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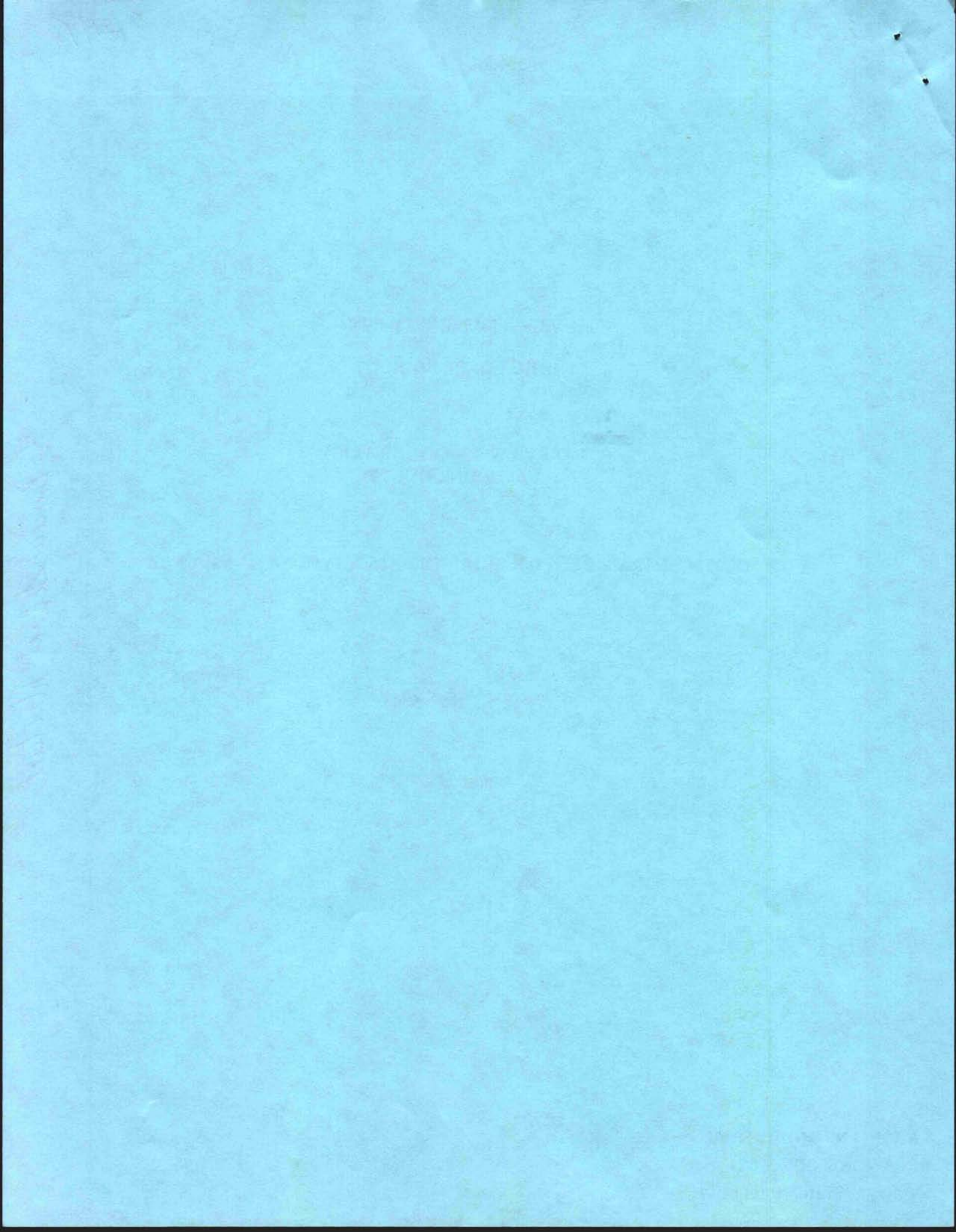
AGREEMENT BETWEEN
THE BOARD OF EDUCATION
of the
LAKEVIEW SCHOOL DISTRICT
CALHOUN COUNTY
and
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/LEA-MEA-NEA

Effective August 20, 1995

to

August 21, 1998

Lakeview School District



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 20th day of August, 1995, by and between the Board of Education of LAKEVIEW SCHOOL DISTRICT, hereinafter called the "Board," and SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/LEA-MEA-NEA, 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 South Central Unified Bargaining Association (hereinafter referred to as SCUBA) as the exclusive and sole bargaining representative for the Association. Included are regular full-time and regular part-time certified teaching personnel employed under regular tenure or probationary contracts as teachers, department heads, guidance counselors, driver education instructors, librarians, permanent substitutes, and coaches, if otherwise in the bargaining unit, by the Lakeview School District.

Excluded are superintendent, deputy superintendent, assistant superintendent, business manager, principals, assistant principals, guidance and other directors, athletic directors, substitute teachers, community and adult education teachers, summer school teachers, aides, paraprofessionals, hall and noon period supervisors, except when such duties are scheduled as part of a regular teaching assignment, office and clerical employees, custodial, maintenance, plant and cafeteria employees, and all other employees of the Board or any other employer.

The term "teacher," when used hereinafter in the Agreement, shall refer to all employees represented by SCUBA as defined above, and references to male teachers shall include female teachers.

- B. The Board agrees not to negotiate with any teachers' organization other than SCUBA for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and have the grievance adjusted without intervention of SCUBA, if the adjustment is not inconsistent with the terms of this Agreement, provided 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.

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
Grievance Procedure

- A. A claim by a bargaining unit member, group of bargaining unit members, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

The termination of a non-tenure teacher nor any matter which is being appealed through the procedure outlined in the Michigan Teacher Tenure Act are not subject to this grievance procedure.

- B. SCUBA shall designate two (2) agents, who shall be members of this bargaining unit, to represent the Association in the handling of grievances. Lakeview Education Association will designate members to handle grievances in the various buildings. The Board hereby designates the principal of each building or his/her designee to act as its representative at Level One as hereinafter described and the superintendent or his designee to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which teachers are working during the regular school year, and weekdays (Monday through Friday), excluding holidays, during the summer interim.

D. A written grievance shall contain the following:

- (1) It shall cite the articles, sections, and sub-sections of the Agreement alleged to have been violated.
- (2) It shall summarize the facts giving rise to the grievance.
- (3) It shall contain the date of the alleged violation.
- (4) It shall specify the relief requested.
- (5) It shall be signed by the grievant(s) or one of the grievance agents designated by SCUBA.

E. Hearing Levels:

(1) Level One

- (a) When a bargaining unit member or members or the Association believes a cause for a grievance has occurred, such member(s) and the SCUBA agent shall discuss the grievance with the building principal in an attempt to resolve same. Such discussion shall occur within fifteen (15) days of the occurrence or of the date when the grievant should reasonably be expected to have had knowledge of the event.
- (b) If no resolution is obtained within three (3) days of the discussion, the grievance shall be reduced to writing and moved to Level Two within five (5) days of the discussion.
- (c) If the matter being grieved is of such a nature that the principal determines and states in writing that he would not have the authority to resolve it, or if the matter involves more than one building, the grievance may be initiated at Level Two.

(2) Level Two

- (a) A copy of the written grievance shall be filed with the superintendent or his designated agent. Within five (5) days of the receipt of the grievance, the superintendent or his designee shall arrange a meeting with the grievant and the designated representative of the Association to discuss the grievance. Within ten (10) days of the discussion, the superintendent or his designee shall render his decision in writing, transmitting copies to the grievant and the Association's grievance agent.

(3) Level Three

- (a) Within ten (10) days of the receipt of the superintendent's disposition, or of his deadline for rendering a decision in writing, the grievant or the Association may request a hearing by the Board by submitting such request, along with a copy of the grievance including the superintendent's response, to the Secretary of the Board.

- (b) Within fifteen (15) days of receipt of such request, the Board shall conduct a hearing wherein the grievant(s) and the Association may present through facts, exhibits, witnesses, documents, arguments, or other means, the grievant's case.
- (c) Within fifteen (15) days of such hearing, the Board shall render its decision in writing, with copies provided the grievant(s) and the Association's grievance agent. Within fifteen (15) days of the receipt of the Board's written decision, it is agreed that the Association shall determine whether any grievance shall be submitted to arbitration, and the Association shall inform the Board of its support or non-support before the grievance shall proceed to Level Four.

(4) Level Four

- (a) If the Association is not satisfied with the disposition of the grievance at Level Three by the Board or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and Board.
- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- G. Grievances which are not initiated or appealed within the time limits specified in this Article shall be considered to be withdrawn by the grievant and/or Association unless time limits have been extended in writing by mutual consent of the grievant(s), the Association, and the Board or its agent.

ARTICLE IV

Leaves

A. Sick Leave

- (1) All full-time teachers under contract employed by the Lakeview School District will be allowed ten (10) days sick leave with full pay, per school year. Any full-time 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. 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.

- (2) This sick leave for full-time teachers 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 ninety (190) days during any one time.
- (3) All part-time teachers will be allowed ten (10) days sick leave at their part-time rate of pay per school year. Any days which a part-time teacher does not use will accumulate to the nearest half-day for use in subsequent years, and in such subsequent years shall be charged to the nearest half-day when used, except that a one hour part-time teacher shall be charged a half-day of accumulation for each day's absence when using accumulated sick leave.
- (4) Each teacher's individual contract will indicate the number of accumulated unused sick days at the commencement of the school year.
- (5) Up to three (3) days of accumulated sick leave each year may be used to tend to a spouse, child or parent for serious illness. Documentation may be requested.
- (6) Beginning with the 1981-82 school year, a sick leave bank designed to provide teachers with income protection due to long term major physical or mental disability will be established as follows:
 - (a) Each teacher shall contribute one (1) of his sick leave days for the 1981-82 school year to the sick leave bank. During this initial year, the Board will contribute a total of 120 days to the sick leave bank. In each subsequent year that the bank falls below 300 days, each teacher will contribute an additional day to the bank.
 - (b) Teachers will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability, and after the expiration of the greater of: (1) the teacher's accumulated sick leave, or (2) a waiting period of sixty (60) work days during the school calendar year.
 - (c) The maximum withdrawal for a single disability shall not exceed 180 sick days.
 - (d) When an employee returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period, unless a six-month period has elapsed since the employee's return to work. In addition, if a waiting period is interrupted due to a return to work and the teacher is subsequently unable to continue working due to a recurrence of the same disability, the waiting period will be considered uninterrupted.
 - (e) Disabilities incurred on or after August 26, 1981, will be considered eligible for the sick leave bank.
 - (f) The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. In the event the bank becomes depleted, the Board and the Association may, if by mutual consent, assess additional contributions.

- (g) Teachers who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Business Office for information regarding the necessary application procedures. Teachers shall be expected to provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board, at Board expense, if requested.
- (h) Each application for withdrawal from the sick leave bank will be reviewed by a committee comprised of three (3) teachers (one from each level) and two (2) administrators (appointed by the Board). The final decision regarding the granting of sick leave days from the bank shall rest with the committee.
- (i) The "Sick Leave Bank Review Committee" will be responsible for developing additional provisions or by-laws relative to the operation of the sick leave bank.

B. Workers' Compensation Leave

Any teacher who is absent 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 Workers' Compensation Law, shall receive sick leave pay of the difference between the Workers' 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. It is the intent of the parties that an employee receiving Workers' Compensation will receive no more and no less take-home pay than what he or she receives for a regular annual salary.

C. Emergency Personal Leave

- (1) Each teacher shall be entitled to one (1) day of emergency leave with pay, non-cumulative, each year, to attend to necessary personal business 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 for the purpose of personal profit, with the exception of meeting a bona-fide scheduled job interview, or for the purpose of recreational pursuits, social events, or vacation are not justification for an emergency personal leave.
- (2) No such leave may be taken on the day preceding or following a holiday or vacation or because of inclement weather or on the first and last day of a school year--except that emergency leave under these circumstances may be granted when requested of and approved by the superintendent of schools.
- (3) Teachers must give notification not less than 24 hours in advance except in extreme emergencies when they must give notification at the earliest possible time personally or by telephone.
- (4) The superintendent may in his sole discretion grant additional emergency leave days without pay, and in his sole discretion may grant up to three (3) additional emergency leave days with pay subject to the above restrictions and conditions, and the teacher shall provide the reason for such leave when applying for same.

- (5) The teacher may be requested to provide proof to substantiate the reason for the leave when (4) above applies.

D. Professional Business Leave

- (1) A teacher shall not be regarded as absent from work during any period while he is engaged in professional business related to his employment by the district, 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.
- (2) A teacher who is released under this provision shall surrender any honorariums or remunerations received or his gross pay for the period involved, whichever is the lesser. Reimbursements for expenses involved or the fair value of meals, travel, and lodgings provided by another benefactor need not be surrendered by the teacher.

E. Funeral Leave

A leave of absence with pay for three (3) days shall be granted an employee in the event of the death of his or her father, mother, brother, sister, father-in-law, mother-in-law, spouse, or children. A leave of absence for the purpose of attending funeral services with pay for one (1) day shall be granted a teacher in the event of the death of a relative. The superintendent may grant up to two (2) additional days with or without pay at his discretion.

Personal leave may be used for the funeral of a friend or neighbor, charged as follows: one (1) day; one-half (1/2) day; two (2) hours or less, no charge if permission is requested twenty-four (24) hours in advance.

F. Maternity Leave

- (1) A leave of absence may be granted to a teacher for the purpose of child bearing and/or child rearing.
- (2) A teacher who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Such leave shall be granted without pay or increment for a period not to exceed two (2) semesters beyond the date on which the leave became effective unless recommended otherwise by her physician. Said teacher shall notify the superintendent in writing of her desire to take such leave and the letter requesting leave shall include the date of return and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which his/her leave is to begin. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions.

- (3) All or any portion of a leave taken by a teacher because of a confirmed medical disability connected with, or resulting from, her pregnancy may be charged to her available sick leave in accordance with the provisions of Article IV, Section A.
- (4) A teacher adopting a child shall receive a leave of absence for a reasonable period of time not to exceed the end of the next full semester after the commencement of the leave. Adoption leave shall commence when the child is placed in such teacher's home by the Probate Court with the intent that he or she shall remain in the home as the teacher's adopted child. The request for such adoption leave must be filed with the superintendent's office in writing not less than thirty (30) days before the leave shall commence.
- (5) The teacher upon return shall be assigned to the same position left if it is still in existence, or if not, to a substantially equivalent position.

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 School District 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 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. A leave of absence may be granted when subpoenaed as a court witness for up to two (2) days without loss of pay where the teacher is not a party to the action and where the teacher is neither the plaintiff or defendant. If more than two (2) days are required, then available personal leave days may be used.

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 had taught during the school years involved in the Lakeview School District for purposes of advancement on the salary schedule, longevity pay, and accumulating sick leave allowances only.

J. Educational Study Leave

A leave of absence without pay for up to one (1) year, renewable for an additional year, may be granted, at the superintendent's discretion, to any tenure teacher for further education 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.

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 one (1) year period.

L. Short-Term Unpaid Leave

A tenure teacher may be allowed one (1) unpaid short-term leave per school year for a period not to exceed ten (10) consecutive working days, provided that a certified and qualified replacement is available to insure that the quality of student instruction would not be diminished. Thirty (30) days advance notice may be required and the approval of the building principal and superintendent secured. Unpaid leave will not be granted five (5) days prior to any scheduled school vacations or breaks.

M. Voluntary Leave

A tenure teacher may be allowed to take an unpaid voluntary leave for a period not to exceed one (1) year without loss or gain of seniority. Such leave must be in accordance with Article XXV - Reduction in Staff.

The Board agrees to provide for unpaid voluntary leave with the stipulation that there be no financial obligation as related to salary or fringe benefits while such person is on leave and provided that a certified and qualified replacement is available to insure that the quality of student instruction would not be diminished.

It is agreed that the teacher may continue his insurance coverages during the leave by paying premiums to the district in accordance with the district's policies and timelines, to the extent permitted by the respective carriers.

N. Leaves of Absence

- (1) A teacher intending to return from a leave of absence must advise the superintendent of such intention in writing prior to March 15, preceding the school year in which the teacher intends to return.
- (2) A teacher returning from a leave of absence will not be guaranteed the position held prior to the leave, but will be offered a position according to certification and qualification. Upon return, the teacher must reapply for benefits.

(3) Teachers while on an unpaid leave of absence will not:

- (a) receive fringe benefits at the expense of the district;
- (b) accumulate sick leave; or
- (c) accumulate seniority or advance on the salary schedule unless said teacher completes 130 days of the teaching assignment in any one school year, in which case they shall advance one step and receive one year of seniority. If the teacher completes 45 days of the teaching assignment, but less than 130 days, the teacher shall advance one-half step on the salary schedule and be credited one-half year service toward seniority.

ARTICLE V Retirement

A. Any teacher who retires prior to age 64 and after at least ten (10) years of service in the Lakeview District, will receive retirement incentive pay in a lump sum amount as follows:

<u>Effective Date of Resignation</u>	
Through Age 62	\$7500
Age 63	\$5000
Age 64	\$2500

- B. To qualify for early retirement benefits, a teacher must notify the district in writing on or before April 1 of the year of retirement. In a situation where unforeseen circumstances exist, the teacher must provide written notification as soon as possible and no later than seventy-five (75) days before a replacement will be needed.
- C. Teachers having submitted their resignation for retirement purposes pursuant to the provisions of this Article, and who submit a MPSERS billing for Universal Buy-in credit may request the appropriate retirement benefit, as indicated in section B above, be submitted directly to MPSERS as payment for service credit. Any balance remaining shall be paid directly to the teacher in a lump sum payment.

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 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 upon. Cancellation, termination of meetings, or additional meetings will be determined by both parties.

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.

Reasonable effort will be made at developmental kindergarten to keep the maximum class size to 20 students, K through 3rd grades at 25 students, and 4th through 6 grades at 30 students. At the 6th grade level this will apply to the academic classes and will exclude Band, Art, Orchestra, Vocal Music, Advanced Mathematics, Advanced Reading and Physical Education classes.

- B. "Teacher overload" is defined as the assignment of pupils to a teacher which is excessive and detrimental to sound education or which places the safety or health of the pupils in jeopardy. In determining whether a teacher overload exists, the Board and Association agree that the following factors shall be taken into consideration: individual class size, classroom facility and materials, nature of the learning activities, factors requiring special safety precautions, and special needs of the students. Where a teacher overload exists, the Board will make reasonable effort to alleviate the situation.
- 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. The administration may, in cases of special teachers and in other cases where the teacher involved consents, schedule five (5) planning periods per week, but not in excess of two (2) in any one (1) day, and the requirements of this paragraph shall be deemed satisfied.
- D. Planning time during the school year will be provided for elementary teachers from the following sources when available:
 - (1) Physical Education classes
 - (2) Vocal Music classes
 - (3) Art Classes
 - (4) Library classes with the librarian (not including circulation time)

In the event that the Board increases or decreases the amount of time that one or more teachers in Art, Music or Physical Education are employed, the number of minutes lost or gained for direct instruction by regular classroom teachers will be adjusted at the beginning of the daily schedule. The on-duty time will remain the same. For purposes of implementing the provision, 1987-88 shall be considered the base year. Under no circumstances will the number of minutes of regular classroom instruction be less than during the base year.

- E. Adequate off-street parking facilities shall be provided and properly maintained 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.
- H. All teachers shall be responsible for a reasonable amount of time for scheduled in-service training workshop participation, curriculum committee work and other related professional activities each semester.
- I. Teachers in Grades K-6 who are assigned to a split-grade position may return to either of the grades involved in the split in that building should the split-level position be eliminated, regardless of the seniority of that teacher, provided such return does not deprive any teacher of his/her rights under Article XXV.
- J. If a teacher applies for and is selected for professional development activities or other school-related projects beyond the required work day(s) he/she will receive \$100 per day or a compensatory day(s) off. A professional development committee shall consist of three teachers, selected by the LEA, and three administrators to determine selection and appropriate professional development activities.
- K. Least Restrictive Environmental/Medically Fragile.
 - 1. In the development of agreed upon class sizes, the parties recognize that some students who have physical, mental and/or emotional impairments (handicaps as defined by law) require special education programs and services. They also recognize that without proper planning, the integration (mainstreaming) of these students into the least restrictive environment as required by law may interfere with and/or place extraordinary demands on the regular (non-special education) classroom teacher as well as the other students in such classroom. Accordingly, it is agreed that while all provisions of the Special Education Code of the State must be complied with and no deviation from such Code sought without the prior expressed approval of the Association, that in addition there will be a special consideration (which could include a weighted factor for numbers of special education students; allocation of support staff, such as, aides, special education teachers, reading teachers, counselors, and speech therapists applied to the placement of such special students.
 - 2. No handicapped student will be placed in a regular education classroom without an IEP. Prior to actual placement of a particular special student within the classroom of a teacher, such teacher(s) shall have the opportunity to observe such student as well as confer directly with the special education teacher/consultant concerning the student and the plan

for integration of said student, and to be a member of the IEP Committee. This conference will be concluded by cooperative/joint preparation and execution of an Integration Plan in the form developed by the group.

3. The placement of handicapped students in a regular education class utilizing the weight factors noted above shall not result in an effective class size greater than as otherwise specified in this Agreement.
 4. The Board shall not reduce, eliminate, transfer, or otherwise reorganize any special education program or service so as to diminish the number of actively employed bargaining unit members without first providing written notice to the Association and obtaining a written agreement with the Association regarding the resolution of any adverse effects upon the employment status or working conditions of all members of the bargaining unit.
 5. Bargaining unit members, who may be required to provide school health services for any student in an emergency situation will be provided with the necessary training. It is not contemplated that bargaining unit members will be required to provide daily health services for students.
- L. The teachers' school year will include 187 days with 182 student school days. This additional day will be devoted to professional development activities approved by the superintendent or his/her designee. Teachers shall receive a compensatory day off during the regular school year in which the service is rendered.

No such compensatory day may be taken on the day preceding or following a holiday or vacation. No such compensatory day may be taken on the additional day as mentioned above, a conference day, or an in-service day. Teachers must apply not less than 72 hours in advance of the compensatory day to the Superintendent or designee who may refuse the request if more than 5 employees request a single particular day. Requests will be granted on a first come first served basis.

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 and the Lakeview Education Association will schedule a joint meeting each semester 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.
- C. The parties agree to work cooperatively to explore plans for possible implementation of a merit pay system.

ARTICLE IX
Tenure Evaluation

- A. The main purpose of teacher evaluation is the improvement of instruction by helping and encouraging each teacher to improve his/her teaching performance. Other goals of teacher evaluation are: To continue development of effective teaching skills; to improve the teaching/learning process; and to develop long-range planning through mutual goal setting.
- B. Each tenure teacher will be formally evaluated once each year prior to the fourth Friday in March. Each probationary teacher will be formally evaluated twice each year, once on or before December 15 and again on or before the fourth Friday in March.
- C. The evaluation shall be made by the building principal or by another building administrator assigned to the same level (secondary or elementary). A written summary evaluation will be prepared by the evaluator, with one copy to the teacher, one copy to the principal, and one copy to the superintendent.
- D. A copy of the Evaluation Procedure will be presented to each teacher at the beginning of the school year.
- E. Monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

The use of eavesdropping, public address or audio systems, and similar surveillance devices for monitoring or observing the work performance of a teacher shall be strictly prohibited.

- F. Within ten (10) working days after an evaluation observation there shall be a conference between the teacher and the evaluator to discuss questions arising from the observation.
 - 1. Strengths, areas of improvement, and deficiencies, if any, shall be noted on the report, as shall the sources of all data used to support any conclusions made by the evaluator on the basis of material from sources other than the evaluator's direct observation.
 - 2. If deficiencies are noted, they shall be described and accompanied by a statement of the improvement needed and the assistance and support provided by the district to achieve that improvement. A reasonable period of time will be provided for the prescribed improvement to be accomplished.

3. The report shall contain spaces for the signature of the evaluator, the teacher and the date. The teacher's signature indicates only that he/she has received a copy of the report and does not necessarily signify agreement.
4. If the teacher does not agree with the evaluation as written, and this disagreement is not resolved during the evaluation conference, the teacher may append to the report a statement of his/her perceptions of the issues.

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:
- (1) Only graduate hours will be reimbursed, except by special permission of the superintendent.
 - (2) 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.
 - (3) Credits earned prior to completion of a degree shall not be applied for continuing education compensation beyond that degree.
 - (4) All teachers with an MA Degree plus thirty (30) semester hours are encouraged to take additional courses which may be applied toward a higher degree.
 - (5) 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 thirty (30) semester hours.
 - (6) Teachers who successfully complete their work for an additional degree or continuing education compensation shall notify the school district of the request for added compensation prior to September 15 or February 15 of each contract year, and provide to the business office proof from the educational institution as soon as possible.
 - (7) Continuing education compensation is to be added to the teacher's salary and pro-rated in accordance with the "Payroll Selection" Article XX.
 - (8) Pay increases under this Article will only be factored into the payroll once a semester. If a teacher fails to make the proper request by the given date, the adjustment in compensation will take place only after the next consecutive date.
- B. A teacher with an MA Degree plus thirty (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 thirty (30) semester hours beyond the MA Degree must comply with the provisions of Paragraph A of this Article X.

ARTICLE XI
Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Exhibit B on Pages 38-39. 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. Teachers shall be granted extra pay for certain extra duties in accordance with Exhibit A on Pages 34-39 entitled "Extra Pay for Extra Curricular Activities." The Board may create a new position relating to extra-curricular activities without negotiating the same only if the position was not a part of any proposal made during the negotiations resulting in this Agreement. Upon creating such a position the Board shall immediately advise the Association in writing of the same and grant the Association opportunity to negotiate rate of pay for such position. In the event the position was proposed or was discussed during said negotiations, the Board shall negotiate regarding the creation of the position involved and the rate of pay.

The rate finally agreed upon shall be paid retroactively for the entire period when duties are performed under the position. Such negotiations shall not be considered a reopening of the contract and neither party shall be obligated to negotiate regarding any other matter or item.

The Board of Education may elect not to fill each position on Exhibit A due to economic circumstances or a lack of student interest in the activity.

C. Teachers in the Junior High and High Schools 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 percent (17%) of their teaching salary. This seventeen percent (17%) shall not be pro-rated 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 percent of his teaching salary for each school day of the week during which he is 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 (5) classes per day plus one planning period and where this study hall assignment is for less than five (5) days per week.)

D. Teachers required to work beyond the normal school year shall be compensated at the rate of 1.7% of the BA base for a 5-day week.

E. The Board of Education shall pay on behalf of each teacher* the required contribution of five (5) percent of all teacher compensation paid pursuant to this Agreement (*to the Michigan State Teachers Retirement Fund).

F. Teachers shall be reimbursed at the rate of \$10.00 per hour when substituting for an absent teacher.

ARTICLE XII
Employment and Transfer

- A. In initial employment the employee should be apprised 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.
- C. Transfer procedures will tend to follow the same pattern used in any filling of vacancies. When vacancies occur in any category, all staff will be alerted by bulletin announcement and job description of the position. Any professional staff member desiring to be re-assigned 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. New teachers employed by the school district for the 1988-89 school year and thereafter will be given full credit for years of teaching experience up to a maximum of ten (10) years. Substitute, higher education, "home school" and pre-school teaching experience, and teaching experience in schools using primarily student directed or "home school" type materials where there is an absence of teacher directed instruction are excluded.
- F. A teacher, upon written request to the Administration, shall be transferred from any extra-curricular activity within thirty (30) school days after the teacher makes such request, providing the Administration agrees that the extra-curricular activity is not an integral part of the teacher's regular assignment (e.g., instrumental music and marching band) and also providing that an adequate and competent replacement can be secured. The Board reserves the right to make this transfer at any time after the request is made. In those instances where an adequate and competent replacement cannot be secured, the Administration may require the teacher to serve an additional thirty (30) school-day period before being transferred. Transfer of a teacher from one building to another building shall not be the sole or primary reason for elimination or reassignment of an Exhibit A position.
- G. Upon thirty (30) school days prior written notice by the Administration, a teacher may be removed or transferred from an extra-curricular activity.
- H. Driver Education instructors will be notified prior to May 1 if they are not scheduled to work the summer following May 1, and they must advise the Administration prior to May 1 if they do not intend to work the summer following May 1.
- I. An involuntary transfer will be made only in the case of an emergency or to prevent undue disruption of the instructional program. When more than one person is certified and qualified to be transferred involuntarily the person with the least seniority (as defined in Article XXV) shall be the person transferred.

In the event that the transfer of the least senior teacher involved would result in the curtailing of an educational program the Board of Education reserves the right to transfer a more senior teacher.

The Superintendent or his designee shall notify teachers who are being involuntarily transferred at the earliest possible date. Any teacher who is notified of an involuntary transfer less than seven calendar days prior to the first day of scheduled classes in the fall, or during the course of the school year will be granted at least two (2) days and up to five (5) days of preparation time upon request to the Superintendent or his designee. (A substitute would be provided during the allowed preparation period.)

- J. 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 for restrictions as otherwise noted.
- K. No teacher will be released from his contract after July 1 to accept another teaching position until a satisfactory replacement has been secured.
- L. During any period when an administrator is doing bargaining unit work, he/she will be considered a member of the bargaining unit and shall pay the appropriate dues or representation fees.
- M. A tenured teacher may request to share a job with another teacher certified and qualified at the same level of teaching, provided:
 - (1) Application to share a job shall be made prior to sixty (60) days before the beginning of a new semester of school.
 - (2) Accumulated seniority and leave days shall be carried into the job-sharing arrangement in full, by all teachers involved.
 - (3) The job shall be shared in a pro-rated manner in terms of working responsibilities, fringe benefits, and salary.
 - (4) The Board reserves the right to accept or reject any job-sharing request. Teachers accepted for job-sharing positions retain the right to return to a position equivalent to that held immediately prior to the job-sharing arrangement, subject to Article XXV, and all other rights afforded under this master agreement.

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 to work.

ARTICLE XIV
Qualifications and Assignments

- A. The Board will employ only teachers who are properly certified and qualified to teach in their field in Michigan.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competency, 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 assignments for the forthcoming year not later than the 15th day of June. In the event that changes in assignments become necessary at a later date, teachers affected will be notified and have the opportunity to discuss the matter. In no event will changes in teachers' assignments be made later than seven (7) calendar days prior to the teachers' first report day, unless an emergency situation requires same.
- D. Before employment, teachers shall be given a copy of the current Master Agreement between SCUBA and the Board. In the event that an Agreement is not in effect, the prospective teacher will be given the latest Agreement between SCUBA and the Board.
- E. Upon request of the President of the Lakeview Education Association after a teacher's employment, the Board will furnish the Association the following information:
 - (1) Position and building
 - (2) Extra-curricular assignment
 - (3) Present mailing address
- F. 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.
- G. All teachers not receiving compensation for noon hour duty responsibility under Exhibit A of this contract, shall have no specific lunch time responsibility, but shall maintain discipline until their pupils have left their classroom and shall maintain normal pupil-teacher relationships at all times when on school premises.

ARTICLE XV
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. Each employee is required to place on file in the administrative office a record of x-ray examinations or tuberculin test every three (3) years, showing that he is free from tuberculosis.

ARTICLE XVI
Expense Reimbursement

Teachers who use personal vehicles for authorized school business shall be entitled, upon presentation of adequate documentation, to reimbursement at the current maximum non-taxable IRS allowance for such mileage. Payment for travel expenses will be made at the middle and end of each semester.

ARTICLE XVII
Payroll Deduction

- A. Professional Dues: Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues payable to the Association, MEA and NEA, which sum shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct 1/21st of such dues from each regular salary check of the teacher each pay period of the first 21 pays beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by 1/10th of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absence or sick leave provided for in this contract. The school district's business office shall accept professional Association membership application forms for purposes of processing for payroll deduction of dues only from the Membership Committee of the Lakeview Education Association or its designated representative.
- 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, 115 Riverside Drive, Battle Creek, Michigan.
- C. Tax-deferred Annuities: 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, New York Life Company, Investors Diversified, Prudential Insurance Company, and Insurance Company of North America, or companies approved by the Board of Education. Upon proper billing, within ten (10) working days in the month following the dates when such sums have been deducted, the Board will pay the amounts to the appropriate companies and/or agencies.
- D. Other Deductions: Upon proper authorization duly signed, the Lakeview School District will deduct for the premium for Hospital, Surgical and Medical insurances for the teacher and his or her dependents. Deductions may also be authorized for the United Fund.

ARTICLE XVIII
Professional Financial Responsibility

A. Any teacher except those exempt under sub-paragraphs (1) and (2) of this paragraph, who is not a member of the Association in good standing, or who does not make application for membership within ninety (90) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association, MEA and NEA, provided, however, that the teacher may authorize payroll deduction for such fee in the manner as provided in Article XVII, Section A. In the event that a teacher not covered in sub-paragraphs (1) and (2) shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, the Board may cause the termination of employment of such teacher at the end of the school year during which such failure occurs. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

- (1) The provision of paragraph A shall not apply to any teachers hired prior to August 2, 1972, who were not as of that date members of the Association and who did not thereafter join the Association.
- (2) Part-time teachers are required to join the Association or pay a service charge thereto. Such dues will be pro-rated in accordance with NEA, MEA, and LEA formulas.

B. The procedure in all cases of discharge for violation of this Article shall be as follows:

- (1) The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
- (2) If the teacher fails to comply, the Association may file charges in writing, with the Board, and may request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
- (3) The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Association, in processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.
- (4) The Association cannot cause the discharge of a teacher who has been expelled by the Association for any reason other than his failure to tender Representation Benefit Fee equal to dues of the Association, MEA and NEA.

- C. With respect to all sums deducted by the Board pursuant to authorization of the employee whether for Professional Dues or Representation Benefit Fee, the Board agrees to disburse promptly said sums upon direction of the Association.
- D. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- E. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Sections A through D of this Article of the collective agreement. The Association further agrees to indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency cost that may arise out of or by reason of, action taken by the Board for the purpose of complying with this Article, subject, however, to the following conditions:
 - (1) The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - (2) The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 - (3) The Board of Education has the right to choose the legal counsel to defend any said suit or action at the Association's sole expense.
 - (4) The Association shall have the right to compromise or settle any claim made against the Board under this section, all at the Association's sole expense.

ARTICLE XIX
Insurances

PREFACE FOR ALL INSURANCES: The Lakeview School District shall, upon proper completion of the application forms by the teacher, provide premium payments toward insurance for which he or she qualifies. The District will distribute any such required forms, along with notice of time requirements, to all eligible teachers. All insurance benefits will become effective August 24, 1986, and remain in effect for the duration of this Agreement. Premiums will be fully paid by the District except where prorating is specified in this Article XIX.

A. Plan #1 (employee plan including health insurance)

The following full-family insurance plan will be provided to full-time employees who have a need for family health insurance, as defined by MESSA.

MESSA-PAK A

- 1. Health.....MESSA SuperCare I. The employee shall be responsible for paying the appropriate health care policy deductible.

2. Dental.....Delta Dental; Plan E/007
3. Vision.....VSP 2
4. Negotiated Life.....\$10,000
5. Prescriptions.....The District will upon proper documentation presented to the Business Office prior to September 1, December 1, March 1, and June 30 of each year reimburse each employee up to \$1.50 for each prescription purchased by use of the MESSA drug card.

B. Plan #2 (employee plan when health insurance is not needed)

The following insurance plan will be provided to full-time employees who do not have need of health insurance.

MESSA-PAK B

1. Dental.....Delta Dental Plan E/007
2. Vision.....VSP 2
3. Negotiated Life.....\$15,000
4. MESSA/MEA FSnon-taxable options and/or Board-approved tax-deferred annuity plan, up to a total of \$25.00 each month per contract year. The teacher shall pay the excess of any cost over the monthly amount of the option(s) selected. An employee must indicate in writing the option(s) he/she desires within 30 days of the first day of employment each school year. Any teacher who selects an option(s) with a cost in excess of the District's contribution will be required to provide the District with a written payroll deduction authorization for the excess in order to be eligible for the option(s).

C. Plan #3 (part-time employee insurance plan)

Part-time employees are not eligible for the Plans #1 or #2 but shall be able to select one of the following two plans:

1. Health.....MESSA SuperCare I prorated based upon the portion of a full-time assignment worked. Each teacher must provide the District with a written payroll deduction authorization for the excess cost over the District's contribution for this coverage to be eligible for such coverage. The employee shall be responsible for paying the appropriate health care policy deductible.
 - Dental.....Delta Dental Plan B
 - Negotiated Life.....\$10,000
 - Prescriptions.....For less than full-time employees the District will reimburse on a prorated basis.
2. Dental.....Delta Dental Plan E/007
 - Negotiated Life.....\$15,000
 - MESSA or MEA FS...non-taxable options or Board-approved tax-deferred annuity, prorated on the basis of \$25.00 full-time rate each month per contract year. The teacher shall pay the excess of any cost over

the monthly amount of the option(s) selected. An employee must indicate in writing the option(s) he/she desires within 30 days of the first day of employment each school year. Any teacher who selects an option(s) with a cost in excess of the District's contribution will be required to provide the District with a written payroll deduction authorization for the excess in order to be eligible for the option(s).

- D. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.
- E. The above health insurance benefits will not be provided to the teacher if equivalent MESSA insurance or other major health insurance benefits are being provided from another employer of the teacher or his/her spouse, it being the intention not to provide duplicate health insurance coverage nor coordination of benefits coverage. Such teacher has the privilege of electing health insurance as provided by the Lakeview School District or accepting comparable coverage as provided by another employer of the teacher or his/her spouse, but the teacher does not have the privilege of accepting both unless the spouse's employer mandates that his employee and family be covered under the company's policy.

ARTICLE XX
Payroll Selection

All teachers may elect at the beginning of the school year to receive their salary either 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 amounts indicated below will be granted to each teacher commencing with the 13th year of teaching experience in the Lakeview School District, and thereafter there will be an increase in this longevity benefit as shown in the following schedules:

<u>Yrs. of Service</u>	<u>Addition to Base Pay - Per Year</u>		
	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
13 through 18	\$400	Per Formula	Per Formula
19 through 24	688	Per Formula	Per Formula
25 through 30	917	Per Formula	Per Formula
31 through 36	1192	Per Formula	Per Formula
37 and over	1487	Per Formula	Per Formula

<u>Formula:</u>	<u>Undesignated Foundation Grant Increases</u>	<u>Step Percentage Increases</u>
		0.0-3.49%
	3.5-3.99%	2.50%
	4.0-4.49%	2.75%
	4.5-4.99%	3.00%
	5.0%	3.25%

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

ARTICLE XXII
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 negotiations 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 of the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms of conditions of employment by reason for 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 of 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 incidental 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, Intermediate School District budgets, agendas and minutes of all public Board meetings, treasurer's reports, and census and membership data, names and addresses of all teachers, 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 or 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 (1) 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 (3) times per month unless otherwise authorized by the building principal. Teachers are encouraged to minimize the Association business which might infringe upon teaching duties.
- H. When situations arise which would necessitate the President of the Association being released temporarily from teaching duties to attend to matters equally important to the District and to the Association, the Superintendent may, at his discretion, approve such release. In these instances the Board of Education would assume the cost of the substitute required.

ARTICLE XXIII
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 it 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.
- H. Limits on information which may be placed in employee records, rights of access and challenge on records by employees, and limits of disclosure of personnel records to third parties shall be in accordance with the provisions of the Employee Right to Know Act, P.A. 397 of 1978. (Board will supply copy of P.A. 397 upon request to teachers.)
- I. Procedures for granting employees access to personnel records shall include the following:
- (1) Requests to review records shall be made to the office of the superintendent (in writing) at least two (2) days prior to the requested date of review.
 - (2) Records may be reviewed only during regular hours of the superintendent's office and only during periods when the employee is not "on duty" in his/her assignment (lunch hour, after school hours, etc.).
 - (3) No more than two (2) requests for review by an individual may be made during any one contract year and the interval between requests shall be no less than 30 days.
 - (4) Reasonable charges for materials to be copied may be made by the superintendent's office.

ARTICLE XXIV
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. The parties expressly agree that this Article is not be construed as a license for any teacher to attempt to indoctrinate students with his or her personal religious, political, or other ideological opinions and beliefs, or to institute unauthorized curriculum changes.
- C. All teachers will be encouraged to express themselves freely on policies at professional meetings and other meetings to safeguard their legitimate interests.

ARTICLE XXV
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. If any provision of this article or any application of these provisions is found to be contrary to the statutes of the State of Michigan, then such provisions or applications shall be deemed not valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force effect.
- D. The words "teacher" and "teachers," where used herein, shall mean members of the bargaining unit.
- E. When a reduction in the number of certified staff positions will result in the layoff of certified personnel, the superintendent or his designee will confer with the president of the Association regarding the need for the proposed layoffs and the general procedures to be followed. The Board of Education shall have the authority after such conferences to make the final decision regarding such layoffs at its sole discretion.
- F. Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this agreement; however, a teacher shall be eligible to receive any benefits which were earned but not yet received prior to the layoff, including appropriate fringe benefits. Inasmuch as premiums are paid on a monthly basis, the district shall provide annual insurance payments in the same proportion as the actual service days to the total scheduled service days. A teacher on layoff shall be entitled to maintain his group coverage, if permitted by the carrier, upon payment to the district the unearned monthly premiums for a period not exceeding one calendar year from the date that district-paid benefits ceased. In addition, the Board agrees to continue payments of all insurance premiums on behalf of any eligible teacher whose layoff becomes effective during the regular school year (while classes are in session) for a period not to exceed three (3) calendar months after the payment of earned benefits, provided that if the teacher secures other full-time employment prior to the expiration of such three-month period, the Board's obligation to pay premiums shall terminate as of the date on which the teacher begins such employment.
- G. The Board of Education may lay off certified staff at any time provided said staff are notified in writing sixty (60) calendar days prior to the effective date of such layoff.
- H. A tenure teacher returning from a leave of absence may exercise the provisions of this article if there has been a reduction of certified staff during the period of the leave of absence.

- I. Each year, prior to November 1, the Superintendent or his designee shall prepare a seniority list and transmit copies of same to the President of the Association in sufficient quantities to supply every member, and with updated copies transmitted no later than May 15. The names of all teachers at the time of preparation of the seniority list shall be listed in order of their first day of service to the District (not including extra-curricular service), starting with the teacher having the greatest amount of seniority. If two (2) or more teachers have the same service date, the last four digits of their social security numbers shall be used to determine respective positions on the seniority list, with the teacher having the lowest last four digits being assigned first to the seniority list. Each teacher's certification, major and minor fields, and current assignments are to be included on this seniority list. A list of teachers on layoff status will be provided the Lakeview Education Association on request.
- J. In the event it becomes necessary to decrease the number of teachers or eliminate positions because of decreased student enrollment or economic necessity or for other justifiable reasons, the following procedures shall be followed:

- (1) The following definitions shall apply to the application of the procedures in this section:

Seniority is defined as the length of continuous service in the bargaining unit, beginning from the last date of hire. Teachers hired prior to August 24, 1981, shall have seniority defined as all service in the bargaining unit. Leaves of Absence granted pursuant to the contract shall not be considered an interruption in continuous service. However, the period of such leave shall not be included in the determination of the total amount of seniority except as required by law or the terms of a leave of absence shall otherwise provide. A teacher while on layoff or while in an administrative position shall not accumulate seniority nor lose previously acquired seniority.

Certification is defined as the extent and limitations of the endorsements listed on the teacher's current valid certificate issued by the Michigan Department of Education.

Qualified shall be interpreted to mean that teachers claiming a position under the provisions of this article, or any other article of the Master Agreement, shall hold a major or minor in the subject area applicable (if in grades 7 through 12) and in addition shall meet North Central Association standards for the subject area applicable (if in grades 9 through 12).

- (2) The least senior teacher shall be the first laid off, provided, however, that the remaining teachers are certified and qualified to perform the duties of the position(s) to be staffed.
- (3) Tenure teachers may be laid off where they are not certified and qualified (as defined above) for a position held or claimed by a probationary teacher or a tenure teacher with less seniority.
- (4) A teacher claiming his or her current position, if held as of February 1, 1981, shall be required to meet only those certification and qualification standards required when that teacher was assigned to the position.

- (5) Claims for positions outside the current assignment level must meet the following guidelines:
- (a) K-8 teachers may claim a K-8 position if they are certified and qualified.
 - (b) 7-12 teachers may claim a 7-12 position if they are certified and qualified.
 - (c) Only teachers of art, music or physical education may claim any position in their particular subject area in grades K-12 for which they are certified and qualified.
- (6) The Board shall retain the right to effect changes in assignments for teachers who are certified and qualified in the subject area (grades 7- 12) or level (K-6) where reductions in certified staff occur, provided that no such change will deprive any teacher of employment, part-time or full-time, to which he or she is entitled through the application of the above criteria. However, the Board shall retain the right to consolidate present or future part-time assignments when such part-time assignments tend to further fragment sound scheduling practices and to cause undue disruption to the educational program.
- (7) The Board reserves the right to establish reasonable specific qualifications for positions not specifically covered in the provisions of this article. Such qualifications shall be published with the seniority list no later than November 1.
- (8) Recall procedures shall be as follows:
- (a) Teachers shall be recalled in inverse order of layoff for vacancies and/or new position for which they are certified and qualified as defined in this article. All fringe benefits, including accumulated sick days, shall be reinstated at the level in effect at the time of the layoff. Teachers recalled to a part-time position shall earn and use sick days pro-rated to the nearest half-day; those whose assignment is less than a half-day shall be credited for a half-day or charged for a half-day whichever the case shall be. Sick leave shall not exceed the equivalency of 190 full teaching days.
 - (b) Recall notification shall be in writing and delivered via registered mail to the last known address of the teacher. Said teacher must return written acceptance of the recall within ten (10) calendar days of the receipt of the recall notice. Failure of the teacher to respond within the ten-day limit shall be deemed a voluntary quit. It shall be the responsibility of each teacher to notify the Board or its agent of any change of address.
 - (c) A teacher under teaching contract elsewhere at the time of recall may maintain his position on the recall list until the beginning of the next school year, if requested in writing at the time of the recall.
- K. The Board will attempt to give preference to laid-off teachers for substitute positions, providing they have requested to be on the current sub list and are available for short- and long-term work. Pay for such assignments will follow past practice for short- and long-term subbing.

ARTICLE XXVI
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 the principal. In the event the teacher is not satisfied with the change, it is subject to grievance.

ARTICLE XXVII
Strikes and Sanctions

- A. During the term of this Agreement neither the Association nor any persons acting on its behalf nor any individual teacher will cause, authorize or support, nor will any Association members take a 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 place 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 XXVIII
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 XXIX
Duration of Agreement

This 3-year contract is for the 1995-96, 1996-97 and 1997-98 school years. The contract becomes effective on August 20, 1995, and expires at midnight on August 21, 1998. Negotiations for the 1998-99 contract will commence no 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.

BOARD OF EDUCATION
LAKEVIEW SCHOOL DISTRICT

/s/ Sharalyn M. Brandell

Date: 5-15-95

/s/ James W. Davis

Date: 5-15-95

/s/ Sue A. Schuemann

Date: 5-15-95

SCUBA/LEA-MEA-NEA

/s/ Thomas E. Chisholm

Date: 5-16-95

/s/ Thomas L. Dunton

Date: 5-16-95

/s/ Albert Mumford

Date: 5-16-95

EXHIBIT A
EXTRA PAY FOR EXTRA CURRICULAR ACTIVITIES

The following percentages applied to the base of the BA Scale:

HIGH SCHOOL ASSIGNMENTS

Aqua Sprites Director	6.0%
Aqua Sprites Assistant Director	4.0%
Audio Visual Director	5.0%
Band Activities Assistant	7.0%
Band Director	11.0%
Baseball Coach-Head Varsity	13.0%
Baseball Coach-Assistant Varsity	70.0% of Head Coach
Baseball Coach-Head Junior Varsity	65.0% of Head Coach
Baseball Coach-Head Frosh	55.0% of Head Coach
Basketball Coach-Head Varsity (Boys)	18.5%
Basketball Coach-Head Junior Varsity (Boys)	65.0% of Head Coach
Basketball Coach-Head Frosh (Boys)	55.0% of Head Coach
Basketball Coach-Head Varsity (Girls)	18.5%
Basketball Coach-Head Junior Varsity (Girls)	65.0% of Head Coach
Basketball Coach-Head Frosh (Girls)	55.0% of Head Coach
Building Coordinator	9.0%
Cheerleader Director (Varsity)	6.0%
Cheerleader Director (Junior Varsity)	6.0%
Class Advisor - 12th Grade	7.0%
Class Advisor - 11th Grade	5.0%
Class Advisor - 10th Grade	4.0%
Class Advisor - 9th Grade	4.0%
Cross Country Coach-Head Varsity	9.0%
Debate Coach	8.0%
Department Head - Business Education	Dept. Head Index
Department Head - Driver Education	Dept. Head Index
Department Head - English	Dept. Head Index
Department Head - Foreign Language	Dept. Head Index
Department Head - Mathematics	Dept. Head Index
Department Head - Music	Dept. Head Index

High School Assignments (cont'd)

Department Head - Physical Education	Dept. Head Index
Department Head - Science	Dept. Head Index
Department Head - Social Studies	Dept. Head Index
Department Head - Unified Arts	Dept. Head Index
Driver Education Instructor	0777% per hour
Fantasy (Director)	
Fantasy (Stage Manager)	6.0%
Fantasy (Scenery Manager)	3.0%
Fantasy (Dramatics Director)	3.0%
	4.0%
Football Coach-Head Varsity	18.5%
Football Coach-Assistant Varsity	70.0% of Head Coach
Football Coach-Head Junior Varsity	65.0% of Head Coach
Football Coach-Assistant Junior Varsity	60.0% of Head Coach
Football Coach-Head Frosh	65.0% of Head Coach
Football Coach-Assistant Frosh	60.0% of Head Coach
Forensics and Speech Director	
	5.0%
Golf Coach-Head Varsity (Boys)	
Golf Coach-Head Varsity (Girls)	9.0%
	9.0%
Intramural Director (Boys and Girls)	
Intramural Activity Supervisor	12.0%
	.1111% per hour
Musical (Director)	
Musical (Dramatics)	4.0%
Musical (Vocal Music)	4.0%
Musical (Orchestra)	4.0%
Musical (Scenery)	4.0%
Musical (Stage Crew)	4.0%
	4.0%
National Honor Society Advisor	
	2.0%
Newspaper Director	
Orchestra Director	6.0%
Pom Pon Director	4.0%
	6.0%
School Play (Director)	
School Play (Scenery)	6.0%
School Play (Stage)	3.0%
	3.0%

High School Assignments (Cont'd)

Soccer Coach-Head Varsity	13.0%
Soccer Coach-Head Junior Varsity	65.0% of Head Coach
Softball Coach-Varsity (Girls)	13.0%
Softball Coach-Asst. Varsity (Girls)	70.0% of Head Coach
Softball Coach-Junior Varsity (Girls)	65.0% of Head Coach
Softball Coach-Frosh (Girls)	55.0% of Head Coach
Spartanaires Director	4.0%
Swimming Coach-Head Varsity (Boys)	18.5%
Swimming Coach-Assistant Varsity (Boys)	70.0% of Head Coach
Swimming Coach-Head Junior Varsity (Boys)	65.0% of Head Coach
Swimming Coach-Head Varsity (Girls)	18.5%
Swimming Coach-Assistant Varsity (Girls)	70.0% of Head Coach
Tennis Coach-Head Varsity (Boys)	9.0%
Tennis Coach-Assistant Varsity (Boys)	70.0% of Head Coach
Tennis Coach-Head Varsity (Girls)	9.0%
Ticket Manager	11.0%
Track Coach-Head Varsity (Boys)	13.0%
Track Coach-Assistant Varsity (Boys)	70.0% of Head Coach
Track Coach-Head Junior Varsity (Boys)	65.0% of Head Coach
Track Coach-Head Varsity (Girls)	13.0%
Track Coach-Assistant Varsity (Girls)	70.0% of Head Coach
Vocal Music Director	4.0%
Volleyball Coach-Head Varsity (Girls)	15.0%
Volleyball Coach-Junior Varsity (Girls)	65.0% of Head Coach
Volleyball Coach-Head Frosh (Girls)	55.0% of Head Coach
Wrestling Coach-Head Varsity	18.5%
Wrestling Coach-Junior Varsity	65.0% of Head Coach
Wrestling Coach-Head Frosh	55.0% of Head Coach
Yearbook Director	6.0%

JUNIOR HIGH SCHOOL ASSIGNMENTS

After School Bus Supervisor	6.0%
After School Store	6.0%
Athletic Director (Boys' Sports)	9.0%
Athletic Director (Girls' Sports)	9.0%
Audio Visual Director	5.0%
Basketball Coach-Head (Boys)	9.0%
Basketball Coach-Assistants (3) (Boys)	8.0%
Basketball Coach-Head (Girls)	9.0%
Basketball Coach-Assistants (3) (Girls)	8.0%
Class Advisor - 7th Grade	4.0%
Class Advisor - 8th Grade	4.0%
Department Head - English	Dept. Head Index
Department Head - Mathematics	Dept. Head Index
Department Head - Physical Education	Dept. Head Index
Department Head - Quest	Dept. Head Index
Department Head - Science	Dept. Head Index
Department Head - Social Science	Dept. Head Index
Department Head - Unified Arts	Dept. Head Index
Football Coach-Head (Boys)	9.0%
Football Coach-Assistants (3) (Boys)	8.0%
Intramural Coordinator	4.0%
Intramural Director	4.0%
Morning Supervisor	6.0%
Music Director (Instrumental)	4.5%
Music Director (Vocal)	4.0%
Musical (Director)	4.0%
Musical (Dramatics)	2.0%
Musical (Stage Crew)	2.0%
Musical (Vocal)	2.0%
Noon Hour Supervisor	6.0%
Softball Coach - 8th Grade (Girls)	5.0%
Softball Coach - 7th Grade (Girls)	5.0%

Junior High School Assignments (Cont'd)

Student Council Director	3.0%
Swimming Coach-Head (Boys)	7.0%
Swimming Coach-Assistant (Boys)	6.0%
Swimming Coach-Head (Girls)	7.0%
Swimming Coach-Assistant (Girls)	6.0%
Tennis Coach-Head (Co-ed)	7.0%
Tennis Coach-Assistant (Co-ed)	6.0%
Track Coach-Head (Boys)	7.0%
Track Coach-Assistant (Boys)	6.0%
Track Coach-Head (Girls)	7.0%
Track Coach-Assistant (Girls)	6.0%
Volleyball Coach-Head (Girls)	8.0%
Volleyball Coach-Assistants (3) (Girls)	7.0%
Wrestling Coach-Head (Boys)	8.0%
Wrestling Coach-Assistant (Boys)	7.0%
Yearbook Director	9.0%

ELEMENTARY SCHOOL ASSIGNMENTS

Elementary Department Head	7.0%
Grade Group Chairperson - Kindergarten	Dept. Head Index
Grade Group Chairperson - First Grade	Dept. Head Index
Grade Group Chairperson - Second Grade	Dept. Head Index
Grade Group Chairperson - Third Grade	Dept. Head Index
Grade Group Chairperson - Fourth Grade	Dept. Head Index
Grade Group Chairperson - Fifth Grade	Dept. Head Index
Grade Group Chairperson - Sixth Grade	Dept. Head Index
Intramural Director	2.4%
Work responsibilities shall be 7.2 weeks of two after-school sessions per week (.2 of two full sessions shall be divided between the 14 full sessions required)	
Mastersingers and Spring Festival Director	8.0%
Chairperson - Special Teachers (K-12)	Dept. Head Index

Experience Factor: Each teacher shall receive an additional one-tenth of one percent (0.1%) of the BA Scale for each year of experience in the Lakeview School District in that Exhibit A activity.

Experience shall be credited for all experience in the specific activity or sport (e.g., high school basketball experience is equivalent to 7th grade basketball experience - boys' or girls').

INDEX FOR DEPARTMENT AND GRADE GROUP CHAIRPERSONS

All Secondary Department Chairpersons and Elementary Grade Group Chairpersons will receive percentage allowances as follows:

1. Five percent (5.0%) of the BA Base.
2. Chairpersons with departments or grade groups larger than five (5) teachers will receive an additional one-quarter percent (1/4%) for each teacher in that department or grade group over that number.

In cases where there is a substantial change in responsibilities in Exhibit A assignments, the Board of Education shall immediately advise the Association in writing of the same and grant the Association an opportunity to negotiate changes in rates of pay for such positions.

EXHIBIT B
Professional Compensation

1995-96 Salary Schedule

<u>Step</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>	<u>Doctor's Degree</u>
-1	\$27,384	\$29,331	\$31,276
0	28,562	30,592	32,621
1	30,198	32,463	33,728
2	31,716	34,330	36,943
3	33,487	36,201	38,917
4	35,130	38,074	41,015
5	36,772	39,939	43,105
6	38,412	41,809	45,207
7	40,055	43,684	47,310
8	41,702	45,552	49,404
9	43,345	47,415	51,487
10	44,987	49,288	53,588
11	46,623	51,158	55,692
12		53,028	57,797

"Doctorate" is defined as an earned bona fide Ed.D or Ph.D. from UM, MSU, WMU, EMU, or other residential university with equivalent accreditation.

1996-97 Salary

For 1996-97, each current employee shall remain on his/her 1995-96 Salary Schedule experience step. For the 1996-97 Salary Schedule a Step, for new hires, designated as -2 shall be created in the amount of \$27,384 on the B.A. salary track, \$29,331 on the M.A. salary track and \$31,276 on the Ph.D. salary track. The following formula, based on the undesignated per pupil state foundation grant increase for Lakeview School District, shall be used to calculate the percentage of increase for all other steps of the Salary Schedule over the 1995-96 Salary Schedule amounts:

<u>Undesignated Foundation Grant Increases</u>	<u>Step Percentage Increases</u>
0% TO 3.49% -----	2.8%
3.5% TO 3.99% -----	3.8%
4.0% TO 4.49% -----	4.05%
4.5% TO 4.99% -----	4.3%
5.00% -----	4.55%

1997-98 Salary

For 1997-98, each current employee shall move up one step on the Salary Schedule unless he/she is at the top step. The following formula, based on the undesignated per pupil state foundation grant increase for Lakeview School District, shall be used to calculate the percentage of increase for each step of the Salary Schedule over the 1996-97 Salary Schedule amounts:

Undesignated Foundation Grant Increases

0% TO 3.49% -----
0% TO 3.49% -----
3.5% TO 3.99% -----
4.0% TO 4.49% -----
4.5% TO 4.99% -----
5.00% -----

Step Percentage Increases

.5% for all Steps below the top
2.0% for top Steps
2.5%
2.75%
3.0%
3.25%

EXHIBIT C - School Calendar

1995-96

August 22	Tue	New Teachers Report
August 23	Wed	All Teachers Report/Inservice - Evening Registration
August 24	Thur	AM Work in Buildings - PM Comp Time for Evening Registration
August 25	Fri	No School
August 28	Mon	First Day for Students
September 4	Mon	Labor Day - No School
Oct.30-Nov.1	Mon-Wed	Conferences - Buildings Set Up Own Schedules
November 2	Thu	A.M. School - P.M. Conferences
November 3	Fri	No School - Comp Day or Conferences
November 23-24	Thu-Fri	Thanksgiving Break
December 22	Fri	Christmas Break Begins End of Day
January 8	Mon	School Resumes
January 15	Mon	Martin Luther King Holiday - No School
January 19	Fri	A.M. School - P.M. Records
January 22	Mon	Second Semester Begins
March 25-27	Mon-Wed	Conferences - Buildings Set Up Own Schedules
March 28	Thu	A.M. School - P.M. Conferences
March 29	Fri	No School - Comp Day or Conferences
April 1-5	Mon-Fri	Spring Break - No School
April 8	Mon	School Resumes
May 27	Mon	Memorial Day - No School
June 6	Thu	A.M. School - P.M. Records
June 7	Fri	Last Day for Teachers

182 Student Days

187 Teacher Days

1 Floating Comp Day

In the event it becomes necessary to close school because of conditions not within the control of the District, in any of the years of this Agreement, additional days of instruction, if required by the State of Michigan, shall be scheduled to meet the minimum legal requirement in consultation with the LEA Executive Committee.

**LAKEVIEW SCHOOL DISTRICT
1996 - 1997 SCHOOL YEAR CALENDAR**

August 20	Tuesday	New Teachers Report
August 21	Wednesday	All Teachers Report/Inservice
August 22	Thursday	Work in Buildings
August 23	Friday	Work in buildings-AM; Comp Time-PM for Evening Registration
August 26	Monday	First Day for Students
September 2	Monday	Labor Day/No School
October 28-30	Mon.-Wed.	Conference Week-Buildings Set Up Own Schedule
October 31	Thursday	AM Students/PM Conferences/or Comp Time for Evening Conferences
November 1	Friday	No School/Comp Day/or Comp Time For Evening Conferences
November 28-29	Thurs.-Fri.	Thanksgiving Break
December 20	Friday	Christmas Break Begins at the End of the Day
January 6	Monday	School Resumes
January 17	Friday	AM School/PM Records
January 20	Monday	Martin Luther King Day-No School
January 21	Tuesday	Second Semester Begins
March 24-26	Mon.-Wed.	Conference Week-Buildings Set Up Own Schedule
March 26	Wednesday	AM School/PM Conferences/or Comp Time for Evening Conferences
March 27	Thursday	No School/Comp. Day/or Comp Time for Evening Conferences
March 28	Friday	Good Friday/No School
March 31-April 4	Mon.-Fri.	Spring Break
May 26	Monday	Memorial Day/No School
June 6	Friday	AM School/PM Records/Last Day for Students and Teachers

182 Student day - 187 Teacher Days - 1 Floating Comp Day

AGREEMENT
BETWEEN THE
LAKEVIEW SCHOOL DISTRICT
AND THE
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION-LEA/MEA/NEA

As a resolution to the Joanne Deal grievance filed in December 1991, the parties agree to the following:

- A. Per the District's past practice, part-time teachers employed as of the date of this Agreement must be awarded full-time teaching positions when and if vacancies occur for which they are certified to teach.
- B. The District's past practice is null and void for part-time teachers employed after the date of this Agreement. This statement does not mean that future part-time teachers will not be awarded full-time teaching positions nor does it mean that the parties do not value such promotions of part-time teachers. Teacher transfers shall be in accordance with ARTICLE XII of the current master agreement.

FOR THE BOARD FOR THE ASSOCIATION

/s/ Paul Williams 3/16/92

/s/ Thomas L. Dunton 3/16/92

/s/ Albert Mumford 3/16/92

AGREEMENT

Between

LAKEVIEW SCHOOL DISTRICT

And

FOR SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION-LEA-MEA-NEA

The parties agree to the Lakeview School District establishing a Community Education Latch Key Program with the following understanding:

1. The program will not impinge upon work traditionally identified as Exhibit A work,
2. There is no intention by the District to replace or supplant intramural or other bargaining unit work,
3. Teachers' classrooms will not be used during regular working hours, and
4. Rooms that are not assigned to classroom teachers will be used whenever possible.

FOR THE BOARD
BARGAINING ASSN-LEA-MEA-NEA

FOR SOUTH CENTRAL UNIFIED

/s/ Sharalyn Brandell 4/20/92

/s/ Thomas L. Dunton 6/1/92

/s/ Paul Williams 4/24/92

/s/ Albert Mumford 6/1/92

LETTER OF AGREEMENT

BETWEEN

LAKEVIEW SCHOOL DISTRICT BOARD OF EDUCATION

AND

SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION-LEA-MEA-NEA

The parties agree that any restructuring or change of the school day or year in the Lakeview Schools will not add total minutes of student-teacher contact time and/or total minutes of teacher on-school-site work time as compared to the base school year of 1987-88 nor shall opportunity for teacher planning time be decreased.

Any restructuring and/or variance to it shall be mutually agreed upon by the parties prior to implementation.

This Agreement is not intended to supersede or replace any language on page 12 in Article VII, Section D, of the current Master Agreement.

FOR THE BOARD

/s/ Paul Williams 6/15/92

/s/ James D. Nelson 6/15/92

FOR THE ASSOCIATION

/s/ Thomas E. Chisholm 5/18/92

/s/ Thomas L. Dunton 6/15/92

**LETTER OF AGREEMENT
BETWEEN
LAKEVIEW SCHOOL DISTRICT BOARD OF EDUCATION
AND
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION-LEA-MEA-NEA**

Upon ratification by the parties, the conditions which follow shall govern the participation of the Board and the Association in any and all projects included in the term "Professional Development Schools" and in any and all restructuring projects, proposals and/or grant activities which may result in altering provisions of the Master Agreement.

- A. The collective bargaining agreement between the parties shall not be modified either formally or informally in connection with the implementation of the Professional Development Schools Project except as mutually agreed in writing by the parties.

Accordingly, no individual or group of individuals, whether they are participants in the Professional Development Schools Project or not, shall have the authority to change the Master Agreement. Any individual or group of individuals seeking or acting to change or modify any condition of employment included in the written provisions of the Master Agreement shall have the prior written approval of the undersigned parties. Bargaining unit members will not be affected by the Professional Development Schools Project in a manner that is contrary to any term or provision of the Master Agreement except as mutually agreed in writing by the undersigned parties.

1. Because of the experimental nature of the Professional Development Schools Project, conditions of employment established as part of the Professional Development Schools Project shall not establish precedent nor be cited as past practice in arbitration, fact finding or mediation outside of this Project unless agreed to in writing by the undersigned parties.
2. No bargaining unit member shall be required to participate in the Professional Development Schools Project. Any participation, whether in full or in part, shall be voluntary.
3. The fact of participation or lack of participation of an individual bargaining unit member or group of bargaining unit members in the Professional Development Schools Project shall neither be considered nor have merit in the Board's decisions regarding the involuntary transfer, promotion, discipline, discharge, or the placement of any information in a bargaining unit member's personnel file. Bargaining unit members will not be transferred against their wishes from a Professional Development School to provide a vacancy for another bargaining unit member who wishes to participate in the Professional Development Schools Project.
4. If, during the course of the Professional Development Schools Project, the Association or the Board determines that the Project is detrimental to their individual interests, the Association or the Board may, with thirty (30) calendar days written notice to all affected parties, withdraw participation from the Project. Written reasons for such withdrawal shall be provided to all parties upon request.

B. Any proposal to restructure the delivery of the educational program in a manner that could/would affect the terms and conditions of the Master Agreement shall be governed by the following:

1. ~~No individual or group of individuals, whether they are participants in a restructuring~~

LETTER OF AGREEMENT

The following is understood, effective as of September 17, 1992 for the Lakeview Junior High:

1. Teachers will be on duty at 7:35 AM on Mondays.
2. Teacher dismissal time will be by 3:20 PM on most Mondays.
3. Teachers will be on duty at 7:40 AM on Tuesday-Friday.
4. Teacher dismissal time on Tuesday-Thursday will be at 3:10 PM.
5. Teacher dismissal time on Fridays will be as per past practice.
6. When district-wide meetings occur on any Monday, where the dismissal time may be 4:00 PM, teachers will have professional discretionary time from 12:35 PM - 1:30 PM.
7. This letter is consistent with the June 15, 1992 letter of agreement regarding teacher on-school-site time and the initialed June 1, 1992 Junior High Schedule between the LEA/SCUBA, and Lakeview Board of Education.

/s/ Thomas L. Dunton 9/17/92

/s/ Albert Mumford 9/17/92

/s/ Sharalyn Brandell 9/17/92

/s/ Paul H. Dorsam 9/17/92

LETTER OF AGREEMENT

The following is understood, effective as of September 17, 1992 for the Lakeview Elementary Schools:

1. Teachers will be on duty at 7:50 AM on Monday - Thursday and at 7:55 AM on Friday.
2. Teacher dismissal time will be by 4:00 PM on Mondays.
3. Teacher dismissal time will be at 3:00 PM on Tuesday - Thursday.
4. Teacher dismissal time on Fridays will be as per past practice.
5. This letter is consistent with the June 15, 1992 letter of agreement regarding teacher on-school-site time and the initialed June 1, 1992 "1992-1993 Proposed Elementary Schedule" between LEA/SCUBA and the Lakeview Board of Education.

/s/ Thomas L. Dunton 9/17/92

/s/ Albert Mumford 9/17/92

/s/ Sharalyn Brandell 9/27/92

LETTER OF AGREEMENT

The following is understood, effective as of September 17, 1992 for the Lakeview Junior High:

1. Teachers will be on duty at 7:35 AM on Mondays.
2. Teacher dismissal time will be by 3:20 PM on most Mondays.
3. Teachers will be on duty at 7:40 AM on Tuesday-Friday.
4. Teacher dismissal time on Tuesday-Thursday will be at 3:10 PM.
5. Teacher dismissal time on Fridays will be as per past practice.
6. When district-wide meetings occur on any Monday, where the dismissal time may be 4:00 PM, teachers will have professional discretionary time from 12:35 PM - 1:30 PM.
7. This letter is consistent with the June 15, 1992 letter of agreement regarding teacher on-school-site time and the initialed June 1, 1992 Junior High Schedule between the LEA/SCUBA, and Lakeview Board of Education.

/s/ Thomas L. Dunton 9/17/92

/s/ Albert Mumford 9/17/92

/s/ Sharalyn Brandell 9/17/92

/s/ Paul H. Dorsam 9/17/92

LETTER OF AGREEMENT

The following is understood, effective as of October 8, 1992 for the Lakeview Schools relative to scheduling:

1. No more than one mandatory building staff meeting per month will be held.
2. No more than one mandatory department meeting or grade group meeting per month will be held.
3. Mandatory meetings, relative to PA-25 requirements for the Lakeview Schools, shall be conducted during time scheduled for the mandatory building staff meetings and/or the mandatory department and grade group meetings. It is anticipated that there will be additional meetings to fulfill PA-25 requirements. But it is understood that attendance at these meetings is strictly voluntary for teachers.
4. In addition to mandatory building staff meetings and department meetings at Lakeview High School; mandatory staff meetings may be called to fulfill North Central Accreditation requirements.
5. Participation by teachers in meetings is voluntary except for those designated as mandatory in this letter of agreement.

/s/ Sharalyn Brandell 10/13/92

/s/ Larry M. Dillon 10/13/92

/s/ Carolyn Ballard 10/14/92

/s/ Patricia E. Peterson 10/14/92

/s/ Joan M. Dillman 10/14/92

/s/ Paul H. Doersam 10/14/92

/s/ Thomas L. Dunton 10/13/92

AGREEMENT

It is agreed that "evening" conferences will be held in three hour blocks between the hours of 3:15 pm and 8:30 pm to accommodate parents' work schedules.

This is a continuation of past practice.

ASSOCIATION REPRESENTATIVE

/s/ Thomas L. Dunton 3/3/93

ADMINISTRATION REPRESENTATIVE

/s/ Sharalyn Brandell 3/3/93

LETTER OF AGREEMENT
Between
LAKEVIEW SCHOOL DISTRICT
And
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/LEA-MEA-NEA

The parties agree to the following for Lakeview Junior High School effective August 23, 1993:

1. The Lakeview Junior High School program will be changed for the 1993-94 school year in the following ways:
 - a. Interdisciplinary teaming will be the grouping structure for students and teachers with 8th grade teams, 7th grade teams, and 7th/8th grade split teams.
 - b. Teachers will be grouped within the four core areas (English, math, science, geography [7th]/U.S. History [8th]).
2. Each full-time Junior High teacher shall normally have a 35-minute advisory period at the beginning of each day.
3. Each teacher shall have common planning time with a team of teachers.
4. Each teacher shall have a personal planning period equivalent to that which existed in 1992-93.
5. Each teacher shall have a duty-free lunch period equivalent to that which existed in 1992-93.
6. Each teacher's contract duties may include teaching regular classes, advising students during advisory periods, and lunchroom supervision outside of a duty-free lunch period.
7. Total contractual time for teachers shall be the same as during the 1992-93 school year and there will not be an increase in student contact time.
8. This Agreement is non-precedent setting and is for the duration of the contract and is subject to all terms and conditions of the Master Agreement.

FOR THE BOARD

/s/ Sharilyn M. Brandell

Date 5-16-95

FOR THE ASSOCIATION

/s/ Thomas L. Dunton

Date 5-16-95

LETTER OF AGREEMENT

Between

LAKEVIEW SCHOOL DISTRICT

And

SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/LEA-MEA-NEA

The parties agree that work offered counselors beyond the one hundred eighty- seven (187) teacher days in the current Master Agreement shall be compensated on a per diem basis using each counselor's current daily rate of pay.

This work is voluntary.

Any additional work shall be offered equally to all interested High School counselors.

FOR THE BOARD

FOR THE ASSOCIATION

/s/ Sharalyn Brandell 6/10/93

/s/ Thomas L. Dunton 6/10/93

LETTER OF AGREEMENT
Among The
LAKEVIEW SCHOOL DISTRICT
And
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/LEA-MEA-NEA
And
LAKEVIEW SECRETARIES ASSOCIATION-MEA-NEA

It is understood that any positions providing support to the Prairieview Professional Development School (PDS) will not supplant any existing bargaining unit work. These positions will be filled by Western Michigan University as the fiscal agent for PDS. The Lakeview School District Payroll Department will provide pay as a subcontractor of WMU.

FOR THE BOARD

/s/ Sharalyn Brandell 12/13/93

FOR SCUBA/LEA

/s/ Thomas L. Dunton 12/13/93

FOR LSA

/s/ Wendy K. Remenar 12/13/93

LETTER OF AGREEMENT
Between
LAKEVIEW SCHOOL DISTRICT
And
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/LEA-MEA-NEA

The parties agree to the following for Territorial School and its sixth-grade teachers effective December 9, 1993:

1. Report time for teachers shall be at 7:35 a.m. on Monday and 7:43 a.m. on Tuesday through Friday.
2. Teachers' lunch hour shall be forty-three (43) minutes per day.
3. When district-wide meetings occur on any Monday where the dismissal time may be 4:00 p.m., teachers will have professional discretionary time from 12:35 p.m. to 1:30 p.m.
4. Each teacher shall have a daily personal planning period of fifty (50) minutes Tuesday through Friday.
5. Each teacher shall have a learning community planning period of forty (40) minutes each Friday which shall be separate from the personal planning period.
6. Dismissal time for teachers shall be by 3:20 p.m. on most Mondays, at 3:00 p.m. on Tuesday through Thursday, and as per past practice on Friday.
7. Total contractual on-site time and student-teacher contact time shall not increase over the 1992-93 school year.
8. This Letter of Agreement supersedes the October 5, 1992 Letter of Agreement regarding Territorial School and its teachers.

FOR THE BOARD FOR THE ASSOCIATION

/s/ Sharalyn M. Brandell 1/11/94

/s/ Thomas L. Dunton 1/11/94

LETTER OF AGREEMENT
Between
LAKEVIEW SCHOOL DISTRICT
And
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/LEA-MEA-NEA

The parties agree that whenever a bargaining unit member volunteers to perform work, which is not a normal part of the member's job assignment and/or not covered within the Master Agreement, that performance of this work:

1. Is strictly voluntary.
2. Will not obligate the member to perform the work beyond the time he/she wishes.
3. Shall not set a precedent of any kind.

It is also agreed that a member's refusal to do such work or performance of the work shall not be considered in his/her evaluation.

FOR THE BOARD

FOR THE ASSOCIATION

/s/ Sharalyn M. Brandell 1/18/94

/s/ Thomas L. Dunton 1/18/94

LETTER OF AGREEMENT
Between
LAKEVIEW SCHOOL DISTRICT
And

SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/LEA-MEA-NEA

The parties agree that Multi-Grade Classrooms may be established at Prairieview School during the 1994-1995 and 1995-1996 school years with the following understandings:

1. The contractual rights as described in Article VII, Section I of the current Master Agreement shall apply to all those who participate as teachers in the Prairieview School Multi-Grade Classrooms, except that any individual teacher may sign a waiver of these rights for the remainder of the current Master Agreement.
2. Beyond any waivers of Article VII, Section I, all other parts of the current Master Agreement shall still be in effect.
3. The duration of this Letter of Agreement is for the remainder of the current Master Agreement.
4. All parties agree that this Letter of Agreement is non-precedent setting.

FOR THE BOARD

Date _____

Date _____

FOR THE ASSOCIATION

Date _____

Date _____

LETTER OF AGREEMENT
Between
LAKEVIEW SCHOOL DISTRICT
And
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/LEA-MEA-NEA

The parties agree that Multi-Grade Classrooms may be established in the Lakeview Schools during the 1994-1995 and 1995-1996 school years with the following understandings:

1. The contractual rights as described in Article VII, Section I of the current Master Agreement shall apply to all those who participate as teachers in Multi-Grade Classrooms, except that any individual teacher may sign a waiver of these rights for the remainder of the current Master Agreement which expires on August 20, 1996.
2. Beyond any waivers of Article VII, Section I, all other parts of the current Master Agreement shall still be in effect.
3. The duration of this Letter of Agreement is for the remainder of the current Master Agreement and shall expire on August 20, 1996.
4. All parties agree that this Letter of Agreement is non-precedent setting.

FOR THE BOARD

/s/ Sharalyn M. Brandell _____

Date 9-2-94 _____

/s/ Ronald Jagner _____

Date September 2, 1994 _____

FOR THE ASSOCIATION

/s/ Thomas L. Dunton _____

Date September 2, 1994 _____

Albert Mumford _____

Date September 2, 1994 _____

LETTER OF AGREEMENT
Between
LAKEVIEW SCHOOL DISTRICT
And
LAKEVIEW EDUCATION ASSOCIATION/SCUBA-MEA-NEA

The parties agree to replace and supersede the tenure Letter of Agreement dated November 22, 1994, with the following:

1. Under the Michigan Teacher's Tenure Act, all tenured teachers are to be evaluated at least once during a three (3) year period. If a tenured teacher is not evaluated during a three (3) year block of time, he/she is to be considered as performing his/her duties in a satisfactory manner. A tenured teacher who is not currently on an Individual Development Plan may choose to examine his/her teaching through mutual goal setting or peer coaching for two (2) of the three (3) years, subject to the remaining provisions of this Letter of Agreement. A tenure teacher not on an IDP must be evaluated one year out of any three (3) year block through the formal performance evaluation process per Article IX of the Master Agreement and the Michigan Teacher's Tenure Act.
 - a. Peer coaching, in which one or more bargaining unit member(s) observe another bargaining unit member's teaching, does not qualify as formal performance evaluation under the Master Agreement. (No bargaining unit member who volunteers to be a peer coach shall disclose his/her input on another bargaining unit member's teaching to anyone other than the teacher being coached unless otherwise required by law.)
 - b. The mutual goal setting process does not qualify as formal performance evaluation under the Master Agreement. Only number ten (#10) and the Comment page of the District's current "Performance Evaluation and Mutual Goal Setting" document shall be used during a mutual goal setting exercise.
 - c. A formal performance evaluation shall use numbers 1 (#1) through number 9 (#9) and the Comment page of the District's current "Performance Evaluation and Mutual Goal Setting" document. A teacher may choose to include the Goal Setting portion of the "Performance Evaluation and Mutual Goal Setting" document in his/her formal performance evaluation.
2. Notwithstanding the above, a tenured teacher may be required to undergo formal performance evaluations (per Article IX of the Master Agreement and the Michigan Teacher's Tenure Act) more than once every three (3) years if the District believes that the teacher's work performance is below acceptable levels. Any tenured teacher who will be required to undergo formal performance evaluations more than once every three (3) years shall be officially notified of this by his/her supervisor. A meeting will be held to discuss the reason(s) for such a decision with the teacher prior to any formal evaluations taking place. If the teacher's performance evaluation is less than satisfactory, an Individual Development Plan will be implemented. The Association shall be invited to attend any such meeting, if requested by the teacher.

3. All tenured teachers currently on an IDP shall undergo formal performance evaluations as described in #1, c. above each year, per the Master Agreement and Teacher's Tenure Act while on an IDP. These formal procedures shall also apply to a tenured teacher who is not on an IDP but who is being evaluated on the three (3) year cycle required by the Teacher's Tenure Act.
4. All non-tenured teachers shall undergo formal performance evaluations as described in #1, c. above according to the Michigan Teacher's Tenure Act and the Master Agreement.
5. With respect to the current Master Agreement expiring August 20, 1998, the following sections will remain in effect when conducting a formal performance evaluation: Article IX, Sections A, C, E and F.
6. This Letter of Agreement shall become effective upon execution and shall remain in effect during the life of the current Master Agreement (i.e., August 20, 1998) unless superseded by another written agreement between the parties.

FOR THE BOARD

/s/ Sharalyn M. Brandell _____

Date 1-11-96 _____

FOR THE ASSOCIATION

/s/ Penny Lee Osborn _____

Date 1-11-96 _____

LETTER OF AGREEMENT
Between
LAKEVIEW SCHOOL DISTRICT
And
LAKEVIEW EDUCATION ASSOCIATION/SCUBA-MEA-NEA

The parties agree that Section C, Subsection (1) of ARTICLE IV - Leaves of the current Master Agreement shall be interpreted as follows:

1. Each teacher may request up to two (2) days of emergency personal leave with pay, non-cumulative, each year, to attend to necessary personal business 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.
2. The teacher is not required to give the District his/her reason for asking when requesting the first day. The first day requested shall be granted if the reason "personal business" is given unless the District knows that the reason for the request does not fit the following criteria which is found in Subsection C (1): "Activities for the purpose of personal profit, with the exception of meeting a bonafide scheduled job interview, or for the purpose of recreational pursuits, social events, or vacation are not justification for an emergency personal leave."
3. If a second day is requested, a specific reason must be given by the teacher. This request shall be granted if the reason given meets the above criteria.
4. It is understood that all requests for personal business leave must fit within the above criteria. If a request does not fit within the criteria, the District has the right to deny such request. If a teacher states "personal business," or other reasons that fit the above criteria on his/her leave form, and the District becomes aware that the day is used for a purpose which does not fit the above criteria, the teacher may be subject to payroll deduction for that day and/or other disciplinary measures.
5. This Letter of Agreement shall be in effect for the life of this contract.

FOR THE BOARD

/s/ Sharalyn M. Brandell _____

Date 1-11-96

FOR THE ASSOCIATION

/s/ Penny Lee Osborn _____

Date 1-11-96

LETTER OF AGREEMENT
Between
LAKEVIEW SCHOOL DISTRICT
And
LAKEVIEW EDUCATION ASSOCIATION/SCUBA-MEA-NEA

In consideration of the fact that the attached Block Schedule for the High School will commence with the 1996-97 school year, the parties agree to the following:

1. Teachers shall be considered teaching full-time if they teach three (3) blocks each semester [six (6) blocks per school year]. Each block taught shall be considered one sixth (16.7%) of a full-time assignment for teachers employed less than full-time.
 2. The District does not intend to assign high school counselors to teach one or more blocks. The parties agree to bargain over this issue prior to any high school counselors being assigned such duties.
 3. Total contractual time for teachers shall be the same as during the 1995-96 school year.
 4. The first sentence of ARTICLE XI, Section C. of the current master agreement shall be modified to read as follows:
 - C. Teachers in the Junior High 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 eight and one-half percent (8.5%) of their teaching salary per semester. Teachers in the High School who teach a full extra block beyond the normal three (3) blocks either semester and who also make up their planning period every school day, shall be compensated for the extra class at a rate of twelve and one-half percent (12.5%) of their teaching salary per extra block taught.
- The remainder of this section shall remain unchanged.
5. The District does not intend for lay-offs to occur or any reduction in the number of full-time equivalent teachers in the high school because block scheduling is implemented. Any reduction of full-time teachers to part-time status will be determined by the same factors that have determined staff assignments in the past. These factors may include: declining enrollment in specific classes 9-12, declining enrollment K-12, reductions in revenues, and extraordinary increases in costs such as health benefits, retirement benefits, etc. This list is not intended to be all inclusive.
 6. This Agreement is non-precedent setting and is for the duration of the contract and is subject to all terms and conditions of the Master Agreement.

FOR THE BOARD



Date: June 21, 1996

FOR THE ASSOCIATION



Date: 8-29-96

Sheet1

1995-96 Salary Schedule

1996-97 Salary Schedule

Step	and			Step	ed		
	Bachelor's Degree	Master's Degree	Doctor's Degree		Bachelor's Degree	Master's Degree	Doctor's Degree
				-2	27,384	29,331	31,276
-1	27,384	29,331	31,276	-1	28,151	30,152	32,152
0	28,562	30,592	32,621	0	29,362	31,449	33,534
1	30,198	32,463	34,728	1	31,044	33,372	35,700
2	31,718	34,330	36,943	2	32,604	35,291	37,977
3	33,487	36,201	38,917	3	34,425	37,215	40,007
4	35,130	38,074	41,015	4	36,114	39,140	42,163
5	36,772	39,939	43,105	5	37,802	41,057	44,312
6	38,412	41,809	45,207	6	39,488	42,980	46,473
7	40,055	43,684	47,310	7	41,177	44,907	48,635
8	41,702	45,552	49,404	8	42,870	46,827	50,787
9	43,345	47,415	51,487	9	44,559	48,743	52,929
10	44,987	49,288	53,588	10	46,247	50,668	55,088
11	46,623	51,158	55,692	11	47,928	52,590	57,251
12		53,028	57,797	12		54,513	59,415

"Doctorate" is defined as an earned bona fide Ed.D. or Ph.D. from UM, MSU, WMU, EMU, or other residential university with equivalent accreditation.