacher  
Form\Sch-D4

**Lakeview Public Schools  
Professional Development Program  
Article X  
Schedule D-5**

**Guided Model  
Needs Direction  
1 Year (at least 2 observations)**

**Name:** \_\_\_\_\_

**School year:** \_\_\_\_\_

**Building:** \_\_\_\_\_

**Assignment:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**1. AREAS OF CONCERN (up to 2)**  
(Attach written statement)

**Date:** \_\_\_\_\_  
(no later than October 10)

**Teacher Initials** \_\_\_\_\_

**Evaluator's Initials:** \_\_\_\_\_

**2. INITIAL CONFERENCE AND GOAL DEVELOPMENT**

**Date held:** \_\_\_\_\_  
(no later than October 25)

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

**Teacher Initials** \_\_\_\_\_

**Evaluator's Initials:** \_\_\_\_\_

**3. INTERIM CONFERENCE**

**Date held:** \_\_\_\_\_  
(no later than February 10)

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

(Or attach summation of conference/progress)

**Teacher Initials** \_\_\_\_\_

**Evaluator's Initials:** \_\_\_\_\_

4. **YEARLY REPORT ON GOAL ATTAINMENT:** (no later than April 10) (In writing, submitted by teacher. Attach to this form.)

Date submitted \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Evaluator's Initials \_\_\_\_\_

5. **YEAR END CONFERENCE:** (no later than May 10)

Date \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Evaluator's Initials \_\_\_\_\_

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Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

6. **Summary of Performance** (no later than June 1) To be completed by evaluator. Attach narrative as necessary.

1. Observation date: \_\_\_\_\_ (No later than November 15)

Comment: \_\_\_\_\_  
\_\_\_\_\_

2. Observation date: \_\_\_\_\_ (No later than March 15)

Comment: \_\_\_\_\_  
\_\_\_\_\_

c: Personnel File, Administrator, Teacher

Form\Sch-D5.PM5



**Lakeview Public Schools  
Professional Development Program  
Article X  
Schedule D-6**

**Mandated Model  
Needs Improvement**  
1 Year (at least 3 observations)

Name: \_\_\_\_\_

School year: \_\_\_\_\_

Building: \_\_\_\_\_

Assignment: \_\_\_\_\_

Evaluator: \_\_\_\_\_

**1. AREAS FOR IMPROVEMENT**  
(Attach written statement)

Date: \_\_\_\_\_  
(no later than October 10)

Teacher Initials \_\_\_\_\_

Evaluator's Initials: \_\_\_\_\_

**2. INITIAL CONFERENCE AND PLAN DEVELOPMENT**

Date held: \_\_\_\_\_  
(no later than October 25)

(The teacher and the evaluator will meet no later than October 25 for the purpose of approving a plan developed by the teacher to improve in designated areas. The teacher may seek the assistance of the evaluator or other resources in the development of the plan. The plan will include the specific outcomes expected, the actions to be taken to achieve the outcomes, the resources and assistance needed by the teacher to achieve the outcomes, and the methodology and criteria which will be used to measure the achievement of the outcomes.)

Teacher Initials \_\_\_\_\_

Evaluator's Initials: \_\_\_\_\_

**3. INTERIM CONFERENCE**

Date held: \_\_\_\_\_  
(no later than February 10)

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

(Or attach summation of conference/progress)

Teacher Initials \_\_\_\_\_

Evaluator's Initials: \_\_\_\_\_

4. **YEARLY REPORT ON IMPROVED PERFORMANCE:** (no later than April 10) (In writing, submitted by teacher. Attach to this form.)

Date submitted \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Evaluator's Initials \_\_\_\_\_

5. **YEAR END CONFERENCE:** (no later than May 10)

Date \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Evaluator's Initials \_\_\_\_\_

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

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

6. **Summary of Performance** To be completed by evaluator. Attach narrative as necessary.

1. Observation date: \_\_\_\_\_ (no later than November 15)

Comment: \_\_\_\_\_  
\_\_\_\_\_

2. Observation date: \_\_\_\_\_ (no later than January 30)

Comment: \_\_\_\_\_  
\_\_\_\_\_

3. Observation date: \_\_\_\_\_ (no later than March 15)

Comment: \_\_\_\_\_  
\_\_\_\_\_

c: Personnel File, Administrator, Teacher

Form\Sch-D6.PM5

**Lakeview Public Schools  
Observation Form  
Article IX  
Schedule D-7**

\_\_\_\_\_ **Teacher's Name**

\_\_\_\_\_ **Time**

\_\_\_\_\_ **Date**

**Comments** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Observer's Name** \_\_\_\_\_

**Teacher's signature** \_\_\_\_\_  
**(Teacher's signature indicates receipt only)**

**Title** \_\_\_\_\_

- c: Personnel File *(Yellow)*
- Administrator
- Teacher

Forms\Sch-D7.PM5



**Lakeview Public Schools  
Professional Development Program  
Schedule D-8**

**PROBATIONARY TEACHER  
Individual Development Plan  
Needs Direction**

**Name:** \_\_\_\_\_

**School year:** \_\_\_\_\_

**Building:** \_\_\_\_\_

**Assignment:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

- 1. GOALS (no more than 2)**  
(Attach written statement)

**Date:** \_\_\_\_\_

**Teacher Initials** \_\_\_\_\_

**Evaluator's Initials:** \_\_\_\_\_

- 2. INITIAL CONFERENCE AND GOAL DEVELOPMENT**

**Date held:** \_\_\_\_\_

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

**Teacher Initials** \_\_\_\_\_

**Evaluator's Initials:** \_\_\_\_\_

- 3. INTERIM CONFERENCE**

**Date held:** \_\_\_\_\_

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

(Or attach summation of conference/progress)

**Teacher Initials** \_\_\_\_\_

**Evaluator's Initials:** \_\_\_\_\_

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

Date submitted \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Designated Administrator initials \_\_\_\_\_

---

5. **YEAR END CONFERENCE:**

Date \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Designated Administrator initials \_\_\_\_\_

---

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

Date submitted \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Designated Administrator initials \_\_\_\_\_

---

7. **YEAR END CONFERENCE:**

Date \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Designated Administrator initials \_\_\_\_\_

---

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

Date submitted \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Designated Administrator initials \_\_\_\_\_

---

9. **YEAR END CONFERENCE:**

Date \_\_\_\_\_

Teacher Initials \_\_\_\_\_

Designated Administrator initials \_\_\_\_\_

---

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

c: Personnel File, Administrator, Teacher  
Form\Sch-D8.PM5

Lakeview Public Schools  
STAFFING  
Article VI  
Schedule D-9

**ASSIGNMENT NOTIFICATION FORM**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

YOUR ASSIGNMENT FOR THE NEXT SCHOOL YEAR WILL BE

Elementary (Grade Level)    Secondary (Specific Classes)

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

- Yes      This is a forced transfer.  
 No

\_\_\_\_\_  
Principal's Signature

-----  
**TO BE RETURNED TO THE PRINCIPAL WITHIN FIVE (5) DAYS**

Assignment Notification received by: \_\_\_\_\_  
Teacher's Signature

Date: \_\_\_\_\_

- Yes      This is a forced transfer  
 No

c: Personnel File (White)  
Administrator  
Teacher  
Forms\Sch-D9.PM5





**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

**LETTER OF AGREEMENT  
BETWEEN  
LAKEVIEW BOARD OF EDUCATION**

**AND**

**MEA-NEA LOCAL 1, LAKEVIEW**

The parties recognize that fringe benefit costs continue to rise and that there may be acceptable alternatives to the current carrier(s) specified in the Master Agreement. The parties, therefore, agree to form a joint study committee to gather information for the purpose of comparing the coverage of different carriers with the coverage offered by the current carrier.

Further, the committee will gather quotes from the alternate and current carriers to determine the current applicable rates.

The committee will prepare a joint report of their findings and submit the report to the Board and to the Association without recommendations.

For the Board

For the Association

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF AGREEMENT  
BETWEEN  
LAKEVIEW BOARD OF EDUCATION**

**AND**

**MEA-NEA LOCAL 1, LAKEVIEW**

The Board and the Association agree that the forms shall be developed within two weeks for the implementation of the teacher assignment, evaluation, and professional development articles.

For the Board

\_\_\_\_\_

For the Association

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

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

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

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

For the Board

For the Association

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF AGREEMENT  
BETWEEN  
LAKEVIEW BOARD OF EDUCATION**

**AND**

**MEA-NEA LOCAL 1, LAKEVIEW**

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

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

FOR THE BOARD:

FOR THE ASSOCIATION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE:

DATE:

\_\_\_\_\_

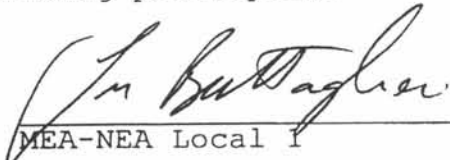
\_\_\_\_\_

LETTER OF AGREEMENT  
BETWEEN  
LAKEVIEW PUBLIC SCHOOLS  
AND  
MEA-NEA LOCAL 1, LAKEVIEW

The portion of the current positions of the permanent substitutes at Lakeview High School and Jefferson Middle School for which the substitutes are responsible for conducting classes to release regular teachers to perform LEAP training will be acknowledged as MEA-NEA Local 1, Lakeview bargaining unit work effective October 31, 1997.

At that time, the Lakeview Administration may choose to continue the current substitutes in those positions as bargaining unit members or post those positions for new applicants as part-time positions within the bargaining unit. Seniority will begin on the first day as a bargaining unit member. As of October 31, 1997, all rights of the bargaining unit will be afforded to the bargaining unit members in those positions. The bargaining unit members' duties and responsibilities for the remaining portion of the day will be determined by their building principals.

  
Superintendent

  
MEA-NEA Local 1

  
Association President

10/30/97  
Date

10-30-97  
Date

**MEMORANDUM OF UNDERSTANDING  
VOLUNTARY SEVERANCE INCENTIVE PROGRAM  
BETWEEN  
LAKEVIEW PUBLIC SCHOOLS  
AND  
MEA/NEA LOCAL 1, LAKEVIEW**

The undersigned parties do hereby understand and agree that the Lakeview Public Schools will offer a Voluntary Severance Incentive Program (SIP) to its employees who are members of the MEA/NEA Local 1 bargaining unit. The essential terms and conditions of the SIP will be as follows:

1. Bargaining unit members to be eligible for the Severance Incentive Program (SIP) must have been paid based on Step (10) of the salary schedule during the 1997-98 school year, as set forth within the currently effective collective bargaining agreement between the Lakeview Public Schools and the MEA/NEA Local 1.
2. Bargaining unit members, to be eligible, must irrevocably and voluntarily tender their resignation from any and all employment with the Lakeview Public School no earlier January 1, 1998, and no later than April 10, 1998 (forty-five (45) calendar days after the SIP is ratified by both parties on or before February 24, 1998 and is made available), effective no earlier than June 30, 1998, and no later than August 1, 1998, and execute the Severance Agreement and General Release (including the resignation) prepared by the School District.
3. The SIP benefit shall be in addition to any other payment or benefit for which the employee is presently eligible or he /she would have been eligible for if notification had been provided prior to February 15, 1998 in connection with retirement, resignation or other termination of employment per the effective collective bargaining agreement, policy of the Board of Education, or other source.
4. Each eligible employee must, at the time he/she executes the Severance Agreement and General Release, select and designate one of the following schedules for payment of the SIP:

**OPTION 1**

A single gross lump sum of \$23,000 to be paid at a date on or before July 24, 1998 designated by the employer, not earlier than seven (7) calendar days following the employee's execution and the Lakeview Public Schools' receipt of the Severance Agreement and General Release.

OPTION 2

A single gross lump sum of \$23,000 to be paid at the first regular payroll occurring in the month of January 1999, or

OPTION 3

A first gross lump sum of \$11,500 to be paid at a date on or before July 24, 1998 designated by the employer, not earlier than seven (7) calendar days following the employee's execution and the Lakeview Public Schools' receipt of the Severance Agreement and General Release. A second gross lump sum \$11,500 to be paid the first regular payroll occurring in the month of January 1999.

All payments, regardless of the option selection, are subject to legally required withholding and payroll deductions.

5. In consideration of the benefits provided to its members within the SIP, the MEA/NEA Local 1 agrees that the existing collective bargaining agreement between it and the Lakeview Public Schools shall, and hereby is, amended to provide a zero step (0) to the salary schedule, effective July 1, 1998, containing the following salaries:

B.A.	M.A.	M.A. + 15	M.A. + 30	Ph.D.
\$29,445	\$33,875	\$34,263	\$34,913	\$35,822

LAKEVIEW PUBLIC SCHOOLS

*[Signature]*  
By:

Dated: Feb 25, 1998

MEA/NEA LOCAL 1

*[Signature]*  
By:

Dated: February 25, 1998

*[Signature]*  
By:

Dated: February 25, 1998



