

6-14-67

Lakeview
6-6-67
Battle Creek
4

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

PROFESSIONAL NEGOTIATIONS AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE LAKEVIEW SCHOOL DISTRICT
AND THE
LAKEVIEW EDUCATION ASSOCIATION

Lakeview School District
(Calhoun County)

MEA
1216 Nordale
East Lansing, Mich.
48823

TEACHER'S CODE OF ETHICS

We, professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

PROFESSIONAL ORGANIZATIONS

America's teachers must take a stand and show their faith in the teaching of boys and girls by adhering loyally to the professionalization of teaching. This calls for strong active membership in those organizations that can help teaching become a prominent profession.

TABLE OF CONTENTS

		PAGE
ARTICLE I	RECOGNITION	1
ARTICLE II	BOARD OF EDUCATION RIGHTS	2
ARTICLE III	PROFESSIONAL RIGHTS AND RESPONSIBILITIES PROCEDURES	3
ARTICLE IV	LEAVES OF ABSENCE	6
	Sick Leave	6
	Workmen's Compensation Leave	6
	Personal Leaves	6
	Professional Business Leave	6
	Funeral Leave	7
	Maternity Leaves	7
	Political Leave	7
	Jury Duty Leave	7
	Military Leave	8
ARTICLE V	RETIREMENT	8
ARTICLE VI	NEGOTIATIONS PROCEDURES	8
ARTICLE VII	TEACHING CONDITIONS	9
ARTICLE VIII	FACULTY-ADMINISTRATION-BOARD OF EDUCATION COMMUNICATIONS	10
ARTICLE IX	TENURE AND THE TENURE COMMISSION	10
ARTICLE X	INSERVICE TRAINING AND CREDIT	12
ARTICLE XI	PROFESSIONAL COMPENSATION	13
	Salary Schedule	14
ARTICLE XII	EMPLOYMENT & TRANSFER	14
ARTICLE XIII	DISMISSAL	15
ARTICLE XIV	CONFERENCES	15
ARTICLE XV	CERTIFICATION	15
ARTICLE XVI	HEALTH EXAMINATIONS	15
ARTICLE XVII	EXPENSE REIMBURSEMENT	16
ARTICLE XVIII	STAFF WORKSHOPS	16

TABLE OF CONTENTS

(Continued)

ARTICLE XIX	PAYROLL DEDUCTIONS	16
ARTICLE XX	INSURANCES	17
ARTICLE XXI	PAYROLL SELECTION	17
ARTICLE XXII	LONGEVITY	17
ARTICLE XXIII	PROFESSIONAL STUDIES COMMITTEE	18
ARTICLE XXIV	SCHOOL CALENDAR 1966-67	19
ARTICLE XXV	SEVERABILITY	20
ARTICLE XXVI	DURATION OF AGREEMENT	20

AGREEMENT

This agreement entered into this _____ day of _____ 1966, by and between the Board of Education of the Lakeview School District, hereinafter called the "Board", and the Lakeview Education Association, hereinafter called the "Association".

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Lakeview School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

WHEREAS, the parties have a mutual statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Lakeview Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, department heads, and guidance personnel. This includes all "special interest" groups within the bargaining unit, unless specifically stated otherwise. Excluded are supervisory and administrative personnel, office, clerical, custodial, maintenance, plant and cafeteria employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

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

ARTICLE II

Board Of Education Rights

The Board of Education has responsibilities to its professional staff. It is the responsibility of the Board to establish policies which will enable the professional staff to give its best efforts to the job at hand, namely, the education of children. It means recognition and appreciation of good work; it means a salary plan which provides growth; an atmosphere of good will and esprit de corps; it means enactment of policies which provide for reasonably certain employment over a period of time; retirement; sick leave; financial incentive to improve professionally; and leave of absence for self and professional improvement.

Since the Board of Education is charged with responsibilities, it also has rights:

- (a) The Board of Education has the right to expect that teachers have been reasonably well prepared in their pre-service education for the specific assignment given them, and that they intend to grow in service.
- (b) The Board of Education has the right to expect teachers to be physically fit to teach.
- (c) The Board of Education has the right to expect teachers to eliminate absenteeism except for illness, accident, disease or emergencies which really necessitate absence.
- (d) The Board of Education has the right to expect the teachers will be competent to perform the tasks assigned to them. To this end the Board of Education employs administrative staff to help teachers better perform the duties expected of them.
- (e) The Board of Education has the right to expect that teachers will keep abreast of theory and practice in education in general and in their teaching fields in particular just as people have a right to expect that physicians will continually study the latest development in medical science.
- (f) The Board of Education has the right to expect teachers to assume responsibilities of leadership in working with fellow teachers, other employees, board members, and people of the community in attacking problems of education and of young people.

ARTICLE III

Professional Rights And Responsibilities Procedures

A. It is contemplated that from time to time there may be complaints of common concern to both parties. These concerns may arise from provisions of this Agreement or may arise from any existing rule, order or regulation of the Board of Education, or any other provision of law. It is the desire of both parties to settle any complaint at the earliest stage possible and to do so in a professional manner. Complaints shall be resolved in accordance with the procedures hereinafter set forth in this Article. Nothing contained in any part of this Article III shall be construed as limiting the right of any teacher(s) who feel they have a complaint, to discuss the matter informally with any appropriate member of the administration, either before, during or after they have initiated proceedings under this Article.

B. If any teacher has a complaint regarding any condition of employment, such complaint shall be dealt with through the provisions here of unless it is covered by the Michigan Tenure Act.

C. Definitions

(a) Association Representative shall be abbreviated herein as (AR) and shall be those people duly elected by the Association for the purpose of handling teacher complaints at "Level One" and "Level Two" hereunder.

(b) Professional Problems Committee shall be abbreviated herein as (PPC) and shall be that Committee designated by the Association for the purpose of handling teacher complaints at various levels hereunder.

(c) Professional Negotiating Team shall be abbreviated herein as (PN Team) and shall be that group designated by the Association for the purpose of bargaining collectively with the administration and handling teacher complaints at various levels hereunder.

D. All complaints, other than tenure, shall be adjusted through the following procedures:

(a) Level One

(1) An individual teacher or a group of teachers within one (1) building who feel they have a complaint may submit same in writing to the Association Representative (AR). If after due deliberation the AR feels there is a justifiable complaint, then the complaining teacher(s) shall proceed to "Level 2" below. If the AR advises that in his opinion a complaint does not exist, the teacher(s) may appeal to the Professional Problems Committee (PPC), which committee shall then make a redetermination as to whether a justifiable complaint exists. The AR and the PPC shall each respectively have five (5) school days within which to make their decision.

(2) A group of teachers from more than one school building who feel they have a complaint, may file same in writing with the Professional Problems Committee (PPC), which committee shall have five school days (5) within which to decide whether they believe a justifiable complaint does exist. If it is decided that a justifiable complaint does exist, the teachers shall proceed directly to "Level 3".

(3) If it is decided that there is no justifiable complaint at this level, then the teacher or teachers may continue on their own initiative without Association approval.

(b) Level Two

The complaining teacher(s) shall discuss the complaint with the building principal, either individually or in the presence of the AR, with the objective of resolving the matter informally. The building principal shall make his decision within five school days (5) after first receiving the complaint. If the complaint has not been resolved to the satisfaction of the AR at this point, he shall then file the written complaint with the PPC within three school days (3) from the principal's decision. The PPC shall have five school days (5) within which to reconsider the principal's decision. If the PPC decides that the principal's decision was just, they shall so notify the AR and the teacher(s) involved and the teacher(s) may then continue on their own initiative without Association support. If the PPC thinks the principal's decision was not just, then the PPC shall move the matter to "Level 3".

(c) Level Three

The PPC, after consulting with the AR and the teacher(s) involved, shall refer the complaint in writing to the Superintendent of Schools. If it is obvious that the Superintendent cannot process the complaint within five school days, (5) it will immediately be taken under consideration by the Assistant Superintendent, acting on behalf of the Superintendent. Representatives of the PPC, representatives of the Professional Negotiating (PN) Team and the teacher(s) involved, shall meet with the superintendent to attempt to resolve the matter on a mutually satisfactory basis. This group shall have five school days (5) within which to reach a decision, unless this period of time is extended by mutual agreement. If not so resolved, the matter shall be moved to "Level 4".

(d) Level Four

The matter shall be considered at Level 4 by a Board of Review, consisting of not less than a quorum of the Board of Education meeting together with representatives of the PPC and representatives of the PN Team, who shall attempt to resolve the complaint on a mutually satisfactory basis. This group shall have five school days (5) within which to reach a decision, unless this period is extended by mutual agreement.

(e) Level Five

Any complaint not resolved at "Level Four" shall be resolved by one of the following approaches:

(1) The parties may, by mutual agreement, submit the matter to a three (3) member arbitration panel, which panel shall arbitrate the matter with the parties. The Board of Education and the Association shall each choose one panel member and those two (2) members shall choose the third member.

(2) The parties may, by mutual agreement, submit the matter to the state Board of Reference of the Michigan Education Association to be resolved by such Board.

(3) Decision rendered under the above two items shall only be binding if same is mutually agreed upon in advance.

(4) If the parties cannot mutually agree upon resolving the matter under Section 1 or 2 above, then either party may, after the expiration of five school days (5) from the time the complaint reached "Level Five" call upon the State Labor Mediation Board to mediate the dispute between the parties regarding the complaint.

E. The parties hereto agree that these proceedings shall be kept as confidential as may be appropriate at any level.

F. Any complaint filed on or after the first day of June, shall, if practicable, be resolved prior to the beginning of the following school year. In this case the term school days shall be defined to include all days of the week other than Saturday, Sunday and legal holidays and is not restricted to working school days.

G. Any party in interest may be present at meetings at Level Four or Level Five of the procedure upon notification to either the Association or the Board. A "party in interest" is a teacher filing a complaint and also any person or persons who might be required to take action or against whom action may be taken in order to resolve the complaint.

H. In the event the parties resort to arbitration, fees and expenses of the arbiter shall be shared by both parties.

I. When a complaint under these proceedings is resolved in favor of the teacher(s), the Board of Education shall make full reimbursement to that teacher of any wages, benefits or other monies or professional advantage that was lost, if any.

ARTICLE IV

Leaves of Absence

A. Sick Leave

All teachers under contract employed by the Lakeview School District will be allowed ten (10) days sick leave with full pay, per school year. This sick leave 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 One Hundred Ten (110) days at any one time. The superintendent can, at his discretion and the school's expense order a medical report or a physicians examination concerning the health of a teacher who uses paid sick leave.

B. Workmen's Compensation Leave

Any teacher whose absence because of an injury or disease sustained or contracted during the course of his employment by the Lakeview School District and which is compensable under the Michigan Workmen's Compensation Law shall receive sick leave pay of the difference between the workmen's compensation benefit and his regular salary for the duration of the illness, but not to exceed one (1) full school year, and this shall not be counted against his sick leave as provided under section A. above.

C. Personal Leaves

The superintendent may, in his discretion, grant personal leaves of absence with pay to attend to urgent business that can only be transacted during the school day for the number of days he deems reasonable for the following purposes: court subpoena, religious observance, death of a friend or relative not covered in funeral leave, moving, and other matters of an emergency nature.

D. Professional Business Leave

A teacher shall not be regarded as absent from work during any period while he is engaged in professional business related to education, provided he has obtained authorization for such leave from the superintendent. Examples of such professional business are: visiting days to other schools, professional conventions, conferences or meetings and speaking engagements involving education. The superintendent shall specify in advance whether he will approve the reimbursement of all or part or none of the business expenses occasioned by such professional business.

E. Funeral Leave

A teacher may take up to five (5) days per year of leave time with pay for attendance of funerals of members of his immediate family. This is interpreted to mean the teacher's father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, grandmother, grandfather, loco parentis, or a dependent of the immediate household.

F. Maternity Leaves

The teacher shall notify the superintendent in writing as soon as pregnancy is determined. This information must be verified by a written medical report as soon as available. The following leave policy shall apply on maternity:

(a) A teacher who has satisfactorily completed her probationary period in the Lakeview School System may request a leave of absence in lieu of termination of service.

(b) Candidates for maternity leave must terminate their services no later than the close of the fifth (5th) month of pregnancy, except as otherwise provided herein.

(c) Termination may be earlier if deemed advisable in the opinion of the administration and the doctor.

(d) If a qualified replacement is not available, the teacher may continue on a day to day basis at the discretion of the superintendent.

(e) The leave shall be granted without pay for a period not to exceed two (2) semesters beyond the semester or the summer vacation period in which the leave becomes effective.

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 probationary period in the Lakeview System, to campaign for and/or serve in a public office.

H. Jury Duty Leave

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 regular salary for the period served.

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 Federal Law. During any period of compulsory service the teacher shall be credited as though he has taught during the school years involved in the Lakeview System for purposes of advancement on the salary schedule and accumulating sick leave allowances only. The Board of Education may grant or withhold such advancement and allowances in its discretion during any period of non-compulsory military service.

ARTICLE V

Retirement

A teacher shall retire at the end of the school year during which he attains age 65. However, if the teacher requests continuation in the school system, the Board of Education shall have the discretionary power to retain him if it appears in the best interest of the school district. Such request must be accompanied by a physical examination request completed by a medical doctor approved by the board. Any teacher commencing to teach the school year following the year when he attained age 65 shall not be allowed any previously accumulated sick leave, but will be allowed the amount of sick leave granted other teachers per school year, and these sick days may accumulate until termination of service. The Board of Education in its discretion may grant additional sick leave, if needed.

ARTICLE VI

Negotiations Procedures

A. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and therefore, agree that negotiations will not be reopened on any item in their agreement, whether contained herein or not, during the life of this Agreement unless by mutual agreement between the parties.

B. It is understood that final agreement on all matters negotiated is subject to ratification by the Lakeview Education Association and the Lakeview School Board. Each party shall have the authority to select its own representatives. The representatives of each party have authority to make proposals, consider proposals and make concessions in the course of negotiating or bargaining subject only to such ultimate ratification.

C. The Association is to have full access to public information held by the school district which it deems pertinent to the negotiations.

D. To insure bargaining in good faith by both parties, once the negotiations are started, the sessions will be strictly private and confidential.

E. Meetings will be in the Guidance Conference Room at the Lakeview High School, unless otherwise agreed upon by the parties. Meetings will be at a time mutually agreed. Cancellation, termination of meetings, or additional meetings will be determined by both parties.

F. At each session the spokesman of each party shall be identified and all questions directed through the spokeman.

G. As points of negotiation are mutually agreed, they will be initialed by each spokesman. This agreement is tentative, subject to further review and final approval at the termination of the negotiations and ratification by the Association and the Board of Education.

H. The membership of each negotiating group may adjourn for a caucus at any time during the negotiating session, for a mutually agreed length of time.

I. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE VII

Teaching Conditions

A. The parties realize that teaching loads are not in keeping with some professional recommendations. However, in consideration of present facilities and finances the parties will make a continued effort to improve teaching loads, recognizing that pupil teacher ratio is an important aspect of an effective educational program.

B. It is desirable that all teachers have a planning period during the school day; however, consideration must be given to the length of the teaching day, and the length of the noon hour as factors deserving attention as changes are considered.

C. Released time during the school day will be provided for elementary teachers from the following sources:

- (a) Physical education classes
- (b) Vocal music classes

- (c) Recess
- (d) Library

ARTICLE VIII

Faculty-Administration-Board of Education Communications

The members of the Board of Education believe that a superior educational program can be assured only through the continuing joint effort of the Board of Education, the Administration, and the teachers.

Accordingly, it is the policy of the Board acting through the superintendent, to encourage participation by the teachers in planning both the content and method of Lakeview School Districts educational program. It is the further policy of the Board to make itself available to individual teachers and to groups of teachers, if after the regular channels of communication have been followed it appears that their viewpoints respecting the significant elements of the educational program are not being adequately presented to the Board of Education by the Administration.

ARTICLE IX

Tenure And The Tenure Commission

A. Tenure - All school districts in the state of Michigan are now tenure districts. A copy of the tenure law may be found in each Principal's office. All new teachers, including those coming from another school district, regardless of prior tenure status, may be required at the option of the Board to serve a one year probation period in the Lakeview School District.

B. The Lakeview School District Tenure Commission shall consist of six members; two members of the school administration, one representative for the Board of Education, three tenure teachers from the following areas, one from the High School, one from Junior High School, and one from the Elementary School.

The two members of the school administration shall be the Superintendent (or the Assistant Superintendent if so delegated by the Superintendent) and a second member of the school administration appointed by the Superintendent. The three teachers shall be elected by the Lakeview Education Association Board of Directors, for a term of three years.* These terms shall overlap in such a way so that only one teacher shall be elected each year thereafter.

* The work years, or year is designated herein the same as the school fiscal year July 1 to June 30

The teacher serving in the final year of his term shall be the Chairman of the Commission. A Vice-Chairman and a Secretary shall be elected by the Commission at the first meeting of the year to serve for that year.

- (a) It will be the duty of this commission to meet upon the request of the school board, any member of the school administration, or any teacher in regard to problems dealing with tenure.
- (b) Decisions shall be made by a majority vote of the total membership of the commission; i.e. by four of the six members.
- (c) All decisions made by the commission are in the form of recommendations to the Board of Education.

C. BUILDING TENURE ADVISORS: The building tenure advisor shall be elected in the spring of each year by the building tenure teachers to serve for the following year.

- (a) This advisor shall act as a liaison between the tenure assistants and the building principal.
- (b) This advisor shall work with tenure assistants to be sure that the probationary teachers have proper guidance and supervision.

D. TENURE ASSISTANTS: Each probationary teacher shall have a tenure assistant. The assistant shall be a tenure teacher appointed by the building principal, and if possible the assistant should be a member of the same department or grade level as the probationary teacher. No teacher shall be required to accept this appointment.

- (a) The tenure assistants should meet with the new teachers during the teacher's workshop week.
- (b) The tenure assistant shall make the new teacher familiar with:
 - 1. School policies and traditions.
 - 2. School routines.
 - 3. Tenure procedures.
 - 4. Educational and Professional Organizations.
- (c) The tenure assistant shall meet with the probationary teacher when necessary and give suggestions when appropriate.

E. EVALUATION: Evaluation of each probationary teacher shall be made at least twice a year before March 1st. An evaluation shall be made of each tenure teacher at least once a year before March 15th.

The evaluation shall be made by the building principal. The principal may seek the assistance of the assistant principal, department chairman, or building tenure advisors in making this evaluation. A written summary of evaluation shall be prepared in triplicate. One copy shall be given to the teacher being evaluated, the second shall be placed in the Principal's file and the third copy in the teacher's personnel file in the Superintendent's Office. The evaluations of the teacher involved will be made available to the Tenure Commission when a meeting is called to consider the problem involved.

F. GENERAL:

(a) Since the purpose of the commission is strictly advisory, all deliberations shall be confidential and only formal action shall be made available to those who are officially involved.

(b) Since the purpose of the tenure assistant is to help the probationary teacher, there must be complete confidence between the probationer and the assistant. Therefore, all discussions between the two must be completely confidential. Also, the tenure assistant will not participate in any evaluation of the probationary teacher.

(c) Four members shall constitute a quorum for any meeting of the tenure commission.

(d) When the evaluation summary is unsatisfactory the teacher involved may request a meeting of the commission for the purpose of discussing the issue. Recommendations on the issue by the commission, will not be made until the building principal and the building tenure advisor have been consulted.

ARTICLE X

Inservice Training And Credit

A. It is the purpose of the Board of Education and the Administration to encourage and foster the maximum professional growth for all faculty personnel. To this end several avenues for such growth are beneficial; among them are college and university courses, both on campus and extension, taken for credit or audited; workshops, and projects for local credits; travel; participation in non-local workshops, clinics and professional committee work (summer included) and such other experiences as may be approved by the administration.

B. All teachers are required to earn six credits in the four years immediately preceding September 1 of each year. Teachers with Bachelor's Degrees will be required to earn four graduate credits and two local hours for credit each four year period. The two additional hours, upon the approval of the Superintendent of Schools, may be earned in the fields of being a critic teacher, travel, etc. Teachers with Master Degrees will be required to earn two college hours and four local hours. The four additional hours, upon approval of the Superintendent of Schools, may be earned in the fields of being a critic teacher, travel, etc. Failure of the teacher to comply to this rule deprives the teacher from advancing on the salary schedule. It is expected that all course work taken by the teacher will be on the graduate level.

C. A written request to the Superintendent of Schools asking for approval of the courses taken for credit must be made before enrolling in said courses.

D. Teachers who successfully complete their work for the Master's Degree shall be placed immediately on the Master's salary schedule as soon as this fact is filed with the Superintendent.

E. Up to ten (10) years of credit on the salary schedule shall be granted a new teacher upon the recommendation of the Superintendent for that teacher's previous years of teaching service in other schools.

ARTICLE XI

Professional Compensation

A. The salaries of teachers covered by this agreement are set forth in section B. of this Article XI. Subject to the adjustments otherwise provided in this agreement, all teachers shall start at step 0 for the first year employed by the Lakeview School District and shall advance one step after each full school year taught in the Lakeview School District. Their salary shall be determined based on the step as above established and the properly proven degree and other scholastic attainments under the appropriate heading on the schedule.

B.

ARTICLE XI
LAKEVIEW SCHOOL DISTRICT
1966-1967 SALARY SCHEDULE

<u>Step</u>	<u>A.B.Degree</u>	<u>M.A.Degree</u>	<u>M.A.Deg.+ 30 Hrs.</u>
0	5400	5700	6000
1	5671	6004	6304
2	5942	6308	6608
3	6212	6612	6912
4	6483	6915	7215
5	6754	7219	7519
6	7025	7523	7823
7	7296	7827	8127
8	7567	8131	8431
9	7837	8435	8735
10	8108	8739	9039
11	8379	9042	9342
12	8650	9346	9646
13	----	9650	9950

C. Certain extra activities have been remunerated with extra pay in the past. It is understood and agreed that the extra pay for all such extra activities will not be less than was paid for the same extra activity during the 1965-1966 school year. A massive study of this extra compensation is presently being conducted by the superintendent's office and as a result of this, a new schedule will be prepared and submitted to the association not later than September 1, 1966; and when submitted, this schedule will become a part of this collective Bargaining Agreement as though incorporated herein.

D. All teachers who earn no less than six graduate semester hours during a summer school period will be paid an additional \$150.00 during the following school year to be prorated over all pay periods for the year with the regular salary.

All teachers carrying graduate credit classes during the year, such as Saturdays and evening classes, will receive \$10.00 per semester hour for these classes upon proper proof of successful completion.

ARTICLE XII

Employment & Transfer

A. In initial employment the employee should be appraised of his other assignments. Staff members should be notified of vacancies in the other schools within the district. Transfers should be made on the basis of value to both the district and the individual.

B. It should be intended that all employment and assignments for the professional staff be made in terms of specific vacancies; therefore, original assignment is a part of the employment arrangement.

C. Transfer procedures will tend to follow the same pattern

used in any filling of vacancies. When vacancies occur in any category, all staff in that category will be alerted by bulletin announcement and job description of the position. Any professional staff member desiring to be reassigned or transferred to the announced position should make written application within ten days of the posted notification to the appropriate administrator.

ARTICLE XIII

Dismissal

If it is ever necessary to close school, teachers will find the building open but are under no obligation to report for work.

ARTICLE XIV

Conferences

There are specified times for conferences in the Junior High and Elementary Schools. The Junior High School Parent-Teacher Conferences will continue as presently scheduled--one and one-half days ($1\frac{1}{2}$) per semester. Elementary Parent-Teacher Conferences will be increased from one and one-half days ($1\frac{1}{2}$) to two (2) days per semester. Additional time shall be given to Kindergarten Teachers for such conferences.

ARTICLE XV

CERTIFICATION

A. The aim of the Board is to employ only teachers who are properly certified to teach in their field in Michigan and who have registered valid certificates with the County Superintendent of Schools as required by law.

B. It is the teacher's responsibility to be positive that his certification is valid, and that it has not expired prior to the start of the school year. Teachers who are improperly certified or who do not have a certificate can penalize the school district financially.

C. All questions concerning certification must be taken care of immediately upon the start of the school year. Any teacher having questions concerning his certification, should not hesitate to contact the administrative office.

ARTICLE XVI

HEALTH EXAMINATIONS

Each teacher new to the Lakeview School System is required to provide to the school administrative offices before the opening of the school year, a record of a general physical examination including urinalysis, complete blood count, tuberculin test or chest x-ray. The record of this examination is to be provided without cost to the School District.

Effective September 1, 1968, all faculty members who have been with Lakeview Schools the previous year are required to place on file in the administrative office a record of x-ray examination or tuberculin test each two-year period taken by the Calhoun County Health Department, at no cost to the teacher, showing that he is free from tuberculosis.

ARTICLE XVII

EXPENSE REIMBURSEMENT

Teachers who use their own automobile on properly authorized school business shall be paid at the rate of ten cents (\$.10) per mile.

ARTICLE XVIII

STAFF WORKSHOPS

School shall be dismissed for one-half day each semester for the purpose of workshops which all teachers are to attend.

ARTICLE XIX

PAYROLL DEDUCTIONS

A. PROFESSIONAL DUES: Prior to September 15th of each year, or within 30 days after employment if later, teachers may sign and deliver to the Board an assignment authorizing the annual amount of membership dues of the Association (including National Education Association and the Michigan Education Association, if desired) to be deducted upon such conditions as the association and the board shall establish. Such sums shall be deducted from the regular salaries of all such teachers and remitted monthly to the association. Authorization once filed with the business office shall continue in effect until revoked by the teacher on a form available from the association and filed with the business office; provided a revocation filed after September 1st of the school year shall not be effective until the first pay check of the succeeding school year.

B. CREDIT UNION: Upon proper authorization duly signed, the Lakeview School District will deduct a stipulated amount from the teacher's pay checks and remit same to the School Employees Credit Union, 15 Frelinghuysen, Battle Creek, Michigan.

C. OTHER DEDUCTIONS: Upon proper authorization duly signed the Lakeview School District will deduct an agreed upon amount for the purchase of tax deferred annuities from the Massachusetts Mutual Insurance Company and for the premium for Hospital, Surgical, and Medical Insurances for the teacher and his dependents covered with Michigan Blue Cross, Blue Shield.

ARTICLE XX

INSURANCES

A. LIFE INSURANCE: The Lakeview School District shall without expense to the teacher provide him with term group life insurance coverage. The amount of insurance shall be \$3,000 for a teacher whose annual contracted salary is \$7,000 or less and \$2,000 for all teachers whose annual contracted salary is over \$7,000.

B. The Lakeview School District shall without expense to the teacher provide him with Blue Cross Comprehensive Hospitalization, semi-private, Rider D, insurance effective September 1, 1966. The teacher must pay for dependent coverage if he desires same and must pay for Blue Shield Surgical-Medical coverage for himself and his dependents if he desires same.

As an alternative and at the teacher's election, the Lakeview School District shall pay to the School Employees Credit Union an amount equivalent to the cost of such Blue Cross coverage provided the teacher has health insurance coverage with the Michigan Education Association.

ARTICLE XXI

PAYROLL SELECTION

A. All teachers may elect at the beginning of the school year to either receive their salary in 21 equal payments during the school year, or in 26 equal payments during the entire calendar year. In either case they will receive a pay check every other week during the specified period.

ARTICLE XXII

LONGEVITY

A. A longevity benefit in the amount of \$100.00 per annum will be granted to each teacher commencing with the 18th year of teaching experience in the Lakeview School System and for each five-year interval thereafter there will be an increase of \$100.00 per annum in this longevity benefit to a maximum benefit of \$500.00 per annum.

B. The schedule of the longevity benefit is as follows:

<u>Years of Service</u>	<u>Addition to Base Pay</u>
18 through 22	\$100.00 per annum
23 " 27	200.00 " "
28 " 32	300.00 " "
33 " 37	400.00 " "
38 and over	500.00 " "

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

ARTICLE XXIII

PROFESSIONAL STUDIES COMMITTEE

A. There is hereby established a Professional Study Committee composed of an equal number of members selected by the Board and an equal number of members selected by the Association, the number of such members is to be mutually agreed upon. The Professional Study Committee shall investigate with the aid of sub-committees the following matters and submit written reports and recommendations to the Superintendent and the Association during the first semester. The purpose of the reports and recommendations is to provide the parties with the background information needed for intelligent discussion and negotiation and the recommendations are not binding upon the parties.

B. The Committee is not restricted but shall consider the following:

- (1) Teaching loads-continued effort and study to improve pupil-teacher ratio for a more effective program.
- (2) Planning periods-should all teachers have a planning period?
- (3) Should an art program be started in the elementary school? Junior High increased?
- (4) Should our present programs in elementary music and physical education be increased?
- (5) Should staff meetings be part of the school day or an after school day function?
- (6) Should a policy be written concerning a borrowing of sick leave?
- (7) Should the policy of in-service training be revised?
- (8) Should committee meetings be held on Saturday and during the summer with extra pay?
- (9) Review committee now functioning with a possibility of consolidation.

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

ARTICLE XXIV

SCHOOL CALENDAR 1966-67

LAKEVIEW SCHOOL DISTRICT
BATTLE CREEK, MICHIGAN

MONDAY		AUGUST 29	NEW TEACHERS ONLY WORKSHOP
TUESDAY	through	AUGUST 30	} ALL FACULTY WORKSHOPS
FRIDAY		SEPTEMBER 2	
WEDNESDAY		AUGUST 31	BUSINESS-INDUSTRY-EDUCATION DAY
MONDAY		SEPTEMBER 5	LABOR DAY HOLIDAY (Buildings will be open)
TUESDAY		SEPTEMBER 6	SCHOOL OPENS
THURSDAY		OCTOBER 13	} MEA REGION # 4 MEETINGS
FRIDAY		OCTOBER 14	
WEDNESDAY	NOON through	NOVEMBER 23	} THANKSGIVING VACATION
FRIDAY		NOVEMBER 25	
MONDAY		NOVEMBER 28	SCHOOL REOPENS
WEDNESDAY	NOON through	DECEMBER 21	} CHRISTMAS VACATION
MONDAY		JANUARY 2	
TUESDAY		JANUARY 3	SCHOOL REOPENS
FRIDAY		JANUARY 27	FIRST SEMESTER ENDS (Teacher record day)
MONDAY		JANUARY 30	SECOND SEMESTER BEGINS
FRIDAY	NOON through	MARCH 24	} EASTER HOLIDAY
FRIDAY		MARCH 31	
MONDAY		APRIL 3	SCHOOL REOPENS
TUESDAY		MAY 30	MEMORIAL DAY HOLIDAY
FRIDAY		JUNE 9	SCHOOL ENDS FOR STUDENTS
WEDNESDAY	NOON	JUNE 14	SCHOOL ENDS FOR TEACHERS

NOTE: TWO FACULTY WORKSHOPS OF ONE-HALF DAY EACH WILL BE PLANNED DURING THE YEAR.

ARTICLE XXV

SEVERABILITY

A. 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 XXVI

DURATION OF AGREEMENT

A. This contract is for the 1966-67 school year and becomes effective August 29, 1966 and expires at 12:00 o'clock midnight on June 14, 1967. Negotiations for the 1967-68 contract will commence not later than 90 days prior to the expiration of this agreement.

* * * * *

In witness whereof the parties have executed this agreement by their duly authorized representatives the day and year first above written.

BOARD OF EDUCATION
LAKEVIEW SCHOOL DISTRICT

BY _____
President

AND _____
Secretary

LAKEVIEW EDUCATION ASSOCIATION

BY _____
President

AND _____
Secretary

AND _____
Professional Negotiations Chairman