

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

of the

LAKEVIEW SCHOOL DISTRICT
CALHOUN COUNTY

and

LAKEVIEW EDUCATION ASSOCIATION, MEA-NEA



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AGREEMENT

THIS AGREEMENT entered into by and between the Board of Education of LAKEVIEW SCHOOL DISTRICT, hereinafter called the "Board," and LAKEVIEW EDUCATION ASSOCIATION/MEA-NEA, hereinafter called the "Association."

The Board and the Association have completed bargaining and desire to memorialize the agreements reached during those negotiations in this Agreement.

<p style="text-align: center;">ARTICLE 1 Recognition</p>
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- A. The Board hereby recognizes the Lakeview Education Association/MEA-NEA as the exclusive and sole bargaining representative for the Association. Included in the bargaining unit covered by this Agreement are regular full-time and regular part-time certified teaching personnel employed under regular tenure or probationary contracts as teachers (including alternative education teachers and Michigan School Readiness Teachers), department heads, guidance counselors, driver education instructors, librarians, and coaches, if otherwise in the bargaining unit, employed by the Lakeview School District.

Excluded are superintendent, deputy superintendent, assistant superintendent, business official, principals, assistant principals, guidance and other directors, the high school athletic director, except when filled at the Junior High level by a bargaining unit member, substitute teachers, community adult education teachers, Battle Creek Area Japanese School teachers, summer school teachers (except an otherwise regularly employed bargaining unit member teaching summer school), aides, paraprofessionals, hall and noon period supervisors (except when such duties are scheduled as part of a regular teaching assignment) office and clerical employees, custodial, maintenance, plant and cafeteria employees, and all other employees of the Board or any other employer.

The term "teacher," when used hereinafter in the Agreement, shall refer to all employees represented by the Lakeview Education Association/MEA-NEA as defined above.

- B. The Board agrees not to negotiate with any teachers' organization other than the Lakeview Education Association/MEA-NEA for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and have the grievance adjusted without intervention of the Lakeview Education Association/MEA-NEA, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment.

ARTICLE 2 Board of Education Rights
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- A. 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/or the United States, including, but without limiting the generality of the foregoing, the right to:
- (1) Manage and control its business, its equipment, and its operations.
 - (2) Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 - (3) Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer and determine the size of the work force.
 - (4) Determine the services, programs, and personnel necessary to continue its operation, and to establish standards for such operation.
 - (5) Adopt reasonable rules and regulations pertaining to the operation and administration of the District and to define the descriptions and requirements of all jobs.
 - (6) Determine the qualifications of employees, including the essential job functions of employees.
 - (7) Determine overall goals and objectives as well as all policies affecting the educational program of the District.

- (8) Determine the number and location or relocation of District facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 - (9) Determine the size of the management organization, its functions, authority, amount of supervision and the table organization.
 - (10) Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations.
- B. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- C. The exercise of these powers, rights, authority, duties and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 3 Grievance Procedure
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- A. A claim by a bargaining unit member, group of bargaining unit members, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

The following matters shall be limited to Level Two of the Grievance Procedure:

- (1) The termination of services or non-renewal of any probationary teacher.
- (2) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act.

- B. The Association will designate members to handle grievances and identify those members to the Administration. The Board hereby designates the principal of each building or his/her designee to act as its representative at Level One as hereinafter described and the superintendent or his designee to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which teachers are working during the regular school year, and weekdays (Monday through Friday), excluding holidays, during the summer interim.
- D. A written grievance shall contain the following:
- (1) It shall cite the articles, sections, and sub-sections of the Agreement alleged to have been violated.
 - (2) It shall summarize the facts giving rise to the grievance.
 - (3) It shall contain the date of the alleged violation.
 - (4) It shall specify the relief requested.
 - (5) It shall be signed by the grievant(s) or one of the grievance agents designated by LEA.
- E. Hearing Levels:
- (1) Level One
 - (a) When a bargaining unit member or members or the Association believes a cause for grievance has occurred, such member(s) and the LEA agent shall discuss the grievance with the building principal in an attempt to resolve same. Such discussion shall occur within twenty (20) days of the occurrence or of the date when the grievant should reasonably be expected to have had knowledge of the event.
 - (b) If no resolution is obtained as a result of the above discussion, the grievance shall be reduced to writing and moved to Level Two within thirty (30) days of the discussion.

(c) If the matter being grieved is of such a nature that the principal states in writing that he/she does not have the authority to resolve it or if the matter involves more than one building, or if the parties otherwise mutually agree, the grievance may be initiated at Level Two. Initiation of the grievance at Level Two must, be within forty-five (45) days of the occurrence or of the date when the grievant should reasonably be expected to have had knowledge of the event.

(2) Level Two

A copy of the written grievance shall be filed with the Superintendent or designated agent. Within ten (10) days of the receipt of the grievance, the Superintendent (or designee) shall arrange a meeting with the grievant and the designated representative of the Association to discuss the grievance. Within ten (10) days of the discussion, the Superintendent (or designee) shall render the decision in writing, transmitting copies to the grievant and the Association's grievance agent.

(3) Level Three

If the Association is not satisfied with the disposition of the grievance at Level Two or if no disposition has been made within the period above provided at Level Two, the Association may submit the grievance to arbitration before an impartial arbitrator. Any demand for arbitration may only be made by the Association and must be accomplished through the Association serving a Demand for Arbitration upon the Board and the American Arbitration Association within twenty (20) days of the Association's receipt of the Superintendent's answer to the grievance at Level Two. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.

- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising prior to its expiration there under may be processed through the grievance procedure until resolution.
- G. Grievances which are not initiated or appealed within the time limits specified in this Article shall be considered to be withdrawn by the grievant and/or Association unless time limits have been extended in writing by mutual consent of the Association and the Board or its agents.
- H. The remedy for any grievance involving the payment of back pay or other monetary compensation shall not extend back more than three fiscal years from the fiscal year in which the grievance is filed unless the District intentionally withheld the back pay or other monetary compensation from the grievant.

ARTICLE 4 Leaves

A. Sick Leave

- (1) All full-time teachers under contract employed by the Lakeview School District will be allowed ten (10) days sick leave with full pay, per school year. Any full-time new teacher, during his/her first year of employment, who uses his/her full ten (10) days of sick leave, shall be allowed to borrow up to five (5) days from the sick leave to which he/she would be entitled for the following year when seriously ill and confined to home or a hospital and under the care of a medical doctor. Any borrowed days shall be deducted from the first year's teacher's allotment of sick leave at the beginning of the next school year. In the event that the first year teacher does not return to work the following school year, any borrowed days shall be deducted from the sick leave bank.

Required verification of leave shall be in accordance with Article 15 of this Agreement, Health Examinations.

- (2) This sick leave for full-time teachers is cumulative and if not used, carries over to subsequent years and may be used during such subsequent years in full, with the limitation that a teacher may not accumulate such sick leave in excess of two hundred (200) days during any one time.

- (3) All part-time teachers will be allowed ten (10) days sick leave at their part-time rate of pay per school year. Any days which a part-time teacher does not use will accumulate to the nearest half-day for use in subsequent years, and in such subsequent years shall be charged to the nearest half-day when used, except that a one hour part-time teacher shall be charged a half-day of accumulation for each day's absence when using accumulated sick leave.
- (4) Up to ten (10) days of accumulated sick leave each year may be used for care of a serious illness of a spouse, child, parent or any person who permanently resides in the teacher's immediate household. Documentation may be requested. In extenuating circumstances, the Superintendent may allow the teacher to utilize additional sick leave days from the teacher's accumulated sick leave for the above purpose. This determination shall be at the Superintendent's sole discretion.
- (5) For purposes of the Family and Medical Leave Act sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the teacher. This shall apply to:
 - (a) Sick leave which is utilized under this Agreement to care for a family member (child, spouse or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care.
 - (b) Sick leave which is utilized due to a serious health condition which renders the teacher unable to perform the essential functions of his/her job.
- (6) A sick leave bank designed to provide teachers with income protection due to long term major physical or mental disability is established as follows:
 - (a) In each year that the bank falls below 300 days, each teacher will contribute an additional day to the bank. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. In the event the bank becomes depleted, the Board and the Association may, if by mutual consent, assess additional contributions.

- (b) Teachers will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability, and after the expiration of the greater of: (1) the teacher's accumulated sick leave, or (2) a waiting period of sixty (60) work days during the school calendar year.
- (c) The maximum withdrawal by an individual teacher for a single disability shall not exceed 180 sick days.
- (d) When a teacher returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period, unless a six-month period has elapsed since the teacher's return to work. In addition, if a waiting period is interrupted due to a return to work and the teacher is subsequently unable to continue working due to a recurrence of the same disability, the waiting period will be considered uninterrupted.
- (e) Teachers who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Business Office for information regarding the necessary application procedures. Teachers shall, upon request of the Superintendent (or designee), provide medical proof of disability and must be willing to submit to an examination by a physician or psychiatrist/psychologist appointed by the Board, at Board expense.
- (f) Each application for withdrawal from the sick leave bank will be reviewed by the "Sick Leave Bank Review Committee" comprised of three (3) teachers (one from each level) appointed by the Association and two (2) administrators (appointed by the Board). The final decision regarding the granting of sick leave days from the bank shall rest with the Committee.
- (g) The "Sick Leave Bank Review Committee" will be responsible for developing additional provisions or by-laws relative to the operation of the sick leave bank.

- (h) Teachers shall be eligible to draw fractional sick leave bank days when they are concurrently receiving statutory or contractual income protection benefits funded by the District, either directly or through insurance, so long as the total amount of sick leave and income protection benefits does not exceed the teacher's regular gross daily wage.
- (i) Under no circumstances will any probationary teacher be allowed to receive more than ninety (90) sick leave bank days during his/her probationary period.

B. Workers' Compensation Leave

Any teacher who is absent because of an injury or disease sustained or contracted during the course of his/her employment by the Lakeview School District and which is compensable under the Michigan Workers' Disability Compensation Act, shall receive fractional sick leave pay of the difference between the workers' compensation benefit and his/her regular salary for the duration of the illness, but not to exceed seventy-five (75) work days, and this shall not be counted against his/her sick leave as provided under Section A above. However, any fractional differential of sick leave after the seventy-five (75) work day period shall be deductible from the teacher's accumulated sick leave. It is the intent of the parties that an employee receiving Workers' Compensation will receive no more and no less take-home pay than what he/she receives for a regular gross per diem rate, provided that the teacher has sufficient accumulated sick leave to fund the wage differential after the above defined seventy-five (75) work day period.

C. Emergency Personal Leave

- (1) Each teacher shall be entitled to up to two (2) days of personal leave with pay each year to attend to necessary personal business. Unused personal leave days will be added to the teacher's accumulated sick leave at the conclusion of the school year. Alternatively, if a teacher has reached the maximum sick leave accumulation, he/she may make a written election to be paid one hundred ten dollars (\$110.00) for each unused personal leave day. This amount will be remitted on the final payroll in June.

- (2) No such leave may be taken on the day preceding or following a holiday or vacation or on the one-half (2) student day preceding Spring Break or because of inclement weather or on the first five (5) students days and the final ten (10) student days of a school year--except that emergency leave under these circumstances may be granted when requested of and approved by the Superintendent. The Board has the right to limit the number of teachers utilizing personal leave on a Monday or a Friday to no more than seven (7).
- (3) Teachers must give notification not less than forty-eight (48) hours in advance except in extreme emergencies when they must give notification at the earliest possible time personally or by telephone.
- (4) The Superintendent may in his/her sole discretion grant additional emergency leave days without pay subject to the above restrictions and conditions, and the teacher shall provide the reasons for such leave when applying for same.

D. Professional Business Leave

- (1) A teacher shall not be regarded as absent from work during any period while he/she is engaged in professional business related to his/her employment by the District, provided he/she has obtained authorization for such leave from his/her building Principal. Examples of such professional business are: visiting days to other schools, professional conventions, conferences or meetings and speaking engagements involving education. The Principal shall specify in advance whether he/she will approve the reimbursement of all or part or none of the business expenses occasioned by such professional business.
- (2) A teacher who is released under this provision shall direct that any honoraria or remuneration received while on paid professional business leave be paid directly to the District. It is understood that this provision does not apply while a teacher is on unpaid or personal leave. Any amount received by the District in excess of the teacher's per diem rate for the day(s) of professional business leave shall be placed in the building donation account at the facility where the teacher is assigned. The teacher need not surrender reimbursements for expenses involved or the fair value of meals, travel, and lodgings provided by another benefactor.

E. Funeral Leave

A leave of absence with pay for up to five (5) days shall be granted a teacher in the event of the death of a member of his or her immediate family. For purposes of this section immediate family is defined as a teacher's parent, parent-in-law, spouse, child, brother-in-law, sister-in-law, sibling, grandparent, grandchild, or any person who permanently resides in the teacher's immediate household. A leave of absence for the purpose of attending funeral services with pay for one (1) day shall be granted a teacher in the event of the death of a relative not within the definition of "immediate family" above. The superintendent may grant additional days with or without pay at his/her discretion.

Personal leave may be used for the funeral of a friend or neighbor. If permission is requested at least twenty-four (24) hours in advance and the time away from work is two (2) hours or less no leave time of any kind shall be charged against the teacher.

F. Child Care Leave

- (1) An unpaid leave of absence may be granted to a teacher for the purpose of child care. It is recognized that the District is required to grant leaves for certain child care purposes to eligible teachers under the Family and Medical Leave Act.
- (2) A teacher shall be entitled upon written request to a child care leave to begin at any time between the birth of his/her child and one (1) year after the child is born. Such leave shall be without pay or increment for a period not to exceed two (2) semesters beyond the date on which the leave became effective.

The teacher shall notify the superintendent in writing of his/her desire to take such leave and the letter requesting leave shall include the date of return. The teacher shall, except in case of emergency, give notice at least thirty (30) days prior to the date on which his/her leave is to begin.

- (3) All or any portion of a leave taken by a teacher because of a confirmed medical disability connected with, or resulting from, pregnancy may be charged to her available sick leave in accordance with the provisions of this Article.

- (4) A teacher adopting a child shall receive an unpaid leave of absence for a reasonable period of time not to exceed two semesters after the commencement of the leave. Adoption leave shall commence when the child is placed in such teacher's care, by the Probate Court or child placement agency. The request for such adoption leave shall be filed with the Superintendent's office in writing not less than thirty (30) days before the leave shall commence. The Superintendent shall have the discretion to waive the latter requirement where extenuating circumstances exist.

G. Political Leave

Upon application duly filed in writing in time for a replacement to be arranged, the Board of Education shall grant a leave of absence without pay to any teacher who has successfully completed his/her probationary period in the Lakeview School District to campaign for and/or serve in a public office. This leave shall not be granted for a period to exceed one (1) year, and shall not be extended beyond one (1) additional year, for a total of two (2) years, and shall be limited to one (1) campaign.

H. Jury Duty/Court Appearance Leave

- (1) A leave of absence shall be granted for jury duty provided the teacher applies for same immediately on notice from the court. The teacher shall be paid the difference between the jury duty pay and his/her regular salary for the period served.
- (2) A leave of absence shall be granted when subpoenaed as a court witness without loss of pay where the teacher is not a party to the action and where the teacher is neither the plaintiff nor the defendant. If more than three (3) days are required, then available emergency personal leave or unpaid leave days may be used.

I. Military Leave

A teacher shall be granted a leave of absence without pay for military service of up to two (2) years, or longer if required by law. During any such period of service the teacher shall be credited as though he/she had taught during the school years involved in the Lakeview School District for purposes of advancement on the salary schedule, longevity pay, seniority and accumulating sick leave allowances only.

J. Educational Study Leave

A leave of absence without pay for up to one (1) year, renewable for an additional year, may be granted, at the superintendent's discretion, to any tenure teacher for further education study upon proper application. The teacher must apply in writing prior to the end of the school year, and the leave must cover a full school year, provided, however, the superintendent may approve shorter leave.

K. Exchange Teacher Leave

Tenure teachers may request exchange teacher leave and shall supply full details of such leave to the superintendent. The superintendent, at his/her sole discretion, may grant said leave for one (1) year period.

L. Voluntary Leave

A tenure teacher may be allowed to take an unpaid voluntary leave for a period not to exceed one (1) year without loss or gain of accumulated seniority.

The Board agrees to provide for unpaid voluntary leave with the stipulation that there be no financial obligation as related to salary or fringe benefits [subject to Subsection M. 4. below] while such person is on leave and provided that a certified and qualified non-bargaining unit placement is available to insure that the quality of student instruction would not be diminished.

It is agreed that the teacher may continue his/her insurance coverage during the leave by paying premiums to the District in accordance with the District's policies and timelines, to the extent permitted by law.

M. Unpaid Leaves of Absence - General Conditions

- (1) A teacher intending to return from a leave of absence must advise the Superintendent of such intention in writing prior to April 1, preceding the school year in which the teacher intends to return or if returning during the same school year in which the leave commenced, thirty (30) calendar days prior to returning to work.

- (2) A teacher returning from a leave of absence exceeding sixty (60) work days will not be guaranteed the position held prior to the leave, but will be offered a position according to certification and qualification and seniority. Restoration from leave exceeding sixty (60) work days shall be either to the teacher's former assignment or to any assignment within the bargaining unit for which the returning teacher is both certified and qualified and for which he/she possess sufficient seniority. During the period of a teacher's absence, the Board shall have the right to fill the teacher's position with a non-bargaining unit substitute. Satisfaction of these standards shall be considered as restoration to an equivalent assignment. It is expressly understood that return from leave is always subject to the operation of a reduction in staff. Upon return from unpaid leave where insurance coverage has been interrupted, the teacher must enroll for participation in insurance programs covered in Article 19 of this Agreement.
- (3) Teachers while on an unpaid leave of absence will:
- (a) not receive fringe benefits at the expense of the district, except where required under the Family and Medical Leave Act;
 - (b) not accumulate sick leave or other paid leave; or
 - (c) not accumulate seniority or advance on the salary schedule unless said teacher completes 130 days of the teaching assignment in any one school year, in which case they shall advance one step and receive one year of seniority. If the teacher completes 45 days of the teaching assignment, but less than 130 days, the teacher shall advance one-half step on the salary schedule and be credited one-half year service toward seniority. Any exception to this section must be otherwise expressly stated in this Article.
 - (d) cooperate in scheduling commencement and return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.

- (4) District paid insurance premiums shall not be discontinued until conclusion of the month immediately following the month in which the leave commenced, except where the District is required, either by this Agreement or by law to continue premium payments for a longer interval.
- (5) If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval, with the exception those premiums attributable to paid leave status. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the District within five (5) business days of demand.

ARTICLE 5 Retirement

Any teacher who retires under the provisions of the Michigan Public School Employees Retirement System and who has at least twenty (20) years of service in the Lakeview District, will receive retirement severance pay in a lump sum in the amount of \$7,500. This benefit shall be remitted to a special pay plan sponsored by the Board and endorsed by the Association. Those teachers who had ten (10) years of service with the Lakeview School District as of July 1, 1998 will be eligible for this benefit upon their retirement.

To qualify for the retirement severance benefits, a teacher must notify the District in writing on or before April 1 of the year of retirement. If the teacher is retiring at the semester, this notice must be given to the District by November 1.

ARTICLE 6
Negotiations Procedures

- A. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore, agree that during the life of this Agreement negotiations will not be reopened on any item covered by this Agreement and that negotiations shall not be required with respect to any subject matter which was negotiated in the formation of this Agreement but upon which no agreement was reached.
- B. All meetings to negotiate a collective bargaining agreement between the parties shall be held outside of school hours unless a mediator or fact finder appointed by the Michigan Employment Relations Commission required to be present at a particular meeting orders that the meeting be during school hours. In the event this occurs, then up to seven (7) representatives of the Association, including "parties of interest," shall be given released time from their duties under this contract without loss of compensation. The Association shall reimburse the District for the costs of substitutes if more than four (4) Association representatives are released.
- C. The Association is to have full access to public information held by the District which is pertinent to the negotiations.
- D. Meetings will be held at a time mutually agreed upon.

ARTICLE 7
Teaching Conditions

- A. In consideration of present facilities and finances the parties will make reasonable effort at developmental kindergarten to keep the maximum class size to 20 students, K through 3rd grades at 25 students, and 4th through 6th grades at 30 students. These limits will exclude Band, Orchestra, Vocal Music and Physical Education classes.
- B. "Teacher overload" is defined as the assignment of pupils to a teacher which, is excessive and detrimental to sound education or which places the safety or health of the pupils in jeopardy. In determining whether a teacher overload exists, the Board and the Association agree that the following factors shall be taken into consideration: individual class size, classroom facility and materials, nature of the learning activities, factors requiring special safety precautions, and special needs of the students.

Where a teacher overload exists, the Board will make reasonable effort to alleviate the situation.

C. Teacher Work Day

- (1) The teacher's normal work day in grades K-5 shall be seven (7) hours and twenty (20) minutes, inclusive of a forty (40) minute lunch period; thirty-five (35) minutes of which is duty-free.
- (2) The teacher's normal work day at the secondary level (grades 6-12) shall be seven (7) hours and forty (40) minutes, inclusive of a duty-free thirty (30) minute lunch period.
- (3) The teacher work day on the final student day of the work week shall conclude ten (10) minutes after student dismissal.
- (4) Teachers shall be required to attend a maximum of one (1) faculty meeting per month which extends up to seventy-five (75) minutes beyond the student day. This meeting shall be utilized for general staffing, school improvement and professional development purposes. A building principal and a majority of the teachers in a building may agree to schedule the above mandatory building level meeting prior to the normal beginning of the teacher work day.
- (5) Teachers shall be required to attend six (6) department/grade level meetings, no more than one in one month, which extend up to seventy-five (75) minutes beyond the student day.
- (6) Hours of professional development needed to satisfy the professional development requirements set forth in Sections 1526 and 1527 of the Revised School Code (or their successor provisions), which are not otherwise designated on the school calendar, shall be completed outside the student instruction day. There will be no more than one of these meetings in one month. The meetings will be in two (2) hour blocks unless otherwise determined by the building principal and by majority vote of the bargaining unit members in that building.

Any professional development time specifically designated on the school calendar (after the first professional development day in any school year) may be rescheduled independently by each building to occur before or after school or on a day not scheduled as a teacher work day. Any alternate scheduling must be approved by the building principal and by a majority vote of the bargaining unit members in that building, at least ninety (90) calendar days prior to the originally scheduled date. This provision will not be effective for the second professional development day designated on the 2007-2008 school year calendar.

- (7) In addition to the above, one (1) mandatory staff meeting per month which extends up to seventy-five (75) minutes beyond the time that students are dismissed may be called to fulfill North Central Accreditation requirements.
- (8) With the knowledge and prior approval of their supervisors, teachers may flex their normal work hours except on days when there are required meetings. The alternate flex schedule must be consistent and communicated by the teacher to parents/guardians and students to assure accessibility. Under a flex arrangement, teachers may not report later than ten (10) minutes prior to student arrival and may not leave earlier than ten (10) minutes after student dismissal. Flex schedules will be subject to review and approval on a semester basis. Teachers working on a flex schedule are responsible for completion of all professional dates and shall work not less than the minimum amount of time established for the work day in ¶C(1) and C(2) of this Article.
- (9) The parties recognize that those portions of the teacher work day before the commencement of instruction and after the conclusion of instruction are to be used for supplementing/ reinforcing instruction, making parent/guardian contacts, instructional preparation/planning and promoting building safety through student supervision. In connection with the above, teachers are

responsible for supervision of students in common areas during those portions of the teacher work day when students are arriving at school (i.e. prior to the time when students report to the teacher's classroom) and when students are leaving school after the conclusion of instruction. The purpose of this supervision is to promote safe entering and exiting of buildings by students. These responsibilities will be rotated on an equitable basis among teachers within a building by the administration. Individual teachers shall not be assigned to the above supervisory responsibilities for in excess of ten (10) minutes on any student attendance day.

- (10) The parties agree that the hours of teacher-student contact time within the established teacher work day are subject to adjustment so that the District satisfies all requirements of the Revised School Code and the State School Aid Act for full receipt of pupil foundation allowances and other appropriations.

D. Planning Time

- (1) Elementary (K-6)

An average of not less than two hundred eighty (280) minutes of planning time per week will be provided for each full-time elementary teacher (including special subject teachers) during the student day. However, the portion of the teacher work day beginning with the time that general education teachers are to report to their classrooms until the time that a special subject teacher commences instruction shall be regarded as planning time for special subjects teachers.

- (2) Secondary (7-12)

All full time classroom teachers at the Junior and Senior High schools shall have a planning period each day equal to the length of a class period. The administration may, in cases of special teachers and, in other cases where the teacher involved consents, combine or otherwise consolidate planning periods and the requirements of this paragraph shall be deemed satisfied.

- E. Adequate off-street parking facilities shall be provided and properly maintained for teacher use.

- F. A private telephone for the teachers' reasonable use shall be made available in each building.
- G. No teacher in the Lakeview School District shall be required to have a student intern.
- H. All teachers shall be responsible for a reasonable amount of time for scheduled in-service training workshop participation, curriculum committee work and other related professional activities each semester. This shall minimally include, but shall not be limited to completion of the professional development requirements set forth in Sections 1526 and 1527 of the Revised School Code or their successor provisions.
- I. Teachers in Grades K-5 who are assigned to a split-grade position which is eliminated shall be reassigned within their building of current assignment to a position occupied by the least senior teacher in either of the grade levels (within the same building) which comprised the split. This is subject to the condition that the teacher previously assigned to the eliminated split grade position has greater seniority than the teacher he/she is displacing and is certified and qualified for that assignment.
- J. If a teacher applies for and is selected for voluntary professional development activities or other optional school-related projects beyond the required work day(s) designated on the school calendar he/she will receive \$55.00 per day. This rate is subject to increase by action of the Battle Creek Area Staff Development Team. This compensation shall not be applicable to professional development activities and obligations referenced in Section H of this Article or to required work beyond the normal school year for which a supplemental contract is issued under Article 10, Section D of this Agreement.
- K. Least Restrictive Environmental/Medically Fragile.
 - (1) The parties recognize that some students who have physical, mental and/or emotional impairments (disabilities as defined by law) require special education programs and services. They also recognize that without proper planning, the integration of these students into the least restrictive environment as required by law may place extraordinary demands on the regular (non-special

education) classroom teacher. Accordingly, it is agreed that while all provisions of the Michigan Department of Education's Rules for Special Education Programs and Services must be complied with, that in addition there will be a special consideration which could include consideration of the number of students with disabilities already assigned to the classroom and the nature of their disabilities, allocation of support staff, such as aides, special education teachers, reading teachers, counselors, and speech therapists applied to the placement of such special students.

- (2) No handicapped student eligible for services under the Individuals With Disabilities Education Act (IDEA) will be placed in a regular education classroom without an IEPC. Prior to actual placement of a particular special student within the classroom of a teacher, such teacher(s) shall have the opportunity to observe such student as well as confer directly with the special education teacher/consultant concerning the student and the plan for integration of said student, and to be a member of the IEP Committee. This conference will be concluded by cooperative/joint preparation and execution of an Integration Plan in the form developed by the group.
 - (3) Should the Board reduce, eliminate, transfer, or otherwise reorganize any special education program or service so as to diminish the number of actively employed bargaining unit members it shall first provide written notice to the Association.
 - (4) Bargaining unit members, who may be required to provide school health services for any student in an emergency situation, will be provided with the necessary training. It is not contemplated that bargaining unit members will be required to provide daily health services for students.
- L. The teachers' work year will include staff and student school days, as designated on the school calendar.

ARTICLE 8
Evaluation

- A. The main purpose of teacher evaluation is the improvement of instruction by helping and encouraging each teacher to improve his/her teaching performance. Other goals of teacher evaluation are: To continue development of effective teaching skills; to improve the teaching/learning process; to develop long-range planning and to identify and remediate deficient performance.
- B. Each tenure teacher will be formally evaluated at least once every three (3) years prior to the fourth Friday in May. If a tenured teacher is not evaluated during a three (3) year block of time, he/she is to be considered as performing his/her duties in a satisfactory manner.
- C. Each probationary teacher will be formally evaluated at least twice each year, once on or before December 15 and again on or before the last Friday in April.
- D. Formal evaluations shall be made by the building principal, by another building administrator assigned to the same level (secondary or elementary) or by a central office administrator with teaching or administrative experience at the same level. A written summary evaluation will be prepared by the evaluator, with one copy to the teacher, one copy to the principal, and one copy to the Superintendent.
- E. A copy of the evaluation form will be available to any teacher upon the teacher's request.
- F. 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, public address or audio systems, and similar surveillance devices for monitoring or observing the work performance of a teacher shall be strictly prohibited.
- G. Within fifteen (15) working days after an evaluation observation there shall be a conference between the teacher and the evaluator to discuss questions arising from the observation.
 - (1) Strengths, areas of improvement, and deficiencies, if any, shall be noted on the report, as shall the sources of all data used to support any conclusions made by the evaluator.

- (2) If deficiencies are noted, they shall be described and accompanied by a statement of the improvement needed and the assistance and support provided by the district to achieve that improvement. A reasonable period of time will be provided for the prescribed improvement to be accomplished.
 - (3) The report shall contain spaces for the signature of the evaluator, the teacher and the date. The teacher's signature indicates only that he/she has received a copy of the report and does not necessarily signify agreement.
 - (4) If the teacher does not agree with the evaluation as written, and this disagreement is not resolved during the evaluation conference, the teacher may append to the report a statement of his/her perceptions of the issues.
- H. No bargaining unit member will participate in the formal evaluation procedure of another bargaining unit member, as described in this Article.
- I. A tenured bargaining unit member will not be placed on an Individual Development Plan unless a formal evaluation has been completed. The IDP will commence within the same contract year as the evaluation unless there is not sufficient time remaining in the contract year for the bargaining unit member to demonstrate remediation of identified deficiencies.

<p>ARTICLE 9 Continuing Education Compensation</p>
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Recognizing the importance of continuing education to professional growth, teachers shall be compensated for graduate hours beyond their highest degree as follows:

- (1) Only graduate hours will be recognized, except where undergraduate hours are for classes completed after January 1, 1999 which the Superintendent (or designee) approves prior to the teacher's enrollment and which are related to acquisition of knowledge or skills determined by the Superintendent (or designee) to be necessary for the teacher's assignment. Classes taken for required initial or renewal of certification are ineligible for approval under this provision.

- (2) One hundred twenty dollars (\$120.00) will be added to the teacher's contract for each ten (10) semester hours of graduate credit beyond the highest degree, not to exceed two hundred forty dollars (\$240.00), except in the case of the MA Degree plus thirty (30) semester hours. The foregoing limit shall be three hundred sixty dollars (\$360.00) if the last ten (10) semester hours have been completed since July 1, 1996. Four hundred dollars (\$400.00) shall be added to the teacher's contract if the teacher attains National Board Certification.
- (3) Credits earned prior to completion of a degree shall not be applied for continuing education compensation beyond that degree.
- (4) Teachers who successfully complete their work for an additional degree or continuing education compensation shall notify the school district of the request for added compensation prior to September 15 (for continuing education compensation to be effective with the first semester) or February 15 (for continuing education compensation to be effective, on a pro-rata basis, effective with the second semester) of each contract year, and provide to the business office proof from the educational institution as soon as possible.
- (5) Continuing education compensation is to be added to the teacher's salary and pro-rated in accordance with the "Payroll Selection" Article 19.
- (6) Pay increases under this Article will only be factored into the payroll once a semester. If a teacher fails to make the proper request by the given date, the adjustment in compensation will take place only after the next consecutive date.

ARTICLE 10
Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Exhibit B, entitled Professional Compensation. Subject to the adjustments otherwise provided in this Agreement, all teachers shall start at the beginning or base salary step of the appropriate salary column for the first year employed by the Lakeview School District and shall advance one (1) step thereafter in accordance with the criteria set forth in Article 4 & M (3) (c) of this Agreement. (This standard shall be effective with the 1998-1999 school year and shall not require retroactive step adjustment for any teacher attributable to a prior school year.) Their salary shall be determined based on the step as above established and the properly proven degree and other scholastic attainments under the appropriate column on the Salary Schedule.
- B. Teachers shall be granted extra pay for certain extra duties in accordance with Exhibit A entitled "Extra Pay for Extra Curricular Activities." Upon creating a new extra curricular position the Board shall immediately advise the Association in writing of the same and grant the Association opportunity to negotiate the rate of pay for such position.

The rate finally agreed upon shall be paid retroactively for the entire period when duties are performed under the position. Such negotiations shall not be considered a reopening of this Agreement and neither party shall be obligated to negotiate regarding any other matter or item.

The Board of Education may elect not to fill each position on Exhibit A.

- C. Teachers in the Junior High who teach a full extra class beyond the normal five (5) classes every school day and who also make up their planning period every school day, shall be compensated for the extra class at a rate of eight and one-half percent (8.5%) of their teaching salary per semester. Teachers in the High School who teach a full extra block beyond the normal three (3) blocks either semester, who also make up their planning period every school day, shall be compensated for the extra class at a rate of twelve and one-half percent (12.5%) of their teaching salary per extra block taught.

- D. Teachers required to work beyond the normal school year shall be compensated at the per diem rate of their individual contracts. In these circumstances teachers will be issued a supplemental individual contract for the additional required days. The "normal school year" shall be designated on the school calendar and shall include all days and hours of student instruction which the District must satisfy under the Revised School Code and the State School Aid Act in order to receive full foundation allowances and other appropriations as well as all days of staff professional development required under Sections 1526-1527 of the Revised School Code or their successor provisions. Teachers required to work beyond the normal school year shall receive reasonable notice from the District and the scheduling of such work days shall be done by mutual agreement between the teacher(s) and his/her immediate supervisor, if possible. If mutual agreement or scheduling of the required added day(s) is not possible, the parties shall meet with the Superintendent who will make the final determination of when the work days are scheduled.

- E. Teachers shall be reimbursed at the rate of \$8.00 per one-half (1/2) hour rounded off to the nearest one-half (1/2) hour when substituting for an absent teacher. Elementary teachers shall be compensated for times when a special subject teacher is absent and the lost planning is not rescheduled by the administrator with input from the affected teacher and made up within ten (10) school days.

<p>ARTICLE 11 Employment and Transfer</p>

- A. At the time of initial employment the employee should be apprised of his/her other assignments.

- B. All teachers shall be given notification of a change of their assignments for the forthcoming year not later than the 15th day of June. In the event that changes in assignments become necessary at a later date, teachers affected will be notified and have the opportunity to discuss the matter. In the event that a teacher's assignment is changed within seven (7) calendar days prior to the first day of pupil instruction in a school year, a conference will be held between the teacher, the Association (if requested by the teacher), and the administration to discuss the reason(s) for the change and to examine any measures that might be taken to address the impact of this change.

The parties recognize that assignments are made by the administration initially within a building and that any positions remaining within a building after completion of that phase of the assignment process will be posted and filled as vacancies in accordance with this Article. Where displaced/unassigned teachers remain after the filling of the above vacancies, any vacancies resulting from the above vacancies will not be posted if they can be filled by a certified and qualified displaced/unassigned teacher. If any teachers remain displaced/ unassigned after the above phases of the assignment process have been completed, the Board and the Association will review the potential for making reassignments or transfers of other bargaining unit members if to do so would eliminate the need for layoff(s) of the displaced/ unassigned teacher(s). The Board is not obligated to make reassignments or transfers for the latter purpose. No reassignments or transfers for these purposes will be made after May 15.

- C. Changes in a teacher's assignment after the first teacher workday that involve reassignment to a different educational level (i.e. K-5, 6-8, 9-12) will be considered a transfer.
- D. When vacancies occur in the bargaining unit, all staff will be alerted by e-mail to the staff members' district e-mail addresses. Any professional staff member desiring to be considered for the announced position must make written application within five (5) days of the posted notification to the appropriate administrator.

Vacancies will be filled on the basis of certification, qualifications, evaluations and aptitude for the assignment (as demonstrated by recent training, academic attainment or teaching experience). Where the candidates for a vacancy are equal under the above standards, preference will be given to the bargaining unit applicant with the greatest seniority. No transfer of a bargaining unit member will be made where to do so would violate District Policy #4003, Employment of Family Members.

- E. The Human Resources office will make available a form to all teachers on which they may indicate a request for assignment to another teaching position for the fall term, if such position becomes vacant. The form will be available by May and must be returned prior to the end of the school year.

- F. New teachers employed by the school district may be given full credit for years of teaching experience up to a maximum of ten (10) years. Substitute, higher education, "home school" and pre-school teaching experience, and teaching experience in schools using primarily student directed or "home school" type materials where there is an absence of teacher directed instruction are excluded from the foregoing definition of teaching experience.
- G. A teacher, upon written request to or by the Administration, shall be removed from any extra-curricular activity within thirty (30) school days after the date of such request, providing the Administration agrees that the extra-curricular activity is not an integral part of the teacher's regular assignment (e.g., instrumental music and marching band) and also providing that an adequate and competent replacement can be secured. The Board reserves the right to make this removal at any time after the request is made. In those instances where an adequate and competent replacement cannot be secured, the Administration may require the teacher to serve an additional thirty (30) school-day period before being removed. Assignment or transfer of a teacher from one building to another building shall not be the sole or primary reason for elimination or reassignment of a Exhibit A position.
- H. Reassignments or involuntary transfers may be made in cases where enrollment or financial conditions so require and as one possible response to documented adverse teacher performance.

In cases where enrollment or financial conditions are the cause for the involuntary transfer and more than one person is certified and qualified to be transferred involuntarily the person with the least seniority (as defined in Article 24) shall be the person transferred. In the event that the transfer of the least senior teacher involved would result in curtailing of an educational program the Board of Education reserves the right to transfer a more senior teacher.

The Superintendent (or designee) shall notify teachers who are being involuntarily transferred or reassigned at the earliest possible date. Any teacher who is notified of a reassignment less than seven calendar days prior to the first day of scheduled classes in the fall, or transferred to a different building, grade level or subject area during the course of the school year will be granted at least two (2) days and up to five (5) days of preparation time upon request to the Superintendent (or designee). (A substitute will be provided during the allowed preparation period.) Upon the affected teacher's request, the Administration shall give the teacher the reasons for him/her being involuntarily transferred in writing.

- I. A tenured teacher may request to share a job with another teacher certified and qualified at the same level of teaching, provided:
- (1) Application to share a job shall be made prior to sixty (60) days before the beginning of a new semester of school.
 - (2) The job shall be shared in a pro-rated manner in terms of working responsibilities, fringe benefits, and salary.
 - (3) The Board reserves the right to accept or reject any job-sharing request. Teachers accepted for job-sharing positions retain the right to return to a position equivalent to that held immediately prior to the job-sharing arrangement, subject to Article 24, and all other rights afforded under this Agreement.

ARTICLE 12 School Dismissal
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Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days and hours of student instruction as prescribed by the Revised School Code and the State School Aid Act to enable the Board to receive full pupil membership and categorical appropriations. Teachers shall be excused from reporting for school on those days on which school is closed due to the above conditions.

Teachers will receive their regular pay for days that are cancelled but shall work the rescheduled days and/or hours with no additional compensation. Teachers who have been previously scheduled to take paid leave under this Agreement on a day(s) of pupil instruction that is cancelled due to the conditions specified in this Article, shall not have their absence on such day(s) charged against paid leave provided that the teacher works any required rescheduled day(s) and/or hours of instruction without additional compensation, as specified in this Article.

The parties agree that this contract provision has been negotiated to comply with the provisions of the State School Aid Act, to ensure that the District will incur no loss of state aid, and to comply with requirements set forth in the Revised School Code and State School Aid Act respecting the required number of "student instruction" days and hours.

ARTICLE 13
Qualifications and Assignments

- A. The Board will employ only teachers who are properly certified and qualified (as defined in Article 24 of this Agreement) to teach in their field in Michigan.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competency, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their qualifications (as defined in Article XXIV of this Agreement). Where teaming is in place, teachers will be assigned for the majority of their schedules within their major or minor field of study, subject to compliance with the standards for a highly qualified teacher under the No Child Left Behind Act of 2001, including the NCLB Final Regulations, 34 CFR 200.55-200.56.
- C. Upon initial employment, teachers shall be given a copy of the current Master Agreement between LEA and the Board. In the event that an Agreement is not in effect, the prospective teacher will be given the latest Agreement between LEA and the Board.
- D. Upon written request of the President of the Lakeview Education Association after a teacher's employment, the Board will furnish the Association the following information:
 - (1) Position and building
 - (2) Extra-curricular assignment
 - (3) Present mailing address
- E. Except with respect to teachers new to the system, assignments in the areas of adult education, driver education, extra duties enumerated in Exhibit A, and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be given to qualified teachers regularly employed in the District, with the exception of the positions in adult education.
- F. All teachers not receiving compensation for noon hour duty responsibility under Exhibit A of this contract, shall have no specific lunch time responsibility, but shall maintain discipline until their pupils have left their classroom and shall maintain normal pupil-teacher relationships at all times when on school premises.

ARTICLE 14
Health Examinations

The Board reserves the right to require a physical and/or psychological examination, at Board expense, for purposes of verifying a teacher's fitness for duty or verification of absence in the following circumstances:

- (1) Determining a teacher's eligibility for any illness or disability leave taken either under this Agreement or leaves required by law.
- (2) Determining a teacher's ability to return from any illness or disability leave taken under this Agreement or a leave required by law.
- (3) To evaluate a teacher's fitness for duty where the Board has reasonably founded concerns regarding the teacher's mental and/or physical ability to perform the functions of his/her assignment.

There will be no exam or doctor note requirement when returning to work after using sick days unless the teacher has been absent for five (5) or more consecutive days or the District has reasonable cause to suspect the teacher has been abusing his/her sick day allotment.

ARTICLE 15
Expense Reimbursement

Teachers who use personal vehicles for authorized school business shall be entitled, upon presentation of adequate documentation, to reimbursement at the current maximum non-taxable IRS allowance for such mileage. Payment for travel expenses will be made at the middle and end of each semester.

ARTICLE 16
Payroll Deduction

- A. Professional Dues: Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues payable to the Association, MEA and NEA, which sum shall be established by the Association. Such authorization shall continue in effect from year to year until revoked in writing by the teacher.

Pursuant to such authorization, the Board shall deduct 1/20th of such dues from each regular salary check of the teacher each pay period of the first 20 pays beginning in September and ending in June of each year. The District's business office shall accept professional Association membership application forms for purposes of processing for payroll deduction of dues only from the Membership Committee of the Association or its designated representative.

- B. Direct Deposit: Upon written authorization duly signed by the teacher desiring the deduction, the District will electronically deposit the teacher's pay checks to the teacher's designated financial institution.
- C. Tax-deferred Annuities: Upon proper authorization for payroll deduction signed by the teacher desiring the deduction, the District will deduct the amount designated by the teacher (subject to IRS limits) for contribution to a 403b annuity approved by the Board. The Board (or its agent) will remit the monies deducted to the designated annuity company or plan within ten (10) working days of the payroll date on which the deduction is made.
- D. Other Deductions: The District will deduct for the premium for Hospital, Surgical and Medical insurances for the teacher and his or her dependents beyond the District-contributed premiums specified in Article 18 of this Agreement. Deductions may also be authorized by the United Way.

<p>ARTICLE 17 Professional Financial Responsibility</p>

- A. Any teacher who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association, MEA and NEA, provided, however, that the teacher may authorize payroll deduction for such fee in the manner as provided in Article 16, Section A.

In the event that a teacher does not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, the District shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the written request of the Association, deduct the Representation Benefit Fee from the teacher's wages and remit the same to the Association, in accordance with the procedures specified in ¶B of this Article.

The parties expressly recognize that the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received under this Agreement. Part-Time teachers are required to join the Association or pay a service charge thereto. Such dues will be pro-rated in accordance with NEA, MEA, and LEA formulas.

B. The procedure in all cases of non-payment of the Representation Fee shall be as follows:

- (1) 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 the Association has the right to file a request for wage deduction with the Board, under the procedures specified in this Article, in the event compliance is not effected.
- (2) If the teacher fails to comply, and the Association exercises its right to file a written request with the Board seeing to effectuate involuntary deduction of the Representation Benefit Fee, a copy of the notice of non-compliance and proof of service shall be attached to said request.
- (3) The Board, only upon receipt of a request for involuntary wage deduction shall conduct a hearing on said request if the affected bargaining unit member requests such a hearing. The hearing shall be limited to the question of whether the employee has paid the required dues or Representation Benefit Fee. If the bargaining unit member does not request a hearing or if it is otherwise

determined that the bargaining unit member has not authorized payroll deduction for or has otherwise not paid the required dues or Representation Benefit Fee, the Board shall make the required deduction from the employee's wages. In the event of compliance at any time prior to the completion of this hearing, the request for involuntary deduction shall be withdrawn. The Association, in processing such requests for involuntary wage deductions, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.

- C. Pursuant to Chicago Teachers Union v Hudson, 106 S. Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- D. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- E. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for Representation Benefit Fees, the amount of said professional fees and the amount of the Representation Benefit Fee to be deducted by the District, and that said fee includes only those amounts permitted by this Agreement and by law. The parties agree to cooperatively discuss and exchange information regarding the Association's Representation Benefit Fee collection and objection procedures. The Association agrees, upon request from the

District, to provide the District for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to the Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to the Representation Benefit Fee.

The Association further agrees to certify to the District that the Association and its affiliates having complied with the above policies and administrative procedures prior to requesting enforcement of the Representation Benefit Fee obligation contained in this article.

- F. Further, the Association agrees to promptly notify the District in the event a Court order, Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the District shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly given notice to the Association of any decision made by the District with regard to compliance.
- G. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such a bargaining unit member shall be required, in lieu of periodic dues, Representation Benefit Fee(s) and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one (1) of three (3) such charitable organizations as mutually designated by the District and the Association.
- H. With respect to all sums deducted by the District pursuant to authorization of the employee whether for Professional Dues or Representation Benefit Fee, the District agrees to disburse promptly said sums upon direction of the Association.
- I. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

J. The Association agrees to assume the legal defense of any suit or action brought against the District regarding this Article of the Agreement. The Association further agrees to indemnify and save the District, each individual School Board member, and all administrator, harmless against any and all claims, claims for attorneys' fees, demands, costs, suits, or other forms of liability and all court or administrative agency cost that may arise out of or by reason of, action taken by any and all of the above entities and persons for the purpose of complying with this Article, subject, however, to the following conditions:

- (1) The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
- (2) The Association, after consideration with the District, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article or its application.
- (3) The Board of Education has the right to choose the legal counsel to defend any said suit or action at the Association's sole expense. The District shall not object to the intervention of the Association as a party aligned with the interests of the District, Board of Education, trustees and administrators.
- (4) The Association shall have the right to compromise or settle any claim under this section, all at the Association's sole expense.
- (5) The Association agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

ARTICLE 18
Insurances

A. The District, for a twelve month period (September 1-August 31) during each year of this Agreement, shall make premium contributions, specified below, on behalf of employees (and eligible dependents) for one of the following option packages. The employee shall elect one of the following option packages during open enrollment (or upon hire, as allowed by the carrier). The decision shall be irrevocable for that school year unless compelling family change necessitates change. The election shall be made in conjunction with the Section 125 Plan developed and administered by the District.

B. Plan #1 (employee plan including health insurance).

The following full-family insurance plan will be provided to full-time employees (and their eligible dependents) who have a need for health insurance, meaning that they are not also enrolled in another health plan under the conditions specified in paragraph F. of this Article:

MESSA-PAK A

1. Health MESSA SuperCare I. to and including September 30, 2007. Effective October 1, 2007 MESSA Choices 2 (specifications shall include a \$5/\$10 prescription co-payment) (effective July 1, 2009 the prescription co-payment will change to \$10/\$20)
2. Dental Delta Dental; Plan E/007
3. Vision VSP 2
4. Negotiated Life . . \$30,000

C. Plan #2 (employee plan when health insurance is not needed)

The following insurance plan will be provided to full-time employees who do not have need of health insurance.

MESSA-PAK B

1. Dental Delta Dental Plan E/007
2. Vision VSP 3
3. Negotiated Life . . \$35,000
4. MESSA/MEA FS A cash stipend of \$150.00 each month per contract year. This amount shall be increased to \$225.00 per month if there are at least fifteen (15) participants in Plan #2 and to \$300.00 per month if there are at least twenty (20) participants in Plan #2 and \$350.00 if there are at least twenty-five (25) participants in Plan #2. The teacher shall pay the excess of any cost over the monthly amount of the option(s) selected. An employee must indicate in writing the option(s) he/she desires within 30 days of the first day of employment each school year. Any teacher who selects an option(s) with a cost in excess of the District's contribution will be required to provide the District with a written payroll deduction authorization for the excess in order to be eligible for the option(s).

D. Part-time employees may elect to enroll in Plan #1 or Plan #2 above, during specified open enrollment periods, and will be eligible for District premium contributions based on the portion of a full-time assignment worked. The participating employee will be responsible for payment of any additional premium amounts which shall be payroll deducted. Any premium amounts not payroll deducted will be remitted by the teacher as a condition of continued participation and enrollment.

E. Effective July 1, 2007 through September 30, 2007 the District's premium obligation for the insurance plans specified in this Article shall be the specific dollar amount per month which results in the teachers contributing \$140.00 per month, Effective October 1, 2007 the District's premium obligation for the insurance plans specified in this Article shall be the specific dollar amount per month which results in the teachers enrolled in MESSA PAK A contributing \$100.00 per month (\$75 per month effective July 1, 2009). The premium amount for which the teacher is responsible will be payroll deducted from the enrolled teacher's wages.

Effective at the expiration of the Agreement (i.e. June 30, 2010) the District will contribute ninety-two and one-half percent (92.5%) of the PAK A or PAK B premium (as applicable) and enrolled teachers will contribute seven and one-half percent (7.5%) of the applicable premium by payroll deduction.

All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

- F. Employees newly hired by the District shall be eligible for Board-paid insurance premiums upon acceptance by the insurance carriers of the written application. Employees who are separating from the District prior to working their required number of contractual days or due to retirement will have their District paid premiums discontinued thirty (30) days after the first day of the month following the effective date of separation. Teachers who complete a full contractual year shall have premiums paid on their behalf through August 30, except for separations due to retirement.
- G. The District agrees to make the premium contributions specified in this Article for the duration of this Agreement. Disputes over policy coverages between the insurance carrier(s) and employees of their beneficiaries shall not be subject to the Grievance Procedure but shall be a matter solely between the employee and the insurance company.
- H. Teachers receiving a cash stipend under this Article under Plan #2 may enter into a salary reduction agreement to apply such amounts (less employee FICA and any applicable withholding) to a tax sheltered annuity.

ARTICLE 19 Payroll Selection

All teachers shall make a written election at the beginning of the school year to receive their salary either in twenty (20) equal payments during the school year, or in twenty-four (24) equal payments during the entire calendar year. In either case, they will receive a paycheck every other week during the specified period. The payments shall be issued on or before the fourteenth (14th) and the twenty-eighth (28th) day of each month. Teachers electing twenty (20) equal payments shall have one payment in August and one payment in June. The August payment will be made by August 28th and the June payment will be made by June 14th. This payroll cycle will be implemented effective with the 2007-2008 school year.

ARTICLE 20
Longevity

- A. A longevity benefit in the amounts indicated below will be granted to each teacher commencing with the 13th year of teaching experience in the Lakeview School District, and thereafter there will be an increase in this longevity benefit as shown in the following schedules:

<u>Years of Service</u>	<u>Addition to Base Pay - Per Year</u>		
	<u>2008</u>	<u>2009</u>	<u>2010</u>
13 through 18	\$ 507	\$ 517	\$ 527
19 through 24	\$ 869	\$ 886	\$ 904
25 through 30	\$1,160	\$1,183	\$1,207
31 through 36	\$1,508	\$1,538	\$1,568
37 and over	\$1,880	\$1,917	\$1,956

- B. This longevity benefit will be added to the base pay of the teacher and pro-rated over the year as part of the regular paycheck.

ARTICLE 21
Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee included within the bargaining unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan of the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms of conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.

- B. The Association and its representatives shall have the right to use school buildings for meetings and office equipment for Association business, with the consent of the principal, at all reasonable hours. The Association agrees to pay any custodial costs which would not otherwise be incurred, and the cost of all materials and supplied incidental to such use.
- C. The Association shall have the right to post notices of its activities and matters of Association concern on faculty room bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service, district e-mail and teacher mailboxes for communications to teachers. Association use of District e-mail shall be subject to the District's acceptable use policy and shall not include any communications prohibited by law. Should there be any determination that such usage requires U.S. postage, the Association agrees to pay such cost or discontinue usage until an alternate plan can be negotiated.
- D. The Board agrees to furnish to the Association in respect to reasonable requests from time to time all available public information concerning the financial reports and audits, roster of certificated personnel, Intermediate School District budgets, agendas and minutes of all public Board meetings, treasurer's reports, and census and membership data, names and addresses of all teachers, such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- E. No tenure teacher shall be disciplined without just cause.
- F. Upon request, a teacher shall at all times be entitled to have present a representative of the Association when he/she is being disciplined, including circumstances where the teacher is receiving an unsatisfactory evaluation.
- G. Building principals should be notified at least one (1) day in advance for Association meetings that would require the released time of the teacher from his after-school time obligation. This released time shall be limited to three (3) times per month unless otherwise authorized by the building principal. Teachers are encouraged to minimize Association business which might infringe upon teaching duties.

- H. At the beginning of every school year, the Association shall be credited with a total of ten (10) days to conduct Association business that cannot be accomplished outside the regular work day.

The Association agrees to notify the Superintendent (or designee) in writing no less than forty-eight (48) hours in advance of the date of intended use of such leave. If the urgency of the leave is of such a nature that the 48 hour notice is not practicable, the Superintendent (or designee) may accept shorter notice.

The Board of Education shall pay the cost of the substitute(s) required.

<p style="text-align: center;">ARTICLE 22 Student Discipline and Teacher Protection</p>

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to management of students. The parties recognize that student management problems are less likely to occur in classes where effective teaching occurs. The Board and the Association also recognize that maintenance of control and discipline in the classroom is a key ingredient in establishing an effective learning environment. Whenever it appears that a particular student requires attention due to behavioral problems which cannot be remedied by the teacher, the teacher will make a referral to the appropriate supervisor.
- B. A teacher may use reasonable force as authorized under Section 1312 of the Revised School Code or its successor provision.
- C. A teacher may exclude a student for the balance of the class period when his/her misbehavior makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal as promptly as his teaching obligations will allow, full particulars of the incident. The parties recognize that special education students may not be excluded from class to the extent that such exclusion impacts the student's IEP or his/her Section 504 plan.
- D. Any case of assault upon a teacher shall be promptly reported to the principal or his/her designated representative. The Board shall render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement authorities.

- E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher which occurs as a result of disciplining a student or students provided that the teacher was acting within the proper limits of his/her authority, that the loss is not covered by insurance (teacher's or District's), and that the amount of loss does not exceed \$100.00. In the event of damage, under this provision, to a teacher's automobile, the Board shall reimburse the teacher for 50% of the deductible for the teacher's auto insurance, but not to exceed \$100.00.
- F. No disciplinary action will be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is first reported in writing to the teacher concerned.
- G. Limits on information which may be placed in employee records, rights of access and challenge on records by employees, shall be in accordance with the provisions of the Employee Right to Know Act, P.A. 397 of 1978. (Board will supply copy of P.A. 397 upon request to teachers.)
- H. Procedures for granting employees access to personnel records shall include the following:
- (1) Requests to review records shall be made to the office of the Superintendent (in writing) at least two (2) days prior to the requested date of review.
 - (2) Records may be reviewed only during regular hours of the Superintendent's office and only during periods when the employee is not "on duty" in his/her assignment (lunch, after school hours, etc.).
 - (3) No more than two (2) requests for review by an individual may be made during any one contract year and the interval between requests shall be no less than 30 days.
 - (4) Reasonable charges for materials to be copied may be made by the Superintendent's office.

ARTICLE 23
Academic Freedom

- A. The parties seek to educate young people in the democratic tradition to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged, subject only to accepted standards of professional educational responsibility.
- B. The parties expressly agree that this Article is not construed as a license for any teacher to attempt to indoctrinate students with his or her personal religious, political, or other ideological opinions and beliefs, or to institute unauthorized curriculum changes.
- C. All teachers will be encouraged to express themselves freely on policies at professional meetings and other meetings to safeguard their legitimate interests.

ARTICLE 24
Layoff and Recall

- A. The words "teacher" and "teachers," where used herein, shall mean members of the bargaining unit.
- B. When a reduction in the number of bargaining unit positions will result in the layoff of teachers, the Superintendent or his/her designee will confer with the President of the Association regarding the reasons for and impact of the proposed layoffs and the general procedures to be followed to accomplish the layoff. The Board of Education shall have the authority after such conferences to make the final decision regarding such layoffs at its sole discretion.
- C. Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a teacher shall be eligible to receive any salary and fringe benefits premium contributions

which were earned but not yet received prior to the layoff. Inasmuch as premiums are paid on a monthly basis, the District shall provide annual insurance payments in the same proportion as the actual service days to the total scheduled service days. A teacher on layoff shall be entitled to maintain group coverages to the extent allowed by COBRA, by paying required premiums to the District.

The Board agrees to continue payments of all insurance premiums on behalf of any eligible teacher whose layoff becomes effective during the regular school year (while classes are in session) for a period not to exceed three (3) calendar months after the payment of earned premiums (as described above), provided that if the teacher secures other full-time employment prior to the expiration of such three-month period, the Board's obligation to pay premiums shall terminate as of the date on which the teacher begins such employment.

- D. The Board of Education may lay off teachers at any time provided said staff are notified in writing sixty (60) calendar days prior to the effective date of such layoff.
- E. A teacher returning from a leave of absence is subject to the provisions of this Article if there has been a reduction of staff during the period of the leave of absence.
- F. Each year, prior to November 1, the Superintendent or his/her designee shall prepare a seniority list and transmit copies of same to the President of the Association in sufficient quantities to supply every member. The names of all teachers at the time of preparation of the seniority list shall be listed in order of their first day of service to the District (not including extra-curricular service, starting with the teacher having the greatest amount of seniority. If two (2) or more teachers have the same service date, the last four digits of their social security numbers shall be used to determine respective positions on the seniority list, with the teacher having the lowest last four digits being assigned first to the seniority list. Each teacher's certification, qualifications, and current assignments are to be included on this seniority list. The Association and all bargaining unit members shall have thirty (30) days from the date of posting to allege any error or discrepancy in the seniority list. Otherwise, the list prepared by the Superintendent (or designee) shall be conclusive. A list of teachers on layoff status will be provided the Association upon request.

G. The following definitions shall apply to the application of the procedures in this Article:

- (1) Seniority is defined as the length of continuous service in the bargaining unit, beginning from the last date of hire. (Teachers hired prior to August 24, 1981 shall have seniority defined as all service in the bargaining unit.) Leaves of absence granted pursuant to this Agreement shall not be considered an interruption in continuous service. The period of such leave shall not be included in the determination of the total amount of seniority as is indicated in Article IV of this Agreement unless otherwise required by law.

A teacher while on layoff or while in an administrative position shall not accumulate seniority nor lose previously acquired seniority. Teachers first hired for administrative positions after July 1, 1998 shall not retain or accumulate seniority in this bargaining unit.

There shall be two seniority classifications under this Agreement, K-12 and Alternative Education. Layoffs and recalls shall occur solely and exclusively within a seniority classification, except where compliance with the Tenure Act would require the retention or recall of a tenure teacher over a probationary teacher in a different classification. Assignments and transfers between Alternative Education and K-12 seniority classifications shall otherwise only occur where there is agreement of the teacher to be assigned/transferred, the Board and the Association.

- (2) Certification is defined as the extent and limitations of the endorsements listed on the teacher's current valid certificate issued by the Michigan Department of Education.

Qualified shall be interpreted to mean that teachers claiming a position under the provisions of this Article, or any other Article of this Agreement, shall:

- (a) hold a major or minor in the subject area(s) applicable (grades 6 through 12); and
- (b) meet North Central Association standards for the subject area applicable (if in grades 9 through 12); and

- (c) meet all standards for a "highly qualified" teacher under the No Child Left Behind Act of 2001, including the NCLB Final regulations, 34 CFR 200.55-200.56, when those standards become in effect for the teacher in question.

It is understood that teachers who have successfully taught grade 6 at Lakeview School District within three (3) school years immediately preceding the 2001-2002 school year and who are assigned to teach grade 6 are not subject to holding a major or minor in the applicable subject area(s) on the condition that the teacher meets the "highly qualified" standard under the No Child Left Behind Act when it becomes effective for the teacher in question. Assignment to an alternative education position shall not require the teacher assigned to meet the foregoing qualification standards, with the exception of compliance with the "highly qualified" standard under the No Child Left Behind Act when it is in effect for the teacher in question. Bargaining unit members assigned to alternative education must meet certification standards, as defined by the Michigan Department of Education.

- H. The certification and qualifications of a teacher to be laid off shall be the certification and qualifications on file with the Board at the time the notice of layoff is sent. The certification and qualifications of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board, in writing, of any inaccuracies or changes.
- I. In the event of reduction of staff within the bargaining unit, the following procedures shall be observed:
 - (1) Probationary teacher(s) in the positions being reduced or eliminated shall be the first laid off, provided, however, the remaining teachers are certified and qualified to perform the duties of the position(s) to be staffed. This may necessitate reassignment of on-staff teachers to the position(s) previously held by displaced or laid off teacher(s).

- (2) Tenure teachers in the positions being reduced or eliminated may be laid off where they are not certified and qualified (as defined above) for a position held or claimed by a probationary teacher or a tenure teacher with less seniority. Where a tenure teacher's position has been reduced or eliminated, the tenure teacher shall displace the least senior probationary teacher holding an assignment for which the displaced tenure teacher is certified and qualified. If no such assignment exists, then the least senior tenure teacher holding an assignment for which the displaced more senior tenure teacher is certified and qualified.
- (3) The Board shall retain the right to effect changes in assignment for teachers who are certified and qualified where reductions in certified staff occur, provided that no such change will deprive any teacher of employment, part-time or full-time, to which he or she is entitled through the application of the above criteria and procedures. However, the Board shall retain the right to consolidate present or future part-time assignments when such part-time assignments tend to further fragment sound scheduling practices and to cause undue disruption to educational program.
- (4) The Board reserves the right to establish reasonable specific qualifications for positions not specifically covered in the provisions of this Article. Such qualifications shall be published with the seniority list no later than November 1.
- (5) Recall procedures shall be as follows:
 - (a) Teachers shall be recalled in inverse order of layoff to vacancies for which they are certified and qualified as defined in this Article. The Board shall not post a vacancy or reassign or transfer a teacher to a vacancy where there is a laid off bargaining unit member who is certified and qualified for that assignment.

All fringe benefits, including accumulated sick days, shall be reinstated at the level in effect at the time of the layoff. Teachers recalled to a part-time position shall earn and use sick days pro-rated to the nearest half-day; those whose assignment is less than a half-day shall be credited for a half-day or charged for a half-day whichever the case shall be.

- (b) Recall notification shall be in writing and delivered via certified mail to the last known address of the teacher. Said teacher must return written acceptance of the recall within ten (10) calendar days of the receipt of the recall notice. Failure of the teacher to respond within the ten-day (10) limit and to report for duty on the date specified in the recall notice shall be deemed a voluntary quit. It shall be the responsibility of each teacher to notify the Board or its agent of any change of address.
 - (c) A tenure teacher under the teaching contract with another Michigan public school district at the time of recall may maintain his/her position on the recall list until the beginning of the next school year, if requested in writing at the time of the recall.
- J. The Board will attempt to give preference to laid-off teachers for substitute positions, provided they have requested, in writing, to be on the current sub list and are available for short- and long-term work. Pay for such assignments will be at the substitute rate and the terms of this Agreement shall not apply to the performance of substitute work by laid-off teachers.
- K. Recall rights shall extend up to the time equal to a teacher's number of years of employment, not to exceed three (3) years for probationary teachers and not to exceed five (5) year for tenure teachers.
- L. Nothing in this Article shall be interpreted or applied to give a probationary teacher priority over a tenure teacher where both are certified and qualified for the same assignment.

ARTICLE 25 Maintenance of Standards
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In the event of a substantial change of non-teaching duties of any teacher, this change will be worked out between the teacher and the principal. In the event the teacher is not satisfied with the change, it is subject to grievance.

ARTICLE 26
Strikes and Sanctions

- A. During the term of this Agreement neither the Association nor any persons acting on its behalf nor any individual teacher will cause, authorize or support, nor will any Association members take a part in any strike (i.e., the concerted failure to report for duty, or willful 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 or employment) for any purposes whatsoever. It is further agreed the Association will not itself and will not request any other organization to place a sanction of any form on the Lakeview School District, provided, however, that in the event the Michigan Education Association and its affiliates place a sanction on every district within the State, then the Lakeview Education Association shall not be bound by this prohibition against sanctions with respect to that situation only.
- B. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.
- C. Willful violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.
- D. The Board of Education in the event of violation of this Article will have the right in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association.

ARTICLE 27
Severability

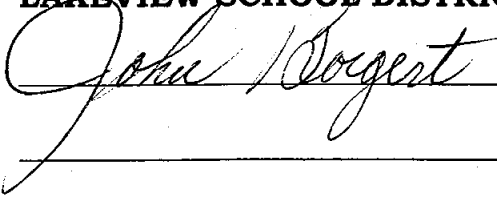
If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 28
Duration of Agreement

This Agreement becomes effective on upon ratification by the Board and the Association and cover the period of time between August 22, 2007 and midnight on August 21, 2010.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BOARD OF EDUCATION
LAKEVIEW SCHOOL DISTRICT

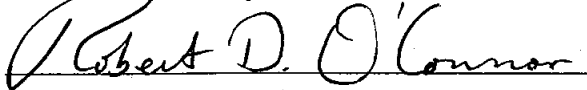


Date: 10-4-07

Date: _____

Date: _____

LAKEVIEW EDUCATION
ASSOCIATION/LEA-MEA-NEA



Date: 10-4-07

Date: _____

Date: _____

EXHIBIT A EXTRA PAY FOR EXTRA CURRICULAR ACTIVITIES
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The following percentages applied to Step 1 of the BA Scale:

HIGH SCHOOL ASSIGNMENTS

Audio Visual Director	5.0%
Band Activities Assistant	7.0%
Band Director	11.0%
Baseball Coach-Head Varsity	13.0%
Baseball Coach-Assistant Varsity	70.0% of Head Coach
Baseball Coach-Head Junior Varsity	65.0% of Head Coach
Baseball Coach-Assistant Junior Varsity	60.0% of Head Coach
Baseball Coach-Head Frosh	55.0% of Head Coach
Baseball Coach-Assistant Frosh	50.0% of Head Coach
Basketball Coach-Head Varsity (Boys)	18.5%
Basketball Coach-Asst. Varsity (Boys)	70.0% of Head Coach
Basketball Coach-Head Junior Varsity (Boys)	65.0% of Head Coach
Basketball Coach-Head Frosh (Boys)	55.0% of Head Coach
Basketball Coach-Head Varsity (Girls)	18.5%
Basketball Coach-Asst. Varsity (Girls)	70.0% of Head Coach
Basketball Coach-Head Junior Varsity (Girls)	65.0% of Head Coach
Basketball Coach-Head Frosh (Girls)	55.0% of Head Coach
Cheerleading Coach - Competitive	6.0%
Cheerleading Coach - Fall Sideline	6.0%
Cheerleading Coach - Winter Sideline	6.0%
Class Advisor - 12 th Grade	7.0%
Class Advisor - 11 th Grade	5.0%
Class Advisor - 10 th Grade	4.0%
Class Advisor - 9 th Grade	4.0%
Cross Country Coach-Head Varsity	9.0%
Debate Coach	8.0%
DECA (includes School Store)	5.0%

Department Head - Business Education	Dept. Head Index
Department Head - English	Dept. Head Index
Department Head - Mathematics	Dept. Head Index
Department Head - Science	Dept. Head Index
Department Head - Social Studies	Dept. Head Index
Driver Education Instructor	0777% per hour
Driver Education-Director	Dept. Head Index
Event Manager	4.0%
Fantasy (Director)	6.0%
Fantasy (Stage Manager)	3.0%
Fantasy (Scenery Manager)	3.0%
Fantasy (Dramatics Director)	4.0%
Football Coach-Head Varsity	18.5%
Football Coach-Assistant Varsity	70.0% of Head Coach
Football Coach-Head Junior Varsity	65.0% of Head Coach
Football Coach-Assistant Junior Varsity	60.0% of Head Coach
Football Coach-Head Frosh	65.0% of Head Coach
Football Coach-Assistant Frosh	60.0% of Head Coach
Forensics and Speech Director	5.0%
Golf Coach-Head Varsity (Boys)	9.0%
Golf Coach-Head Varsity (Girls)	9.0%
Intramural Activity Supervisor	.1111% per hour
MITES Coordinator	5.0%
Musical (Director)	7.0%
Musical (Technology Director)	5.0%
Musical (Vocal Music)	4.0%
Musical (Pit Orchestra)	4.0%
Musical (Scenery)	2.0%
National Honor Society Advisor	2.0%
NCA (Steering Committee) Chairpersons	6% (total to be split among Chairs)

Newspaper Director	6.0%
Orchestra Director	4.0%
Pom Pon Director	6.0%
School Play (Director)	7.0%
School Play (Scenery)	2.0%
School Play (Technology Director)	5.0%
Science Olympiad	4.0%
Soccer Coach-Head Varsity	13.0%
Soccer Coach-Head Junior Varsity	65.0% of Head Coach
Softball Coach-Varsity (Girls)	13.0%
Softball Coach-Asst. Varsity (Girls)	70.0% of Head Coach
Softball Coach-Junior Varsity (Girls)	65.0% of Head Coach
Softball Coach-Asst. Junior Varsity	60.0% of Head Coach
Softball Coach-Frosh (Girls)	55.0% of Head Coach
Softball Coach-Asst. Frosh (Girls)	50.0% of Head Coach
Spartanaires Director	8.0%
Summer School	.07777% per hour
Swimming Coach-Head Varsity (Boys)	18.5%
Swimming Coach-Assistant Varsity (Boys)	70.0% of Head Coach
Swimming Coach-Head Junior Varsity (Boys)	65.0% of Head Coach
Swimming Coach-Head Varsity (Girls)	18.5%
Swimming Coach-Assistant Varsity (Girls)	70.0% of Head Coach
Tennis Coach-Head Varsity (Boys)	9.0%
Tennis Coach-Assistant Varsity (Boys)	70.0% of Head Coach
Tennis Coach-Head Varsity (Girls)	9.0%
Tennis Coach-Assistant Varsity (Girls)	70.0% of Head Coach
Track Coach-Head Varsity (Boys)	13.0%
Track Coach-Assistant Varsity (Boys)	70.0% of Head Coach
Track Coach-Head Junior Varsity (Boys)	65.0% of Head Coach
Track Coach-Head Varsity (Girls)	13.0%
Track Coach-Assistant Varsity (Girls)	70.0% of Head Coach
Vocal Music Director	4.0%
Volleyball Coach-Head Varsity (Girls)	18.5%
Volleyball Coach-Junior Varsity (Girls)	65.0% of Head Coach
Volleyball Coach-Head Frosh (Girls)	55.0% of Head Coach

Wrestling Coach-Head Varsity	18.5%
Wrestling Coach-Junior Varsity	65.0% of Head Coach
Wrestling Coach-Head Frosh	55.0% of Head Coach
Yearbook Director	6.0%
<u>MIDDLE SCHOOL ASSIGNMENTS</u>	
After School Bus Supervisor	6.0%
Athletic Site Supervisor	6.0%
Basketball Coach-Head (Boys)	9.0%
Basketball Coach-Assistants (3) (Boys)	8.0%
Basketball Coach-Head (Girls)	9.0%
Basketball Coach-Assistants (3) (Girls)	8.0%
Class Advisor - 7 th Grade	4.0%
Class Advisor - 8 th Grade	4.0%
Cross Country Coach	6.0%
Cross Country Assistant Coach	4.0%
Department Head - English	Dept. Head Index
Department Head - Mathematics	Dept. Head Index
Department Head - Science	Dept. Head Index
Department Head - Social Science	Dept. Head Index
Department Head - Territorial	Dept. Head Index
Football Coach-Head (Boys)	9.0%
Football Coach-Assistants (3) (Boys)	8.0%
Lunch Supervisor	6.0%
Morning Supervisor	6.0%
Music Director (Instrumental)	4.5%
Music Director (Vocal)	4.0%
National Junior Honor Society	2.0%
Show Choir Director	4.0%
Student Council Director	5.0%

Swimming Coach-Head (Boys)	7.0%
Swimming Coach-Assistant (Boys)	6.0%
Swimming Coach-Head (Girls)	7.0%
Swimming Coach-Assistant (Girls)	6.0%
Technical Support Director	5.0%
Tennis Coach-Head (Co-ed)	7.0%
Tennis Coach-Assistant (Co-ed)	6.0%
Track Coach-Head (Boys)	7.0%
Track Coach-Assistant (Boys)	6.0%
Track Coach-Head (Girls)	7.0%
Track Coach-Assistant (Girls)	6.0%
Volleyball Coach-Head (Girls)	8.0%
Volleyball Coach-Assistants (3) (Girls)	7.0%
Wrestling Coach-Head (Boys)	8.0%
Wrestling Coach-Assistant (Boys)	7.0%
Yearbook Director	9.0%
Yearbook Assistant Director	4.5%

ELEMENTARY SCHOOL ASSIGNMENTS

Elementary Department Chair (K-5)	7.0%
Grade Group Chairperson - Kindergarten	Dept. Head Index
Grade Group Chairperson - First Grade	Dept. Head Index
Grade Group Chairperson - Second Grade	Dept. Head Index
Grade Group Chairperson - Third Grade	Dept. Head Index
Grade Group Chairperson - Fourth Grade	Dept. Head Index
Grade Group Chairperson - Fifth Grade	Dept. Head Index
Lakeview Singers	8.0%
Chairperson - Special Teachers (K-12)	Dept. Head Index

K-12 DEPARTMENT HEADS

Foreign Language	Dept. Head Index
Music	Dept. Head Index
Physical Education	Dept. Head Index
Technology Education	Dept. Head Index
Special Education	Dept. Head Index
Arts (Arts and Drama)	Dept. Head Index
Life Skills/Social Issues	Dept. Head Index

Experience Factor: Each teacher shall receive an additional one-tenth of one percent (0.1%) of Step 1 of the BA Scale for each year of experience in the Lakeview School District in that Exhibit A activity. This experience factor shall be limited to an aggregate of 0.5 percent for staff first hired in Exhibit A activities after July 1, 1998. However, experience at Lakeview School District in the same sport or activity acquired prior to July 1, 1998 shall not be subject to the 0.5 percent limit.

Experience shall be credited for all experience in the specific activity or sport (e.g., high school basketball experience is equivalent to 7th grade basketball experience B boys' or girls').

INDEX FOR DEPARTMENT AND GRADE GROUP CHAIRPERSONS

All Secondary Department Chairpersons, Elementary Grade Group Chairpersons and K-12 Department Heads will receive percentage allowances as follows:

1. Five percent (5.0%) of Step 1 of the BA.
2. Chairpersons with departments or grade groups larger than five (5) teachers will receive an additional one-quarter percent (1/4%) for each teacher in that department or grade group over that number.

In cases where there is a substantial change in responsibilities in Exhibit A assignments, the Board of Education shall immediately advise the Association in writing of the same and grant the Association an opportunity to negotiate changes in rates of pay for such positions.

EXHIBIT B-1
Professional Compensation

2007-2008 Salary Schedule

2 percent increase over 2006-2007 Salary Schedule.

Step	BA	MA	PhD
0	\$33,77	\$36,17	\$38,571
1	\$34,71	\$37,18	\$39,653
2	\$36,21	\$38,787	\$41,357
3	\$38,28	\$41,15	\$44,030
4	\$40,21	\$43,52	\$46,836
5	\$42,45	\$45,89	\$49,339
6	\$44,53	\$48,27	\$52,000
7	\$46,62	\$50,63	\$54,649
8	\$48,70	\$53,00	\$57,315
9	\$50,03	\$55,38	\$59,980
10	\$52,87	\$57,75	\$62,636
11	\$54,95	\$60,11	\$65,277
12	\$57,03	\$62,48	\$67,939
13	\$59,99	\$64,85	\$70,606
14		\$68,23	\$74,368

"Doctorate" is defined as an earned bona fide EdD or PhD from UM, MSU, WMU, EMU or other residential university with equivalent accreditation.

EXHIBIT B-2
Professional Compensation

2008-2009 Salary Schedule

2 percent increase over 2007-2008 Salary Schedule

Step	BA	MA	PhD
0	\$34,44	\$36,89	\$39,343
1	\$35,41	\$37,93	\$40,446
2	\$36,93	\$39,562	\$42,184
3	\$39,05	\$41,98	\$44,911
4	\$41,01	\$44,39	\$47,773
5	\$43,30	\$46,81	\$50,326
6	\$45,43	\$49,23	\$53,040
7	\$47,55	\$51,64	\$55,742
8	\$49,67	\$54,06	\$58,461
9	\$51,03	\$56,49	\$61,180
10	\$53,92	\$58,90	\$63,889
11	\$56,05	\$61,31	\$66,582
12	\$58,17	\$63,73	\$69,298
13	\$61,19	\$66,15	\$72,019
14		\$69,59	\$75,856

"Doctorate" is defined as an earned bona fide EdD or PhD from UM, MSU, WMU, EMU or other residential university with equivalent accreditation.

EXHIBIT B-3
Professional Compensation

2009-2010 Salary Schedule

2 percent increase over 2008-2009 Salary Schedule

Step	BA	MA	PhD
0	\$35,13	\$37,63	\$40,130
1	\$36,12	\$38,68	\$41,254
2	\$37,67	\$40,353	\$43,028
3	\$39,83	\$42,82	\$45,809
4	\$41,83	\$45,28	\$48,729
5	\$44,17	\$47,75	\$51,333
6	\$46,33	\$50,22	\$54,100
7	\$48,50	\$52,68	\$56,856
8	\$50,66	\$55,14	\$59,630
9	\$52,05	\$57,62	\$62,403
10	\$55,00	\$60,08	\$65,167
11	\$57,17	\$62,54	\$67,914
12	\$59,34	\$65,01	\$70,684
13	\$62,41	\$67,47	\$73,459
14		\$70,99	\$77,373

"Doctorate" is defined as an earned bona fide EdD or PhD from UM, MSU, WMU, EMU or other residential university with equivalent accreditation.

EXHIBIT C-1
LAKEVIEW SCHOOL DISTRICT
2007-2008 School Calendar

New Teachers – 188.5 Days
 Returning Teaching Staff – 187.5 Days
 Students – 178 Days

August 24, 2007	New Teachers Only
August 27, 2007	All Teachers – Professional Development (6 hours)
August 28, 2007	All Teachers – Building Meetings/Workday
August 29, 2007	All Teachers Workday K-8 Meet the Teacher
August 30, 2007	All Teachers–Professional Development (6 hours)
August 31, 2007	No School for Staff AM/PM Flex for K-4 Meet the Teachers/5/8 Registration/9-12 Evening Conferences (3hours)
September 3, 2007	Labor Day
September 4, 2007	First Day for Students
Prior to November 2, 2007	Two or Three Fall Evening Conferences–K-8 Individual Building Schedules (Total 9 Hours)
November 2, 2007	K-8 Students AM/PM Flex for Evening Conferences
Prior to November 14, 2007	Two Evening Conferences (3 Hours Each)– High School Only
November 21-23, 2007	No School – Fall Break
December 21, 2007	Last Day for Students and Teachers Prior to Winter Break
January 2, 2008	First Day for Students after Winter Break
January 17, 2008	K-8 Students AM 9-12 First Semester Exams K-12 Records PM
January 18, 2008	First Semester Ends K-8 Students AM/Records PM 9-12 Finals AM/Records PM

January 21, 2008	No School for Students – Martin Luther King Day All Teachers – Professional Development (6 Hours)
February 15-18, 2008	No School for Students and Staff – Winter Break
March 21, 2008	No School for Students and Staff
Prior to April 2, 2008	Two or Three Spring Evening Conferences – K-8 Individual Building Schedules (Total 9 Hours)
Prior to April 2, 2008	Two Evening Conferences (3 Hours Each) – High School Only
April 3, 2008	K-12 Students AM Only/Flex for K-8 Evening Conferences/ High School Open House (3 Hours)
April 4, 2008	No School – Flex Day for Evening Conferences for All Teachers (6 hours)
April 7-11, 2008	No School – Spring Break
May 26, 2008	No School - Memorial Day
June 5, 2008	K-8 Students AM/Records PM 9-12 Final Exams AM/Records PM
June 6, 2008	K-8 Students AM/Records PM (Flex for 5-8 teachers who have been required to attend graduation or orientation outside of work hours.) 9-12 Final Exams AM/Records PM
June 9, 2008	No School – Flex Day for Conferences – 6 Hours

EXHIBIT C-2
LAKEVIEW SCHOOL DISTRICT
2008-2009 School Calendar

New Teachers – 188.5 Days
 Returning Teaching Staff – 187.5 Days
 Students – 178 Days

August 22, 2008	New Teachers Only
August 25, 2008	All Teachers – Professional Development (6 hours)
August 26, 2008	All Teachers – Building Meetings/Workday
August 27, 2008	All Teachers Workday K-8 Meet the Teacher
August 28, 2008	All Teachers – Professional Development (6 hours)
August 29, 2008	No School for Staff AM/PM Flex for K-4 Meet the Teachers/ 5-8 Registration/ 9-12 Evening Conferences (3hours)
September 1, 2008	Labor Day
September 2, 2008	First Day for Students
October 31, 2008	K-8 Students AM/PM Flex for Evening Conferences
Prior to November 25, 2008	Two Evening Conferences (3 Hours Each)–High School Only
Prior to November 25, 2008	Two or Three Fall Evening Conferences – K-8 Individual Building Schedules (Total 9 Hours)
November 26-28, 2008	No School – Fall Break
December 23, 2008	Last Day for Students and Teachers Prior to Winter Break
January 5, 2009	First Day for Students after Winter Break
January 15, 2009	K-8 Students AM 9-12 First Semester Exams K-12 Records PM
January 16, 2009	First Semester Ends K-8 Students AM/Records PM 9-12 Finals AM/Records PM

January 19, 2009	No School for Students – Martin Luther King Day All Teachers – Professional Development (6 Hours)
February 13-16, 2009	No School for Students and Staff – Winter Break
March 27, 2009	Second Semester Ends
Prior to April 1, 2009	Two or Three Spring Evening Conferences – K-8 Individual Building Schedules (Total 9 Hours)
Prior to April 1, 2009	Two Evening Conferences (3 Hours Each) – High School Only
April 2, 2009	K-12 Students AM Only/Flex for K-8 Evening Conferences/ High School Open House (3 Hours)
April 3, 2009	No School – Flex Day for Evening Conferences for All Teachers (6 hours)
April 6-10, 2009	No School – Spring Break
May 25, 2009	No School - Memorial Day
June 4, 2009	K-8 Students AM/Records PM 9-12 Final Exams AM/Records PM
June 5, 2009	K-8 Students AM/Records PM (Flex for 5-8 teachers who have been required to attend graduation or orientation outside of work hours.) 9-12 Final Exams AM/Records PM
June 8, 2009	No School – Flex Day for Conferences – 6 Hours

EXHIBIT C-3
LAKEVIEW SCHOOL DISTRICT
2009-2010 School Calendar

New Teachers-188.5 Days
 Returning Teaching Staff-187.5 Days
 Students-178 Days

August 28, 2009	New Teachers Only
August 31, 2009	All Teachers – Professional Development (6 hours)
September 1, 2009	All Teachers – Building Meetings/Workday
September 2, 2009	All Teachers Workday K-8 Meet the Teacher
September 3, 2009	All Teachers – Professional Development (6 hours)
September 4, 2009	No School for Staff AM/PM Flex for K-4 Meet the Teachers/5-8 Registration/ 9-12 Evening Conferences (3hours)
September 7, 2009	Labor Day
September 8, 2009	First Day for Students
November 6, 2009	K-8 Students AM/PM Flex for Evening Conferences
Prior to November 24, 2009	Two Evening Conferences (3 Hours Each)-High School Only
Prior to November 24, 2009	Two or Three Fall Evening Conferences – K-8 Individual Building Schedules (Total 9 Hours)
November 25-27, 2009	No School – Fall Break
December 22, 2009	Last Day for Students and Teachers Prior to Winter Break
January 4, 2010	First Day for Students after Winter Break
January 18, 2010	No School for Students – Martin Luther King Day All Teachers – Professional Development (6 Hours)
January 21, 2010	K-8 Students AM 9-12 First Semester Exams K-12 Records PM

January 22, 2010	First Semester Ends K-8 Students AM/Records PM 9-12 Finals AM/Records PM
February 12-15, 2010	No School for Students and Staff – Winter Break
Prior to April 1, 2010	Two or Three Spring Evening Conferences – K-8 Individual Building Schedules (Total 9 Hours)
Prior to April 1, 2010	Two Evening Conferences (3 Hours Each) – High School Only
April 1, 2010	K-12 Students AM Only/Flex for K-8 Evening Conferences/ High School Open House (3 Hours)
April 1, 2010	Second Semester Ends
April 2, 2010	No School – Flex Day for Evening Conferences for All Teachers (6 hours)
April 5-9, 2010	No School – Spring Break
April 12, 2010	Second Semester Begins
May 31, 2010	No School - Memorial Day
June 10, 2010	K-8 Students AM/Records PM 9-12 Final Exams AM/Records PM
June 11, 2010	K-8 Students AM/Records PM (Flex for 5-8 teachers who have been required to attend graduation or orientation outside of work hours.) 9-12 Final Exams AM/Records PM
June 14, 2010	No School – Flex Day for Conferences – 6 Hours

The parties further agree that the school calendars for 2008-2009 and 2009-2010 shall have 188.5 work days for new teachers, 187.5 work days for returning teaching staff and 178 days for students.

Rescheduling Cancelled Days/Hours of Instruction

In the event it becomes necessary to close school because of conditions not within the control of the District, additional instruction time shall be rescheduled as provided in Article 12 of this Agreement. The District, prior to scheduling any additional instruction time, shall consult with the LEA Executive Committee.