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Lakeview School District
(Calhoun County)

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

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OFFICE OF
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PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE LAKEVIEW SCHOOL DISTRICT

AND THE

LAKEVIEW EDUCATION ASSOCIATION

CALHOUN COUNTY 1967-68

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- 2. yes
- 3. 8-15-68
- 4. No
- 5. yes

TEACHER'S CODE OF ETHICS

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

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

PROFESSIONAL ORGANIZATIONS

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

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AGREEMENT

This agreement entered into this 29th day of August, 1967, by and between the Board of Education of the Lakeview School District, hereinafter called the "Board", and the Lakeview Education Association, hereinafter called the "Association."

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

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

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

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

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Lakeview Education Association as the exclusive and sole bargaining representative for all certified personnel whether under contract, on leave, on a per diem basis, on tenure, on probation, employed or to be employed by the Board, as classroom teachers, department heads, guidance counselors, coaches, athletic director, driver education, and librarians.

Excluded are Superintendent, assistant superintendent, curriculum coordinator, principals, assistant principals, guidance directors, director of special services, also all office, clerical, custodial, maintenance, plant and cafeteria employees. The term "teacher", when used hereinafter in the agreement, shall refer to all employees represented by the Association in the bargaining or negotiations unit as above defined, and references to male teachers shall include female teachers.

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

ARTICLE II

Board of Education Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing: The management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. Nothing in this paragraph shall be construed to create any new or additional powers, rights, authority, duties and responsibilities in the Board of Education beyond those already otherwise provided by law.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE III

Professional Rights and Responsibilities Procedures

A. The Lakeview Education Association recognizes that the professional rights as set down in this Agreement carry corresponding responsibilities and that these rights are presented to develop high standards of professional service by teachers through responsible adherence to the professional code of ethics.

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

C. Definitions

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

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

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

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

(a) Level One

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

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

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

(b) Level Two

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

(c) Level Three

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

(d) Level Four

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

(e) Level Five

Any complaint not resolved at "Level Four" may be submitted to arbitration by either the Lakeview Board of Education or the Lakeview Education Association under the following conditions:

(1) The matter to be arbitrated must concern the application or interpretation of this agreement either as to the meaning of its terms or as to the rights of either party under these terms or as to whether some action which has been taken is justified according to these terms.

(2) The matter to be arbitrated must be one which the Board of Education can legally allow to be submitted to an arbitrator for final determination under the laws of the State of Michigan.

(3) The party choosing to submit any unsettled complaint to arbitration must notify the other party in writing within fifteen calendar days of the conclusion of Level Four of this procedure. Such notification shall identify the complaint and the issue and shall state what part or parts of the contract is involved. Any complaint not submitted to arbitration within the time herein provided shall be deemed withdrawn.

(4) The parties shall choose a permanent impartial arbitrator at the commencement of the term of this contract, who shall conduct all arbitration proceedings hereunder so long as he continues to be acceptable to both parties. If such arbitrator becomes unacceptable to either or both parties appropriate written notice shall be sent to the arbitrator and the opposite party and he shall thereupon conclude his services by rendering decisions on any complaints pending that have already been heard by him. The parties shall meet within five days after any such notice to mutually agree upon a replacement for the permanent impartial arbitrator.

(5) The arbitrator may interpret this agreement and apply it to the particular case submitted to him but he shall, however, have no authority to add to, subtract from or in any way modify the terms of this agreement nor shall he have any authority to limit or change any policies, practices or rules except as they may involve an application or interpretation of this agreement. Nor shall he have any authority to formulate or add any new policies or rules nor substitute his discretion for the Board's or Administration's discretion in cases where the Board or Administration is given discretion by this agreement. It is further understood that the salary schedule shall not be subject to arbitration and the arbitrator shall have no authority to establish or change any salary.

(6) At the time of the arbitration hearing either party shall have the right to examine and cross examine witnesses and to make a written record of the proceedings.

(7) No claim against the Board including claims for back wages by an employee covered by this agreement or by the Association shall be valid for any period prior to thirty working days from the date when the complaint out of which such claim arises was first filed in writing with the Administration.

(8) All costs incurred in connection with the preparation and presentation of each case shall be paid by the party incurring such costs. The expenses of each witness and the compensation of any witness for either party shall be paid by the party producing such witness. The arbitrator's fees and expenses shall be paid by the party against whom the award is rendered and all other expenses shall be borne by the party incurring them. The arbitrator shall designate for the purpose of this section, the party against whom the award is rendered.

(9) The arbitrator's decision shall be final and binding upon the Board, the Association, and the employee or employees involved.

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

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

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

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

I. Either party may after 24 hour notice to the other party be represented by persons other than those designated in the procedure at Levels Four and Five only.

J. All meetings between the parties under this Article III at Level Five shall be held outside of school hours unless an arbitrator requires that the hearing be held during school hours. In the event this occurs, then up to seven representatives of the Association including "parties of interest" shall be given released time from their duties under this contract without loss of compensation. In the event the Association representatives including "parties of interest" exceed seven, then the hearing must be held outside of school hours.

ARTICLE IV

A. Sick Leave

All teachers under contract employed by the Lakeview School District will be allowed ten (10) days sick leave with full pay, per school year. This sick leave is cumulative and if not used, carries over to subsequent years and may be used during such subsequent years in full, with the limitation that a teacher may not accumulate such sick leave in excess of One Hundred Twenty (120) days at any one time. The Superintendent may, at his discretion and the school's expense, order a medical report or a physician's examination concerning the health of a teacher who uses paid sick leave.

B. Workmen's Compensation Leave

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

C. Personal Leaves

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

D. Professional Business Leave

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

E. Funeral Leave

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

F. Maternity Leaves

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

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

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

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

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

(e) The leave shall be granted without pay, or advancement on the salary schedule, for a period not to exceed two years beyond the semester or summer period in which the leave becomes effective.

(f) Returns from such leave will be no earlier than six (6) weeks after termination of the pregnancy unless the teacher has the written consent of her doctor. This limitation does not apply to miscarriages.

(g) A female teacher adopting a child shall receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by probate court.

(h) If it seems necessary to continue the services of the teacher beyond the fifth (5th) month of pregnancy, as provided above all sick leave benefits provided in the Agreement remain applicable to the teacher for the entire length of her extended services.

G. Political Leave

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

H. Jury Duty Leave

A leave of absence shall be granted for jury duty provided the teacher applies for same immediately on notice from the Court. The teacher shall be paid the difference between the jury duty pay and his regular salary for the period served.

I. Military Leave

A teacher shall be granted a leave of absence without pay for military service of up to two (2) years, or longer if required by Federal Law. During any period of compulsory service the teacher shall be credited as though he has taught during the school years involved in the Lakeview System for purposes of advancement on the salary schedule and accumulating sick leave allowances only. The Board of Education may grant or withhold such advancement and allowances in its discretion during any period of noncompulsory military service.

ARTICLE V

Retirement

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

ARTICLE VI

Negotiations Procedures

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

B. All meetings to negotiate a Master Contract between the parties shall be held outside of school hours unless a mediator or fact finder appointed by the Michigan State Labor Mediation Board required to be present at a particular meeting insists that the meeting be held during school hours. In the event this occurs, then up to seven (7) representatives of the Association, including "parties of interest"; shall be given released time from their duties under this contract without loss of compensation. In the event such Association representatives exceed seven, then the hearing must be held outside of school hours.

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

D. To insure bargaining in good faith by both parties, once the negotiations are started, the sessions should be closed to the public.

E. Meetings will be held at a mutually agreed point. Meetings will be held at a time mutually agreed. Cancellation, termination of meetings, or additional meetings will be determined by both parties.

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

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

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

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

ARTICLE VII

Teaching Conditions

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

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

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

- (a) Physical Education classes
- (b) Vocal Music classes
- (c) Recess
- (d) Art

D. Adequate off street parking facilities shall be provided, and properly maintained and assigned for teacher use.

E. A private telephone for the teachers' reasonable use shall be made available in each building.

ARTICLE VIII

Faculty-Administration-Board of Education Communications

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

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

B. The school administration will schedule a meeting with the Lakeview Education Association each semester of the school year for the purpose of the Administration and the Association exchanging information and ideas relating to all aspects of the educational program. Other meetings for this purpose will be scheduled at the request of either party.

ARTICLE IX

Tenure and the Tenure Commission

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

B. The Lakeview School District Tenure Commission shall consist of six (6) members; two (2) members of the school administration, one (1) representative for the Board of Education, three (3) tenure teachers from the following areas, one (1) from the High School, one (1) from Junior High School, and one (1) from the Elementary School.

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

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

(a) It will be the duty of this commission to meet upon the request of the school board, any member of the school administration, or any teacher in regard to problems dealing with tenure.

(b) Decisions shall be made by a majority vote of the total membership of the commission; that is, by four of the six members.

(c) All decisions made by the commission are in the form of recommendations to the Board of Education.

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

(a) This advisor shall act as a liaison between the tenure assistants and the building principal.

(b) This advisor shall work with tenure assistants to be sure that the probationary teachers have proper guidance and supervision.

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

(a) The tenure assistants should meet with the new teachers during the teachers' workshop week.

(b) The tenure assistant shall make the new teacher familiar with:

- (1) School policies and traditions.
- (2) School routines.
- (3) Tenure procedures.
- (4) Educational and professional organizations.

(c) The tenure assistant shall meet with the probationary teacher when necessary and give suggestions when appropriate.

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

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

F. GENERAL:

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

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

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

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

(e) If the persons involved in any tenure issue are not satisfied with the results of local efforts to solve the problem after all the above procedures have been followed, the involved person(s) may then refer the issue to the State Tenure Commission.

ARTICLE X

Continuing Education Compensation

A. Recognizing the importance of continuing education to professional growth, teachers shall be compensated for graduate hours beyond their highest degree as follows:

(a) Only graduate hours will be reimbursed, except by special permission of the Superintendent.

(b) One Hundred Dollars (\$100.00) will be added to the teacher's contract for each ten (10) semester hours of graduate credit beyond the highest degree, not to exceed Two Hundred Dollars (\$200.00).

(c) Credits earned prior to completion of a degree shall not be applied for continuing education compensation beyond that degree.

(d) All teachers with an M. A. Degree plus 30 hours are encouraged to take additional courses which may be applied toward a higher degree.

(e) No more than Two Hundred Dollars (\$200.00) of continuing education compensation may be added beyond the schedule for the highest degree attained.

(f) Teachers who successfully complete their work for an additional degree or for continuing education compensation shall immediately have their compensation appropriately adjusted on a pro-rata basis.

(g) Continuing education compensation is to be added to the teacher's salary and pro-rated in accordance with the "Payroll Selection" Article XX.

ARTICLE XI

Professional Compensation

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

B. LAKEVIEW SCHOOL DISTRICT
1967 - 1968 SALARY SCHEDULE

<u>Step</u>	<u>B.A. Degree</u>	<u>M.A. Degree</u>	<u>M.A. Degree Plus 30 Hrs.</u>
0	\$6,000	\$ 6,400	\$ 6,700
1	6,330	6,760	7,060
2	6,660	7,120	7,420
3	6,990	7,480	7,780
4	7,320	7,840	8,140
5	7,650	8,200	8,500
6	7,980	8,560	8,860
7	8,310	8,920	9,220
8	8,640	9,280	9,580
9	8,970	9,640	9,940
10	9,300	10,000	10,300
11	9,630	10,360	10,660
12	-	10,720	11,020

C. Teachers shall be granted extra pay for certain extra duties in accordance with Exhibit A attached hereto entitled "Extra Pay for Extra Curricular Activities."

D. Based on the practice for the past year, the extra pay for extra curricular activities listed in Exhibit A is believed by the parties to be complete. However, in the event it is discovered that a teacher has received extra pay for an extra curricular activity during the past year and is continuing to perform these extra curricular activities, and said activity is not listed in Exhibit A, then the extra pay shall be continued and is also to be increased under the same formula as the extra pay schedule has been increased, unless otherwise specified in this Agreement. In the event a teacher has been performing extra duties without extra pay but which is compensated by the allowance of duty free time at another time of the day, then so long as the teacher continues to perform the extra duties, the duty free time shall also be continued and shall be deemed a part of the compensation for the extra duties.

E. It is agreed by the parties that in the event the percentages listed in Exhibit A would create a decrease in pay for any individual teacher performing an extra curricular duty, then the teacher would continue to receive the amount of extra pay received the previous year for such activity.

F. The following teaching areas have received extra pay in past years. It is believed that these assignments are no more involved than other classroom assignments. Therefore, it is agreed that the extra amount paid these teachers shall be reduced to one-half of the rate previously paid.

- (a) Teachers of mentally handicapped.
- (b) Speech therapists.
- (c) Remedial Reading teachers.
- (d) Industrial Arts teachers.
- (e) Drafting teachers.
- (f) Home Economics teachers.
- (g) Elementary Band and Elementary String teachers.
- (h) Elementary and Junior High Vocal Music teachers.
- (i) Elementary Librarian.

G. Teachers who teach a class beyond the normal five classes shall be compensated for the extra class at a rate of seventeen (17) percent of their teaching salary.

H. Teachers required to work beyond the normal school year shall be compensated at a rate of One Hundred Fifty Dollars (\$150.00) per week.

I. Visiting Teacher - The visiting teacher shall be placed on schedule at one level beyond the highest degree attained.

J. Coordinator of Distributive Education - The coordinator shall be advanced one step on the salary schedule.

ARTICLE XII

Employment & Transfer

A. In initial employment the employee should be appraised of his other assignments. Staff members should be notified by bulletin announcement of vacancies within the district during the school year. Transfers should be made on the basis of value to both the district and the individual.

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

C. Transfer procedures will tend to follow the same pattern used in any filling of vacancies. When vacancies occur in any category, all staff in that category will be alerted by bulletin announcement and job description of the position. Any professional staff member desiring to be reassigned or transferred to the announced position should make written application within five (5) days of the posted notification to the appropriate administrator.

D. The Superintendent's Office will provide a form to all teachers on which they may indicate a request for transfer to another teaching position for the fall term, if such position becomes vacant. The form is to be provided to the teachers prior to ten (10) days before the end of the school year and must be filed prior to the end of the school year.

E. All new teachers employed by the Lakeview School District shall be given full credit on the salary schedule for years spent in previous teaching experience, not to exceed eight (8) years.

F. A teacher, upon written request to the administration, shall be transferred from any extra curricular activity one year after the teacher makes such request. The Board reserves the right to make this transfer at any time after the request is made.

G. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instruction program. The Superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through a professional agreement procedure.

H. Any teacher who shall be or has been transferred to a supervisory or executive position and shall later return to a teacher status shall be credited as though he were a teacher during the school years involved in the Lakeview School District for all purposes covered in this Agreement except that he shall not be entitled to file a grievance with respect to his supervisory or executive position or anything that occurred during such term of employment.

I. No teacher will be released from his contract after July 1 to accept another teaching position until a satisfactory replacement has been secured.

ARTICLE XIII

School Dismissal

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

ARTICLE XIV

Conferences

There are specified times for conferences in the Junior High and Elementary Schools. The Junior High School parent-teacher conferences will continue as scheduled--one and one-half days per semester. The Elementary parent-teacher conferences will continue as scheduled--two days per semester. Additional time shall be given to kindergarten teachers for such conferences.

ARTICLE XV

Qualifications and Assignments

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

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their major or minor field of study.

C. All teachers shall be given notification of a change of their schedules for the forthcoming year no later than the 15th day of June. In the event that changes in such schedules are proposed at a later date, all teachers affected shall be consulted on the matter. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

D. Before employment teachers shall be given a copy of the current Master Agreement between the Association and the Board. In the event that an agreement is not in effect, the prospective teacher will be given the latest agreement between the Association and the Board.

E. Upon employment the Board will furnish to the membership chairman of the Association the following information:

- (a) Position and building
- (b) Extra Curricular assignments.
- (c) Present mailing address.

F. Upon request of the Association the Superintendent will provide a written statement that the contract between the Board and a particular teacher meets all the conditions of the collective bargaining agreement and does not exceed the terms of the agreement.

G. Except with respect to teachers new to the system, assignments in the areas of adult education, driver education, extra duties enumerated in Exhibit A, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district, with the exception of the positions in adult education.

ARTICLE XVI :

Health Examinations

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

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

ARTICLE XVII

Expense Reimbursement

Teachers who use their own automobile on properly authorized school business shall be paid at the rate of ten cents (\$0.10) per mile.

ARTICLE XVIII

Payroll Deductions

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

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

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

D. The School Business Office shall accept professional association membership application forms for purposes of processing or payroll deduction of dues only from the Membership Committee of the Lakeview Education Association or its designated representatives.

ARTICLE XIX

Insurances

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

B. The Lakeview School District shall without expense to the teacher provide him with Blue Cross and Blue Shield Comprehensive Hospital semi-private, certified M-75, Riders D, M, S, F Surgical and Accident Insurance effective September 1, 1967. The teacher must pay for dependent coverage if he desires same.

As an alternative and at the teacher's election, which election must be made prior to September 15 of each year or within thirty (30) days after employment, if later, the Lakeview School District shall pay to the School Employees Credit Union an amount equivalent to the cost of such Blue Cross Coverage provided the teacher has health insurance coverage with the Michigan Education Association.

ARTICLE XX

Payroll Selection

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

ARTICLE XXI

Longevity

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

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

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

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

ARTICLE XXII

Professional Studies Committee

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

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

- (a) Should a seven-period day be established for the junior high schools?
- (b) Junior high school parent-teacher conferences.
- (c) Continue the joint studies of possible curriculum changes.
- (d) Continue study of methods to continue our progress toward a more ideal pupil-teacher ratio for more effective programs.
- (e) Study the need for more clerical help for teachers.
- (f) Study the use and possible uses of federal aid in the system.
- (g) A high school guidance study committee consisting of the counselors and the director, plus any other appropriate person(s).
- (h) Policy manuals.
- (i) Methods of providing more released time for elementary teachers.

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

ARTICLE XXIII - School Calendar
1967-1968

Monday, August 28	Orientation for New Faculty Members
Tuesday, August 29	All Faculty Workshop
Wednesday, Thursday, August 30, 31	All Faculty Workshop
Friday, Sept. 1	Teacher attendance not required.
Monday, Sept. 4	Labor Day - No School
Tuesday, Sept. 5	School Opens
October 12 and 13	MEA Region 4 Meetings
Nov. 23 and 24	Thanksgiving Vacation
Monday, Nov. 27	Classes Resume
Dec. 21, 22, 25, 26, 27, 28, 29, Jan. 1	Christmas Holidays
January 2	School Resumes
January 26	End of First Semester - No Classes
Monday, January 29	Second Semester Begins
April 15, 16, 17, 18, 19	Easter Vacation
Monday, April 22	School Resumes
May 30	Memorial Day - No School
June 7	Last Day for Students
June 10, 11 and Morning of 12th	Record Days for Teachers

All teachers shall be on duty one hour per day beyond the class schedule for students. The schedule of this time shall be established by individual building principals.

ARTICLE XXIV

Association and Teacher Rights

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

B. The Association and its representatives shall have the right to use the school buildings for meetings and office equipment for Association business, with the consent of the principal, at all reasonable hours. The Association agrees to pay any custodial costs which would not otherwise be incurred, and the cost of all materials and supplies incident to such use.

C. The Association shall have the right to post notices of its activities and matters of Association concern on faculty room bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial reports and audits, roster of certificated personnel, county allocation board budgets, agendas and minutes of all public Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

E. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, political affiliation, national origin, age, sex, marital status.

F. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, religion, sex, marital status, political affiliation, age or national origin.

G. The building principals should be notified at least one day in advance for Association meetings that would require the released time of the teacher from his after school time obligation. This released time shall be limited to three times per month unless otherwise authorized by the building principal. Teachers are encouraged to minimize the Association business which might infringe upon teaching duties.

ARTICLE XXV

Student Discipline and Teacher Protection

A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, 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. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of these responsibilities with respect to such pupil.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

C. A teacher may exclude a pupil for the balance of the class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

D. Any case of assault upon a teacher shall be promptly reported to the principal or his designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

E. The Board of Education will continue to carry policies of insurance providing a "Corporal Punishment" type coverage for all teachers, provided such coverage is available.

F. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher which occurs as a result of disciplining a student or students.

G. No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is first reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the administration shall inquire of, counsel with, or notify the teacher involved, or the Association.

ARTICLE XXVI

Academic Freedom

A. 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. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged, subject only to accepted standards of professional educational responsibility.

B. All teachers will be encouraged to express themselves freely on policies at professional meetings and other meetings to safeguard their legitimate interests.

ARTICLE XXVII

Reductions in Personnel and Annexations and Consolidations of Districts

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor and upon any school district into which or with which this district shall be merged or combined, until the end of the school year in which the consolidation occurred.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district, until the end of the school year in which the consolidation occurred.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board reserves the right to retain teachers based on serving the best interests of the children in the district. However, tenure teachers with permanent teaching certificates will be given strong consideration over non-tenure teachers in their own major field and recent previous experience.

In such instances the administration will confer with and receive recommendations from faculty representatives regarding the proposed curtailment. This will be accomplished by all members of the elementary administration meeting with representatives of the elementary faculty, all members of the junior high school administration meeting with representatives of the junior high school faculty, and all members of the high school administration meeting with members of the high school faculty.

ARTICLE XXVIII

Maintenance of Standards

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

ARTICLE XXIX

Severability

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

ARTICLE XXX

DURATION OF AGREEMENT

This contract is for the 1967-1968 school year and becomes effective August 29, 1967, and expires at 12:00 o'clock midnight on August 15, 1968. Negotiations for the 1968-1969 contract will commence not later than ninety (90) days prior to the expiration of this Agreement

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

BOARD OF EDUCATION
LAKEVIEW SCHOOL DISTRICT

BY Brainerd S. Sabier
Vice President

AND Doretha Barnes
Secretary

LAKEVIEW EDUCATION ASSOCIATION

BY Albert Mumford
President

AND Susan Carpenter
Secretary

AND Ted VanderVoort
Professional Negotiations
Chairman

EXHIBIT A

EXTRA PAY FOR EXTRA CURRICULAR ACTIVITIES

The following percentages applied to the base of the
BA Scale

Athletic Director - H.S.	21.5%
Head Football	18.5
Assistant Football	10.0
Reserve Head Football	9.
Reserve Assistant Football	9.
Freshman Head Football	8.
Freshman Assistant Football	8.
8th Grade Head Football	7.
8th Grade Assistant Football	6.
7th Grade Head Football	6.
7th Grade Assistant Football	5.
6th Grade Head Football	3.7
6th Grade Assistant Football	2.5
Head Basketball	18.5
Reserve Basketball	10.
Freshman Basketball	8.
8th Grade Head Basketball	7.
8th Grade Assistant Basketball	6.
7th Grade Head Basketball	6.
7th Grade Assistant Basketball	5.
6th Grade Head Basketball	3.7
6th Grade Assistant Basketball	2.5
Head Swimming	14.
Assistant Swimming	9.5
Freshman Swimming	4.
Head Wrestling	14.
Assistant Wrestling	9.5
Junior High Wrestling	5.
Head Tennis	7.5
Assistant Tennis	5.
Head Golf	7.5
Head Cross Country	9.
Head Track	13.
Assistant Track	8.
Freshman Track	6.
Head Baseball	13.
Assistant Baseball	8.
Reserve Baseball	8.
Freshman Baseball	6.
Jr. High Spring Sports	3.
Athletic Director - Jr. High	7.
Cheerleading - H.S.	6.
Cheerleading - Jr. High	3.
Audio Visual - H.S.	1 Hr. Released Time
Audio Visual - Jr. High	2.
Department Heads - H.S. - Math, Science, Social Science, English, P.E.	
J.H. - P.E., Math, Science, Social Science, English	
Upper Elementary -	
Lower Elementary -	4.

Early Morning Study Hall	5.5%
GAA - H.S.	6.
GAA - Assistant - H. S.	2.
GAA - Jr. High	3.
Noon Hour Supervisor - Jr. High	4.
Mastersingers and May Festival	8.
Vocal Music and Fantasy	8.
Orchestra and Fantasy	8.
Dramatics and Fantasy	8.
H.S. Band and Fantasy (Includes Pre-School Practice)	15.
Yearbook - H.S.	6.
Yearbook - Jr. High	2.
Library Aides - Elementary	5.5
Aqua Sprites	6.
Jr. High Instrumental Music	4.5
Debate - H.S.	6.5
Newspaper - H.S.	6.
Intramurals - H.S.	\$3.50 Per Hr.
Intramurals - Jr. High	5.%
Class Advisors - 7th and 8th Grades	2.
- 9th and 10th Grades	2.5
- 11th Grade	3.
- 12th Grade	4.
Building Coordinator	10.
Driver Education - Driving:	\$5.00 Per Hr.
- Classroom Teaching	5.50 Per Hr.
- Director	.25 Per Hr. Additional
	to Driving or Classroom
	Teaching Pay

ARTICLE XXV

SEVERABILITY

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

ARTICLE XXVI

DURATION OF AGREEMENT

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

* * * * *

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

BOARD OF EDUCATION
LAKEVIEW SCHOOL DISTRICT

BY _____
President

AND _____
Secretary

LAKEVIEW EDUCATION ASSOCIATION

BY _____
President

AND _____
Secretary

AND _____
Professional Negotiations Chairman