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AGREEMENT

E. Lansing, Mi. 48829

THIS AGREEMENT is made and entered into this 18th day of May, 1966, by and between the Board of Education of Lakeview Community Schools, Montcalm, Mecosta and Kent Counties, Michigan, hereinafter called the "Board", and the Lakeview Education Association, hereinafter called the "Association."

**LABOR AND INDUSTRIAL  
RELATIONS LIBRARY**

ARTICLE I

GENERAL

**Michigan State University**

1. This Agreement is negotiated under Act 379 of the Michigan Public Acts of 1965, in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the Association in order that the cause of public education may be best served in the school district which should provide quality education for the children.

2. This Agreement shall constitute the complete and only statement of contractual relationship between the Board and the Association. The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.

Because it is recognized that the teaching profession is particularly qualified with regards to education, it is acknowledged that the teachers may assist but not determine formulating policies and programs designed to improve education standards.

3. Subject to the provisions of Public Act 379, as the same may be amended, the Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

Lakeview Ed. Assoc.  
(Montcalm, Mecosta & Kent Counties)

The Board recognizes the right of the Association to seek assistance, as a last resort, of the State Labor Mediation Board or other mutually agreeable mediator. Except for such negotiations under Public Act 379, however, the Board shall be free to communicate with teachers or their representatives, or any other persons, individually or by group, for whatever purpose the Board may deem desirable in the discharge of its responsibilities. 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 AND TEACHER RIGHTS

1. Despite reference herein to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon written request official minutes or certificate of resolutions of authority so to act.
2. Nothing in this Agreement which changes pre-existing Board policy, rules or regulations, written or otherwise promulgated, shall operate retroactively unless expressly so stated.
3. The Board, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred

upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right:

(a) to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees without infringement of individual rights.

(b) to construct, acquire and maintain school buildings and equipment.

(c) to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to assign, transfer, promote, and supervise all such employees and to establish and revise rules pertaining to the conduct of employees if possible with mutual agreement of all parties involved. At anytime of disciplining, a teacher may request a representative of the Association to accompany him and no action is to be taken until the representative is there.

(d) to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature in cooperation with the teacher or department involved.

(e) to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers (as much as possible in accordance with preparation and interest) and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

(f) The Board agrees to furnish the Association any information as required by law.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The provisions of this Agreement shall not be construed to deny or restrict any employee rights established under the Michigan General School Laws or any other laws or regulations.

ARTICLE III

RECOGNITION

1. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for all certificated professional employees (hereinafter generally called "Teachers"), below the ranks of superintendent and principal, under contract with the Board and to the extent required by Act 379.

ARTICLE IV

NEGOTIATIONS

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the

exercise of that right and opportunity are set forth in this agreement.

2. It is recognized that no final agreement between the parties may be executed without the ratification by a majority of the Board of Education and by a majority of the members of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.

3. Before March 1st prior to expiration of this agreement the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

#### ARTICLE V

#### DUES DEDUCTION

1. The Board agrees to deduct from teachers' salaries dues for the Michigan Education Association and the National Education Association, as the teachers individually and voluntarily authorize the Board to deduct, and to transmit the amount so authorized to the proper association.

2. Upon written request, each of the aforementioned organizations shall certify to the Board in writing the current rate of its membership dues. Any organization which shall change the rate of its membership dues shall give the Board thirty (30) days' written notice prior to the effective date of such change.

3. Each teacher who desires to authorize such deductions shall file with the Board a signed and dated "Dues Authorization Card"

containing the following: Name and address of teacher, name of the organization or organizations whose dues are to be deducted, a statement authorizing the Board to deduct from his monthly earnings and to remit to the Association an amount of money equal to the dues required for membership in the organization or organizations so specified, a waiver of all right and claim against the Board, and the Officers and Agents thereof, for monies deducted and remitted in accordance with said authorization and an agreement that such deductions and remittances shall continue as so authorized for the balance of the school year and for succeeding school years unless and until such teacher notifies the Board in writing of his desire to discontinue or to change such authorization, said notice to be given at least one (1) month in advance of the effective date of such discontinuance or change.

4. Deductions shall be made in approximately equal monthly amounts. The Board shall not be required to honor for any months' deduction any authorizations that are delivered to the Board later than thirty (30) days prior to the distribution of the payroll from which the deductions are to be made.

5. No later than September 30 of each year, the Board shall provide the Association with a list of those employees who have authorized dues deductions. The Board shall provide the Association monthly with any additions to or deductions from such list.

6. When an employee does not have sufficient money due him after deductions have been made as authorized by the employee or required by law, Association dues for that month will be collected by the Association directly from the employee.

7. The Association agrees to save the Board harmless from any action growing out of these deductions and commenced by any teacher against the Board and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Association.

8. Nothing contained herein shall be construed to deny or restrict any teacher or the Board in the exercise of any rights the teacher or the Board may have under the Michigan General School Laws or applicable laws and regulations of the State of Michigan.

#### ARTICLE VI

#### PROFESSIONAL COMPENSATION

The Currently contracted salaries shall be maintained until September 1, 1966. The schedule for the school year beginning September 1966, shall be as set forth in Appendix A which is attached to and expressly made a part of this Agreement.

1. The Board reserves the right in special cases, with the written approval of the Association which shall not be unreasonably withheld, to pay increments to teachers in order to employ in the district teachers to fill special needs who would not otherwise be available.

2. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

3. The extent of the school day shall be spelled out in Board policy.

4. The work year of teachers (other than new personnel who may be required to attend additional orientation sessions) shall begin not more than three (3) days prior to the opening of school on September \_\_, 1966 and terminate not more than three (3) days after the close of school on June \_\_\_\_\_, 1967.

5. The Board agrees to strive for class loads of thirty (30) or less except in special classroom situations and will make every effort to provide room and time for consultations and preparation for teachers.

#### ARTICLE VII

##### VACANCIES AND PROMOTIONS

1. The Board shall post for at least 15 days in the school building any vacancy occurring in the school system.

2. Whenever a teacher is interested in being considered for assignment to any professional position in the District, he may file a written notice of his interest with the Superintendent. Before any such vacancy is filled, the qualifications of each teacher who has filed a notice of interest therein shall be reviewed.

3. Consistent with the parties' basic purpose of providing a quality education for the children of the District, such vacancy shall be filled by the Board with the best qualified person available as determined by the Board in the exercise of its sole judgment and discretion.



ARTICLE VIII

TRANSFERS

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

2. Any teacher who is transferred to a supervisory or executive position and shall later return to teacher status, shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

3. Refer to Article VII for Vacancies.

ARTICLE IX

TEACHER EVALUATION

Each teacher shall have the right upon request to review the materials placed in his files by the Lakeview Community School District. A representative of the Association may be requested to accompany the teacher in such review. Monitoring and observation of teachers shall be carried on openly.

ARTICLE X

LEAVE PAY

1. All teachers unable to teach because of sickness or accident shall be granted ten (10) days of sick leave per year with the unused portion being accumulative to fifty (50) days.

2. Absence from duty not to exceed three (3) days per year may be granted after application has been made to the Superintendent

of Schools for the following reasons. This leave is included in the 10 days per year. (a) Illness in the immediate family, (b) Death in the immediate family. (Immediate family shall be interpreted as: father, mother, wife, husband, child, sister, brother, or dependent of immediate household residence).

3. Personal leave is included in the ten (10) days per year. Any full time personnel regularly employed by the Board shall be granted two (2) days leave per year to transact personal business, which is of urgent nature and cannot be transacted at another time providing arrangements for such leave are made at least 48 hours in advance with the Administration.

4. First year employees shall be eligible for combined leave at the rate of one half ( $\frac{1}{2}$ ) the annual leave allowance during the first one half ( $\frac{1}{2}$ ) of their year employment, and the remainder of their year's allowance during the second half of the year.

5. The Board reserves the right to require a doctors written statement as evidence of illness.

6. The Superintendent shall certify to the legitimacy of a claim for compensation for absence.

7. Misuse of sick leave privileges will be penalized with loss of like amount of sick leave time or other disciplinary action.

8. A full days pay  $\frac{1}{180}$  of contracted salary will be deducted for days taken other than approved as "personal" or "sick leave".

9. Each teacher shall contribute one (1) day of his sick leave to a Bank which may be given to a teacher in a hardship case by the Association.

ARTICLE XI

LEAVES OF ABSENCE

1. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for one (1) year, subject to renewal at the will of the Board. Upon return from such leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if either are available, provided always that the teacher is able to perform the duties required by the position.

2. Maternity leaves of absence without pay shall normally begin no later than the sixth month of pregnancy, provided that when such time occurs within one (1) month of the end of the semester, the teacher may be permitted to complete the semester, and provided that if such time occurs before the middle of the semester and the Board feels it would have difficulty in finding a replacement at mid-semester, such leave of absence will begin at the end of the preceding semester. The teacher shall furnish a written statement from her doctor indicating the estimated date of confinement and showing her ability to perform her regular duties to the beginning of her leave. The teacher shall be entitled to return from leave within one (1) year at any time a vacancy for which she qualifies exists, at the salary level she was on when such leave began, provided that such leave may be extended by the Board if requested in writing by the teacher. If a replacement cannot be found the teacher would be kept on at a day to day basis.

3. A leave of absence may be granted, on recommendation of the Superintendent of Schools for a period not to exceed one (1) year to

any employee having successfully completed the probationary period. The time period is subject to renewal at the will of the Board following written request by the teacher. Requests must be made before termination of the leave and shall not exceed one year for each renewal.

4. Unless otherwise specified, a leave of absence when granted by the Board of Education shall:

(a) Entitle the employee to return to employment in the first vacant position for which, in the opinion of the Superintendent of Schools, he is qualified. This reemployment privilege shall extend for not more than two years following the date of termination of the leave of absence. A refusal of offered employment during this two year period shall immediately end this privilege.

(b) Not entitle the employee to accrual of sick leave.

(c) Not entitle the employee to advancement on schedule for the time away from actual employment unless pre-arranged with the Superintendent of Schools.

5. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system.

## ARTICLE XII

### CONTRACTS

It is agreed that the provisions of individual contracts shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of

*Violates tenure law*

the State of Michigan, and the Constitution and laws of the United States. Not later than fourteen (14) days after receipt of the contract on April 15th by the teacher, he shall endorse his acceptance upon one (1) copy of the individual contract and return it to the Board, provided that the time in which a teacher may return a signed contract may be extended by the Board to May 1 upon making written request within such fourteen (14) days. An attempt will be made to inform teachers of specific assignments.

### ARTICLE XIII

#### GRIEVANCE PROCEDURE

1. A "grievance" is hereby defined to mean a dispute, claim or complaint arising under and during the term of this Agreement.

Grievances may be filed by the Association, by a teacher or group of teachers, or by the Board.

2. The grievance procedure affords the sole and exclusive remedy for complaints and grievances under the agreement, and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment.

3. No grievances shall be made, filed or processed based on facts or events which have occurred and/or became known to the grievance(s) prior to five (5) days before the grievance is filed, or reasonably should have been known.

4. Grievances shall be processed from one step to the next in the grievance procedure within the time limits prescribed. Any grievance upon which an appeal is not taken within the time limits

prescribed, shall be closed upon the basis of the action last taken by the party against whom the complaint was filed.

5. Step 1. The Association, any teacher or group of teachers or the Board believing that there has been a misinterpretation or misapplication of any provision of this Agreement shall within five (5) days after the occurrence of the event giving rise to the grievance, or it became known to the grievant(s) or reasonably should have been known, shall first discuss the matter and seek informal adjustment of the same with the principal of the building in the case of complaint by the Association, a teacher or group of teachers, and with the Association's school representative in the case of complaint by the Board.

6. Step 2. In the event the matter is not resolved informally under Step 1, the grievance shall be reduced to writing, signed by the grievant(s) and lodged with or submitted to the Superintendent in the case of complaint by the Association, a teacher or the group of teachers, or the Association's school representative in case of complaint by the Board. Within five (5) days thereafter a meeting shall be held to resolve the grievance. If such meeting does not resolve the grievance, the Superintendent, or the Association's school representative, as the case may be, shall answer the grievance in writing and the written grievance and written answer thereto shall be transmitted by the Superintendent to the Board in case of complaint by the Association, a teacher or group of teachers, and by the Association's school representative to the governing body of the Association in case of complaint by the Board.

7. Step 3. At its next regular meeting or at any special meeting duly called therefor, the Board or the governing body of the Association

shall receive the grievance. The Board or governing body of the Association, as the case may be, may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or may prescribe such other procedure it deems appropriate for consideration of the grievance; provided, however, that in no event, except with the express written consent of the complaining party, shall final determination of the grievance be made more than thirty (30) days after the first meeting at which time it was received.

8. Step 4. If the grievance is not satisfactorily adjusted, the grievance may be submitted by the Association or the Board to arbitration under Act 379 of the Michigan Public Acts of 1965.

#### ARTICLE XIV

##### NO INTERRUPTION OF EDUCATION

The Association recognizes that strikes (as defined by Section I of Public Acts 336 of 1947, as amended, of Michigan) by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE XV

MISCELLANEOUS PROVISIONS

1. The Association shall be provided a bulletin board in each school for the posting of notices and other materials. All materials posted must relate to the official business of the Association, such as notices of meetings and social events, announcement of the results of employee meetings or elections, and the like, and be signed by either the President or the Secretary of the Association and approved by the school principal or the Superintendent before posting. Approval of the school administrator will not be unreasonably withheld.

2. The Association shall have the right to use the school building facilities, at reasonable times and intervals, for Association meetings before or after regular class hours. Such meetings shall not be conducted in a place, or at a time, which might interfere with school activities, including extracurricular activities conducted after regular class hours. Prior notification of intent to hold a meeting shall be given and the administration shall designate the room in which the meeting is to be held.

3. If any provision of this Agreement or any application of the Agreement to any teacher in the bargaining unit is held by a court of final jurisdiction to be illegal or unlawful, the same shall not affect or impair the validity of any other provision contained in this Agreement.



ARTICLE XV

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of May 18, 1966, and shall continue in full force and effect until the first day of July, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

BOARD OF EDUCATION  
LAKEVIEW COMMUNITY SCHOOLS

By \_\_\_\_\_  
Its President

and By \_\_\_\_\_  
Its Secretary

LAKEVIEW EDUCATION ASSOCIATION

By \_\_\_\_\_  
Its President

and By \_\_\_\_\_  
Its Secretary