

8-31-73

Lakeview Public Schools  
(St. Clair Shores)

\*\*\*\*\*  
 \* MASTER AGREEMENT BETWEEN \*  
 \* \*  
 \*THE LAKEVIEW EDUCATION ASSOCIATION\*  
 \* \*  
 \* AND \*  
 \* \*  
 \* THE LAKEVIEW BOARD OF EDUCATION \*  
 \*\*\*\*\*

This agreement entered into this day of \_\_\_\_\_, 1972, by and between the Board of Education of the Lakeview School District, St. Clair Shores, Michigan, hereinafter called the "Board" and the Lakeview Education Association, as associated with the MEA-NEA, hereinafter called the "Association."

Whereas the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to confirm in this agreement.

This agreement shall be effective as of September 11, 1972, and shall continue to be in effect until the 31st day of August, 1973.

Changes may be made at any time by mutual consent, and this agreement shall remain in full force and effect until terminated as herein provided.

This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless mutually agreed upon in writing by both parties.

LAKEVIEW EDUCATION ASSOCIATION

LAKEVIEW BOARD OF EDUCATION

\_\_\_\_\_  
 Date of Ratification  
 by \_\_\_\_\_  
 President  
 by \_\_\_\_\_  
 Secretary  
 by \_\_\_\_\_  
 Chairman,  
 Bargaining Committee

\_\_\_\_\_  
 Date of Ratification  
 by \_\_\_\_\_  
 President  
 by \_\_\_\_\_  
 Secretary  
 by \_\_\_\_\_  
 Chairman,  
 Bargaining Committee

Lakeview Public Schools  
 25901 East Jefferson  
 St. Clair Shores, Michigan  
 48081

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MASTER AGREEMENT

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## ARTICLE I

## NEGOTIATIONS

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as certified through appropriate statutes, for all certified teaching personnel under contract, as defined by P.S. 379, 1965. The terms "teaching personnel" or "teacher" hereinafter in the agreement, shall refer to all employees represented by the association in the bargaining unit. The Board agrees not to negotiate with any other teacher's organization, nor individual or groups of individuals for the duration of this agreement. 5
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and 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 such ultimate ratification. 10  
15
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the machinery of the State Labor Mediation Board or take any other action provided by law. 20
- D. The Superintendent of Schools and/or his representative, and the LEA President and/or his representative, may meet when they have common problems dealing with the administration of the Master Agreement. The meeting, if necessary, should be held after school hours on the last Tuesday in which school is in session of each month. These meetings are not intended to bypass the grievance procedure or the Professional Study Committee. Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss. The agenda for the meeting shall consist of those items mutually agreed upon by the parties as appropriate and pertinent. 25  
30
- E. It is mutually agreed that there is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it or heretofore otherwise properly exercised by it under the Michigan School Code Laws and Constitutions of the State of Michigan and the United States excepting such matters or things as may be expressly and in specific terms limited by the provision of this Agreement. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application 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. 35  
40
- F. Copies of the Agreement shall be mimeographed or printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- G. If either party wishes to modify or change this agreement, it shall give written notice of this affect by March 1 of the year this agreement expires. 45



## ARTICLE II

Association and Teacher Rights

- A. Pursuant to Michigan Statutes, the Board hereby agrees that every employee in this bargaining unit shall have the right to organize, join and support the Association without interference with assigned duties. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association in accordance with this agreement or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement with respect to any terms or conditions or employment. 5 10
- B. Use of Building and Mail. 15
1. The Association shall have the right to use school building facilities without charge for the purpose of conducting Association business subject to the following conditions:
    - a. No teacher shall be released from his teaching assignment to attend Association meetings. 20
    - b. Association requests for the use of such facilities shall be submitted to the appropriate administrator. Such requests shall be granted if the facility is available. 20
    - c. The Association shall pay for any additional custodial cost (that which is incurred beyond the regular custodial hours), and for any damage occurring as a result of such usage. 25
  2. A bulletin board in the teachers' lounge shall be made available to the Association and its members. Inter and intra school mail will be made available to official communications of the Association provided a copy of all written or duplicated material to be distributed widely to its membership shall be concurrently delivered to the office of the Superintendent. This shall not include copies of material for limited distribution to members of a bargaining committee unless such material is also made for general distribution. 30
 

Individual teachers may use the inter school mail system for the purpose of conducting school business. Teacher mail boxes will also be available to teachers for their use. 35
- C. The Board upon request agrees to furnish to authorized Association representatives within two school days, available information as specified in such a request. The president of the Association shall notify the Superintendent prior to October 1 as to the four positions authorized to request such available information. Original records may be examined only in the Board of Education Offices. 40
- D. Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Lakeview Education Association agrees that no strike, as defined under Act 379 of the Michigan Public Acts of 1965, will be voted, condoned, authorized or undertaken by its members within the life of this contract and that any teacher engaging in such a strike, authorized or unauthorized by the LEA, in the Lakeview District or in any of its schools will be subject to dismissal according to statutory provisions. 45 50

ARTICLE II - continued

- E. All mail addressed to an individual teacher shall be forwarded immediately to that teacher unopened. The School address should not be used for personal mail. It shall be the responsibility of the teacher to forward, without delay, any bills or forms to the Administration Building. No bill shall be incurred without the approval of the principal and Assistant Superintendent for Business. 5
- F. Teachers shall be informed of a telephone number they may call to report unavailability for work one hour prior to starting time. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Failure of the teacher to report such unavailability one hour prior may result in loss of pay for that day. 10
- G. Upon request of the teacher, through his departmental chairman (where applicable), and authorized by his building administrator, the Board shall furnish without charge, gym uniforms and tank suits for all physical education teachers, smocks for art, home economics, manual training and science teachers, and shall provide without charge, laundering service therefor. 15
- H. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees to keep the schools properly equipped and maintained. 20
- I. No religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher except that teachers shall not further political or religious convictions on school time. 25
- J. Reduction of staff.
1. Before official action on any reduction of teachers is taken by the Board, the Board will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Board. As soon as the positions to be terminated are known, a list of such positions shall be given to the Association. 30
  2. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless:
    - a. There is a decrease in the number of students enrolled in the District so as to necessitate elimination of a teaching position(s). 35
    - b. Or there is a need for a program reduction.
    - c. Or there is a need to reduce the number of teachers in a given subject area, field or program.
    - d. Or there is a need to eliminate or consolidate positions. 40
 All teachers who are to be laid off shall be notified at least forty-five calendar days prior to their date of layoff.
  3. (A layoff shall be defined as a cessation in employment due to conditions stated herein and the only right or benefit a layed off teacher shall retain shall be that of recall as specified herein.) 45
  4. Procedure.
    - a. In the event that the Board has ruled that a reduction of staff is necessary, a list shall be compiled and utilized to determine the order of layoff and recall.



ARTICLE II - continued

- b. Placement on the lists.
- (1) First, tenure teachers shall be ranked and placed on such a list.
  - (2) Second, tenure teachers on a leave of absence shall be ranked and placed on such a list. 5
  - (3) Third, probationary teachers shall be ranked and placed on such a list.
  - (4) Fourth, probationary teachers on leave shall be ranked and placed on such a list.
- c. Ranking 10
- (1) The ranking of teachers on the aforementioned list will be determined by Lakeview experience, based on the first day of teaching as a regular employed teacher, excluding that time during which the teacher is not employed by the District. Military leave shall be counted as Lakeview experience. 15
  - (2) In accordance with the ranking procedure, teachers shall be assigned an appropriate number. The lowest number shall be assigned to the tenure teacher with the greatest number of years of Lakeview experience.
  - (3) In the event that two or more teachers have the same starting date, the Board will have the final determination as to ranking. 20
  - (4) Each teacher will be notified by the Board of his numerical placement on the list.
5. Order of Layoff. 25
- Teachers with the highest number on the list shall be layed off first unless there are extenuating circumstances. Any deviation from this procedure shall be discussed with the Association.
6. The recall of teachers shall be in the inverse order of the layoff. Any laid-off teacher who has received notice of recall by certified mail shall advise the Board by certified mail of acceptance of the position within five (5) calendar days of the recall notification, as well as his availability to fill the position at the time the position becomes vacant. Failure to accept an offered position shall result in being dropped from the list. The Board may make exception in extenuating circumstances. 30
7. A laid-off teacher shall retain recall rights for one year. He shall continue to remain on the list provided he notified the Board of his availability by registered mail, prior to February 15 of each successive year. 35
8. It is recognized that it may be necessary for the Board to re-assign and/or transfer non laid-off teachers in order to retain and/or re-assign laid-off teachers. When there is no teacher or laid-off teacher who has the necessary certification for an identified position vacancy, the Board will employ an outside candidate. 40
9. In the event the Association questions the specific placement of a teacher on the list, or the laying off of a teacher, or the instance of a teacher not being recalled, the Board will set forth in writing to the teacher and the Association, its reasons for its action. 45
10. It is intended that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article. 50

ARTICLE II - continued

## K. Supervisory teachers

1. Student teachers shall be assigned by the Assistant Supt. for Instruction to supervisory teachers who voluntarily accept the assignment and who have tenure status and, where practicable, a Masters Degree. Eligible teachers interested in working with a student teacher should so indicate on their availability questionnaire. 5
2. Supervisory teachers shall work with the university program and principal in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the teaching profession. 10
3. Upon request of the supervisory teacher and approval of the building principal, the Board agrees to provide any necessary texts or materials during this supervisory period. 10
4. The supervisory teacher shall also complete any other records required by the University as part of this assignment.
5. None of the above paragraphs shall restrict or limit cooperative development of innovations or experimental programs in the pre-service experience of student teachers. 15

- E. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God. When the schools are closed to students due to inclement weather, teachers shall not be required to report for duty. 20

On those days when it may be necessary to close any building to the children due to mechanical failure or other conditions which may render the building unsuitable for occupancy, the teacher shall report for duty. The affected teachers may be used to substitute in their subject area or at any appropriate grade level within their certification and teaching experience. They may also be reassigned to work on professional projects approved by their building committee. 25

The following procedure shall be utilized annually:

1. Prior to October 15, a building committee comprised of 2 to 7 teachers and headed by the building principal or his representative shall develop a plan of action to meet the needs of that school. 30
2. After the plan is approved by the Assistant Superintendent for Instruction it shall be discussed at a staff meeting.
3. Within a ten day period after the plan is used, the committee will review the plan and make any necessary revisions. 35

- M. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils. 40

- N. Existing telephone facilities shall be made available to teachers for local calls. No toll or long distance call shall be made without prior authorization of the building administrator. 45



## ARTICLE III

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

The Board agrees that all contractual salary obligations shall be paid either in legal tender or in a demand note (bank check) redeemable immediately in legal tender. (Such payments will be made on a regular bi-weekly schedule listed in Schedule A.)

5

- B. The School Calendar appears in Schedule B.

- C. The salary schedule is based upon a normal weekly teaching load as hereafter defined in Article V.

No additional compensation will be made for any services rendered by the teacher and no additional duties will be assigned unless a prior written agreement setting forth the terms and nature of such extra salary and duty has been made in writing and signed by both teacher and superintendent or his appointed representative and approved by the Board.

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15

- D. There shall be up to a maximum of twenty days granted to the Association to attend meetings on the State or National level. The Association President shall notify the Superintendent in writing at least 48 hours, whenever possible, prior to the use of such days, including such information as the title of the meeting, its time and date, and the name of the person(s) attending. The use of these days shall be left to the discretion of the Association.

20

1. Any teacher engaged in any grievance or required as an essential witness in a grievance during the school day shall be released from regular duties without loss of salary, provided that the Superintendent or appropriate administrator has requested that such a grievance meeting be held during the school day.

25

2. Teachers shall be released from their regular duties without loss of pay to meet with the MLRB or Arbitrator provided that their presence is essential to such proceedings. Up to three persons may be so designated in any single proceeding.

30

If the LEA shall request any additional persons be released from their regular duties, the LEA shall notify the Board as to which of the following options shall be utilized:

Option 1. LEA teachers currently under contract shall substitute for such released teacher.

35

Option 2. The LEA shall reimburse the Board for the cost of substitutes for such released teachers. In such case the LEA may select a qualified substitute.

Option 3. Such days shall be deducted from LEA days as specified above.

## ARTICLE IV

Conditions of EmploymentA. Agency Shop:

1. Since all members of the bargaining unit are beneficiaries of the services of the bargaining unit, the expense of its negotiation and administration shall be shared equally. If a teacher should fail to execute an authorization for the deduction of LEA-MEA-NEA dues, he shall, as a condition of employment, execute an authorization equivalent to the LEA-MEA-NEA dues as assessments. 5
2. The sums which are deducted as dues or assessments shall be forwarded to the Association within thirty (30) days of the deduction.
3. A teacher must execute his authorization for LEA-MEA-NEA dues or the equivalent within thirty (30) calendar days after his first contractual work day for that school year. Such amounts shall be pro-rated, based on the number of full months worked, or major fraction thereof, based on a ten month school year and the LEA-MEA-NEA dues in effect in September of that year. It shall be the Association's responsibility to notify the Board of those who have not complied. The Board shall notify the employees that their employment shall be terminated at the end of thirty (30) calendar days unless they comply. 10  
15
4. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this section of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions: 20
  - a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents. 25
  - b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal. If the Association decides not to defend, it shall pay any costs or damages incurred. 30
  - c. The Association has the right to choose the legal counsel to defend any said suit or action.
  - d. The Association shall have the right to compromise or settle any claim made against the Board under this section. 35

B. Employment of Teachers:

1. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate, or who does not have vocational certification.

## ARTICLE IV continued

2. Each teacher shall provide the school district with a transcript of college credits and shall be responsible for having his transcripts brought up to date annually if any additional college credit courses have been completed during the year.
  3. Each teacher shall have the responsibility for maintaining full state certification. 5
  4. The limitation of number of intern teachers assigned to each particular building shall be as follows: one (1) per elementary building; two (2) per junior high; and four (4) per senior high.
- C. Health Requirements:
1. Upon initial employment, each employee shall furnish a written statement from a physician or doctor stating that he is physically able to perform teaching duties. 10
  2. Upon initial employment, proof of T. B. Chest X-ray or Mantoux test shall be filed with the school district Health Service Office and shall be renewed annually. Failure to file such statement by the start of school shall result in suspension of employment without pay. 15
  3. Health Services will notify all employees of location, date and times when T. B. test units will be in the area. Health Services will request a time for the Mantoux test to be provided in the District.
  4. Any employee required by the county health department to take an X-ray due to exposure in the course of employment will not be charged sick leave or cost of the X-ray. 20
  5. The Board of Education reserves the right to require physical examinations and psychological examinations by a Board-approved examiner for any employee at the expense of the Board of Education. The teacher, at his expense, may select an additional examiner. All requests and results of the examination will be kept confidential. If, through any source, such request becomes known publicly, the results of such examination shall be made public upon request of the employee. 25
- D. Any teacher who is not covered under the leave policies and leaves before his contract is terminated shall forfeit all rights to re-employment and shall not be rehired under any circumstances. 30



## ARTICLE V

Teaching Hours and Loads

## A. Secondary Teaching Hours and Loads

1. Secondary teachers shall be employed for a normal six hour and forty-five minute teaching day that shall include:
  - a. Five class periods of teaching time.
  - b. One class period for preparation, conference and evaluation. 5
  - c. A homeroom period or an assignment within the school day not to exceed the length of the homeroom period. 5
  - d. A scheduled duty free lunch period of a minimum of twenty-three minutes.
2. In addition to their normal teaching day as described above, teachers should be at their assigned post 15 minutes before classes begin. Teachers may leave assigned post 15 minutes after students are dismissed. Assignments may be made within this 15 minutes before and after school for supervisory duties on an equitable basis using the entire teaching staff of the particular building, with such exceptions as may be mutually agreed upon by the individual, the building administrator and the building review committee. The time spent in such assignments will be counted towards one half fulfillment of the extra-curricular requirement. 10
3. Each secondary teacher's work time shall be in consecutive order unless specifically agreed to by that teacher. 10
4. The building administrator shall assign each teacher to one extra-curricular club (other than those listed in Schedule A) or to an assignment, as equitable as possible, considering such factors as voluntary priorities, interest and the work load involved. There shall be no maximum time limitations as to voluntary clubs; assignments, however, shall be limited to twenty hours per year unless specifically agreed to by that teacher. 20
5. A three member review committee shall be appointed for each building by the LEA to assist the principal in correcting any inequalities brought about in that building by discrepancies in the original assignment, or by lack of teacher effort in carrying out such assignments. 25

## B. Elementary Teaching Hours and Loads

1. The normal elementary teaching day shall consist of five hours and forty-five minutes. Teachers may take their students on a daily fifteen minute recess so long as it does not interfere with other scheduled activities within the building 35
2. In addition to their normal teaching day, as described above, teachers should be at their assigned post fifteen minutes before their classes begin. Teachers may leave their assigned post fifteen minutes after children are dismissed. 40
3. Duty free lunch
  - a. Elementary teachers (K-6), with the exception of special pupil needs referred to below shall have a duty free lunch period, a minimum of 50 minutes (11:33 to 12:23) with teachers free from duties after children have been dismissed orderly, until assigned to supervise youth re-entering. 45
  - b. Building administrators shall schedule adequate teacher supervision of children leaving the school building and property at dismissal time.

ARTICLE V - continued

- c. If the building principal finds it necessary to assign one Special Education teacher to have lunch with Special Education children, the building administrator may make compensatory adjustment in the teacher's schedule or compensate the teacher at the substitute teacher rate. 5
- d. The building administrator shall schedule one certified teacher or administrative employee on a rotating basis to be on call during the noon period to assist any lay citizen supervisor of children in any specific disciplinary or management problem. A record of the dates and circumstances of such emergency call for services shall be maintained and used in the evaluation of an in-service training of lay citizen supervisors. 10
  - If persistent disciplinary problems occur during the noon period, the building administrator should be in the building whenever practicable until the situation improves. 15
  - On those days the building administrator is in the building and available, the teacher should be notified and released from the "on call" duty. Twenty-four (24) hours advance notice should be given whenever practicable.
- e. There shall be no restrictions placed upon any certified teacher who wishes to voluntarily perform educational services to individual pupils or groups of pupils during the assigned duty-free lunch period. 20

C. All Teachers

- 1. All teachers will be available for before-school and after-school conferences. 25

Teachers shall supervise students as they enter and leave the classroom as well as providing general supervision to all children in their proximity during the teacher work day.

- 2. All teachers will attend scheduled staff meetings, departmental meetings, curriculum meetings, and in-service meetings unless prior authorization is obtained from the building administrator. 30

Total staff meetings by buildings will be scheduled once per month for up to one hour. Since individual building situations and needs differ at times throughout the year up to ten additional staff meetings of up to one hour may be called by the building administrator. 35

- 3. Teachers and other professionals covered by the Master Agreement shall perform the duties that are related to their particular assignment, in accordance with established practice, and in accordance with reasonable policies and regulations from time to time adopted by the Board of Education. 40

- 4. Nothing in this contract shall be construed to discourage exploration of unique organization for instruction such as a block time program or flexible scheduling.

- 5. Adjustments of assignments may be made within the normal school day for special programs, conference, assemblies and events. 45

ARTICLE V - continued

- D. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.
- E. Any certificated teacher may voluntarily perform additional educational services when such are approved by the superintendent or his delegated representative. 5
- F. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed toward insuring that the energy of the teacher is primarily utilized toward this purpose. 10
- G. The pupil-teacher ratio is recognized as an important aspect of an effective educational program. The parties agree that class size should be within limits of the North Central Schools recommended sizes for Junior and Senior High School. The Board further agrees to try to maintain a classroom teacher-pupil ratio of 30 or less in each building. Classsizes shall not limit different types of grouping for instruction, such as large groups or experimental programs in which the teacher has agreed to participate. 15
- When an elementary class size exceeds 31, a teacher may request in writing, a review of the situation. A meeting of the teacher, principal and Central Office Administration will be held within five school days of the receipt of such a request. 20
- H. Special education classes should not exceed state suggested maximums, without at least one of the following conditions: 25
- (a) Teacher permission
  - (b) Addition of a para-professional
  - (c) Pro-rating of students who are also in regular classes
- I. The Board shall provide:
1. A separate desk and lockable space for each teacher in the District. 30
  2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
  3. Adequate chalkboard space in every classroom.
  4. Teacher's editions for the exclusive use of the teacher in each of the courses he is to teach, to be returned to the principal at the close of each school year. 35
  5. A dictionary in every classroom and a collegiate dictionary for every teacher, to be returned to the principal at the close of each school year.
  6. Adequate storage space for instructional materials.
  7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility. 40
  8. Keys to their classrooms and personal offices. Teachers shall exercise reasonable care concerning doors, lights, and windows.
  9. A teacher upon written request to the building Principal, may be provided with a key to an outside entrance of the building to which he/she is assigned. The granting of keys shall be consistent for all teachers within a building. If such a request is to be denied, the Principal shall furnish reasons in writing for such denial. 45



ARTICLE V - continued

- a. The use shall be job related.
  - b. The teacher shall indicate area(s) to be used and approximate time period(s) involved.
  - c. Such usage should not interfere with the building's security.
  - d. Said key shall be returned to the building Principal within a reasonable time after the intended purpose(s) have been accomplished. 5
- J. In those cases wherein a teacher has been negligent in the care of texts, equipment, books and other teaching materials, the cost for such items may be deducted from his or her salary. 10
- K. Adequate improved off-street parking will be provided for teachers.
- L. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.

## ARTICLE VI

Vacancies, Promotions and Transfers

- A. In determining the assignment and transfer of said personnel to a vacancy or a new position, special area, or extra-curricular, consideration shall be given to existing staff according to length of service in the school system, providing formal educational training is in the area of concern and qualifications are equivalent. 5
- B. All vacancies shall be posted on the teachers' bulletin board for two school days before a vacancy is filled. Any person desiring such a position, which becomes open during the school year, should so have indicated on his last availability questionnaire. Filling of vacancies from the existing staff during the school year should be minimized. If the teacher involved objects to the transfer, the teacher and representative of the LEA shall consult with the appropriate administrator. If no concurrence by the teacher involved is forthcoming, the appropriate administrator shall put in writing his reasons for the transfer, and the teacher shall have recourse to the formal grievance procedure. When vacancies occur during the summer, the Board shall notify the Association President, as well as those teachers who so indicated on their availability forms. 10 15
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teaching 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. 20
- D. The reasons for denying a transfer shall be given in writing to the teacher's transfer request, whether transfer position or assignment involves transfer within a school building, between schools at the same or different educational level or from one subject area to another. 25
- E. A teacher availability questionnaire will be distributed to all faculty members on which preference of teaching assignment and buildings may be listed. Availability forms shall be distributed by the personnel office to all teachers prior to October 1 and February 1. These forms shall be completed by the teacher and returned within two weeks. Transfer requests will be summarized and considered as specific vacancies occur. 30
- F. Tentative Notification of Assignment -- All teachers will be notified of tentative assignments for the coming year by the day school closes. A copy of these assignments will be made available to the association.
- G. Where a change is made in a teacher's tentative assignment after July 1 of any year, the teacher shall have the option of accepting the new assignment or resigning without prejudice. The Board agrees that in all aforementioned cases the Board will release the teacher from his contract. 35
- H. Anticipated summer school openings shall be posted and filled prior to the end of the school year, and those teachers interested may have the opportunity to apply. 40
- I. The building administrator shall have authority to re-assign any teacher

ARTICLE VI continued

duties to meet any emergency situation. An emergency situation shall be defined as a need within the scope of the education structure. Such emergency assignments shall be limited to the remainder of a semester or sixty (60) school days; extension may be agreed upon by mutual consent.



## ARTICLE VII

Consultant Services - Special Services  
Role of Elementary Classroom Teacher

- A. Each elementary classroom teacher will have children assigned as equitably as possible considering attendance areas, numbers of children per grade, possibilities of combination grades, etc. Elementary teachers shall have primary responsibility for the educational program of their class. This shall include the integrated instruction of art, music, and physical education when the teacher specialist is not scheduled in their classroom. 5
- B. Specialist/Consultants.
1. Definitions:
    - a. Teacher specialists, who will be made available to assist classroom teachers, shall be defined as teachers who instruct the entire class or a small group of students in a specific subject, such as art, vocal music, instrumental music, physical education, and library skills. 10
    - b. Consultants, who may be made available, shall be defined as teachers who work with individual students or groups of students, parents, and teachers. Consultant services may include primary specialist, reading, science, and counseling. 15
  2. The building administrator will communicate with all classroom teachers informing them of the scheduled time teacher specialists are available, and will work with the teachers to determine the most appropriate plan for maximum utilization of such teacher specialists for the educational program with the building. Consultant schedule will also be appropriately developed. 20
  3. a. Elementary classroom teachers and teacher specialists will cooperatively plan for the teaching and utilization of necessary skills and activities to be taught. Each classroom teacher will remain in the classroom with the teacher specialist until the teacher is familiar with the special techniques demonstrated by the specialist. The teacher may leave the classroom in charge of the teacher specialist for the specified period of time for effective planning, consultation with other teachers, building administrators, parents, specific children or special teachers. 25
    - b. Teachers are expected to be familiar with the program in special services so that programs in art, vocal music, physical education and library skills may be continued and reinforced by the classroom teacher. The teacher is expected to return to the classroom prior to the end of the special activity. 30
    - c. If any conflicts arise regarding this policy, the specialist(s) or teacher(s) are requested to discuss this matter with the building principal. Unresolved conflicts shall be referred to the Assistant Superintendent for Instruction 35
- C. Special Education
1. Special education services available may include, psychologist, diagnostician, social workers, speech correction, teachers for the home bound, mentally handicapped, emotionally disturbed, and learning disabled, and accoustically handicapped. 40
  2. Each classroom teacher will consult with the building administrator whenever special needs of children assigned are recognized, and each 45

ARTICLE VII - continued

classroom teacher will refer specific children for special services utilizing appropriate forms provided.

3. The building administrator will assist the classroom teacher as liaison person between classroom teacher and Director of Special Education or Special Services personnel. 5

4. Special Education Housing

a. Each school building shall provide a private, quiet space with facilities for use with children. Proper lighting, heating and ventilation shall be provided.

b. Classrooms shall be located according to 10

(1) The needs of special children

(2) The continuity and need for proximity of programs

(3) The adequacy of the building administrator to cope with Special Education Programs

(4) The availability of classroom space at that particular level. 15

D. Program Review

Each teacher shall review with the building administrator periodically, the effectiveness of and any problems involved with the educational program for the children assigned, with recommendations.

- E. In the event that a specialist of art, vocal music or physical education is absent and no substitute is provided, the classroom teacher scheduled may serve as a substitute if that particular subject is taught during this time. The lesson plans, prepared in advance by the specialist shall be followed. Teachers following these procedures will be paid at the established per hour rate (as per Salary Guide). This does not include chorus, instrumental music, 25 strings, and library instruction, nor shall it be applied to schedule changes. At least 24 hours notice will be given in the event of a schedule change. Changes will be minimal. Makeups (not substitutes) will be scheduled where practicable. 20

## ARTICLE VIII

Tenure - Probation - Retirement

## A. Tenure

All teachers eligible under the State Tenure Act who have given satisfactory service may be given continuing contracts as defined therein.

## B. Probationary Period

1. All statutory regulations of the State of Michigan regarding teacher probation will be observed. 5
2. Teachers during the first two years of employment shall be deemed to be in a period of probation.
3. No teacher shall be required to serve more than one probationary period in the Lakeview Public School District. An extension of this probationary period or a third year of probation may be granted by the Board of Education upon notice to the Tenure Commission. 10
4. Teachers on tenure transferring from another school district, may be accepted fully by the Board of Education or required to serve not more than one year of probation. 15
5. At least sixty (60) calendar days before the close of each school year, the Board of Education shall provide the probationary teacher with a definite written statement as to whether or not his work has been satisfactory. 20  
Failure to submit a written statement shall be considered conclusive evidence that the teacher's work is satisfactory. Any probationary teacher or teacher not on continuing contract, shall be employed for the ensuing year unless notified, at least sixty (60) calendar days before the close of the school year, that his services will be discontinued. 25
6. After satisfactory completion of the probationary period, a teacher shall be employed continuously by the controlling Board under which the probationary period has been completed. A teacher shall not be dismissed or demoted except as specified in the State Tenure Act. (Articles I and II) 30

## C. Retirement

1. An employee who reaches the age 65 on or before June 30 of the year, shall be discontinued on Tenure Status. The Board of Education reserves the right to extend an annual contract to teachers beyond that age.
2. An employee, who reaches retirement (65 years) before completing the service requirement as established by law or Board policy, and who wishes to continue in the employ of the Board in order to complete the service requirement, may make application annually for an extension of the employment period. The Board shall consider the application and take action as it deems best. 40
3. All persons employed by the Board may be granted an extension of the employment period upon annual application until such employee reaches age 70.



## ARTICLE IX

Protection of Teachers

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault upon a teacher during performance of duty shall be promptly reported to the Board or its designated representative. The Board attorney will advise the teacher of his rights and obligations with respect to such assault. 5
- C. Any complaints directed toward a teacher shall be promptly called to the teacher's attention and plaintiff's identity revealed if a written record of such complaint is to become a part of the teacher evaluation file. 10
- D. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. 15
- Responsible academic freedom in teaching shall be encouraged for all teachers who shall exercise such freedom within the framework of the curriculum, the 1968 Code of Ethics, and school policies. Good judgement, common standards of decency, and individual conscience shall prevail at all times. Within these guidelines, the teacher is encouraged to teach the students in the best manner of which he is capable. 20
- Teachers have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.
- A review committee composed of two members appointed by the Board of Education and two members appointed by the LEA shall be chaired by the Assistant Superintendent for Instruction or his representative to consider teacher questions arising in relation to academic freedom. Individuals directly involved in the disagreement may not be members of the review committee. 25
- E. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, and the Constitutions of Michigan and the United States. 30
- Within the limits of good taste, neatness and appropriate professional appearance, teachers' rights to personal dress and grooming will not be denied. Charges of alleged infractions may be appealed to the Academic Freedom Committee. 35

ARTICLE X - Continued

- D. No teacher shall be disciplined or reprimanded which would result in the suspension or reduction in compensation or deprivation of any professional advantage without just cause and preceded by:
1. A conference with the teacher by the appropriate administrator prior to taking any action. 5
  2. A written explanation for the action to the teacher and the Association on request.
- Any evidence not previously recorded in the teacher's personnel file prior to any notification of the demotion, suspension or other involuntary change in the employment status shall not be used by the Board or its agents as a basis for its action. 10
- E. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. 15  
 Alleged chronic violations of the Contract, 1968 MEA Code of Ethics, or breaches of discipline that are reported to the offending teacher will also be reported to the Association and the Association will use its best efforts to correct breaches of professional behavior by any teacher. Further, the Association agrees to attempt to correct known cases of unprofessional behavior before they become chronic. 20
- F. Administrative evaluations of teachers shall not be placed on, nor shall they mention, personal taste in dress or appearance except within the limits set by Article IX, Paragraph F. Similarly, evaluations shall not be based on a teacher's personal life or conduct except as they effect his conduct on the job. 25

## ARTICLE XI

Business and Sick Leave

A. All regular teachers are entitled to eleven (11) days leave per year from service in their respective positions for the following specific reasons:

1. Personal illness or accident.
2. Serious illness of a member of the immediate family residing with the employee, to permit time to arrange for adequate care. 5

(Any other person acceptable as a deduction on personal income tax will also be considered with the same status as a member of the immediate family, but must be so stated in the written report of reason for absence.)

(Immediate family shall mean - father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, or anyone who stands in the place of parents.) 10

3. To attend a funeral of a relative or friend.
4. To a limit of three (3) days in any one school year from the eleven (11) days leave covered under this policy, employees may take time away from regularly assigned duties for such business that cannot be taken care of outside regular school hours. Specific examples are 15
  - (a) The closing of purchase or sale of property which must be handled during time scheduled by a bank, mortgage company, etc. 20
  - (b) To review tax settlements with local, state or federal agencies where such is impractical to be handled by correspondence. (These appointments should be scheduled early in the day or late in the day in order that one-half ( $\frac{1}{2}$ ) day will usually be sufficient time to be absent from the position). 25
  - (c) Court appearances to give testimony.
  - (d) Legal counseling regarding personal matters when such legal counseling is not available outside regular school hours; reading of wills, closing estates, etc.
  - (e) Moving household goods, which should be limited to one day for any one moving. 30
  - (f) Counseling at a college or university regarding an advanced degree, when such counseling cannot be handled by correspondence, telephone, outside of regular school hours.
  - (g) Marriage ceremony where the employee is a member of the official wedding party. 35

(one (1) day is sufficient except where excessive travel makes it necessary for two (2) or three (3) days.)



ARTICLE XI - continued

(h) For specific emergencies that require the individual to be absent from assigned duties, such as:

- (1) A serious fire at home
- (2) Furnace explosion or failure
- (3) Natural disaster at home such as windstorm damage, flooding damage, etc.

5

(i) Other personal matters that cannot be taken care of outside the regular school day with the specific approval of the Superintendent.

Items that will be specifically forbidden to be covered under leave policy with salary, include the following examples:

10

- (a) Extension of holiday leave or vacations.
- (b) Appointments with beauticians, etc.
- (c) Purchase or installation of equipment.
- (d) Conferences with child's teacher in another district unless there are some extenuating circumstances that may be clearly identified.
- (e) To inspect or shop for real estate with a realtor or owner.
- (f) To repair ones automobile, house, appliance or equipment to save the cost of service fees.
- (g) To attend programs based upon the employee's desire rather than necessity.
- (h) Interviews for other employment, unless specifically approved by the superintendent.

20

B. Bereavement leave: Up to a maximum of three (3) days, not to be charged against sick leave, will be granted in case of a death of a member of the immediate family (as defined above).

25

C. Procedure

1. Whenever possible, at least 24 hours advance notice will be given before leave is used.

2. All employees shall file an absence form stating under which category the leave qualified.

30

D. All unused leave days shall be accumulated to a total of 120 days for ten (10) month employees.

E. Leave policy shall be administered as one (1) day per completed month, plus one (1) bonus day credited upon completion of each full contract year.

35

F. Extended Illness

1. The Board of Education shall contribute one day per teacher for a non-cumulative sick bank.

2. Application for such leave shall be in writing, and directed to the superintendent.

40

Extended Illness - continued

3. The bank shall be administered by a six member committee composed of three members appointed by the LEA, and three appointed by the Board of Education one of whom shall be the superintendent or his representative. The superintendent or his representative shall be the chairman, with full voting right. The committee shall arrive at a decision. 5
4. The committee may grant additional sick leave days, after the 20th work day of a continuous illness, up to the date of coverage of the Disability Insurance. The committee shall consider such factors as the doctor's report and other data they deem pertinent.
5. A relapse of an extended illness covered by the sick bank, occurring within 30 days of the employee's return to work, may be immediately referred for consideration by the sick bank committee, without the waiting period. 10
- G. Abuse of sick leave. The following penalties may be invoked in cases involving use of sick and business leave for reasons other than herein described: 15
1. First Occurrence: loss of pay for those days involved.
  2. Second Occurrence: five day suspension without pay, in addition to loss of those days involved in the abuse.
  3. Third Occurrence: Board hearing for possible termination.
- H. Teachers will not be charged sick leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment, from the following list: 20
- a. Mumps
  - b. Measles
  - c. Chicken Pox
  - d. Scarlet Fever
  - e. Impetigo
  - F. Rubella
- 25

A physician's statement shall be submitted.

ARTICLE XII

Extended Leaves

A. The following leaves of absence shall be granted by the Board of Education:

1. Illness: Any tenure teacher whose personal illness extends beyond the period compensated under Article XI shall be granted a leave of absence without salary, benefits or advancement on the salary schedule until there is complete recovery from such illness. A doctor's statement shall be required prior to return from such leave. 5

2. Military: Military leave of absence, without salary or benefits shall be granted to any teacher who shall be inducted or shall enlist in the Armed Forces of the United States.

Teachers on military leave shall be given the benefit of any increments up to five years which would have been credited to them had they remained in active service with the Lakeview Public Schools, provided the teacher returns to Lakeview Schools as soon as a position for which he qualifies becomes available after discharge from military service. 10

The Board of Education, upon written request from the individual, may approve extended leave of absence, without salary, benefits, or advancement on the salary schedule, for a specific purpose, such as continued education. 15

3. Court Leave: Any employee called to court for jury duty or subpoenaed as a witness, shall receive full salary minus the amount paid by the Court. Such days shall not be chargeable against leave days. 20

Other appearances not covered by business leave may be individually approved by the Superintendent.

B. Maternity/Maternal:

1. A teacher who adopts a child shall be extended the same privileges (when applicable) as a member with a natural born child. 25

Each teacher who becomes pregnant shall select one of the options provided below:

Option 1. She shall resign (without prejudice) from her position. If this option is selected, it is expected that reasonable notice will be given in order to facilitate the hiring of a replacement. 30

Option 2. She shall be granted a leave of absence without pay or benefits for a period of approximately one year. The termination date of the leave shall be specifically agreed to by the Board of Education. The leave may be renewed by the Board of Education annually up to five (5) years upon request of the teacher. The following requirements shall apply to teachers who elect this option: 35

(a) Such leave must be taken no later than seventy-five (75) days prior to her doctor's estimated delivery date. The teacher shall furnish a doctor's statement setting forth the expected date of delivery as well as a statement that she is fully able to perform her duties without impairment to her health or that of the unborn child. If a teacher is unable to complete a semester's work prior to seventy-five (75) days before her estimated date of delivery, her employment shall cease prior to the beginning of such semester. 40 45



ARTICLE XII - continued

- (b) The teacher shall be eligible to return to the first job vacancy for which she is qualified following expiration of the leave period, provided that suitable medical evidence is presented that she is fully capable of performing her duties.
- (c) It is the intent of this option that a teacher electing this option be able to complete the semester. 5

Option 3. She shall continue teaching for as long as she is fully capable of performing all of the expressed and implied expectations of her position without impairment of her health or that of the unborn child. The following requirements shall apply to teachers who select his option: 10

- (a) A teacher who selects this option shall inform the board upon determination of her pregnancy.
- (b) She shall submit periodic medical reports, as requested, on forms provided by the Board of Education.
- (c) The teacher's doctor shall determine the date when she shall cease working. 15
- (d) The teacher shall be granted a short term leave of absence, without pay or benefits, from the date set by the doctor in (c) above, until eight (8) weeks after delivery. She shall qualify for advancement on the salary schedule if she has completed a majority of the semester. 20
- (e) During the period of such short term leave of absence which shall not exceed four (4) months in duration, the teacher's position shall be filled by a substitute.
- (f) Upon expiration of such leave (Eight (8) weeks after delivery) the teacher shall either report and be reinstated to her former position or shall request a long term leave as stated in Option 2, provided she shall present medical evidence that such longer leave is a medical necessity. Failure to report to work or to request a long term leave shall result in termination of employment with the school district. In such event the teacher, for purposes of official records, shall be listed as having elected Option #1. 25 30
2. A case involving extenuating circumstances or which may not apply to any of the above options shall be reviewed and considered by the superintendent, the teacher, and an Association Representative. If the teacher is not satisfied with such disposition, the grievance procedure shall apply. 35

C. The following leaves of absence may be granted by the Board:

1. Sabbatical:

- a. Any professional employee of the Lakeview Public Schools who has served the school district in a contractual professional capacity for 7 consecutive years or more of satisfactory service as a full-time professional employee in the Lakeview Public Schools may file an application for a sabbatical leave. (A one year leave shall not interrupt the consecutive years, nor shall it be included within the total). 40
- b. The applicant must hold a Michigan Life or Permanent teaching certificate, and must hold a Master's Degree, or Bachelor's Degree if the quota is not filled with Master Degree applicants. 45
- c. No professional employee will be granted more than two sabbatical leaves, a minimum of seven years having elapsed between the first and second leave. 50
- d. A sabbatical leave may be granted for a period of not less than one full semester nor more than two full consecutive semesters.

ARTICLE XII - continued

- e. The compensation for the professional employee on sabbatical leave shall be one-half (1/2) of the salary he would receive if on a full-time contract salary basis in his position. All other benefits accrued by other professional employees under this contract, such as hospitalization, life insurance, increments etc., are to be afforded to the employee on sabbatical leave. 5
- f. Sabbatical leave is granted to professional personnel to permit them to improve their ability to render services to the Lakeview Public Schools and its educational program. Therefore, sabbatical leave may be granted for the following purposes: 10
- (1) for formal study in a program of recognized courses leading to an advanced degree, conducted by a recognized college or university in the United States or abroad.
  - (2) for individual research, study, or writing under the direct supervision of the school district or an accredited college or university. 15
- g. The professional employee on sabbatical leave shall not accept outside employment while on such leave without prior approval of the Board of Education. The employee while on sabbatical leave, however, is encouraged to apply for and accept college fellowships in the particular field of study; details of such fellowships shall be reported to the Board of Education. 20
- h. The employee on sabbatical leave will be required to file periodic reports with the Superintendent of Schools as follows: 25
1. An initial report setting forth the plan of study.
  2. A mid-semester progress report.
  3. End of Semester final report.
- i. The application for sabbatical leave must be filed with the Superintendent of Schools between January 1 and February 15 for the fall semester consideration and between July 1 and August for the mid-semester consideration. All applications shall be considered on their merits as they relate to the potential benefits to the Lakeview Public School District. 30
- Consideration will be given to:
1. Potential benefit to the school district. 35
  2. Evidence of professional growth of the employee during preceding years.
  3. Seniority of service.
  4. Previous leave of absence.
  5. Date of filing. 40
  6. Any other factors that demonstrate the advisability of granting such leave.
- j. A sabbatical leave, once granted, may not be terminated before the date of expiration unless authorized by the Board of Education upon the request of the applicant and recommendation of the Superintendent. 45
- k. The Board shall limit the number of teachers on sabbatical leave at any time to 1% of the total professional staff.
- l. The applicant shall file with the Board of Education an agreement that he will remain in the service of the Lakeview Public Schools for a minimum period of two years after the expiration of the sabbatical leave. 50

ARTICLE XII - continued

If an employee does not continue employment with the Lakeview Public schools for two years immediately following his sabbatical leave, he shall repay the Board of Education an amount of money equal to 5% of his total sabbatical leave each month of the unexpired portion of the two years required service following the expiration of sabbatical leave, but not to exceed a total of 20 months or the total amount received in sabbatical leave salary. 5

In cases where the person becomes incapable of rendering professional services, the Board of Education shall automatically extend the leave of absence time without further salary until the person is able to return or the Board of Education may, on its judgement, waive this rule. 10

2. Government programs. A leave of absence may be granted without pay or benefits to tenure teachers for approved government service programs such as the Peace Corps, Teacher Corps, and Vista, to a limitation of three years. 15
  3. Political: A leave of absence without pay, benefits, or advancement on the salary schedule may be granted to any teacher to campaign for election to public office.
  4. Education Growth: A leave of absence without pay, benefits, or advancement on the salary schedule may be granted for a period of one (1) year to any teacher to: 20
    - a. travel
    - b. attend college full time
    - c. participate in educational programs 25
    - d. participate in other worthwhile activities subject to approval by the Superintendent
- D. Basic Rules for all Leaves.
1. Upon return from leave of absence the teacher shall be placed in the same position if available or the first available position for which he is qualified. 30
  2. Upon return from leave of absence, accumulated sick days shall be reinstated. No additional sick days shall be accumulated during leave of absence, including sabbatical.
  3. All leaves shall expire on the date expressly agreed upon by the Board of Education. 35
  4. A teacher who wishes to apply for renewal of a leave or return to work in fall shall notify the personnel office by certified mail prior to February 15. In other cases such notification shall be at least 120 days prior to the date agreed to by the Board of Education unless specified conditions have been expressly agreed to by the Board. 40



## ARTICLE XIII

Professional Grievance Procedure

- A. 1. A grievance is a teacher's or a group of teachers' claim upon a belief there has been a violation, misinterpretation, or inequitable application of a teacher's rights as it relates to established policy, or any provisions of this agreement.
2. Extension of the time limits in any of the grievance procedure steps may be granted by mutual consent of the parties involved. 5
- B. Procedure:
- Step 1. Prior to filing a written grievance with the Association, the aggrieved teacher may meet with the building administrator, time limit not to exceed five (5) school days from the time of the incident over which the teacher is aggrieved. At his option the teacher may invite an Association representative to be present while the grievance is discussed. Every effort will be made to resolve the grievance informally. 10
- Step 2. In the event the aggrieved is not satisfied with the disposition of his grievance at step one, he may file the grievance in writing with the Association Grievance Committee and the building principal within five school days from the time of the meeting with the school principal or within five school days from the time of the incident. 15
- Step 3. Within five (5) school days from receipt of the grievance by the building principal he shall render a decision. 20
- Step 4. (optional) In the event the aggrieved is not satisfied with the disposition of his grievance at the preceding level, the written grievance may be submitted by the Association to the appropriate central office administrator. Such action must be taken within five (5) school days of the receipt of the decision at the preceding level. Within five (5) school days from receipt of the grievance by the administrator, he shall render a decision. 25
- Step 5. In the event the aggrieved is not satisfied with the disposition of his grievance at the preceding level, the written grievance may be submitted by the Association to the Superintendent. Such action must be taken within five(5) school days of the receipt of the decision at the preceding level. Within five (5) school days from receipt of the grievance by the Superintendent, he shall render a decision. 30
- Step 6. If the grievance has not been resolved by administrators, the Association may transmit it to the Secretary of the Board of Education. Time limit shall not exceed five (5) school days of the administrative decision. Within (15) school days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance. 40

## ARTICLE XIII - Professional Grievance Procedure (cont'd.)

- Step 7. Binding Arbitration - 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) school days after the decision of the Board of Education be appealed to arbitration by either party. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said ten day period, and if not so delivered, the grievance shall be abandoned. The arbitrator shall be appointed under the rules of the American Arbitration Association. 5
- The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision as soon as possible 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 shall have 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. 15
- The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding. 20
- The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expenses in connection therewith. 25
- C. If any teacher from whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been too severely penalized, an agreement may be reached providing for an equitable settlement. 30

## ARTICLE XIV

Curriculum

- A. Two committees shall be established to examine and evaluate curriculum in the Lakeview Public Schools and to establish priorities and make recommendations to the Board of Education through the Assistant Superintendent for Instruction. It is recognized that most curriculum work will be accomplished by sub-committees. One of the committees will function K-6 and the other, 7-12. Members of both committees shall have as one of their major purposes, communication with the buildings and departments they represent, as well as communication between the two committees. 5
- B. The structure provided in this article is intended to parallel rather than supplant existing curriculum structure. It is not intended that this parallel structure prevent any teacher or administrator or group of teachers and/or administrators from presenting an idea for curricular or policy change to the Board of Education through the Assistant Superintendent for Instruction, provided the recommendation has followed the appropriate line/staff relationship (department head, principal, or Assistant Superintendent for Instruction, or in the case of something affecting grades K-6, the principal, Director of Elementary Education, or the Assistant Superintendent for Instruction.) 10 15
- C. The elementary committee shall consist of one representative for each grade K-6 (no more than one per building), one representative from elementary special education, and two elementary principals. The committee shall have co-chairmen: the Director of Elementary Education, plus a person elected by the LEA Board of Governors. With the exception of the co-chairman, membership in the committee shall be determined jointly. The Director of Elementary Education shall name one representative, and the LEA co-chairman shall name one representative, until all have been selected, including principals. 20 25
- D. The secondary committee shall consist of eight department heads and two secondary administrators. The committee shall have as co-chairmen the Assistant Superintendent for Instruction and a person elected by the LEA Board of Governors. Of the eight department heads, one shall be selected from each of the following departments: Social Studies, English, Mathematics, and Science. The other four shall be selected from the remaining department heads and special education. The committee membership in Social Studies, English, Science, and Mathematics, and the secondary administrators shall be jointly determined by the co-chairmen. It is recognized that all buildings should be represented. 30 35



## ARTICLE XV

Professional Study Committee

- A. There shall be a Professional Study Committee established which shall be composed of four (4) members, two (2) shall be selected by the Board of Education and two (2) shall be selected by the Association.

The Professional Study Committee shall meet monthly beginning in October and report to the parties prior to February 1, yearly. 5

Meetings shall be called by the Assistant Superintendent for Instruction or his representative.

- B. Sub-Committees may be established as needed and may include existing committees such as the Curriculum Steering Committee.

- C. The Committee will consider questions related to the following areas of concern: 10

1. Review of policies affecting teachers.
2. Review of policies affecting students.
3. Review of matters pertaining to professional ethics.

TEACHERS' SALARY GUIDE

The effective date of the schedule below shall be September 11, 1972.

1. Teachers shall be paid at the rate of the appropriate amount below, based upon the days worked in the calendar.

<u>Years LV Exper.</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>	<u>Education Specialist or *M.A. Plus 30 Hours</u>
0	8,400	9,000	9,500
½	8,675	9,275	9,775
1	8,950	9,550	10,050
1½	9,175	9,813	10,313
2	9,400	10,075	10,575
2½	9,625	10,325	10,825
3	9,850	10,575	11,075
3½	10,075	10,838	11,338
4	10,300	11,100	11,600
4½	10,525	11,363	11,863
5	10,750	11,625	12,125
5½	10,988	11,900	12,400
6	11,225	12,175	12,675
6½	11,488	12,450	12,950
7	11,750	12,725	13,225
7½	12,050	13,000	13,500
8	12,350	13,300	13,800
8½	12,725	13,738	14,238
9	13,100	14,175	14,675
9½	13,550	14,700	15,200
10	14,000	15,225	15,725
10½		15,863	16,363
11		16,500	17,000

\*M.A. + 30 Semester Hours Credit earned after receipt of M.A. Degree toward an advanced degree or approved by the Superintendent will be accepted in lieu of Educational Specialist Degree.

2. M.A. + 15 - An additional \$250 above the Master's Degree salary guide may be given upon application to teachers with 15 hours beyond the M.A. Such hours must be in the teacher's field of certification or in the field of education, and shall be earned after receipt of the M.A. Degree.
3. Credit for Outside Teaching Experience -
  - a. The maximum total allowance for teaching and related experience shall be five years of Lakeview credit for ten years of approved experience. Each year of approved outside experience shall be equivalent to one-half year of Lakeview credit. No credit will be allowed for less than one full year of outside experience.

- b. Upon initial employment credit for teaching experience earned outside the District may be allowed up to five years, at one-half credit. Upon special recommendation of the Superintendent and approval by the Board of Education, an additional five years at one-half credit may be granted for special leadership positions or where the school district has a specific need for longer experience.
- c. Upon special recommendation of the Superintendent and approval by the Board of Education, job related experience may be granted up to five years at one-half credit, which may upon approval by the Board of Education be incorporated into the initial contract, or where such outside job-related experience is not included in the initial contract that upon administrative evaluation of the services rendered by the teacher in the performance of his duties during the first year teaching in Lakeview system, that additional salary credit may be granted in his second year contract, providing that evaluation indicates that his job-related experience seems to be of definite value to the teaching services being rendered in the Lakeview Schools.

4. Lakeview Experience -

Lakeview Experience is granted on the step equal to the number of full years of Lakeview experience. One-half year Lakeview experience will be given for a full one-half year of Lakeview experience. No credit will be allowed for less than one-half year of Lakeview experience. Lakeview EIP's are granted  $\frac{1}{2}$  year Lakeview credit.

5. Completion of an Advanced Degree -

Upon certification prior to September 15 of the completion of an advanced degree, salary will be granted for the year. Upon certification prior to February 15 of completion of advanced degree, one-half of appropriate salary credit will be granted for the remainder of the contract year.

6. Special Education Differential -

The following amount above schedule for those teachers qualified to teach special education classes by the Michigan Department of Education and assigned to the special education in the Lakeview District:

	<u>1972-3</u>	<u>1973-4</u>	<u>1974-5</u>	<u>1975-6</u>	<u>1976-7</u>
a. Speech Correction, Type A, Homebound	\$240	\$180	\$120	\$ 60	0
b. Deaf and Hard of Hearing, Emotionally Disturbed	\$320	\$240	\$160	\$ 80	0
c. Learning Disabled	\$480	\$360	\$240	\$120	0
d. Psychologist, Diagnostician, Social Worker (Percentage of base salary)	8%	6%	4%	2%	0%



7. Driver Education -

Qualified teachers when recommended by the High School Principal and the Superintendent of Schools and approved by the Board of Education, may teach Driver Education outside the regular school day and be paid salary as follows:

Classroom instruction - salary shall be at the rate of .00079 times the beginning base of the B.A. schedule for actual classroom instruction. (Not including planning time, checking papers, and recording information on cumulative records, reports, etc. These duties shall be considered part of the duties of the teacher without additional compensation.)

Each group shall have between 28 and 30 hours of classroom instruction.

The groups should average 45 pupils during any calendar year. This may be done with 60 in a group for basic presentation and divided into two groups of 30 each for discussion, or may be grouped into sections of 45 each for total instruction, or may be grouped with 60 in some groups and 30 in other groups for total instruction.

For behind-the-wheel instruction which shall average six hours per student, the teacher shall be paid at the hourly rate of .00079 times the beginning base of the B.A. schedule, times six hours per student.

Reports shall be filed in the form prescribed by the Assistant Superintendent for Business.

8. Extra-Curricular Activities - Salary Provisions -

Upon recommendation of Principal and Superintendent and approved by the Board of Education once each year for the entire contractual year, contract riders will be issued for the following services:

(1)	Athletic Director	(One hour of released time)	8%	of teacher's salary		
(2)	Football	Varsity	9%	"	"	"
(3)		Assistants (4)	7%	"	"	"
(4)		9th Grade	6%	"	"	"
(5)		7-8th grades				
		Assistant 9th	5%	"	"	"
(6)	Basketball	Varsity	9%	"	"	"
(7)		Jr. Varsity	7%	"	"	"
(8)		9th Grade	6%	"	"	"
(9)		7-8 grades	5%	"	"	"
(10)	Baseball	Varsity	7%	"	"	"
(11)		Jr. Varsity	5%	"	"	"
(12)		9th Grade	5%	"	"	"
		7-8th Grades	4%	"	"	"
(13)	Track	Varsity	7%	"	"	"
(14)		Assistant	5%	"	"	"
(15)		Cross-Country	6%	"	"	"
(16)		9th Grade	5%	"	"	"
(17)		7-8th grades	5%	"	"	"
(18)	Hockey	Sr. High	8%	"	"	"
(19)	Wrestling	Sr. High	7%	"	"	"
(20)	Swimming	Sr. High	7%	"	"	"
(21)	Tennis	Sr. High	6%	"	"	"
(22)	Skiing	Sr. High	3%	"	"	"
(23)	Golf	Sr. High	5%	"	"	"
(24)	G.A.A.	Jr. High	2%	"	"	"
(25)	Girls Sports	Swimming	3.5%	"	"	"
		Basketball	3.5%	"	"	"
		Gymnastics	3.5%	"	"	"
		Softball	2.5%	"	"	"
		Tennis	2%	"	"	"
(26)	Cheerleading	Sr. High	4%	"	"	"
		Jr. High	3%	"	"	"

(27)	Huskettes	Sr. High	3%	of teacher's salary		
(28)	Cheerleading	Hockey	1%	"	"	"
(29)	Instrumental Music	Sr. High	9%	"	"	"
		Jr. High	5%	"	"	"
		Assistant	3%	"	"	"
(30)	Vocal Music	Sr. High	4.5%	"	"	"
		Jr. High	2.5%	"	"	"
(31)	Yearbook Editor (if services are part of regular class)		0%	"	"	"
		Sr. High (w/o asst.)	5%	"	"	"
		Sr. High (with asst.)	4%	"	"	"
		Sr. High Asst.	2%	"	"	"
		Jr. High	4%	"	"	"
(32)	Newspaper (if services are part of regular class)		0%	"	"	"
		Sr. High	4%	"	"	"
		Jr. High	2%	"	"	"
(33)	Dramatics (2 Plays)	Sr. High	4%	"	"	"
(34)	Debate	Sr. High	4%	"	"	"
(35)	Forensics	Sr. High	2%	"	"	"
(36)	Class Sponsor (2 per class)	Sr. High	2%	"	"	"
(37)	Sixth Grade Camp		1%	"	"	"
(38)	Pool Co-ordinator		5%	"	"	"
(39)	Boys Gymnastics	Sr. High	4%	"	"	"

9. Adult Education Salary: In accordance with Adult Education and Summer School Guide.

10. Extended School Year: Contract riders may be issued upon the recommendation of the Superintendent and approval by the Board of Education at 2½% per week of his step on the salary schedule or at the Adult Education and Summer School Rate.



10. Department Chairmen: Departmental chairmen, subject to the approval of the Board of Education shall be remunerated according to the following percentages that shall be computed on the base salary at the beginning of the year. Departmental chairmen with B.A. to receive 1% less than the category:

A. 8% CATEGORY

1. Sr. High Science	With released hour
2. Sr. High English	" " "
3. Sr. High Social Studies	" " "
4. Vocal and Instrumental Music (K-12)	" " "
5. Ind. Arts (7-12)	" " "
6. Physical Education (K-12)	" " "
7. Business Education (7-12)	" " "
8. Driver Education	Optional Block Time

B. 6% CATEGORY

1. Art (K-6)	Optional Block Time
2. Art (7-12)	" " "
3. Sr. High Math	Released Hour
4. Library (K-12)	Optional Block Time
5. Jr. High Math Co-Chairmen	" " "
6. " " " " "	" " "
7. Jr. High Social Studies Co-Chairmen	" " "
8. " " " " " "	" " "
9. Jr. High Science Co-Chairmen	" " "
10. " " " " "	" " "
11. Jr. High English Co-Chairmen	" " "
12. " " " " "	" " "
13. Language (7-12)	Released Hour
14. Counseling (7-12)	Reduced Load

C. 3% CATEGORY

1. Home Ec. (7-12)

Optional Block Time

Department chairmen in the Optional Block Time released category may apply for such released time, subject to the approval of their building principal and the Ass't. Supt. for Instruction or his representative.

11. Regular Teachers Substituting -

Teachers substituting during their preparation period shall be paid at the rate of .00079 x the beginning base of BA schedule.

OTHER BENEFITS

1. Hospitalization Insurance -

- a. Each employee shall have the Blue Cross - Blue Shield Plan or the equivalent MEA Plan paid by the District. Single subscribers shall be entitled to 100%; married subscribers shall be entitled to 100% provided they sign an affidavit stating that they do not have a hospitalization plan provided by their spouse.
- b. The district will provide the IMB-OB Rider that provides pre and post-natal benefits.
- c. Coverage of the hospitalization insurance shall cover all employees from September 20 to June 20 for Blue Cross, and from October 1 to July 1 for the MEA equivalent.

Returning teachers shall receive continuous coverage.

2. Term Life Insurance -

- a. All employees shall receive an \$9,500 double indemnity term life insurance policy as long as they remain in the employ of the school district, in accordance with the terms of the authorized insurance company.
- b. Employees who retire after September 1, 1970 shall receive a \$2,000 term life insurance provided they have reached age 62, and provided they have ten years of service in the Lakeview District, in accordance with the terms of the authorized insurance company.

3. Disability Insurance -

Beginning on the 91st calendar day of a disability, teachers may receive 70% of their annual base salary, to age 65, in accordance with the terms of the authorized insurance company contract.

4. Leave Policies -

Sick Leave and Business Leave shall be in accordance with Article XI of the Master Agreement.

5. Master Agreement -

All certified teachers under contract as teachers receive all benefits and obligations set forth in the Master Agreement between the Lakeview Education Association and the Board of Education.



6. Tuition Reimbursement -

- a. Total tuition costs will be paid by the school district for the satisfactory completion of course work in local workshops and locally-sponsored courses designed to meet specific in-service education needs of the Lakeview School District. This will apply to all teachers who participate in these workshops or specific courses regardless of degree or certification status.

Whenever possible, the tuition will be paid directly to the college or university conducting the in-service education workshop or specific course designed to be locally sponsored.

If the course work is not completed to the satisfaction of the college instructor, deductions will be made from this contract salary in accordance with the provisions of this policy.

- b. Teachers will be reimbursed at the rate of \$21.00 per semester hour (\$14.00 per term hour) upon satisfactory completion of college credit courses beginning after September 1 of the first year a teacher is under contract with the Lakeview Schools, and completed satisfactorily by a teacher while still under contract with the Lakeview Schools.

The following provisions shall be necessary to participate in the tuition reimbursement program for college credit courses:

- (1) Reimbursement will be made for college credit courses taken beyond a Bachelor's Degree, plus 10 semester hours required for a permanent certificate to a limit of 22 semester hours, prior to receipt of a Master's Degree.
- (2) Reimbursement will be made beyond a Master's Degree.
- (3) All college credit courses leading to an advanced degree will be accepted, providing a grade of B or better (where applicable) has been awarded.
- (4) Other courses may be accepted upon prior approval of the Superintendent of Schools.
- (5) Reimbursement will be made upon evidence of satisfactory completion of the course providing the employee shall provide evidence that the tuition had been paid by the employee.
- (6) Application and evidence of satisfactory completion shall be made on a form prescribed by the Superintendent.
- (7) The tuition policy does not apply to intern teachers.

7. Tenure -

Tenure provided for all certified personnel under Michigan State Tenure Law and Local Tenure Policy.

#### 8. Personal Property Coverage -

The Board agrees to establish each year, a fund based upon \$1.00 per teacher to be used in settling claims of teachers for loss or damage to their personal property brought to work location to be used in their work assignment. The claim shall be filed with the Superintendent within 24 hours of such loss or damage, setting forth the extent of the loss or damage, the absence of teacher negligence, and the lack of insurance coverage. If the claims for the year exceed the unfd, each claim shall be covered on a pro rata basis. Personal property shall not include cash. Also all claim settlements shall be based on a fair market value and no claim shall be filed on a loss or damage less than \$5.00. Any amount remaining in the fund shall be carried over to the following year.

#### 9. Liability Insurance

The Lakeview Public School District shall provide insurance coverage which protects members of the Association for any legal action (except bodily injury or property damage claims arising out of ownership, maintenance operation or use of any automobile not owned by Lakeview Public Schools) which could be instituted due to their employment in the Lakeview Public Schools. Limitations: \$100,000 each person, \$300,000 each occurrence.

The fact that the District's carrier defends the teacher does not mean the District waives the right to instigate disciplinary or dismissal action toward that same teacher.

The following explains liability when an employee transports students to a school sponsored activity or between schools in his or her private car:

In case an accident occurs and the employee is held liable, his insurance company will be held responsible for payment of damage up to \$100,000/\$300,000 bodily injury liability and \$50,000 property damage liability.

If a judgment is rendered in excess of the above bodily injury liability or property damage liability, the district has in effect insurance on behalf of the school employee which will pay judgments beyond those listed above up to \$1,000,000. Consequently, if an employee carries \$100,000/\$300,000 bodily injury and \$50,000 property damage liability on his automobile he has additional coverage up to \$1,000,000. However the first \$100,000/\$300,000 bodily injury and \$50,000 property damage liability reverts to his individual policy.

If any suit is instituted against an individual, the school district should be put on notice by the employee to enable the district to file such claim with the appropriate carriers.

LAKEVIEW PUBLIC SCHOOLS  
St. Clair Shores, Mich.

1972-1973 CALENDAR

September 11	AM/PM	All Teachers
12	.....	All Students 2-12 full day program
12 - 13	AM PM	Kindergarten (half of AM Class) Kindergarten (half of PM Class)
12 - 29	AM PM	First grade (1st half) First grade (2nd half)
November 23 - 24	.....	Thanksgiving Vacation
27	.....	School Reopens
December 22 -		
January 2	.....	Winter Vacation
3	.....	School Reopens
26	.....	End of first semester. Students attend AM only.
29	.....	Second semester begins
April 20 - 27	.....	Spring Vacation
30	.....	School Reopens
May 28	.....	Memorial Day
June 10	.....	Baccalaureate
14	.....	Commencement
14	.....	Last day of school
15	.....	Records day

OTHER ITEMS:

1. Up to 4 one-half days may be scheduled for in-service.
2. Parent-teacher Conferences:
  - a. Kindergarten ... 6 - one-half days 3 times per year
  - b. Grades 1-6 ... 3 - one-half days 3 times per year
  - c. Grades 7-9 ... 2 - one-half days 2 times per year
  - d. Grades K-12 ... Late afternoon and evening conferences to be scheduled as necessary.
3. If sufficient days have not been fulfilled to receive full state aid, then additional days may be added to meet minimum state standards.



LAKEVIEW PUBLIC SCHOOLS  
St. Clair Shores, Mich.

1972-73 Calendar

Sept. '72

11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Oct. '72

2	3	4	5	6
9	10	11	12	13
16	17	18	19	27
23	24	25	26	27
30	31			

Nov. '72

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Dec. '72

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Jan. '73

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Feb. '73

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

March '73

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April '73

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

May '73

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

June '73

				1
4	5	6	7	8
11	12	13	14	15

	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
Students	14	22	20	15	21	20	22	15	22	10	181
Teachers	15	22	20	15	21	20	22	15	22	11	183

NOTE: Non-work days are circled. Work days which are non-attendance days are in squares.

January 26 is a 1/2 day for students, but a full day for teachers.