

**A G R E E M E N T**

**between**

**LakeVille Community Schools**

**and**

**LakeVille Education Association**

**2005-2008**

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**WITNESSETH**

1. **WHEREAS**, the Board and the Association recognize the importance of schools as agencies for the preservation and extension of our democracy, and
2. **WHEREAS**, the parties to the Agreement have a common goal of providing a quality education for all children; and
3. **WHEREAS**, 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, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils; and
4. **WHEREAS**, the Board and the Association are mutually committed to the human rights and dignities of all, and to policies and programs of racial integration and desegregation as being necessary to good education, good management, and good government; and
5. **WHEREAS**, it is the mutual responsibility of all members of the LakeVille School System to insure that good order and discipline are maintained throughout the System and that the classroom teacher is fully supported in all reasonable measures taken by him to maintain and effectuate good order and discipline in his/her classroom; and
6. **WHEREAS**, the success of the LakeVille educational program is mutually dependent upon the knowledge, skill and creative ability of teachers, and the effective administration of the supporting services; and
7. **WHEREAS**, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and
8. **WHEREAS**, to obtain this goal, it is imperative that there be understanding and cooperation between the teachers in the classroom and the Board, which is responsible for the operation of the school system; and
9. **WHEREAS**, the parties of this Agreement believe that the best interests of public education will be served by establishing procedures to negotiate with teacher representatives pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to hours, wages, terms, conditions of employment and on matters of common concern and to provide orderly channels for appeals should any differences not be resolved; and
10. **WHEREAS**, the Association has been duly selected by a majority of teachers as the exclusive representative of teachers for the purposes of dealing with the Board on matters of teacher concern; and
11. **WHEREAS**; the masculine pronoun is used throughout this contract in the generic sense and refers to both feminine and masculine antecedents; and
12. **WHEREAS**, the parties desire to incorporate such agreements into a formal contract, and believe that such action is in the best interests of the school system and teachers;

**THEREFORE**, in consideration of the following and mutual covenants, it is hereby agreed as follows:

**LAKEVILLE BOARD OF EDUCATION  
AND  
LAKEVILLE EDUCATION ASSOCIATION AGREEMENT**

This Agreement entered into this Sixth day of July, 2005., by and between the Board of Education of Lakeville School District of Otisville, Michigan, hereinafter called the "Board", and Lakeville Education Association, hereinafter called the "Association".

**ARTICLE 1**

**Recognition**

- 1.1 The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Act of 1965, for all certified, state certified, or state approved professional personnel, hereinafter known as "teacher", who require such certification or approval for the position. Any employee whose duties are directly associated with the delivery of special education or related services to schools in the District, who is not expressly excluded from the Agreement because of his/her administrative responsibilities, shall be considered a member of the Association. Registered nurses, employed by the school, shall be considered a member of the Association. Day-to-day substitute teachers are not to be considered as members of the Association. Certified teachers employed under a written or an oral contract, who are scheduled to report to work each scheduled day during the school year, and are assigned substitute teaching duties (permanent substitute teachers), shall be considered members of the Association.
- 1.2 The Board agrees not to negotiate, during the term of the Agreement, with any teachers' organization other than that designated as the representative, pursuant to Act 379 of the Michigan Public Acts of 1965.
- 1.3 This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms.
- 1.4 In the event consolidation or annexation with other school districts is considered, the obligations of this contract shall be transferred to any successor school district for the life of the contract. The Board will make every effort to protect the job rights of teachers and will involve Association representatives in all discussions concerning annexation or consolidation.
- 1.5 When a reference is made to a representative of the Association in this Agreement, it shall mean an officer of the Association, a building representative, or any other person designated by the Association President. The Association President shall provide, in writing, a listing of the official representatives of the Association to the Superintendent no later than thirty (30) calendar days after the effective date of this Agreement. Changes in representatives shall be provided by the Association President to the Superintendent within ten (10) calendar days after the change has become effective.

**ARTICLE 2**

**Board Rights and Responsibilities**

- 2.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, except by the specific and express terms of this agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting, the generality of the foregoing, the right:

To the executive management and administrative control of the school system including but not limited to facility usage, curriculum and instruction and all related matters such as professional staff assignments and responsibilities in accordance with all legal requirements. The Board and/or its' designee shall be the sole judge of qualifications based upon the Highly Qualified Criteria.

**ARTICLE 3**  
**Association and Teacher Rights and Responsibilities**

**3.1 Association Rights:**

- A. The Association and its agents shall have the rights, subject to the scheduling of the building principal, and providing the Association assumes all expenses incidental to such use, such as supplies consumed and long distance telephone calls, to use school building facilities before or after regular class hours for meetings, but, not conduct full staff Association meetings during lunch time.
- B. The Association shall have a maximum of twenty (20) days of released time without loss of pay for officers, delegates, committee chairmen, and/or members to take part in business, which pertains to the Association. The Association will provide at least five (5) days prior notification, and no request from an individual, excluding the President or a member serving in a State or National Association leadership role, shall exceed five (5) days per school year. The Association shall pay for the cost of substitutes needed to provide this released time.
- C. The Association President shall receive a copy of the minutes of the last regular Board meeting. The Association President shall have a hand-delivered copy of the Board Agenda placed in his/her mailbox on the same day it is hand-delivered to Board members. If the agenda is mailed to Board members, the agenda will also be mailed to the President. A designated representative from each building shall receive a copy of the agenda for the coming meeting during the school year.
- D. Bulletin boards and other established media of communication shall be made available to the Association and its members.

**3.2 Teacher Rights**

- A. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board or its designee.  
The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or association with the activities of any employee organization.
- B.
  - 1. Each teacher shall have the right, upon request and by appointment, to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher for such review. A Board representative may be present at such review. The official personnel file shall be maintained at the Superintendent's office and teachers shall have the rights to a copy of any materials included in such file.
  - 2. All materials of reference to a teacher's ability, performance, or personal characteristics that are not the result of an official evaluation or disciplinary action carried out according to contractual procedures shall not be included in a personnel file.
  - 3. Commendatory, payroll and certification materials shall be exempt from exclusion in this section of the Master Agreement.
  - 4. All materials presently in personnel files that are not the result of the above-cited procedures shall be removed.
  - 5. The teacher shall be provided with a signed copy of all materials not related to payroll and certification that are to be placed in the personnel file.
  - 6. A teacher may submit a written request to the Superintendent to remove materials related to formal disciplinary action or adverse evaluations after an extended period of time. Said materials may be removed if the Superintendent deems retention of such records as unjust.
- C. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.

D. Because of rulings by the Teachers' Tenure Commission, individuals employed in non-classroom, non-administrative positions, such as counselors, may attain "Tenure in Position". Acquisition of "Tenure in Position" could, in the appropriate circumstances, interfere with the normal operation of lay-off/recall and transfer provisions of the collective bargaining agreement.

Therefore, a bargaining unit member who is placed in a position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract, but shall be deemed to have continuing tenure as an active classroom teacher.

This provision shall not supersede the conditions specified in Article 10.2.

#### **ARTICLE 4** **Professional Negotiations**

##### **4.1 Procedure**

A. Not later than April 1<sup>st</sup> of the calendar year in which this Agreement expires, the Board or its designee agrees to negotiate with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiation will include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board or its designee and the Association.

B. During negotiations, the Board or its designee and the Association will present relevant data, exchange points of view and make proposals and counterproposals. The Board or its designee agrees to furnish to the Association, in response to reasonable requests, available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits, names, addresses, seniority and experience credit of all Association members, compensation paid thereto and education background, budgetary information and allocations, census and membership data, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of bargaining unit members. Either party may, if so desired, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

4.2 This Agreement incorporates the entire understanding of the parties on all issues which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

4.3 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 majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all the 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.

4.4 This Agreement may not be modified in whole or in part by the parties, except by an instrument in writing, duly executed by both parties.

4.5 There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the Board and one (1) by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Board. In addition, the Board or its designee shall provide the Association fifty (50) copies of the Agreement without charge to the Association. If a discrepancy is found between the printed contract and the signed, tentative agreement, then the signed, tentative agreement shall take precedence.

**ARTICLE 5**  
**Protection of Teachers**

- 5.1 Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board or its designee recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline during instances where students of the LakeVille Schools may be supervised by a teacher of the LakeVille Schools.
- 5.2 The Administration shall distribute rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students to all students and teachers, as well as publish such rules and regulations at the commencement of each school year.
- 5.3 Any case of assault concerning a teacher in connection with the performance of his/her duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- 5.4 Legal fees incurred by the Board and/or time lost by a teacher while employed by the Board in connection with any incident mentioned in Section 5.3 shall not be charged against the teacher unless proven guilty of knowingly and willfully acting in an illegal manner by a court of competent jurisdiction.
- 5.5 No teacher shall be disciplined, reprimanded, reduced in compensation, or reduced in rank without Just Cause and due process protection.
- 5.6 The specific grounds forming the basis for disciplinary action will be made available to the teacher, in writing, within four working days of the decision to take disciplinary action.
- 5.7 Any such discipline or any such reduction in compensation or advantage asserted by the Board or any agent or representative thereof, shall be subject to the professional grievance procedure set forth in this contract.
- 5.8 A teacher shall be entitled to have present the teacher's building representative or an officer of the Association, during any meeting which may or will lead to reprimand, warning or disciplinary action of any kind by the Board or its designee. When a request for such representation is made, no further action shall be taken, with respect to the teacher until such representation is present. However, every attempt shall be made on the part of both parties to conduct such a meeting within one working day, following the request for representation.
- 5.9 When a disciplinary action is to be taken, the teacher shall be advised by the Administration of his/ her right to representation hereunder prior to the taking of any action whatsoever.
- 5.10 The Board or its designee agrees to follow a policy of progressive discipline, which minimally includes verbal warning, then written warning, reprimand, suspension with pay, with discharge as a final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates such action. The progressive steps may be altered, dependent upon the seriousness of the nature of the incident.
- 5.11 Any complaint made against a teacher by any parent, student, or other person, will be promptly called to the attention of the teacher, regardless of whether or not it is to be made a part of the teacher's record. Every effort will be made to inform the teacher within 24 hours as to the nature of the complaint.
- 5.12 It is recognized that the factors of frequent changes of assignment outside the teacher's area or preparation, large numbers of students identified as having learning or behavioral problems (as identified by behavioral or psychological tests, anecdotal records and/or observations of teachers, administrators, and other school personnel), large classes, or poorly equipped teacher environments may effect the teaching/learning process. The Board or its designee shall endeavor to control these factors within its scheduling, staffing, and financial limitations.
- 5.13 No polygraph or lie detector device shall be used by the school district in any investigation of any teacher.

**ARTICLE 6**  
**Association Fees and Deductions**

- 6.1 Within thirty (30) days of beginning of their employment hereunder, teachers may sign and deliver to the Board, an assignment authorizing deduction of membership dues of assessment of the Association. Such sum shall be deducted as dues from the regular salaries of these teachers and remitted not less frequently than monthly to the Association.

It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessment of the Association, which sum shall be forwarded to the Association. The procedure in all cases of discharged for violation of this Article shall be as follows:

- A. 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 further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.
- B. If the teacher fails to comply, the Association shall file charges, in writing, with the Board and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service thereof shall be attached to said charge. The Board, upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn.

However, if by the end of the semester the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teachers' services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction. Failure to so make such payment and thereafter to make payments as may legally be required shall subject such person to loss of employment as specified in this Article.

- 6.2 The Association agrees to assume the legal defenses of any suit or action against the Board regarding this Article of the Agreement. The Association further agrees to indemnify the Board for any cost or damages which may be assessed the Board as a result of said suit or action, subject however, to the following conditions:

- A. The damages have not resulted from the negligence, misfeasance of the Board or its agents.
- B. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
- C. The Association has the right to choose the legal counsel to defend any said suit or action.
- D. The Association has the right to compromise or settle any claim made against the Board under this section.

- 6.3 The intent of the Association for procedures regarding the payroll deduction of dues from members and the payment of these deductions to the Association is as follows:

- A. Association dues will be deducted in eighteen (18) equal deductions beginning with the second pay period of the school year.
- B. The Board will pay to the Association at the end of each month the amount of dues deducted during the month.
- C. All new members' dues coming under payroll deductions after the second pay period will have their dues deducted at the same deduction rate as all other members.
- D. All deductions will stop when the salary payments for an individual member stops due to termination of service or the expiration of paid sick leave. Further, the final pay of the individual who has terminated service before the end of the school year will have his/her final dues deductions pro-rated to reflect the percent of the year worked to equal the percent of the total years' dues paid.

- E. Agency shop fees will be collected 100% from non-members and the business office will be notified as to procedure in each instance.
- F. The business office will report with each payment of dues to the Association, the number of members for which deductions were made and any variations necessitated under the above procedure.

**ARTICLE 7**  
**Teaching Loads and Assignments**

- 7.1 Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. Teachers in grades 7-12 shall not be assigned, except for good cause, more than three different preparations of lessons per day, with the teacher being compensated at a rate specified in Schedule B. A preparation shall constitute the preparing of a lesson for different levels of a subject or for different subjects. This section may be modified by mutual agreement of all parties involved. THE BOARD OF EDUCATION AND THE ASSOCIATION ACKNOWLEDGE THAT A TEACHER WHO IS REQUIRED AS OF THE END OF THE 2005-2006 SCHOOL YEAR BY THE ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) TO BE "HIGHLY QUALIFIED" FOR HIS/HER TEACHING ASSIGNMENT AND IS NOT "HIGHLY QUALIFIED" FOR HIS/HER TEACHING ASSIGNMENT SHALL BE GRANTED THE FIRST VACANCY HE/SHE APPLIES FOR PROVIDED HE/SHE IS "HIGHLY QUALIFIED" FOR THE VACANCY. THEY FURTHER AGREE THAT IF THERE IS NO VACANCY FOR WHICH SAID TEACHER IS "HIGHLY QUALIFIED" THAT SAID TEACHER SHALL BE TREATED UNDER THE PROVISION OF ARTICLE 12 – PERSONNEL REDUCTION AND RECALL AS IF HIS/HER CURRENT POSITION HAD BEEN ELIMINATED. (\*\*ALL REFERENCES TO "HIGHLY QUALIFIED" ARE IN ACCORDANCE WITH THE NO CHILD LEFT BEHIND (NCLB) ESEA.)
- 7.2 Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary grades will be notified and consulted by their principal as soon as practicable and when possible, prior to June 1<sup>st</sup>. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary, elementary schoolteachers to different grade levels.
- 7.3 Teachers new to the Lakeville School District may be required, at no extra compensation, to report to work one (1) day prior to the reporting date for returning teachers for the purpose of orientation.
- 7.4 A. Teachers will be free from student supervision, extensive staff meetings, and teaching duties so that they may evaluate and record progress of students on record days and during periods of parent/teacher conferences. Teachers shall be required to participate in parent/teacher conferences, open house or orientation with no additional compensatory time as per the negotiated calendar. Such conference, open houses or orientations shall be mutually planned by Administration and building staff. Teachers with conflicting commitments may arrange for alternative timing with the building administrators.
  - B. 1. In the event that a kindergarten teacher shall request work relief for doing records, such will be provided by means of voluntary assistance or clerical help.
  - 2. It is recognized that kindergarten teachers have two sections daily, and consequently, need twice the amount of time for conferring with parents. In recognition of the above, it will be a District practice to provide substitute teachers to release kindergarten teachers from their classroom teaching responsibilities for up to an additional (1-1/2) one and one-half days for this purpose.
- 7.5 It is hereby agreed that counselors, librarians, cooperative and vocational coordinators may be required to begin their work year before the school year starts and work after the school year ends. When mutually agreed to by the teachers, building administrator, and approved by the Superintendent, all additional days will be paid at the rate specified in Article 20, 1C2.
- 7.6 The Administrator(s) of each building may, at the beginning of each school year, designate head teachers who shall be authorized to act for the Administration when such administrator is unavoidably absent from the building and unable to act, should the immediate need arise. The teacher must provide, in writing, his/her acceptance of the appointment. The name of the head teacher(s) and his/her duties shall be provided, in writing, to the staff. If the teacher(s) liability insurance will not cover him/ her acting in an administrative capacity, the Board or its designee shall obtain insurance coverage specifically covering the teacher acting in an administrative capacity during the absence of the administrator. Head teachers shall be compensated as set forth in Schedule B. The administrator will provide, where possible, reasonable advance notification of absence. Head teacher(s) may not evaluate or discipline teachers.

**ARTICLE 8**  
**Teaching Day and Hours**

8.1 The Elementary and Secondary hours will be:

**A. Elementary teachers**

1. Reporting time: ALL teachers will report fifteen (15) minutes prior to the start of class as previously agreed. Ten minutes before the start of class will be primarily supervision time. It is understood that not all teachers may be available on any given day because of other professional responsibilities. However, rooms must be available to students with teacher supervision in the general area when necessary.
2. Departure Time: Teachers will remain on duty until ten (10) minutes after students depart.
3. Work Year and Work Week: The teacher's work year is 186 days, as reflected in the negotiated calendar. The teacher's work week will reflect the state mandated student hours (to be mutually agreed upon by the LEA and the LakeVille Board of Education).
4. Student Instructional Time: Student instructional time in a normal week will reflect the state mandated student hours (to be mutually agreed upon by the LEA and the LakeVille Board of Education).
5. Preparation Time: Teachers shall have 3 hours and 45 minutes prep time weekly in a normal week.
6. Teacher Work Block: Teachers shall be involved in committee work, school improvement team work, curriculum work, planning work, or other district building-assigned professional development or committee work as a group one day per month, up to 51 hours of professional development.
7. Lunch Time: Teachers shall have a thirty (30) minute, duty-free, lunch.
8. Recess Time: Teachers shall have one fifteen (15) minute, duty-free recess on a daily basis.

**B. Secondary Teaching Day**

1. Reporting Time: Teachers are to be on duty fifteen (15) minutes before the start of class. It is understood that not all teachers may be available on any given day because of other professional responsibilities. However, rooms must be available to students with teacher supervision in the general area when necessary.
2. Departure Time: Teachers will remain on duty until the (10) minutes after students depart.
3. Work Year and Work Week: The teacher's work year is 186 days, as reflected in the negotiated calendar. The teacher's work week will reflect the state mandated student hours (to be mutually agreed upon by the LEA and the LakeVille Board of Education).
4. Student Instructional Time: Student instructional time in a normal week will reflect the state mandated student hours (to be mutually agreed upon by the LEA and the LakeVille Board of Education).
5. Preparation Time and Load: Teachers shall have the equivalent of five unassigned preparation periods per week, equivalent to normal student instructional periods and shall have a normal instructional load of 25 periods a week. Under a block schedule, teachers will have the equivalent of 5 normal instructional periods weekly as an integrated preparation period, although the time may be accumulated over the block schedule. 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grades will teach 30 periods per week. . (See Appendix 5, p. 61)
6. Teacher Work Block: Teachers shall be involved in committee work, school improvement team work, curriculum work, planning work, or other district building-assigned professional development or committee work as a group one day per month, up to 51 hours of professional development.
7. Lunch Time: Secondary teachers shall have a duty-free, uninterrupted lunch period equivalent to student lunch periods.

8.2 The building principal shall have the right to require a teacher to perform additional services. In that event, said teacher will be compensated at his/her established, professional, hourly rate. The professional hourly rate of any teacher shall be determined by dividing his/her base salary as set forth in Schedule A, by 1,488 hours.

- 8.3 Necessary adjustments in the teaching day and hours may be accomplished with the mutual consent of the Association and the Board of Education.
- 8.4 Hours of kindergarten shall be fixed by the principal and, in no event, shall be longer than the other elementary teachers' hours.
- 8.5 When teachers are required to travel between buildings, time allowed for travel shall be considered as teaching or supervising time. Teachers who are required to travel between buildings as part of their regular schedule shall be expected to assume supervisory responsibilities to the same degree as all other teachers.
- 8.6 Full staff meetings should not exceed forty-five (45) minutes per week, but shall be sufficient to adequately cover the particular subject (such meetings will be called as necessary). It is recognized that any meeting important enough to be called is important for all teachers of the building, and every care should be taken by all teachers to attend. Due respect for the value of teacher planning time shall always be taken. The principal will take precaution to schedule meetings at appropriate times, taking into consideration scheduled after school events.

**ARTICLE 9**  
**Teaching Conditions**

- 9.1 The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- 9.2 Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that they will work to maintain the class sizes outlined below. Class loads shall not exceed the stated maximums. In extreme emergencies, the stated maximums may be exceeded by mutual consent of the Board representative, an Association representative, and input of the teacher involved. The overload count day will be the 11<sup>th</sup> day of each marking period.

**A. Grades Young Fives through Fifth Grade**

| <u>Grade</u>    | <u>Maximum</u> |
|-----------------|----------------|
| Young Fives     | 18             |
| KDG             | 25             |
| 1 <sup>st</sup> | 25             |
| 2 <sup>nd</sup> | 26             |
| 3 <sup>rd</sup> | 27             |
| 4 <sup>th</sup> | 28             |
| 5 <sup>th</sup> | 29             |

- 1. If the maximum class size is exceeded in grades Young Fives through fifth grade, then aide time will be provided at a rate of one hour for every student over the maximum number. The overload aide will start on the count day. The teacher will be compensated for the first 10 days of the first marking period at \$2.00 per student per day over the stated maximum.
- 2. Alternative patterns of organizing elementary classes may be explored and implemented during the life of the contract by mutual agreement of the Board of Education and the Association, with input from the teacher(s) involved.

**B. Grades six, seven and eight (See Appendix 3):**

|   |            |
|---|------------|
| Maximum class size                      | 30 pupils  |
| Maximum per day                         | 160 pupils |
| Home Economics (maximum class size)     | 26 pupils  |
| Physical Education (maximum class size) | 45 pupils  |
| Physical Education (maximum per day)    | 240 pupils |
| Study Hall (maximum class size)         | 125 pupils |
| Tech Lab (maximum class size)           | 26 pupils  |

If the maximum class size is exceeded in grades 6-12, the teacher will be paid \$2 per class hour, per student during the time period the condition exists. If the maximum student load per day is exceeded, the teacher will be paid \$2 per student, per day during the time period the condition exists. At no time shall the teacher be paid twice for the same student. (Number of overload students determined on count days will be paid for that entire marking period.)

C. **High School Class Loads:** Mathematics, Social Studies, Business Education, Computers, English 9-12 (includes Literature, Speech, Drama and Business English), Health, Life Management Skills, Drafting.

|  |            |
|--|------------|
| Maximum Class Size   | 32 pupils  |
| Maximum Per Day  | 160 pupils |
| English 9-12 (includes Literature, Speech, Drama and Business English) |            |
| English 9 and 10 Maximum Class Size                                    | 30 pupils  |
| English 11 Maximum Class Size  | 28 pupils  |
| AP Senior English Maximum Class Size                                   | 24 pupils  |

Art, Anatomy and Physiology, Biology, Reading Lab., Physical Science, General Science, Physics, Life Science

|                    |            |
|--------------------|------------|
| Maximum Class Size | 28 pupils  |
| Maximum Per Day    | 160 pupils |

Chemistry, Power Mechanics, Woods, Metals

|                    |           |
|--------------------|-----------|
| Maximum Class Size | 24 pupils |
|--------------------|-----------|

Teachers of the above classes may request, because of safety or other reasons, a re-evaluation of students so placed under Article 16 of this Agreement. Such requests will be expedited by the Administration.

**Business Area-Annex**

|  |              |
|--|--------------|
| General Classroom                          | 30 pupils    |
| Office Block Area                          | 30 pupils    |
| Keyboarding Classroom (Maximum Class Size) | 35 pupils    |
| Keyboarding I-II will have aide            | 25-35 pupils |
| Computer Applications will have aide       | 25-35 pupils |

Block programs and other state or federal reimbursed programs: The class size in subsidized vocational programs shall not exceed the number of students the facility is qualified to accommodate for reimbursement purposes in each program with equipment and room size to accommodate the number of students assigned. Aides will be provided in accordance with state administrative regulations. When any special facility is used for other than its designed or intended purpose, the number of students assigned to the room will be mutually agreed to by the Lakeville Education Association and the Lakeville Board of Education or its designee.

**Physical Education**

|                    |            |
|--------------------|------------|
| Maximum Class Size | 50 pupils  |
| Maximum Per Day    | 240 pupils |

**Driver's Education**

|                    |           |
|--------------------|-----------|
| Maximum Class Size | 36 pupils |
|--------------------|-----------|

**Study Hall**

|                                   |            |
|-----------------------------------|------------|
| *High School (Maximum Class Size) | 150 pupils |
|-----------------------------------|------------|

\*A full-time staff assistant will be provided for the High School Study Halls with a second assistant or professional assigned if the Study Hall exceeds 150 students.

D. A librarian and full-time clerk shall be provided for each 650 high school students and shall be assigned to the High School Library. One full-time clerk or a minimum combination of a half-time librarian and half-time clerk shall be assigned to the Middle School.

E. If adequate funds are available, a Librarian Media Supervisor shall be provided to the District with sufficient clerical assistance provided to permit this librarian freedom to supervise the Middle School and Elementary Schools libraries as well as the Central Instructional Materials Center. Professional vocal music, art, physical education, and library instructors shall be employed for the elementary level if sufficient funds are available. If adequate funds are available a full-time psychologist shall be employed.

- F. The above stated class sizes and supportive personnel shall be adhered to unless factors out of the Board's control, (such as loss of State Aid through executive orders of the Governor, or legislative action or loss of pupils) cause an unexpected loss of revenue after the onset of the fiscal year. In such cases, the Board or assigned designee and the Association agree to meet for the purposes of mutually exploring alterations in class size and other possible alternative solutions. Implementation of any proposed changes must be agreed to by the Association and the Board or its designee.
- G. New or existing class sizes not spelled out in the contract or classes whose curriculum is significantly changed shall have their class sizes discussed and mutually agreed to at the district P.C.C.
- H. Special education students will be equitably distributed across classes, except for classes designed specifically for special need students (*i.e.*, IIS Science, etc.) The limit for these classes will be 20 students. Any exceptions to this must be agreed to by the special education and the regular education staff involved.
- 9.3 A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Teachers and administrators shall work together cooperatively in making recommendations for the selection of such educational tools.
- B. The teachers will continue, in accordance with past practices, to help in the review and selection of all textbooks. The recommendations of the teacher committees shall be presented to the building and the District curriculum committees, and the P.C.C., prior to the Board of Education for approval.
- C. The teachers shall be consulted when any changes are to be made either in programs, texts, or curriculum. The teachers shall be allowed to make recommendations to the Board or its designee as to changes that may need to be made.
- 9.4 The Board also agrees that all teaching stations shall be maintained in such manner as to promote the health, safety, comfort and efficiency of the student and teacher, in accordance with State Regulations and Statutes such as, but not limited to, Department of Health Regulations for public school, Michigan Administrative Code, and General School Laws.
- 9.5 Teachers will assist with the collection but shall not be required nor expected to keep records or account for the collection of monies from students for lunches, milk, book rentals and fees, student pictures, nor charity drivers.
- 9.6 Under no conditions shall a teacher be required to drive a school bus.
- 9.7 The Board or its designee shall make available in each school, adequate restroom and lavatory facilities exclusively for teacher use.
- 9.8 Every reasonable active effort shall be made to provide private telephone facilities in all buildings for reasonable use by teachers. "Private" shall not exclude the use of a central switchboard.
- 9.9 Adequate parking facilities shall be made available to teachers and maintained at all times.
- 9.10 The duties of any teacher, or the responsibilities of any position in the bargaining unit will not be substantially altered, increased, or transferred other than on a short-term, temporary basis to a person not a member of the bargaining unit without prior agreement with the Association. However, if it becomes necessary, during the term of this Agreement, for the Board or its designee to assign an administrator to not more than half-time regular teaching responsibilities, such administrator(s) shall be exempt from this provision. The creation of such position shall not cause a reduction of teaching personnel in that building.
- 9.11 A teacher handbook, including a copy of all school district personnel and policies shall be distributed to all teachers within thirty (30) days from the implementation of said handbook and/or policies, any changes in said policies shall be distributed as soon as practical. In the event the provisions in the teacher handbook or policies conflict with the provisions contained in this Master Agreement, then the Master Agreement provisions shall supersede the conflicting provisions in the handbook or policies.
- 9.12 All conditions of employment, including teaching hours, duty-free periods, leaves, and general teaching conditions shall be maintained at the standards specified in the agreement.
- 9.13 Each school will elect teachers to serve on a committee to make suggestions and engage in discussions relative to the solution of school building problems, school building curriculum development, school building student discipline, school

building community relations and parent involvement in school building affairs and organizations. The responsibility of this committee will be to assist the Principal in these matters.

- 9.14 A. In the event scheduled days of instruction are not held due to severe inclement weather or an Act of God, and said days need to be rescheduled, all teachers shall be required to work these rescheduled days without additional compensation.
- B. If the school district requires teachers to report to work and the day is disallowed for State Aid; teachers will be paid for the day at their daily rate.
- C. When all or part of the school sessions for students in a building, but not the entire school operation, is canceled, teachers in that building shall not be expected to work.
- D. In the event P.A. 239, section 101(3) of 1984 is repealed, then upon repeal of said Act, when schools are closed to students due to severe inclement weather or an Act of God, teachers shall not be required to report for duty.
- E. When school is canceled, the teacher will not be charged for the day.

## **ARTICLE 10**

### **Teacher Evaluation Procedures**

- 10.1 A. **Teacher Evaluation Procedures Defined**
1. The Board or its designee and the Association mutually agree that the teacher evaluation procedures are instituted for the purpose of ascertaining, examining, and appraising the capability of a professional teacher (counselor or school nurse). To this end, it is further mutually agreed that certain practical considerations, outlined hereinafter, are prerequisites in fulfilling the teacher evaluation and objectives.
  2. Objectives: The objectives of teacher evaluation are to -
    - a. Help teachers grow in professional effectiveness and competency, thus, continually improving the instruction programs offered to students.
    - b. Serve as an objective basis for tenure recommendation, continuation of probation, or termination of contract. Teacher evaluation objectives cannot be measured responsibly unless the considerations listed hereinafter are provided.
  3. Practical Considerations for Teacher Evaluation:
    - a. **Familiarity**: The evaluator shall demonstrate a familiarity with the techniques of the teacher in a given program of instruction.
    - b. **Reasonable Objectives**: Selection of objectives definitively stated is extremely important if a teacher's performance is to improve. This requires that the evaluator and teacher shall mutually assess the teacher's present instructional skills' repertoire so that the objective selected is realistic.
    - c. Guiding the professional performance of a teacher by means of small, progressive steps may require the availability of particular instructional materials and facilities. In selecting a method of improvement, it is wise to consider such requirements. If they are deemed essential by the teacher, but are not available in the particular setting, either they must be obtained by the evaluator, or alternative goals and methods will be mutually selected.
    - d. The Board or its designee and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment. In this regard, teachers cannot be expected to be held solely responsible for the academic achievement of the pupil. Test results of academic progress of students shall not be used as evaluation of a teacher's effectiveness.
    - e. The appropriate Association representative and the evaluator may mutually designate an experienced, consenting tenure teacher to assist the non-tenure teacher in developing professional competencies and effectiveness or to assist a tenure teacher placed upon a "program of assistance." The performance of a tenure teacher serving in such capacity shall not be used in any way as evaluative of the said teacher's professional service or fitness for retention.

- f. All observations, evaluation, plans for improvement, and programs of assistance shall be fully reduced to writing, with copies given to the teacher.
- g. An evaluation report must be a written summary based on a minimum of one (1) classroom observation report. In addition, the evaluation report will indicate the evaluator's judgment relating to professional attitudes of the teacher toward, and relationship with, the administration, professional staff, co-workers, parents and students.
- h. Letters of clarification may refer to matters covered and conference procedures, as well as the evaluation report.

10.1 B. **Evaluation Procedure - Non-Tenure Teacher:** The probationary period for new teachers is four (4) years. All non-tenure teachers who begin teaching when school starts in the fall shall be observed and evaluated at least three (3) times each school year at intervals of not less than six (6) weeks. The first observation report and evaluation report shall be filed with the Personnel Office by November 15<sup>th</sup>. All non-tenure teachers hired after school begins in the fall will have observation reports filed with the Personnel Office no later than sixty (60) days after they begin teaching.

10.1 C. **Observations - Non-Tenure Teachers:**

1. At least one (1) school day prior to each classroom observation a conference between the evaluator and each teacher to be evaluated shall be held to establish good communication and to lay the foundation for the time of observation.
2. No observation of any teacher by any evaluator can be completed and report filed unless the teacher shall have been observed at work for a period of time that clearly demonstrates that judgment of competency can be made under the guidelines set herein.
3. At the secondary level, in no event shall the teacher be observed at work for less than one (1) full class period.
4. At elementary level, in no event shall the teacher be observed at work for less than a time of twenty (20) minutes duration, covering one (1) or more full lesson presentation.

10.1 D. **Evaluation Conferences and Reports - Non-Tenure Teachers:**

1. If weaknesses are noted in any observation report and/or evaluation report, the report will include a written definitive statement as to the needed improvement, including the setting of a reasonable period of time for the teacher to make the desired improvement.
2. The evaluator shall follow-up observations with a review conference with the teacher to be held not more than five (5) school days after the observation. At this time the teacher's strengths and weaknesses are to be discussed. Failure to hold a review conference within five (5) school days invalidates this observation from the evaluation process unless extenuating circumstances preclude meeting within five (5) school days.
3. If, at the conference weaknesses are noted and discussed, the teacher and evaluator shall develop a plan to guide and assist the teacher, which shall include specific recommendations. The plan shall be developed under the guidelines set forth in 10.1A3 of this exhibit. The teacher and evaluator may modify the procedures for overcoming difficulties contained in the report in accordance with the guidelines of 10.1A3.
4. A copy of the observation report and the evaluation report, including, if needed, the definitive statement of needed improvements, shall also be given to the teacher at the conference.
5. The teacher must sign the evaluation report, but his/her signature does not signify concurrence or approval of the evaluation.
6. The teacher may, within five (5) school days following the conference, attach a statement of reaction or clarification to the observation report and/or the evaluation report, and to the plan, if any submitted as outlined above.
7. Upon request, a teacher may have a representative of the Association and/or the designated tenure teacher present at any conference or any portion of a conference after the initial classroom observation.
8. No teacher shall receive adverse comments from an evaluator in the course of the evaluation process in the presence of any person not entitled under this procedure to be present and participating.
9. The observation report shall specifically note environmental constraints, if any, with which the teacher must deal at the time of the observation.

10. The observation report shall note particularly a case in which the teacher is given an unusual number or combination of teaching assignments or in which a teacher has been given a change in assignments frequently or only a short time before the observation.

10.1 E. **Adverse Evaluations - Non-Tenure Teachers:**

1. At Board or its designee's direction, each non-tenure teacher will be provided with a definite written statement not later than May 1<sup>st</sup> of the current school year as to whether or not his/her work has been satisfactory. Failure to submit such written statement on time shall be considered conclusive evidence that the teacher's work is satisfactory.
2. If a preliminary recommendation not to renew the contract of a non-tenure teacher, is made by an evaluator or administrator, the teacher involved shall have a hearing in accordance with the provisions which follow before the non-renewal becomes effective.
3. The teacher may request a hearing with the Superintendent or his/her designee. Such request shall be submitted within five (5) school days after the teacher receives actual notice of the recommendation. The Superintendent shall consider the matter at a hearing to be held within ten (10) school days after receiving written notification from the teacher, unless extenuating circumstances preclude meeting within ten (10) school days in the following manner.
  - A. The case for non-renewal or discharge shall be presented at this hearing and shall be based on competent witnesses and/or documentary evidence.
  - B. Teachers may be represented at the hearing by the Association and/or other persons of their choosing, and teachers and their representative may cross-examine witnesses and call witnesses on their own behalf.
  - C. The Superintendent's decision must be based on the issue presented in the written evaluation and the evidence presented at the hearing.
  - D. The record of the hearing shall be completed within five (5) school days from the hearing's completion and shall consist of summary of testimony and copies of all documents introduced as evidence or used as exhibits. Each party shall sign the record attesting to its correctness. Notice of the Superintendent's decision shall be delivered, in writing, to the teacher, in person within ten (10) school days after the hearings. The signature of the teacher on the written copy of the hearing does not signify concurrence or approval of the decision of the Superintendent's actions.
4. Within ten (10) school days after notification of the decision of the Superintendent, the teacher may notify the Board of Education, in writing, of a desire to have a hearing in accordance with the provisions which follow. Such notice shall be delivered to the office of the Superintendent.
  - A. The hearing shall be before a quorum of the Board and shall be public or private, at the teacher's option.
  - B. The hearing shall be commenced not later than fifteen (15) school days from the delivery of notice by the teacher and may be continued on reasonable grounds from time to time, but must be completed, and decision made, before non-renewal of the teacher's contract becomes effective.
  - C. The case for non-renewal or discharge shall be presented at this hearing and shall be based on competent witnesses and/or documentary evidence.
  - D. Teachers may be represented at the hearing by the Association and/or other persons of their choosing and teachers and their representatives may cross-examine witnesses and call witnesses on their own behalf.
  - E. All testimony may be taken under oath or affirmation and will be recorded by shorthand or stenotype by a qualified expert, at Board expense.
  - F. The decision must be by a majority of the membership of the Board and must be based on the issues presented in the written evaluations and the evidence presented at the hearing.
  - G. Hearing and appeal procedures outlined in this section shall not limit the right of the Board to provide such notices as may be required by law, or be construed as a waiver of any rights given by law to the Board.

10.1 F. **Evaluation Procedure - Tenure Teachers**

1. Each tenure teacher shall be observed and evaluated at least once every three (3) years.

2. Observations - Tenure Teachers:

- A. At least one (1) school day prior to each classroom observation, a conference between the evaluator and each teacher to be evaluated shall be held to establish good communication and to lay the foundation for the time of observation.
- B. No observation of any teacher by any evaluator can be completed and report filed unless the teacher shall have been observed at work for a period of time that clearly demonstrates that a judgment of competency can be made under the guidelines set herein.
- C. At the secondary level, in no event shall the teacher be observed at work for less than one (1) full class period.
- D. At the elementary level, in no event shall the teacher be observed at work for less than a time of twenty (20) minutes duration, covering one (1) or more full lesson presentation.

3. Evaluation Conferences and Reports - Tenure Teachers:

- A. If weaknesses are noted in any observation report and/or evaluation report, the report will include a written definitive statement as to the needed improvement, including the setting of a reasonable period of time for the teacher to make the desired improvement.
- B. The evaluator shall follow-up observations with a review conference with the teacher, to be held not more than five (5) school days after the observation, at which time the teacher's strengths and weaknesses are to be discussed. Failure to hold a review conference within the five (5) school days period invalidates this observation from the evaluation process unless extenuating circumstances preclude meeting within five (5) school days.
- D. If, at the conference, weaknesses are noted and discussed, the teacher and evaluator shall develop a plan to guide and assist the teacher, which shall include specific recommendations.
- D. A copy of the observation report and the evaluation report, including, if needed, the definitive statement of needed improvements, shall also be given the teacher at the conference.
- E. The teacher must sign the evaluation report, but his/her signature does not signify concurrence or approval of the evaluation.
- F. The teacher may, within five (5) school days following the conference, attach a statement of reaction or clarification to the observation report and/or the evaluation report, and to the plan, if any submitted as outlined above.
- G. Upon request, a teacher may have a representative of the Association and/or the designated tenure teacher present at any conference or any portion of a conference after the initial classroom observation.
- H. No teacher shall receive adverse comments from an evaluator in the course of the evaluation process, in the presence of any person not entitled under this provision to be present and participating.
- I. The observation report shall specifically note environmental constraints, if any, with which the teacher must deal at the time of the observation.
- J. The observation report shall note particularly, a case in which the teacher is given an unusual number or combination of teacher assignments, or in which a teacher has been given a change in assignments frequently, or only a short time before the observation.

4. Adverse Evaluations - Tenure Teachers:

- A. Tenure teachers who receive an overall unsatisfactory rating resulting from a minimum of three (3) unsatisfactory evaluations in a given year, at intervals of no less than six (6) weeks apart, shall be placed on a formal "Program of Assistance" for the ensuing school year. This program shall be developed between May 1<sup>st</sup> and May 31<sup>st</sup> in accordance with the practical considerations set forth in 10.1A3 hereof, and shall specifically identify weaknesses, plans to correct such weaknesses, a proposed calendar of conferences to monitor progress of the plan, and the specific methods of assistance to be provided to the teacher.
- B. The evaluator and teacher will first mutually agree to the methods to be followed in a program of assistance before the program is undertaken by the teacher. The evaluator and the teacher will

proceed to write a cooperative and mutual agreement regarding objectives and methods. Both parties will retain written copies.

- C. In the event a tenure teacher is not to be continued in employment, the Board or its designee will advise the teacher of the reasons thereof, in writing, and will advise the teacher of his/her rights under the Michigan Tenure Act. However, no tenure teacher shall be terminated for reasons of professional classroom incompetence before he/she has participated in the "Program of Assistance" as outlined above.
- D. Section 10.1.F4 hereof, relates directly to the established evaluation procedures, and is not intended to waive the rights given by law to the Board or its designee in other matters of teacher dismissal.

10.1 G. **General Procedures:**

- 1. Conferences in addition to those required herein, shall be held as needed in the judgment of the teacher or evaluator, for the purpose of discussing any problems and making constructive suggestions. A comprehensive report of each such conference is to be recorded, in writing, by the evaluator, with a copy given to the teacher within five (5) school days after the conference. The teacher may, within five (5) school days after receipt of the copy, attach to the original a letter of reaction and clarification.
  - 2. If there is concern by the evaluator(s) regarding the teacher's lack of professional growth, then the problem shall be promptly referred, in writing, to the Superintendent, with a copy to the affected teacher. A conference with the teacher and evaluator(s) shall be called by the Superintendent within ten (10) school days upon receipt of the written notification, unless extenuating circumstances preclude meeting within ten (10) school days. The teacher and his/her building representatives shall be notified, in writing, of the time and place of said conference at least five (5) school days prior to the conference.
  - 3. At such conference, the observations and evaluation report of the evaluator(s), together with his/her recommendations, are to be reviewed with the teacher, and the definite improvement required, together with the consequences resulting from the failures to so improve shall be discussed with the teacher. The proceedings of the conferences shall be outlined in writing in a report of each conference made by the Superintendent or his/her designee.
  - 4. One (1) copy of said report shall be given to the teacher within five (5) working days following the conference. The teacher shall have the right to attach to the report, within ten (10) school days after receipt of his/her copy, a letter of reaction and clarification. One copy of said report and letter of reaction and clarification shall be given to the teacher, one placed in the teacher's personnel file and one sent to the Superintendent.
  - 5. Teachers needing improvement shall be given an opportunity to utilize professional help so that they may attempt to rectify weaknesses. The teacher and Association may request an evaluation report, including observations, from another qualified observer during the first semester of a school year.
- 10.2 All new teachers shall be deemed to be in a period of probation for four (4) years.. Teachers with previous tenure from a Board of Education in Michigan shall serve two (2) years probation.
- 10.3 The evaluation of the performance of all teachers is the responsibility of the Administration. Professional evaluation shall be performed by the teacher's immediate supervisor who holds certification at the same level as the teacher being evaluated. Any other exceptions to this provision shall be mutually agreed upon by the Board or its designee and the Association.
- 10.4 A. Teachers who teach in more than one building will be jointly evaluated by all of their building principals with one of the administrators responsible for the written evaluation.
- B. Special Education personnel will be evaluated jointly by both their building principals and the Director of Special Education with the building principal responsible for written evaluation.
- 10.5 Classroom observation forms, evaluation report forms, and any other forms used in connection with all evaluation procedures, as well as evaluation criteria, shall be only those which shall be cooperatively developed and mutually agreed upon by the Board and the Association. **(See Page 46)**
- 10.6 All observation of the performance of any teacher shall be conducted openly and with full knowledge of the teacher. Closed circuit television, video tape, or audio systems may not be used for classroom observation without express written consent of the teacher and the Association.
- 10.7 Each evaluation report shall become part of the teacher's official personnel file.

- 10.8 The teacher may, at any stages of the procedures outlined herein, as well as following an adverse evaluation, avail him/herself of and use the grievance procedure outlined elsewhere in this Agreement, including arbitration. These shall be rights in addition to rather than exclusion of, any rights outlined in this Article, or granted by law.

**ARTICLE 11**  
**Vacancies, Promotions and Transfers**

- 11.1 A vacancy shall be defined as a newly created position within the bargaining unit or a presently unfilled position which the Board of Education is attempting to fill and is expected to last more than sixty (60) work days.

- 11.2 The Board or its designee shall keep teachers informed when vacancies occur and will consider the interest and aspirations of teachers in filling these positions. The Board or its designee will give written notice to the Association of such vacancies and post them in every school building, in lounges or on teacher bulletin boards. During the portions of the months of June, July and August that school is not in session, such notices are to be posted in the Superintendent's general office and a copy sent to each of the officers of the Association.

11.3 **Types of Vacancies:**

- A. Permanent vacancies: Permanent vacancies shall be defined as any vacancy that will exist for more than one (1) year.
- B. Temporary vacancies: Temporary vacancies shall be defined as any vacancy that will exist for one (1) year or less, but more than sixty (60) work days.
- C. Wherever qualifications are used it means Highly Qualified As Per NCLB.

- 11.4 A. Any vacancy for which Highly Qualified is required shall be processed as follows:

- 1. Permanent vacancies after the last day of the school year and prior to August 1<sup>st</sup> shall be posted. Posting dates shall be June 15<sup>th</sup>, June 30<sup>th</sup>, July 15<sup>th</sup>, and July 30<sup>th</sup>.
- 2. Permanent vacancies that occur after August 1<sup>st</sup>, and prior to the first day of school shall be filled from the first and second choices of the Preference Form. The teachers will be contacted in order of seniority. If the position is not filled internally, it then will be classified as a temporary vacancy. All persons must meet Highly Qualified Criteria as per NCLB.
- 3. All other permanent vacancies that occur during the school year may be filled on a temporary basis for the remainder of the school year, provided that professional qualifications are drawn and recorded with the Association at that time. Such positions shall be posted by June 15<sup>th</sup> for the ensuing year. The Board may choose to post any of the vacancies that occur.

B. **Temporary vacancies:**

- 1. Temporary vacancies of exactly one (1) school year in duration that occur before August 1<sup>st</sup> shall be posted (*i.e.*, sabbatical, year leave of absence, etc.).
  - 2. All other temporary vacancies may be filled on a temporary basis; however, any teacher that has been laid-off and meets the qualifications of the position shall be given the opportunity to fill this vacancy. The most senior laid-off teacher that requests the position and meets the qualifications shall be given the position.
  - 3. In the event that a temporary vacancy becomes a permanent vacancy, then 11.4A shall apply.
- C. In the event that a current staff member is given the temporary position outlined in 11.4B1, when the temporary position no longer exists, he/she shall be returned to his/her previous position.

- D. When a given vacancy is filled by a teacher presently in the system and the position vacated by the latter is also filled by a teacher presently in the system, the resulting vacancy may be staffed on a temporary basis for the remainder of the school year by the applicant not then employed as a teacher in the system; however, any teacher that has been laid-off and meets the qualifications of the position shall be given the opportunity to fill the position. The most senior, laid-off teacher that requests the position and meets the qualifications shall be given the position. Such positions shall be posted by June 1<sup>st</sup> for the ensuing year.
  - E. The Association shall be notified of appointments made. No person outside of the bargaining unit shall be appointed to a position unless there are no qualified applicants from within the bargaining unit.
- 11.5 No vacancy shall be filled, except on a temporary basis until such vacancy shall have been posted for at least five (5) school days while school is in session and ten (10) calendar days when school is not in session.
- A. The notice of vacancy shall, as far as such information is known, include specification of grade level, teacher schedule and location. The Board or its designee may establish reasonable qualifications in addition to certification in the posted notice.
  - B. If no teacher who has applied has met the posted qualifications for the position, the same qualifications shall be applied to persons from outside the bargaining unit. In the event of change of qualifications, all teacher applications will be reconsidered before consideration is given to any person applying from outside of the bargaining unit. At no time shall a person outside the bargaining unit be given the position when any teacher currently on staff that applied for the position meets the qualifications.
  - C. Any teacher may apply for a vacancy. It is recognized that in filling vacancies, the Board or its designee will be primarily concerned with providing the most competent and qualified teachers for students.
  - D. The most qualified applicant shall be awarded the position. Where the qualifications of applicants to perform the duties of the particular position are relatively equal, the applicant with the greater length of service as a teacher in the District shall be awarded the position. Refer to *12.4.B* to define relatively equal.
  - E. If no minimum qualification is stated, length of service in the District shall govern.
  - F. It is recognized that the factor of length of service is not necessarily indicative of greater qualifications, but is a method of providing an equitable priority of claim among equally qualified applicants. In no case shall such factor result in the lesser qualified current staff applicant being awarded the position.
- 11.6 Any teacher who is not selected for a position for which he/she has applied shall be informed, in writing, of the person who has been selected and may request the Personnel Office to inform him/her why another candidate was chosen and be afforded a conference. In the event that a posted position vacancy is not to be staffed, teachers responding to posting of that position will be notified.
- 11.7 Temporary teachers appointed under Section 11.4A3 and 11.4B.2 of this Article shall enjoy the same rights, privileges and responsibilities as permanent teachers, except that consideration for re-employment will occur only after permanent teachers have been given an opportunity to apply and have their applications processed, as outlined under Section 11.4 of this Article.
- 11.8 Any teacher who shall be transferred from a staff position to a supervisory or executive position, or any administrator presently on the administrative staff, who shall later be returned to teacher status, shall have the full rights of the contract. An administrator shall have the right to return to teacher status at his/her discretion, when a vacancy for which he/she is qualified exists. An administrator will be allowed to fill a bargaining unit vacancy in accordance with the same standards for filling of vacancies with bargaining unit members. In no event shall arbitrary action be taken to create an opening by discharge of an existing teacher.
- 11.9 **Transfers**
- A. Definition: For purposes of this Agreement, a transfer shall be defined as:
    1. An elementary teacher being changed to a different grade level, a different building, or a different subject area.
    2. A secondary teacher being changed to a different building or a different subject area.

3. In 1 and 2 above, the phrase, "different building" does not mean:
    - A. An elementary teacher being moved to a different building that is part of that elementary school complex.
    - B. A Middle School teacher being moved to or from a room in the sixth grade unit or the annex.
    - C. A High School teacher being moved to or from a room in the annex.
  - B. Transfers shall be made on a voluntary basis whenever possible. Involuntary transfers will be made only for good cause. Teachers shall be informed of proposed transfers at the earliest possible date. The teachers and the Association President shall receive written rationale for such change. Because all transfers are different, a commission of two principals, the Superintendent and two teachers appointed by the L.E.A. President shall review the reason, need and desirability of any involuntary transfer if requested by the potentially transferred teacher(s). This commission shall approve or disapprove the transfer before it occurs. If the transferring teacher(s) object(s), the dispute may be resolved through the grievance procedure. Every effort will be made to avoid reassigning probationary teachers to different grade levels or teaching assignment. In the event that a teacher is involuntarily transferred, at the end of that school year, he/she shall be returned to his/her previous position for the following school year if it still exists and he/she so desires. All involuntarily transferred teachers shall indicate their desire to either remain in their current assignment or return to their previous assignment by completing the *Assignment Selection Form* (see Appendix 2). Said form shall be completed before the last day of school for the school year. This form is to be returned to the Superintendent's office. It is understood that the teacher may need to be involuntarily transferred again; however, in each instance, he/she shall be returned to his/her previous position at the end of each year.
- 11.10 Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and when possible, prior to June 1<sup>st</sup>. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels.

**ARTICLE 12**  
**Personnel Reduction and Recall**

- 12.1 A. Personnel shall not be reduced, except for cogent emergencies or to provide vacancies needed for persons returning from leaves of absence in accordance with Article 17. Regular classroom teacher lay-offs shall not result from implementation of special education programs that are not state or federally mandated.
  - B. Proposed reduction in personnel shall be discussed with the Association prior to implementation. These discussions will cover, but not be limited to, the necessity of reduction, the financial situation of the school district, and educational priorities. Alternate solutions to reduction of staff will be mutually explored, and implementation of these solutions must be agreed to by the Association and the Board or its designee.
  - C. In Article 12, references to certified and qualified shall mean that the teacher will have appropriate certification in the discipline and shall be qualified by having appropriate course work and/or experience in teaching the subject. Qualified means Highly Qualified as per NCLB.
- 12.2 **Seniority List:**
- A. **Definition of Seniority:** Seniority, for all purposes under this Agreement, shall be defined as continuous, uninterrupted service measured from the first working day under contract with the District. First and foremost, seniority is accrued by the title of "teacher" and is the total district-wide status of a teacher denoting the greatest length of service in the school system. There is no seniority accrued specifically by grade level title, by department position, or by building: for example, "fourth grade teacher", "English teacher", or "Otisville teacher".
    1. All teaching for seniority purposes shall be under a *Teacher Contract of Employment*.
    2. In all leaves and in any questions involving leaves, a teacher shall be credited with a maximum of two (2) years for approved leaves in determining length of continuous service, with respect to seniority and status in the school system. (See Appendix 6)
    3. All seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause.

4. Teachers promoted to administrative positions in the Lakeville Community School District shall receive no more than one (1) years of teaching seniority that is granted to others who take voluntary leaves. (See Appendix 6)
5. A one (1) semester, full-time teacher shall accrue one (1) year seniority. A one- half (1/2) day teacher working all year shall accrue one (1) year seniority. A teacher employed less than one-half (1/2) a day or full-time for less than one (1) semester shall receive one-half (1/2) year credit for seniority purposes.

**B. Annual Seniority Procedure**

1. A seniority list prepared by the Board and verified by the Association shall be published and posted in all buildings by November 15<sup>th</sup> of each school year. The list shall include: years of continuous Lakeville service, adjusted first work day under Teacher Contract of Employment, certification endorsements, and current assignment of all teachers, including those on any leaves of absence.
    - a. If two (2) or more teachers have an identical period of continuous service, they shall be listed in order of the adjusted first work date under Teacher Contract of Employment.
    - b. If equality still exists, seniority will be determined by a lottery to be conducted by the Association. Lotteries will be held twice a year if necessary. The first lottery will be held by November 1. The second lottery will be held by March 1 for any teacher hired after the previous challenge period. The relative place of such persons on the seniority list with respect to breaking a tie will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of a drawing including the date, place and time, will be provided in writing to the Association and all affected teachers one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The president of the Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing. Within two (2) weeks of braking a tie, a revised copy of the seniority list and all subsequent updates shall be provided to the Association. Errors, omissions, additions and/or deletions in or to the list as revised will be noted and made as required to conform to this Agreement at the request of any bargaining unit member on written notice to the Association or at the request of the Association on notice to affected members.
  2. A teacher may challenge the seniority list resulting from the November 1<sup>st</sup> lottery from November 15<sup>th</sup> to November 30<sup>th</sup>. A teacher may challenge the seniority list resulting from the March 1<sup>st</sup> lottery from March 15<sup>th</sup> to March 30<sup>th</sup>. The challenge shall be made in writing to the Association President.
  3. A seniority committee will consist of two (2) negotiators, an Association officer, and the Superintendent. The Seniority Committee will meet to address the challenges. The decision of the Seniority Committee will be written and given to the challenger within three weeks. Seniority Committee decisions may be appealed to the Association Board of Directors meeting immediately following challenge period.
  4. Teachers may only challenge their seniority list placement or other information on the seniority list if a change in status has occurred.
  5. Once the appeal process has ended and the Association Board of Directors has submitted to the Superintendent its final and binding revised seniority list within the time lines specified herein, the Board shall thereafter rely on the accuracy of the list, and shall incur no liability due to its reliance on said revised seniority list.
- C. It is the responsibility of each teacher to notify the Superintendent's office, in writing, with a written copy simultaneously provided to the Association President, of any changes or anticipated changes in certification, in endorsement, and in Qualification Criteria as per NCLB. Such notification must be given, in writing, prior to May 1<sup>st</sup> if to be used in making assignments from the current seniority list. Appropriate documentation shall be provided as soon as available.
- D. A revised seniority list shall be provided to the Association President no later than February 1<sup>st</sup> and May 1<sup>st</sup>.

12.3 In the event teacher lay-offs become necessary, the following procedures will be followed:

- A. Prior to the last day of school of each school year, all teachers will have the opportunity to complete a copy of the Assignment Preference Form (see Appendices). This form is to be returned to the Superintendent's office. When it is necessary for a teacher to be transferred, the results of this form will be used whenever possible.

- B. Beginning with the most senior name on the seniority list, each individual shall be placed in an assignment in the following order of priority:
1. Current assignment or assignment held during the past five (5) years.
  - \*2. Another department or grade in his/her current building for which he/she is certified and qualified.
  - \*3. Current grade or department in another building for which he/she is certified and qualified.
  - \*4. Another grade or department in another building for which he/she is certified and qualified.
  - \*5. If no vacancy is available in any grade or department for which the individual is certified and qualified, in any building, the individual will then be laid-off.

\*If a choice of building, grade or department is a factor, the teacher's choice shall be honored, using the *Assignment Preference Form*.

- C. For all teachers hired after the 1982-83 school year, the qualifications for placement in position shall be based on:

**Grades K-6**

1. K-8 certification or certificate endorsement, and
2. Student teaching in grades K-8, or successful teaching experience at the K-8 level.

**Grades 7-8**

1. 7-12 or K-8 certification and be Highly Qualified as per NCLB in the specific teaching area. This is applicable in accordance with the effective date of the NCLB Act.

**Grades 9-12**

1. 9-12 certification or certificate endorsement and a major, and be Highly Qualified as per NCLB. This is applicable with the effective date of the NCLB Act.

- D. For all teachers hired before the 1982-83 school year, the provisions for Article 11.4 and 11.5 of this Agreement shall apply.

- 12.4 In the event reduction of personnel is unavoidable, the following procedures based on continuous service in the system and certification shall be applied, in the order listed:

- A. The Administration will provide the Association with a listing of the teachers to be laid-off, and the order in which they are deemed to be laid-off, not less than seven (7) calendar days prior to the date of notification.
- B. If it becomes necessary to lay-off teachers, the Board shall lay-off in inverse order according to the seniority list of continuous service under the following provisions:
1. If two (2) or more teachers have an identical period of continuous service, the person shall be retained who has the lowest number in adjusted first work date under a Teacher Contract of Employment.
  2. If equality still exists, the person shall be retained who meets the Highly Qualified Criteria as per NCLB.

12.5 **Voluntary and Involuntary Lay-offs**

- A. In the event there is a lay-off of staff, laid-off teachers will be placed on an involuntary leaves of absence, without pay. These leaves of absence shall not prohibit the teacher from accepting gainful employment elsewhere. Their recall status shall not be terminated by his/her employment, except on written request of the teacher. During leaves of absence under this Article, teachers' seniority shall remain unbroken despite such leave, and their accumulated sick leave shall not accrue, but shall not be canceled and shall remain accredited to them. Teachers on such leaves shall be subject to the provision of Article 17.3B and Article 12.6 D.
- B. During a period of lay-offs, any teacher requesting a voluntary leave that would avoid the laying-off of an equal or lesser seniority person may be granted his/her request. In this situation, the voluntarily laid-off teacher shall receive the same rights and responsibilities as an involuntarily laid-off teacher, as outlined in 12.5A.
- C. Deviations from the established procedures may be mutually agreed to between the Association and the Board.

- D. Teachers laid off shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits, subject to approval by the respective insurance carriers, by paying the insurance premiums at the district payroll office in accordance with carrier requirements.
- E. In the event of lay-off, the Board or its designee shall request from each laid-off teacher, a statement of his/her desire, preference, and availability to serve as a substitute for the school system. Laid-off teachers submitting such requests shall receive priority in substitute assignments.
- F. Teachers on involuntary leaves of absence who are recalled after August 15<sup>th</sup> for the subsequent school year, or recalled during the course of the regular school year, may request a voluntary leave of absence for the remainder of the school year if they:
  - 1. Have found gainful employment elsewhere, or
  - 2. Are attending classes at the college level which would interfere with their ability to return to a position.
  - 3. Have a medical reason.
  - 4. Have another valid reason.
 This request shall be granted and will not affect their continuous service status providing the conditions of Article 12.2 have been met.

12.6 **Recall**

- A. In the event of a lay-off, the Board or its designee will create a recall list and institute a recall procedure which, when implemented, will insure teachers that they will be recalled in inverse order of lay-off unless the only person with certification for an identified vacancy is not the next person eligible on the recall list.
- B. The Board or its designee shall reinstate teachers to the positions from which they have been laid-off, if the positions are available, or if such positions are not available, then to another available position in the school district for which they are certified. Teacher(s) on voluntary lay-off for one year's duration shall return to his/her position providing they meet the Highly Qualified Teacher Criteria as per NCLB.
- C. No appointment of a new teacher shall be made for any position unless all laid-off teachers properly certified and qualified to fill the particular position are notified of the availability of such position in writing, and then only if each fails to advise the Board or its designee, not more than seven (7) calendar days after receipt of said notice, that he/she will accept the position.
- D. Teachers shall remain on the recall list for a period not to exceed three (3) years from the effective date of the lay-off, at which time a teacher on the lay-off list shall lose his right to recall.
- E. Within fifteen (15) days after the date of lay-off the Board or its designee shall supply to all laid-off teachers, a recall list arranged in order of seniority. The Board or its designee shall keep the Association informed of changes in the status of positions due to program additions or deletions.
- F. Individual recall notices required under this Article shall be given, in writing, to each teacher by registered mail, or by delivery in person, with written acknowledgment of receipt. If the teacher does not accept the recall position within five (5) working days of receipt of notice, then that teacher shall be removed from the recall list, with no further rights to employment in the LakeVille Community Schools.

**ARTICLE 13**  
**Professional Grievance Procedure**

- 13.1 A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.
- 13.2 Grievances shall be presented and adjusted in accordance with the following procedures:

**Informal Step**

- A. The complaint must first be discussed with the principal by the teacher individually, and/or the Association representative, if requested, with the objective of resolving the matter informally. It is understood that either party may terminate the informal step.

**Level 1 - (Principal or Immediate Supervisor)**

- A. In the event the complaint is not resolved informally, the complaint, stated in writing, may be submitted as a grievance to the principal of the school in which the grievance arises. Such grievance must be submitted within ten (10) school days of the event complained of or from the date the Grievant had actual knowledge of such occurrence. This time period shall be extended by the period of time spent in informal discussion. Any complaint shall be considered grievable past the expiration date of the contract provided it occurred within the time limits of the contract and is filed in accordance with the time limitations as set forth in this contract.
- B. Within five (5) school days of the date of receipt of the grievance, the principal shall hold a grievance conference of the matter. The principal, the Grievant and/or an Association representative, if requested, shall be present at the grievance conference. The conference shall provide opportunity for the Grievant to present written or verbal positions on the issue and to present any supporting data or documents. There may be a written record of the conference and it may be submitted as part of the written response that is required in the following section.
- C. Within five (5) school days of the date of the grievance conference, the principal shall provide the Grievant (1 copy) and the Association (2 copies) of the written response. The response shall include a summary of the conference along with the decision and supporting reasoning of the principal.

**Level 2 - (Superintendent or Designee)**

- A. Within ten (10) school days of the date of receipt of the written response of the principal, the Association may appeal the decision of the principal. Such appeal shall be made to the Superintendent or to any designee of the Superintendent, upon whom he has conferred authority to act in his/her behalf. The appeal shall be in writing and shall be accompanied by a copy of the decision of the principal. **(See Appendix 4)**
- B. Within ten (10) school days of the date of receipt of the appeal, the Superintendent or his designee shall hold a grievance conference on the matter. The conference shall include the Superintendent or his/her designee, the Grievant and/or the Association representatives, if requested, and any appropriate witnesses. The conference shall provide opportunity for the presentation of written or verbal positions on the issue as well as the presentation of witnesses or any supporting data or documentation. There may be a written record of the conference and it may be submitted as part of the written response of the Superintendent or his/her designee, along with the decision. At least one (1) school day prior to the date of the conference, the Grievant and/or the Association shall submit to the Superintendent or his/her designee, a written statement including reasons for dissatisfaction with the decision made at Level 1. Within ten (10) school days of the date of the grievance conference, the Superintendent or his/her designee, shall provide the Grievant (1 copy) and the Association (2 copies) of the written response. The response shall include a summary of the conference along with the decision and supporting reasons of the Superintendent or his/her designee. **(See Appendix 4)**

**Level 3 - (Arbitration)**

- A. If the Association is dissatisfied with the Superintendent, the Association may, within thirty (30) school days, submit any grievance under this Agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association. If the Association fails to file for binding arbitration within thirty (30) school days, then the grievance will be final based on the Superintendent's response. **(See Appendix 4)**
- B. The costs of the services of the arbitrator, including *per diem* expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.
- C. The arbitrator so selected, will confer with representatives of the Board and the Association committee, and hold hearings promptly and will issue his/her decision not later than twenty (20) school days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law, or which is violative of the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator. Either party may appeal this decision to a competent court of jurisdiction. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party in Levels 1 and 2 of this grievance procedure.

- 13.3 A. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.
- B. No teacher, at any stage of the grievance procedure, will be required to meet with any administrator without an Association representative, if requested.
- 13.4 A. If a grievance arises from the action of authority higher than the principal of a school, then the Association may present such a grievance at Level 2 of the grievance procedure.
- B. If a grievance is of such a nature as to require immediate action, the person designated by the Association may appeal immediately to the office or person empowered to act, and said office or person will resolve the matter jointly with the Association representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Level 2.
- 13.5 A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, shall automatically have lodged an appeal at the next step of this procedure.
- B. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement, in writing. During summer months, the term "school days" shall mean week days (excluding Saturday and Sunday).
- C. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she may be reinstated with full reimbursement of all professional compensation lost, providing such teacher shall file a grievance within the time limits of Level 3 of this Article.
- 13.6 The Grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

**ARTICLE 14**  
**Continuity of Operations**

- 14.1 The Association and the Board, or its designee, subscribed to the principle that differences regarding interpretation of this Master Agreement shall be resolved by peaceful and appropriate means, without interruption of the school system. The Association and its agents, therefore, agree that they shall not authorize, instigate, cause, aid, encourage, ratify, or condone a teacher strike, slowdown or stoppage of work, a boycott, picket, or any other interruption of activities by teachers in the Lakeville School system, to enforce the terms of this Agreement.
- 14.2 The Board, or its designee, and the Association also agree that they will not, during the period of this Agreement, engage in any unfair labor practice against one another.

**ARTICLE 15**  
**Professional Coordinating Committee**

- 15.1 During the term of this Agreement there shall be established a Professional Coordinating Committee, hereafter referred to as P.C.C. The function of the P.C.C. shall be to analyze, discuss and evaluate matters affecting the total school district. In addition, it shall discuss subjects mutually agreed upon and submitted by the Board and by the Association.
- 15.2 The P.C.C. shall consist of three (3) administrators and four (4) teachers appointed by the Association. The teachers should be represented from each level and should include one (1) officer and one (1) negotiator. The above appointments are to be made no later than September 15<sup>th</sup> and the first meeting of the P.C.C. shall be held no later than October 1<sup>st</sup>.
- 15.3 Thereafter, the P.C.C. shall meet monthly during the school year, unless matters require more frequent meetings. Meetings shall be open and the minutes of P.C.C. considerations shall be published and available to the staff and Board.
- 15.4 The P.C.C. shall have the authority to establish sub-committees and *ad-hoc* committees to address specific district-wide concerns. Such committees shall submit their recommendations to the P.C.C.
- 15.5 It may be desirable on occasion and for specific purposes to involve parents and/or students in various sub-committee functions. The Student Council at the high school and middle school shall be the source of selection of students for such sub-committees.

- 15.6 The P.C.C. shall coordinate the activities of the sub-committees and ad-hoc committees established by it. It shall have the authority to make recommendations to the Board, through the Superintendent, regarding matters that it, or any of its sub-committees, undertake for consideration.
- 15.7 Curriculum innovation proposed, or changes in curriculum shall be reported to the P.C.C. along with rationale and purpose for such innovations or changes prior to Board approval or implementation.
- 15.8 Expenses incurred by the P.C.C. and its sub-committees, approved by the P.C.C. and the Board, shall be borne by the Board.
- 15.9 Teachers serving on the P.C.C. shall be released from school duties with no loss of pay, to attend meetings of the P.C.C. If the P.C.C. meets after school, each teacher will receive a 1% stipend as per Schedule D. The Board may, at the recommendation of the P.C.C., release sub-committee members as necessary.

**ARTICLE 16**  
**Special Student Needs**

- 16.1 Diagnostic and Special Education services shall be provided in accordance with Federal, State laws and applicable Genesee Intermediate guidelines.
- 16.2 The Board shall maintain up-to-date copies of the Genesee Intermediate Special Education Guidelines, State and Federal laws and regulations concerning Special Education in the Central Instructional Materials Center for use by teachers.
- 16.3 Teachers shall initiate the referral process by means of:
  - A. Filling out the proper referral form(s).
  - B. Filing such forms with their building principal.
- 16.4 The building principal shall, in turn, submit such forms to the Administrator responsible for Special Education.
- 16.5 The Administrator responsible for Special Education shall arrange, as soon as possible, for testing and diagnosis and shall immediately notify the referring teacher of the testing date and the results thereof.
- 16.6 In order to ensure the best educational programs for all children (both the regular classroom child and the Special Education child), the following guidelines shall be adhered to:
  - A. 1. **Elementary**  
The sending teacher and receiving teacher, if known, shall be involved in the IEPC and IEP meetings whenever a change in the student's status is necessary.
  - 2. **Middle School and High School**  
The sending teacher shall be involved in the IEPC and IEP meetings whenever a change in the student's status is necessary
  - 3. The meetings shall be scheduled in accordance with Article 8.1B and 8.2.
  - B. Prior to the integration of a Special Education student into the regular classroom, the regular classroom teacher shall receive in-service training which shall include, but not be limited to:
    - 1. A brief overview of the program, and the law provided by the Special Education Director or his/her designee.
    - 2. An opportunity to observe the integrated child in the Special Education room.
    - 3. An opportunity to cooperatively plan the actual integration of the student between the two teachers.
- 16.7 A. The qualifications of non-administrative Special Education personnel shall follow the Michigan Special Education Code under the provisions of Public Act 198 of 1971.
- B. If it becomes necessary to assign a Special Education teacher to less than full-time special education duties, the number of Special Education students that this teacher would be responsible for will be reduced on a pro-rated basis.

- 16.8 All prospective kindergarten students shall be tested in the spring prior to their projected entrance into school; or as far in advance of projected entrance as possible. When prospective students are tested for kindergarten readiness and do not test at a minimum acceptable level, the following process shall be initiated immediately:
- A. The teacher and administrator responsible for testing shall confer with the parent(s) within two (2) weeks.
  - B. The parents should be apprised of the following possible paths of action based on test results and State and Genesee Intermediate School District Guidelines.
    - 1. Child may be held out of school and a program worked out to provide for the child's needs between home and school.
    - 2. If parent(s) desire child to start school, then the child will be started immediately in the testing, diagnostic testing and program designing, as specified in PA 198 and Genesee Intermediate District Guidelines.
    - 3. A meeting between the administrator, teacher, and parent shall be held not later than two (2) weeks from the date of the initial conference for the purpose of planning an individual program to meet identified needs of the child.
    - 4. Children who are identified in Article 16.9 may be retested as close to the beginning of the new school year as possible and a decision made to proceed with the plan or revise it in consideration of new test results.
- 16.9 The Board or its designee and Association agree to mutually explore ways to meet the special needs of certain students without Special Education class placement.
- 16.10 A. Whenever possible, all Special Education basic classroom teachers shall be provided with a full-time aide regardless of caseload.
- B. Every attempt shall be made to schedule meetings in accordance with Article 8. Such meetings shall be held at a centralized location if possible.
- 16.11 A. A full-time aide may be provided for the K-8 Special Education teacher consultant with more than the state mandated maximum students..
- B. A half-time aide may be provided for the 9-12 Special Education teacher consultant with more than the state mandated maximum students.
- 16.12 At the beginning of each school year, should a special education teacher's caseload exceed the mandated state maximum, all options to reduce overloads will be explored at the beginning of the school year. On each of the four (4) student count days used to determine regular education overloads during the school year, should a special education teacher's caseload exceed the state mandated maximum on that day, one-half (½) hour of aide time per day will be provided for each student over the maximum.
- 16.13 The parties agree to discuss special education waiver(s) prior to implementation. Discussion will include and not be limited to: reason for proposed waivers, impact on student performance, service and programs, quality of student services, member working conditions and parental and community support.

**ARTICLE 17**  
**Absence and Leave Policies**

- 17.1 **Paid Leaves**
- A. **Notification of Absence:** The Board or its designee agrees to attempt to maintain an adequate list of substitutes. Teachers who are unable to report for duty due to illness must contact the substitute service office between the hours of 6:00 a.m. and 6:30 a.m. for High School and Middle School personnel and between the hours of 6:30 a.m. and 7:00 a.m. for Elementary School personnel on the day of the absence, to report unavailability for work. Repeated failure to follow the above procedures may result in disciplinary action in accordance with Article 5.10 of this Agreement. It shall be the responsibility of the Administration to arrange for a substitute teacher.

- B. **Sick Days:** Twelve (12) days per year, without loss of pay, cumulative to a maximum of ninety (90) days, will be allowed when confined at home or hospital, as a result of an accident, sickness or emergency absence, because of death, or critical illness of a member of the immediate family. This time will be allowed for childbirth, or days when members of the immediate family have surgery. After the fifth consecutive day of absence, the Administration may require a doctor's statement confirming illness or disability. Teachers will not be allowed sick days for staying at home with their children with minor childhood ailments. This is a personal responsibility not covered by sick days, but may be covered under personal affairs. Teachers who have completed their contractual year and have accumulated over seventy-eight (78) sick/personal days shall receive compensation for those excess days \$50 per day to be paid by June 30<sup>th</sup> of that contractual year, unless they are retiring, in which case the provisions of Article 20.4 – *Settlement for Sick Days at Retirement* apply.
- C. **Personal Affairs Days:**
1. Three (3) of the twelve (12) sick days may be used each year for personal affairs which cannot be attended to any other time except on a given or regular school day. Where possible, three (3) days prior notification shall be given to the Administration. Teachers will indicate the general nature of the use of these days on the approved form. Upon the recommendation of the building principal and approval by the Superintendent or his/her designee, these days may be granted on a first come, first serve basis, with a system-wide limit of 5% on any given day. The teacher denied his/her personal affairs day because of limit will be given preference on the next occurrence. Such days, if not used, shall be accumulated up to a maximum of five (5) personal days.
  2. In situations occurring, over which the teacher has no control, that requires a teacher to be absent and make prior notification impossible, these days will be considered valid without prior notification, provided the teacher notifies the Superintendent's office of such circumstances when returning to duty. Examples: accidents, sudden illness of immediate family.
- D. **Funeral Days:** A teacher shall be granted up to two (2) days off without loss of pay or sick/personal time for a death in the teacher's immediate family. Three (3) additional days will be granted to be deducted from sick or personal leave. Such days shall be consecutive, including Saturdays, Sundays, and days of school recess provided that payment shall not be made for any day the teacher would not have regularly worked. Immediate family shall mean: spouse, father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, children, or others residing with the teacher, related, but being a legal dependent of the teacher. Time off under this section shall be charged to sick days. It shall be a condition of such days that the teacher attend the funeral, or provide reasonable explanation for non-attendance. It is recognized that certain relationship of family not set forth above, may, due to individual and personal consideration, justify granting of such days. Further, it is recognized that in certain cases, extension of time off without pay would be necessary to attend to matters arising out of such death. Each of the above two situations shall be subject to specific application and determination by the Board or its designee.
- E. **Central Sick Bank:** A Sick Bank shall remain in effect during the term of this Agreement. Each new Association member shall be assessed two (2) sick days at the beginning of the school year. In the event the Bank falls below fifty (50) days, each teacher shall be assessed one (1) sick day unless they have only one sick day accredited to them. In the event a member is not assessed, the member will be assessed the following school year (equivalent to number of days assessed on an annual basis). All persons becoming staff members after the start of the school year shall be assessed one (1) sick day for the Bank and thereafter treated as outlined in the previous sentence. The Sick Bank shall be administered by a committee of three (3) teachers appointed by the Association and three (3) representatives appointed by the Board of Education. In the event of a Sick Bank Committee deadlock individual members may donate their own sick days to the member requesting Sick Bank. Applications for use of Sick Bank days must be approved by a majority vote of the Sick Bank board members. Eligibility shall be upon exhaustion of credited sick days. Use of Sick Bank days only will be allowed for the purposes specified in 17.1B. Any teacher that has used the Sick Bank for three (3) consecutive years will have a two (2) day waiting period for each requested use of the Sick Bank for the fourth year. Any teacher that has used the Sick Bank for four (4) consecutive years will have a three (3) day waiting period for each requested use of the sick bank for the fifth year. For any illness longer than three (3) days, the three (3) day waiting period will be waived if the teacher is hospitalized. Once a teacher has not used the Sick Bank for one (1) year, the waiting period will not apply. In a given year: Members using the Sick Bank for one day will pay back one day in the following school year; Members using the Sick Bank for two or more days will pay back two days into the Sick Bank the following school year. LEA members who finish the year with more than 78 days may choose to donate their days over 78 to the sick bank in lieu of the compensation given in Article 17.1B.

Procedure:

1. Application shall be made, in writing, by the teacher, to the chairperson of the Sick Bank Board.
  2. Applications will be acted upon within a period of five (5) working days.
  3. Committee actions:
    - a. Approval
    - b. Approval with warning
    - c. Disapproval
    - d. Table for three (3) days with request to applicant for further information.
    - e. Warning prior to application.
  4. Actions of the Sick Bank Board shall not be subject to grievance procedures.
  5. The Board of Education shall be exempt from any legal actions against the Sick Bank Board involving its discretion in granting of sick days.
  6. The Board of Education shall make sick day records of usage and accumulation available to the Sick Bank Board or chairperson upon request.
  7. The Association shall make records of the proceedings of the Sick Bank Board available to the Board of Education upon request.
- F. **Jury Days:** Teachers required for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance of service, less any compensation received for such jury service up to a period of sixty (60) days. Teachers subpoenaed to appear in court shall receive their pay from the Board for such time lost, less any compensation received.
- G. **Short Term Military Duty:** Teachers required to attend periods of military duty during the regular school year shall receive their pay from the Board for such time lost as a result of such duty, less any compensation received from such military service up to a period of ten (10) school days.

17.2 **Deductions from Pay for Absences Not Covered by Sick Leave** All teachers are expected to fulfill the terms of their contract. No teacher without approval will be allowed time off at his or her expense except in the case where sick leave has expired. Arbitrarily taking time off will be considered a breach of contract. However, when a teacher desires days off with loss of pay, he/she shall make written application to the personnel office, at least three (3) school days prior to the first day of the request. Such request shall not be arbitrarily denied. When deductions are made for unpaid absence not covered by sick leave, the deduction shall be calculated by dividing the annual salary by the number of days (186).

17.3 **Unpaid Leaves**

- A. **Length of Leaves:** Leaves of absence may be granted by the Board of Education, upon application, for a period of up to one (1) year. Teachers applying for leave will give a proposed return date. In the event the teacher cannot return to work on the date stated, they will be provided a choice of extending their leave to one of the following periods:
1. The remainder of a semester period per Article 19.
  2. One semester
  3. One school year
- This leave may be extended for a period of one semester, or one year upon written request of the teacher, on approval of the Board or Board's designee.
- B. **Intention to Return:** Persons on leave shall declare their intention to return or renew their leave on or before April 1<sup>st</sup>. Failure to comply with this provision automatically waives his/ her right for continued employment in the school district.

C. **Return from Leave:**

1. Upon return to duty from an authorized leave, an employee shall be assigned to the same position or a substantially equivalent position with regard to pay, accrued benefits, responsibility, grade level, and/or building as he/she held when his/her leave was granted. As outlined below, pay increments shall be granted for military leaves, sabbatical leaves, and one year of child rearing leaves.
2. When leaves are extended beyond one year, a teacher may return to a position for which he or she is qualified, provided there is a vacancy for which the teacher is certified.

D. **Types of Leaves:**

1. **Military Leave:** A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position of the salary schedule as he would have been had he taught in the district during such period.
2. **Sabbatical Leave:** The Board of Education may grant two (2) Sabbatical Leaves per year. Teachers who have been employed for at least seven (7) consecutive years in the District qualify for consideration. Teachers must apply for a Sabbatical Leave not later than March 1<sup>st</sup> of each year. Said leave shall be used for educational study or travel, and the teacher must submit a written plan of study (purpose of leave). Leave can be for one semester or one full year. A teacher who is granted a Sabbatical Leave will not receive his/her salary for that semester or year, but will continue to receive insurance benefits provided in Article 20. A teacher receiving a Sabbatical Leave must agree to teach in the District for one year at the end of the sabbatical. A teacher, upon return from a Sabbatical Leave, shall be placed at the same position on the salary schedule as he/she would have had had he/she taught in the District during such period. An appropriate report shall be given by the teacher upon return from a Sabbatical Leave. If a teacher has had, or is on an already approved unpaid personal leave, requests to convert said leave to a Sabbatical Leave and the Board approves the conversion, then the teacher shall pay any state mandatory retirement benefits.
3. **Child Rearing Leaves:** Child rearing leaves shall be granted to parents of children for up to one year under the following circumstances:
  - a. Newborn infants
  - b. Crippling or terminal accidents or illnesses
  - c. Newly adopted children

Child Rearing Leaves may be extended up to four (4) additional years. The teacher shall receive an increment and seniority for the initial year of this leave only.
4. **Association Office:** A leave of absence shall be granted upon application for the purpose of serving as an officer of the Michigan Education Association or the National Education Association. It is agreed that such leaves shall be for a period of one (1) year, and shall be extended for additional years to fulfill the term of office.
5. **Public Office:** A leave of absence may be granted to any teacher, upon application, for the purpose of campaigning for or serving in, a public office.
6. **Unpaid Personal Leaves:** Other leaves may be granted under the conditions of this leave policy. Unpaid Personal leaves of absence for non-medical reasons shall not automatically be granted for more than two (2) consecutive years. Requests for such leaves shall be submitted, in writing, to the Superintendent.

17.4 **Other Leaves**

- A. **Involuntary Leaves (Lay-off):** The rights and responsibilities of a teacher on involuntary leave are outlined in 12.5A.
- B. **Voluntary Leaves During Lay-Off:** The rights and responsibilities of a teacher on voluntary lay-off are outlined in 12.5B.

- C. **Extended Medical Leave:** Teachers on extended medical leave are those teachers unable to perform their duties for a period of more than thirty (30) days. Teachers on these leaves may be using sick leave days, sick bank days, L.T.D., or none of the preceding if none are applicable. A teacher shall use his/her individual accumulated sick days to satisfy the waiting period before the employee qualifies for Long-Term-Disability. If the employee does not have a sufficient number of accumulated individual sick days to cover the waiting period, sick bank days may be used to satisfy the waiting period. Any time an employee is eligible to file a claim under Long-Term-Disability, the employee must file and take the Long-Term-Disability benefits if the employee qualifies for benefits. Once the waiting period terminates (*i.e.*, ninety (90) calendar days accumulated within twelve (12) consecutive months) sick bank days shall no longer be used. If the employee is not eligible for Long-Term-Disability benefits after filing this required claim, the employee must apply for an Unpaid Leave of Absence. Teachers on these leaves shall have the same rights and responsibilities as a teacher on involuntary leaves (17.4A). In addition to those rights, the teacher on extended medical leave shall be guaranteed his/her position upon return if he/she returns in less than two (2) years and a position if he/she returns in two (2) years or more.
  - D. **Administrative Leaves:** Teachers who are promoted to administrative positions in the Lakeville School District shall be granted leaves of absence for an amount of time to be determined by the Board.
- 17.5 **Accrued Leave Seniority:** Seniority will accrue up to 2 years for a medical leave. Involuntary leaves (layoff) seniority will accrue up to the amount of years service in the district. All other leaves would accrue one years seniority.

**ARTICLE 18**  
**Job Sharing**

- 18.1 A. A job sharing arrangement shall be limited to a single staff position only and must be mutually agreed upon by the two teachers. A single staff position is defined as a former full-time position.
- 18.2 The Board or its designee may, at its discretion, approve job sharing assignment(s) if the following conditions are satisfied:
  - A. The two teachers must jointly request a job sharing assignment.
  - B. No teacher shall occupy a shared time assignment when there is a laid-off teacher having equal or greater seniority with similar certification.
  - C. The two teachers agree not to file for unemployment benefits as a result of a reduced work week inherent in a job sharing assignment.
  - D. The two teachers will accrue seniority as if they were teaching a full-time position.
  - E. An agreement by the teachers that joint planning will be undertaken whenever they have joint responsibility for the same students, pending the approval of the building principal.
  - F. A job sharing assignment can be created without rescheduling students.
  - G. All job sharing assignments shall terminate at the end of each school year, or at a time mutually agreed to by the Association and the Board or its designee.
  - H. The responsibility for parent conferences, teacher meetings, and other duties shall be mutually agreed upon with the building principal prior to approval of the shared assignment.
  - I. Bargaining unit members requesting shared time assignments shall notify the Employer, in writing, by June 1<sup>st</sup> for sharing assignments for the following school year, providing the Employer has made tentative assignments for staff by that time. If the employer has not established tentative assignment for staff by June 1<sup>st</sup>, then requests for job sharing may be considered within fifteen (15) calendar days from the date tentative arrangements are made.

18.3 Job sharing assignments will be compensated as follows:

- A. The two teachers will each receive one-half the salary they would have received if they had worked full-time.
- B. The two teachers would each be placed on the same salary step they would have been placed on if they were teaching full-time.
- C. Each teacher will receive one-half of the sick and personal leave time he/she would have been entitled to as a full-time teacher.
- D. Each teacher may choose one of the following options for fringe benefits.
  - 1. The Board shall pay one-half the cost of MESSA CHOICES II.
  - 2. The Board shall pay the full cost of MESSA-PAK Plan B. It is the responsibility of the teacher to notify the payroll clerk of his/her choice on the first day of work.

**2005-2006 SCHOOL CALENDAR**

| <b>2005-06 Calendar</b> |   | <b>Number of Days per Month</b>   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
|-------------------------|---|---|------------------|-----------------|------|----------------|----------------|---------|---------------|-------------|---------|------------------|------------------|---------|-------------|---------------|----------|------------------|------------------|
| 8/22/05                 | Teacher Work Day (TWD)(The equivalent of one day for classroom preparation) | <b>Months</b>   | <b>Teachers</b>  | <b>Students</b> |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 8/23/05                 | TWD   | 8/05  | 8                | 6               |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 8/24/05                 | Students ½ day (PM Kindergarten)  | 9/05  | 20               | 19              |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 9/2-9/5/05              | Labor Day Weekend   | 10/05   | 20               | 18              |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 9/9/05                  | 1 <sup>st</sup> MP Overload Date  | 11/05   | 19               | 19              |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 9/16/05                 | Teacher PD Day  | 12/05   | 14               | 13              |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 10/07/05                | Teacher PD Day  | 1/06  | 21               | 19              |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 10/10/05                | No School, Mid Fall Break   | 2/06  | 18               | 17              |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 10/28/05                | 1 <sup>st</sup> MP Ends (10 week)   | 3/06  | 18               | 16              |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
|                         | Teacher ½ PD Day ½ Marking Period   | 4/06  | 18               | 18              |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 11/11/05                | Day off after conferences   | 5/06  | 22               | 21              |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 11/18/04                | 2 <sup>nd</sup> MP Overload Date  | 6/06  | 6 (7)            | 6               |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 11/24-25/05             | Thanksgiving Vacation   | <b>Totals</b>   | <b>184 (187)</b> | <b>172</b>      |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 12/2/05                 | Teacher PD Day  | 185 <sup>th</sup> Day = two conferences at night first semester held during the week of 11/8/05   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 12/20/05                | Last Day in Session (Christmas)   |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 1/3/06                  | School Resumes  | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Date</th> <th style="text-align: left;">4:00-6:30 p.m.</th> <th style="text-align: left;">6:00-8:30 p.m.</th> </tr> </thead> <tbody> <tr> <td>11/7/05</td> <td>Middle School</td> <td>High School</td> </tr> <tr> <td>11/8/05</td> <td>Lower Elementary</td> <td>Upper Elementary</td> </tr> <tr> <td>11/9/05</td> <td>High School</td> <td>Middle School</td> </tr> <tr> <td>11/10/05</td> <td>Upper Elementary</td> <td>Lower Elementary</td> </tr> </tbody> </table> |                  |                 | Date | 4:00-6:30 p.m. | 6:00-8:30 p.m. | 11/7/05 | Middle School | High School | 11/8/05 | Lower Elementary | Upper Elementary | 11/9/05 | High School | Middle School | 11/10/05 | Upper Elementary | Lower Elementary |
| Date                    | 4:00-6:30 p.m.  | 6:00-8:30 p.m.  |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 11/7/05                 | Middle School   | High School   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 11/8/05                 | Lower Elementary  | Upper Elementary  |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 11/9/05                 | High School   | Middle School   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 11/10/05                | Upper Elementary  | Lower Elementary  |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 1/6/06                  | Teacher PD Day  | 186 <sup>th</sup> Day = The orientation/open house would be scheduled during the first three weeks of school with all four levels being scheduled on different nights.  |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 1/12/06                 | Exam, ½ day Students (AM Kindergarten)                                      | 187 <sup>th</sup> Day = optional June 9, 2005 TWD   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 1/13/06                 | Exam, ½ day Students (PM Kindergarten)                                      |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 1/16/06                 | 1st Semester Ends (TWD)   |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 1/17/06                 | School Resumes  |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 2/3/06                  | 3 <sup>rd</sup> MP Overload Date  |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 2/3/06                  | Teacher PD Day  |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 2/17 - 2/20             | Mid-Winter Break, No School   |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 2/21/06                 | School Resumes  |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 3/3/06                  | Teacher PD Day  |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 3/24/06                 | 3 <sup>rd</sup> Marking Period ends (10 weeks)                              |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
|                         | Teacher ½ PD Day ½ Marking Period   |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 3/24/06                 | Last Day of School  |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 4/3/06                  | School Resumes  |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 4/13/06                 | 4 <sup>th</sup> MP Overload Date  |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 4/14-17/06              | Easter Holiday  |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 4/18/06                 | School Resumes  |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 5/5/06                  | Teacher PD Day  |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 5/29/06                 | Memorial Day, No School   |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 6/7/06                  | Exam, 1/2-day Students (AM Kindergarten)                                    |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 6/8/06                  | Exam, 1/2-day Students (PM Kindergarten)                                    |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |
| 6/9/06                  | 2nd Semester Ends (Optional TWD)  |   |                  |                 |      |                |                |         |               |             |         |                  |                  |         |             |               |          |                  |                  |

**The 2006-2007 and 2007-2008 Calendars will reflect the same number of student days and teacher work days as the 2005-2006 Calendar.**

## Compensation and Fringe Benefits

### 20.1 COMPENSATION

#### A. Salaries

1. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the period of this Agreement.
2. Teacher's contracts are written for 186 work days. Extended contracts beyond 186 days for summer instruction, including music, vocational subjects, and others, will be computed on the per diem basis.
3. In an emergency when no substitute is available, the assignment in elementary schools shall be divided; and in the middle and high school, rotated among the teaching staff at the school involved. In the event no substitute is available after the start of the student school day:
  - a. Elementary teachers who are reassigned students from the absent teacher's class shall be compensated at the rate of \$150 per day, divided among the teachers receiving the students.
  - b. High school teachers who are assigned during their preparation periods to cover the assignment of the absent teacher shall be paid at the rate of \$30 for each class period covered. Increase to \$25 for each class period covered in middle school. (See Appendix Five)
4. Extra duties pay – see Schedule B
5. For yearly compensation for sick/personal days in excess of seventy-eight (78), see Article 17.1, Section B.

B. **Paid Retirement:** Beginning with the 1977-78 school year, the Board shall pay all mandatory contributions to Michigan Public School Retirement Board for all compensation paid to all employees covered by this contract.

#### C. Additional Compensation:

1. Except at the duties required by this Agreement or to fulfill individual contract obligations or Schedule B activities, the teacher shall be paid in addition to his/ her base salary for all times specifically required to be spent after the regular school day.
2. For extra work, the teacher shall be entitled to appropriate additional professional compensation, at his/her established hourly rate. The professional hourly rate of any teacher shall be determined by dividing his/her base salary, as set forth in Schedule A, by 1,488 hours.

#### D. Pay Periods:

1. All teachers will be paid on a twenty-six pay basis. Teacher's may be paid on the twenty-one (21) pay basis. Request for change must be submitted to the Business office, in writing, no later than the last day of scheduled work in the preceding school year.
2. Teachers who elect to be paid on a twenty-six (26) pay basis will be paid the remainder of their contractual salary on the last pay of the school year (June) if they make this request a minimum of twenty (20) school days prior to the issuance of the 21<sup>st</sup> paycheck.
3. Any year in which the period of time between the last pay period of one school year and the first pay period of the new school year is longer than two (2) weeks, any teacher shall have the option of choosing a twenty-one (21), or twenty-seven (27) pay basis. The Board and the Association shall mutually agree on the years that this option will be made available. Provisions of Article 20.1,D1 and 20.1,D2 regarding notification shall also apply to this section.

### 20.2 INSURANCE PROTECTION:

Pursuant to the authority set forth in Section 340.617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection, as per Appendix 2:

A. **Medical Insurance:**

|                      |                                |
|----------------------|--------------------------------|
| Group Life Insurance | Long-Term Disability Insurance |
| Dental Insurance     | Vision Insurance               |

The Board shall provide full coverage MESSA CHOICES II with variations for teachers, their spouse and family, with all of the SuperMed Options available through payroll deduction. The deductible amount will be the responsibility of the employee. There will be a single carrier. In the case where both husband and wife are employed by the Board, double coverage will not be provided, as per Appendix B.

B. **Liability Insurance:** Each teacher is required to furnish, at his/her own expense, public liability and accident coverage in an amount not less than \$100,000 for each incident.

C. **Term of Benefits:** All insurance benefits shall be provided for a period from September 1<sup>st</sup> to August 31<sup>st</sup>.

D. **Workers Compensation:** Any teacher who is absent because of injury or disease compensable under Michigan Workers Compensation Law, shall receive from the Board, the difference between the allowance under the Workers Compensation law and his/her regular salary for the duration of the illness, with subtraction of sick leave, as pro-rated, for a maximum of two (2) years.

E. **Continuation of Benefits on Leave:** The Board will pay fringe benefits for people on leave due to illness or accident for the remainder of the contract year. Persons on other leaves may elect to pay their own premiums at the group rate.

F. **Additional Fringe Benefit Options:** The Board shall provide, without cost, additional fringe benefit options as provided in the "fringe benefit pool" for teachers who choose to be covered by their spouses' health insurance. The monthly cost of each teacher's additional option shall not exceed \$100.00 per month. Teachers eligible for such coverage must provide the Payroll Office with the required forms and authorization no later than October 31<sup>st</sup>. This provision shall be available to teachers doubly covered within the Lakeville School District, as well as, spouse coverage from a source outside the school district. Changes in such programs will be limited to new employees hired after October 31<sup>st</sup> and/or changes in employee status, *i.e.*, divorce, death of spouse, etc. The fringe benefit options referred to in this Article mutually agreed upon by the Board and the Association are listed in Appendix 4. Payroll deductions for annuity programs must exceed \$3.00 per month. All annuity deductions shall be paid to the designated carriers no less often than one (1) time each month.

20.3 **OTHER IMPORTANT SALARY POLICIES:**

A. **Placement on the Salary Schedule:** All teachers shall be placed on schedule according to their qualifications and experience. However, as outlined in Article 17.3, pay increments shall be granted for military leaves, sabbatical leaves, and one year of child rearing leave.

1. In order to be placed on the BA+ schedule, a teacher must have earned a provisional teaching certificate, and eighteen (18) semester hours must be successfully completed after having received his/her provisional teaching certificate. The eighteen (18) hours must be related to the teacher's field of teaching and have the approval of the Superintendent. Proof of successful coursework completion shall be provided to the Board or its designee by the teacher at the earliest possible opportunity after class completion by the teacher. Where transcripts are not provided by the teacher prior to the first day of each semester, salary adjustments will not be made until the transcript has arrived and been verified. Such salary adjustments will be made retroactive to the first day of the semester.

2. Any change in horizontal status on the salary schedule during the course of the school year shall become effective at the beginning of the subsequent semester. Proof of successful coursework completion from an accredited college or university shall be provided to the Board or its designee by the teacher at the earliest possible opportunity after class completion by the teacher. Contractual salary shall be adjusted to conform with the new status. The salary may be pro-rated over the remainder of the twenty-six (26) pays or be paid in one sum.

3. Effective with the signing of this contract, teachers newly hired by the Lakeville School District shall be limited to two (2) years experience credit on the salary schedule. The Board, with the approval of

the Association, may grant more experience credit for personnel in critical needs areas where quality candidates are in short supply.

20.4 **SETTLEMENT FOR SICK DAYS AT RETIREMENT**

**Qualification:** Qualifications for payment under this plan are as follows:

- A. A teacher must have at least ten (10) years teaching experience in the LakeVille School System.
- B. A teacher wishing to receive the retirement benefit must retire from the LakeVille Community School District.

**Payment:** Those teachers who meet these requirements shall receive a cash payment for accumulated sick days of ninety (90) days or less in the amount for each day at the current day to day substitute rate.

20.5 **PART-TIME EMPLOYEES FRINGE BENEFIT PACKAGE:** Less than full-time employees shall have all fringe benefits pro-rated based on the portion of the day worked. This article does not pertain to job sharing.

20.6 **TUITION REIMBURSEMENT:** Teachers are encouraged to improve their skills by seeking additional education. The teacher may receive reimbursement for the coursework, provided the Superintendent pre-approves the written request for additional coursework, and further provided that the teacher satisfactorily completes the course by providing written proof to the Superintendent indicating a grade of B or above, 80% or above, or a satisfactory certificate of completion if grading is not part of the course's evaluation method. The Association understands that this provision for reimbursement is subject to discretion by the Superintendent, depending upon the District's educational goals, financial resources, and any other relevant factors.

**ARTICLE 21**  
**Duration of Agreement**

21.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application 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. Contract language shall be changed to comply with the current law.

21.2 This Agreement shall be effective as of September 1, 2005, and shall continue in effect for three (3) years until the 31<sup>st</sup> day of August, 2008. The parties hereby agree that the duration of the contract shall be three (3) years, through the school year 2007-2008.

For the  
LAKEVILLE BOARD OF EDUCATION

For the  
LAKEVILLE EDUCATION ASSOCIATION

\_\_\_\_\_  
Leslie Aguirre, President

\_\_\_\_\_  
Cindy Rex, President

\_\_\_\_\_  
Karen Joyce, Secretary

\_\_\_\_\_  
Jo Anne McNew, Vice-President

\_\_\_\_\_  
Robert Johnson, Secretary

\_\_\_\_\_  
Kimberly Riley, Treasurer

EXHIBIT A

WAGE & FRINGE AGREEMENT

1. MESSA CHOICES II

NO PREMIUM CO-PAY UNTIL 2007-2008

SHOULD THE PREMIUM FOR MESSA CHOICES II INCREASE BY MORE THAN 15% FOR THE YEAR 2007-2008, THE EMPLOYEE(S) SHALL HAVE ANY INCREASE ABOVE THE 15% PAYROLL DEDUCTED FOR THAT YEAR OF PARTICIPATION IN MESSA CHOICES II.

\* SHOULD MESSA CHOICES II NOT INCREASE BY 15% OR MORE IN 2007-2008 SALARY WILL INCREASE BY AN ADDITIONAL .5%

2. PAK A AND PAK B AS DEFINED BELOW:

PAK A – CHANGE COLA FROM YES TO NO  
CHANGE VISION FROM VSP-2 TO VSP-2 SILVER  
DENTAL BENEFITS: CLASS I, II, III 75/75/60 \$1500 MAX  
75% \$1500 LIFETIME MAX - ORTHO

PAK B – CHANGE COLA FROM YES TO NO  
CHANGE VISION FROM VSP-3 TO VSP-2 SILVER  
DENTAL BENEFITS: CLASS I, II, III 80/80/80 \$1500 MAX  
80% \$2000 LIFETIME MAX – ORTHO

ALL ORTHO RIDERS TO AGE 19

3. SALARY:

|           |      |                                    |
|-----------|------|------------------------------------|
| 2005-2006 | .5%  | APPLIED TO SALARY SCHEDULE         |
| 2006-2007 | 1.5% | APPLIED TO SALARY SCHEDULE         |
| 2007-2008 | 2%   | APPLIED TO SALARY SCHEDULE *(2.5%) |

**SCHEDULE A**

**LakeVille Community Schools Salary Schedule**

**2005-2006**

| <b>STEP</b> | <b>B.A.</b> | <b>B.A.+18</b> | <b>M.A.</b> | <b>M.A.+15</b> | <b>M.A.+30</b> |
|-------------|-------------|----------------|-------------|----------------|----------------|
| <b>1</b>    | 32,986      | 35,295         | 37,765      |                |                |
| <b>2</b>    | 34,744      | 37,200         | 39,779      |                |                |
| <b>3</b>    | 36,599      | 39,158         | 41,900      |                |                |
| <b>4</b>    | 38,549      | 41,248         | 44,137      |                |                |
| <b>5</b>    | 40,605      | 43,449         | 46,489      | 49,278         | 52,235         |
| <b>6</b>    | 42,769      | 45,766         | 48,969      | 51,906         | 55,021         |
| <b>7</b>    | 45,051      | 48,205         | 51,580      | 54,674         | 57,955         |
| <b>8</b>    | 47,456      | 50,776         | 54,328      | 57,588         | 61,045         |
| <b>9</b>    | 49,986      | 53,484         | 57,227      | 60,662         | 64,301         |
| <b>10</b>   | 49,986      | 53,484         | 60,278      | 63,894         | 67,730         |

Teachers with at least ELEVEN (11) years teaching experience at LakeVille and are at the **11<sup>th</sup>** step or beyond on the salary scale shall receive 2% longevity increase based on Step 10 of their pay level.

Teachers with at least NINETEEN (19) years teaching experience at LakeVille and are at the 19<sup>th</sup> step or beyond on the salary scale shall receive at 4% longevity increase based on Step 10 of their pay scale.

NOTE: BEGINNING WITH THE 2005-2006 SCHOOL YEAR ANY NEW INCREMENTS FOR LONGEVITY ELIGIBILITY WILL BE BASED ON ACTUAL YEARS OF CONTINUOUS SERVICE WITH LAKEVILLE. ANY TEACHER RECEIVING LONGEVITY PRIOR TO 2005-2006 WILL CONTINUE TO RECEIVE THE LONGEVITY.

Teachers hired under the Teachers Contract of Employment by LakeVille prior to the signing of this Agreement:

1. Are granted the degree level for salary purposes at which they have been paid.
2. May advance to the M.A. pay level by earning 30 hours beyond the B.A. level.
3. May advance beyond the BA+30/MA pay level by earning a Master's Degree. The 15 to 30 additional graduate hours do not have to be earned after the receipt of the M.A. degree.

Teachers hired under the Teachers Contract of Employment by LakeVille after the signing of this Agreement: (August 26, 1991)

1. Must have earned a Master's Degree in order to advance to the M.A. pay level.
2. May advance beyond the M.A. pay level by earning 15 to 30 additional graduate hours. These hours must be earned after the receipt of the M.A. Degree.
3. Teachers hired after the signing of this contract see Article 20.3A(3) for experience credit level.

**SCHEDULE A**

**LakeVille Community Schools Salary Schedule**

**2006-2007**

| <b>STEP</b> | <b>B.A.</b> | <b>B.A.+18</b> | <b>M.A.</b> | <b>M.A.+15</b> | <b>M.A.+30</b> |
|-------------|-------------|----------------|-------------|----------------|----------------|
| <b>1</b>    | 33,481      | 35,824         | 38,331      |                |                |
| <b>2</b>    | 35,265      | 37,758         | 40,376      |                |                |
| <b>3</b>    | 37,148      | 39,745         | 42,529      |                |                |
| <b>4</b>    | 39,127      | 41,867         | 44,799      |                |                |
| <b>5</b>    | 41,214      | 44,101         | 47,187      | 50,017         | 53,018         |
| <b>6</b>    | 43,410      | 46,452         | 49,703      | 52,685         | 55,846         |
| <b>7</b>    | 45,727      | 48,928         | 52,353      | 55,494         | 58,825         |
| <b>8</b>    | 48,168      | 51,537         | 55,143      | 58,451         | 61,960         |
| <b>9</b>    | 50,735      | 54,286         | 58,085      | 61,572         | 65,265         |
| <b>10</b>   | 50,735      | 54,286         | 61,182      | 64,852         | 68,746         |

Teachers with at least ELEVEN (11) years teaching experience at LakeVille and are at the 11<sup>th</sup> step or beyond on the salary scale shall receive 2% longevity increase based on Step 10 of their pay level.

Teachers with at least NINETEEN (19) years teaching experience at LakeVille and are at the 19<sup>th</sup> step or beyond on the salary scale shall receive at 4% longevity increase based on Step 10 of their pay scale.

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**SCHEDULE A**

**LakeVille Community Schools Salary Schedule**

**2007-2008 \***

| <b>STEP</b> | <b>B.A.</b> | <b>B.A.+18</b> | <b>M.A.</b> | <b>M.A.+15</b> | <b>M.A.+30</b> |
|-------------|-------------|----------------|-------------|----------------|----------------|
| <b>1</b>    | 34,151      | 36,540         | 39,098      |                |                |
| <b>2</b>    | 35,970      | 38,513         | 41,183      |                |                |
| <b>3</b>    | 37,891      | 40,540         | 43,380      |                |                |
| <b>4</b>    | 39,910      | 42,704         | 45,695      |                |                |
| <b>5</b>    | 42,038      | 44,983         | 48,130      | 51,018         | 54,079         |
| <b>6</b>    | 44,279      | 47,381         | 50,697      | 53,739         | 56,963         |
| <b>7</b>    | 46,641      | 49,906         | 53,400      | 56,604         | 60,001         |
| <b>8</b>    | 49,131      | 52,568         | 56,246      | 59,620         | 63,200         |
| <b>9</b>    | 51,750      | 55,372         | 59,247      | 62,803         | 66,571         |
| <b>10</b>   | 51,750      | 55,372         | 62,406      | 66,149         | 70,121         |

Teachers with at least ELEVEN (11) years teaching experience at LakeVille and are at the 11<sup>th</sup> step or beyond on the salary scale shall receive 2% longevity increase based on Step 10 of their pay level.

Teachers with at least NINETEEN (19) years teaching experience at LakeVille and are at the 19<sup>th</sup> step or beyond on the salary scale shall receive at 4% longevity increase based on Step 10 of their pay scale.

NOTE: BEGINNING WITH THE 2005-2006 SCHOOL YEAR ANY NEW INCREMENTS FOR LONGEVITY ELIGIBILITY WILL BE BASED ON ACTUAL YEARS OF CONTINUOUS SERVICE WITH LAKEVILLE. ANY TEACHER RECEIVING LONGEVITY PRIOR TO 2005-2006 WILL CONTINUE TO RECEIVE THE LONGEVITY.

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Teachers hired under the Teachers Contract of Employment by LakeVille after the signing of this Agreement: (August 26, 1991)

1. Must have earned a Master's Degree in order to advance to the M.A. pay level.
6. May advance beyond the M.A. pay level by earning 15 to 30 additional graduate hours. These hours must be earned after the receipt of the M.A. Degree.
7. Teachers hired after the signing of this contract see Article 20.3A(3) for experience credit level.

\* SHOULD MESSA CHOICES II NOT INCREASE BY 15% OR MORE  
IN 2007-2008 SALARY WILL INCREASE BY AN ADDITIONAL .5%.

**EXTRA DUTIES PAY**

In addition to the basic teacher salary, as provided in the foregoing, there shall be paid the following further sums; provided that such positions are established and authorized during the term of this Agreement:

- A. Compensation for all coaches of all athletic activities shall be calculated as a percent of the B.A. degree salary listed in Schedule A. The Salary Schedule step to be used for coaches' compensation shall be determined by the number of years of coaching experience in the District in the athletic activity.

**SCHEDULE B – ATHLETIC EVENTS**

**HIGH SCHOOL SPORTS+**

|   |     |
|---|-----|
| *Athletic Director . . . . .              | 13% |
| Middle School Athletic Director . . . . . | 9%  |
| Volleyball . . . . .                      | 8%  |
| Volleyball Assistant . . . . .            | 5%  |
| Varsity Basketball . . . . .              | 11% |
| Basketball (Assistant) . . . . .          | 7%  |
| Varsity Softball . . . . .                | 8%  |
| Softball (Assistant) . . . . .            | 5%  |
| Varsity Track (Head) . . . . .            | 8%  |
| Track (Assistant) . . . . .               | 5%  |
| Varsity Tennis . . . . .                  | 4%  |
| Football (Head) . . . . .                 | 11% |
| Football (Assistant) . . . . .            | 7%  |
| Baseball (Head) . . . . .                 | 8%  |
| Baseball (Assistant) . . . . .            | 5%  |
| Wrestling (Head) . . . . .                | 11% |
| Wrestling (Assistant) . . . . .           | 7%  |
| Varsity Hockey . . . . .                  | 6%  |
| Hockey (Assistant) . . . . .              | 4%  |
| Cross Country (Head) . . . . .            | 6%  |
| Golf . . . . .                            | 6%  |
| Intramural Director . . . . .             | 5%  |
| Athletic Trainer - High School . . . . .  | 4%  |
| Basketball Scorer . . . . .               | 2%  |
| Basketball Timer . . . . .                | 1%  |
| Wrestling Scorer . . . . .                | 2%  |
| Wrestling Timer . . . . .                 | 1%  |
| Volleyball Scorer . . . . .               | 2%  |
| Volleyball Timer . . . . .                | 1%  |
| Soccer (Head) . . . . .                   | 6%  |
| Soccer (Assistant) . . . . .              | 4%  |

**MIDDLE SCHOOL SPORTS**

|   |    |
|---|----|
| 7-8 Grade Football (Head) . . . . .       | 6% |
| 7-8 Grade Football (Assistant) . . . . .  | 5% |
| 7-8 Grade Basketball (Head) . . . . .     | 6% |
| 7-8 Grade Volleyball (Head) . . . . .     | 6% |
| 7-8 Grade Track (Head) . . . . .          | 6% |
| 7-8 Grade Track (Assistant) . . . . .     | 5% |
| 7-8 Grade Wrestling (Head) . . . . .      | 6% |
| 7-8 Grade Wrestling (Assistant) . . . . . | 5% |
| Basketball Scorer . . . . .               | 1% |
| Basketball Timer . . . . .                | ½% |
| Wrestling Scorer . . . . .                | 1% |
| Wrestling Timer . . . . .                 | ½% |

\*These positions will require released time to be mutually arranged with the building principal.

**Cheerleaders' Coaches**

| <u>Fall</u>    |    | <u>Winter</u>  |    |
|----------------|----|----------------|----|
| Varsity        | 3% | Varsity        | 5% |
| Junior Varsity | 2% | Junior Varsity | 3% |
| Freshman       | 2% | Freshman       | 3% |
| Eighth Grade   | 2% | Eighth Grade   | 2% |
|                |    | Seventh Grade  | 2% |

**SCHEDULE C - STUDENT ACTIVITIES**

- B. Compensation for the following duties shall be calculated as a percent of the B.A. Degree salary listed in Schedule A. The salary schedule step to be used for any assigned duty compensation shall be determined by the number of years' experience in an assigned duty with the District

**ACTIVITY**

|  |     |
|--|-----|
| Annual Advisor (High School Yearbook) . . . . .      | 11% |
| Annual Advisor (Middle School Yearbook) . . . . .    | 2%  |
| Newspaper Advisor . . . . .                          | 4%  |
| (If extracurricular)                                 |     |
| Play Director . . . . .                              | 8%  |
| Debate Coach . . . . .                               | 3%  |
| Forensics . . . . .                                  | 2%  |
| **High School Band Director . . . . .                | 11% |
| **Middle School Band Director . . . . .              | 6%  |
| **Assistant High School Band Director . . . . .      | 8%  |
| Summer Band . . . . .                                | 4%  |
| High School Choir Director . . . . .                 | 11% |
| Middle School Choir Director . . . . .               | 6%  |
| Elementary Music Director . . . . .                  | 1%  |
| Club Sponsors. . . . .                               | 1%  |
| Quiz Bowl Coach . . . . .                            | 11% |
| Academic Olympics . . . . .                          | 8%  |
| M.S. Washington, D.C., Trip Coordinator . . . . .    | 8%  |
| H.S. Student Council . . . . .                       | 8%  |
| M.S. Student Council . . . . .                       | 2%  |
| <br><b><u>Class Sponsors - High School</u></b>       |     |
| 9 <sup>th</sup> Grade (One paid per grade). . . . .  | 2%  |
| 10 <sup>th</sup> Grade (One paid per grade). . . . . | 2%  |
| 11 <sup>th</sup> Grade (One paid per grade). . . . . | 4%  |
| 12 <sup>th</sup> Grade (One paid per grade). . . . . | 4%  |

**SCHEDULE D - FACULTY EXTRA DUTY ASSIGNMENTS**

|   |                   |
|---|-------------------|
| Special Education Coordinator . . . . .   | 11%               |
| Title One Coordinator . . . . .   | 8%                |
| Vocational Coordinator . . . . .  | 3%                |
| Department Chairpersons (High School)   | \$12.50 per class |
| Head Teachers – One per building. Head Teachers shall receive one and one-half (1.5%) percent of Step 1, BA schedule, each semester Head Teachers shall receive payment no later than the end of each semester. |                   |
| PCC STIPEND. . . . .  | 1%                |
| .00065 of B.A. step 1 through 5 (According to his/her experience) = Base Pay Per Hour   |                   |
| Total instructor hours to be authorized shall not exceed five (5) hours per student.  |                   |
| GenNET Teaching Assignment . . . . .  | 2%                |
| Building Web Manager . . . . .  | 2%                |
| Building Technology Advisor . . . . .   | 2%                |
| Transition Coordinator . . . . .  | 2%                |

- C. The Superintendent may approve requests for increases in, or additions to, the Schedule B, C and D listing stated herein when desirable, or necessary. Requests for such changes will be presented through building representative and principal. Such changes will be for the current year and re-evaluated for succeeding years.
- D. \*\*High School and Middle School Band Directors: the additional percentage covers normal band activities during the school year, plus up to four (4) parades and time necessary to prepare, as deemed by the Director and approved by the Administration, except they will not be required to have Marching Band the week before school.
- E. Covers normal coaching activities and time necessary to prepare, as deemed by the coaches and approved by the Administration.
- F. Rates of pay will be negotiated for any new position created within extra pay activities during the life of this contract.
- G. All teachers engaged in Schedule B, C and D activities compensated at the rate of 3% or more shall be paid as provided below:

Upon assignment, all teachers to be engaged in Schedule B activities shall notify the Personnel Department of their desire for payment of equal pro-ration in each salary check, or lump sum payments will be made.

- H. The Board reserves the right to select the most qualified applicant for Schedule B positions. Persons filling the positions from outside the bargaining unit may be paid at a rate other than those specified in Schedule IB. Notices of non-renewal will be given within 45 calendar days following the last contest of the season, based upon an evaluation of performance in the position. A non-renewal shall not be arbitrary, capricious, or discriminatory. The non-renewed employee shall have the right of appeal within 10 working days after written notice of non-renewal to the Superintendent of Schools. Members of the bargaining unit who have served in a Schedule B position who have previously been evaluated as unsuccessful and/or non-rehired, will not be automatically considered to be qualified to fill that position in the future.
- I. Teachers in grades seven through twelve who are assigned more than three (3) different preparations of lessons per day shall be paid \$500 per semester for each additional preparation.

**EXHIBIT 1**

**Emergency Closing of Schools - Procedure**

1. **Reasons for Closing:**

An occurrence of one of the following conditions will normally result in the closing of school:

- a. Snow, ice, or mud on roads which makes it impossible for buses to operate safely and efficiently.
- b. Electrical power failure.
- c. Mechanical breakdowns such as heating plant failures.

2. **Procedure for Closing:**

The decision to close schools will be made as early as possible in light of the conditions. Students and parents will be notified of school closing through radio or television stations serving the LakeVille listening area. Each building will develop a fan-out system whereby each employee can be notified of a school closing.

**EXHIBIT 2**

**Interim Substitutes for Regularly or Permanently Employed Teachers**

(Revised 9-8-03)

1. The board shall notify the day-to-day sub of his/her change in status to an interim sub after twenty (20) consecutive school days in the same assignment, and enter into a written understanding of the interim conditions of employment under the terms of the Master Agreement between the Board and the Lakeville Education Association. The interim substitute's rate of pay shall be in accordance with his/her qualifications and experience on Schedule A, retroactive for the first pay period following Board approval of such status.
2. Interim substitutes shall receive the health benefits and insurance options as provided to regular contract teachers effective on the sixty-first (61<sup>st</sup>) day of consecutive teaching assignment. For every twenty (20) consecutive days worked, an interim sub shall accrue one (1) day of sick leave. These benefits shall cease when the specific teaching assignment is terminated.
3. Interim substitutes at the twenty (20) day level shall be subject to the regular dues deduction for the United Profession.

**MEMORANDUM OF UNDERSTANDING**

1. **GenNET.** The parties agree to discuss the GenNET Classroom before the implementation of any classes are offered through the district. The topics of discussion will be (and not limited to) class load, teaching load, preparation time, time concerns (coordination of), training, and travel to other districts.

## TEACHER EVALUATION

The primary purpose of teacher evaluation is to help teachers grow in professional effectiveness and competency, thus, continually improving the instruction programs offered to students. Evaluation is also to serve as an objective basis for tenure recommendations, continuation of probation, or termination of contract.

This booklet is to provide teachers with the following:

- Criteria for teacher evaluation
- Factors affecting teacher performance

The booklet also describes the forms to be employed and their use:

Pre-observation Conference Form  
Classroom Observation Form  
Non-classroom Observation Form  
Teacher Evaluation Report

### CRITERIA FOR TEACHER EVALUATION

#### **1. Techniques of Instruction**

- Demonstrates an awareness of individual student interests and needs related to course goals
- Demonstrates a sound knowledge of subject matter related to course goals and student learning styles
- Designs a variety of activities related to course goals
- Maintains student interest level
- Receives and grades student assignments and provides constructive feedback

#### **2. Classroom Management**

Assumes professional responsibility for overall building discipline and regularly enforces building rules through positive action.

- Disciplines students effectively
- Identifies unacceptable behavior and follows through to change students' behavior to productive behavior
- Initiates preventative measures
- Positively reinforces good behavior and sets appropriate standards so that students do what is expected most of the time
- Treat students in a consistent and empathetic manner; positive rapport with students is evident

#### **3. Personal Qualities**

- Accepts and completes tasks in a timely manner
- Demonstrates a positive attitude
- Oral and written communications are clear, concise and grammatically correct
- Uses planning/conference time effectively

#### **4. Organizational Skills**

- Consistently follows established building procedures, rules and policies and sets standards through positive example
- Provides clear, easy-to-follow lesson plans

#### **5. Professional Related Activities**

- Maintains regular communications with parents/community
- Participates in professional improvements through classes, seminars, workshops or other related activities
- Uses school materials and equipment effectively

## **FACTORS AFFECTING TEACHER PERFORMANCE**

1. **Available Teaching Time/Number of Students Taught**
  - Amount of instructional time available for various objects
  - Amount of time free from interruptions
  - Number of classes (secondary level) and number of students in class
2. **Community Characteristics**
  - Financial resources
  - Funding of school programs
  - Priorities for schooling
3. **Decision-making Power of Teachers**
  - Opportunities to exercise professional expertise and judgment in instructional matters (e.g., classroom organization, development of instructional objectives, selection of instructional materials and strategies)
4. **Goals/Objectives/Curriculum Mandates**
  - Clarity and manageability of mandates
  - Range of professional responsibilities and opportunities to discharge them
5. **Human Support Services**
  - Availability and sufficiency of medical, psychological, social and other professionals to meet students' non-instructional needs and support teachers' work
6. **Materials/Media/Facilities**
  - Availability, appropriateness, and quality of equipment/materials in the classroom
  - Physical condition of the classroom and school
7. **Professional Development**
  - Availability and sufficiency of opportunities to learn the skills and behaviors needed to perform in the classroom
8. **School Leadership/Evaluator Expertise**
  - Commitment to making evaluation a priority and to making it fair and impartial
  - Quality of leadership provided to teachers
  - Time and resources for evaluation
  - Training of evaluators
9. **School Organization**
  - Accounting and reporting systems and procedures
  - Organization by grades or levels
  - Procedures for providing services of specialists
10. **Student Characteristics**
  - Achievement
  - Attitudes
  - Interests
  - Motivation

Three part forms have been designed for each step of the evaluation process. The proper use of the forms is discussed in brief as follows:

**Pre-observation Form** – This form is to be used before an observation visit and signed by both teacher and evaluator.

**Classroom Observation Form** – This form is to be used during a classroom observation and provides documentation for a Teacher Evaluation Report.

**Non-classroom Evaluation Form** – This form is to be used to record information about teacher performance on non-classroom activities and provide documentation for the Teacher Evaluation Form.

**Teacher Evaluation Report** – This form is to be used as the formal evaluation report, based on information recorded on the Classroom Observation Form and the Non-classroom Observation Form. It will be used for probationary teachers and tenured teachers, and will be available and completed during the conference session following the arranged observation(s).



LakeVille Community Schools  
Classroom Observation Report

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

Evaluator should rate the performance of the teacher in each item as Satisfactory (S), Unsatisfactory (U), or Not Observed (N/O).

1. Techniques of Instruction

- \_\_\_\_\_ demonstrates an awareness of individual student interests and needs related to course goals
- \_\_\_\_\_ demonstrates a sound knowledge of subject matter related to course goals and student learning styles
- \_\_\_\_\_ designs a variety of activities related to course goals
- \_\_\_\_\_ maintains student interest level
- \_\_\_\_\_ receives and grades student assignments and provides constructive feedback

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Classroom Management

- \_\_\_\_\_ assumes professional responsibility for overall building discipline and regularly enforces building rules through positive action
- \_\_\_\_\_ disciplines students effectively
- \_\_\_\_\_ identifies unacceptable behavior; explains proper behavior and follows through to change students' behavior to productive behavior
- \_\_\_\_\_ initiates preventive measures
- \_\_\_\_\_ positively reinforces good behavior and sets appropriate standards so that students do what is expected most of the time
- \_\_\_\_\_ treats students in a consistent and empathetic manner, positive rapport with students is evident

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(tchreval.1)  
Evaluator – White  
Teacher – Yellow  
Personnel - Pink

LakeVille Community Schools  
Non-Classroom Observation Report

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

Evaluator should rate the performance of the teacher in each item as Satisfactory (S), Unsatisfactory (U), or Not Observed (N/O).

3. Personal Qualities

- \_\_\_\_\_ accepts and completes tasks in a timely manner
- \_\_\_\_\_ demonstrates a positive attitude
- \_\_\_\_\_ oral and written communications are clear, concise and grammatically correct
- \_\_\_\_\_ uses planning/conference time effectively

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Organizational Skills

- \_\_\_\_\_ consistently follows established building procedures, rules and policies and sets standards through positive example
- \_\_\_\_\_ provides clear, easy-to-follow lesson plans

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Professional Related Activities

- \_\_\_\_\_ maintains regular communications with parents/community as necessary
- \_\_\_\_\_ has participated in professional improvement through classes, seminars, workshops or other related activities
- \_\_\_\_\_ uses school materials and equipment effectively

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(tchreval.1)  
Evaluator – White  
Teacher – Yellow  
Personnel - Pink



LakeVille Community Schools  
Teacher Evaluation Report

Recommendations for next year on the basis of this and/or previous evaluations:

- \_\_\_\_\_ This section not applicable at this time
- \_\_\_\_\_ Give Probationary Contract
- \_\_\_\_\_ Recommend Tenure Contract
- \_\_\_\_\_ Continue Tenure Contract

Other \_\_\_\_\_

\*\*\*\*\*

Non-tenure teachers with a rating of Satisfactory will be issued Probationary Contracts or placed on Tenure, whichever is appropriate. Non-tenure teachers with a rating of Unsatisfactory will follow the procedure set forth in Article 10.1 E of the Professional Negotiations Agreement between the LakeVille Board of Education and the LakeVille Education Association. Areas rated Unsatisfactory must be documented. Tenure teachers are subject to provisions set forth in Article 10.1F of the Professional Negotiations Agreement between the LakeVille Board of Education and the LakeVille Education Association and the Michigan Teacher Tenure Act.

\*\*\*\*\*

I have read the above evaluation.

I understand that my signature does not constitute a concurrence or approval of this evaluation. I understand, also, that I may have a representative of the Association present at any conference session subsequent to the initial classroom observation.

Teacher's Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Teacher Date Evaluator Date

This is a professional report and must be kept in strict confidence. (This form is to be processed and a copy given to the teacher at the conference session.)

(tchreval.1)  
Evaluator – White  
Teacher – Yellow  
Personnel - Pink

**APPENDIX 1**  
**Article 12**  
**Teacher Assignment Preference Form**

---

|                     |                               |
|---------------------|-------------------------------|
| Name (Please Print) | Present Assignment & Building |
|---------------------|-------------------------------|

---

Date

Using your certification endorsements, please rank in order your top five (5) teaching preferences for the next school year, (#1 being your top choice). Please be as specific as possible (see Article 11.4.A.2.)

Such as:

- (a) second grade
- (b) mathematics at the middle school
- (c) social studies at the high school

Remember, if you have to be reassigned during the reassignment of people returning from leave, this form will be the first item used to determine your new assignment.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

---

|      |           |
|------|-----------|
| Date | Signature |
|------|-----------|

**APPENDIX 2**

**INVOLUNTARILY TRANSFERRED TEACHERS ASSIGNMENT SELECTION FORM**

To be completed by all involuntarily transferred teachers prior to the close of the school year.

\_\_\_\_ I desire to return to my previous assignment which was:

\_\_\_\_\_

\_\_\_\_ I desire to remain in my current assignment which is:

\_\_\_\_\_

I understand that my selection is final and that I will be assigned a position as though I held the assignment selected for the current year.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**APPENDIX A**

**LAKEVILLE COMMUNITY SCHOOLS**

**MESSA-PAK SUMMARY**

**TEACHERS**

**PAK A: For employees electing health insurance**

|  |   |
|--|---|
| Health                                 | MESSA Choices II<br>(\$5,000 Basic Term Life)   |
| Long Term Disability                   | 66 2/3%<br>\$5,000 Monthly Maximum  |
| Benefit                                | 90 Calendar Days – Modified Fill<br>Maternity Coverage<br>Pre-Existing Condition Waiver<br>Freeze on Offsets<br>Alcohol/Drug – Same as Any Other Illness<br>Mental/Nervous – Same as Any Other Illness<br>Two Year Own Occupation |
| Negotiated Life                        | \$30,000 with AD & D  |
| Vision – Plan Year                     | VSP-2 Silver  |
| Dental – Plan Year<br>July 1 – June 30 | 75/75/60: \$1500<br>(75% \$1,500 Ortho max)   |

**PAK B: For employees not electing health insurance**

|  |  |
|--|--|
| Long Term Disability                   | 66 2/3% (same as above)                    |
| Negotiated Life                        | \$40,000 with AD & D                       |
| Dependent Life                         | \$2,000 spouse/\$2,000 child/children      |
| Vision – Plan Year<br>July 1 – June 30 | VSP-2 Silver                               |
| Dental – Plan Year<br>July 1 – June 30 | 80/80/80: \$1500<br>(80% \$2000 Ortho max) |

**APPENDIX B**

**Fringe Benefit Pool**

Husband and wife in District

Member (1) receives: MESSA Choices II  
Dental 75/75/60: \$1500  
75% \$1500 Ortho Max

Member (2) receives: Pool option - Amount Available: \$100.00  
Dental 80/80/80: \$1500  
80% \$2000 Ortho Max

Member with spouse working outside District  
Member may receive option of Pool – Amount Available: \$100.00  
and Dental Plan 80/80/80: \$1500; 80% \$2000 Ortho Max

(For every person who signs up after 15) \$25.00 for each person shall be added up to a maximum of \$200.00.

Fixed Options\*\*

VSP-2 SILVER Vision Insurance  
Meals  
Added Life  
0-6 Ortho Rider Plan A

\*\*All must participate to receive any of the options above. Majority decides.

Market Basket:

Annuity - TSA (Collectible upon Retirement)  
MEA Group Term Life (\$10,000 blocks up to \$100,000 for member and spouse)  
Dependent Life Rider (\$5,000 for each member. Each could carry \$5,000 on child)  
MESSA Basic Term Life (\$5,000 AD&D)  
MESSA Dependent Life (\$2,500 Spouse and \$1,500 each child)  
Hospital Confinement Indemnity (Up to \$40 per day while confined)  
MESSA Supplement Term (Up to \$20,000 of additional life)  
Accidental Death and Dismemberment (Up to \$100,000)  
Survivors Income Benefit (\$200 per month to spouse, plus \$100 per month for children)

**APPENDIX 3**

**MEMORANDUM OF UNDERSTANDING**

1. Seven (7) period day: The parties agree that Article 9.1B5, Article 9.2B, Article 20.1 A3b will apply to the Middle School and the High School if and only when they adopt a seven period day. The Middle School will fall under the High School portions of the above articles when in a 6 period day schedule.

**APPENDIX 4**

Grievance Level 2 (Superintendent or designee) A and B and Level 3

(Arbitration) A: The parties agree that there shall be additional days added to each grievance procedure of the grievance level:

1. appeals to principals decisions (10 day total);
2. grievance conference held by superintendent (10 days total);
3. superintendent's response from the grievance conference (10 days total);
4. association filing for binding arbitration (30 days total)

**APPENDIX 5**

**MEMORANDUM OF UNDERSTANDING**

It is hereby agreed between the Lakeville Education Association and the Lakeville Board of Education that the following will be agreed to by the parties as part of the bargaining process for a new master agreement.

1. The Association agrees to drop the pending arbitration and unfair labor practice concerning the lesson plan issue.
2. The Board agrees to eliminate its November 23, 2004 action defined in a motion concerning the specific format for the preparation of lesson plans.