

AGREEMENT

1970-72 LAKEVIEW 9/7/72

This Agreement is made and entered into this _____ day of _____, 1970, 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".

ARTICLE I

GENERAL

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 and other administrators under contract with the Board and to the extent required by Act 379.

2. This agreement is negotiated under Act 379 of the Michigan Public Acts of 1965, in order to fix for its term the salaries and other conditions of employment provided herein.

3. 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.

Lakeview Community Schools Board of Education (Montcalm, Mecosta & Kent Counties)

**LABOR AND INDUSTRIAL
RELATIONS LIBRARY**

Michigan State University

MEA
1216 KENDALE
E. LANSING, MI 48823

170 - 7/1/72

4. Because it is recognized that the teaching profession is particularly qualified with regards to education, it is acknowledged that the teachers should be consulted and may assist but not determine formulating policies and programs designed to improved education standards prior to adoption and or general publication.

5. 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. The Board recognizes the right of the Association to seek assistance 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 lawful 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. The Board of Education retains unto itself "all powers, rights, authority, duties and responsibilities conferred upon it by the laws and Constitution of the State of Michigan and the United States" and that the

contract limits such powers, rights, authority, duties and responsibilities only to the extent such limitations "are in conformance with the Constitution and laws of the State of Michigan, and of the United States".

2. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws.

3. Nothing in this Agreement which changed pre-existing Board policy rules or regulations, written or otherwise promulgated, shall operate retroactively unless expressly so stated.

ARTICLE III

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 the Board of Education and by 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 IV

DEDUCTIONS

The Board of Education agrees to deduct from teachers salaries, dues for the L. E. A., M. E. A., N. E. A., amounts deposited to the Montcalm Public Employees Credit Union, Annuities, and insurance, as the teacher individually and voluntarily authorize in writing, to the Association prior to September 23, which shall be transmitted to the board prior to October 1.

The M. E. A.-N. E. A. dues shall be deducted in ten equal monthly installments, October -July. The L. E. A. dues shall be deducted in a lump sum on the first payday of October.

ARTICLE V

PROFESSIONAL COMPENSATION

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. The salary of the substitute teacher will be shared jointly by the Board of Education and the Association.

3. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave 20 minutes after close of the pupils' regular school day. At least ten (10) minutes before classes begin all teachers should be in their classroom area in the morning and afternoon session. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day. Any exceptions shall be cleared with the building principal.

3A. All staff shall have at least a 35 minute duty free lunch period.

4. School Calendar for the 1970-71 school year appears on Appendix D.

5. The Board of Education will provide room and time for consultations and preparation for teachers and will assign teachers as much as possible in accordance with preparation and interest.

6. The Board of Education agrees to provide teacher aides, playground supervision and as much duty free lunch as possible.

ARTICLE VI

VACANCIES AND PROMOTIONS

1. The board shall inform the president of the Association in writing of vacancies occurring on a professional level with a job description as detailed as possible. Such vacancies shall be posted for 15 days prior to filling the job. However in circumstances where this period could prevent successful inception of a program, the Association agrees to wave the waiting period provided all possible applicants have been notified.

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 VII

TRANSFERS

1. Since the frequent transfer 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 the Agreement prior to such transfer to supervisory or executive status.

3. Refer to Article VI for Vacancies.

ARTICLE VIII

TEACHER EVALUATION

Each teacher shall have the right upon request to review the materials placed in his files by the Lakeview Community Schools 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 IX

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 unlimited.
2. Absence from duty not to exceed three (3) days per year shall 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 resident.) The Superintendent of Schools shall have discretionary powers in interpretation of this section.
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 Administration

if possible. Personal business shall be defined as:

- (a) Activities of legal nature which require the presence of the individual.
- (b) Activities of an urgent nature the absence from which would cause the individual serious financial and/or personal loss.
- (c) Attendance at the funeral services of a person whose relationship to the employee is other than immediate family.
- (d) Up to 6 teacher days may be taken by designated individuals for association business approved by the association and duly delegated to these individuals. Classes and or costs for substitutes will be covered by the Association. This does not count against an individual teachers personal leave.

The items listed to serve as guidelines for the Superintendent in granting or denying a request for business leave. Requests for the extension of vacation periods, job hunting, accompanying a spouse to conventions, etc. shall not be construed as qualifying reasons for personal leave under this section.

4. First year employees shall be eligible for combined leave at the rate of one half (1/2) the annual leave allowance during the first one half (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, and will pay for, a doctors written statement as evidence of illness.

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

7. A full days pay 1/180 of contracted salary will be deducted for days taken other than approved as "personal" or "sick leave".

3. 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, caused by his personal illness, by the Association. The maximum number of days accumulated by the Bank shall not be more than three times the number of personnel represented by the Association. Each new teacher shall also contribute one (1) of their sick leave days to the Bank. If the number of accumulated Bank days become excessive, these surplus days will be returned to the members who have contributed the most days.

ARTICLE X

LEAVES OF ABSENCE

1. Any teacher whose personal illness extends beyond the period compensated under Article IX 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 fifth 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 use of sick leave will terminate at the end of the fifth month. A signed statement from her doctor with the patients estimated due date, shall be on file at the superintendent's office to determine the date of termination. 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 in writing, 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 re-employment 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 prearranged 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 XI

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 the State of Michigan, and the Constitution and laws of the United States.

ARTICLE XII

GRIEVANCE PROCEDURE

1. A "grievance" is hereby defined to mean a dispute, claim or complaint arising under and during the terms 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 the Agreement shall within five (5) days ^{at least} 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 formal 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 group of teachers, or the Association's school representative in case of complaint by the Board. Within five (5)

- Just Cause Clause

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 board of education, the aggrieved teacher and the teacher organization shall be unable to resolve any grievance, and it shall involve, an alleged violation of a specific article and section of this agreement, it may within ten (10) days after the decision of the board of education and/or Lakeview Education Association be appealed to arbitration. Such

appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education and/or Lakeview Education Association within said ten day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association.

The arbitrator so selected shall confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact reasoning, and conclusions on the issues submitted.

The arbitrator has no power to alter, modify, add to, or subtract from the provisions of this agreement. His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the board of education or the proper exercise of its judgment and discretion under law and this agreement.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

ARTICLE XIII

NO INTERRUPTION OF EDUCATION

The Association recognizes that strikes (as defined by Section I of Public Acts 336 of 1967, 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 XIV

TEACHER PROTECTION

1. Assault - Any case of assault upon a teacher which had its inception in a school centered problem shall be reported immediately in writing to the superintendent or his designated representative. In the event of such an assault, the teacher involved may request assistance of the board in such matter. These requests shall be made in writing to the superintendent. The board of education will provide legal counsel to advise the teacher of his legal rights and obligations with respect to such assault.

2. Time Lost - Time lost by a teacher in connection with any assault mentioned not compensable under workmans compensation, and for a period of not to exceed 9 months at the teacher's rate of pay at the time of assault,

shall not be charged against the teacher unless he himself is adjudged guilty of an offense by a court of competent jurisdiction.

3. Damage - If, while on duty, a teachers clothing or any of his personal property brought into the school for instruction purposes is damaged or destroyed by a student or by something not the teacher's fault, the teacher will be reimbursed by the Board - not less than \$5.00 nor more than \$200.

4. Complaint - Any complaint or request for a conference by a parent of a student directed toward a teacher, which complaint or request is considered serious by the appropriate administrator, or is to be written into the teacher's personnel file, or is to be used as a basis for reprimanding a teacher, shall be called to the teacher's attention by the person receiving the complaint or request. If any question of breach of Professional Ethics is involved the Association shall be notified.

ARTICLE XV

MISCELLANEOUS PROVISIONS

1. The Association shall be provided a bulletin board in each school for the posting of notices and other materials.

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 times, which might interfere with school activities, including extra-curricular 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.

4. Prior to school starting in September there will be notification to all personnel concerning their extra duty.

5. Teachers will make themselves available for 2 evenings per year for a scheduled school or school related activity. Teachers may expect that notification will be given 48 hours in advance of such activity.

6. Contracted salaries for both the 1970-71 and 1971-72 years will be paid retroactive to the beginning of school.

7. Calendar for the 1971-72 School Year will be set prior to June 1, 1971.

8. In the event that it shall become necessary to reduce the present staff, a committee comprised of equal members of the board, association, and administrative staffs shall make recommendations which would effect final reductions.

9. Prior to the end of the school year, all teachers, in conference with their building principals, will be given a tentative schedule or assignment for the coming year. Every effort will be made to make a firm assignment by July 2nd. Any changes thereafter shall be made only with the consent of individuals involved.

ARTICLE XVI

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of _____ and shall continue in full force and effect until the first day of July 1972. 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 Jack Stuart
Its President

and By Max Bell
Its Secretary

LAKEVIEW EDUCATION ASSOCIATION

By Michael W. Honderg
Its President

and By Leatha Lindy
Its Secretary

APPENDIX A

SALARY SCHEDULE 1970-71

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>
1	7100	7300	7600
2	7400	7600	7900
3	7700	7900	8200
4	8000	8200	8500
5	8300	8500	8800
6	8600	8800	9100
7	8900	9100	9400
8	9200	9400	9700
9	9500	9700	10,000
10	10,300	10,500	10,800
11		10,800	11,100
12		11,100	11,500

\$12.00 per month towards the cost of Health or Accident Insurance or other options outlined under MESSA or Time Insurance Program.

Longevity as follows: In the 15th year \$100, 20th year \$150, 25th year \$200, 30th year \$250. This is to be non-accumulative.

The board agrees to pay an amount of severance upon retirement from teaching the amount of \$100 plus \$10 per year of service. This is payable in the last regular pay of the teachers contract. This is for the 1970-71 school year only.

In no case shall teachers be given more than 5 years total credit for experience in other districts.

APPENDIX B

LAKEVIEW COMMUNITY SCHOOLS

SALARY SCHEDULE

1971-72

- Item 1: BA Base for 1971-72 to be the average of the seven schools listed plus \$50. The schools listed are Cedar Springs, Greenville, Central Montcalm, Montabella, Chippewa Hills, Morley Stanwood and Tri County.
- Item 2: BA Maximum for 1971-72 is to be \$3400 above the BA base with nine (9) equal increments.
- Item 3: BA plus 20 Base is \$200 above the BA schedule base.
- Item 4: BA plus 20 Maximum for 1971-72 is to be \$4,000 above the BA +20 base with ten (10) equal increments.
- Item 5: MA Base for 1971-72 is to be \$500 above the BA base.
- Item 6: MA Maximum for 1971-72 is to be \$4,200 above the MA base in ten (10) equal increments.

The Board also agrees to pay full family up to \$38 per month MESSA Super Med or Time insurance if no other insurance coverage is in force. Teachers who do not select hospitalization medical insurance will be provided \$14.60 per month per teacher to be spent on any MESSA options at the discretion of the individual teacher.

The Board agrees to pay an amount of longevity as follows: 15th thru 19th \$200, 20th thru 24th \$500, 25th thru 29th \$900, 30th year \$1400. This is years taught in the Lakeview System.

Beginning the 1971-72 school year the BA plus 18 schedule shall become BA plus 20. These hours must be graduate hours.

EXTRA DUTY ALLOWANCES

G. A. A.	\$350
Yearbook	3% base
Newspaper	3% base
F. H. A.	\$100
Student Council	\$100
F. B. L. A.	\$ 75
Library Club	\$ 50
Play, Chorus, Operetta	\$500
French Club	\$ 50
Cheerleading	\$350
Athletic Director	11% base
Counselor	\$900
Band	16% Salary
Agriculture	16% Salary
Advisors (2) 12th	\$100
Advisors (2) 11th	\$100
Advisors (2) 10th	\$ 50
Advisors (2) 9th	\$ 50
Advisors (2) 8th	\$ 30
Advisors (2) 7th	\$ 30
Advisors (2) 6th	\$ 30
Advisors (2) 5th	\$ 30

COACHING PER CENT OF BASE

FOOTBALL		BASEBALL	
Head Coach	11%	Head Coach	7%
Assistant	7%	Junior Varsity Coach	5%
Head Junior Varsity	7%		
Assistant JV	5%	TRACK	
Junior High	4%	Head Coach	7%
Junior High	4%	Assistant Varsity	4%
Junior High	4%	7th & 8th Coach	4%
BASKETBALL		SKI	
Head Coach	11%	Head Coach	4%
Junior Varsity Coach	7%		
Freshman Coach	6%	GOLF	
Junior High	5%	Head Coach	4%
Junior High	5%		
		CROSS COUNTRY	
WRESTLING		Head coach	4%
Head coach	7%		