

A G R E E M E N T

between

LakeVille Community Schools

and

LakeVille Education Association

2011-2014

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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 Eighth day of August, 2011, 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. No past practice shall be recognized unless committed to writing and incorporated into this agreement or in a Memorandum of Understanding.
- 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. Association days shall not be granted to picket Lakeville School District or any other district.
- 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. A copy of the Board agenda will be delivered to the Association President in the same manner and at the same time it is delivered to a majority of the Board. 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, as long as it does not violate Board policy.
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, as long as it does not violate Board policy.
- 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 1st 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 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
- 4.4 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 as long as the teacher was conducting himself/herself according to the rules and policies of the Board of Education and state and federal law.
- 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 as long as the teacher was conducting himself/herself according to the rules and policies of the Board of Education and state and federal law.
- 5.5 No teacher shall be disciplined, reprimanded, reduced in compensation, or reduced in rank without due process protection, and following the requirements of the law.
- 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, and following the requirements of the law.
- 5.8 A teacher shall be entitled to have present the teacher's Association representation, 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 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.
- 5.10 Any complaint made against a teacher by any parent, student, or other person, will be promptly called to the attention of the teacher. Every effort will be made to inform the teacher within 24 hours as to the nature of the complaint.
- 5.11 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 affect the teaching/learning process. The Board or its designee shall endeavor to control these factors within its scheduling, staffing, and financial limitations.
- 5.12 No polygraph or lie detector device shall be used by the school district in any investigation of any teacher.
- 5.13 Video and Recording Surveillance

- A. The intended use and purpose of a surveillance system is to provide a safe and orderly learning environment for the students, staff and general public.
- B. A surveillance system may be used in areas and for general purposes not prohibited by this article. For purposes of this provision, "private areas" include, but are not limited to, e.g. locker rooms, classrooms, staff lounges, private offices, bathrooms, or other areas in which instruction is occurring. A teacher's privacy interests are to be protected to the extent required by law.
- C. Should the district become aware of recordings which may disclose an incident involving a teacher that may lead to disciplinary action, the district will notify the teacher and the Lakeville Education Association. Every effort will be made to notify the teacher and the Association within 48 hours.
- D. The teacher and the Association will have access to the recordings or other materials appearing in or referenced in the recording to the alleged incident to the extent allowed by law.
- E. Unless otherwise needed for investigation, disciplinary action, or deemed important by the administration or staff, recorded information and all other materials appearing in or referenced in the recording related to the alleged incident will be destroyed within 60 days of the district's initial awareness.

ARTICLE 6

Association Fees and Deductions

- 6.1 Within thirty (30) days of the 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, 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.

- 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 deduction of the service fee will be filed with the Board in the event compliance is not effected.

- B. If the teacher fails to comply, the Association shall notify, in writing, the Board and shall request involuntary deduction of the membership or service fee. 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 deduction, shall conduct a hearing on said charges, limited to the question of whether the employee has paid the membership or service fee. In the event of compliance at any time, the process may be withdrawn.
- 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 and 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 or 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 1st. 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 if kindergarten teachers have two sections daily, they may 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.
- 7.7 All teaching positions within the Lakeville Community School District will be hired and employed by the Lakeville Community School Board of Education. The parties agree this paragraph in no way restricts the District's ability to offer distance learning, online classes and/or summer school.

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 shall adhere to the state mandated student hours and/or days.
5. Preparation Time: Teachers shall have 3 hours and 45 minutes prep time weekly in a normal week.
6. Lunch Time: Teachers shall have a thirty (30) minute, duty-free, lunch.
7. 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 parties will bargain aspects of the school calendar not mandated by law.
4. Student Instructional Time: Student instructional time shall adhere to the state mandated student hours and/or days
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. 6th, 7th and 8th grades will teach 30 periods per week.
6. 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 Adjustments in teaching days and/or hours above state mandated minimums may be bargained by the parties.
- 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. Mileage at the current IRS rate will be paid to teachers required to travel between buildings.
- 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. Staff with scheduled student activities immediately after school will be exempt from staff meetings for the duration of their season.
- 8.7 Forty-eight (48) hours notice will be given for non-emergency staff meetings.

ARTICLE 9
Teaching Conditions

- 9.1 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 11th day of each marking period.

Class Size/Class or Grade	Targeted Class Size	Suggested Maximum
K-1 st	22	25
2 nd	25	26
3 rd	25	28
4 th -5 th	25	30
All General Ed Classes 6 th -12 th	30	32
Secondary PE	30	50
Special Education	Legal Compliance	

- 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 C):

Maximum class size (except band and choir) 32 pupils

Maximum per day (except band and choir)	160 pupils
Physical Education (maximum class size)	50 pupils
Physical Education (maximum per day)	240 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:

Maximum Class Size (except band and choir)	32 pupils
Maximum Per Day (except band and choir)	160 pupils
Chemistry Maximum Class Size	28 pupils
Woods Maximum Class Size	26 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.

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

- D. A media center clerk shall be provided at each building, hours to be determined by the building needs/administration.
 - E. 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.
 - F. New or existing class sizes not spelled out in the contract shall have their class sizes discussed and mutually agreed to by the Board and the Association.
 - G. Special education students will be equitably distributed across classes, except for classes designed specifically for special need students (*i.e.*, IIS Science, etc.) according to current law. Any exceptions to this must be agreed to by the special education and the regular education staff involved.
- 9.2 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.
- 9.3 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 no limited to, Department of Health Regulations for public school, Michigan Administrative Code, and General School Laws.
- 9.4 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, athletic participation fees, student pictures, nor charity drivers.
- 9.5 Under no conditions shall a member of the bargaining unit be required to drive students in a personal vehicle or on a school bus.
- 9.6 The Board or its designee shall make available in each school, adequate restroom and lavatory facilities exclusively for employee use.
- 9.7 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.
- 9.8 Adequate parking facilities shall be made available to teachers and maintained at all times.
- 9.9 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.
- 9.10 School District policies are available on line. All teachers are expected to familiarize themselves with Board policies and procedures so listed. New or changed policies will appear on the District's website and emailed to staff within 30 days of adoption. In the event the provisions in the teacher policies conflict with the provisions contained in this Master Agreement, then the Master Agreement provisions shall supersede the conflicting provisions in this handbook or policies.
- 9.11 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.
- 9.12 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.
- 9.13 A. In the event scheduled days of instruction are not held and said days need to be rescheduled, all teachers shall be required to work these scheduled days without additional compensation. Scheduled days missed not required to be made up, for which the district receives state aid, will not be made up.
- 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
Vacancies, Promotions and Transfers

- 10.1 Vacancies shall be defined as openings or new positions which the Board intends to fill to which no current staff member has a claim. Vacancies shall be filled on the basis of highly qualified (HQ) and certification. When HQ and certification are equal, seniority shall be the deciding factor. 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.
- 10.2 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 officers of the Association of such vacancies and post them in every school building, in lounges on the District website for a minimum of five (5) business days while school is in session and ten (10) business days when school is not in session. 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.
- 10.3 **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. Short term vacancies: Short term vacancies shall be defined as openings of sixty (60) days or less.
- 10.4 Any vacancy for which Highly Qualified is required shall be processed as follows:
 - A. Permanent vacancies after the last day of the school year and prior to August 1st shall be posted on the District Website for a minimum of ten (10) business days and a copy sent to each of the officers of the Association. Posting dates shall be June 15th, June 30th, July 15th, and July 30th.
 - B. Permanent vacancies that occur after August 1st, and prior to the first day of school shall be offered to a qualified laid off teacher. The laid off teachers will be contacted. 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.
 - C. All other permanent vacancies, as determined by the Board of Education, 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 15th for the ensuing year. The Board may choose to post any of the vacancies that occur.

- D. 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. **Temporary vacancies:**
1. Temporary vacancies of exactly one (1) school year in duration that occur before August 1st 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 who 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 1st 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.
- 10.5 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.

10.6 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.

10.7 Temporary teachers shall enjoy the rights, privileges and responsibilities as provided in the master agreement.

10.8 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.

10.9 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.

C. 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 indicating their desire on the Assignment Preference Form (see Appendices).

D. The Assignment Preference Form shall be completed by all bargaining unit members before April 30th to be used for initial staffing purposes. This form is to be submitted to the Building Administrator before April 30th.

E. Every effort will be made to avoid reassigning probationary teachers to different grade levels or teaching assignments.

10.10 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 1st. 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 11
Personnel Reduction and Recall

- 11.1 A. Personnel shall not be reduced, except for reasons to be determined by the Board of Education. Returns from leaves are covered in Article 17.
- 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.
- 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.

11.2 **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.
 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.
 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 15th 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, then they shall be listed in order of the adjusted first work date under Teacher Contract of Employment.
 - b. If equality still exists, then 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 breaking 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 1st lottery from November 15th to November 30th. A teacher may challenge the seniority list resulting from the March 1st lottery from March 15th to March 30th. 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 1st if to be used in making assignments from the current seniority list. Appropriate documentation shall be provided as soon as it is available.

- D. A revised seniority list shall be provided to the Association President no later than February 1st and May 1st.

11.3 In the event teacher lay-offs, the following procedures will be followed:

- A. Prior to May 15th of each school year, all teachers will complete a copy of the *Assignment Preference Form* (see Appendices). This form is to be returned to the Superintendent's office by May 15th. These forms will be used for staffing, according to highly qualified, seniority, certification, and preference. Teaching assignments and master schedule should be completed prior to the last teacher work day (TWD) of the year.
- 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.
 - *2. Another department or grade in his/her current building for which he/she is certified and highly qualified.
 - *3. Current grade or department in another building for which he/she is certified and highly qualified.
 - *4. Another grade or department in another building for which he/she is certified and highly qualified.
 - *5. If no vacancy is available in any grade or department for which the individual is certified and highly qualified, in any building, then the individual will then be unassigned laid-off.
 - *6. A bid meeting (if necessary) will be held for unassigned or laid-off teachers to bid for open positions after completion of the master schedule. (see Appendix 3)

*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.

11.4 In the event reduction of personnel, 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, prior to Board notification.

- B. If it becomes necessary to lay-off teachers, then 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, then 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, then the person shall be retained who meets the Highly Qualified Criteria as per NCLB.

11.5 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.
- 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 15th 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 as determined by the Board of Education.

This request shall be granted and will not affect their continuous service status providing the conditions of Article 12.2 have been met.

11.6 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. Teachers shall notify administration of their mailing address.

- 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 he/she 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 ten (10) calendar days after receipt of written notice by certified mail, that he/she will accept the position.
- D. 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.
- E. 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 ten (10) calendar days of receipt of written notice by certified mail, then that teacher shall not be eligible for recall to that position, but shall remain on the recall list only to the extent required by law.

ARTICLE 12
Professional Grievance Procedure

- 12.1 A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement. The Association and the grievant agree not to process a grievance in which the same issue has been or is being processed in any other forum such as MERC or court.
- 12.2 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 I - (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.
- 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.

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.
- 12.3 A. In all steps of the grievance procedure, except in the arbitration step, 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.

- 12.4 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, then 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, then it may be appealed through the grievance procedure beginning with Level 2.
- 12.5 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, then 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.
- 12.6 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.
- A. If a mutually scheduled arbitration case is postponed with less than one (1) week's notice to the other party and the arbitrator, the party requesting the postponement will pay any and all arbitrator charges caused by the postponement.
- B. The Association shall give the Superintendent five (5) business days advance notice, in writing, of the names of the employees it needs to be excused from work to attend the arbitration hearing. The Superintendent shall supply the Association with the District's list of witnesses within five (5) business days of the arbitration hearing.
- C. The arbitrator shall have no power to change or establish any salary or salary schedule.
- D. The time limites provided in this Article shall be strictly observed, and may only be extended by the written agreement of both parties.

ARTICLE 13
Continuity of Operations

- 13.1 The Association and the Board, or its designee, subscribe 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.
- 13.2 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 14
Special Student Needs

- 14.1 Diagnostic and Special Education services shall be provided in accordance with Federal, State laws and applicable Genesee Intermediate guidelines.
- 14.2 The Board shall maintain up-to-date copies of the Genesee Intermediate Special Education Guidelines, State and Federal laws and regulations concerning Special Education for use by teachers.
- 14.3 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.
- 14.4 The building principal shall, in turn, submit such forms to the Administrator responsible for Special Education.
- 14.5 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.
- 14.6 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
 - 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.
- 14.7 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.
- 14.8 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.
- 14.9 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.
- 14.10 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.
- 14.11 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.
- 14.12 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 15
Absence and Leave Policies

15.1 **Paid Leaves**

- A. **Notification of Absence:** Teachers who are unable to report for duty must contact the Substitute Service at least one (1) hour prior to their reporting time. Failure to follow this procedure may result in disciplinary action.
- 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. Anyone absent the day before and/or the day after a holiday or recess period may be required to provide a doctor's excuse in order to be paid sick day pay.

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 30th 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. **Family Medical Leave Act (FMLA):**
The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993. To be eligible for leave under the Act, an employee must have been employed for at least 12 months and must have worked for at least 1250 hours during the previous 12-month period. To the extent required by law, an eligible employee is entitled to a total of 12 workweeks of leave during any twelve-month period (measured back from the last use of FMLA leave) for one or more of the following:
- for the birth and care of the newborn child of the employee;
 - for placement with the employee of a son or daughter for adoption or foster care;
 - to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
 - to take medical leave when the employee is unable to work because of a serious health condition.

Said leave shall be unpaid following utilization of all sick leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not exceed the maximum 12 workweek duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

Employee return from leave taken under the Act will be to an equivalent position if required by the Act and as governed by relevant contract provision.

The forms for the FMLA will be those utilized by the U.S. Department of Labor. (Website: <http://www.dol.gov/library/forms/go-search-dol-forms.asp>)

D. Personal Affairs Days:

1. Five (5) 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. 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 10% 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.

E. **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 may be granted at the discretion of the building administrator without loss of pay or sick/personal time.** 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, **step-children, grandchildren, grandparent, aunt, uncle, niece, nephew** 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.

F. **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.
- G. **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 by the Board to appear in court for matters relating to school or professional responsibilities shall receive their pay from the Board for such time lost, less any compensation received.
- H. **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.

15.2 **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).

15.3 **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. **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, and sabbatical 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.

C. **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 1st 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
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.

15.4 **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. The teacher's seniority will be frozen at the beginning of the administrative leave.
- 15.5 **Accrued Leave Seniority:** Seniority will accrue up to 2 years for an extended medical leave. Involuntary leaves (layoff) seniority will accrue up to the amount of years of service in the district. All other leaves, except administrator leaves, would accrue one year of seniority.

Article 16 - Calendar

2011-12 Calendar		Number of Days per Month														
		Months	Teacher days	Students (Contact days)	PD # 7:30-2:45	TWD	Total Teachers									
8/31/11	Evening Kick Off (Staff is invited, but not required)	8/11	-	-	-	0	0									
9/01/11	½ Professional Development (PD) ½ TWD	9/11	19	19	.5	1.5	21									
9/02/11	TWD	10/11	20.5	21	-	-	20.5									
9/05/11	Labor Day	11/11	18	18	-	1	19									
9/06/11	First Day Students (Full Day)	12/11	15	15	1	-	16									
9/20/11	1 st MP Overload Date	1/12	18	19	1	2	21									
10/07/11	Homecoming- Early Release (1/2 day)	2/12	19	19	1	-	20									
10/11/11	MEAP Testing Begins	3/12	20	20*	1	1	22									
10/28/11	Last day for MEAP make-ups	4/12	16	16	-	-	16									
11/04/11	1 st MP Ends / TWD	5/12	20	20	1	-	21									
11/10/11	Celebrate Veteran's Day	6/12	4	5	1	1.5	6.5									
11/11/11	District-wide Parent Teacher Conferences 8 am – noon (No school for students)	Totals	169.5	172	6.5	7	183***									
11/14/11	Report Cards Sent Home (for parents not attending conferences)	<p>**184th Day: One evening conference each semester as listed.</p> <p>Evening Parent Conferences</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Date</th> <th style="width: 35%;">4:30 – 8:30 p.m.</th> <th style="width: 35%;">4:30 – 8:30 p.m.</th> </tr> </thead> <tbody> <tr> <td>Tuesday 11/09/11</td> <td>High School</td> <td>Upper Elementary</td> </tr> <tr> <td>Thursday 11/10/11</td> <td>Lower Elementary</td> <td>Middle School</td> </tr> </tbody> </table>						Date	4:30 – 8:30 p.m.	4:30 – 8:30 p.m.	Tuesday 11/09/11	High School	Upper Elementary	Thursday 11/10/11	Lower Elementary	Middle School
Date	4:30 – 8:30 p.m.							4:30 – 8:30 p.m.								
Tuesday 11/09/11	High School	Upper Elementary														
Thursday 11/10/11	Lower Elementary	Middle School														
11/24-25/11	Thanksgiving Vacation	<p>03/01/12 Evening Conferences by Teacher Invitation Only</p> <p style="text-align: center;">All Levels</p>														
11/22/11	2 nd Marking Period Overload Date	<p>**185th Day: 6 one hour data analysis after school / after school professional development</p> <p>+186th Day: One evening school student activity each semester, to be determined by each teacher. Attendance must be for an activity teacher is not receiving supplemental salary for.</p> <p>*HS Teachers will report for proctoring MME/ACT. All other buildings will have building PD.</p> <p># All teachers need equivalent of 5 PD days to maintain certification. Probationary teachers need additional 15 days over a three year period (average 5 days each of the initial three years)</p> <p>State requires a minimum of 1098 student contact hours (38 may be use as professional development). In addition, students may attend school no less than 170 days.</p>														
12/09/11	PD day															
12/22/11	Last Day in Session (Winter Break)															
1/03/12	School Resumes															
1/16/12	PD Day (Martin Luther King Day)															
1/25/12	Exam, ½ day Students/ ½ TWD															
1/26/12	Exam, ½ day Students/ ½ TWD															
1/27/12	1st Semester Ends /TWD															
1/31/12	Report cards sent home															
2/13/12	3 rd MP Overload Date															
2/17/12	PD day															
2/20/12	Mid-Winter Break															
3/1/12	Evening Conferences by Teacher Invitation															
3/6/12	PD (Only 11 th graders will report)*															
3/6-8/12	Michigan Merit Exam/ACT															
3/20-22/12	MME Make-ups															
3/30/12	3 rd Marking Period ends /TWD															
4/02/12	Spring Break Begins															
4/03/12	Report cards mailed home															
4/09/12	School Resumes															
4/23/12	4 th MP Overload Date															
5/11/12	PD day															
5/24/12	Seniors Last Day															
5/25/12	Insurance Day- No School if mandatory hours have been met															
5/28/12	Memorial Day, No School															
6/06/12	Exam, 1/2-day Students/& ½ TWD															
6/07/12	Exam, 1/2-day Students & ½ TWD															
6/07/12	Graduation															
6/08/12	PD day															
6/11/12	.5 TWD (optional reporting)															

ARTICLE 17
Compensation and Fringe Benefits

17.1 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 and middle 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.
4. Extra duties pay – see Schedule B
5. For yearly compensation for sick/personal days in excess of seventy-eight (78), see Article 15.1, 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 21st paycheck.
3. All payroll checks will be direct deposited into the accounts designated by the employee.

17.2 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
Dental Insurance

Long-Term Disability Insurance
Vision Insurance

The Board shall provide full coverage MESSA CHOICES II with variations for teachers, their spouse and family. The employee 10% contribution amount of the premium, will be payable in 21 equal pre-tax payments through payroll deduction. 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. **Liability Insurance through dues paid to NEA will be considered adequate coverage.**

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

- 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. The employee 10% contribution amount of the insurance premium will remain the responsibility of the employee. Persons on other leaves may elect to pay their own premiums at the group rate.

- F. **Additional Fringe Benefit Options:** The Board will pay fringe benefits for people on leave due to illness or accident for the remainder of the contract year. The employee 10% contribution amount of the insurance premium will remain the responsibility of the employee. Persons on other leaves may elect to pay their own premiums at the group rate.

17.3 **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, and sabbatical leaves.

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.

17.4 **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.

17.5 **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.

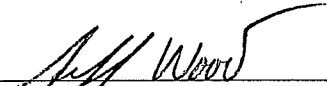
17.6 **TUITION REIMBURSEMENT:** Teachers are encouraged to improve their skills by seeking additional education. The teacher may receive reimbursement for the coursework, provided the Superintendent pre-approves the written request for additional coursework, and further provided that the teacher satisfactorily 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 18
Duration of Agreement

18.1 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.

18.2 This Agreement shall be effective as of September 1, 2011, and shall continue in effect for three (3) years until the 31st day of August, 2014. Salaries (Schedule A), Insurances (Article 20), and Calendar (Article 19) will be negotiable for 2012-13 school year and the 2013-14 school year. However, if the parties have not settled Salaries, Insurance and Calendar by July 1, 2012 and July 1, 2013, then the entire agreement expires.

For the
LAKEVILLE BOARD OF EDUCATION

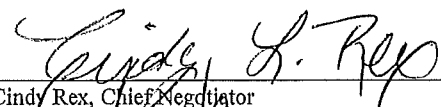


Jeff Wood, President

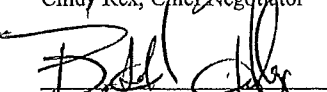


Gary Peterson, Secretary

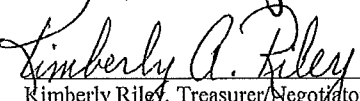
For the
LAKEVILLE EDUCATION ASSOCIATION



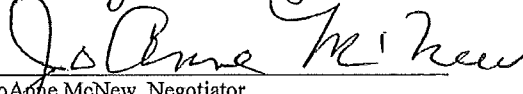
Cindy Rex, Chief Negotiator




Josh Henley, President/Negotiator



Kimberly Riley, Treasurer/Negotiator



JoAnne McNew, Negotiator



Dan Huggler, Negotiator

SCHEDULE A

**Lakeville Community Schools Salary Schedule
2011-2012**

STEP	B.A.	B.A.+18	M.A.	M.A.+15	M.A.+30
1	35358	37833	40480		
2	37242	39875	42639		
3	39231	41973	44913		
4	41320	44213	47310		
5	43524	46574	49833	52821	55989
6	45843	49056	52490	55638	58976
7	48290	51672	55288	58605	62123
8	50869	54428	58235	61727	65433
9	53578	57329	61340	65023	68924
10	53578	57329	64612	68487	72601

Teachers with at least ELEVEN (11) years teaching experience at Lakeville or beyond shall receive 2% longevity increase based on Step 10 of their pay level.

Teachers with at least NINETEEN (19) years teaching experience at Lakeville or beyond 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.

2011-2012

The 1/2% off schedule pay in December will be eliminated.

Teachers will remain on the same pay rate they were on for the 2010-2011 schedule for the first semester of the 2011-2012 school year.

Teachers will advance to their next step level and receive the pro-rated pay rate increase (1/2 the value of the step increase) for the second semester only of the 2011-2012 school year.

For example: A teacher on step 5 pay for the 2010-2011 school year will remain on step 5 pay for the first semester. The teacher will advance to step 6 pay for second semester and receive the increase in step pay for second semester only. 2010-2011 BA step 5 = \$43,524, this will be the teacher's pay for the first semester. Second semester the teacher will advance to BA step 6 with a pro-rated salary of \$44,683.50 (1/2 the value of the step increase from step 5 to step 6)

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 athletic activity.

The dollar amount paid for the 2010-2011 school year for the positions on Schedule B, C, and D shall establish the maximum amount of money each position will be paid for the 2011-2012 school year. If the replacement for a person on Schedule B, C, and D has less experience than the person he/she is replacing, the replacement will be paid according to his/her experience.

SCHEDULE B - ATHLETIC EVENTS

HIGH SCHOOL SPORTS+

*Athletic Director	13%
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%
HS Scorer and Timer	\$35.00 per event
Soccer (Head)	6%
Soccer (Assistant)	4%
Fall Varsity Cheerleading Coach	3%
Winter Varsity Cheerleading Coach	5%
Fall Junior Varsity Cheerleading Coach	2%
Winter Junior Varsity Cheerleading Coach	3%
Fall Freshman Cheerleading Coach	2%
Winter Freshman Cheerleading Coach	3%

MIDDLE SCHOOL SPORTS

Middle School Athletic Director	9%
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%
MS Scorer and Timer	\$20.00 per event
Fall Heavyweight Cheerleading	2%

Fall Lightweight Cheerleading	2%
Winter 8 th Grade Cheerleading	3%
Winter 7 th Grade Cheerleading	3%

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

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%-3% (see K below)
Quiz Bowl Coach	11%
Academic Olympics	8%
M.S. Trip Coordinator	8%
H.S. Student Council	8%
M.S. Student Council	2%
<u>Class Sponsors - High School</u>	
9 th Grade (One paid per grade).	4%
10 th Grade (One paid per grade).	4%
11 th Grade (One paid per grade).	6%
12 th Grade (One paid per grade).	6%

SCHEDULE D - FACULTY EXTRA DUTY ASSIGNMENTS

Special Education Coordinator	11%
Title One Coordinator	8%
Vocational Coordinator	3%
Department Chairpersons (High School) 4 core departments- \$25.00 per section	
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%
GenNET Teaching Assignment	2%
Building Web Manager	2%
Building Technology Advisor	2%
Transition Coordinator	2%
MENTOR TEACHER.	\$25.00 PER HOUR
(MINIMUM 20 HOURS- SEE L BELOW)	

- 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.
- J. Job descriptions within schedule C & D will be decided by the activity coordinator and the building supervisor. This will include, but not be limited to, number of students, number of meetings, expectations of the group, etc.
- K. *Percentage rate of the club sponsor position will be determined by the building administrator based upon the proposal. The proposal should include, but not be limited to, number of students, practice time, final product, etc. Proposals are to be submitted to the building principal not later than September 30th of the school year.
- L. Mentor Teachers
 1. Mentors will be assigned to probationary teachers
 2. Mentorship will not be restricted to members of the LakeVille Education Association

3. The mentor position will be posted, and the association members will receive consideration upon submitting a written application to the building principal. Appointment will be for a period of one (1) year.
4. Mentors will have at least five (5) years of teaching experience on the K-12 level, and will in most cases, possess certification in the same area(s) as the probationary teacher.
5. Mentors within the Association bargaining unit will receive reimbursement at the rate of \$25 for each hour of consultation and observation, such hours are to be documented and submitted to the building principal at the end of each month. Reimbursement forms will be turned in during December and May of the school year. It is anticipated that most mentorships will require twenty (20) clock hours of consultation and observation per year. If it is anticipated that reimbursement hours will exceed twenty (20) clock hours, prior approval must be given by the building principal. The mentor shall be in attendance at all IDP meetings.
6. The mentor teacher will receive approved reimbursement from the school district for additional time and training.
7. The building principal will assign mentorship no later than thirty (30) school days from the commencement of the school year
8. Either the mentor, probationary teacher, or the principal may request a change in mentor assignment at any time during the probationary period
9. The role of the mentor teacher shall be formative in nature. The mentor shall not participate in the evaluation process. Michigan Department of Education (MDE) Guidelines govern the Mentor Teacher Program for the District.

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 (61st) 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 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
Pre-Observation Conference Form**

Teacher	Building	Assignment
Evaluator	Date	_____ A.M.-P.M. Time

Agreed upon date and time of observation visit: Date: _____ Time: _____ A.M.-P.M.

The following areas of the evaluation were discussed (check all those that apply):

- I. Techniques of Instruction
- II. Classroom Management
- III. Personal Qualities
- IV. Organizational Skills
- V. Professional Related Activities

The following were given the teacher and were discussed:

- I. Criteria for Teacher Evaluation
- II. Factors Affecting Teacher Performance
- Other: _____

Evaluator's Comments: _____

Teacher's Comments: _____

Teacher's Signature	Date	Evaluator's Signature	Date
---------------------	------	-----------------------	------

(does not indicate agreement
(tchreval.1)
Evaluator – White
Teacher – Yellow
Personnel - Pink

**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

APPENDIX 1

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
------	-----------

1. Current assignment.
- *2. Another department or grade in his/her current building for which he/she is certified and highly qualified.
- *3. Current grade or department in another building for which he/she is certified and highly qualified.
- *4. Another grade or department in another building for which he/she is certified and highly qualified.
- *5. If no vacancy is available in any grade or department for which the individual is certified and highly qualified, in any building, the individual will then be laid-off.

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 3

Bid Meeting – Staffing Process

Whereas, in regard to teacher staffing, the Board and Association mutually agree to the following:

1. Promote effective and timely planning for filling teacher vacancies;
2. Provide the opportunity for current staff to transfer to the degree feasible, yet facilitate the early hiring of new employees.

Therefore, the Board and Association agree to the following staffing process for all vacancies that have occurred before 12:00 am of _____.

1. All known changes in personnel resulting in vacancies such as: promotions, transfers, resignations, leaves of absence and temporary vacancies will be filled on _____ at _____ in the Middle School Media Center.
2. The Bid meeting will be conducted by the Superintendent and the LEA President or his designee. The Board shall have final approval rights on all placements that result from the Bid Meeting.
3. A written notice specifying the nature of the positions available, building and grade levels will be sent to the LEA President and officers, and will be posted on the district website and on each district building by 10:00 a.m. on _____.
4. This agreement supercedes the posting requirements and other inconsistent provisions of Article 11 and any other provisions of the Master Agreement which are inconsistent with this agreement.
5. This agreement only applies to vacancies known at the time of the Bid Meeting and the resultant vacancies that are created as a result of job selection at the Bid Meeting.
6. The Bid Meeting will be held in lieu of the June 15th posting in Article 11 of the Master Agreement. All vacancies that occur after 12:00 a.m. on _____ will be filled according to Article 11 of the Master Agreement, save for elimination of the June 15th posting. Permanent vacancies after the Bid Meeting and prior to August 1 will be posted on the district website and according to the procedures of Article 11 of the Master Agreement on June 30th, July 15th, and July 30th.
7. All teachers interested in changing positions should attend the meeting. All known vacancies and vacancies that occur as a result of a teacher selecting a position will be filled at the Bid Meeting.

BID MEETING PROCEDURES

1. The Bid Meeting will be conducted jointly by the Superintendent and the LEA President or his/her designee.
2. Vacancies and newly created positions within the bargaining unit shall be filled by the teacher with the longest seniority at LakeVille providing that he/she meets all qualification requirements, subject to the provisions of the law. The Board of Education and/or its designee shall determine qualifications and placement shall be subject to the approval of the Board.
3. Any teacher interested in changing positions should attend the Bid Meeting. If a teacher is unable to attend the Bid Meeting, he/she may designate an agent to bid on his/her behalf. The attached designee form must be filled out and submitted to the Superintendent and the LEA President or his designee before the start of the Bid Meeting.
4. The bidding will be declared over when:
 - a. There are no positions left to be posted
 - b. There are no bidders qualified for any of the positions that remain; and/or
 - c. There are no bidders for the remaining positions posted.
5. Acceptance of any position must be made in writing to the Superintendent within three (3) business days of the Bid Meeting.

The Board and the Association agree to collaboratively utilize this process in order to provide a fair and efficient method of determining highly qualified status and seniority to be considered in the placement of instructional personnel.

BID MEETING DESIGNEE FORM

I, _____, designate _____ to bid on my behalf at the Bid

Meeting on _____ for these positions:

1. _____

2. _____

3. _____

Signature

Date

Phone number where you will be available during the hours of the bid meeting starting at _____ am/ pm.

Phone Number

APPENDIX A

LAKEVILLE COMMUNITY SCHOOLS

MESSA-PAK SUMMARY

TEACHERS

<u>PAK A:</u>	For Employees electing health insurance
Health	MESSA Choices II (\$5,000 Basic Term Life) \$10/20 Drug Card In-Network \$200/\$400 Deductible Out-of-Network \$400/\$800 Deductible \$20/\$25/\$50 Office Visit/Urgent Care/Emergency Room
Long Term Disability	66 2/3 % \$5,000 Monthly Maximum
Benefit	90 Calendar Days – Modified Fill Maternity Coverage Pre-Existing Condition Waiver Freeze on Offsets Alcohol /Drug – Same as any other illness Mental / Nervous – Same as any other illness Two Year Own Occupation
Negotiated Life	\$30,000 with AD&D
Vision –Plan Year July 1-June 30	VSP-2 Silver
Dental – Plan Year July 1-June 30	\$75/\$75/\$60; \$1500 (75% \$1500 Ortho Maximum)
<u>PAK B:</u>	For employees not electing health insurance
Long Term Disability	66 2/3 % \$5,000 Monthly Maximum
Negotiated Life	\$40,000 with AD&D
Dependent Life	\$2,000 Spouse/ \$2,000 Child/Children
Vision –Plan Year July 1-June 30	VSP-2 Silver
Dental – Plan Year July 1-June 30	\$80/\$80/\$80; \$1500 (80% \$2000 Ortho Maximum)

Employee Contribution 10% of monthly premiums for health, dental and vision

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 C

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.