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~~Proposed~~ Lakeville Board of Education
and
Lakeville Education Association Agreement

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Lakeville Bd. of Education

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Proposed LakeVille Board of Education
and
LakeVille Education Association Agreement

This Agreement entered into this third (3) day of September 1968 by and between the Board of Education of LakeVille School District of Otisville, Michigan, hereinafter called the "Board", and the LakeVille Education Association, hereinafter called the "Association."

WITNESSETH

1. WHEREAS, the Board and the Association recognize the importance of schools as agencies for the preservation and extension of our democracy; and

2. WHEREAS, the parties to this Agreement have a common goal of providing a quality education for all children; and

3. WHEREAS, the Board and the Association are mutually committed to the human rights and dignities of all, and to policies and programs of racial integration and desegregation as being necessary to good education, good management and good government; and

4. WHEREAS, it is the mutual responsibility of all members of the LakeVille School System to insure that good order and discipline are maintained throughout the System and that the classroom teacher is fully supported in all reasonable measures taken by him to maintain and effectuate good order and discipline in his classroom; and

5. WHEREAS, the success of the LakeVille educational program is mutually dependent upon the knowledge, skill and creative ability of teachers, and the effective administration of the supporting services; and

6. WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

7. WHEREAS, to obtain this goal it is imperative that there be understanding and cooperation between the teachers in the classrooms and the Board which is

responsible for the operation of the school system; and

8. WHEREAS, the parties of this Agreement believe that the best interests of public education will be served by establishing procedures to negotiate with teacher representatives, pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to hours, wages, terms, conditions of employment, and on matters of common concern and to provide orderly channels for appeals should any differences not be resolved; and

9. WHEREAS, the Association has been duly selected by a majority of teachers as the exclusive representative of teachers for purposes of dealing with the Board on matters of teacher concern; and

10. WHEREAS, the parties desire to incorporate such agreements into a formal contract, and believe that such action is in the best interests of the school system and teachers;

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379 Public Acts of 1965, for all full or part time certified, professional educational personnel, but excluding supervisory and executive personnel. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

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

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association. (Including the National Education Association and the Michigan Education Association). Such deductions shall not exceed \$5.00 per pay period. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association.

D. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

ARTICLE II

Teacher Rights

A. The Association and its members shall have the right to use school building facilities before or after regular class hours and at lunch time for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the period of this Agreement, provided, however, that upon written notice by either party to the other party at least sixty (60) days prior to the first day of April, 1970, negotiations will be re-opened for the purpose of negotiating a new contract.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, during regular teaching hours, for a maximum of 186 days of required work attendance. For extra work the teacher shall be entitled to appropriate additional professional compensation, at his established professional hourly rate. The professional hourly rate of any teacher shall be determined by dividing his base salary, as set forth in Schedule A, by 1,488 hours. The teacher shall be paid his established hourly rate, in addition to his base salary, for all time spent after the regular school day in required parent-teacher conferences, PTA meetings, supervision of extra curricular activities of students of more than 40 minutes' duration after the dismissal of classes for a regular school day, or on Saturdays, Sundays, or holidays, and attendance is not voluntary, but required.

C. Teachers shall not be required to report more than two days prior to the beginning of classes in September or to remain more than two days after sessions end in June, or until such time as records and reports are completed and keys turned in to the satisfaction of the immediate supervisor.

D. The following legal holidays shall be observed and all schools closed: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

E. Teachers will be free from student supervision and teaching duties so that they may evaluate and record progress of the students on the following days:

Two of the last three regular school days at the end of the first semester.

Two of the last three school days at the end of the school year.

For the purpose of adjusting class loads, establishing class records, and tending to the other details of the opening of school the afternoon of the first day of school in September, the teachers shall be free from student supervision and teaching duties.

F. When in the discretion of the Board representative it becomes necessary to discuss a grievance during school hours, the building representative or Association representative shall be released from regular duties without loss of salary, at each step of the grievance procedure as provided in Article XIII.

G. Officers of the Lakeville Education Association shall be provided with release time without pay from regular duties for the purpose of participating in meetings of the United Profession; total time shall not exceed ten (10) man days. The Board of Education shall pay the cost of a substitute teacher's salary. Further, provided that the request for the released time is submitted to the teacher's immediate superior at least three days prior to the date of the meeting.

H. Teachers will be paid on a twenty-six pay basis.

The Board shall deduct United Profession dues in equal amounts.

All insurance benefits shall be for a period from September 1 to August 31.

ARTICLE IV

Teaching Hours

A. The teacher's regular teaching hours in the secondary school (9-12) shall be as follows:

- | | |
|--|---|
| (1) Teachers check in no later than | 20 min. before beginning of first period. |
| (2) Teachers at assigned place of duty with room accessible to students not later than | 10 min. before first period begins. |
| (3) Teachers are to return to their classrooms after noon dismissal | 5 min. before classes resume. |
| (4) Unless permission is granted by principal, teachers shall leave school no earlier than | 30 min. after last period ends; except 30 min. is waived on Friday and the days before school holidays. |

B. The teacher's regular teaching hours in the elementary school (K-8) shall be as follows:

- | | |
|--|---|
| (1) Teachers shall be at assigned place of duty no later than | 20 min. before classes begin. |
| (2) Teachers are to return to their classrooms after noon dismissal | 5 min. before classes resume. |
| (3) Unless permission is granted by principal, teachers shall leave school no earlier than | 30 min. after classes end; except the 30 min. is waived on Friday and the day before school holidays. |
| (4) Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester but shall | in no event be longer than the foregoing. |

The Board recognizes the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building.

C. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular student lunch hour, in no event less than 30 minutes.

D. Elementary teachers (K-6) will be provided a fifteen minute relief time per day. Teachers of music, art, laboratory sciences and physical education shall have at least two such periods each day.

ARTICLE V

Teaching loads and Assignments

A. The normal weekly teaching load in the senior high school will be 30 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the later elementary schools (grades 7 & 8) will be 30 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the early elementary schools (grades K-6) will be 35 teaching periods, or its equivalent. Any departure from these provisions shall be compensated for at the rate of 1/7 of the teacher's regular contracted salary per diem period.

B. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. Teachers shall not be assigned except for good cause, more than three different preparations of lessons per day. A preparation shall constitute the preparing of a lesson for different levels of a subject or for different subjects.

C. Students that are sufficiently mentally retarded so as to qualify for special education, or students that are uneducable, or students that are emotionally disturbed as determined by competent authority shall not be assigned to a regular classroom.

D. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and when possible prior to June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels.

ARTICLE VI

Teaching Conditions

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that they will, except in extenuating circumstances, work to maintain the following maximum class sizes. Under no circumstances shall part 2 of this section be exceeded.

1. Kindergarten through grade eight.....28 pupils
The maximum for grades 7 & 8 will be 150 students per day.
2. Classes of bi-grade make up, except that no first grade pupils shall be part of a bi-grade class.....20 pupils

High School Class Load Proposal

Typing

Mathematics.....Average class size.....28

Language.....Maximum class size.....35

Social Studies.....Maximum per day.....168

Business Education

Speech

English.....9-10-11-12.....Average class size.....25
(includes Literature Maximum class size 30
and Business English) Maximum per day 150

Industrial Arts

Home Economics.....Average class size.....28

A. (High School Class Load Proposal - Cont'd)

Vocational Agriculture	Maximum class size	(The number of students shall not exceed the number of work stations)
Lab Sciences		
	Maximum per day.....	144
Drafting.....	Maximum class size.....	28
9th Grade Science.....	Average class size.....	50
	Maximum per day.....	156
Physical Education.....	Average class size.....	40
	Maximum class size.....	50
	Maximum per day.....	240
Driver Education.....	Maximum class size.....	30
Study Hall.....		125

A Librarian and $\frac{1}{2}$ time clerk shall be provided for each 650 students or major fraction thereof and each shall be assigned to the high school library.

B. 1. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching professions. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will undertake promptly to consider implementing all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

B. 2. The Board also agrees that all teaching stations shall be maintained in such manner as to promote the health, safety, comfort and efficiency of the student and teacher, in accordance with State regulations.

C. Teachers will assist with the collection but shall not be required nor expected to keep record or account for the collection of monies from students for lunches, milk, book rentals and fees, student pictures nor charity drives.

Wherever possible, teachers will receive assistance and inservice training in the operation of audio-visual, duplication, etc., machines.

D. Under no conditions shall a teacher be required to drive a school bus on regular daily runs as a part of his regular assignment.

E. The Board shall make available in each school adequate restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty room, except in the old buildings, in which smoking shall be permitted.

F. Telephone facilities shall be made available to teachers for their reasonable use. (Pay phones if available.)

G. Adequate parking facilities shall be made available to teachers and maintained at all times.

H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, as long as he conducts himself in accordance with the Code of Ethics of the Education Profession.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VII

Vacancies, Promotions and Reduction of Staff

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building except during the months of June, July, and August when such notices are to be posted in the Superintendent's office. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen days.

B. Any teacher may apply for a vacancy. In filling a vacancy, the Board agrees to give 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. An applicant with less service in the system shall not be awarded such position unless his qualifications therefore shall be substantially superior to applicants with greater service. The Board will continue to follow the policy of promotions from within its own teaching staff. "Service" in the system, for purposes of this agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause, other than military or sabbatical leaves.

C. Orderly procedure for reduction of staff: Teachers teaching on special permits should be notified of Board intent not to request renewal because of possibility of millage failure necessitating staff reduction. Available teachers holding provisional, life, and permanent certification will have first priority to those remaining positions over teachers holding emergency substitute permits.

ARTICLE VIII

Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VII.

C. Any tenure 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 may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Insurance Protection:

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection.

A. The Board shall provide without cost to the teacher group life insurance protection which shall pay to the teacher's designated beneficiary the sum of \$5,000 upon death and, double indemnity in the event of accidental death.

B. The Board shall provide full coverage Blue Cross-Blue Shield Plan M-75, comprehensive semi-private, for all teachers, their spouse and family. There will be a single carrier and no other options will be allowed.

C. The Board shall require each teacher to furnish at his own expense public liability and accident coverage in an amount of not less than \$100,000 for each incident.

ARTICLE X

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall not be used in the formal evaluation of teachers.

B.

1. The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least three times each school year. The evaluator will hold a conference with the non-tenure teacher after each such evaluation. Receipted copies of the evaluation shall be given to the teacher and kept on file in the principal's office.

2. The evaluation of the work of all teachers is the responsibility of the administration. Professional evaluation shall be performed by the superintendent, assistant superintendent, principals, and/or assistant principals at their level of certification (principals and assistant principals).

C. Each teacher shall have the right upon request to review the contents of his own personnel file excluding confidential material. A representative of the Association may be requested to accompany the teacher in such review.

D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction or discipline or delinquency in professional performance. When a request for such representation is made, no formal action shall be taken with respect to the teacher until such representative of the Association is present.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause and without adequate professional evaluation. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth. The foregoing shall exclude extra duty for extra pay assignments providing the action is recommended by the administration.

ARTICLE XI

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. Any case of assault upon a teacher in connection with the performance of his duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his 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.

C. Time lost by a teacher while employed by the Board in connection with any incident mentioned in this Article shall not be charged against the teacher unless proven guilty by a court of competent jurisdiction.

D. Any formal complaint by a parent of a student directed toward a teacher shall be relayed to the teacher's attention by his immediate supervisor.

E. Any teacher who is absent because of injury or disease compensable under Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness with subtraction of sick leave, as prorated, for a maximum of two (2) years.

ARTICLE XII

Professional Negotiations

A.

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

2. During negotiation, the Board and the Association will present relevant data, exchange points of view and make proposals and counterproposals. As of the time such information is made available to the Board, the Board will provide the Association with documents relating to budgetary proposals, requirements and allocations which are presented to any regular meeting of the full board or to any other governmental body. The Board will make available to the Association for inspection all pertinent records of the Lakeville School System at the written request of the Association which request shall specify the records desired. Such records will be made available at the offices of the Board and will not be removed from the Board's offices. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

3. If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.

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

C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.

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

E. The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement.

ARTICLE XIII

Professional Grievance Procedure

A. A grievance is a complaint submitted as a grievance involving the work situation, or that there has been a deviation from, or a misinterpretation or misapplication of a practice or policy; or that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.

E. Problems and grievances shall be presented and adjusted in accordance with the following procedures:

The teacher with a problem may first discuss the matter with the principal or superintendent, directly or accompanied by the Association representative, with the objective of resolving the matter informally.

L. In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the principal of the school in which the grievance arises within seven days following the act or grievance condition which is the basis of the grievance.

- a. A grievance may be lodged and thereafter discussed with the principal:
 - (1) by a teacher accompanied by an Association representative.
 - (2) through an Association representative if the teacher so requests.
 - (3) by an Association representative in the name of the Association.
- b. Within seven school days after receiving the grievance, the principal shall state his decision in writing, together with the supporting reasons, and shall furnish one copy to the teacher, if any, who lodged the grievance, and two copies to the Association representative.

2. Within seven school days after receiving the decision of the principal the aggrieved teacher may, through the Association, appeal from the decision in #1, to the Superintendent, or to any designee of the Superintendent upon whom the Superintendent has conferred authority to act in the premises. The appeal shall be in writing and shall be accompanied by a copy of the decision in #2.

a. Within seven school days after delivery of the appeal, the Superintendent or his designee shall investigate the grievance, including giving all persons who participated in #2 and representatives from the Association a reasonable opportunity to be heard. Upon request of the Superintendent or the Association, all parties will meet at the same time.

b. Within twelve school days after delivery of the appeal, the Superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved teacher, if any, to the representative designated by the Association who participated in this step and to the principal.

3. Within seven school days after receiving the decision of the Superintendent, the Association may appeal the decision in writing to the Board of Education, which shall give the Association opportunity to be heard within twenty school days after delivery of the appeal and shall communicate its decision in writing, together with the supporting reasons, to the Association within twenty-five school days after delivery of the appeal.

4.

a. If the Association is dissatisfied with the decision of the Board of Education, the Association may within twenty days (1) submit any grievance under this Agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association.

- b. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.
- c. The arbitrator so selected will confer with representatives of the Board and the LEA Committee and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding.

C.

- 1. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.
- 2. No teacher at any stage of the grievance procedure will be required to meet with any administrator without an Association representation.

D.

- 1. If a grievance arises from the action of authority higher than the principal of a school, the Association may present such grievance at the appropriate step of the grievance procedure.

2. If a grievance is of such a nature as to require immediate action such as may be required in transfer cases, the person acting for the Association may appeal immediately to the office or person empowered to act, and said office or person will resolve the matter jointly with the Association representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with #4.

E.

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall automatically have lodged an appeal at the next step of this procedure.
2. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.
3. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost, providing such teacher shall file a grievance within the time limits of Section B paragraph 4 of this section.

- F. The grievance procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

ARTICLE XIV

Professional Study Committee

The parties of this contract agree to the establishment of a joint committee consisting of four (4) members---two (2) of whom shall be appointed by the Board or its designate and two (2) of whom shall be appointed by the Association or its designate. Such committee shall meet at least monthly unless more frequent meetings are mutually agreed. Responsibilities of this committee shall include:

1. development of a teacher evaluation form(s),
2. make recommendations concerning the equalization of classes between schools and the achievement (or maintenance) of classroom maximums, and to
3. consider any other problems relating to implementing this contract or the operation of this system.

The clerical expenses of such Committee shall be borne by the Board.

ARTICLE XV

Strikes and Sanctions

A. During the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willfull absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of employment) for any purpose whatsoever.

B.

1. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.
2. Although the parties recognize that Principals, Assistant Principals, the Superintendent, and the Assistant Superintendents and other supervisory, administrative and executive officials are excluded from the bargaining unit, they also recognize that it is the present policy of the Association to admit such persons to membership in the Association for professional purposes not connected with collective bargaining and/or the administration of this Agreement.

The Association agrees that it will neither take nor threaten to any reprisals, directly or indirectly, against any such supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the Administration of this Agreement or the educational policies of the Board. The Association

further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of this Agreement or the educational policies of the Board.

3. It is expressly understood that this Section B will not be construed as in any way restricting the right of the association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional negotiation agreements.

C.

1. Violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.
2. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association; provided, however, that if the Association promptly disclaims, in writing to the Board and publicly, responsibility for any activity prohibited hereby, it will not be liable in any way therefore.

- D. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

ARTICLE XVI

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call between 6:45-7:15 A.M. or 8:00-10:00 P.M. of the preceding day to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher.

C. The Board agrees that except as to those working conditions incorporated in this Agreement (which may be changed only by mutual consent), no change in present working conditions which have been set forth in writing in (a) Board of Education Proceedings, (b) the Administrator's Bulletin, or (c) the Administrative Handbook will be made effective without notification to the Association and consultation with it respecting such proposed change. Such notification will be given as far in advance of the effective date of any such proposed change as is reasonably possible, with the objective of affording the Association an opportunity if it has objections to any such proposed change, to resolve such objections or file a grievance with the Board or its representatives before any such proposed change is made effective, in which case any action will be temporary until the Association has had opportunity to voice its opinion.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

E. 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.

ARTICLE XVII

Duration of Agreement

This Agreement shall be effective as of September 1, 1968 and shall continue in effect for two (2) years until the 31st day of August, 1970. This Agreement shall not be extended orally, except by mutual consent, and it is expressly understood that it shall expire on the date indicated.

For the Lakeville
Board of Education

Leland Hemingway, President
Jean E. Seaman, Secretary
Ralph Hemingway, Treasurer
James Seidell, Trustee
Gary R. Kerr, Trustee
Lyle Badgley, Trustee
Dale Lehman, Trustee

For the Lakeville Education
Association, Negotiating Committee

Stanley Konu, President
Mildred Caler, Secretary
David Lewis, Negotiator
Marilyn Miles, Negotiator
Nova Jefferies, Non-tenure paid Sec.

SCHEDULE A
LAKEVILLE COMMUNITY SCHOOLS SALARY SCHEDULE 1968-1969

STEPS	INDEX	BA	SALARY	INDEX	BA+15	SALARY	INDEX	MA	SALARY
1	1.00		\$6600.	1.04		\$6880.	1.08		\$7128.
2	1.03		\$6798.	1.09		\$7194.	1.15		\$7590.
3	1.10		\$7260.	1.165		\$7689.	1.23		\$8118.
4	1.15		\$7590.	1.215		\$8019.	1.28		\$8448.
5	1.20		\$7920.	1.265		\$8349.	1.33		\$8778.
6	1.25		\$8250.	1.315		\$8679.	1.38		\$9108.
7	1.30		\$8580.	1.365		\$9009.	1.43		\$9438.
8	1.35		\$8910.	1.415		\$9339.	1.48		\$9768.
9	1.40		\$9240.	1.465		\$9669.	1.53		\$10,098.
10	1.45		\$9570.	1.515		\$9999.	1.58		\$10,428.
11	1.50		\$9900.	1.565		\$10,329.	1.63		\$10,758.

LAKEVILLE COMMUNITY SCHOOLS SALARY SCHEDULE 1969-1970

STEPS	INDEX	BA	SALARY	INDEX	BA+15	SALARY	INDEX	MA	SALARY
1	1.00		\$7000.	1.04		\$7280.	1.08		\$7560.
2	1.03		\$7210.	1.09		\$7630.	1.15		\$8050.
3	1.10		\$7700.	1.165		\$8155.	1.23		\$8610.
4	1.15		\$8050.	1.215		\$8505.	1.28		\$8960.
5	1.20		\$8400.	1.265		\$8855.	1.33		\$9310.
6	1.25		\$8750.	1.315		\$9205.	1.38		\$9660.
7	1.30		\$9100.	1.365		\$9555.	1.43		\$10,010.
8	1.35		\$9450.	1.415		\$9905.	1.48		\$10,360.
9	1.40		\$9800.	1.465		\$10,255.	1.53		\$10,710.
10	1.45		\$10,150.	1.515		\$10,605.	1.58		\$11,060.
11	1.50		\$10,500.	1.565		\$10,955.	1.63		\$11,410.

SCHEDULE B (page 1)
OTHER IMPORTANT SALARY POLICIES

1. All teachers shall be placed on schedule according to their qualifications and experience.
2. (a) In order to be placed on the BA+15 schedule a teacher must have earned a provisional teaching certificate. The 15 hours must be earned after having received his provisional teaching certificate. The 15 hours must be related to the teacher's field of teaching and have the approval of the superintendent. The teacher must submit a transcript prior to September 1 of each year and have received a passing grade(s) in the course(s).
(b) Deductions for less than a Bachelors Degree: \$10.00 deducted for each semester hour less than 120 earned semester hours for specially certified teachers, if they have not earned additional 6 semester hours in last school year.
3. Teachers employed in the system with previous teaching experience, will be allowed full credit up to a maximum of 10 years.
For example: A teacher with 10 years of outside previous experience would be hired in on the 11th step of the schedule plus extra pay for earned hours of advance credit.
4. Teachers' contracts are written for 9½ months. Extended contracts beyond 9½ months for summer instruction, including music, vocational subjects and others will be computed on the basis of 12/9.5.
5. The hourly rate of any teacher, teaching assigned classes outside of the normal school day will receive an hourly rate equal to base pay divided by 1488 hours.
6. Sick leave: 10 days per year, cumulative to unlimited days to be allowed when confined at home or hospital as a result of accident or sickness or emergency absence because of the death or critical illness of a member of the immediate family.

SCHEDULE B (page 2)

6. Sick leave continued:

After the 5th day of absence, the Administration shall require a certification of necessary absence, from a doctor.

7. Married teachers will not be allowed sick leave time for staying at home with their children with minor ailments. This is a family responsibility - not covered by sick leave.

Two (2) days of personal business leave are granted annually for personal business which cannot be attended to at any other time except on a given or regular school day. This leave shall not be accumulative and is subject to principal approval.

8. Deductions from pay for absences not covered by sick leave: All teachers are expected to fulfill the terms of their contract. No teacher will be allowed time off at his or her expense except in the case where sick leave has expired. Arbitrarily taking time off, will be considered a break of contract.

When deductions are made for absence not covered by sick leave, the following method will be used in computing per day deductions:

The salary computed on a $9\frac{1}{2}$ month basis divided by the number of days, 186.

9. Extra pay for extra duties: as provided on supplement to salary schedule.
10. Special provisions: Deviation from Schedule A will be permitted at the Board's discretion in hiring of special education personnel.
11. Military leave: A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position of the salary schedule as he would have been had he taught in the district during such period.

SCHEDULE B (page 3)

12. Sabbatical leave: The Board of Education may grant a one sabbatical leave per year to teachers who have been employed for at least seven (7) consecutive years in the district. Teachers must apply for a sabbatical leave no later than March 1 of each year. A teacher who is granted a sabbatical leave will not receive his salary for that year but will continue to receive insurance benefits provided in Article IX. A Teacher receiving a sabbatical leave must agree to teach in the district for one (1) year at the end of the sabbatical. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

SCHEDULE B (page 4)

In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following further sums:

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

Girls' Sports (Grades 9-12)

Varsity Speedball.....	6%
J. V. Speedball.....	4%
Varsity Basketball.....	6%
J. V. Basketball.....	4%
Varsity Softball.....	4%
Varsity Track.....	4%

Boys' Sports (Grades 9-12)

Group I.....	11%
*Head Football	
*Head Basketball	
Group II.....	8%
Head Baseball	
Head Wrestling	
Head Track	
Group III.....	7%
Assistant Football	
Assistant Basketball	

SCHEDULE B (page 5)

Group IV.....	5%
Head Cross Country	
Assistant Baseball	
Group V.....	4%
Boys' (Grade 7 & 8) Basketball	
Girls' (Grade 7 & 8) Basketball	

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

ACTIVITY

Annual Advisor.....	5%
Newspaper Advisor.....	3%
Play Director.....	4%
Debate Coach.....	3%
Forensics.....	2%
*High School Band Director.....	11%
*Middle School Band Director.....	6%
High School Choir Director.....	2%
Middle School Choir Director.....	1%
Boys' Basketball Scorer.....	2%
Boys' Basketball Timer.....	1%
Wrestling Scorer.....	1/2%
Wrestling Timer.....	1/2%
Girls' Basketball Timer.....	1/2%
Girls' Basketball Scorer.....	1%
Club Sponsors.....	1%

SCHEDULE B (page 6)

Class Sponsors (high school)

9th Grade...	one paid per grade.....	1%
10th Grade...	one paid per grade.....	1%
11th Grade...	one paid per grade.....	2%
12th Grade...	one paid per grade.....	2%

Driver education teachers will receive \$30.00 per student.

*High school and middle school band director: The 11% covers normal band activities during school year, plus up to four (4) parades and time necessary to prepare as deemed by the Director and approved by the Administrator except they will not be required to have Marching Band the week before school.

*Covers normal coaching activities and time necessary to prepare as deemed by the coaches and approved by the Administration.

Rate of pay will be negotiated for any new positions created within extra pay activities during the life of this contract.

Rate of pay will be negotiated for any new positions created within extra pay activities during the life of this contract.

SCHEDULE C

Lakeville School Calendar 1968-1969

38.

September

Tuesday	3	Teacher Orientation Day
Wednesday	4	Session Opens - ½ day, morning
Friday	27	Official Membership Count

October

Thursday	10	M.E.A. Institute, Region 10 - no school
Friday	11	M.E.A. Institute, no school
Friday	18	End first marking period - 31 Teaching Days

November

Friday	8	End Kindergarten marking period
Thursday	21	Senior Play)
Friday	22	Senior Play) Tentative Dates
Saturday	23	Senior Play)
Thursday	28	Thanksgiving - no school
Friday	29	Thanksgiving vacation - no school
Friday	29	End second marking period - 28 Teaching Days

December

Monday	23	First day of Christmas Vacation
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January

Monday	6	Classes resume after Christmas Vacation
Thursday	30	End of third marking period - 34 Teaching Days
Friday	31	No school - records

February

Monday	3	No school - records (93 Teaching Days first semester)
Tuesday	4	Classes resume

March

Friday	14	End fourth marking period - 29 Teaching Days
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April

Thursday	3	End Kindergarten marking period
Thursday	3	Easter Vacation begins at 3:30 p.m.
Wednesday	9	Classes resume after Easter Vacation
Thursday	10	Junior Play)
Friday	11	Junior Play) Tentative Dates
Saturday	12	Junior Play)
Friday	25	End fifth marking period - 27 Teaching Days

May

Saturday	10	Jr., Sr. Banquet
Saturday	17	Jr., Sr. Prom
Friday	30	Memorial Day - no school

June

Sunday	8	Baccalaureate
Thursday	12	No school - records - Graduation
Friday	13	No school - records - 32 Teaching Days; Second Sem: 88 T.D. (Report Cards will be mailed)

181	days Membership
5	days non-teaching
<u>186</u>	days of contract duration

SCHEDULE C

Lakeville School Calendar 1969-1970

39.

September

Tuesday	2	Teacher Orientation Day
Wednesday	3	Session Opens - ½ day, morning
Friday	26	Official Membership Count

October

Thursday	9	M.E.A. Institute, Region 10 - no school
Friday	10	M.E.A. Institute, no school
Friday	17	End first marking period - 31 Teaching Days

November

Friday	7	End Kindergarten marking period
Thursday	20	Senior Play)
Friday	21	Senior Play) Tentative Dates
Saturday	22	Senior Play)
Wednesday	26	End second marking period - 28 Teaching Days
Thursday	27	Thanksgiving - no school
Friday	28	Thanksgiving Vacation - no school

December

Monday	22	First day of Christmas Vacation
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January

Monday	5	Classes resume after Christmas Vacation
Thursday	29	End of third marking period - 34 Teaching Days
Friday	30	No school - records

February

Monday	2	No school - records (93 Teaching Days first semester)
Tuesday	3	Classes resume

March

Friday	13	End fourth marking period - 29 Teaching Days
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April

Thursday	2	End Kindergarten marking period
Thursday	2	Easter Vacation begins at 3:30 p.m.
Wednesday	8	Classes resume after Easter Vacation
Thursday	9	Junior Play)
Friday	10	Junior Play) Tentative Dates
Saturday	11	Junior Play)
Friday	24	End fifth marking period - 27 Teaching Days

May

Saturday	9	Jr., Sr. Banquet
Saturday	16	Jr., Sr. Prom
Friday	29	(Pre) Memorial Day - no school

June

Sunday	7	Baccalaureate
Thursday	11	No school - records - Graduation
Friday	12	No school - records - 32 Teaching Days; 88 Teaching Days second semester. (Report cards will be mailed.)

181	days membership
5	days non-teaching duty
186	days of contract duration

September 3, 1968

Letter Of Understanding:

If and when the district is able to provide teachers for special instructional areas in the elementary grades, those teachers who have their classes taught by a specialist will be allowed to use that time for preparation. It is expected that the classroom teacher will be available to meet and consult with the special teacher on professional problems and assist him/her if necessary.

For the Lakeville Board of Education:

For the Lakeville Education Association:
