

Lakeville 10
(Genesee Co.)
8/31/72

1971-72

LAKEVILLE COMMUNITY SCHOOLS

1971-1972

Lakeville School District Board of Education

Professional Service

Master Contract

9/1/71-8/31/72

MEA
1216 Kendale
E. Lansing, MI
48823

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Proposed LakeVille Board of Education

and

LakeVille Education Association Agreement

This Agreement entered into this first (1) day of September, 1971 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 the 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 classroom 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 (30) days of 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. Such sum shall be deducted as dues from the regular salaries of these teachers and remitted not less frequently than monthly to the Association.

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

- a. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.

- b. If the teacher fails to comply, the Association shall file charges in writing with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service thereof shall be attached to said charge.
- c. The Board, upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure Act, all proceedings shall be in accordance with said act. In the event of compliance at any time prior to discharge, charges may be withdrawn.

However, if by the end of the semester the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teachers services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.

In recognition of the current unsettled legal status of the amount of Association dues that can be required to be paid by non-members under an agency shop clause, it is agreed that such individuals may decline to make such payments until final determination is made by the courts and until then non-payment shall not be cause for termination from employment.

If, at the time that this legal question (Smigel vs. Southfield) is finally resolved, this agreement is still in effect, then any such employees who have declined to make such regular monthly payments shall be required within ten (10) days after proper notice from the Association to pay in whole the total amount which would have been due under this contract in accordance with the final determination of the courts of this state. Failure to so make such payment and thereafter to make payments as may legally be required shall subject such person to loss of employment as specified in this Article.

ARTICLE II

Teacher Rights

A. The Association and its agents shall have the right, subject to the scheduling of the building principal and providing the Association assumes the expense for supplies consumed and long distance telephone calls, 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.

Board Rights

B. 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.

The exercise of powers, rights, authority, duties and responsibilities 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 in conformance with the Constitution and laws of the State of Michigan, and the Consitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority given by law.

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. This language is effective upon the establishment of the final salary schedule, but it is intended to be no later than November 30, 1971.

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. Except as the duties required by this agreement or to fulfill individual contract obligations or Schedule B activities, the teacher will be paid in addition to his base salary for all times specifically required to be spent after the regular school day in parent-teacher conferences, PTA meetings, supervision of extra-curricular activities of students after dismissal of classes on a regular school day or on Saturday, Sunday or holidays.

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. All records, reports, and check out schedules (See Appendix, page C) must be completed to the satisfaction of the immediate supervisor and all keys turned in at the conclusion of these two days.

D. Teachers will be free from student supervision and the teaching duties so that they may evaluate and record progress of students on record days and during periods of parent teacher conferences.

For all grades, K through twelve; two of the last three regular school days at the end of the first semester, and two of the last three school days at the end of the school year.

In the event that a kindergarten teacher shall request work relief during such periods, such will be provided by means of voluntary assistance or clerical help.

E. 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.

F. Officers of the 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.

G. Teachers will be paid on a twenty-six pay basis. The Board shall deduct United Profession dues in equal amounts.

ARTICLE IV

Teaching Hours

A. The teacher's regular teaching hours in the secondary and middle school (6-12) shall be as follows:

1. Teachers check in no later than 15 minutes before the beginning of the first period.
2. Teachers at assigned place of duty with room accessible to students not later than 5 minutes before first period begins.
3. Teachers are to return to their classrooms after noon dismissal 5 minutes before classes resume.
4. Unless permission is granted by principal, teachers shall leave school no earlier than 10 minutes after the last period ends.

B. The teacher's regular teaching hours in the elementary school (K-5) shall be as follows:

1. Teachers arrive at 8:00 a.m.
2. Teachers Study or Work period from 8:00 to 8:50 a.m.
3. Students arrive at 8:50 a.m.
4. First class begins at 9:00 a.m.
5. Two fifteen (15) minute recess periods--one in the morning and one in the afternoon to be arranged by the building principal.
6. Lunch hour schedule to be the same as 1970-71. Each teacher will have a forty-five (45) minute lunch period.
7. Classes dismissed at 3:25 p.m.
8. Teachers dismissed at 3:35 p.m.
9. Teachers shall be at assigned place of duty no later than 10 minutes before classes begin.
10. Teachers are to return to their classrooms after noon dismissal 5 minutes before classes resume.
11. Unless permission is granted by principal, teachers shall leave school no earlier than 10 minutes after classes end.
12. Hours of kindergarten shall be fixed by the principal and in no event shall be longer than the other elementary teachers hours.

The Board recognizes the principle of a standard forty hour work week and will, as far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week 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 thirty (30) minutes.

D. Elementary teachers (K-5) will be provided a fifteen minute relief time per day.

E. 1. In order to provide a professional system whereby teachers will check-in in the morning, name tags for each teacher will be affixed to teacher mail boxes in each building. Upon entering the building in the morning, the teacher will by turning such tag so as to display his name, indicate his presence. It shall be each teacher's responsibility to fulfill this requirement personally.

2. In the event of unreasonable and repeated violations of starting and ending times, an individual teacher may be required to observe more specific check-in and check-out procedures.

F. Full staff meetings shall not exceed one hour total time per week, but it is recognized that the duration of any such meeting shall be sufficient to adequately cover the particular subject and not be unduly prolonged. Due care will be taken to avoid mis-use of teacher time. Those teachers engaged in scheduled school activities other than rehearsal or practice sessions will be excused.

ARTICLE V

Teaching Loads and Assignments

A. 1. The normal weekly teaching load in the senior high school and the middle school will be thirty (30) teaching periods and five (5) unassigned preparation periods to be used for professional duties and obligations. The normal weekly teaching load in the elementary schools (K-5) will be thirty-five (35) teaching periods, or its equivalent. It is recognized that unforeseen or emergency circumstances may require departure from these provisions. The building principal shall have the right to require a teacher to perform such additional service. In that event, the teacher will be compensated at their established hourly rate.

2. It is understood that by this article the school day was amended in the contract of 1970-71 from a four (4) period student requirement-six period school day to a five (5) period student requirement-seven period school day. In the event that the student requirement shall be reduced to four (4) periods per day, then there shall be six (6) teaching periods per day.

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 the Genesee County Intermediate Office of Special Services or other competent authority if services of the Genesee County Intermediate Office are not available in a reasonable length of time shall not be assigned to a regular classroom unless such action would be in violation of law or in the specific violation of a directive of the State Board of Education.

D. The Administration will with the Association jointly analyze available materials and obtain additional information relative to scholastic accomplishment of children commencing kindergarten under age five (5). The administration shall attempt in each case to discourage enrollment of such children not ready to start school.

E. Teacher 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 work to maintain the following maximum class sizes. Under no circumstances shall part three of this section be exceeded.

1. Kindergarten through five.....28 pupils
2. Grades six, seven and eight.....168 pupils
Middle School P.E. and study halls same class maximum per
size as the high school day
3. Classes of bi-grade make up, except that no first grade pupils
shall be part of a bi-grade class.....20 pupils
4. High School class loads
Mathematics, Social Studies, Business Education (except Typing
and Business Machines), English 9-12 (includes Literature, Speech,
Drama & Business English).

Average Class Size.....28
Maximum Class Size.....35
Maximum per day.....168

Industrial Arts, Home Ec., Typing, Chemistry, Physics, Business
Machines, Biology, Art, Drafting and Language.

Maximum Class size.....28
Maximum per day.....168

(The number of students in any one class shall not exceed the number of working stations the laboratory was designed to facilitate.)

General Science

Average Class size.....30
Maximum per day.....180

Physical Education.....	Average class size.....	40
	Maximum class size.....	50
	Maximum per day.....	240
Driver's Education.....	Maximum class size.....	30
Study Hall.....		125

A Librarian and half-time clerk shall be provided for each 650 students or major fraction thereof and each shall be assigned to the high school library. One full time library clerk shall be assigned to the middle school.

B. 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.

C. 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.

D. 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.

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

F. 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 in which smoking shall be permitted.

G. Telephone facilities, as private as possible, will be provided in all buildings for reasonable use of teachers.

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

I. 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.

J. 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.

K. The parties recognize that the status of relative reading abilities of students involves educational concepts. By this clause, the parties do not intend to indicate that such is or is not a mandatory subject of collective bargaining.

It is recognized further that teachers are concerned that the Board secure all information that can be obtained regarding the current status of student abilities, possible problems and solutions both on a current and long-range basis.

The Board assures that to this end it will, during the coming year, cause a professional study to be made so as to provide such information.

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 ten school days.

The notice of vacancy shall, as far as such information is known, include specification of tentative grade level, teaching schedule and location.

The Association shall upon the close of the posting period be notified of the names of the applicants.

B. Prior to May 1, before filling a vacancy, with a teacher new to the system, teachers currently on the staff will be given an opportunity to apply and their applications will be considered.

When consideration of applicants has been completed, all applicants and the Association will be notified of the results. The Board may establish minimum qualifications stated in the posted notice. Such minimum shall be applied equally to new persons hired for a position for which no qualified applicant from among current staff has been found.

If no minimum qualification is stated, length of service in the district shall govern.

It is recognized that the factor of length of service is not necessarily indicative of greater qualification but is a method of providing an equitable priority of claim among equally qualified applicants. In no case shall such factor result in the lesser qualified current staff applicant being awarded the position.

Any teachers meeting minimum qualifications may apply for a vacancy. It is recognized that in filling vacancies, the Board will be primarily concerned with providing the most competent and qualified teachers for students.

C. After May 1 of any year, vacancies may be filled from among all applicants on the basis of professional background, attainments and any other relevant factors without regard to length of service, if any, in the district. Postings for notice to the Association and staff teachers shall be made as provided in Section A above.

The weighing of such shall be with regard to the particular position sought to be filled. The most qualified applicant shall be awarded the position. Where the qualifications of applicants to perform the duties of the particular position are relatively equal, the applicant with the greater length of service as a teacher in the district shall be awarded the position.

D. 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 as a teacher, 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 leave.

E. In the event of millage failure necessitating staff reductions, teachers currently on the staff with three or more years service in the system will be given priority over teachers presently on the staff with less than three years service in the system. Those with less than three years service in the system will be given priority over prospective staff members. Further priority within each division listed above will be given according to the certification the teacher holds in the following order: Life, permanent, provisional and other certificates.

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, a list of available positions in other schools shall be posted in the same manner as provided in Article VII.

C. Any teacher who is presently on the staff who shall be transferred to a supervisory or executive position, or any administrator presently on the administrative staff, who shall later be returned to the teacher status, shall have the full rights of the contract. An administrator shall have the right to return to a teacher status at his discretion, when a vacancy for which he is qualified exists.

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 \$7,500 upon death, and double indemnity in the event of accidental death.

B. The Board shall provide full coverage MESSA Supermed 70 for teachers, their spouse and family or MESSA full-family dental insurance with all of the Supermed options available through payroll deduction. There will be a single carrier.

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

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

ARTICLE X

Professional 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 of not less than six week intervals each school year. The evaluator will hold a conference with the non-tenure teacher after each such evaluation. A copy of the evaluation shall be given to the teacher and a copy kept on file in the principal's office. Teachers may file objections to such evaluations if the teacher feels the evaluation is unfair or inopportune.

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 personal 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 further 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 compensation or deprived of any professional advantage without just cause and without adequate professional evaluation. Any such discipline, reprimand or reduction in 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.

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 complaint by a parent which is to be made part of a teacher's record shall be relayed to the teacher's attention by his immediate supervisor. In any case, any complaint regarding dishonesty or moral turpitude will be brought to the teacher's attention regardless of whether it is to be made part of the teacher's record or not.

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.

Professional Negotiations

A. 1. Not later than April 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.

F. The Association shall receive a copy of minutes of the last regular Board meeting and agenda for the coming meeting. Such shall be given automatically to the Association at the same time such is sent to the Board members.

ARTICLE XIII

Professional Grievance Procedure

A. A grievance is an unresolved complaint involving conditions of employment submitted in writing.

B. Complaints and grievances shall be presented and adjusted in accordance with the following procedures:

The complaint must first be discussed with the principal by the teacher individually, and/or the Association representative, with the objective of resolving the matter informally.

1. In the event the complaint is not resolved informally, the complaint, stated in writing, may be submitted as a grievance to the principal of the school in which the grievance arises within ten (10) school days of the event complained of or from the date the grievant had reasonable knowledge of such occurrence. This time period shall be extended by the period of time spent in informal discussion.

a. A grievance may thereafter be 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 four (4) school days after receiving the grievance, the principal shall state his decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the teacher, if any, who lodged the grievance, and two (2) copies to the Association representative.

2. Within four (4) 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 five (5) 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 six (6) 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 four (4) 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 ten (10) school days after delivery of the appeal and shall communicate its decision in writing, together with the supporting reasons, to the Association within ten (10) 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 (20) days submit any grievance under this Agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association.

b. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.

c. The arbitrator so selected will confer with representatives of the Board and the Association committee and hold hearings promptly and will issue his 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 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 teachers at any stage of the grievance procedure will be required to meet with any administrator without an Association representative.

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, 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 Section B., part 3.

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. During summer months the term "school days" shall mean week days.

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.

Professional Coordinating Committee

There is hereby established a Professional Coordinating Committee, which shall be composed of two members of the Association and two administrators. This committee shall meet regularly each month for the purpose of discussing and analyzing problems affecting the school district. This committee shall also discuss subjects mutually agreed upon and submitted by the Board and the Association.

Strikes and Sanctions

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.

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 prior to the ratification election of the Association 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, 1971 and shall continue in effect for one (1) year until the 31st day of August, 1972. 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

Gary Kerr, President

Robert Luttrell, D.C., Secretary

Dale Lehman, Treasurer

James Seidell, Trustee

Rose Kovach, Trustee

Leland Hemingway, Trustee

Richard Traver, Trustee

For The Lakeville Education Association

Bernard Fettig, President

Ralph T. Barr, Vice-President

Joyce Harris, Secretary

Jerry Cook, Treasurer

LAKEVILLE COMMUNITY SCHOOLS SALARY SCHEDULE

1971-72

Because of the uncertainty of the financial picture, the Board will maintain the same rank among county schools (based on the starting B.A.) that Lakeville enjoyed last year. Example: If Lakeville ranked 10th among all county schools last year, the Board will pay the salary for 1971-72 that would allow Lakeville to be ranked 10th again. The structure of the salary schedule will remain the same as 1970-71.

LAKEVILLE COMMUNITY SCHOOLS SALARY SCHEDULE

1970-71

STEPS	INDEX	BA	SALARY	INDEX	BA Plus	SALARY	INDEX	MA	SALARY
1.	1.00		7,750.00	1.04		8,060.00	1.08		8,370.00
2.	1.03		7,982.50	1.07		8,292.00	1.12		8,621.10
3.	1.10		8,525.00	1.165		9,028.75	1.23		9,532.50
4.	1.15		8,912.50	1.215		9,416.25	1.28		9,920.00
5.	1.20		9,300.00	1.265		9,803.75	1.33		10,307.00
6.	1.25		9,687.50	1.315		10,190.25	1.38		10,695.00
7.	1.30		10,007.50	1.365		10,578.75	1.43		11,082.50
8.	1.35		10,452.50	1.415		10,996.25	1.48		11,470.00
9.	1.40		10,850.00	1.465		11,353.75	1.53		11,857.50
10.	1.45		11,237.50	1.515		11,741.25	1.58		12,245.00
11.	1.50		11,625.00	1.565		12,128.75	1.63		12,632.50

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 Plus schedule a teacher must have earned a provisional teaching certificate, and 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) During the 1970-71 school year and hereafter, all teachers employed for the first time in this district are required to have obtained 18 semester hours of credit beyond the BA degree, to move to the BA plus salary schedule.
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 186 work days. Extended contracts beyond 186 days for summer instruction, including music, vocational subjects and others will be computed on the per diem basis.
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.

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 childhood ailments. This is a personal responsibility not covered by sick leave but may be covered by personal business 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 administrative 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 without approval will be allowed time off at his or her expense except in the case where sick leave has expired. Arbitrarily taking time off will be considered a breach of contract. 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 $9\frac{1}{2}$ month basis divided by the number of days, 186.

9. When a question of abuse of sick leave exists and before any disciplinary action is attempted, the Board may initiate the following cooperative procedure:
- a. A joint conference between administration and Association representatives regarding the specific problem.
 - b. Following this the Association shall investigate the facts and circumstances.
 - c. A second joint conference will be held to set forth the investigatory findings of the Association and recommendations.
 - d. The parties may determine to act jointly but shall not be obliged to reach any mutual agreement.
 - e. Thereafter, either party may act upon the matter in any manner appropriate in their discretion.

9. Sick leave continued:

f. This procedure shall not deny to the Board the right of discipline or the right of the Association or any teacher to assert a grievance in response to such action.

g. At the commencement of the year, the Board will review the sick leave records of all returning teachers and those records indicating substantial sick leave use without apparent reason may be made subject to the above procedure.

10. Special Sick Leave Supplement:

Any teacher with ten (10) years service in the District shall be eligible for consideration under this plan.

To further qualify, such teacher must not have used more than 30% of the total number of sick days credited to them during the last full five (5) school years preceding application for this benefit.

When such a qualified teacher shall suffer such illness or disability of a continuous nature which requires total use of all accumulated sick leave, the teacher shall be given a supplement of sick leave days up to the amount equal to the number of days credited and unused during the last full five (5) school years. Such supplement may be used only in connection with the continuation of the illness or disability which causes the dissipation of total accumulated sick days.

11. Extra pay for extra duties: as provided on supplement to salary schedule.

12. Special provisions: Deviation from Schedule A will be permitted at the Board's discretion in hiring of special services personnel.

13. 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 4)

14. Sabbatical leave: The Board of Education may grant 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 not 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.
15. Maternity leave: Maternity leaves may be granted by the Board of Education for a period not to exceed one year. This leave may be extended for one additional year upon written request of the teacher and upon approval of the Board of Education.
16. Jury duty: Teachers required to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance of service, less any compensation received for such jury service up to a period of sixty days.
17. Funeral leave: A teacher shall be granted up to five (5) days off without loss of pay for a death in the teachers immediate family. Such days shall be consecutive including Saturdays, Sundays, and days of school recess, provided that payment shall not be made for any day the teacher would not have regularly worked. Immediate family shall mean: spouse, father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, children or others residing with the teacher not related but being a legal dependent of the teacher. Time off under this section shall be charged to sick leave. It shall be a condition of such leave that the teacher attend the funeral or provide reasonable explanation for non-attendance. It is recognized that certain relationships of

family not set forth above, may, due to individual and personal considerations justify granting of such leave. Further, it is recognized that in certain cases, extension of time off without pay would be necessary to attend to matters arising out of such death. Each of the above two situations shall be subject to specific application and determination by the Board.

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%
J.V. Softball.....	3%
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	
GROUP IV.....	5%
Head Cross Country	
Assistant Baseball	

Group V.....	4%
Boys' (Grade 7 & 8) Football and Basketball	
Group VI.....	3%
Girls' (Grade 7 & 8) Basketball	
Boys' (Grade 7 & 8) Track	
Group VII.....	2%
Golf	

(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%
Wrestling Timer.....	½%
Girls' Basketball Timer.....	½%
Girls' Basketball Scorer.....	1%
Club Sponsors.....	1%
Cheerleaders Coach	
High School.....	1%
Middle School.....	1%

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.

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

All teachers engaged in Schedule B activities compensated at the rate of 3% or more shall be paid as provided below:

At the commencement of the school year all teachers to be engaged in Schedule B activities shall make the election of lump sum payment or payment by equal proration in each salary check.

A teacher engaged for Schedule B activities during the school year shall make such election at that time.

SCHOOL CALENDAR

September	1	New Teacher Orientation
	2	All Faculty Orientation
	3	Half-day schedule
	6	Labor Day
	7-11	School resumes
October	20	Half-day schedule--In-Service in p.m.
November	25-26	Thanksgiving vacation
December	23	Christmas vacation begins
January	3	School resumes
	28	Record day
	31	Record day
February		
March	25	Easter vacation begins
April	3	School resumes
May	29	Memorial Day
June	7	Students' school year ends
	9	Teachers' school year ends

CALENDAR

SEPTEMBER

1 2 3
 4 5 6 7 8
 9 10 11 12 13 14 15 16 17*
 18 19 20 21 22 23 24
 25 26 27 28 29 30

OCTOBER

1 2 3 4 5 6 7 8
 9 10 11 12 13 14 15*
 16 17 18 19 20 21 22
 23 24 25 26 27 28 29*

NOVEMBER

1 2 3 4 5
 6 7 8 9 10 11 12*
 13 14 15 16 17 18 19
 20 21 22 23 24 *
 25 26 27 28 29 30

DECEMBER

1 2 3
 4 5 6 7 8 9 10*
 11 12 13 14 15 16 17
 18 19 20 21 22 *

JANUARY

1 2 3 4 5 6 7
 8 9 10 11 12 13 14*
 15 16 17 18 19 20 21
 22 23 24 25 26 27 28*
 29 30 31

FEBRUARY

1 2 3 4
 5 6 7 8 9 10 11*
 12 13 14 15 16 17 18
 19 20 21 22 23 24 25*
 26 27 28 29

MARCH

1 2 3
 4 5 6 7 8 9 10*
 11 12 13 14 15 16 17
 18 19 20 21 22 23 24*
 25-26-27-28-29-30-31 ----- Easter Vacation

APRIL

1 2 3 4 5 6 7*
 8 9 10 11 12 13 14
 15 16 17 18 19 20 21*
 22 23 24 25 26 27 28

MAY

1 2 3 4 5*
 6 7 8 9 10 11 12
 13 14 15 16 17 18 19*
 20 21 22 23 24 25 26
 27 28 29 30 31

JUNE

1 2*
 3 4 5 6 7 8 9

indicates work days
 = that students are
 in session

/ end of six weeks
 marking period

* PAY DAY

Dates omitted are
 Saturday, Sunday and
 student vacations

September 1, 1971

Re: Dues Deductions

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

1. Dues will be deducted in twenty four (24) equal deductions beginning with the third pay period of the school year and continuing through the twenty six (26) pay period.
2. The Board will pay to the Association at the end of each month the amount of dues deducted during the month.
3. All new members dues coming under payroll deductions after the third pay period will have their dues deducted at the same deduction rate as all other members.
4. All deductions will stop when the salary payments for an individual member stops due to termination of service or the expiration of paid sick leave. Further: The final pay of the individual who has terminated service before the end of the school year will have his final dues deductions prorated to reflect the percent of the year worked to equal the percent of the total years' dues paid.
5. Agency shop fees will be collected 100% from non-members and the business office will be notified as to procedure in each instance
Exception: See Article I, Section C.
6. The business office will report with each payment of dues to the Association the number of members for which deductions were made and any variations necessitated under the above procedure.

For the Lakeville Education Association.

September 1, 1971

Re: Principal Evaluation

1. It is the intent of the Association to twice each year poll the teachers in each school with a questionnaire to determine the aptness and effectiveness of each principal's leadership. The poll will be taken in early fall and again at the beginning of the second semester.

2. A copy of the summation of each poll will be forwarded to the superintendent and to the president of the Board of Education after each principal has had the opportunity to review his summation. This summation review opportunity will be offered by an association building representative of the principal's building.

3. The poll forms, the poll, and the poll summations are the responsibility of the Association executive committee or its designated committee

For The Lakeville Education Association

TEACHER CHECK OUT SHEET

ROOM NO. _____

NAME _____ SCHOOL YEAR _____

SUMMER ADDRESS _____

Each teacher must be cleared in the following areas by the Principal before leaving on the final day of school. Failure to receive proper clearance may result in a loss of pay.

- _____ Lesson Plans
- _____ Building Keys
- _____ Grade Sheets
- _____ Grade Book
- _____ Exam Copy
- _____ Exam Key
- _____ List of unpaid student book fines
- _____ Library materials
- _____ Treasurer's book up to date and in office

BOOK INVENTORY

NAME	PUBLISHER	DATE	NO. TO BE REBOUND	NO. IN GOOD CONDITION

TEACHER CHECK OUT SHEET

TEACHER _____

GRADE _____

SCHOOL _____

YOUR BUILDING PRINCIPAL WILL CHECK THE FOLLOWING ITEMS BEFORE YOU LEAVE ON FRIDAY

- _____ GRADE BOOK
- _____ KEYS
- _____ ALL LAKEVILLE AND COUNTY LIBRARY BOOKS RETURNED
- _____ ALL READING TEXT AND WORKBOOKS BOXED AND TURNED INTO OFFICE
REST OF BOOKS SHELVED IN ROOM
- _____ TEACHER'S EDITIONS TIED TOGETHER AND TURNED INTO OFFICE
- _____ ALL VISUAL AID EQUIPMENT RETURNED TO STOREROOM
- _____ VISUAL AID EQUIPMENT IN NEED OF REPAIR LABELED AND TURNED
INTO OFFICE
- _____ GLOBES AND FLAGS
- _____ ALL ATHLETIC GEAR TURNED INTO THE OFFICE
- _____ GRADES AND ATTENDANCE RECORDED IN CA 39's or 60's
- _____ ALL TEST RECORDED. KDG - 5TH
- _____ MATERIALS REMOVED FROM BULLETIN AND CHALKBOARDS
- _____ REPORT CARDS MARKED AND READY TO MAIL
- _____ COMMENTS ON THE BACK OF THIS SHEET

SUMMER ADDRESS: _____

YOU MAY STORE YOUR PERSONAL BELONGINGS IN THE ROOM AND WE WILL TAKE ALL PRECAUTION TO PROTECT THEM. WE CANNOT, HOWEVER, ASSUME FULL RESPONSIBILITY FOR YOUR THINGS.

SIGNED _____
(Building Principal)

September 1, 1971

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:

Letter of Intent C

In reference to Article X, Section B, 2, we agree that Mr. Olan Mishler shall be an exception this contractual year 1971-72.

For the Lakeville Education Association