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Lakeview School District
(Calhoun County)

PROFESSIONAL NEGOTIATIONS AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE LAKEVIEW SCHOOL DISTRICT
AND THE
LAKEVIEW EDUCATION ASSOCIATION
CALHOUN COUNTY 1970-1971

MIEA
1216 Wendale
East Lansing, Mich.
48823

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PROFESSIONAL NEGOTIATIONS

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 professional according to the highest ethical standards.

We acknowledge the magnitude of the professional 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.

I N D E X

| | | | <u>Page</u> |
|--------------|---|---|-------------|
| ARTICLE I | - | Recognition | 1 |
| ARTICLE II | - | Board of Education Rights | 2 |
| ARTICLE III | - | Professional Rights and Responsibilities Procedures | 2 |
| ARTICLE IV | - | A. Sick Leave | 7 |
| | | B. Workmen's Compensation Leave | 8 |
| | | C. Personal Leave | 8 |
| | | D. Professional Business Leave | 8 |
| | | E. Funeral Leave | 9 |
| | | F. Maternity Leaves | 9 |
| | | G. Political Leave | 10 |
| | | H. Jury Leave Duty | 10 |
| | | I. Military Leave | 10 |
| | | J. Educational Study | 10 |
| | | K. Exchange Teacher Leave | 11 |
| | | L. Leaves of Absence | 11 |
| ARTICLE V | - | Retirement | 11 |
| ARTICLE VI | - | Negotiations Procedures | 11 |
| ARTICLE VII | - | Teaching Conditions | 12 |
| ARTICLE VIII | - | Faculty-Administration-Board of Education Communications | 14 |
| ARTICLE IX | - | Tenure | 14 |
| ARTICLE X | - | Continuing Education Compensation | 15 |
| ARTICLE XI | - | Professional Compensation | 16 |
| ARTICLE XII | - | Employment and Transfer | 17 |
| ARTICLE XIII | - | School Dismissal | 18 |
| ARTICLE XIV | - | Conferences | 19 |

| | | | <u>Page</u> |
|----------------|---|---|-------------|
| ARTICLE XV | - | Qualifications and Assignments | 19 |
| ARTICLE XVI | - | Health Examinations | 20 |
| ARTICLE XVII | - | Expense Reimbursement | 20 |
| ARTICLE XVIII | - | Payroll Deductions | 21 |
| ARTICLE XIX | - | Insurances | 21 |
| ARTICLE XX | - | Payroll Selection | 22 |
| ARTICLE XXI | - | Longevity | 22 |
| ARTICLE XXII | - | School Calendar 1970-1971 | 23 |
| ARTICLE XXIII | - | Association and Teacher Rights | 24 |
| ARTICLE XXIV | - | Student Discipline and Teacher Protection | 26 |
| ARTICLE XXV | - | Academic Freedom | 27 |
| ARTICLE XXVI | - | Reductions in Personnel and Annexations and Consolidations of Districts | 27 |
| ARTICLE XXVII | - | Maintenance of Standards | 28 |
| ARTICLE XXVIII | - | Strikes and Sanctions | 28 |
| ARTICLE XXIX | - | Severability | 29 |
| ARTICLE XXX | - | Duration of Agreement | 29 |

AGREEMENT

THIS AGREEMENT entered into this 21st day of August, 1970, 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) Grievance Committee shall be abbreviated herein as (GC) 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 Grievance Committee (GC), which committee shall then make a redetermination as to whether a justifiable complaint exists. The AR and the GC 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 Grievance Committee, 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 complaint 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 GC within three (3) school days from the principal's decision. The GC shall have five (5) school days within which to reconsider the principal's decision. If the GC 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 GC thinks the principal's decision was not just, then the BC shall move the matter to "Level Three."

(c) Level Three

The GC, 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 GC, 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 GC 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 (15) calendar days of the conclusion of Level Four of this procedure. Such notification shall indentify 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 (5) 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.

(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 (30) 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 in equal one-half shares by the parties, and all expenses shall be borne by the party incurring them.

(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 Level Four and Level 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.

K. The (GC) shall notify the Board of Education and/or the Superintendent in writing within five (5) school days if a complaint, which has not been resolved at Levels Two, Three or Four, is to be moved to the next level. If the (GC) has not notified the Board of Education and/or the Superintendent within five (5) school days, then the complaint shall be considered dropped and may not be reasserted.

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. Any new teacher, during his first year of employment, who uses his full ten (10) days of sick leave, shall be allowed to borrow up to five (5) days from the sick leave to which he would be entitled for the following year when seriously ill and confined to home or a hospital and under the care of a medical doctor. 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 fifty (150) days at any one time. The Superintendent may, at his discretion and at the school's expense, order a medical report or a physician's examination concerning the health of a teacher who uses paid sick leave.

Each teacher's individual contract will indicate the number of accumulated unused sick days at the commencement of the school year.

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 Leave

Each teacher shall be entitled to one (1) day of personal business leave with pay, non-cumulative, each year to attend to personal business of an urgent nature which cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. Activities relating to personal pleasure or profit, recreation, social functions, interviews for new employment, vacations and other similar activities are not justification for a personal leave. The teacher may be required to provide the reason for such leave when applying for same.

No such leave may be taken on the day preceding or following a holiday or vacation or the first and last day of a school year.

Teachers must apply in writing for all such leaves not less than 24 hours in advance, except in extreme emergencies, and then must arrange for the leave personally or by telephone.

The Administration may require the teacher to provide proof to substantiate the reason for the leave.

The Superintendent may, in his sole discretion, grant additional personal business leave days without pay and, in his sole discretion, may grant a second personal business leave day with pay, subject to all of the above restrictions and conditions.

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 of one (1) year beyond the semester or summer period in which the leave becomes effective, and upon proper application by the teacher an additional year of leave shall be granted.

(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 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 one (1) year, and shall not be extended beyond one (1) additional year, for a total of two (2) years, and shall be limited to one (1) campaign.

H. Jury Leave Duty

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 such period of 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, longevity pay, and accumulating sick leave allowances only.

J. Educational Study

A leave of absence without pay for up to one (1) year, renewable for an additional year, will be granted to any tenure teacher for further educational study upon proper application. The teacher must apply in writing prior to the end of the school year, and the leave must cover a full school year, provided, however, the Superintendent may approve shorter leave. The teacher shall be credited as though he has taught during the school year involved for purposes of advancement on the salary schedule, accumulating sick leave allowances and longevity pay.

K. Exchange Teacher Leave

Tenure teachers may request exchange teacher leave and shall supply full details of such leave to the Superintendent. The Superintendent at his sole discretion may grant said leave for a one year period. The teacher shall be credited as though he has taught during the school year involved for purposes of advancement on the salary schedule, accumulating sick leave allowances and longevity pay.

L. Leaves of Absence

Any of the above leaves of absence which are granted or extended for a full semester or more are on the condition that the teacher upon returning cannot be assured of returning to the building or position where he formerly taught, but only is assured that he will be eligible to return to the Lakeview System to a position for which he is qualified and certified, provided such a position is open at the time the teacher advises in writing that he intends to return or becomes open thereafter.

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 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 (7), 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 the pupil teacher ratio is an important aspect of an effective educational program.

B. If a teacher feels that because of class size an intolerable teaching situation is created, said teacher may request a review by a committee consisting of the Superintendent or his designate, the building principal, the teacher involved and an Association Representative. Said committee shall review the circumstances in each such case and shall issue its recommendations to the Board of Education with respect to no more than five such cases per semester. The Board shall resolve such cases in its sole discretion.

C. All full time classroom teachers at the Junior and Senior High Schools shall have a planning period each day equal to the length of a class period, to be administered on the same basis as during the 1969-70 school year; provided, however, in order to have flexibility in scheduling, the Administration may, in cases of special teachers and in other cases where the teacher involved consents, schedule five planning periods per week, but not in excess of two in any one day, and the requirements of this paragraph shall be deemed satisfied.

D. Planning 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 classes

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

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

G. No teacher in the Lakeview School District shall be required to have a student teacher. All teachers shall have the right to refuse a student teacher.

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

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 or department chairman 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.

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), except in the case of the MA Degree plus thirty (30) semester hours.

(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 MA 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, except in the case of the MA Degree plus 30 semester hours.

(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.

B. A teacher with an MA Degree plus 30 semester hours shall be paid Three Hundred Dollars (\$300.00) in addition to the amount for the appropriate step on the MA track of the salary schedule. Credits applying on the 30 hours beyond the MA Degree must comply with the provisions of Paragraph A of this Article X. The rules in effect during the 1969-70 school year for qualification for an MA Degree plus 30 semester hours shall continue to apply.

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 (1) 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
1970 - 1971 SALARY SCHEDULE

| <u>Step</u> | <u>BA Degree</u> | <u>MA Degree</u> |
|-------------|------------------|------------------|
| 0 | \$ 7,490 | \$ 8,025 |
| 1 | 7,921 | 8,516 |
| 2 | 8,352 | 9,006 |
| 3 | 8,783 | 9,497 |
| 4 | 9,214 | 9,987 |
| 5 | 9,645 | 10,478 |
| 6 | 10,076 | 10,968 |
| 7 | 10,507 | 11,459 |
| 8 | 10,938 | 11,949 |
| 9 | 11,369 | 12,440 |
| 10 | 11,800 | 12,930 |
| 11 | 12,230 | 13,421 |
| 12 | - | 13,910 |

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. Teachers in the Junior High and High School who teach a full extra class beyond the normal five (5) classes every school day and who also make up their planning period every school day, shall be compensated for the extra class at a rate of seventeen (17) per cent of their teaching salary. This seventeen (17) per cent shall not be prorated for teachers who may have some agreed upon assignment which is

not a full time class assignment, except in the case of the Junior or Senior High School study hall assignment, and in such assignments the teacher shall be compensated at the rate of 3.4% of his teaching salary for each school day of the week during which they are so assigned for the full school year. (This latter provision shall apply only in those instances where a Junior or Senior High School teacher has a study hall assignment in addition to his normal teaching assignment of five classes per day plus one planning period and where this study hall assignment is for less than five days per week.

E. Teachers required to work beyond the normal school year shall be compensated at a rate of One Hundred Seventy-five Dollars (\$175.00) per week.

F. All Certified Diagnosticians and Certified School Social Workers shall be placed on schedule at one level beyond the highest degree attained.

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

ARTICLE XII

Employment and 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 within one (1) year after the teacher makes such request, providing that the Administration agrees that the extra curricular activity is not an integral part of the teacher's regular assignment (e.g., instrumental music and band). 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 instructional 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 grievance 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. All faculty members are required to place on file in the administrative office a record of x-ray examination or tuberculin test each year taken by the Calhoun County Health Department, at no cost to the teacher, showing that he is free from tuberculosis.

ARTICLE XVII

Expense Reimbursement

A. A teacher whose daily job, as assigned by the Administration, requires him to travel to more than one (1) school building in a day, shall receive a fixed transportation allowance. If his daily job requires him to work in three (3) or more buildings, the extra pay shall be One Hundred Fifty Dollars (\$150.00) per year. If his daily job requires him to travel to two (2) buildings, he shall receive Fifty Dollars (\$50.00) per year.

B. Teachers who use their own automobiles on properly authorized school business shall be paid at the rate of ten cents (\$0.10) per mile. If the school car is available, teachers must use this method of transportation. If the school car is available and is not used, teachers will not be reimbursed.

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 purpose 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. Deductions may also be authorized for the 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 the insurance shall be \$6,000 for all teachers.

B. The Lakeview School District shall pay up to \$14.60 per month for the cost of single subscriber, group coverage with Michigan Blue Cross and Blue Shield on behalf of each teacher who has such coverage and for those with dependency coverage with Michigan Blue Cross and Blue Shield, up to \$27.00 per month toward the cost of such insurance for the employee and his dependents. The teacher shall pay any cost in excess of that paid by the District as provided above. The Blue Cross-Blue Shield coverages shall be the same as during the 1969-70 school year.

As an alternative, and at the teacher's election, which election must be made prior to September 15 of each year or within 30 days after employment, if later, the Lakeview School District shall pay to the School Employees Credit Union an amount which shall be the lesser of \$14.60 per month for teachers who are single subscribers and \$27.00 per month for teachers with dependents, or the monthly cost of either single subscriber or dependency coverage, as appropriate, with MEA Insurance; provided the teacher has such 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 (5) 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:

Years of Service

Addition to Base Pay

| | |
|---------------|--------------------|
| 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

School Calendar 1970-1971

| | | |
|-----------|------------------|--|
| Tuesday | August 25 | New Teachers Report |
| Wednesday | August 26 | All Teachers Report |
| Monday | August 31 | First Day for Students |
| Monday | September 7 | Labor Day - No School |
| Thursday | November 5 | Parent Teacher Conferences, Elementary & Jr. High High School in Session |
| Friday | November 6 | Parent Teacher Conferences, Elementary & Jr. High High School - Workshop |
| Wednesday | November 25 | Last Day of School before Thanks- giving |
| Thursday | November 26 | Thanksgiving - No School |
| Friday | November 27 | Thanksgiving Vacation - No School |
| Monday | November 30 | School Resumes |
| Friday | December 18 | Last Day of School before Christ- mas |
| Monday | December 21 to (| Christmas Vacation |
| Friday | January 1 (| |
| Monday | January 4 | School Resumes |
| Friday | January 22 | Semester Records Day |
| Monday | February 15 | MEA - No School |
| Tuesday | February 16 | MEA - No School |

School Calendar 1970-1971 (continued)

| | | |
|-----------|--------------|--|
| Wednesday | March 31 | Elementary and Jr. High Conferences - No School in A.M. High School in Session |
| Thursday | April 1 | Elementary and Jr. High Conferences - No School in P.M. High School in Session |
| Friday | April 2 | Parent Teacher Conferences, Elementary & Jr. High High School - In-Service Day Last Day of School before Spring Vacation |
| Monday | April 5 to (| Spring Vacation |
| Friday | April 9 (| |
| Monday | April 12 | |
| Monday | May 31 | Memorial Day Vacation |
| Friday | June 11 | Last Day for Students |
| Tuesday | June 15 | Last Day for Teachers |

WORKSHOPS:

| | |
|--------|-------------------------|
| Friday | October 16, 1970 - P.M. |
| Friday | March 12, 1971 - A.M. |

If legislative action or a Michigan Department of Education regulation changes this calendar so that it is not possible to have 180 days of school, the Association agrees to the extension of the school year equivalent to the amount of time needed to comply with the 180 days required under the law.

ARTICLE XXIII

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 or 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 XXIV

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 the 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 will 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 XXV

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 XXVI

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 XXVII

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 XXVIII

Strikes and Sanctions

A. During the term of this Agreement neither the Association nor any persons acting in its behalf nor any individual teacher will cause, authorize or support, nor will any Association members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties or employment) for any purposes whatsoever. It is further agreed the Association will not itself and will

not request any other organization to place a sanction of any form on the Lakeview School District, provided, however, that in the event the Michigan Education Association and its affiliates places a sanction on every district within the state, then the Lakeview Education Association shall not be bound by this prohibition against sanctions with respect to that situation only.

B. The Association will not support the action of any teacher taken in violation of this article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this article.

C. Willful violation of this article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.

D. The Board of Education in the event of violation of this article will have the right in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association.

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 1970-1971 school year and becomes effective August 21, 1970, and expires at 12:00 o'clock midnight on August 21, 1971. Negotiations for the 1971-1972 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 Jean A. Herz
President

and Doretha Barnes
Secretary

LAKEVIEW EDUCATION ASSOCIATION

BY Tad P. VanderVoort
President

and James M. Culver
Secretary

and John J. Sweet
Professional Negotiations
Chairman

EXHIBIT A

EXTRA PAY FOR EXTRA CURRICULAR ACTIVITIES

1970-71 School Year

The following percentages applied to the base of the BA Scale

| | |
|-------|--------------------------------------|
| 21.5% | Athletic Director - High School |
| 18.5% | Head Football Coach |
| 10 % | Assistant Football Coach |
| 10 % | Reserve Head Football Coach |
| 9 % | Reserve Assistant Football Coach |
| 9 % | Freshman Head Football Coach |
| 8 % | Freshman Assistant Football Coach |
| 7 % | 8th Grade Head Football Coach |
| 6 % | 8th Grade Assistant Football Coach |
| 6 % | 7th Grade Head Football Coach |
| 5 % | 7th Grade Assistant Football Coach |
| 5 % | 6th Grade Head Football Coach |
| 4 % | 6th Grade Assistant Football Coach |
| 18.5% | Head Basketball Coach |
| 10 % | Reserve Basketball Coach |
| 9 % | Freshman Basketball Coach |
| 7 % | 8th Grade Head Basketball Coach |
| 6 % | 8th Grade Assistant Basketball Coach |
| 6 % | 7th Grade Head Basketball Coach |
| 5 % | 7th Grade Assistant Basketball Coach |
| 5 % | 6th Grade Head Basketball Coach |
| 4 % | 6th Grade Assistant Basketball Coach |
| 14 % | Head Swimming Coach |
| 9.5% | Assistant Swimming Coach |
| 7.5% | Freshman Swimming Coach |
| 14 % | Head Wrestling Coach |
| 9.5% | Assistant Wrestling Coach |
| 5 % | Junior High Wrestling Coach |
| 7.5% | Freshman Wrestling Coach |
| 9 % | Head Tennis Coach |
| 6 % | Assistant Tennis Coach |
| 9 % | Head Golf Coach |
| 9 % | Head Cross Country Coach |
| 13 % | Head Track Coach |
| 8 % | Assistant Track Coach |
| 6 % | Freshman Track Coach |
| 13 % | Head Baseball Coach |
| 8 % | Assistant Baseball Coach |
| 8 % | Reserve Baseball Coach |
| 6 % | Freshman Baseball Coach |

EXHIBIT A (cont'd)

| | |
|----------------|--|
| 4 % | Junior High Spring Sports Director |
| 7 % | Athletic Director - Junior High School (If assignment includes all Junior High Schools in District.) |
| 5 % | Athletic Director - Junior High School (If assignment includes only one Junior High School.) |
| 4 % | Girls Basketball Coach |
| 3 % | Girls Track Coach |
| 6 % | Cheerleading Director - High School |
| 3 % | Cheerleading Director - Junior High School |
| 1 Hr. Released | |
| Time | Audio Visual Director - High School |
| 3.5% | Audio Visual Director - Junior High School |

Department Heads - High School:

| | |
|-----|--------------------|
| 4 % | Mathematics |
| 4 % | Science |
| 4 % | Social Science |
| 4 % | English |
| 4 % | Physical Education |
| 4 % | Business Education |

Department Heads - Junior High School:

| | |
|-----|--------------------|
| 4 % | Mathematics |
| 4 % | Science |
| 4 % | Social Science |
| 4 % | English |
| 4 % | Physical Education |

Department Heads - Elementary:

| | |
|-----|------------------|
| 4 % | Upper Elementary |
| 4 % | Lower Elementary |
| 4 % | 6th Grade |

| | |
|------|--|
| 5.5% | Early Morning Study Hall |
| 6 % | GAA Director - High School |
| 2 % | GAA Assistant Director - High School |
| 3 % | GAA Director - Junior High School |
| 5 % | Noon Hour Manager - Junior High School |
| 5 % | Noon Hour Lunch Room Supervisor - Junior High School |
| 8 % | Mastersingers and May Festival Director |
| 8 % | Vocal Music and Fantasy Director - High School |
| 8 % | Orchestra and Fantasy Director - High School |
| 8 % | Dramatics and Fantasy Director - High School |
| 15 % | Band and Fantasy Director - High School (Includes pre-school practice) |
| 6 % | Yearbook Director - High School |
| 2 % | Yearbook Director - Junior High School |
| 6 % | Aqua Sprites Director - High School |

EXHIBIT A (cont')

| | |
|---------------|--|
| 4.5% | Instrumental Music Director - Junior High School |
| 3 % | Vocal Music Director - Junior High School |
| 6.5% | Debate Coach - High School |
| 6 % | Newspaper Director - High School |
| \$3.50 per hr | Intramurals Director - High School |
| 4 % | Intramurals Director - Junior High School |

Class Advisors:

| | |
|------|------------------------------------|
| 2 % | 7th and 8th Grades |
| 2.5% | 9th and 10th Grades |
| 3 % | 11th Grade |
| 4 % | 12th Grade |
| 10 % | Building Coordinator - High School |

Driver Education:

| | |
|---------------|--|
| \$5.90 per hr | Driving |
| \$6.40 per hr | Classroom Teaching |
| | Director - \$.25 per hour additional to driving or classroom teaching pay |

Notes: General Note - No teacher may draw extra duty pay for more than one extra-duty assignment performed during the same time period and no teacher will be required to perform more than one such assignment during the same time period.

Lakeview School District
300 Highland Avenue
Battle Creek, Michigan

August 25, 1970

Lakeview Education Association
300 Highland Avenue
Battle Creek, Michigan

Attention: Gordon Burrows, President

Re: Letter of Intent

Gentlemen:

This letter is written in connection with the settlement of the 1970-1971 Collective Bargaining Agreement and is to give you further assurances regarding classloads.

The following additional teachers will be added to our school system to reduce class sizes:

Elementary - A net gain of 2. We actually hired 3 additional teachers, but we will have a half time Kindergarten teacher at Prairieview School and a half time Kindergarten teacher at Territorial, so the net gain is 2.

Junior High - There will be 4 additional teachers at the Junior High Schools, 1 at Highland and 3 at Woodrow.

High School - There will be 3 additional teachers at the High School.

This will make a total of 9 full time classroom teachers. In addition to these 9 full time teachers there will be one Type A teacher for the mentally handicapped, 1 Remedial Reading teacher at the Elementary level, and 4/5 additional Art teacher. The 4/5 results from the fact that Mrs. Harsha taught 1/5 time last semester and will now be a full time teacher. The time of the Diagnostician will be increased, and the time of the Social Worker, Mrs. Beryl Zinn, will be increased, and the position vacated by Mrs. Barbara Stockman as Social Worker will be filled if possible.

This will result in a net increase in excess of 12 additional teachers for the school system for the 1970-1971 school year.

Lakeview Education Association
August 25, 1970
Page -2-

The Principals of all buildings estimated enrollment on August 21, 1970 for the opening day of School 1970 listing new enrollments and those known dropouts. It is the best estimate of the Principals that our total enrollment will be 5,475 students which is a loss of 27 students over the previous year, with 40 High School students going to the Vocational School in Battle Creek in the morning and another 40 High School students in the afternoon. Thus, it is our estimate that we will have a net loss of 67 students in the entire system next year.

The Elementary Principals estimated all new enrollments and dropouts as of August 21, 1970 for the 1970-1971 school year, and the resulting average per grade is as follows:

| | |
|--------------|-------|
| Kindergarten | 21.05 |
| First Grade | 25.3 |
| Second Grade | 26.06 |
| Third Grade | 26.0 |
| Fourth Grade | 27.8 |
| Fifth Grade | 26.93 |

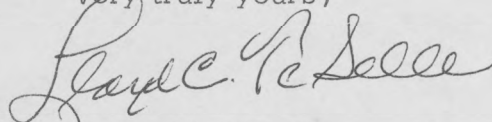
Of course, these are projections which are subject to change as pupils move in and out of the district.

During the 1970-1971 school year reasonable efforts will be made at levels K-3 to keep a maximum class size of 30 students.

Every elementary classroom will be used for instructional purposes this year.

As you will note from the above, there will be a substantial improvement in classloads at all levels and particularly at the Elementary level.

Very truly yours,



Lloyd C. TeSelle
Superintendent