

## ARTICLE I RECOGNITION

### Section 1.1 Collective Bargaining Unit.

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 336 of 1947, as amended, for all Certified Teaching Personnel under contract with the Board in the following positions:

classroom teachers, librarians, counselors, special education teachers, school psychologist, consultants working with students, but excluding all substitute personnel, all adult education, principals, superintendents, supervisory and executive personnel, social worker and other contracted personnel not holding teaching certificates nor assigned regular classroom duties, administrative and clerical personnel, aides, custodial and transportation personnel

### Section 1.2 Teacher Definition.

The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined.

### Section 1.3 Negotiation Prohibition.

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE II MANAGEMENT RIGHTS

### Section 2.1 Reserved Rights.

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, 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:

- (a) ...to the executive management and administrative control of the school system and its properties and facilities, and the professional and occupational activities of its employees;
- (b) ...to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; subject to the provisions set forth in Articles VI, VII, VIII and IX;
- (c) ...to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (d) ...to decide upon the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; the Board will consult with the teachers in the affected area with respect to these matters;
- (e) ...to determine class schedules and the hours of instruction, the duties, responsibilities, classroom assignments and extra-curricular assignments of teachers.

The exercise of the foregoing powers, rights, authority, duties and responsibility by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### **ARTICLE III TEACHER AND ASSOCIATION RIGHTS**

#### **Section 3.1** **Protected Rights.**

Pursuant to Act 336, as amended, the Board hereby agrees that those employees, represented by the Association as defined in Article I, except those excluded in Article I, of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation on subject matters included in said Act. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly nor indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336, as amended, or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or with respect to any terms or conditions of employment. The Association agrees that it will not discriminate against any teacher who is not a member of the Association, but who is being represented by it.

#### **Section 3.2** **Discipline.**

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or discriminated against without just cause stated in writing. Any such discipline, reprimand or reduction in rank or compensation shall be in accordance with the Teacher Tenure Act, as amended. Nothing in this section, however, is to prevent direct oral communication between the administrator and teacher when discipline or reprimand appears to be necessary. The teacher may request that the reprimand be put in writing.

#### **Section 3.3** **Rights of Citizenship.**

Notwithstanding this employment, teachers shall be entitled to full rights of citizenship as guaranteed by the Constitution of the United States and Michigan.

#### **Section 3.4** **Use of School Facilities.**

The Association shall have the right to use school buildings and equipment, without rental charge, for the purpose of conducting Association business. Such equipment shall be audio-visual and general office equipment which is normally available for teacher use. The Association agrees to abide by the rules and regulations established by the Board for use of school buildings and equipment. The Association shall pay for the cost of all materials, supplies and extra maintenance and services incident to such use.

**Section 3.5**  
**Inter-School Mail.**

Inter-school mail and school mail boxes may be used by the Association to distribute official communications of the Association. Official communications of the Association shall not include communications of a defamatory nature. Distribution of Association materials in school mail boxes shall be the responsibility of the Association and shall be signed by an Association representative. A copy of all official Association communications posted on the school bulletin boards shall be sent to the Superintendent.

**Section 3.6**  
**Public Information.**

The Board agrees to furnish the Association with such public information as required by law, which may be available concerning the financial resources of the school district, tentative budgetary requirements and allocations. The Association agrees that request for such information will be made in writing through the president or someone designated by him/her, and that request will be made sufficiently in advance of their need so that the Board may have ample time to prepare and/or assemble the requested information. Original records may be examined only at the offices of the Board. In addition, the Board agrees to furnish, upon request, personnel data and such information which may be necessary for the Association to process any grievance or complaint.

**Section 3.7**  
**Fiscal Information.**

The Board will inform the Association of any fiscal, budgetary or tax programs, or construction programs which are proposed or under consideration. Such information will normally be communicated through Board meeting agendas and minutes.

**Section 3.8**  
**Association Business Leave.**

The LEA Executive Board members and committee chairpersons shall be permitted a combined total of eight (8) days of released time from school responsibilities to transact official Association business without loss of salary or other benefits. The financial responsibility for such days will be assumed by the Association at the current substitute rate. The Association representative will assume the responsibility of notifying the building principal when he/she expects to be absent and when he/she expects to return.

**Section 3.9**  
**Association Business During School.**

Association Executive Board members and committee chairpersons of the Association and its MEA and NEA affiliates shall be permitted to transact official Association business on school property provided that this does not interfere with nor interrupt normal school operations. Regional or state representatives of MEA or NEA will follow usual visitor procedures.

**Section 3.10**  
**Master Agreement.**

Copies of the Master Agreement will be distributed as a separate publication, at which time this Master Agreement will become the sole property of the individual teacher.

**ARTICLE IV  
SCHOOL CALENDAR**

**Section 4.1**  
**Negotiation of School Calendar.**

The Board and the Association agree that they will negotiate all aspects of the school calendar that are legally bargained. The school calendar shall be set forth in Schedule C, and there shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

In the event the calendar and other provisions of this Agreement creates a condition whereby the district does not meet the requirements of the State of Michigan for instructional hours, instructional days, or professional development days, the provision(s) will be immediately amended by the Superintendent and Association President to assure compliance. Such amendments will not result in additional cost to the district.

**Section 4.2**  
**Snow Days.**

Teachers will not be required to report when school is not in session because of "Acts of God." "Acts of God" are days which schools are closed because of weather conditions . . . ice, snow, tornadoes, etc., or when mandated by a lawful public authority.

**Section 4.3**  
**Lost School Days.**

All days lost to weather or other events that cannot be controlled by the school district shall be made up at no cost to the school district for employee expenses if the lack of such make up would cause a reduction in state funding.

**ARTICLE V  
PROFESSIONAL COMPENSATION**

**Section 5.1**  
**Salaries.**

The salaries of teachers covered by this Agreement are set forth in Schedules A and B, which are attached to and incorporated in this Agreement.

**Section 5.2**  
**Pay Periods & Schedule B Activities Pay Periods.**

The salary schedule is based upon a normal week teaching load, as hereinafter defined, for the school calendar year during normal teaching hours.

Teachers shall be paid in equal installments distributed bi-weekly throughout the calendar year. A teacher may apply to have pay prorated over twenty-one (21) pays instead of twenty-six (26). Such a request must be filed no later than thirty (30) days prior to the beginning of the first day of school. Any new teacher hired with less than thirty (30) before the beginning of school may make such determination at the time of hire.

For the 2011-12 school year, the date of the first pay will be September 2, 2011.

Seasonal Schedule B assignments will be paid in the following manner: One-half (1/2) at the commencement and one-half (1/2) upon the completion of the activity. Seasonal Schedule B assignments shall not be included in the teacher's daily rate. Year-long Schedule B assignments will be included in the teacher's bi-weekly pay. The Board and the Association agree that payroll deductions are acceptable for charitable contributions, Association dues, insurance, credit unions, savings bonds or any other plans or programs jointly approved.

**Section 5.3**

**Pay At End of School Year.**

If for any reason a teacher wishes the balance of his/her pay immediately following the academic year, he/she may receive it in a lump sum. Such pay will be given on the first pay period following the end of the student year. Such a request must be filed no later than thirty (30) days prior to the last day of school.

**Section 5.4**

**Release From Duties.**

A teacher engaged during the school day in negotiating a local problem at the request of, or with approval of, the Board or the Superintendent, on behalf of the Association, shall be relieved from regular duties without loss of salary. Time within the normal working day will be arranged if conveniently possible.

**Section 5.5**

**Reporting for Work.**

Teachers are expected to report for work at their buildings and to put in a full day unless otherwise notified by the administration. For each day a teacher fails to report, he/she will have his/her salary deducted by an amount equal to the prorated daily rate, including the holidays approved in this contract.

**Section 5.6**

**Pay for Less Than Full Year.**

Teachers beginning work after the start of the contract year or quitting work before the end of the contract year will have their contract amount converted to the daily rate in order to determine pay to be received or deducted.

**Section 5.7**

**Pay Upon Leaving System.**

Teachers leaving the school system at the end of the academic year may collect the balance of pay due them in a lump sum. All fringe benefits in this case will continue through the month of August, but not beyond August 31.

**Section 5.8**

**Mileage Allowance.**

Teachers required to drive their personal automobiles in their regular work assignment shall receive a mileage allowance of thirty-one cents (\$.31) per mile.

**Section 5.9**

**Holiday Eligibility.**

A teacher must work the working day before and the first working day after a paid holiday in order to receive pay for that day. An exception will be Labor Day, when only the working day after must be worked. A teacher on leave according to Articles X, XI, XII and Section 13.2 and 13.3 of XIII will receive pay for the holiday as if he/she were in attendance.

## ARTICLE VI TEACHING ASSIGNMENTS

### **Section 6.1** **Teaching Assignments.**

Teachers' assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certification and major and minor fields of study except temporarily and for good cause. If such a temporary assignment is necessary, the teacher will be given written notification as to the cause and the duration of the assignment. A fully qualified teacher will be obtained no later than the end of the trimester. A temporary teacher at the beginning of the trimester will be replaced with a qualified teacher no later than six (6) weeks into the trimester.

### **Section 6.2** **Notice of Teaching Assignments.**

By June 1, building principals shall notify teachers, in writing, of tentative assignments for the forthcoming school year. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignments in the secondary school grades shall be notified, in writing, as soon as is practicable, but no later than July 1st for first and second trimester assignments, and the first day of attendance in January for third trimester assignments, except as necessitated by enrollment changes, resignations or changes as a result of a decrease in school finances.

### **Section 6.3** **Notice of Special Service Assignments.**

Not included in above Section 6.2 are those teachers who provide auxiliary or special services in the elementary schools such as reading, physical education, art and music. Enrollments and needs cannot be identified until after school has started in September. Therefore, written notification of assignments for these areas will be given to involved teachers no later than October 1. Changes in these assignments may be made to provide continuous flexible programming during the school year at the mutual arrangement of the teachers and administrators involved.

### **Section 6.4** **Notice of Discontinuance of Special Services.**

Teachers wishing to discontinue their supervision of extra activities as defined in Schedule B must give notice, in writing, to the Superintendent by the first (1st) day of April of the year prior to commencement of their activities. Coaches of spring sports, however, may have until July 1st to notify the Superintendent, in writing, if they wish to discontinue their activities. Later cancellation may be arranged by mutual consent. The Board agrees to notify of discontinuance of extra-curricular activity supervision by July 1, except in unusual circumstances.

**ARTICLE VII  
TEACHING HOURS**

**Section 7.1**  
**Normal School Day.**

The normal school day shall consist of not more than seven and one-half (7-1/2) consecutive hours, including a lunch period and periods before the start of school and following the dismissal of students. All classroom teachers are to arrive in the classroom or other designated place no later than ten (10) minutes prior to the opening of the pupils' school day. Classroom teachers may leave no earlier than ten (10) minutes after the close of pupils' school day. Teachers will use the time before and after classes in the classroom making preparation or where they may be available to students. Occasional exceptions to this ten minute period may be granted by the principal. On Fridays and days falling before vacations, teachers may leave five (5) minutes after dismissal.

**Section 7.2**  
**Professional Hours.**

Teachers shall make themselves available outside the normal school day (as defined in Section 7.1) excluding weekends and holidays, for meetings, curriculum study and planning and other school-related activities which are educationally oriented, and such meetings, etc., shall not exceed three (3) hours per month. Teachers are not obligated to attend "optional meetings". By definition, an "optional meeting" may be used for discussion purposes only, not for building decision-making regarding the daily procedure of school (including, but not limited to: scheduling, curriculum, procedural rules, etc.) Teachers not in attendance at "optional meetings" will have the opportunity for input and an equal voice in the decision-making process.

**Section 7.3**  
**Preparation Periods.**

In pursuit of their professional teaching responsibility, teachers may use their designated preparation periods for research, planning, material gathering (including ERC visits) and meeting with parents, students and other faculty members.

- (a) Elementary teachers shall use for preparation all time during which recess, music, art, and P.E. have been scheduled.
- (b) The following are regularly scheduled in the elementary schools and should be used as minimum times:

	<u>P.E.</u>	<u>VOCAL MUSIC</u>
K-5	30 min. twice a week	30 min. twice a week
	<u>ART</u>	
K-5	60 min. every week	

(K indicates the number of times per teacher, not per sections.)

Regardless of what subject areas may be used for provision of preparation periods in the future, the amount of preparation time provided for each elementary classroom teacher shall not fall below a minimum of 180 minutes per week. This 180-minute minimum requirement does not include recess periods. If state or federal mandate necessitates an increase in teaching any of the subject areas noted above, the time requirements of the other areas may be adjusted to accommodate the change.

- (c) Elementary classroom teachers shall have input and involvement with the scheduling of P. E., Art and Music. At least one teacher from each grade level (BK-5) shall represent the opinions of teachers at that grade level for the purpose of scheduling.

- (d) Senior High and Junior High classroom teachers shall use at least one designated class period for preparation.

**Section 7.4**  
**Secondary Teacher Loads.**

It is understood that, in the present trimester system of five (5) classes per day and three (3) trimesters per year, the normal secondary teaching load consists of four (4) academic classes per trimester. This is the schedule required by contract.

If a teacher is asked to teach a fifth class in a trimester, the following procedures must be observed:

- (a) The teacher has the right to refuse the fifth class.
- (b) The teacher who agrees to teach a fifth class in a trimester will be compensated at 8% of her/his salary step.

If a teacher is asked to teach an irregular schedule (ex: five classes/three classes/four classes per 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> trimesters, etc.), and/or one that includes an irregular amount of preparation time in any or all trimesters, and/or one that includes irregularly scheduled preparation time in any or all trimesters, the following procedures must be observed:

- (a) The teacher has the right to refuse the irregular teaching and/or preparation schedule.
- (b) If the teacher agrees to the schedule, the agreement must be in writing, with signatures by the teacher, building principal, Association President and Superintendent.
- (c) The agreement shall last for no more than one (1) academic year. If the same or another agreement is sought by the administration during the next academic year, a new agreement must be struck with all procedures followed which are outlined in this section.

**Section 7.5**  
**Lunch Periods.**

All teachers shall have a duty-free uninterrupted lunch period of from 30 minutes to 1 hour as determined by May 1 of each year by the administration.

**Section 7.6**  
**Teacher Aides.**

In the elementary buildings, aides will be provided to supervise the lunch period and one recess period per day.

**Section 7.7**  
**Substitutes.**

When a teacher is unable to report for duty, a substitute will be furnished to fulfill the teacher's teaching responsibility. (See Section 28.1, F. 2.)



**Section 7.8**

**Elementary Recess.**

All elementary classroom teachers will be given a duty free fifteen (15) minute recess period. Those teachers desiring an additional recess period for students needing it may supervise students working on interpersonal skills during the afternoon or morning opposite their duty free recess. Teachers (excluding Art, P.E., Special Education and Vocal Music) may work together to share the coverage during these periods, providing not more than 90 students per supervising teacher are in the work group. Other arrangements may be made with the approval of the building principal. This section does not refer to lunch period recess (see Section 7.5).

**ARTICLE VIII  
TEACHING CONDITIONS**

**Section 8.1**

**Primary Duty of Teacher.**

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

**Section 8.2**

**Pupil-Teacher Ratio.**

Because the pupil-teacher ratio is an important aspect of an effective educational program, the following procedures and standards are recommended. The standards are subject to modification for educational purposes such as specialized or experimental instruction, improvement of instructional methods, changes in enrollment, or any other valid reason as may be determined by the School Board.

The elementary building principal should take into consideration all the aspects of student placement, including, but not limited to, academic, behavioral, and student dynamics, before changing a student from one classroom to another during the summer. Every attempt should be made to equalize the class sizes per grade level throughout the district. While the staff recognizes that school of choice requests and special needs may cause some differences, every attempt should be made to not exceed the maximum recommended class sizes. Elementary class sizes for P.E., Vocal Music, and Art should not exceed the recommended maximum number of students, except in preparation for performances or by individual teacher preference (P.E., Vocal Music, and Art).

The administration shall, within the first week of each semester, provide the association with a list of all class sizes for each building. Teachers of a class which exceeds the recommended maximum standard or where students from special education for disabilities are mainstreamed into the teacher's class after the opening of school may request, in writing, a meeting of an Administrative Review Board. The request must be presented to the Superintendent by the LEA representative. The Review Board shall meet within two (2) weeks after receipt of such a request. The purpose of this Board shall be to work out a satisfactory solution to the problem or review of the problem so that all concerned may better understand complete details and reasons. It is recommended that the number of special education students, students identified as having an attention deficit disorder (ADD), attention deficit hyperactivity disorder (ADHD), and habitually disruptive students comprise no more than 25% of a K-6 classroom population. Also, the number of special education students will comprise no more than 49% of any K-12 inclusion special education room.

Illustrative of alternate solutions, without requiring or limiting their use, the Review Board may consider hiring, splitting classes and/or assistance from aides, counselors, and/or paraprofessional assistants.

Class overload determination and the number of hours assigned to the paraprofessional or aides shall be determined by, and at the discretion of, the Superintendent in consultation with the teachers and building principal involved.

The Administrative Review Board shall consist of:

1. Superintendent or his/her designee
2. Building Principal
3. LEA Representative
4. No more than three (3) other teachers from the building requesting such a review

Recommended maximum class sizes:

ELEMENTARY - (Grades BK-6):

BK	15 Maximum
K, Grades 1, 2	22 Maximum
Grades 3, 4, 5, 6	25 Maximum

SECONDARY - (Grades 7-8):

Grades 7, 8	25 Maximum
Basic Classes	18 Maximum
Study Halls	40 Maximum
Art	24 Maximum
Physical Education	30 Maximum
Swimming	20 Maximum
(Plus 10 for each certified life saving individual provided)	
Industrial Education	24 Maximum
Computers	26 Maximum
Home Economics	24 Maximum
Foreign Language	25 Maximum
(Work stations may be considered in the above.)	

SECONDARY - (Grades 9-12):

In view of the work space needed by students, safety considerations and special attention in some advanced areas of work, it is felt that the distribution of students for the secondary level (grades 9-12) should be handled as follows:

Art	24 Maximum
Business Education:	
One Hour Classes	24 Maximum
Two Hour Vocational Classes	22 Maximum
English CP Literature	25 Maximum
English CP Writing	20 Maximum
English General Literature	25 Maximum
English General Writing	20 Maximum
Remedial Reading	15 Maximum
Speech	23 Maximum
Foreign Language	25 Maximum
Home Economics	24 Maximum

Industrial Technology:

One Hour Classes:

<u>Wood Shop-Home Technology</u>	<u>22 Maximum</u>
<u>Drafting</u>	<u>22 Maximum</u>
<u>Power Mechanics-Small Gas Engines</u>	<u>22 Maximum</u>
<u>Basic Auto</u>	<u>22 Maximum</u>
<u>Intro. Graphic Arts</u>	<u>22 Maximum</u>
<u>Metals</u>	<u>22 Maximum</u>

Two Hour Vocational Classes:

<u>Auto Mechanics</u>	<u>18 Maximum</u>
<u>Machine Trades</u>	<u>18 Maximum</u>
<u>Graphic Arts</u>	<u>18 Maximum</u>
<u>Medical Skills</u>	<u>18 Maximum</u>

Mathematics:

<u>Basic Math Classes</u>	<u>20 Maximum</u>
<u>College Prep</u>	<u>26 Maximum</u>
<u>Computer Science</u>	<u>24 Maximum</u>
<u>Strength and Conditioning (PE/Health)</u>	<u>26 Maximum</u>
<u>Outdoor Education (PE/Health)</u>	<u>22 Maximum</u>
<u>Physical Education (all except Strength/Conditioning and Outdoor Education)</u>	<u>35 Maximum</u>
<u>Science</u>	<u>4 students per work station Maximum</u>
<u>Social Studies</u>	<u>28 Maximum</u>
<u>Health</u>	<u>28 Maximum</u>
<u>Study Hall</u>	<u>50 Maximum</u>

In certain program areas, maximum class size may be necessitated by work stations available.

INTERACTIVE TELEVISION

No member of the Association will be laid off as a result of the implementation and use of Telecommunications in the Ludington Area School District.

Notwithstanding anything to the contrary hereinbefore contained, it is mutually agreed by the parties hereto that this Article is intended as a recommendation of the Association, and not as a binding limitation on class size. The Administrative Review Board will meet in a response to every request submitted in accordance with the provisions of this Article and will communicate its recommendation to the Board of Education. The Board of Education will report its decision relative thereto to the Administrative Review Board following the next regular meeting of the Board of Education after receiving the report. The determination of the Board of Education relative to class size shall be the sole prerogative of the Board, and any decision made by it pursuant to this Article shall be final and binding upon the parties and not subject to the grievance procedure.

**Section 8.3**

**Equipment and Supplies.**

The Board recognizes that appropriate equipment and supplies are necessary to facilitate a sound educational program. Accordingly, teachers, either individually or through their departments, shall be given the opportunity to request and make recommendations concerning supplies and equipment they deem necessary to fulfill their daily teaching responsibilities. Such requests and recommendations will be made at the end of the preceding school year and/or whenever it becomes apparent to the teacher that such supplies and equipment are needed.

**Section 8.4**  
**Status of Requisitions.**

The administration shall communicate, in writing, as to the status (not necessarily approval or disapproval) of all requests concerning Section 8.3 within thirty (30) days from the date of submission to the Administrator. This communication shall be directed to the individual making the request.

**Section 8.5**  
**Special Supplies Fund.**

Teachers will be credited with Twenty Dollars (\$20.00) to buy emergency/special supplies for their classroom upon submission of receipt or evidence of purchase.

**ARTICLE IX**  
**VACANCIES, PROMOTIONS AND TRANSFERS**

**Section 9.1**  
**Notice of Vacancies and New Positions.**

The Board and the Association agree that transfer within the system may be desirable for the continuity of education. Notice of all vacancies and new positions shall be given to all teachers by means of the School Bulletin during the school year, and to the President of the Association or his/her designate, during all times school is not in session. Such notice to the Association President is to be made by personal service to assure delivery. The administration will not fill a position before the end of fourteen (14) calendar days from the date of such delivery, and not before the end of seven (7) working days during the school year. For purposes of this Article, a vacancy shall mean an unfilled position in the bargaining unit which the Employer intends to fill after all assignments have been completed.

**Section 9.2**  
**Application for Vacancy.**

Any teacher may apply for such vacancy and qualified applicants will be interviewed. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district and other relevant factors, such as the unique needs of the position (program) as described in the posting. An applicant with less service shall not be awarded such position unless his/her qualifications therefore shall be superior in the judgment of the Superintendent to applicants with greater service.

**Section 9.3**  
**Transfer to Non-Bargaining Unit Positions.**

Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

**ARTICLE X  
SICKNESS AND DISABILITY LEAVE**

**Section 10.1**  
**Sickness and Disability Leave.**

Sickness and disability leave will be granted for personal illness or disability. All references to "sick leave" in this Article are understood to mean "sickness and disability leave." Disability due to pregnancy shall be treated in the same manner as any other disability.

- (a) Each teacher shall be credited with ten (10) days of sick leave each year with pay. The unused portion shall accumulate without limit.
- (b) Sick leave for employees who have worked only part of the year: A teacher who works only part of the year by virtue of late entrance into the system shall be granted a total sick leave allowance for that year equal to one (1) day per month for each month, or part thereof worked.
- (c) When sick leave is available:
  - 1. First-year teacher: The full ten (10) days' sick leave becomes effective after the teacher reports for work at the beginning of the school year. Should a teacher be ill and unable to report on time, full pay will be deducted for the days absent. However, should the teacher complete the year satisfactorily, the accumulated portion of his/her sick leave may be applied to the days absent at the beginning of the year and the teacher reimbursed accordingly.
  - 2. Second through fourth-year probationary teacher: Shall be treated in the same fashion as the first-year teacher with the exception that they shall be entitled to the accumulated sick leave days at the beginning of the year as soon as they report for work. This could result in no salary deduction for a second through fourth-year probationary teacher.
  - 3. Tenure teachers: Tenure teachers legally have a continuing contract. Therefore, their sick leave is available at all times during the school year.
- (d) Teachers on sick leave will be paid for holidays when the employee's sick leave extends over the holiday period.
- (e) Teachers on continuing sick leave (e.g. Maternity/Paternity disability, recovery from surgery, etc.) will have sick leave deducted for an "Act of God" day, while teachers on a day-to-day absence for illness will not have sick leave deducted for "Act of God" day(s).
- (f) The teacher must assume the responsibility of notification when he/she expects to be absent. The following procedure will be followed:
  - 1. If you are aware that you will not be reporting for work the following day, and it is earlier than 9:00 p.m., call your building principal.
  - 2. If it is later than 9:00 p.m., call the sub number and report the following information: NAME, PHONE NUMBER, SCHOOL, TEACHING ASSIGNMENT, PRINCIPAL'S NAME, NORMAL REPORTING TIME AND THE REASON FOR YOUR ABSENCE.
  - 3. If you become aware that you won't be reporting to work after 6:00 a.m. (immediate emergency) call the appropriate number and leave the same information as above. A person will be available to assist you at this time.

Teachers who are absent shall notify the principal's office no later than the end of the regular school day, if possible, to report whether or not they expect to report for work the following day in order that the substitute teacher may be retained or not retained unless the teacher expects to be absent for five (5) days or more, under doctor's orders. If a substitute reports for work because the regular teacher has failed to give notice, the substitute will receive one half (1/2) day's pay to be deducted from the regular teacher's salary.

- (g) Proof of illness signed by a physician may be required at any time.
- (h) Each employee new to the school system may be required to submit to a complete physical examination by the physician designated by the Board of Education. The Board of Education shall pay the cost of this examination, and the contract shall be withheld until the examination, along with a simple statement indicating that the employee is physically fit to carry on his/her duties without endangering the health of the pupils, fellow workers, or his/her own health, is received by the Board.

In case the employee's record shows recurring illness which appears to be the result of chronic illness, the Board of Education may require the employee to visit his/her doctor at stated intervals.

The Board of Education may, at its discretion, require any certified school employee to submit to a physical and/or psychological examination at any time, by a physician designated and paid for by the Board of Education. If the choice of the examiner is not agreeable to both the Board of Education and the teacher involved, the Board of Education's Negotiations Team and the LEA's elected officers shall select a qualified medical examiner. If a decision cannot be reached by this method, each group will nominate two (2) qualified medical examiners and from this group of four (4), one (1) shall be selected in a blind draw. The draw shall be made by the current President of LEA, or designated LEA representative. The draw shall take place after no more than ten (10) days from the first day of discussion.

**Section 10.2**  
**Family Illness.**

Up to three (3) days of sick leave will be allowed for each illness in the immediate family that necessitates the presence of the employee. Additional sick leave for this purpose may be granted by the Superintendent or his/her designee if the seriousness of the illness necessitates the employee's presence. Upon the request of the employee, the Superintendent or his/her designee may authorize extra days without pay for extended family illness.

**Section 10.3**  
**Immediate Family Defined.**

Immediate family shall mean spouse, children, parents, siblings, and grandparents or a claimed dependent as defined by the Internal Revenue Service who is on the employee's income tax return as a dependent.

**Section 10.4**  
**Sick Bank.**

- (a) The Board and the Association agree to establish a sick bank whereby each full-time teacher gives one (1) day per year matched by the Board. No additional days will be added to the sick bank the following year if, by June 30 of any one year, the bank contains 400 or more days. In Emergency cases, when the sick bank is depleted during the school year, the Association shall have the authority to assess its membership the needed days to replenish the bank.

- (b) All requests by a teacher for sick bank use shall be in writing and copies shall be provided to the LEA and the Superintendent.
- (c) Every full-time teacher is eligible to borrow from the sick bank when all of her/his sick days and personal days are depleted for reasons of personal illness or disability; and he/she has used personal sick leave for personal illness or disability related to the sick bank request for ten (10) days or more that year (nine [9] during years in which one day is charged to each teacher to replenish the sick bank). Ninety (90) consecutive days will be guaranteed to each teacher during any year or consecutive years. Once the ninety (90) consecutive days are drawn, in order for the teacher to qualify for any more days from the bank, such teacher shall have worked at least thirty (30) days.
- (d) If the staff member does not have the ten (or nine) sick days, he/she may use personal leave or unpaid leave to satisfy the ten (nine) day requirement.
- (e) For any/all days borrowed from the sick bank, the Board may require a physician's statement verifying the illness or disability. The Board shall pay the expenses if the teacher's physician is not acceptable to the Board.
- (f) Upon borrowing days from the sick bank, the teacher is obligated to pay these days back to the bank at a rate of three (3) days per year above the one (1) day that all teachers give to the bank each year as needed.
- (g) If upon retirement a person owes days to the sick bank, the debt shall be cancelled.
- (h) Upon departure from the district for reasons other than retirement, all unused sick days will be added to the sick bank. If a teacher owes days to the sick bank, these days shall be taken from her/his accumulated personal sick leave. The remainder, if any, shall be added to the sick bank.

**Section 10.5**  
**Board Indemnification.**

If the Association sustains a loss by reason of any legal action taken against it by reason of enforcement of Article X, Section 10.1, designated "Sickness and Disability Leave," the Board agrees to indemnify said Association for any such loss.

**ARTICLE XI**  
**PERSONAL LEAVE**

**Section 11.1**  
**Personal Day.**

Each teacher entering the service of the school system during the first semester shall be granted, according to the schedule below, personal days at his/her discretion.

Teachers who enter the service of the school district for part of the year will have personal days prorated to the nearest whole day.

A teacher using this day will notify his/her principal at least twenty-four (24) hours prior to taking of such leave unless such is impossible due to an emergency. Personal days may be taken provided that the Employer can obtain a qualified substitute.

- (a) This leave shall not be taken the day before nor after a vacation or holiday.
- (b) No more than two (2) personal days may be taken in succession.

- (c) If a personal day is to be requested for the day(s) before or after a vacation or holiday period, the request must come to the Superintendent for approval. If the sole purpose of the requested day(s) is to extend the holiday or vacation period (either for travel or extra days of vacation) the request will be denied.
- (d) In the event of an emergency, in the sole discretion of the Superintendent, additional personal day(s) may be granted and charged to sick leave.
- (e) If an "Act of God" day occurs on a teacher's scheduled personal day, the teacher shall not be charged that personal day.

**Section 11.2**  
**Schedule of Personal Days.**

The following schedule shall be used in computing leave days:

0-7 years of service to the district - three (3) personal days, and a reduction of one (1) sick day from the annual allocation

8-15 years of service to the district - three (3) personal days

16 years and over - four (4) personal days, and a reduction of one (1) sick day from the annual allocation

**Section 11.3**  
**Unused Personal Days.**

Unused personal days shall be added to the individual teacher's accumulated sick leave.

**ARTICLE XII**  
**FUNERAL LEAVE**

**Section 12.1**  
**Funeral Leave.**

When a death occurs in the employee's immediate family, the employee will be allowed a maximum of four (4) working days for the purpose of attending the funeral and making appropriate arrangements. The employee will be compensated at his/her regular salary rate, although employee must arrange with his/her administrator before such leave.

**Section 12.2**  
**Immediate Family Definition.**

The employee's immediate family shall include: Spouse, children, siblings, parents, grandparents, mothers- or fathers-in-law, and brothers- and sisters-in-law.

**Section 12.3**  
**Additional Funeral Leave.**

Funeral leave beyond four (4) days granted above may be taken from sick leave.



**Section 12.4**  
**Unusual Funeral Leave.**

In the sole discretion of the Superintendent, funeral leave days other than those specified above may be granted.

**ARTICLE XIII**  
**LEAVES OF ABSENCE**

**Section 13.1**  
**Leaves of Absences Without Pay.**

Continuing tenure employees shall be allowed leave of absence in accordance with Section 2 of Article V of the Teacher Tenure Act, as amended. All leaves of absence are without pay except as defined in Sections 13.2 and 13.3.

- (a) The Board may grant increments to those people who while on leave of absence are engaged in activities which have contributed to professional growth.
- (b) Any teacher on continuing tenure, who is granted leave of absence to serve in the Armed Forces during a time of national emergency (as defined by the Department of Defense) will be advanced on the salary schedule steps during his/her period of service in the Armed Forces as if he/she were present in the school system.
- (c) Teachers who are officers of the MEA or NEA or are appointed to either staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the MEA or NEA. The teachers granted such leave of absence without pay shall be advanced on the salary schedule steps appropriate to their rank during their period of absence.

**Section 13.2**  
**Leaves of Absence With Pay.**

Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- (a) Court appearances as a witness in any case connected with the teacher's employment with the school.
- (b) Time necessary to take the selective service physical examination.

**Section 13.3**  
**Jury Duty.**

(leave of absence for jury duty or when subpoenaed as a witness)

The teacher shall be paid the difference between his/her hourly rate and the amount paid by the court, not to exceed thirty (30) days in any calendar year.

**Section 13.4**  
**Chronic Illness Leave.**

Teachers may request one year's leave of absence for chronic illness. Requests for reinstatement must be made to the Superintendent by March 1st if the teacher wishes to return to employment in the Ludington Area Schools. Such leave will be without pay and without seniority credit for its duration, but the teacher will be returned to the salary schedule being advanced on the salary schedule up to the time of leave but not during the leave. Teachers on leave because of chronic illness must present a physician's certificate with the request for return to employment.

**Section 13.5**  
**Educational Leave.**

Any teacher may be granted approved leave for educationally related activities or for government service, provided the teacher pays the amount of the substitute's salary.

**Section 13.6**  
**Maternity/Paternity Leave.**

- (a) An employee who becomes pregnant must notify the personnel office as soon as she knows of or confirms her pregnancy. She must present a physician's statement setting forth the anticipated date of birth and that she is fully capable of performing all of the duties of her position without jeopardy to her or the unborn baby. Periodic statements from the physician may be requested.
- (b) If the employee does not request a leave of absence, she may be permitted to work until the ninth month provided that (1) her physician certifies, at least once a month, that she is physically sound and able to perform all duties of her position; and (2) she performs all duties and functions of her position on the same basis as expected of any other employee.
- (c) If the employee desires a leave of absence, she/he must file a written request with the personnel office no later than the beginning of the ninth month. Such leave shall expire upon the completion of a six (6) week post-natal period provided her physician certifies that she is physically sound and able to perform all duties of her position. If additional post-natal recovery is required, it shall be granted upon the authorization of a physician.
- (d) Maternity/Paternity leaves may extend to a maximum of one year and may be extended upon written request for a second year. Such leave may not extend beyond the second year.
- (e) Leaves, in lieu of Maternity/Paternity leave, will be granted upon request in cases of adoption.
- (f) If the Association sustains a loss by reason of any legal action taken against it by reasons of enforcement of Section 13.6, designated "Maternity/Paternity Leave," the Board agrees to indemnify said Association for any such loss.

**Section 13.7**  
**Sabbatical Leave.**

Application must be made in writing to the Superintendent on or before March 1st of the school year. Sabbatical provisions can be justified only where it is demonstrated that the education system will profit by the formal study of the individual. Sabbatical leave of absence may be granted to a member of the professional staff of the school district, for professional improvement, upon the recommendation of the sabbatical leave committee consisting of three (3) members representing the LEA and three (3) members representing the School Board. The professional competence of the staff member and the general welfare and advantages accruing to the school shall be the general factors of consideration requisite to approval of requests for sabbatical leave. Other qualifications which must be met by the person making application for sabbatical leave are:

- (a) Applicant must hold a life or permanent certificate and have completed requirements for the B.A. Degree;
- (b) Applicant must have completed seven (7) consecutive years of satisfactory service as a full-time employee in the Ludington Schools, in the opinion of the Board;

- (c) A sabbatical leave can be granted only one time during the teacher's employment in the Ludington System;
- (d) Only two (2) persons may be granted sabbatical leave each school year;
- (e) When a sabbatical is granted, it shall be for a complete school year, and the person on leave, among other requirements, must carry a full academic load as per attending college policy;
- (f) As a condition to receiving final approval for sabbatical leave, a staff member shall file a written agreement stipulating that he/she will remain in the service of the Ludington Schools for a period of three (3) years after the expiration of said leave;
- (g) If the Board of Education does not accept the committee recommendations, then the committee shall have an opportunity (within thirty [30] calendar days) to recommend another person if they had made application prior to March 1st of the current school year.

The following conditions pertain to the acceptance of applicants for sabbatical leave:

1. A sabbatical leave once granted may not be terminated before the date of expiration except as otherwise provided herein or agreed upon by the Superintendent of Schools and the applicant;
2. The Board of Education reserves the right to reject any or all requests for sabbatical leave of absence.

Requirements and status while on sabbatical leave are defined as follows:

1. The entire compensation for the staff member on sabbatical leave shall be one-half (1/2) of the Schedule A salary he/she would receive if on active staff status for the period in which the leave is effective;
2. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board of Education for payment to other members of the professional staff;
3. A term of sabbatical leave shall entitle an employee to an automatic salary increment at the beginning of the next full year of school following his/her return to service in the system;
4. Sick leave, in accordance with the terms of the contract, will continue to accrue to employees on sabbatical leave;
5. Any employee granted a leave of absence pursuant to this policy, may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools may impose, in writing;
6. Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Boards of Control of the Public School Employees' Retirement Funds;

7. An employee shall not be considered as having completed the requirements of the sabbatical leave until reports have been approved by the Superintendent and transmitted to the Board of Education. Requirements shall include two (2) written reports to be submitted--one at the mid-point of the leave, and a final report to enable the Superintendent with counsel of the sabbatical committee to determine that the leave is being utilized in the approved manner and that the applicant is fulfilling the agreement of the leave. If at any time evidence has determined the leave is not being utilized as per the approved agreement, the Board may upon ten (10) calendar days' notice terminate such leave. Pregnancy may be considered a valid cause for termination of sabbatical leave;
8. A teacher upon return from sabbatical leave shall be restored to his/her teaching position or to an equivalent position of benefit to the schools as approved by the Superintendent;
9. Said teacher may be entitled to participate in any other benefit that may be provided for by rules and regulations of the Master Contract, except that the Board shall not be liable for death or damages sustained by any teacher while on sabbatical leave;
10. If an employee does not remain in the Ludington Schools for three (3) years immediately following his/her sabbatical leave, he/she shall repay the Board the fraction of the amount granted as that fraction of three (3) years of the unfilled period of service. This rule does not apply in cases where the person is unable to work or in cases where the rule is waived by the Board.

#### **Section 13.8**

##### **Special Service Leave.**

Tenured teachers with five or more years of service may request a one school year personal leave of absence. Such request shall be submitted to the Superintendent prior to April before the school year when the leave is desired. The Superintendent shall consider all relevant factors in determining whether the leave should be granted. The decision of the Superintendent shall be final and not subject to challenge. If the leave is granted, it shall be granted without pay or benefits provided, however, all accrued benefits shall be frozen as of the date of the leave of absence. Request for reinstatement shall be made by the teacher not later than March 1st during the leave of absence year. Upon reinstatement, the teacher shall be restored to the same position on the salary schedule as when the teacher left, and shall be entitled to other benefits accrued prior to said leave. No credit shall be given on the salary scale or for accumulation of benefits for the leave of absence year.

A second year of absence may be recommended by the Superintendent for final approval of the Board of Education. The same timelines are required for the second year request as with the first year.

#### **Section 13.9**

##### **Return From Leave.**

All teachers on leaves of absences as described in this Article shall be returned to the same or like positions upon return from leaves of absences.

**ARTICLE XIV  
RETIREMENT**

**Section 14.1**  
**Retirement Benefits.**

Upon retirement from the Ludington Area School District, a retiree will be given retirement pay equal to 9% of one's salary step. If the retiree chooses to serve as a Curriculum Consultant, per Section 28.2/E/7 of the Master Agreement, no retirement pay will be given.

**Section 14.2**  
**Accumulated Sick Days.**

For each accumulated sick day, a teacher will be reimbursed at the following rates:

- 0 - 90 days at \$35 per day;
- 91 and above at \$50 per day;

A sick day will be determined by full days.

**Section 14.3**  
**Purchase of Retirement Years.**

The Board of Education shall pass a resolution allowing teachers to purchase, through payroll deduction, service credit toward retirement. Such purchase will follow all current IRS codes, in reference to taxability. (See Attachment A attached to the back of the contract.)

**ARTICLE XV  
PROTECTION OF TEACHERS**

**Article 15.1**  
**Support of Teacher Discipline.**

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian to students who are continually disruptive and detrimental to a positive learning environment. Teachers shall not be charged with responsibility for psychotherapy. When, in the opinion of the Board, it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

**Section 15.2**  
**Assault on Teacher.**

Any case of assault upon a teacher arising out of the performance of professional 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.

### **Section 15.3**

#### **Suits Against Teachers.**

If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the teacher may, through the Association, request assistance from the Board in such matter, including financial aid for the service of legal counsel. Such requests shall be made to the Superintendent of Schools who will determine whether the conduct of the teacher involved justifies any assistance from the Board. The teacher or the Association may appeal the Superintendent's decision in a hearing before the Board.

### **Section 15.4**

#### **Liability Insurance.**

Further, the Board will maintain a comprehensive liability insurance policy which will provide protection for all teachers in its employ. Limits will be \$500,000 for a single injury, \$500,000 for a single occurrence, and \$50,000 for the property of third parties against damages arising out of the negligence of any teacher while acting within the scope of his/her duties as such, subject to any exclusions of the policy. Such policy will provide legal services from the insurance carrier for the protection of teachers in corporal punishment cases.

### **Section 15.5**

#### **Worker's Compensation.**

A teacher who incurs an injury arising out of and in the course of his/her employment shall be covered by the Worker's Compensation Law.

### **Section 15.6**

#### **Notice of Complaint.**

Any major complaints by a parent of a student directed toward a teacher and received by the principal or higher administrator shall be promptly called to the teacher's attention.

### **Section 15.7**

#### **Pupil Safety.**

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall not be responsible for loss or damage if not the fault of the teacher.

### **Section 15.8**

#### **Harassment.**

If situations occur where teachers are being subjected to acts of violence, attacks by students resulting in damage to their homes and property, or general harassment, all of which affect the well-being and mental states of both the teacher and members of their immediate families so that they feel they cannot live comfortable lives and carry out normal activities without fear of continuous assaults, the Board or its representatives will make every possible effort, cooperating with local law enforcement agencies, to apprehend the guilty parties and will take appropriate action to the extent the law allows.

**Section 15.9**  
**Personnel Files.**

(a) All teachers shall have the right, upon request, to review the records of their own personnel file (Principal's and Superintendent's). A representative of the Association may, at the teacher's request, accompany the teacher in this review. The Superintendent's file on each teacher shall contain the following minimum items of information:

1. TB test and medical information;
2. All teacher evaluation reports;
3. A copy of teaching certificate, if provided by teacher;
4. Letters related to teacher's performance;
5. Copy of transcript of academic record, if furnished by teacher;
6. Tenure recommendation;
7. Where a communication relating to teacher is placed in file, a copy thereof will be sent to teacher, and any response thereto will also be placed in file.

(b) Access to teacher's personnel files shall be limited to appropriate administrative staff and the Superintendent's secretary. Additional access shall only be allowed as specifically required by law or court order.

(c) All requests for information regarding bargaining unit members under the Freedom of Information Act (FOIA) will follow all state and federal laws that apply to FOIA. Any person other than those noted in (b) above will follow all appropriate FOIA requirements and will be required to sign a log sheet attached to the inside cover of each teacher's personnel file. The said teacher and LEA president will be notified immediately after a request for the records is secured. In the event that said teacher cannot be reached, the 10 day extension allowed by law will be granted.

**Section 15.10**  
**Loss of Personal Property.**

The Board agrees to reimburse any teacher up to One Thousand Dollars (\$1,000.00) per year for personal property losses incurred by the teacher due to fire, vandalism, theft, etc., while said personal property was on school premises, and being used by the teacher for instructional purposes on a temporary or continuing basis. Before a teacher may claim such reimbursement he/she must have filed a description of the personal property and a statement of value with his/her principal prior to the loss. The Board shall not be obligated to reimburse any teacher for personal property losses which are due to the teacher's negligence in taking care to insure the safety of said property.

**ARTICLE XVI**  
**TEACHER EVALUATION**

**Section 16.1**  
**Annual Written Evaluation Report.**

An annual written evaluation report on probationary teachers shall be furnished to the Superintendent. A copy shall also be furnished to the teacher.

## **Section 16.2**

### **Evaluator.**

Evaluations will be conducted by the teacher's building principal or assistant principal in the secondary complex. Elementary principals will be responsible for the evaluation of teachers in their building. The only exception to these designations shall be in special cases, i.e. special education teachers may be evaluated by the special education director if said director is professionally certified. Teachers in special/innovative/experimental programs may be evaluated by the administrator charged with the supervision of such programs.

## **Section 16.3**

### **Classroom Observation.**

Each classroom observation shall be made in person for a minimum of thirty (30) consecutive minutes. All observation of this classroom performance of the teacher shall be conducted openly and with full knowledge of the teacher.

## **Section 16.4**

### **Frequency of Evaluations.**

Tenure teachers must be evaluated at least once every three (3) years. The evaluation must be based on at least two (2) classroom visits during one school year and each visit must cover the entire period of instruction.

Probationary teachers shall be observed at least three (3) classroom visits during one school year and each visit must cover the entire period of instruction. As a basic guideline, the probationary teacher can expect to be evaluated within the first two (2) months following the teacher's commencement of service; five (5) months after the commencement of service; and prior to the end of each probationary school year. If the evaluator needs to address specific problems, the probationary teacher should expect evaluations to be more frequent with the length of the visit left up to the evaluator.

Beginning with the 2011-12 school year, all tenured teachers will be evaluated each year. This language does not replace the above language in this section, meaning that every three years a tenured teacher will be evaluated as noted above. However, in the two years between such evaluation, tenured teachers will be evaluated in the following manner: the administrator must observe at least one full instructional period and must use the checklist portion of the teacher evaluation instrument, but may also use the narrative portion if so desired.

## **Section 16.5**

### **Individualized Development Plan.**

Individual Development Plans (IDP's) will be consistent with the 1993 amendments to the Tenure Act and with the evaluation form (Schedule D).

## **Section 16.6**

### **Termination of Probationary Teacher.**

In the event a probationary teacher is not continued in employment, the Board will advise the teacher in writing by April 30.

## **Section 16.7**

### **Termination of Tenured Teacher.**

In the event a tenured teacher is not continued in employment, the Board shall follow time lines and notification requirements consistent with the 1993 amendments to the Tenure Act.



**Section 16.8**  
**Evaluation Form.**

The evaluation form shall be based upon valid criteria for evaluation or professional growth as jointly determined by the Association and the Board. Schedule D will be the evaluation form and its instructions. The form will include the following three options from which the teacher can select one or more to accompany her/his signature: "I agree with this evaluation; I do not agree with this evaluation; I will write a statement of rebuttal to be attached to this evaluation."

**Section 16.9**  
**Evaluation Meeting.**

Following the observations and writing of the evaluation report, the administrator shall meet with the teacher in a timely manner for a full discussion of the evaluation.

**ARTICLE XVII**  
**GRIEVANCE & ARBITRATION PROCEDURE**

**Section 17.1**  
**Grievance Procedure.**

Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance with the Board, or its designated representative, within eight (8) days after the following action has been taken:

- (a) A complaint or request is presented orally to the Board's representative by the teacher, group of teachers or the Association representative within eight (8) days of the violation, misinterpretation or misapplication or within eight (8) days of the discovery thereof.
- (b) The Board's representative will present a reply within two (2) days following the receipt of the oral complaint or request. A non-response will be considered to be a negative reply.

The Board hereby designates as its representative for such purpose the Principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building. Written grievances must be specific and include the following:

1. Statement of the facts upon which the grievance is based;
2. A reference to the Article and sections of this Agreement which have allegedly been violated, misinterpreted or misapplied;
3. A statement of the relief requested;
4. The name and signature of the employee submitting the grievance;
5. Association grievances are to be signed by the Association President or designated person(s);
6. The grievance form is found in Schedule E of this Agreement.

## **Section 17.2**

### **Administrative Grievance Meetings.**

Within two (2) days of receipt of the written grievance, the principal shall meet with the designated representative of the Association in an effort to resolve the grievance. It shall not be mandatory for the teacher to be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall be transmitted by the Association within five (5) days after receipt of the grievance to the Superintendent who shall have seven (7) days to approve or disapprove it, and give written notice to the designated representative of the Association. The Association will have seven (7) days to transmit the grievance to the Board Secretary.

## **Section 17.3**

### **Board Grievance Hearing.**

Within fifteen (15) days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance. This time limit may be extended by consent of Association.

At the request of the L.E.A. President, a full Board hearing will be held unless the Board President or Superintendent can present evidence that such hearing is not justified. Such request can only be made a maximum of three (3) times in any contract year.

## **Section 17.4**

### **Arbitration.**

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time period provided, within fifteen (15) days after receipt of the decision of the Board, the grievance, upon written notice to the Board, may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) days from the notification, he/she shall be selected by the American Arbitration Association in accordance with its rules which likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, modify, add to, or subtract from the terms of this Agreement, nor shall he/she order back-pay retroactive beyond the date of the cause of action, and shall deduct from such back-pay an amount equal to any compensation the grievant may have drawn during the period in question from other sources. Both parties agree to be bound by the award of the arbitrator and agree that the judgment thereon may be entered in any court of competent jurisdiction.

Neither the Ludington Education Association nor the Board of Education will promote or support litigation in other forums (e.g. the teacher tenure appeal procedures) when a matter has been decided and a decision rendered through the arbitration process unless such arbitration decision shall be clearly contrary to law. It is mutually understood that the individual employee may, however, exercise such appeal rights through any organization other than the Ludington Education Association.

The fees and expenses of the Arbitrator shall be shared equally by the parties.

## **Section 17.5**

### **Lost Time.**

A teacher engaged during the school year in processing a grievance meeting or proceeding, on behalf of the Association, shall be relieved from regular duties without loss of salary. Time within the normal working day will be arranged if conveniently possible.

**Section 17.6**  
**Time Limits.**

- (a) The time limits provided in this Article shall be strictly observed but may be extended by written mutual agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardships to any party, the Superintendent shall use his/her best effort to process the grievance prior to the end of the school term, or as soon thereafter as possible. If the time limit, within which any step of the grievance procedure must be met, is not complied with by either party, the grievance shall be resolved against the non-complying party.
- (b) For the purpose of this Article, the term "day" shall mean any day on which the administrative offices of the Ludington Area Schools are open for normal business.

**Section 17.7**  
**Exclusion From Arbitration.**

Notwithstanding anything to the contrary contained in this Article, or in any other article of this Agreement, grievances within the following areas will proceed no further than to the Board of Education under Section 17.3 above, it being mutually understood and agreed by the parties hereto that with respect to the grievances within these areas the decision of the Board of Education is final and no such grievance will be subject to arbitration. The areas referred to are:

- (a) Due to the Board's failure to renew a contract for a probationary teacher;
- (b) Involving any policy, rule, or regulation of the Board;
- (c) Involving the decisions of the Superintendent pursuant to Article XV, Section 15.3.

**ARTICLE XVIII**  
**REDUCTION OF STAFF**

**Section 18.1**  
**Layoff.**

If it becomes necessary to reduce the number of teachers, the Board will determine which employees shall be laid off and recalled in the event subsequent vacancies occur, in order to make the best possible adjustment of personnel to the new school program and to insure fair employment practices. In the event such reduction in teachers becomes necessary, reductions, retention and re-employment shall be based upon qualifications and seniority.

- (a) An essential element in considering a teacher qualified is that the teacher is properly certified and holds at least an approved minor in the field to be taught. For layoff purposes, such certification and qualification shall be filed with the Superintendent's office by April 1 of each school year.
- (b) Seniority is defined as length of continuous service within the district as of the last day of hire under professional contract.
- (c) A teacher shall lose seniority rights if he/she retires, resigns, is discharged for cause, or if laid off three years.
- (d) Seniority shall accrue for teachers on various forms of leave, but for no longer than two years.

**Section 18.2**

**Notice of Layoff to Association.**

If for any reason the Board anticipates a reduction in staff, it shall, at least one (1) week prior to taking any formal action, inform the Association of its intention.

**Section 18.3**

**Notification of Vacancies for Staff on Layoff.**

The administration will establish the practice of mailing vacancy notices as published in the bulletin to staff members on layoff status. During times when school is not in session vacancy notices shall be mailed to teachers on layoff status provided such teachers have maintained a current address with the Superintendent's office. Teachers who are on layoff status and who are certified for a position as posted shall be interviewed to assist in determining their qualification for such position unless such teachers shall specifically request not to be interviewed for such position or fail to maintain a current address with the Superintendent's office or fail to make himself/herself available within a reasonable time for such interview.

**Section 18.4**

**Drawing.**

A teacher's seniority shall begin upon acceptance of her/his hiring by the Board of Education. In the event that two or more teachers are hired by the Board on the same day, a seniority drawing shall be conducted by September 30 to determine her/his position as to layoff and recall. The Association and teachers involved will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place which shall reasonably allow affected teachers and Association representatives to be in attendance. Official draw position will be posted in the Seniority List.

**ARTICLE XIX  
PROFESSIONAL DAYS**

**Section 19.1**

**Professional Days.**

- (a) Two (2) professional business days, during the school year, may be applied for and will be granted upon approval by the teacher's building principal. The teacher planning to use a professional business day shall submit an application to his/her principal at least one (1) week in advance of his/her desired absence. Professional business days shall be used for the purpose of: (1) visitation to view other instructional techniques or programs; (2) conferences, workshops or seminars conducted by colleges, universities, and the MEA and NEA and other school districts; (3) committee meetings related to official Michigan High School Athletic Association business or when coaches are requested or required to attend a MHSAA meeting. The teacher may be requested to file a written report, within one (1) week of his/her attendance at such visitation, conference, workshop or seminar. Additional days may be granted at discretion of Superintendent.
- (b) One (1) of the two professional business days, during the school year, may be applied for and will be granted upon approval by the teacher's building principal, for the purpose of attending coaching clinics and/or workshops for which attendance is not requested by the administration.
- (c) If the administration approves professional days for visitation, conferences, or workshops, part or all of the cost of such days shall be paid by the Board.

**ARTICLE XX  
NEGOTIATION PROCEDURES**

**Section 20.1**  
**Commencement of Negotiation.**

At least by April 1st of the year within which the contract expires, the parties will begin negotiations for a new Agreement covering hours, terms and conditions of employment of teachers employed by the Board.

**Section 20.2**  
**Negotiation Representatives.**

In any negotiations described by this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

**ARTICLE XXI  
PROHIBITED ACTIVITY**

**Section 21.1**  
**Strike Prohibitions.**

During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but are not limited to: slow-downs, stoppages of any kind, sit-ins, refusal to perform work, "blue flu," or any other type of interference of any kind whatsoever with operations at any of the facilities, singularly or jointly, of the Board of Education, and picketing or demonstrating of any kind during working hours. The Association further agrees that it will not engage in any sanction activities or other terms of boycotts of the Board of Education. In the event of any action in violation of this agreement, the Association shall notify any and all teachers that such action is in violation of the agreement and not sanctioned by the Association.

**Section 21.2**  
**Penalties for Violation of No Strike.**

The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. In addition, any teacher, or teachers, violating this provision may be held liable by the Board for any and all damages, injuries, and costs incurred. Prior to the taking of disciplinary or other action enumerated herein, the Board shall notify the Association of its intentions and may also consult with the Association in connection therewith.

**Section 21.3**  
**Association Liability.**

In the event the Association does not adhere to or abide by this provision, it shall be liable for any and all damages, injuries, and costs incurred by the Employer.

**Section 21.4**  
**Political Activity.**

Nothing in this Article shall prohibit bargaining unit members from engaging in political activity including publicly picketing during non-work time provided that such activity is not directed toward the Employer.

**ARTICLE XXII**  
**MISCELLANEOUS PROVISIONS**

**Section 22.1**  
**Code of Ethics.**

The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

**Section 22.2**  
**Effect of Agreement.**

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

**Section 22.3**  
**Invalid Provision.**

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.

**Section 22.4**  
**Special Conferences.**

The Board and Association Negotiation Teams agree that joint meetings may be desirable for discussion of the interpretation of the Master Agreement. It is understood by both parties that these discussions are in no way intended to substitute for the established grievance procedure. The parties therefore agree to meet if so requested by either party, to hold these discussions.

**Section 22.5**  
**Notice of Rules & Policies.**

The Board, prior to the effective date of any change in existing rules or personnel policies established by it related to wages, hours and working conditions of teachers, shall give the Association reasonable notice of the intended change in the proposed rule or policy. Such notification shall be given to afford the Association the opportunity to confer with the Board as to the same before its effective date.

**Section 22.6**  
**Faculty Passes.**

All teachers within the system shall have the opportunity to receive a "faculty pass" by agreeing to work three co-curricular activities sometime during the school year. This pass will allow the teacher and spouse to be admitted without charge to any school-related activity requiring a fee.

**Section 22.7**  
**Captions.**

The captions used in each section are for identification only and are not a substantive part of this Agreement.

**Section 22.8**  
**Teaching Assignments for Administrators.**

Administrators may be assigned teaching duties on a part-time basis. (No more than one [1] class at the secondary level, no more than one [1] hour per day at the elementary level.)

An administrator so assigned to bargaining unit work may not join the bargaining unit. It is expressly understood that the terms and conditions of the collective bargaining contract, including bargaining unit seniority, will not apply. Such assignment shall in no way be used or construed to reactivate any seniority as a teacher which may have been previously acquired by the administrator, for the purpose of re-entry into the teacher bargaining unit.

Such assignment shall not result in the layoff of bargaining unit personnel.

No administrator shall be assigned bargaining unit work if at that time there is a certified and qualified bargaining unit member on layoff, who could, with reasonable shifts of assignment, return to a teaching position within their major field of certification or Ludington teaching assignment.

Administrators assigned teaching duties shall be treated as all other teaching staff and shall perform their teaching duties under the supervision and coordination of their respective building principal, coordinator, chairperson, etc., that supervision not being the administrator-teacher himself/herself.

These provisions apply only to those administrators who will retain their full-time administrative contract and do not apply to those administrators who may be properly assigned part-time teaching duties and who will at that point become less than full-time administrators and come under the terms and conditions of the collective bargaining contract as part-time teachers.

**ARTICLE XXIII**  
**ASSOCIATION SECURITY**

**Section 23.1**  
**Agency Shop.**

As a condition of employment, teachers shall, within thirty (30) days from the date of commencement of teacher duties, pay either membership dues or a representation service fee to the Association. The payroll deduction of dues or representation service fee is required as a condition of this Agreement. As such, the Board will deduct such amounts in accordance with the authority set forth in MCLA 408.477.

**Section 23.2**

**Dues and Service Fee Deductions.**

With respect to all sums deducted by the Board pursuant to the authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

**Section 23.3**

**Indemnification.**

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of any suit or action, subject however, to the following conditions:

- (a) The damages have not resulted from the negligence, misfeasance or malfeasance 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 shall have the right to compromise or settle any claim made against the Board under this section.

**Section 23.4**

**Effective Date of Agency Shop.**

This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

**Section 23.5**

**Dues for Part-Time Teachers.**

Part-time teachers shall pay a prorated amount in accordance with dues structure of the Association.



**ARTICLE XXIV  
TERMS OF AGREEMENT**

**Section 24.1**

**Duration.**

This Agreement shall be effective as of September, 2011 and shall continue in effect until midnight, the 31<sup>st</sup> day of August, 2012. This Agreement shall not be extended orally, and is expressly understood that it shall expire on the date indicated.

**Section 24.2**

**Limitation of Duration.**

In the event that in any given year the revenue to the Ludington Area School District is reduced by ten percent (10%) or more than that received in the prior school year, the Board of Education may terminate the balance of this Agreement by serving written notice to the Association. In the event that such notice is served, the parties shall forthwith commence negotiations concerning wages, hours, terms and conditions of employment.

Approved and signed this eleventh day of August, 2011.

\_\_\_\_\_ For the Board of Education  
Ludington Area Schools

\_\_\_\_\_ For the Teachers  
Ludington Education Association

**ARTICLE XXV  
SCHEDULE A**

**Section 25.1**  
**2010-2011 Salary Schedule**

	1.00	1.04	1.07	1.11	1.14
	<b>BA</b>	<b>BA+18 Sem Hrs</b>	<b>MA or BA+40 Sem Hrs</b>	<b>MA+20 or BA+65 Sem Hrs</b>	<b>MA+40 or BA+90 Sem Hrs</b>
1	32,799	34,111	35,095	36,407	37,391
1 ½	33,865	35,220	36,236	37,590	38,606
2	34,931	36,328	37,376	38,773	39,821
2 ½	35,997	37,437	38,517	39,957	41,036
3	37,063	38,545	39,657	41,140	42,252
3 ½	38,129	39,654	40,798	42,323	43,467
4	39,195	40,763	41,938	43,506	44,682
4 ½	40,261	41,871	43,079	44,689	45,897
5	41,327	42,980	44,220	45,873	47,112
5 ½	42,393	44,088	45,360	47,056	48,328
6	43,459	45,197	46,501	48,239	49,543
6 ½	44,525	46,306	47,641	49,422	50,758
7	45,591	47,414	48,782	50,606	51,973
7 ½	46,657	48,523	49,923	51,789	53,188
8	47,723	49,631	51,063	52,972	54,404
8 ½	48,789	50,740	52,204	54,155	55,619
9	49,854	51,849	53,344	55,338	56,834
9 ½	50,920	52,957	54,485	56,522	58,049
10	51,986	54,066	55,625	57,705	59,265
10 ½	53,052	55,174	56,766	58,888	60,480
11	54,118	56,283	57,907	60,071	61,695
11 ½			59,047	61,255	62,910
12			60,188	62,438	64,125
12 ½			61,328	63,621	65,341
13			62,469	64,804	66,556
13 ½					67,771
14					68,986
14 ½					70,201
15					71,417
Index	1.65	1.65	1.78	1.78	1.91

**Longevity - 3.6% of column base:**

1 <sup>st</sup> - 15 yr	1,181	1,228	1,263	1,311	1,346
2 <sup>nd</sup> - 20 yr	2,362	2,456	2,527	2,621	2,692
3 <sup>rd</sup> - 25 yr	3,542	3,684	3,790	3,932	4,038
4 <sup>th</sup> - 30 yr	4,723	4,912	5,054	5,243	5,384

All lane changes and pay for additional hours will be approved if the Central Office is notified of the completed classes by September 1 of each year. Classes earned following that date will not affect salary lanes nor additional compensation until the beginning of the next school year.

**Section 25.2**  
**2011-12 Salary Schedule**

The 2011-12 Salary Schedule will remain the same as the 2010-11 Salary Schedule.

**Section 25.3**  
**Bachelor's Plus 18 Semester Hours.**

Effective September 1, 1982, hours earned to attain this level must apply to a continuing certificate or be approved by the Superintendent.

**Section 25.4**  
**Master's or Bachelor's Plus 40 Semester Hours.**

The Master's degree must be in a field appropriate to the employee's assignment as approved by the Superintendent. To qualify for the Bachelor's plus 40 semester hours, at least 25 of the hours must be appropriate to the employee's assignment, as approved by the Superintendent.

**Section 25.5**  
**Hours Beyond Master's.**

The Ludington Area Schools will pay \$40 per pre-approved semester hour taken beyond the Master's Degree and Master's Degree Plus 20 Credit Hours salary lanes. Beginning with the 2010-11 school year, the same pay will be given for each pre-approved semester hour taken beyond the Master's Degree Plus 40 Credit Hours salary lane. The \$40 will be paid only for hours pre-approved and will be paid as a permanent part of the teacher's contract. Beginning with the 2010-11 school year, each semester hour taken for the purpose of certificate renewal will be compensated at the same rate as all other pre-approved semester hours.

It must be understood that there shall be no retroactivity in the payments for approved hours beyond the Master's, nor shall any staff member who in the past received both payment and longevity credit for the same hours lose credit or salary increases. Although the hours taken for longevity purposes will not receive the hourly payment, they shall be counted for the purpose of salary lane movement.

**Section 25.6**  
**Master's Plus 20 Semester Hours or Bachelor's Plus 65 Semester Hours.**

To qualify for the Master's + 20 or Bachelor's + 65 semester hour lane, all hours must be after qualifying for the Master's or Bachelor's + 40 lane, appropriate to the employee's assignment, and approved by the Superintendent. All hours beyond the Master's degree which are currently a part of the employee's contract will be credited. All hours (beyond the Bachelor's + 40) taken toward the Bachelor's + 65 must be earned after September 1, 1991.

**Section 25.7**  
**Master's Plus 40 Semester Hours or Bachelor's Plus 90 Semester Hours.**

To qualify for the Master's + 40 or Bachelor's + 90 semester hour lane, all hours must be after qualifying for the Master's or Bachelor's + 65 lane, appropriate to the employee's assignment, and approved by the Superintendent. All hours beyond the Master's degree which are currently a part of the employee's contract will be credited. All hours (beyond the Bachelor's + 40) taken toward the Bachelor's + 90 must be earned after September 1, 1991.

**Section 25.8**  
**(Annual Sick Leave).** (See Section 10.1 (a) "*Sickness and Disability Leave*", page 12)

**Section 25.9**

**Experience Credit.**

Experience credit for service outside the Ludington Area School District may be granted at the discretion of the Superintendent up to the maximum level, in accordance with degree and hours attained. In no case may the allowance exceed the number of years of actual experience.

**Section 25.10**

**Longevity.**

Longevity payments shall be made to bargaining unit personnel under the terms and conditions specified below.

- (a) A payment of 3.6% of the column base shall be paid each year in addition to the employee's salary to an employee who has fifteen (15) or more years of service to the Ludington Area School District.
- (b) A payment of 3.6% of the column base shall be paid each year in addition to the employee's salary to an employee who has twenty (20) or more years of service to the Ludington Area School District.
- (c) A payment of 3.6% of the column base shall be paid each year in addition to the employee's salary to an employee who has twenty-five (25) or more years of service to the Ludington Area School District.
- (d) A payment of 3.6% of the column base shall be paid each year in addition to the employee's salary to an employee who has thirty (30) or more years of service to the Ludington Area School District.

**Section 25.11**

**Merit Pay.**

A fund of \$20,000 will be established, to be dispersed in its entirety each academic year, to Association members who meet the following three criteria by June 1:

- (a) Attend and participate on Professional Learning Communities Days (may miss one day for a compelling reason, as determined by the superintendent).
- (b) perform at least one voluntary activity for the school or for the community on behalf of the school.
- (c) have a teaching evaluation that includes no "Ineffective" mark in any area of the evaluation form.

**Section 25.12**

**Freezing of Steps.**

For the 2011-12 academic year, steps will not be paid.

**Section 25.13**

**Freezing of Longevity Payments**

For the 2011-12 academic year, no new longevity payments will be made. Any payments made prior to the 2011-12 school year will still be paid. Example, an Association Member who was scheduled to be paid his/her 2<sup>nd</sup> longevity payment for the 2010-2011 year will not receive it, but will continue to receive the 1<sup>st</sup> longevity payment s/he had been paid to that date.

**ARTICLE XXVI  
MENTOR TEACHERS**

**Section 26.1**  
**Mentor Teachers.**

- (a) The Board will attempt to have all mentor teachers assigned from a pool of bargaining unit teacher volunteers. If there are not enough qualified bargaining unit volunteers, the Board can use retired teachers or college/university instructors. A probationary teacher will have no more than one mentor and no teacher will be assigned to more than one person to mentor.
- (b) A mentor will preferably be in the same department or have similar teaching assignments at the secondary level as their mentoree, or be in the same building if at the elementary level.
- (c) A mentor will be provided adequate released time during the year to observe their mentoree. Released time will be arranged by the building principal.
- (d) A mentor will not be involved with any evaluation of the probationary teacher.
- (e) A mentor will have the option of being released from her/his duties if a conflict arises with the mentoree or vice versa. If this occurs, a new mentor will be assigned from the pool of volunteers.

**ARTICLE XXVII  
SCHEDULE A -- ADDENDUM  
INSURANCE PROTECTION**

**Section 27.1**  
**Insurance.**

Beginning September 1, 2011 and ending on January 1, 2012, the Board agrees to furnish to all Association Members insurance protection in the form of MESSA 500/1000 Deductible PAK Plan. The District will pay 88% of the total insurance cost for employees. The employee will pay 12% of the District's total insurance cost in the form of payroll deduction. If 20-22 LASD employees opt to take the annuity incentive in lieu of health insurance [see part (1) of this section], the employee's premium contribution will drop to 11%. If 23 or more LASD employees opt for the annuity, the contribution will drop to 10%. If employees' insurance contributions are reduced in the manner described, the District will increase its payment for insurance by a percentage point for each percentage point reduced for employees (hence 89:11 and 90:10 ratios, respectively). Under no circumstances would an employee's contribution to the monthly health insurance premium fall below 10%.

Beginning January 1, 2012, the Board agrees to furnish to all Association Members insurance protection in the form of SET-SEG Simply Blue PPO HAS PAK Plan. The District will pay 8% of the total insurance cost (i.e., both premium and deductible) for employees. The employee will pay 12% of the District's total insurance cost in the form of payroll deduction, but the percentage contribution would be lowered in the same manner noted in the preceding paragraph should 20 or more employees opt for the annuity in lieu of health insurance. Under no circumstances would an employee's contribution to the monthly health insurance premium fall below 10%.

Both the Board and the Association agree to reopen the contract regarding insurance, pending legislative action, or if either party desires.

The Board agrees to furnish to all teachers the following insurance protection:

PLAN A - (Employees electing health insurance)

\* PLAN B - (Employees not electing health insurance)

\* (Employees selecting Plan B may apply \$242.00/month towards a negotiated subsidy option plan.)

- (a) Negotiated Life Insurance - The Board shall provide MESSA group life insurance protection for the employee in the amount indicated in the employee's plan selection as listed below that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

Plan A - \$30,000 with AD&D

Plan B - \$50,000 with AD&D

- (b) Dependent Life Insurance - The Board shall provide dependent life insurance in the amount of \$15,000 with AD&D for the spouse and \$7,500 with AD&D for each child.

- (c) Health Insurance (Plan A only) (Includes \$5,000 Life with AD&D) - In the life of this contract, the Board shall provide, without cost to the employee, MESSA-PAK Super Care I \$5 RX protection through August, 2005 for the employee's entire family, single coverage, or employee and dependent(s), as defined by MESSA (excluding sponsored dependents) whichever is the appropriate coverage.

- (d) Dental Insurance - The Board shall provide the MESSA Dental Care program for all employees of the bargaining unit and their eligible dependents, as defined by MESSA (excluding sponsored dependents) according to the employee's plan selection.

Plan A - 70/70/70: \$1,500 ortho with sealants and 4 extra cleanings  
(\$1,500 Maximum Class I and II)

Plan B - 100:90/90/90: \$3,600, adult ortho, sealants & 4 extra cleanings per year, (\$1,500 Maximum Class I and II)

- (e) Long Term Disability Insurance (LTD) - The Board shall provide MESSA Long Term Disability Insurance for each teacher according to the employee's plan selection as follows:

Plan A - 60% | \$5,000 Maximum Monthly Benefit | 90 Calendar Days/Modified Fill | Maternity/Paternity Coverage | Pre-existing Condition | Freeze on Offsets | Alcohol/Drug Same as any other illness | Mental/Nervous Same as any other illness | COLA

Plan B - 70% | (other LTD benefits same as Plan A)

- (f) Continuance of Fringes - In the event that an employee has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the contract year as defined in section (g).

In the event that an employee is disabled through an injury or illness covered by Worker's Compensation, sick leave shall not be reduced, and all fringe benefits shall continue for the duration of the disability. If an employee is laid off, the fringe benefits in this section shall continue to remain in effect to the extent available through the underwriting company.

- (g) Duration of Fringes - The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage through August, 2005. The open enrollment period shall be jointly established by the Board, the Association, and insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment.

When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amount of subsidy, the Board shall make provision for the excess to be payroll deductible.

The School Board will be responsible for providing insurance information including applications, claim materials and enrollment meetings.

- (h) Payroll Deduction - A single payroll deduction shall be available for all additional MESSA programs.
- (i) Vision Insurance - The Employer shall provide, without cost to the teacher, his/her spouse and dependents, as defined by MESSA (excluding sponsored dependents) MESSA Full Family Vision Care according to the employee's plan selection as follows:

- Plan A - VSP-2
- Plan B - VSP-3 Plus
- Plan C - VSP-2

- (j) If a part-time employee chooses Plan A, the Board is responsible for the prorated portion of the insurance premium and employee shall pay the remainder of the insurance premium by payroll deduction. If a part-time employee chooses Plan B, C, D, or E, the Board would apply the prorated portion toward the payment of the appropriate insurance package and apply any remaining amount toward an annuity with a group that is approved by the district. The percentage of employment, for all employees, would be used to determine the Board's prorated share. This annuity amount would be capped at the level that full-time employees are capped.
- (k) With the change to the MESSA Saver RX drug card on September 1, 2011, the District agrees to reimburse annual co-payment costs above \$250 for an individual and \$500 for a family, with an annual District reimbursement limit of \$35,000. Reimbursement is based on the calendar year, January 1 through December 31. Each member desiring reimbursement must submit redacted receipts to the District no later than December 31. If the total dollar amount of requests for reimbursement exceeds the negotiated \$35,000 limit, reimbursement for all qualifying members will be prorated accordingly.

When the District begins furnishing SET-SEG Simply Blue PPO HAS PAK Plan on January 1, 2012, the reimbursement process described in the preceding paragraph will still apply. However, reimbursement will only be made when the employee has met the annual insurance deductible, and spent more than the limits for drug card co-pays that are noted in the preceding paragraph.

- (l) An annuity incentive is available for any Association Member who desires it in lieu of health insurance. The number of all District employees who may take the annuity is capped so that no fewer than 105 employees are taking health insurance at any one time. The annuity amount is \$242 per month for up to 19 District employees. Annuity amounts increase when more than 19 employees take the annuity, in the manner noted in the chart below:

LASD Employees	Monthly Annuity Amount	Annual Annuity Amount
17	\$242	\$2,904
20	300	3,600
23	325	3,900
26	350	4,200
29	375	4,500
33	400	4,800
35	425	5,100
38	450	5,400

**ARTICLE XXVIII  
SCHEDULE B**

**Section 28.1**

**Procedure For Hiring Schedule B Personnel.**

For athletic positions in Schedule B, the Complex Principal and the Assistant Principal (whose duties include athletic administration) shall make recommendations on the hiring and non-continuance of coaches and other positions in the athletic department. In all other cases, the administrator whose duties include the supervision of the Schedule B position shall recommend hiring and non-continuance of such positions.

All Schedule B positions will be open to bargaining unit individuals first. If no qualified member applies, then non-bargaining unit members will be considered. No bargaining unit member can grieve Schedule B hiring on the basis of qualification. Bargaining unit members who are not selected for a position for which they have applied will be notified in writing as to the reasons why they were not selected.

The Board of Education and the administrative staff recognize the benefit of having certified staff in Schedule B positions, but when making selections, all qualifications of the applicants will be considered.

**Section 28.2**

**Supplemental Pay for Schedule B Activities.**

The salary is computed by multiplying the percentage listed for each activity times the step on the BA Salary Schedule corresponding to years of experience in that particular activity giving one full step credit for each two (2) years of experience, to a maximum of twelve (14) full years or to Step 8 on the BA Schedule, except the following items which shall be computed by multiplying the BA base salary by the percentage listed:

- B-5 - Adult Education - per hour
- B-6 - Driver Education, Classroom
- B-7 - Driver Education, Driving
- B-14 - Lunch Duty, Senior High
- C-6 - Lunch Duty, Junior High
- F-2 - Other - (substituting for another teacher)

AND

Section E - Curriculum Work

...which shall be computed by multiplying the number of hours by a straight hourly rate.



Half credit will be given for years of experience on a lower level in the same activity when that person assumes the head position in the activity.

Salary for non-bargaining unit members shall not exceed that of a bargaining unit member who might serve in the same capacity. Beginning with the 2005-2006 contract year, newly hired non-bargaining unit members shall receive 2% less than the percentage listed on the Schedule B activity.

All positions listed may not necessarily be filled.

A. ATHLETICS - BOYS & GIRLS

1. Head Varsity Coaches for Basketball (boys and girls), Football, Swimming (boys and girls), Track (boys and girls), and Wrestling:  
13% + 2% for Junior Varsity Program + 1% for Freshman Program.  
All Assistant Coaches: 9%
2. Head Varsity Coaches for Baseball, Softball, Volleyball, and Soccer:  
11% + 2% for Junior Varsity Program + 1% for Freshman Program.  
All Assistant Coaches: 8%
3. Head Varsity Coaches for Tennis (boys and girls), Golf (boys and girls), Cross Country, Strength & Conditioning:  
9% + 2% for Junior Varsity Program + 1% for Freshman Program.  
All Assistant Coaches: 7%  
\*Assistant Strength & Conditioning: 5%  
\*(This is understood to not be a JV assistant, but simply an assistant to the supervisory position of Strength & Conditioning.)
4. All Junior High Coaches - 7%
5. Intramural - 2%
6. Cheerleading:  
Varsity Football - 6%  
Junior Varsity Football - 3%  
Varsity Basketball - 7%  
Junior Varsity Basketball - 4%  
8th Grade - 2%

B. SENIOR HIGH

1. Music:
  - a. Vocal - 8% (concert) + 2.5% (show choir).
  - b. Instrumental -
    - Director - 8%
    - Assistant - 6%
    - Marching Band - 5%
    - Jazz Band - 2.5%
    - Pep Band - 1%
  - c. Strings - 5%
2. Drama - 8%

3. National Honor Society - 2.5%
4. Student Council - 3%
5. Yearbook - 2%
6. Adult Education - per hour .09% of BA Base
7. Driver Education, Classroom - per hour .09% of BA Base
8. Driver Education, Driving - per hour .075% of BA Base
9. Quiz Bowl Director - 3.5%
10. Winter Guard - 2.5%
11. SADD - 2.5%
12. BPA - 3%
13. Chess Club - 2%
14. NCA/School Improvement Leadership - 12% per building
15. Lunch Duty - .045% per lunch period

C. JUNIOR HIGH

1. Camp Director - 5% Assistant - 4.5%
2. Student Council - 2%
3. Math Competition Coordinator - 2%
4. Activities Director - 2.5%
5. NCA/School Improvement Leadership - 12% per building
6. Lunch Duty - .045% per lunch period

D. ELEMENTARY

1. Safety Patrol - 5%
2. Student Council - 2%
3. NCA/School Improvement Leadership - 12% per building

E. CURRICULUM WORK

1. There shall be allotted 1,800 staff hours for curriculum work and other committees such as PA 25, Drug Free, etc.
2. 700 hours shall be allotted to grades 7-12 and 700 to BK-6. 400 hours shall be reserved for other committees.
3. Pay shall be at a rate of \$15.00 per hour.
4. Curriculum study committees may be administrator or staff initiated. A plan must be submitted to the Superintendent for approval. Plan shall include:
  - statement of problem
  - number of members on the committee
  - number of hours needed by each committee member
  - deadline for final report
  - any other pertinent information
5. District Red Cross/CPR Instructor - \$20 per hour.
6. In addition to the stipend of \$15.00, the chairperson of each committee shall be granted one (1) day of release time to complete the final report.
7. This section will not be subject to any financial cutbacks during the contract year.
8. Curriculum Consultant – 9% of employee’s salary step  
An employee in her/his last year of service to the district may apply for the position of Curriculum Consultant. Application must be made in writing to the superintendent. Deadline for application is the last day of the trimester prior to the employee’s final trimester of service, with the single exception of the 2009/10 school year, when the application deadline is May 21, 2010. The assignment of Curriculum Consultant will automatically be given to any person who meets the criteria outlined in this section. Duties include advising and assisting the superintendent and building principal on issues related to curriculum development, instruction and assessment.

F. OTHER

1. Assignments not included in Schedule B assigned by the Principal which are in addition to the normal load (such as teaching additional classes beyond the contract requirement) will be reimbursed at their normal hourly rate.
2. A teacher who substitutes for another teacher (during their conference period) shall have the option of being paid at a substitute rate of .102% of the BA base or banking the class period and receiving a compensatory day upon reaching five (5) compensatory substitute class periods. A teacher who staffs the ERC in the evening or on Sundays so that other teachers may use the facility shall have the option of being paid at a rate of .02% of the BA base or banking the hours and receiving a compensatory day upon reaching twelve (12) hours. No more than two (2) compensatory days may be earned in any one year. This/These day(s) may be used at any time, subject to twenty-four (24) hours advance notice, availability of substitutes, and may be used in conjunction with other personal days found in the contract, but may not be used in conjunction with personal days to extend a scheduled school vacation. These days may not be used the day before spring break, but may be used at any other time. One day may be carried over into the next year. The second unused

day or portion thereof shall be paid at the substitute rate or ERC rate, whichever applies, in the teacher's last check of the year.

Elementary teachers shall receive one (1) hour compensatory time for each two (2) periods of Physical Education and General Music they cover because no substitute is available for a teacher in one of the named areas.

An elementary teacher grades 1-6 shall receive one (1) hour compensatory time for each scheduled period of Art they cover because no substitute is available. (When/If Art is restored BK-6, the teachers of BK and K shall be covered by this clause.)

3. Notwithstanding any item in Schedule B, any teacher may volunteer to cover a regularly or irregularly scheduled activity that is of benefit to our students or school system. If the activity is not listed in Schedule B, the teacher may arrive at a method of compensatory time with the building principal, subject to final approval by the Association Representative and Superintendent.
4. Certified First Aid persons (including CPR) shall be assigned according to the following formula and will receive 1.5% of the BA base for such assignment. This/These person(s) shall be first-call individuals in emergency medical situations.

Building Size:      0-200   -   one (1) person  
                          200-400 -   two (2) persons  
                          400-600 -   three (3) persons  
                          600     -   four (4) persons

**ARTICLE XXIX  
SCHEDULE C -- ADDENDUM  
SCHOOL CALENDAR**

**Section 29.1  
(2011-12) Calendar.**

**All K-12 TEACHERS**

8/30 ISD Day/Teacher Professional Development Day.  
8/31 LASD Professional Learning Communities (PLC) Day.

---

**TEACHERS AND STUDENTS**

9/6 First day of school.  
9/30 PLC Day. No school for students.  
10/5 District pupil count day.  
10/11 MEAP window begins  
10/14 Homecoming.  
10/20 Secondary Parent-Teacher Conferences. Half day for students 6-12.  
10/21 PLC Day. No school for students.  
10/28 MEAP window ends.  
11/11 PLC Day. No school for students.  
11/21-23 Elementary Parent-Teacher Conferences; half day for K-5 students.  
11/22-23 Secondary Exams. Half days for students 6-12.  
11/23 End of First Trimester.  
11/24-25 Thanksgiving Recess.

---

11/28 Second trimester begins.  
12/16 Afternoon PLC, half day for all students K-12. Winter break begins for students at end of half day.  
1/3 School resumes.  
1/19 Secondary Parent-Teacher Conferences. Half day for students 6-12.  
1/20 PLC Day. No school for students.  
2/8 District pupil count day.  
2/10 PLC Day. No school for students.  
2/29-3/2 Elementary Parent-Teacher Conferences; half day for k-5 students.  
3/1-2 Secondary Exams. Half days for students 6-12.  
3/11 End of Second Trimester.

---

3/5 Third Trimester begins.  
3/6 ACT Test for Juniors/no school for students in grades 9,10,12; and Afternoon PLC (half day for students K-8).  
3/22 Spring Break begins at end of day.  
4/2 School resumes.  
4/6 Good Friday, no school.  
4/19 Secondary Parent-Teacher Conferences. Half day for students 6-12.  
4/20 PLC Day. No school for students.  
5/25 PLC Day. No school for students.  
5/25 LHS graduation.  
5/28 Memorial Day, no school.  
6/4-5 Half day for students K-12; Secondary Exams.  
6/5 End of Third Trimester, last day for students  
6/6 Teacher Records Day.

PAID HOLIDAYS FOR TEACHERS: Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, Memorial Day

**ARTICLE XXX**  
**SITE-BASED DECISION MAKING**

**Section 30.1**  
**Definition of Site-Based Decision Making.**

Site-based decision making is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.

**Section 30.2**  
**Contract Security/Waiver.**

In implementing and operating SBDM, no provision, formal and/or informal understandings, condition(s) or practice(s) established between the parties or by the collective bargaining agreement shall be altered, modified or superseded except as mutually agreed in writing by the Board, impacted school's instructional staff and the LEA Executive Board.

**Section 30.3**  
**Scope.**

The SBDM process/plan will be used for:

1. Building-wide issues
2. Individual classroom issues

The SBDM process/plan will not be used to address the collective bargained areas of:

1. Salary/wages
2. Benefits
3. Employee performance
4. Other matters established in Statute

**Section 30.4**  
**SBDM Proposal Summary.**

Before a SBDM plan can be implemented, a written SBDM Proposal Summary must be furnished to all affected teaching staff for their consideration. This SBDM Summary must include:

1. Proposal title and date
2. Statement of plan
3. Statement of goal(s)
4. Expected outcomes
5. Who would be affected and how (the scope)
6. Written plan

A vote on the proposed written plan involving all impacted teachers will then be taken within five (5) working days upon receiving the plan. A simple majority is needed for SBDM plan approval.

**Section 30.5**  
**Implementation.**

1. If a proposal passes, the Board will be responsible for both the implementation and development of an evaluation tool.

2. Monitoring is the responsibility of the entire staff(s) affected.

**Section 30.6**  
**Change.**

Amendment(s) or change(s) in the plan or the process itself may be made using the designated steps.

**Section 30.7**  
**Employee Protection.**

Any participation in SBDM, whether in full or in part, shall be voluntary. The SBDM shall approve no policies or programs which would result in the reduction of hours or layoff of any bargaining unit member. The participation or lack of participation of an individual bargaining unit member or group of bargaining unit members in SBDM shall neither be considered nor have merit in the Board's decisions regarding the evaluation, assignment (including extra duty, conference attendance, etc.), promotion, discipline or discharge of any bargaining unit member or any other condition of employment including the placement of any information in any bargaining unit member's personnel file.

**Section 30.8**  
**Program Evaluation.**

After implementation of SBDM, the Board and the LEA will annually evaluate any SBDM plan/process.

**Section 30.9**  
**Compensation.**

Employees participating in SBDM activities, including training and scheduled committee meetings, will be compensated in accordance with the terms of the collective bargaining agreement. If SBDM meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay.

**Section 30.10**  
**Training.**

The Board and the Association will mutually agree to the SBDM training minimally in the following areas:

- \*The SBDM process/model being proposed
- \*Overview of the SBDM process, programs, and structures
- \*Decision making models
- \*Problem solving and conflict resolution

**Section 30.11**  
**Academic Freedom.**

The highest standard of academic freedom shall be guaranteed to all staff.

**Section 30.12**  
**Highly Qualified Teachers.**

Teachers not "Highly Qualified", as defined by the Federal Laws most commonly known as "No Child Left Behind", by the end of the 2005-2006 school year will be laid off until they become highly qualified, as defined above. The Board will pay for the first test to qualify providing the test is taken by January of 2006.

**SCHEDULE D:**  
**TEACHER EVALUATION**

PURPOSE:

Evaluation of the effectiveness of teaching is an important function of the administration. Without fairly exact knowledge of the strengths and weaknesses of the existing practices, guidance cannot operate to bring about a maximum of improvement.

Evaluation, if it is to serve as both a guidance and a rating device, must be a cooperative process. This means the teacher should have an opportunity to familiarize himself/herself with the items listed. This will serve the dual purpose of placing before the teacher the objectives he/she is expected to achieve, and of providing an excellent basis for self-evaluation.

The purpose of the evaluation is:

1. To promote professional growth and improvement in service;
2. To discover ability and growth;
3. To learn the needs of teachers in order to provide assistance;
4. To furnish friendly stimulation;
5. To determine teachers' qualifications for tenure; teachers should refer to ARTICLE XVI, of the Master Agreement.

This form has been so constructed as to require the actual observance of those practices and conditions which give concrete evidence of the teacher's ability to perform effectively. Objective evidence becomes the basis for evaluation. It covers all areas and grade levels of teaching. No teacher can be expected to demonstrate effectiveness in the achievement of all goals set for him/her. Any rating device designed to record widely varying activities such as will be observed must provide flexibility with respect to teaching situations within the observation period. The evaluation report sheet is intended to reflect the teacher's total effort to the school community.





## TEACHER EVALUATION FORM

### Ludington Area Schools

Teacher: \_\_\_\_\_

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

Grade/Subject Area: \_\_\_\_\_

School Year: \_\_\_\_\_

Teacher Observation I _____	Teacher Observation III _____
Teacher Observation II _____	Final Evaluation _____

1 <sup>st</sup> Year Probationary _____	3 <sup>rd</sup> Year Probationary _____
2 <sup>nd</sup> Year Probationary _____	4 <sup>th</sup> Year Probationary _____
Tenured Teacher _____	

#### GUIDE FOR TEACHER APPRAISAL

##### I. Purpose

- A. To improve instruction
  - 1. By principal's appraisal of teacher
  - 2. By teacher-principal conferences
- B. To provide the administrative office with a ready, permanent, complete record of the teacher's performance.

##### II. Disposition of Appraisal Sheets

- A. Original copy filed in principal's office
- B. Copy to teacher
- C. Copy to superintendent's office

##### III. Areas of Assessment

- A. Planning and Preparation
- B. The Classroom Environment
- C. Instruction
- D. Professional Responsibilities
- E. Summary/Tenure Evaluation

<b>Rating Key</b> Highly Effective Effective Minimally Effective Ineffective
--

<b>A. PLANNING AND PREPARATION</b> Planning and preparation includes comprehensive understanding of the content to be taught, knowledge of the students' backgrounds, and designing instruction and assessment. Its components are:	Highly Effective	Effective	Minimally Effective	Ineffective	Not Observed	Not Applicable
<b>Demonstrating knowledge of content and instruction</b>						
• Demonstrates knowledge of subjects through instructional practices						
<b>Demonstrates ability to differentiate instruction to maximize individual student learning.</b>						
<b>Selecting instructional goals</b>						
<b>Demonstrating knowledge of resources</b>						
• Makes use of school-related resources (other teachers, counselors, administrators, consultants, etc.)						
• Facilitates student learning by supplementing regular curriculum materials with a variety of instructional materials and activities						
• Follows curriculum council approved curriculum						
<b>Designing coherent instruction</b>						
• Demonstrates appropriate planning (develops plans in advance of scheduled activities, plans activities that reflect goals and objectives, carries out and follows the planned instruction routine, etc.)						
• Prepares in advance for substitute teacher (lesson plans, student assignments, classroom activities, etc.)						
<b>Designing Assessment</b>						
• Uses a variety of assessment techniques when evaluating learning or skill development (written, verbal, performance-based, criterion-references, etc.)						
• Designs assessment techniques to measure student knowledge or skills related directly to curriculum goals and objectives						
• Employs these techniques to demonstrate acceptable student growth						

**Evidence supporting attainment and/or noted deficiencies:**

A - PLANNING AND PREPARATION

<b>B. THE CLASSROOM ENVIRONMENT:</b> The classroom environment addresses the teacher's skill in establishing an environment conducive to learning, including both the physical and interpersonal aspects of the environment. Its components are:	Highly Effective	Effective	Minimally Effective	Ineffective	Not Observed	Not Applicable
<b>Creating an environment of respect and rapport</b>						
<ul style="list-style-type: none"> <li>Maintains a positive classroom environment (praises, interacts spontaneously with students, maintains positive rapport, etc.)</li> </ul>						
<ul style="list-style-type: none"> <li>Demonstrates a positive attitude toward students (treats students with respect, remains objective and positive when dealing with student problems, grading, etc.)</li> </ul>						
<b>Establishing a culture for learning</b>						
<ul style="list-style-type: none"> <li>Reinforces/rewards appropriate social and academic behavior in the classroom (congratulates and acknowledges student progress, success, etc.)</li> </ul>						
<ul style="list-style-type: none"> <li>Responds to student needs in the classroom (communicates with students to maintain academic productivity, attends to raised hands, etc.)</li> </ul>						
<b>Managing classroom procedures</b>						
<ul style="list-style-type: none"> <li>Maintains classroom in accordance with the school system's code of conduct (conveys rules in written/verbal form, enforces rules, etc.)</li> </ul>						
<b>Managing student behavior</b>						
<ul style="list-style-type: none"> <li>Prevents behavior problems by intervening early (maintains mobility in the classroom, interacts with students, redirects student attention to tasks, etc.)</li> </ul>						
<ul style="list-style-type: none"> <li>Maintains control of student behavior in the classroom (classroom is orderly, students are actively involved in learning, etc.)</li> </ul>						
<ul style="list-style-type: none"> <li>Provides general supervision throughout the school (hallways, cafeteria, buses, playground, etc.)</li> </ul>						
<ul style="list-style-type: none"> <li>Has reasonable expectations for student behavior (accepts normal developmental behavior patterns, overlooks inconsequential behaviors, etc.)</li> </ul>						
<b>Organizing physical space</b>						
<ul style="list-style-type: none"> <li>Organizes classroom efficiently to meet educational needs of students (floor plan, materials, equipment, etc.)</li> </ul>						

**Evidence supporting attainment and/or noted deficiencies:**

<b>C. INSTRUCTION:</b> Instruction is concerned with the teacher's skill in engaging students in learning the content, and includes the wide range of instructional strategies that enable students to learn and demonstrate growth. Its components are:	Highly Effective	Effective	Minimally Effective	Ineffective	Not Observed	Not Applicable
<b>Communicating clearly and accurately</b>						
<ul style="list-style-type: none"> <li>Communicates instructional goals and objectives to students</li> </ul>						
<ul style="list-style-type: none"> <li>Is able to deliver directions, explanations, and instructional content in a manner understood by students.</li> </ul>						
<b>Engaging students in learning; actively involved/hands-on/real world</b>						
<ul style="list-style-type: none"> <li>Using questions and discussion techniques</li> </ul>						
<ul style="list-style-type: none"> <li>Provides opportunities for students to process information and actively construct meaning</li> </ul>						
<ul style="list-style-type: none"> <li>Maintains student attention (involves students in instructional activities by calling on them, encourages anticipation, uses motivational techniques, etc.)</li> </ul>						
<ul style="list-style-type: none"> <li>Seeks ways to use available instructional technology (**if applicable**)</li> </ul>						
Provides feedback in learning to students						
<ul style="list-style-type: none"> <li>Formative assessments are embedded to provide feedback on the progress of learning; (LASD Teach as Professional Development)</li> </ul>						
<ul style="list-style-type: none"> <li>Formative and summative information is returned to students in a timely manner so as to be useful in the learning process</li> </ul>						
<b>Demonstrates flexibility and responsiveness</b>						

**Evidence supporting attainment and/or noted deficiencies:**

<b>D. PROFESSIONAL RESPONSIBILITIES:</b> Professional responsibilities address a teacher's additional professional responsibilities including self-assessment and reflection, communication with parents, participating in ongoing professional development, and contributing to the school and district environment. Its components are:	Highly Effective	Effective	Minimally Effective	Ineffective	Not Observed	Not Applicable
<b>Utilizes technology to maintain accurate records and communicate with families</b>						
• Performs necessary clerical responsibilities (report cards, attendance records, lesson plans, lunch, money etc.)						
• Reports student performance effectively to family/guardians through report cards, progress reports, parent conferences or meetings, emails and phone calls						
<b>Contributing to the school and district</b>						
• Takes part in professionally-related meetings (faculty meetings, parent conferences, inservice meetings, etc.)						
• Follows school system's policies and procedures						
• Participates in Building/District Activities						
<b>Growing and developing professionally</b>						
• Maintains positive professional interactions with other educational personnel (cooperates, shares information, works as a team member, etc.)						
• Reviews evaluations and redirection, accepts advice, and makes the appropriate changes or adjustments						
• Accepts change in a positive professional manner (implements new programs and policies, is willing to accept decisions made by others, etc.)						
• Remains current in the educational field through course work, inservice activities, professional literature, conferences, workshops, etc.						
<b>Showing professionalism</b>						
• Maintains professional behavior (professional interactions with students, confidentiality, professional ethics, etc.)						
• Is in attendance and prompt						
• Is able to solve professionally-related problems independently (student-related, peer-related, equipment/supply-related, buildings, other personnel, etc.)						

**Evidence supporting attainment and/or noted deficiencies:**

D - PROFESSIONAL RESPONSIBILITIES

SUMMATIVE COMMENTS:

SUMMARY

On the basis of this evaluation, this teacher's performance for the purpose of the Tenure Act, arbitration hearings, etc, is considered:

- Highly Effective                       Effective  
 Minimally Effective                       Ineffective  
 Recommended for Tenure (if indicated)

---

Signed (Principal or designated administrator) (Date)

TEACHER SECTION:

- I agree with this evaluation.  
 I do not agree with this evaluation.  
 I will write a statement of rebuttal to be attached to this evaluation.

---

Teacher Signature (Date)

**INDIVIDUAL DEVELOPMENT PLAN**

The IDP of the Ludington Area Schools is designed to assess individual accomplishments and past performance. It also establishes individual goals and direction for the future in hopes that all individuals reach their highest potential.

1. STRENGTHS
  
2. AREAS TO CONSIDER FOR IMPROVEMENT
  
3. GOALS ESTABLISHED BY THE TEACHER
  
4. PROCEDURES, MODELS AND/OR RESOURCES SUGGESTED FOR IMPROVEMENT
  
5. EXPECTED RESULTS AND TIME LINES
  
6. APPRAISAL

The district has sought my input in the development of this IDP. I understand that if there are items not included in this IDP that I think should be included, I can submit those items in writing within 30 days of the date of this IDP.

\_\_\_\_\_  
Principal/Administrator

Teacher

Date

**SCHEDULE E**  
**GRIEVANCE REPORT FORM**

Grievance #\_\_ LUDINGTON AREA SCHOOL DISTRICT GRIEVANCE REPORT

Submit to Principal in Duplicate

Distribution of Form

1. Superintendent
2. Principal
3. Association
4. Teacher

=====

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
-----------------	-------------------	-------------------------	-------------------

=====

STEP 1

- A. Date Cause of Grievance Occurred
- B.
  1. Statement of Facts for Basis of Grievance
  2. Reference to Article(s) and Section(s) of the Agreement which have been allegedly violated
  3. Relief Sought

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

- C. Disposition by Principal

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

- D. Position of Grievant and/or Association

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



STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee

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

C. Position of Grievant and/or Association

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

STEP III

A. Date Submitted to Board \_\_\_\_\_

B. Disposition of Board

\_\_\_\_\_  
Signature of Board Date of Decision

STEP IV

A. Date Submitted to Arbitrator \_\_\_\_\_

B. Disposition of Arbitrator

\_\_\_\_\_  
Signature of Arbitrator Date of Decision

Attachment A

Election of Retirement and Universal Service Credit Benefits  
Under Article 14.4

Additional Retirement Contributions  
Payroll Authorization

A Michigan Public School Employees Retirement System (MPERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the "pick-up" tax deferral provisions of Internal Revenue Code (IRC) Section 414(h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect

\_\_\_\_\_  
(today's date)

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h)(2) and my employer's resolution.

1. Deductions are to be made from my salary, for a total of \_\_\_\_ months in the amounts of \$\_\_\_\_\_ per month with a final payment of \$\_\_\_\_\_.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: (a) payroll payments are completed, or (b) termination of employment.

REPORTING UNIT NAME: (school district) \_\_\_\_\_ NUMBER

I irrevocably authorize the above payroll deductions under the conditions specified in my employer's resolution and this authorization.

EMPLOYEE NAME

EMPLOYEE SOCIAL SECURITY NUMBER

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE

## **CIVIL RIGHTS COMPLIANCE**

The Ludington Area School District is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, creed, age, religion, sex, height, weight, marital status, or disabling condition.

The Ludington Board of Education has adopted policies which support the regulations of Title VI, Title IX and Section 504 of the Rehabilitation Act of 1974.

If an employee of the Ludington School District believes any part of the school organization has inadequately applied the principles or regulations of these acts, he/she may bring forward a complaint (which will be referred to as a grievance) to the appropriate school official in accordance with applicable employment contract grievance procedures. If the grievance has not been satisfactorily settled, further appeal may be made through the Regional Office of Civil Rights, Department of Health, Education and Welfare. (Informal step should involve the Title IX/Civil Rights Coordinator.)

The name of the designated Title IX/Civil Rights Coordinator for the Ludington Area School District may be obtained by contacting the Superintendent at the central business office, 809 E. Tinkham Avenue, Ludington, Michigan, Phone 231/845-7303.