

**Letter of Understanding
Between the
L'Anse Creuse Public Schools
And**

The L'Anse Creuse Education Association, MEA-NEA

The Board of Education (the "Board") of L'Anse Creuse Public Schools (the "District") and the L'Anse Creuse Education Association, MEA-NEA (the "Association") agree to the following Letter of Understanding:

WHEREAS, the Board and the Association are collectively "Parties" to a collective bargaining agreement that expires on August 31, 2025; and

WHEREAS, the Parties have been engaged in collective bargaining negotiations since February, 2025; and

WHEREAS, the Parties have reached an agreement regarding certain topics of bargaining that were previously considered prohibited topics of bargaining pursuant to Section 15(3) of the Public Employment Relations Act, specifically topics related to: 1) teacher evaluation; 2) reduction and recall; 3) teacher discipline; 4) payroll dues deduction; and 5) teacher placement; and

WHEREAS, the Parties have reached an agreement regarding the school calendar for the 2025-2026 school year; and

WHEREAS, the Parties have reached an agreement regarding the payment of "step" increases for the 2025-2026 school year; and

WHEREAS, the Parties desire to enter into this Letter of Understanding ("LOU") regarding the topics herein, and otherwise desire to continue bargaining all other topics once the Fiscal Year ("FY") 2024-2025 audit results are known.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The 2025-2026 school year calendar attached hereto as **Exhibit A** shall be implemented for the 2025-2026 school year.
2. Bargaining unit employees who are eligible to step on Schedule A, contained in Article IV, Professional Compensation, shall receive one step at the commencement of the 2025-2026 school year.
3. Bargaining unit employees who are eligible to move lanes on Schedule A, contained in Article IV, Professional Compensation, shall move lanes commensurate with their degree at the commencement of the 2025-2026 school year.

4. The Parties agree to the attached substantive provisions regarding the following:
- a. Teacher Evaluation (**Exhibit B**);
 - b. Payroll Deduction (**Exhibit C**);
 - c. Employee Protection/Discipline (**Exhibit D**);
 - d. Assignments, Vacancies, and Transfers (**Exhibit E**);
 - e. Association Representation, Complaints, Personnel File (**Exhibit F**); and
 - f. Reduction and Recall (**Exhibit G**)
5. The Parties agree the substance of this LOU and the attached Exhibits shall become part of the successor collective bargaining agreement between the Parties once it is fully negotiated.
6. The Parties agree to hold collective bargaining in abeyance until such time as the Parties have an opportunity to further evaluate the FY 2024-2025 audited financial statements. However, the Parties agree to discuss the status of the audited financial statements and the next steps in the bargaining process by no later than September 30, 2025.
7. The Parties agree that Paragraphs 1 – 5 shall become effective on September 1, 2025, except for any dates in the calendar that are prior to September 1, 2025 shall take effect on the dates listed in the calendar.
8. The Parties agree that Paragraph 6 shall become effective immediately upon ratification by both Parties.
9. The Parties agree that this LOU constitutes the entirety of the Agreement between the Parties, and there are no other understandings or agreements to amend the collective bargaining agreement between the Parties except those that are stated herein.

FOR THE ASSOCIATION

By: Kelly McDewitt

Its: PRESIDENT

Date: JUNE 17, 2025

FOR THE BOARD/DISTRICT

By: M. Va. G.

Its: Asst Sup't for Human Resources

Date: 6-17-25

EXHIBIT A

Calendars

ELEMENTARY SCHOOL CALENDAR 2025-2026

AUGUST 2024							SEPTEMBER							OCTOBER							NOVEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31																					30						

DECEMBER							JANUARY 2025							FEBRUARY							MARCH						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6					1	2	3								1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	8	9	10	11	12	13	14	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	15	16	17	18	19	20	21	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	22	23	24	25	26	27	28	29	30	31				

APRIL							MAY							JUNE							JULY						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
			1	2	3	4						1	2		1	2	3	4	5	6				1	2	3	4
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
							31																				

	TOTAL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUN
STUDENT DAYS	175	4	21	22	16	15	19	17	19	18	19	5
INSTRUCTIONAL/WORK DAYS	180	6	21	23	16	15	19	17	20	18	20	5

CALENDAR KEY

MS PT Conferences
 HS PT Conferences
 EL PT Conferences
 COMP DAY

No School full or half
 HS Exam Days
 MS Record Days
 EL Records
 HS School Records

First day of School/teacher work time
 PD
 SAT PSAT
 Evening Conference

MIDDLE SCHOOL CALENDAR 2025-2026

AUGUST 2024						
S	M	T	W	Th	F	S
					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						

SEPTEMBER						
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21	22	23	24	25	26	27
28	29	30				

OCTOBER						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
S	M	T	W	Th	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2025						
S	M	T	W	Th	F	S
				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						
S	M	T	W	Th	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH						
S	M	T	W	Th	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
S	M	T	W	Th	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	Th	F	S
					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						
S	M	T	W	Th	F	S
	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				

JULY						
S	M	T	W	Th	F	S
				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

	TOTAL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUN
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INSTRUCTIONAL/WORK DAYS	180	6	21	23	16	15	19	17	20	18	20	5

CALENDAR KEY

MS PT Conferences
HS PT Conferences
EL PT Conferences
COMP DAY

No School full or half
HS Exam Days
MS Record Days
EL Records
HS School Records

First day of School/teacher work time
PD
SAT PSAT
Evening Conference

HIGH SCHOOL CALENDAR 2025-2026

AUGUST 2024							SEPTEMBER							OCTOBER							NOVEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31																					30						

DECEMBER							JANUARY 2025							FEBRUARY							MARCH						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6					1	2	3								1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	8	9	10	11	12	13	14	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	15	16	17	18	19	20	21	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	22	23	24	25	26	27	28	29	30	31				

APRIL							MAY							JUNE							JULY						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
			1	2	3	4						1	2		1	2	3	4	5	6							
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	

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CALENDAR KEY		
	MS PT Conferences	 No School full or half
	HS PT Conferences	 HS Exam Days
	EL PT Conferences	 MS Record Days
	COMP DAY	 EL Records
		 HS School Records
		 First day of School/teacher work time
		 PD
		 SAT PSAT
		 Evening Conference



2025/26 DISTRICT CALENDAR

Wednesday, August 27, 2025 & Wednesday, April 8, 2026 are Regular Dismissal Days/Times All other Wednesdays, Students are Released One Hour Early

August 19 & 20, Tue & Wed	Teacher Professional Development Days
August 25, Monday	First Day of School - ½ Day for Students & Teachers
August 27, Wednesday	Regular dismissal time-no early release
Aug 29 - Sept 1	No School – Labor Day – School Resumes Tue, Sept 2
October 1, Wednesday	High School Evening Conferences
October 2, Thursday	High School ½ Day – Afternoon & Evening Conferences
October 3, Friday	High School ½ Day for Students & Teachers
October 15, Wednesday	No School for All Students – Teacher Professional Development Day
October 17, Friday	Elementary & Middle School ½ Day- Teacher Records Day
October 22, Wednesday	Elementary & Middle School Evening Conferences
October 23, Thursday	Elementary & Middle School ½ Day Afternoon & Evening Conferences
	Elementary & Middle School ½ Day for Students & Teachers

October 24, Friday	High School ½ Day for Students & Teachers – Teacher Records Day
November 4, Tuesday	No School for All Students & Teachers - Election Day
November 21, Friday	Elementary ½ Day- Teacher Records Day
November 26-28, Wed-Fri	Thanksgiving Break - School Resumes Mon, Dec 1
December 22 – January 2	No School - Winter Break - School Resumes Mon, Jan 5
January 14, Wednesday	High School ½ Day Exams for Students
January 15, Thursday	High School ½ Day Exams – Teacher Records Day
January 16, Friday	High School ½ Day Exams – Teacher Records Day
	Elementary & Middle School ½ Day – Teacher Records Day
January 19, Monday	No School for All Students and Teachers – MLK Day
February 12, Thursday	½ Day of School for All Students & Teachers
Feb 13 – Feb 17	No School- Mid Winter Break- School Resumes Wed, Feb 18
February 27, Friday	Middle School ½ Day- Teacher Records Day
March 5, Thursday	High School ½ Day – Afternoon & Evening Conferences
March 6, Friday	Elementary ½ Day – Teacher Records Day
March 11, Wednesday	Elementary ½ Day – Afternoon & Evening Conferences
March 12, Thursday	Elementary ½ Day – Afternoon Conferences
	Middle School ½ Day – Afternoon & Evening Conferences
March 18, Wednesday	No School for All Students – Teacher Professional Development Day
March 27, Friday	½ Day for All Students & Teachers
March 30 – April 6	No School - Spring Break - School Resumes Tues, April 7
April 8, Wednesday	Middle School & High School Testing Day - Schedule TBA
	Elementary FULL Day - Regular Dismissal Time
April 9, Thursday	High School Testing Day – Schedule TBA
May 6, Wednesday	No School - Teacher Professional Development Day
May 22, Friday	½ Day for All Students & Teachers
May 25, Monday	No School - Memorial Day
June 3, Wednesday	High School ½ Day Exams - Teacher Records Day
	Middle School ½ Day- Teacher Records Day
June 4, Thursday	High School ½ Day Exams - Teacher Records Day
	Elementary & Middle School ½ Day- Teacher Records Day
June 5, Friday	½ Day for All Students & Teachers - High School Exams
	Last Day of School

Marking Periods for the 2025-2026 School Year

August 25, Monday	First Day of school
September 26, Friday	Secondary Mid-Marking Q1 ends
September 30, Tuesday	Secondary Mid-Marking grades/comments due by 9 am – Quarter 1
October 17, Friday	Elementary – Mid-Marking T1
October 21, Tuesday	Elementary – Mid-Marking grades/comments due by 9 am
October 24, Friday	Secondary - End of first marking period Q1
October 28, Tuesday	Secondary – Marking grades/comments due by 9 am – Q1

November 21, Friday	Elementary –End of T1
November 25, Tuesday	Elementary –T1 grades/comments due by 9 am
December 5, Friday	Secondary – Mid-Marking Q2
December 9, Tuesday	Secondary – Mid-Marking grades/comments due by 9 am – Quarter 2
January 16, Friday	Secondary – End of marking period S1, Q2
January 16, Friday	Elementary- Mid-Marking T2
January 20, Tuesday	Elementary – grades/comments due in PowerSchool by 9 am
January 20, Tuesday	Secondary – Grades due in PowerSchool by 9 am
February 27, Friday	Secondary – Mid-Marking Q3
March 3, Tuesday	Secondary Mid-Marking grades/ comments due by 9 am – Q3
March 6, Friday	Elementary –End T2
March 10, Tuesday	Elementary –Grades/comments due by 9 am
April 3, Friday	Secondary - Q3 Ends
April 7, Tuesday	Secondary – grades/comments due by 9 am – Q3
April 24, Friday	Elementary – Mid-Marking T3
April 28, Tuesday	Elementary – Mid-Marking grades/ comments due by 9 am
May 1, Friday	Secondary - Mid-Marking Q4
May 5, Tuesday	Secondary - Mid-Marking grades/comments due by 9 am – S2, Q4
June 5, Friday	Elementary/Secondary - grades due by the end of the day Q4, S2, T3

August 25, 2025– first day of school

High School exams must be dated 1/14, 1/15 or 1/16/2026

Middle school exams (Spanish and Algebra) must be dated 1/15 or 1/16/2025

January 16, 2026 – last day of first semester

January 19, 2026 – first day of second semester

High School exams must be dated 6/3, 6/4 or 6/5/2026

Middle school exams (Spanish and Algebra) must be dated 6/4 or 6/5/2025

June 5, 2025 – last day of school

EXHIBIT B

Teacher Evaluation

Article _____

- A. The negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
 2. An evaluation of the teacher's job performance with timely and constructive feedback.
 3. Clear approaches to measuring student growth with relevant data on student growth.
 4. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
 5. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination. Teachers should develop two growth measures, collaboratively determined with their evaluator, to be utilized for Growth Measures #1 & #2. NWEA growth may be utilized as Growth Measure #3 if it yields better results than Growth Measures #1 or #2. Student growth is defined as an increase in measured student academic performance.
 6. A negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.
- B. Process: The negotiated Performance Evaluation system and all forms shall be available on the district website. Forms shall include a Post-Observation Feedback Form, Year-End Evaluation Reporting Form, and Individual Development Plan (IDP) Form.
1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. The teacher shall be notified no later than September 30 of each year (or within two weeks for a teacher hired after the start of the school year) who the administrator will be that conducts their year-end evaluation. Teachers will be evaluated by either the building principal, assistant principal, or immediate supervisor. Special Education teachers will be evaluated by the Special Education Director or building principal, assistant principal, or immediate supervisor.
 - b. A meeting shall be held with the appropriate administrator and the first-year probationary teacher. This meeting shall take place within thirty (30) calendar days of each first-year probationary teacher's first day of work. The purpose of the meeting is to discuss the goal and expectation plan for the year. A written goal and expectation plan shall be presented to the teacher within ten (10) work days of the meeting. The formal individualized development plan (IDP) shall be

- created with input from the teacher and appropriate administrator, then finalized and presented in written form to the probationary teacher prior to the end of the probationary teacher's first year.
- c. Bargaining unit employees shall not evaluate other bargaining unit employees.
 - d. Observations conducted by other bargaining unit employees shall not include any type of written feedback.
 - e. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. The lesson plan shall be available to the administrator no more than two days before the classroom observation. Unless identified as a deficiency in performance within an existing IDP, teachers will not be required to submit lesson plans to administrators except to comply with the provisions of this Section.
 - f. The observation must include a review of pupil engagement in the lesson that is observed.
 - g. In order to assure 1.e and 1.f above, the scheduled observation shall be no less than forty-five (45) minutes.
 - h. There shall be notice of each planned scheduled observation date given to the teacher at least five (5) work days prior to the observation unless the teacher and administrator agree to a change in the timeline. Upon such notice, the teacher will provide information relative to 1.e and 1.f before the observation occurs.
 - i. The evaluator shall meet with the teacher before the observation for a pre-observation conference, which shall include discussion relating to explanation of the evaluation form, the teacher's explanation of the activity to be observed, what specific things the evaluator will be looking for, and any concerns the teacher may have.
 - j. Feedback on both 1.e and 1.f will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) work days after the observation occurred unless the teacher and administrator agree to an extension of the timeline. At the post-observation meeting, the teacher will be provided with written feedback on the observation on the post-observation feedback form. Failure to meet the ten (10) school day timeline negates this particular observation.
 - k. If the evaluation includes criticism resulting from the observation, feedback must be given to the teacher within ten (10) work days of such observation. The evaluator shall inform the teacher of performance area(s) that need to be improved together with suggestions for improvement. An Association representative may be present at the conference at the teacher's request.
 - l. There shall be at least two (2) classroom observations of a teacher in each school year that the teacher is evaluated and that are conducted at least 60 days apart. One evaluation shall occur in each semester of each school year.
 - m. Unscheduled observations shall be no less than twenty (20) minutes.

- n. A mid-year performance update shall be provided to any teacher for whom there is a concern that he/she may be rated less than effective.
 - o. After two observations that contain concerns which may result in a less than effective rating, a teacher can request an observation by a different administrator, chosen by the district. This observation will be unannounced.
 - p. Nothing in this section will be construed to limit the ability of an administrator to walk into and observe a teacher's classroom at any time and to give feedback as to what was observed. Such walkthroughs will only be included in a year-end evaluation if all aspects of this section have been met.
2. The annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support."

The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 1 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. Teachers may have an Association representative present at meetings or conferences between the teacher and the Administrator, held for the purpose of discussing a written evaluation report. Should the evaluation of a teacher prove unsatisfactory, the Association shall be made aware of that fact prior to the teacher's discussion with the administrator to review the evaluation.
4. Teachers who work less than sixty (60) days in any school year, who have an accumulated leave of absence from work during the school year amounting to a total of 50% or more of the scheduled school days in a school year, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process, as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district. If the prior year evaluation was not conducted by the district, no rating shall be assigned.
5. Once a staggered schedule, agreed upon by the district and the Association, is created beginning in the 2024-2025 school year, if a tenured teacher has been rated "highly effective" or "effective" for the three (3) most recent consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

6. In addition to the above procedures (Sections B. 1-5), teachers who are evaluated with an IDP shall be provided the following:
 - a. Specifically identified areas that need improvement.
 - b. Specific performance goals, in writing, that will be used to assist in improving effectiveness for the next school year developed in consultation with the teacher. Specific performance goals shall be measurable and observable.
 - c. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - d. Assistance which may include time during the school day, material, resources, and/or consultant services to assist in meeting the goals of the IDP.
 - e. A mid-year progress report, supported with at least two (2) classroom observations (for teachers rated as less than effective), or one (1) classroom observation (1st year teachers in the district) conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - f. A mentor teacher.
7. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
8. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.
9. The principal's, assistant principal's, or supervisor's records or observations shall not be referred to in the official evaluation unless the records or observations have been brought to the attention of the teacher or have been placed in the personnel file.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the superintendent shall review the evaluation and rating and may make any modifications, as appropriate, based on the superintendent's review. A written response regarding the superintendent's findings must be provided to the teacher who requested the review no later than 30 calendar days after the receipt of the request of the review.

- b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
 - 2. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article XIV.
- D. Training on evaluation system, tools, and reporting forms:
- 1. Within the first four weeks of the school year, the district shall provide necessary training to all teachers on the evaluation system, reporting forms, and other important components of the year-end evaluation process.

EXHIBIT C

MEMBERSHIP STATUS AND PAYROLL DEDUCTION

Article _____

It is agreed that any Bargaining Unit Employee covered by the terms of this Agreement may voluntarily join the L'Anse Creuse Education Association by completing the membership application and submitting it to the Association President or the Michigan Education Association.

Within thirty (30) days of the beginning of the employment hereunder, the bargaining unit employee may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments to the Association (including the National Education Association and the Michigan Education Association). Such authorization shall be voluntary since it is understood that the payment of dues is not a condition of employment. Written notice of revocation shall be effective to cancel all deductions which are scheduled more than ten (10) days after the date the written notice is received by the Board.

Pursuant to such authorization, deduction of membership dues shall be made from 16 consecutive pays beginning in September of each year, and the Board agrees to remit to the Association all monies so deducted, within two (2) weeks of each payroll deduction, accompanied by a list of bargaining unit employees from whom the deductions have been made. The amount of the deduction shall be determined by the Association each year.

Hold Harmless

The Association will defend and save harmless the Employer for any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article provided.

1. The Employer gives timely notice of such action to the Association, and
2. The Employer cooperates with the Association and its counsel as required by law, and
3. The Association shall have complete authority to compromise and settle all claims which it defends under this Article.

Notification

The President of the Association will be notified within two (2) weeks after their hire date that new Employees are hired and assigned responsibilities by the Employer.

EXHIBIT D

EMPLOYEE PROTECTION/DISCIPLINE

Article _____

A bargaining unit employee may only be disciplined for a reason which is not arbitrary or capricious. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges or other actions of disciplinary nature. Any such discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration.

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standard and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.

The discharge or nonrenewal of a probationary teacher shall not be subject to the grievance procedure.

PROGRESSIVE DISCIPLINE

The Board recognizes the value of progressive correction which normally begins with formal counseling, and when appropriate, the affected bargaining unit employee will be notified in writing of alleged violations together with suggested corrections for improvement.

A program of progressive discipline shall be followed, except for severe offenses that require the acceleration of discipline as stated below. The following progression of discipline shall be followed, for each unrelated alleged violation, prior to the imposition of any other economic discipline on any bargaining unit employee:

1. Verbal and/or Written Warning
2. Written Reprimand
3. Suspension without pay
4. Discharge

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide for the acceleration of the above progression of discipline.

In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that bargaining unit employee's evaluation rating will not be reduced based solely on the discipline. The evaluation rating may, however, be impacted if the subject of the discipline is directly related to the domains within the evaluation tool.

If it is determined that the bargaining unit employee has engaged in an offense, infraction, misconduct, or other behavior warranting discipline, the administration's decision as to the level of discipline shall be guided by principles including but not limited to the following:

- (a) The adequacy and credibility of the evidence derived from investigation.
- (b) The seriousness of the offense, infraction or misconduct.
- (c) The bargaining unit employee's prior disciplinary and/or employment record.

EXHIBIT E

Assignments/Vacancies/Transfers

Article VIII

I. Assignment Notification And Staffing

- A. The Board and Association recognize that an optimum educational environment includes a bargaining unit employee who is working within his/her area of special competence and in the school setting best suited to his/her personal circumstances. In no case shall a bargaining unit employee be assigned outside the scope of his/her teaching certificate, endorsement, or license.

- B. Assignment shall be defined to mean the placement of the existing teaching staff into positions. At the middle school and high school level, when it is reasonable and not detrimental to the educational delivery system, the administration will attempt to limit the number of class assignments requiring additional preparations of class materials to three (3). For example:

Science/Biology		Math/Geometry
Science/Physics	or	Science/Biology
Science/Chemistry		Social Science/Am. History

- C. All bargaining unit employees shall be given written notice of their assignment for the forthcoming school year no later than June 1. For secondary bargaining unit employees, such notice shall include building, department(s), and a listing of probable courses to be taught. For elementary bargaining unit employees, such notice shall include building and grade level. For other bargaining unit employees, such notice shall include work locations and/or work schedule. Bargaining unit employees shall only be assigned in areas in which they are appropriately certified, licensed, or qualified. The method of notification may take the form of the publication or posting of the tentative building master schedule of each building for the following year, prior to the District Staffing and Assignment Process. In the event that changes are necessary, after the notice is given, the bargaining unit employee involved shall be notified promptly. Composition of the building master schedule is within the sole discretion of administration provided all bargaining unit employees are assigned within their certification, licensure, or qualifications and displacements from the building are not necessary. If displacements are necessary at the building level, then these displacements shall be done in accordance with the following criteria:

- a. Bargaining unit employees with the lowest evaluation rating shall be displaced. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.
- b. Where evaluation ratings are the same, the bargaining unit employee with the least recency and length of service in the position by subject area or grade level shall be displaced.
- c. Where recency and length of service are the same, the bargaining unit employee with the least seniority shall be displaced. Where seniority is the same, the tie breaker number shall be used.

II. Vacancies

- A. A temporary vacancy shall be defined as a situation where an active position within the bargaining unit is unoccupied or will be unoccupied for thirty (30) or more school days and where the bargaining unit employee involved is expected to return before the end of the school year, or where there are less than thirty (30) school days remaining in the school year. Temporary vacancies shall be filled, on a tentative basis, by a certified laid off bargaining unit employee on layoff in accordance with Article IX. If the laid off bargaining unit employee declines the temporary position, it may be offered to another certified laid off bargaining unit employee. During the term of employment in the

temporary vacancy, he/she shall not be considered as recalled and his/her name shall remain on recall list. If a laid-off bargaining unit employee declines to accept a temporary position he/she shall remain on the recall list and not lose seniority nor his/her rights to collect unemployment compensation. Laid-off bargaining unit employees shall have twenty-four (24) hours after notification to accept an offer for a temporary position. The rate of pay for a laid-off bargaining unit employee assigned to a temporary vacancy shall be the permanent substitute rate per day for the first sixty (60) days. Upon reaching the sixty-first (61) day, the bargaining unit employee shall receive B.A. minimum salary. Upon reaching the ninety-first (91) day, the bargaining unit employee shall receive his/her regular teaching salary with the fringe benefits as specified in this Agreement.

Upon the ninety-first (91) day of employment, a person from outside the bargaining unit shall become a member of the bargaining unit and enjoy all the rights and privileges of bargaining unit membership, retroactive to the first day of the vacancy.

- B. After publication and posting of the building master schedules with teaching assignments for the forthcoming year, the term "vacancy" shall be defined as a position within the bargaining unit presently unfilled, including newly created positions. Any vacancy that occurs after the beginning of the school year shall be filled in accordance with Article VIII, II, E and II, F. A "vacancy" shall not include a position which is unfilled due to the leave of absence of a bargaining unit employee for less than a full school year and the bargaining unit employee is expected to return to the position following the leave of absence.
- C. The Board shall publicize the vacancies by giving written notice to the Association President, posting the vacancy on the district website, and sending the posting, by email, to all bargaining unit employees. The vacancy shall be posted for at least ten (10) work days. If the posting is for a job that is new to the District, then a sufficient description of the job content shall be included in the posting as well as the requirement of the State Board for certification. No position shall be permanently filled until the expiration of the posting period. Vacancies which occur during the summer months, when regular school is not in session, will be listed on the district's web site for the posting period of five (5) work days and sent by email to the Association President.
- D. A vacancy which occurs in the Intramural and Enrichment programs and for "Active" Clubs will be posted in all buildings and will first be filled from among the building staff, and then from the district staff.
- E. When filling a posted vacancy that exists for the forthcoming year, after the building master schedules are complete, the District shall consider the professional qualifications, attainments, and other relevant factors of all applicants within the school district. Vacancies will be filled as follows:
 - 1. Certified, licensed, or qualified bargaining unit employees from the recall list will be used to fill the vacancy in order of Article IX.

2. If there are no certified, licensed, or qualified bargaining unit employees on the recall list, all internal candidates, subject to Article VIII, II, E. 4, with at least three (3) full year of employment with the district, who meet the certification, licensure, or qualifications for the position may apply and those that apply may be granted an interview. The vacancy shall be filled in accordance with the following criteria.
 - a. Bargaining unit employees with the highest evaluation rating shall be placed into the vacancy. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.
 - b. Where evaluation ratings are the same, the bargaining unit employee with the most recency and length of service in the position by subject area or grade level shall be placed into the vacancy.
 - c. Where recency and length of service are the same, the bargaining unit employee with the highest seniority shall be placed into the vacancy. Where seniority is the same, the tie breaker number shall be used.
3. If no certified, licensed, or qualified internal bargaining unit employees (with at least 3 years of employment with the district) apply for said vacancy, said vacancy may be publicly posted and outside applicants may be considered through the Board's existing employment policy.
4. A response, in writing, indicating whether their request for transfer has been approved or denied will be returned to the bargaining unit employee within ten (10) working days. If a request for transfer has been denied, the response will indicate the reason(s) for denial. The following shall constitute valid reasons for denial of a voluntary transfer:

Bargaining unit employee is not certified;
Bargaining unit employee is not licensed;
Bargaining unit employee is not qualified;
Bargaining unit employee is on an improvement plan;
Bargaining unit employee has been given or expects to be given a needing support rating in the current year;
Bargaining unit employee has less than three (3) full years of employment;
Position was filled by a bargaining unit employee with a higher evaluation rating; more recency and length of service, or more seniority;
Legitimate needs of the District.

F. Vacancies after August 1st and During the School Year

1. When vacancies and newly created positions in the professional staff are determined to exist, notices shall be prominently posted on the District's webpage for not less than five (5) business days prior to the closing date for filing application. A copy of said notice shall be sent to the Association President and by email to all bargaining unit employees at the time of posting.

2. The Association and the Board recognize that when vacancies occur after August 1st and during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. When such vacancies are determined to exist the usual procedures of posting and filing of applications shall be followed. When the vacancy is filled from within the district, the Superintendent will authorize the reassignment or transfer when, in his/her reasonable judgment, the least disruption to the existing instructional program would take place, but in no case later than the beginning of the next school year.
- G. Vacancies for specialized positions that require specific experience and/or knowledge (such as Instructional Coaches and Behavioral Interventionists) will be filled through the interview process. Postings for these specialized positions must include the specific experience and/or knowledge necessary to be considered qualified for the position. Positions designated as specialized positions must be mutually agreed upon by the District and the Association.

III. Voluntary Reassignment/Transfer Requests

- A. A voluntary transfer shall be defined as an assignment to a different grade, department, building, or position as a result of a bargaining unit employee-initiated request. Such requests shall be made in writing, using a preference form, by a date to be set by the District each year for the District Staffing and Assignment Process and after the building, special education, and non-classroom assignment placements are finalized. All other bargaining unit employee-initiated requests, not a part of the District Staffing and Assignment Process, shall be made in writing no later than the expiration of the posting. One (1) copy shall be filed with the Assistant Superintendent for Human Resources and one (1) copy shall be filed with the Association. The application shall set forth the reasons for the transfer, specify the grade, department, building, or position sought. A request for transfer or reassignment, for the District Staffing and Assignment Process, may be submitted even though an opening does not exist at the time. Voluntary transfers can be requested during the District Staffing and Assignment Process, during the summer when school is not in session, and for vacancies that occur at any time during the school year. If a bargaining unit employee desires to be considered for a vacancy that occurs after the District Assignment and Staffing process, the bargaining unit employee must apply for the vacancy.
- B. Bargaining unit employees who request a voluntary transfer shall complete an online application and apply for posted position(s). Additional information may be attached.
- C. A bargaining unit employee transferring back to L'Anse Creuse from the International Academy of Macomb shall do so by March 1 pursuant to the Letter of Understanding/International Academy of Macomb.

IV. Involuntary Reassignment/Transfer

- A. An involuntary reassignment/transfer shall be defined as follows: (a) a change in department at the secondary level; (b) a change between grade levels TK-2 and grade levels

3-5 at the elementary level. (c) a change in building assignment, excluding elementary specials and ancillary positions (Speech Language Pathologist, Social Worker, Psychologist, Behavioral Interventionists) assigned by the Special Education Director; (d) a change within the Special Education Department such as change to learning disabled, emotionally impaired; (e) a change from classroom teacher to non-classroom assignment such as interventionist or literacy coach. Bargaining unit employees and the Association shall be provided five (5) work days' notice of the intention to involuntarily reassign/transfer the employee, and the notice shall specify the reasons for the transfer.

B. An involuntary transfer and/or reassignment shall be made only in cases of emergency or legitimate needs of the district. The Director of Human Resources will notify, in writing, the affected bargaining unit employee of the reason(s) for the involuntary transfer and/or reassignment. A transfer or reassignment will be considered involuntary if the bargaining unit employee did not formally apply for the same. Involuntary transfers shall be done in accordance with the following criteria but, when involving transfers within only one building, shall be limited to the impacted subject areas, grade levels or positions:

- a. Bargaining unit employees with the lowest evaluation rating shall be involuntarily transferred. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.
- b. Where evaluation ratings are the same, the bargaining unit employee with the least recency and length of service in the position by subject area or grade level shall be involuntarily transferred.
- c. Where recency and length of service are the same, the bargaining unit employee with the least seniority shall be involuntarily transferred. Where seniority is the same, the tie breaker number shall be used.

INVOLUNTARY TRANSFER EXAMPLES:

Elementary:

Example within building

2nd grade section is eliminated and 4th grade section is added. Involuntary transfer of 2nd grade teacher to 4th grade done accordance with Article VIII, IV, B.

2nd grade eliminated and 1st/2nd grade split is added. This is not considered an involuntary transfer.

Example including more than one building

3rd grade eliminated at one building. Involuntary transfer of teacher to an open position in another building will include all building teachers and done in accordance with Article VIII, IV, B.

Secondary:

Example within building

Additional two (2) sections of Math and two (2) less sections of Science are necessary. Only Math/Science certified teachers, if possible, shall be involved in the involuntary transfer and it shall be done in accordance with Article VIII, IV, B. If there are no Math/Science certified teachers within the building, more than one involuntary transfer may be necessary and more than two departments may be involved. The involuntary transfer shall be done in accordance with Article VIII, IV, B.

Example including more than one building

One less English teacher necessary at a middle school. Involuntary transfer from this middle school to an open position shall be based on certification necessary for the position being transferred to and done in accordance with Article VIII, IV, B.

- C. The District will return the bargaining unit employee to his/her previous building assignment no later than the following school year if the position is vacant and the bargaining unit employee was not transferred in accordance with Article VIII, IV, D and assuming that a request is made to the Human Resource Director not later than March 1, on a designated form.
- D. Notwithstanding the above, certain transfers and reassignments may be made by the District when in its judgment the bargaining unit employee is not as effective in a particular position as he/she would be in another, based on observation and evaluation data. Such transfers and reassignments would be considered involuntary as defined above.
- E. An involuntary transfer from a general education to a special education position shall not take place until the special education position is posted internally and externally and the position is unable to be filled.

V. Miscellaneous/Part-Time/Shared Assignments

- A. When opening a new building, the administration will notify all bargaining unit employees of the programs and what will be expected of the staff.
- B. Part-time bargaining unit employees are defined as those bargaining unit employees who have less than a full-time schedule as defined in Article VI. These bargaining unit employees are to receive full rights, and protection as stated in this Master Agreement. Such bargaining unit employees will receive a salary pro-rated to the proportion of a full-time assignment and benefits pro-rated per Article XII, K. Part-time bargaining unit employees requesting a full-time assignment for the next school year must do so in writing to the Assistant Superintendent for Human Resources by March 1st.

- C. Part-time bargaining unit employees will be required to attend District Provided Professional Development and staff meetings on a percentage basis according to their proportion of a full-time assignment. A bargaining unit employee may attend all of the District Provided Professional Development, with approval from the Assistant Superintendent for Human Resources, and will be paid his/her per diem rate for all District Provided Professional Development attended beyond the required percentage.
- D. Shared Assignment - Bargaining unit employees may select job sharing, by application to the Human Resources Office, and upon the approval of the administration, pair a teaching assignment.
1. Such a partnership will require special scheduling, administrative support, and effective communication to make this concept educationally sound.
 2. The job-sharing bargaining unit employees will receive a full year's credit on the seniority list and salary schedule. The position must be applied for by March 1st each year for the following school year.
 3. Denial of such requests will not be subject to the grievance procedure.
 4. Job sharing bargaining unit employees will be responsible for all grade level/department and School Improvement meetings as mutually agreed upon between the bargaining unit employees and the building principal on a building by building basis. Each plan is to be submitted with the request for shared time and signed by all parties involved.
- E. The positions or any part thereof presently in the bargaining unit shall not be transferred to persons not covered by the Agreement.
- F. The Board agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when bargaining unit employees are not available or have refused to do the work.
- G. The Board shall not participate in any form of multi-district pre-kindergarten through grade twelve consortium in order to delegate, transfer, or receive services or functions of the kind and nature currently being provided by the employees of the Association's bargaining unit. No L'Anse Creuse bargaining unit employee will be displaced and/or laid off due to L'Anse Creuse students transferring to classes offered by any other member districts of that consortium. L'Anse Creuse shall be the employer of record for all L'Anse Creuse bargaining unit employees. This provision is not applicable to the Juvenile Justice Center staff.

EXHIBIT F

ASSOCIATION REPRESENTATION – Replaces Page 3, Article II, F

A bargaining unit employee, represented by an exclusive bargaining agent under the Public Employment Relations Act shall, upon request, be entitled to Association representation in any case where an allegation has been made against the employee by a parent, student or colleague that is the subject of the meeting or if the administration suspects the bargaining unit employee may have committed some offense.

The Association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the bargaining unit employee in advance of such a required meeting.

The bargaining unit employee shall be entitled to the specific representative of their choice but if that person is not immediately available the meeting will not be unreasonably delayed. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present.

COMPLAINTS AND NOTIFICATION – Add to Article II

Except when immediate action is necessary for the health, safety, and welfare of students, a bargaining unit employee shall at all times be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a prearranged bargaining unit employee - administrative meeting for giving any warning, reprimand, or other disciplinary action concerning the infraction of rules or delinquency in professional performance.

No material relating to student, parent, or school personnel complaints originating after initial employment will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has been provided a copy of the material.

Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected bargaining unit employee shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Complaints, as defined in this section, shall not be useable for the purposes of annual bargaining unit employee performance evaluations unless the complaint is substantiated and discussed with the bargaining unit employee.

Any alleged serious or repetitious infractions of rules or delinquency in professional performance not brought to a bargaining unit employee's attention within ten (10) work days, after coming to the attention of administration, shall not be the subject of further evaluation or record.

MISCELLANEOUS PROTECTIONS – Add to page 36, Article VII, M

Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. The mentor shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor, unless the administrative hearing or grievance is related to misconduct or gross negligence.

PERSONNEL FILE – Replaces Page 39, Article VII, T, 1

A bargaining unit employee will have the right to review, upon request, the contents of his/her official Personnel File in the Human Resources Office, exclusive of credentials and letters of recommendation, and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit employee's Personnel File shall be limited to qualified supervisory personnel.

No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual and there shall be no written record of such in the bargaining unit employee's Personnel File.

A bargaining unit employee may provide a response to any materials included in the Personnel File and the appropriate administrator will be provided with a copy of same. The response shall become a part of the Personnel File.

All discipline or complaints that are four (4) years or older shall be expunged from the Personnel File at the bargaining unit employee's request, except as limited by any existing laws.

EXHIBIT G

Reduction and Recall

ARTICLE IX

Bargaining unit employees who successfully complete a probationary period are entitled to continuous employment. Seniority shall mean continuous employment in the L'Anse Creuse Public Schools school district as a L'Anse Creuse Education Association bargaining unit employee. Seniority shall also accrue to bargaining unit employees who are on disability leave, Family Medical Leave Act (FMLA), bargaining unit employees who are on layoff status, bargaining unit employees on Association leave-time for unpaid leave of absence, except as previously stated, shall not count toward seniority. The starting date for seniority credit shall be the first bargaining unit employee contract calendar day worked.

By February 21st of each school year, the Board, after consultation with the Association, shall publish and deliver to each building representative a copy of the revised seniority list. The Board

shall also deliver ten (10) copies of the revised list to the Association. Using the criteria established in this section, the list shall contain the ranking of each bargaining unit employee and shall contain the number of years of seniority each bargaining unit employee has accrued. The list shall also contain the certification(s) of each bargaining unit employee. The list shall be binding in all cases involving seniority.

REDUCTION PROCEDURE

When it is determined by the District that it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a position, said staffing decisions shall be based on retaining effective teachers. In the event there is a reduction of personnel, the parties will confer and in order to promote an orderly reduction in personnel, the following procedures will be used:

The Superintendent or designee shall determine the positions proposed to be eliminated and shall meet with the Association President at least ten (10) days before the meeting at which the Board will consider proposed layoffs for the purpose of discussion and reviewing the proposed layoffs and related matters. Representatives from the Association will be present at the meeting where the notifications for reduction in staff are developed. The Association shall receive written copies of said notifications within five (5) days of their development.

Bargaining unit employee's being laid off between May 31st and the start of the school year shall receive a fifteen (15) calendar day notice, in writing. All other layoffs shall require a thirty (30) calendar day notice in writing.

Documentation to support State licensure, authorization, or certification requirements and additional hours shall be submitted to the Personnel Office by January 15th. A bargaining unit employee, however, may declare additional State licensure, authorization, or certification requirements, supported by proof of that State licensure, authorization, or certification, to the Personnel Office before August 1st to be considered for a vacated position. If such State licensure, authorization, or certification is not achieved, the bargaining unit employee shall not be employed for the vacated position.

Order of Reduction

In the event of layoff the order of reduction for bargaining unit employees shall be as follows:

1. Non-certified bargaining unit employees, in positions that require certification, and temporary employees will be laid off first, provided there are certified and qualified bargaining unit employees to replace them as allowed by law.
2. If reduction is still necessary, then probationary bargaining unit employees, tenured bargaining unit employees, and bargaining unit employees in positions that do not require certification will be laid off based on the following:

- a. Bargaining unit members with the highest evaluation rating shall be retained. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.
 - b. Where evaluation ratings are the same, the bargaining unit members with the most years of experience in the grade level (elementary) or subject (secondary) shall be retained. Grade level credit for teaching in grades Pre-K through 5 shall count towards any "elementary vacancy." Subject, at the middle school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). Subject at the high school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). For bargaining unit employees, in positions that do not required certification, years of experience shall be defined as years of experience in that position (i.e. Counselor, SLP, Social Worker, etc.). For counseling positions, years of experience shall also include grade level and/or subject area experience in the classroom. For specialized positions, as defined in Article VIII, II, G, bargaining unit members with the specific experience and/or knowledge for the position, included in the most recent posting, shall be retained in order of seniority.
 - c. Where evaluation ratings and years of experience are the same, the bargaining unit member with the highest seniority shall be retained. Where seniority is the same, the tie breaker number shall be used.
3. The Board shall give written notice of layoff by sending a registered letter or certified letter to the bargaining unit employee at his/her last known address. It shall be the responsibility of the bargaining unit employee to notify the Board of any change in address.
4. Bargaining unit employees, on the district insurance, who are laid off shall have insurance benefits continued and paid by the Board throughout the summer recess (August 31st) for layoffs that occur at the end of the school year. For layoffs that occur during the school year, bargaining unit employees shall have insurance benefits continued and paid for by the Board until the end of the month that follows the date of layoff. After that, a laid off bargaining unit employee may continue his/her insurance benefits in accordance with the Carrier's layoff/benefit continuation policy inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
5. The Association recognizes that the decision of the Board as to whether there shall be layoffs is final.

Recall Procedure

No positions shall be declared vacant to external applicants if there are people on layoff status who have the appropriate State licensure, authorization, or certification to be recalled to an available position.

1. If there are bargaining unit positions that are created and/or vacant, after voluntary transfers are completed, laid off bargaining unit employees who are certified and qualified or licensed for the position(s) will be given the first opportunity to fill such positions. Notification shall be given to all laid off bargaining unit employees and the vacancy or vacancies shall be filled based on the following:
 - a. Bargaining unit members with the highest evaluation rating shall be offered the position. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.
 - b. Where evaluation ratings are the same, the bargaining unit members with the most years of experience in the grade level (elementary) or subject (secondary) shall be offered the position. Grade level credit for teaching in grades Pre-K through 5 shall count towards any "elementary vacancy." Subject, at the middle school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). Subject at the high school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). For bargaining unit positions that do not require certification, years of experience shall be defined as years of experience in that position (i.e., Counselor, SLP, Social Worker, etc.). For counseling positions, years of experience shall also include grade level and/or subject area experience in the classroom. For specialized positions, as defined in Article VIII, II, G, bargaining unit members with the specific experience and/or knowledge for the position, included in the most recent posting, shall be offered the position in order of seniority.
 - c. Where evaluation ratings and years of experience are the same, the bargaining unit member with the highest seniority shall be offered the position. Where seniority is the same, the tie breaker number shall be used.
2. Any laid off bargaining unit employee to whom notice of recall was sent by certified mail, return receipt requested, must notify the Board of the acceptance of the position within seven (7) calendar days of the date the recall notice was mailed from the Board Office. If the laid-off bargaining unit employee fails to accept the offered full-time position, that bargaining unit member shall be dropped from the recall list.

3. It is the responsibility of the laid-off bargaining unit employee to notify the Personnel Office by certified mail, return receipt requested, of any change in his/her mailing address.
4. A laid off bargaining unit employee shall retain recall rights for a period of three (3) years following the layoff.
5. Recalled bargaining unit employees shall be notified by mail, sent certified, to the last known address as supplied by the bargaining unit employee to the Board. Failure to respond to the offer of employment within ten (10) calendar days after the receipt of said mailing shall result in the termination of employment. However, bargaining unit employees may refuse offers of less than full time or less than a full year of employment and still retain their placement on the recall list. A bargaining unit employee may, at his/her option, request removal from the recall list, for the school year relative to part-time positions. Once a bargaining unit employee has removed himself/herself from the recall list, the Board is not obligated to notify said bargaining unit employee of a part-time position for that school year. Any bargaining unit employee on leave is subject to the reduction in staff and recall procedures in this Article. Representatives from the Association will be present at the meeting where the notifications for recall are developed. The Association shall receive written copies of said notifications within five (5) days of their development.