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8/31/2003

AGREEMENT
Between The
BOARD OF EDUCATION
OF THE
LAKE CITY AREA SCHOOLS
AND THE
LAKE CITY FEDERATION OF TEACHERS
AFT LOCAL 3239
1999-2003

Lake City Area Schools



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ARTICLE I

Recognition

Section 1: Recognition

A. The Board hereby recognizes the Union as the exclusive bargaining representative for all full-time and regularly-employed part-time (See Article XI, Section 3, Part K) certified professional personnel under contract, excluding therefrom all others such as, but not necessarily limited to, supervisory, executive, administrative and non-professional personnel, substitute teachers, athletic director, teacher aides and assistants.

B. The term "teacher" as hereinafter used shall refer to a person included within the above-described bargaining unit, and the term "Board" shall include members of the Board of Education or administrative staff.

Section 2: Postings

Establishment of new positions or functions within the bargaining unit related to instruction shall be collaboratively discussed with the Union prior to permanently filling the position. Temporary assignment shall not exceed the balance of the school year, nor shall such time in temporary assignment be considered in qualification for permanent assignment.

Section 3: Fair Employment Practices

A. This Agreement shall be applied uniformly to all teachers within the bargaining unit.

B. The Board, recognizing that well-qualified and able staff is a prerequisite to quality educational programs, agrees to seek out and recruit staff members who best fulfill these requirements.

Section 4: Union Dues Check-off

A. Upon filing with the Employer the written authorization form for payroll deductions designated below, signed by the employee, the Employer agrees, during the term of this Agreement and any extension or renewal thereof, to deduct Union membership dues or fees representing the proportionate share of collective bargaining costs as determined by the Union from time to time (herein called "service fees"), levied in accordance with the Constitution and by-laws of the Union, from the pay of such employee. The form of the authorization shall be as follows:

**AUTHORIZATION FOR DEDUCTIONS OF LAKE CITY FEDERATION OF
TEACHERS MEMBERSHIP DUES OR SERVICE FEES**

I hereby authorize the Lake City School district to deduct the sum of (check one)

\$ _____ representing my dues for membership in the Lake City Federation of teachers, MFT/AFT, AFL-CIO

or

\$ _____ as a service fee representing my proportionate share of the collective bargaining costs of the Lake City Federation of Teachers from each paycheck in the amount stipulated per pay period by the Union prior to the opening of school each year, which sum is to be paid in full to the Treasurer of the Lake City Federation of Teachers. Deductions shall commence with the pay period following receipt of this written authorization, up to and including the twentieth paycheck of each school year.

This authorization is to continue in full force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit, or until this authorization is revoked by written notice. I further authorize the Federation's Treasurer to change the amount of this deduction when such change has been adopted by a vote of the membership as prescribed by the Constitution of the Lake City Federation of Teachers.

Signed: _____

B. The Employer agrees to forward such deductions, along with a list of the employees from whom the deductions have been made, within one week following such deduction, to the Treasurer of the Union.

C. The Board shall forward to the Union a list of all employees within the bargaining unit and their grade assignments at the commencement of the school year. Further, the Board shall notify the Union of any employee in the unit entering or leaving the employment of the Board.

D. The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency.

The Union agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

E. Any dispute between the Lake City Federation of Teachers and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization form pursuant to this Article shall be reviewed with the employee by a representative of the Board and representative of the Lake City Federation of Teachers. Until the matter is resolved, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.

Section 5: Union Security

The Employer and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit regardless of whether or not such member belongs to the Union, accept the following method designated to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf:

A. Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues.

B. Any member of the bargaining unit who has not joined the Union and executed an authorization for deduction of Union dues during such period, or having joined has not continued to pay Union dues, shall immediately execute an authorization permitting deduction of service fees, representing the proportionate share of collective bargaining costs as determined by the Union from time to time. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.

C. The Employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of this Agreement or its extensions or renewals, as

well as new hires) of the above-stated thirty (30) day period the name(s) of such employees and date of employment.

D. Failure within the above-stated thirty (30) days to deliver authorization for deduction of either new union dues or the above-described service fee shall constitute a basis for discharge and the Employer agrees, upon receipt of notification from the Union that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employee within five (5) days; it being understood between the parties to this Agreement that such requirement is a condition of continued employment with the Employer.

E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered reemployment by the employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a precondition to reemployment.

F. The Lake City Federation of Teachers shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, damages or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with Sections 4 and 5 of this Article. The Board retains the right to secure counsel in their own behalf and at their own expense.

ARTICLE II

Effect of Agreement

Section 1: Agreement

The parties mutually agree that the terms and conditions set forth in the Agreement represent the full and complete understanding and commitment between the parties.

Section 2: Savings Clause

If any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, such provision shall not be applicable of performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect, and the parties agree to meet for the purpose of negotiation and agreement of substitute language for the voided provision(s).

ARTICLE III

Definition of Rights and Responsibilities

Section 1: Rights of the Board

A. It is agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- 1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.**
- 2. Establish, modify, or change any work or business or school hours or days.**
- 3. Direct the working forces, including the right to hire, promote, transfer, discipline and/or reassign employees, assign work or duties to employees, determine the size of the work force and to lay off employees.**
- 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work, the institution of new and/or improved methods or changes therein.**
- 5. Adopt reasonable rules and regulations.**
- 6. Determine the qualifications of employees.**
- 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, building, departments, division or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.**
- 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.**

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

Section 2: Academic Freedom

A. Teachers are encouraged to be creative and innovative within the classroom insofar as the purposes of the Board approved curriculum are being fulfilled in a professional manner. It is understood that professional, legal, and social standards must be met within the context of public schools.

B. The intercom system shall not be used for purposes of monitoring the classrooms.

Section 3: Legal Representation

An employee made a defendant in any judicial proceeding with respect to any matter associated with the person's employment with the district is entitled to be represented by counsel, employed for and paid by the district unless the district, for good cause, determines that counsel should not be provided because (A) the employee acted in bad faith, (B) the employee knowingly violated the law, (C) the employee committed an intentional tort. Employees denied counsel will have access to the grievance procedure for the purpose of (A) securing a directive to the district to provide counsel, (B) seeking to be recompensed for the cost of counsel employed by the employee or both.

Section 4: Student Discipline

A. Although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom or in any other student-teacher relationship, the Board accepts its responsibility to continue to give administrative backing and support to all its faculty members. The faculty agrees that all disciplinary measures invoked by them shall be reasonable and just and in accordance with established practices, including specifically the Michigan Corporal Punishment Act (MCL380.1312). It shall be the duty of the teacher to report to the principal the names of any students who, in the opinion of the teacher, need particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report. It is understood that the building level handbooks will be enforced by both the teachers and administrators.

B. Teachers shall assist in regulating student conduct outside their classrooms during working hours to the extent that such activity on the part of the teacher does not unreasonably impinge upon the teacher's classroom duties.

Section 5: Assault

Any case of assault upon a teacher arising out of a school-related incident shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for this assaulting pupil(s). This decision shall be communicated

to the teacher concerned. If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.

Section 6: Parent Complaints

Any complaint by a parent directed against a teacher shall be called to the attention of the teacher if the complaint is considered serious enough to result in a written record and/or to become the basis for any disciplinary action against such teacher.

Section 7: Personnel Files

A. An employee shall be permitted to inspect the contents of his/her personnel file which have been added after initial employment. A Union representative may be present if requested by the employee. Only one official file containing evaluative material shall be maintained for each teacher and shall be kept in the Central Office.

B. All teachers shall sign and date the materials placed in the file.

C. An employee shall be informed within a reasonable time of any material making adverse reference to the employee which is placed in the employee's file. All copies shall be signed and dated by the administrator. An employee shall have the right to attach his/her comments thereto within a month from the point of discovery. Comments shall be kept to "bearing on the contents of the Administrator's material".

Section 8: Evaluations

A. Informal Observations

It is agreed that informal observations may comprise part of the overall evaluation of a teacher's performance. Whenever informal observations are made, based upon a demonstrable need, notice of the visitation will not be required.

B. Formal Observations

1. The teacher will be notified when a principal's visit is for the purpose of a formal evaluation. Preferably, a conference between the administrator and the teacher shall take place to discuss goals and objectives of the class or work period to be observed during the week of the visitation.

2. All formal observations shall be followed up by a written summary of the observations, pointing out strengths and weaknesses and suggestions for improvement. Within five (5) days after the observation, a conference may take place between the teacher and the administrator, at which time the

written summary shall be discussed. The teacher shall sign the written summary during said conference. The signature shall acknowledge receipt of the written summary and the holding of the conference.

3. An employee shall have the right to be observed by another evaluator, such evaluator to be the Superintendent or his designee.

4. Each teacher upon initial employment or the beginning of the school year, whichever is later, shall be given a copy of the evaluation form upon which he/she will be evaluated. In the event the form is changed during the school year, each teacher shall receive a copy a reasonable time prior to its use.

C. There shall be final written summary evaluation of each teacher by the administration near the end of the school year. This evaluation shall be based upon an overall weighing of formal and informal observations, as well as parental, student, peer, and administrative commendations and substantiated complaints. The teacher shall receive a copy of this evaluation, receipt of which shall be acknowledged by the teacher.

Section 9: Disciplinary Interviews

Disciplinary interviews and verbal reprimands shall be held in private. An affected employee shall have the right to request the presence of a Union-designated representative at said interview.

Within twenty-four hours of the request, the interview will be held on a mutually acceptable date scheduled. At the beginning of each school year the Union shall file with the Superintendent's office a list of designated representatives. The Board shall have a similar right to include its representative.

Section 10: Use of Facilities

The Union and its representatives shall have the right to use rooms in the school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for the use of rooms one hour before the commencement of the school day nor until five p.m. of that day. Such use will require that the Union follow the established building scheduling procedures.

Section 11: Bulletin Boards and Mailboxes

The Union shall have the right to post notices of its activities and matters of Union concern on bulletin boards located in the teachers' lounge of each building. Said notices and other Union materials may also be circulated through office mail service. The Union shall identify its materials as Union publications.

Section 12: Information Availability

The Board shall make available to the Union within a reasonable time statistics, records, work schedules, or other information which the Union reasonably needs for preparation of bargaining demands, for implementation of the terms of this Agreement, or for the processing of grievances arising out of this Agreement. (It is understood that this provision in no way requires the Board to compile materials in ways such material is not normally compiled.)

Section 13: Release Time for Union President

The Union President or his designee shall be given released time for Union business at the discretion of the Superintendent, provided such discretion is not unreasonably withheld.

Section 14: Professional Ethics Committee

A Professional Ethics Committee shall be established by the Union. The Professional Ethics Committee is a committee of the Lake City Federation of Teachers. Its functions are those given by this Agreement and/or other matters of internal L.C.F.T. concerns. When, in the opinion of the administration, a teacher (or teachers) abuses the terms or spirit of this Agreement, the situation may be brought to the attention of the Professional Ethics Committee of the L.C.F.T. to determine an appropriate course of action.

ARTICLE IV

Negotiations Procedures

Section 1:

Negotiations for a new Agreement shall begin at a time, date, and place mutually determined by the Board and the Union.

Section 2:

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Board and the Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.

Section 3:

Both parties to this Agreement hereby acknowledge that neither party shall have a duty to negotiate with the other during the life of this contract upon matters contained herein or new matters not with the contemplation of the parties at the time of ratification of this contract. Notwithstanding the foregoing, the parties may in their own discretion agree to negotiate upon modifications of this Agreement during the life of the contract.

ARTICLE V

Grievance Procedure

Section 1:

A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

The following matters shall not be the basis of any grievance:

- A. The discharge or demotion of a tenured teacher, it being understood that the Tenure Act provides a procedure and a remedy.
- B. Discharge of employees in the bargaining unit during the probationary period shall not be grievable, provided:
 - 1. The employee is furnished with written evaluations, based on direct observations, which evaluation specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance, and
 - 2. The employee, prior to the date of discharge, receives a definite written statement containing the reasons for discharge, which reasons are based upon the prior written evaluations.
- C. Termination or failure to reappoint a teacher to a position on Schedule B or C.

Section 2:

At the beginning of each school year, the Union shall notify the administration of the Grievance Chairman and any alternate(s) who may perform this function in the absence of the Grievance Chairman.

Section 3:

An aggrieved person shall mean any member or members of the bargaining unit, or the Union in its own behalf, making the complaint. Wherever notice is used, it is intended that such be written notice to all parties concerned. The term days shall mean duty days, except where otherwise indicated.

Section 4: General Principles

- A. A grievance may be withdrawn at any level, but withdrawal shall not extend the time limits hereinafter specified.**
- B. If a grievance arises from the action of authority higher than the building principal, it may be initiated at Step II of this procedure.**
- C. If a practice has occurred for one year, it will be determined to be past practice.**
- D. Hearings and conferences held under this procedure shall be conducted at times other than when aggrieved persons are scheduled for duty, unless it is impossible or unreasonable to do so. If scheduled during duty hours, the teachers involved shall suffer no loss in pay.**
- E. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure. Any written grievance not substantially in accordance with the form may be rejected as improper, and such rejection shall not extend the time limits.**
- F. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.**
- G. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.**
- H. If the Board or its designated agents fail to communicate a decision on a grievance within the specified time limits, the grievance may be appealed to the next step.**
- I. The time limits specified in this procedure may be extended in any specific instance by mutual agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.**
- J. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.**
- K. The arbitrator shall have no power to establish salary scales or to change any salary.**
- L. The arbitrator shall have no power to decide any question which, under this Agreement, is within the exclusive responsibility of the Board to decide. In rendering decisions, the arbitrator shall give due regard to the responsibility of the**

Board, and shall so construe this Agreement that there will be no interference with such responsibilities, except as they may be conditioned by this Agreement.

M. The arbitrator shall have no power to interpret state or federal law.

N. No arbitrator shall hear more than one grievance at any one hearing without mutual consent of the Board and the Union.

O. The Board and the Union each shall bear the full costs for their representative counsel in the arbitration.

P. The arbitrator's fees shall be assessed against the parties in a proportion to be determined by the arbitrator.

Q. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s), and the remedy or remedies sought shall be jointly stipulated by the Board and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written stipulation of the issue(s) to the arbitrator in advance of the hearing date.

R. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Union.

Section 5: Procedure for Adjustment of Grievance

A. Grievances shall be presented and adjusted in accordance with the following procedures:

1. Step I - Informal Conference

A. A complaint shall first be discussed with the principal with the object of resolving the matter informally by the aggrieved person, his Union representative or both.

B. In the event the matter is resolved informally and the Union representative was not present at the adjustment of the complaint, the principal shall inform the Union of the adjustment.

2. Step II - Written Procedure

In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, may be submitted to the Superintendent within fifteen (15) days of the alleged violation or within fifteen(15) days of when the grievant should reasonably have known of the act or conditions leading to the grievance, whichever shall occur first.

A. The grievance may be lodged as specified in I A above.

B. Upon investigation of the issues involved, the Superintendent shall, within ten(10) days following receipt of the grievance, communicate his decision in writing on the form provided, together with supporting reasons, to the principal, the Union representative, and to the aggrieved person, if any.

3. Step III - Written Procedure

A. In the event the matter is not resolved at Step II, the aggrieved person may (upon consultation with the Union Executive Board), within five(5) days of receipt of the answer at Step II (or within ten days of submission to the Superintendent), appeal to the Board by filing a copy of the grievance form and answer thereto. The signature of the President of the Lake City Federation of Teachers on the Step III form shall indicate this has been done.

B. In not less than five(5) nor more than thirty-five(35) calendar days, the Board shall hold a hearing. The aggrieved person, his Union representative, and necessary witnesses, plus administration may be present. At least three(3) days, notice shall be given by the Board.

C. Within ten(10) days of the conclusion of the hearing, the Board shall render its decision in writing, including reasons therefore, on the form provided, sending copies to the Union, the aggrieved person (if any) and to the administration.

4. Step IV - Arbitration

Within ten(10) days after receipt of the decision of the Board, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association by notifying the Superintendent and filing with the American Arbitration Association.

GRIEVANCE FORM

Step I

TO _____

Date Submitted _____

FROM _____

**Date grievance
discovered** _____

CHECK ONE: I do (), do not (), wish the Union to represent me in this grievance.

CITATION: Cite each provision being grieved or past practice being violated.

Remedy Sought:

Signature and Date

Decision of Administrator: _____

Signature and Date (Principal)

Copies:

**Grievant (1)
Employer (2)
Union (3)**

GRIEVANCE FORM

Step II

TO _____ **Date submitted** _____

FROM _____ **Date of decision at Step I** _____

Check one: I do (), do not (), wish the Union to represent me in this grievance.

Statement of Grievance (attach a copy of the Step I form; add here answers to decision at Step I with additional arguments)

CITATION: Cite each provision being grieved or past practice being violated.

Remedy Sought (specify, only if different from Step I)

Signature and Date

=====
Statement of Decision (state decision, cite contract sections, and give additional reasons for decision, if any.)

Signature and Date (Superintendent)

Copies:

- Grievant (1)**
- Employer (2)**
- Union (3)**

GRIEVANCE FORM

Step III

TO _____ **Date submitted** _____

FROM _____ **Date of decision at Step II** _____

Check one: I do (), do not (), wish the Union to represent me in this grievance.

Statement of Grievance (attach a copy of the Step I and II forms; add here answers to decision at Step I and II with additional arguments)

CITATION: Cite each provision being grieved or past practice being violated.

Remedy Sought (specify, only if different from Step I and II)

Signature and Date (President, L.C.F.T.)

=====
Statement of Decision (state decision, cite contract sections, and give additional reasons for decision, if any)

Signature and Date (Board Level)

Copies:

**Grievant (1)
Employer (2)
Union (3)**

GRIEVANCE FORM

Arbitration

TO _____ **Date** _____

FROM _____ **Date of Decision at Step III** _____

Statement (state intent to arbitrate, cite details of grievance being arbitrated, and attach copies of forms for Steps I, II and III)

Request for conference to work out joint and/or separate stipulation of facts and issues to be submitted to the arbitrator:

Suggested dates: _____

Union Signature and Date

=====
Employer response: (date for conference, etc.)

Signature and Date

Copies:

- Grievant (1)**
- Employer (2)**
- Union (3)**

ARTICLE VI

Curriculum, Special Services, Testing, Reporting, Planning Periods, Teacher Aides, Meetings

Section 1: Curriculum Development

A. Curriculum, professional development, and in-service activities are an integral part of each school year and the overall development and progress for a school district. Therefore, building management councils, and a district curriculum council, will be established and functional each year. These councils may be composed of teachers, administrators, parents, and board members.

B. It is understood that, due to changing requirements at the state level and changing needs within the district, membership of these committees will change during the life of this contract. Therefore, it is further understood that each teacher, serving on one or more of these committees (building management council and/or district curriculum council) shall be reimbursed according to the scale listed in schedule C.

The function(s) of these committees shall be as follows:

MANAGEMENT COUNCIL

1. Shall act as a management/advisory council to the building principal.
2. Shall act as the Building School Improvement Team (SIP) [as designated by the Department of Education] and the building curriculum team.
3. Shall fulfill other needs in these areas, as required by future state requirements or as determined by the various committees.
4. Shall include accreditation activities, as deemed appropriate by the principal and chairperson.
5. Shall review and coordinate all curriculum, curricular changes, staff development efforts, and in-service programs within the buildings.
6. Membership may be comprised of teachers, support staff, parents, accreditation personnel, etc., as deemed appropriate by the administration.

CURRICULUM COUNCIL

1. Shall review, coordinate, and articulate all K-12 curriculum.
2. Shall review and recommend needs in professional development.
3. Shall review and recommend in-service programs for the district.
4. Shall act as the district school improvement team, as needed.
5. Shall fulfill other state requirements, as needed.

6. Membership may be comprised of teachers, specialists, accreditation personnel, support staff, parents, etc., as deemed appropriate by the administration.

The recommendations of the council will be presented to the Superintendent.

Any member who for any reason resigns his position prior to the conclusion of a year will forfeit his pay.

It is understood that the Board is the final approving authority for any/all recommendations proposed by these various councils.

NCA COMMITTEE

1. Will act as our District School Improvement Team, including planning and problem solving.
2. Will fulfill this and/or other similar State functions, as needed.
3. Will coordinate efforts with the Curriculum Council.
4. Will communicate committee efforts to building level staff.
5. Will conduct building level meetings.
6. Will participate in NCA/SIT meetings 5-6 times per year.
7. Will conduct accreditation work.
8. Will review/update/plan area goals, school improvement plans, and other issues brought to the committee.
9. Will be Committee Chairs for building level goals/action plans/etc.

Section 2: Special Services

Elementary teachers may utilize time when classes are being taught by specialists for planning and preparation. Teachers shall be allowed to leave the room when the specialist is certified, but will remain in the room when the specialist is not certified.

Section 3: Pupil Tests

Classroom and district-wide test results shall be made available for the use of each teacher.

Section 4: Student Achievement

Each teacher shall be directly involved in determining the promotion or non-promotion for students in their classrooms. Each teacher shall be directly involved in the process of transferring students from one classroom to another. Final decision shall be the administration's.

Section 5: Achievement Goals

Recognizing that teacher involvement is essential in order to meet the challenges of improved instructional performance and increased student achievement, it is understood that teachers will participate in committees such as: School Improvement efforts, development of accountability standards, supervision of student learning, and curriculum development within the district. These committees will be developed at the building level under the leadership of the principal, with the district having final approval of these initiatives.

Section 6: Teacher Aides

To relieve teachers of patrol, recess and bus duty, aides will be used in the elementary, middle school, and high schools. The aides will also handle duplication of teaching materials, operating audio-visual equipment, collecting monies for milk and lunch and similar non-teaching responsibilities. Aides may be requested to assist teachers with inventory of supplies and equipment.

Section 7: Meetings and Conferences

A. Staff meetings may be called when needed, with prior notification that such meetings are to be held. Such notification shall also include an oral or written agenda for the meeting, in order that teachers may attend the meeting prepared to discuss the issue(s). Such meetings shall not exceed one hour, except by mutual consent of the participants.

B. Each teacher is expected to attend one parent-teacher open house per year.

C. Attendance at PTA meetings shall be voluntary on the part of the teacher.

D. Conventions, Workshops and Conferences

Based on budgetary limitations, leaves may be granted for attendance at conventions, workshops and conferences within an employee's field of teaching, provided adequate written notice on forms furnished by the Board is submitted to the principal. If a leave is approved by the building principal and Superintendent, the teacher will suffer no loss in pay and will be reimbursed for reasonable expenses. A written summary of the conference shall be submitted to the building principal upon return.

E. Classroom Visitations

Employees may visit other classrooms, each employee to spend a maximum of one day per year visiting other classes, both inside and outside the district, in which new or specialized programs are being conducted, for the purpose of enriching that teacher's experiences and making it possible to share a broadening horizon of

curricular possibilities. Reasonable approval of the Superintendent and permission from the district and classroom teacher or specialist being visited shall be required in advance. Appropriate reporting of such experiences back to the interested teachers and administration in the district shall take place upon return.

Section 8: Professional Development

Teachers will be paid for up to seven days at \$75.00 per day for professional growth opportunities. The district will notify the teachers in advance which days are eligible for payment.

ARTICLE VII

Vacancies, Promotions, Transfers

Section 1: Vacancies

A. When the Board determines a vacancy exists in the district, the Board shall give written notice of such vacancy to the Union and provide for appropriate posting in every school building. No vacancy shall be filled until such vacancy shall have been posted for at least five (5) days.

A teacher may apply for any position for which he is qualified. Such application should be in writing, addressed to the Superintendent. Applications will be considered should such vacancy occur either during the school year or during the summer. This application should be renewed annually.

The Board agrees to give due weight to professional background and attainments of all applicants, area of specialization, and other relevant factors, as the Board deems appropriate.

B. In the event a vacancy arises during the summer, when teachers are away, the Board shall notify the local Union President in writing. Teachers who specify interest in a particular position before the end of the school year, in writing to the Superintendent, shall be notified in writing if such position becomes vacant during the summer months or during extended periods of vacation. It shall be the responsibility of the teacher to notify the Board of any change in address and/or phone number.

C. The Board will post such vacancies on the bulletin boards in each school on the same day if possible and will give written notice to the local Union President. During the summer, the Union President and the designated building representatives will be notified by phone or in person. If contact is not possible within twenty-four hours, a vacancy notice will be mailed to the aforementioned.

Section 2: Transfer

Involuntary transfer will be made to provide more efficient educational services or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Union of the reason for such transfer. The teacher involved in an involuntary transfer shall be given the chance to apply for the position from which he was transferred for the next school year.

Section 3: Promotions

Elementary teachers and administrators shall consult at the close of the school year regarding pupil groupings for the following year to insure well balanced classes. No changes made during the summer will be final until reviewed by the administration and teachers involved.

ARTICLE VIII

Calendars, Hours, Class Loads

Section 1: Calendar

A. During this contract there will be 190 teacher days per school year. The District will meet all state requirements for student days and professional development days. If the calendar exceeds 190 teacher days, additional days will be paid at the teacher's daily rate.

B. The teachers agree that all state mandated make-up days will be made up without additional remuneration. Make-up days will be jointly agreed upon between the Board and teachers. No school year will end with more than three half days.

Section 2: In-classroom Hours

A. Teachers shall be at their teaching station at least fifteen (15) minutes before classes commence to prepare for instruction.

B. The basic work week shall be Monday through Friday; the basic work day will be from 8:00 a.m. to 3:30 p.m. with an additional 15 minutes (either before or after) to be decided upon by the teacher and reported to the building principal, inclusive of a 30 minute, duty-free lunch period. The building principal may agree to a change in this flex time based upon coaching requirements, supervisory needs, and/or other special circumstances.

C. Teachers shall not be permitted to leave the school buildings prior to the termination of the basic school day without permission from the building principal.

D. Teachers will be at their assigned duty stations after their lunch period at least five (5) minutes before the students.

Section 3: Teaching Load

A. The number and length of teaching periods per day assigned to the teaching staff shall be as determined from time to time by the Board of Education in its sole discretion. Provided, however, that prior to implementing any increase or decrease in the number or length of assigned teaching periods per day, the Board or its designated representative(s) will confer with the representative(s) designated by the Federation to receive their input and suggestions. This obligation to "confer" shall not be considered an obligation to negotiate with or obtain consent from the Federation prior to exercise of the Board's reserved authority to change the assigned teaching loads, and it is expressly understood and agreed that the Federation's agreement to this provision acts as a waiver of any right they may have

under the Public Employment Relations Act to demand to bargain with regard to any change in the number or length of teaching periods per day which may be implemented by the Board under the authority of this Agreement.

B. In the event the Board shall determine to schedule a "seven period day" for students in the middle and/or senior high school, the normal weekly teaching load will be thirty (30) teaching periods and five (5) unassigned conference periods. If the high school has academic centers, the normal weekly teaching load will be twenty-five (25) teaching periods, five (5) academic centers, and five (5) unassigned conference periods. A teacher may need to teach thirty (30) periods and have five (5) unassigned conference periods. This would be a collaborative decision on the part of the teacher and the administration, and a teacher would not receive extra pay if he/she elects to do this.

C. In the event the Board shall determine to schedule a "six period day" for students in the middle and/or senior high school, the normal weekly teaching load will be twenty-five (25) teaching periods and five (5) unassigned conference periods. There may be individual exceptions made if such exceptions are agreed to in advance by the teacher assigned.

D. Recognizing that both excessive preparations and a large number of students have a negative impact on teacher effectiveness, the Board's goal is to maintain a minimum of teaching preparations and a low pupil/teacher ratio for middle/high school teachers.

E. In the event the Board shall determine to schedule a "seven period day" for students in the middle and/or senior high school, the Administration shall lengthen the duty free lunch period called for in Article VIII, section 2, paragraph B. This shall be done in such amounts as the Superintendent of Schools, in his sole discretion, shall determine to be appropriate, provided, however, that any such lengthening of the lunch period shall not increase the maximum length of the duty day for teachers as also set forth in said section.

F. Elementary teachers will be guaranteed an average of forty (40) minutes without supervision of students each day during the students' normal work day for preparation or other professional duties. (Time when specialists are conducting in-classroom assignments in accordance with Article VI, Section 2 of this contract and duty free recess periods will apply.)

Section 4: Class Load

A. Class Size

Low class size is a high priority in our district. Barring economic hardships, the Board will endeavor to keep class size low.

The Board agrees to continue its efforts to keep class sizes as low as practical in the circumstances as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers, and the best interest of the district as deemed administratively feasible. It is agreed that the Board will try not to exceed the following teacher/student ratios:

- | | |
|----------------------|-----------|
| 1. Kindergarten | 28 pupils |
| 2. Elementary grades | 30 pupils |

In the event these limits are exceeded, the affected teacher will be entitled to a classroom aide. If the fund balance falls below 10-12% this requirement would be exempt and a collaborative committee would be formed to discuss alternatives.

3. Middle and Senior High School

Classes not to exceed:

English	32 pupils
Social Studies	32 pupils
General Education	32 pupils
Mathematics	32 pupils
Sciences	32 pupils
Languages	32 pupils
Business	32 pupils
Keyboarding	32 pupils
Art	32 pupils
Health Education	32 pupils
Industrial Arts	
Beginning Shop	24 pupils
Advanced Shop	26 pupils
Drafting	30 pupils
Vocational Shops	24 pupils
Homemaking	26 pupils

Physical Education, Chorus, General Music, and other traditionally larger classes are exempt from the above.

Extra students over the contractual size limits would be allowed when a teacher agrees to the change in consultation with a Lake City Federation of Teachers representative and an administrator.

A teacher has the right to refuse, providing such refusal is reasonable. Such limits will be determined three weeks after the start of school.

B. Split Level Classes

In the event that a split level class must be instituted, teacher assignment shall be made on the following basis:

- (1) Volunteers will be solicited first.
- (2) Consultation with the Union to explore available alternatives.
- (3) Assignment may be made on a non-voluntary basis.

C. Notification of Assignments

Tentative teaching assignments shall be made by August 1 of each year covered by the terms of this Agreement. The teacher will be notified as soon as possible if any changes in tentative assignments are made after August 1.

Section 5: Reporting Absences

A. Teachers shall be individually responsible for notifying the school (number to call to be provided by the Board to each teacher) at the earliest possible time when the teacher will be absent from school, in order to give the Board time to call in substitute teachers. In situations where the teacher could not possibly have anticipated the absence ahead of time, such notification shall be made by 7:00 a.m. of the day the absence occurs. Emergency situations shall be individually and equitably handled. Failure to comply with the above will result in loss of pay unless the teacher files with the principal a written notice on a form to be provided by the Board of reasons therefore.

B. It shall be the responsibility of the Board to determine when a substitute is needed. However, it is understood that classes and programs, including academic centers and media centers, will not be combined or canceled, except in extreme emergencies.

C. Teacher may be asked to voluntarily "cover" a class for a teacher who is unavoidably late until such time as a substitute teacher can be called in to take over the classroom.

D. In the event that a teacher accepts a request to substitute for another teacher during release time, that teacher may choose to be paid or to receive comp time. Monetary amounts for subbing will be \$20/hr in 1999-2000, \$21/hr in 2000-2001, \$22/hr in 2001-2002, and \$23/hr in 2002-2003. Elementary teachers may earn comp time by covering recesses, excluding lunch. Arrangements will be worked out with the building principal. Ten recesses are the equivalent of one comp day. For middle school and high school, in order to earn a comp day a teacher must comp for five periods.

E. Comp time may be accumulated up to three days and may be carried over to the next school year. The time accumulated may be used adjacent to a vacation period. In order to control the number of substitutes needed for comp time used adjacent to vacation periods a lottery system has been developed. Ten percent of the teaching staff is the maximum number that will be chosen, but no more than 20% of the staff in any one building may be gone the same day. If comp time is being requested adjacent to deer day, Thanksgiving break, Christmas break, midwinter break or spring break, the staff member must fill out personal day paperwork clearly marked comp time and turn it in to the central office. If both you and your spouse have earned and are requesting comp time, fill out one form but mark both names on it. The drawing will be held the first week of October. In 1999-2000 the deadline is the last week in September. In following years, the deadline will be the last week of May and the drawing will be held the first week of June. If the designated spots are not all taken, applications may be turned in beyond this time frame and will be responded to on a "first come - first served" basis. Comp time will not count against the attendance incentive.

ARTICLE IX

Facilities and Supplies

Section 1:

The Board agrees at all times to keep the schools reasonably and properly equipped and maintained, as economically feasible as determined by the Board.

Section 2:

Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

Section 3:

The Board shall make available in each school adequate restroom and lavatory facilities primarily for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Teachers shall be responsible for the orderliness, cleanliness and professional atmosphere of the faculty lounge.

Section 4:

Private telephone facilities shall be made available to teachers for their reasonable use in each lounge. The Cadillac line should be used judiciously for personal calls.

Section 5:

The Board agrees to meeting the standards of a well equipped classroom suitable to the program being conducted within.

Section 6:

A facilities and supplies committee composed of three (3) teachers and three (3) administrators shall be established to make recommendations to the Superintendent.

ARTICLE X

Leaves

Section 1: Attendance Incentive

A. Recognizing that it is important for a teacher to be with his/her students, the Board will pay as an attendance incentive the following:

A teacher with zero days out for the school year will receive \$300. A teacher with one day out will receive \$200. A teacher with two days out will receive \$100. Days out will include sick, personal, jury, and funeral. However, the first two jury and/or funeral days will not be included in this count.

Section 2: Sick Leave

A. Upon initial employment and each year thereafter, each employee shall be granted sick leave in the amount of 9 days. Employees shall be entitled to sick leave when they are incapacitated by illness or disability to the extent that they are unable to perform their normal job duties. Sick leave days are to be used solely and exclusively for illness of the employee and/or a member of his/her immediate family, when the employee is responsible for the care of that member of the family. Disability due to pregnancy shall be treated as any other disability. Sick leave may also be used for doctor appointments which cannot be otherwise scheduled.

1. It shall be the responsibility of the teacher to notify the Board of any anticipated disability as soon as possible giving the estimated period of disablement.

2. The Board may request a physician's statement regarding an employee's ability to perform his/her job duties either prior to or upon return from a disability leave of absence.

B. Unused sick leave day shall accrue to a maximum of 120 days.

C. In the event that a teacher is absent due to illness for five consecutive days, the Board may, at its own expense, require an examination by an independent physician.

D. Credited sick leave days may be used in advance; however, in the event that an employee severs his/her employment with the district prior to the end of his/her contract of employment, having exhausted the full number of days allotted to him/her, a pro-rated amount (determined by the date of termination) shall be deducted from the final pay of such employee to cover the unearned portion of sick leave allowance. Sick leave shall be earned at the rate of one day per month of employment. New teachers must work at least one day in order to be eligible for the provisions of paragraph A, above.

Section 3: Personal Leave

Up to three days per year may be granted for personal business of the teacher with some stipulations. The teacher shall have the right to take the above days at their discretion (subject to the notice provisions of paragraph B, below). It shall not be taken on a work day preceding or succeeding a vacation or holiday nor if the teacher can make arrangements to avoid its use. Personal business days are not to be taken for activities which could be performed during vacation or non-school hours. The District has the latitude to exceed personal day leave based upon individual circumstances without being precedent setting.

A. The teacher shall request permission from the principal or Superintendent at least two working days in advance of the expected date of absence. Exceptions to this condition may be made at the sole discretion of the Superintendent or his designee.

B. It is expressly understood that personal business days may not be used for recreation, family vacations, shopping trips, or hunting.

C. One unused personal day per year may be carried over as a personal day for the next year. In any one year a teacher may use a maximum of four personal days. When the third or fourth personal day is used, \$100 per day will be deducted from the gross pay of the teacher. The only exceptions to this pay deduction will be when the third or fourth personal day is used for the funeral of a niece or nephew, or when a teacher must attend to the medical needs of an immediate family member who is not in their primary care. All other unused personal days may be credited to the individual's sick bank, but not if the addition would exceed the 120 day cap on paid sick days.

Examples:

1. A teacher has used two personal days, he/she would like to go on a school trip with one of his/her children. The teacher may take a third or fourth personal day, if one was carried over the year before, but it will cost the teacher \$100 per day.
2. A teacher has used two personal days, he/she would like to be with a member of his/her immediate family who is having surgery. The teacher may use a third personal day without financial repercussion. If the teacher has an unused personal day carried over from the previous year, the teacher may use a fourth personal day without financial repercussion.
3. A teacher has used two personal days and needs a third personal day to settle a legal matter. The teacher may be granted a third personal day, but \$100 will be deducted from the gross pay of the teacher.
4. A teacher has used two personal days and is planning on getting married in February (not preceding or succeeding a vacation or holiday). The teacher may be granted a third and fourth personal day, provided one personal day was carried over from the previous year, to go on a honeymoon. However, the teacher will be deducted \$100 per day for the third and fourth personal day.

5. A teacher has used two personal days, and his/her niece or nephew dies. The teacher may take a third and fourth personal day, provided one unused personal day was carried over from the previous year, to attend the funeral without financial repercussions.

6. A teacher needs to attend the funeral of a niece or nephew or to attend to the medical needs of an immediate family member. The teacher may be granted two personal days for this without financial repercussion. Later on in the school year, this teacher needs two additional personal days to settle a legal matter. The teacher may take the third personal day without financial repercussion. He/she may also take a fourth personal day without repercussion provided that an unused personal day was carried over from the previous year. If a day was not carried over, the fourth personal day will not be granted. The teacher in this case would take a pay deduction of a full day, if the fourth personal day was absolutely necessary.

Section 4: Jury Duty

An employee who serves on jury duty shall be paid the full amount he/she would have earned for each day to a maximum of 18 days in which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work, provided the employee turns over to the Board the amount received for jury duty on the days when the employee would otherwise have been undertaking regular assigned work in the district. If an employee is paid mileage by the court, such employee shall retain the mileage payment.

Section 5: Unpaid Leaves of Absence

A. Teachers may submit requests for leaves of absence without pay to the Board for consideration. The requests shall be in writing on the application provided by the Board and contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the Superintendent for recommendation to the Board. The Board shall consider the request and provide an answer granting or denying the leave of absence as requested. The Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application.

B. Upon the submission of a request by a teacher, the Board shall grant a leave of absence to a teacher who is physically unable to perform the duties of employment due to a personal illness or disability and who has exhausted all accumulated leave days, for the duration of the illness or disability, but not to exceed one (1) year.

C. It is agreed that in relation to the Family Medical Leave Act (FMLA), each employee is entitled to twelve weeks of medical insurance coverage, as provided for in the law. Sick and personal days may be used only in the first twelve weeks, unless the medical situation extends beyond that. If the individual chooses to use any combination of sick and/or personal leave with a medical leave request, the use of

these days will not increase the overall amount of FMLA leave to which an employee is entitled; these days will run concurrently.

However, if the employee chooses to utilize up to the full year of unpaid leave, as provided for in the FMLA, additional sick leave will not be provided for under the following conditions:

1. If the individual uses a full school year of leave, additional sick days and/or personal days will not be credited to his/her sick bank, nor will he/she be given credit for longevity.
2. If the individual chooses to use less than a full year, he/she will be given credit for sick and/or personal days for any semester he/she works, regardless of the number of days worked. If he/she is out for a semester or half year, he/she will not receive credit for sick and/or personal leave for that time period.

D. An Extended Child Care Leave without pay shall be granted to any employee, provided that the employee applies in writing to the Board at least sixty (60) days prior to the date such leave is to commence, except in the case of emergency. The employee's request for leave shall include the beginning date of the requested leave, and shall include the employee's anticipated date of return. An Extended Child Care Leave shall be granted for up to a maximum of one (1) year per child. An Extended Child Care Leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to its commencement.

The employee will not receive seniority credit for the duration of the extended child care leave. Upon return from such leave, the employee shall be returned to the same position held prior to the leave or a comparable position if the same position no longer exists. If there is no vacancy, the lay-off procedure will be implemented to determine who among the employees (including the returning employee) will fill the available positions.

E. All leaves in A, B, C and D shall be subject to the following conditions:

1. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education.
2. Upon return from leave the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave.
3. Except in emergencies which preclude such notice, the Board shall be provided notice of request for leave sixty (60) days in advance.
4. Prior to returning from leave the Board may request a physician's statement regarding the teacher's physical fitness for employment.

5. All leaves of absence shall be for the remainder of a school year, or full school year unless otherwise arranged with and approved by the Board.
6. A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board reserves the right in its sole discretion to approve accelerated termination of a leave based on the merits of each case.

Section 6: Funeral Leave

Employees shall be granted up to five paid leave days following death in the immediate family. (Immediate family: spouse, children, parents, foster parents, parents-in-law, grandparents, brothers, sisters, aunts, uncles, grandchildren, siblings-in-law, or any person for whose financial or physical care the employee is primarily responsible.) When funeral arrangements or other demonstrable obligations fall on an employee following the death of any person not covered above, this provision shall be extended to include that person. (For nieces and nephews see personal leave.)

Section 7: Sabbatical Leave

An employee who has been in the district for a minimum of seven years may be granted leave not to exceed one year for the purpose of study and/or travel combined with study. Such leave shall carry no remuneration and no credit on the salary grid.

Section 8: Return from Leave

- A. When a teacher returns from leave he/she shall be entitled to re-employment in a position within certification, subject however to layoff and recall provisions.
- B. Transfers to original position will be honored where educationally desirable, in accordance with Article VII.

Section 9: Unpaid Leave Conditions

Employees on unpaid leaves will not be covered by any Board-paid fringe benefits. A person on unpaid leave may, however, continue group coverage in such fringe benefits by paying the Board for such coverage at such time as the premiums are due. An employee who uses up all sick leave and goes off payroll and does not make application for leave without pay will be covered for ten working days and then automatically terminated.

Section 10: Extension of Leave

Requests for extension of leave or notice of intention to return must be made in writing and submitted at least sixty days before the end of the semester in which the leave is terminate. Failure to return after termination date of leave, unless such failure is legitimately excusable, shall constitute termination of employment.

ARTICLE XI

Compensation -- Salary and Fringe Benefits

Section 1: Annual Salaries

- A. The salaries of teachers covered by this Agreement are set forth in an Addendum which is attached hereto and incorporated in the Agreement.
- B. A teacher with at least ten years of service to the district and at least twenty years of total service as defined by MPERS, who is resigning from the district in three years or less, will be placed on Step J, which adds \$3600 in the first year, \$3700 in the second year, \$3800 in the third year, to the teacher's annual salary, spread out over either 21 or 26 pays. A teacher electing to implement Article XI Section 2 is not eligible for Step J.
- C. The Board may, in its sole discretion, grant new teachers hired into this district credit on the salary scale for some or all of their teaching experience earned in other districts, as determined by the Board.
- D. Pay periods shall be divided into 21 or 26 equal installments. The teacher may apply to the business office as to his/her choice. When there are more than 52 Fridays in the school year, the Superintendent will notify the Union, prior to the start of the pay year, that there will be 22/27 equal installments.
- E. Severance pay for unused sick time will be granted by the Board of Education on the base pay at the time of retirement from the Lake City School System according to the following schedule: 5% after 10 years service to Lake City Schools. (Limited to 120 days) 50% after 15 years service to Lake City Schools (Limited to 120 days) with a maximum of \$4,000 in 1999-2000, \$4,100 in 2000-2001, \$4,200 in 2001-2002, and \$4,300 in 2002-2003.

Section 2: Early Retirement Incentive

- A. For teachers who are five years or less from full Michigan retirement (MPERS) and who also have ten (10) years of service to the Lake City district, the Lake City Area Schools will provide a Voluntary Severance Retirement Incentive Plan (VSRIP) to assist individuals interested in retiring from teaching.
- B. When an employee chooses to retire, the person must complete the VSRIP Agreement and waiver/release of claims, and retire no later than the end of that school year in which the employee applies. A school year shall be defined as July 1 - June 30.

C. The year an employee is first eligible and chooses to retire, the district will pay up to and including two years of retirement credit to the State of Michigan, based upon regular salary. Regular salary excludes all extra pay for extra duty stipends or payments, and all other salary which is paid in addition to the established salary schedule. Teachers may purchase additional retirement income credit such as: Schedules B & C, Drivers' Ed., and Adult Ed.

D. The VSRIP payment amount will be determined by the MPSERS office, but is limited to only regular pay (item C above) and will not include any tax liability or any added stipulation costs from Michigan (if these occur in the future).

E. The VSRIP payment is in addition to any stipend or payments which may be available to an employee through a negotiated contract covering employees who retire and/or terminate employment with Lake City Area Schools.

F. If an employee opts not to retire within this five year time, (as in A above) he/she shall relinquish all rights to the VSRIP payment for full retirement. Additionally, if the employee chooses to retire with less than two years remaining, the district will only pay for regular salary pro-rated retirement to the time remaining (i.e. needs 13 months for full retirement; the district pays for only this last 13 months).

G. In the event an employee who calculates his/her eligibility for full retirement benefits for the school year is subsequently notified by the Michigan Public School Employees Retirement System (MPSERS) that he/she is not eligible, then any retirement forms, letters of retirement, or any other executed documents pertaining to resignation or retirement will, at the request of the employee, be considered null and void. Said employee shall then be retained by the employers in his/her present employment capacity as if the aforementioned documents were never in existence.

H. An employee shall not be required to buy any time into the MPSERS in order to become eligible for the VSRIP.

I. Employees retiring during a school year must notify the employer at least ninety (90) days prior to the date of retirement. Employees retiring at the end of a school year must notify the employer by April 1st of the year in which they retire.

J. Any taxability or state mandated consequences will be borne by the teacher. Any payment made under this section will be made in accordance with MPSERS guidelines.

K. Any changes in state or federal law changing or eliminating "early retirement" options will cause this section to either change or be eliminated.

L. See Addendum for forms to be completed by employee.

Section 3: Fringe Benefits

A. Hospital-Medical Insurance

1. The health insurance will be 3 Star LA High passive PPO, 2/7/2 drug coverage, \$50/\$100 reimbursed copay.

In 1999-2000, this will be cost free to the employee.

Year	District will pay up to this percent of increase	Teachers will pay this percent of increase*	Split 50/50 between district and teachers*
2000-2001	10	10.0-14	Over 14
2001-2002	9	9.0-13	Over 13
2002-2003	8.5	8.50-12	Over 12

Note: All caps will be based on the previous year's rates.

***See #2 below.**

2. In an effort to control cost and prevent the employee from having to pay, it is agreed that a collaborative committee will be formed to consider possible carrier and/or policy changes. Prior to institution of a change of carrier and/or policy, the Board and Federation shall mutually agree through a committee of management representatives and Federation representatives.

B. Health Insurance Incentive Plan

Upon appropriate written application, the Board shall provide \$1,500 for any teacher who elects not to apply for the regular health plan provided by the school.

C. Life Insurance

Upon appropriate written application, the Board shall provide without cost to the full-time employee \$30,000 life insurance and accidental death and dismemberment (ADD).-Part-time employees are entitled to the following:

under half-time = \$10,000

half-time through three-quarters = \$20,000

over three-quarters = \$30,000

D. Dental

Upon appropriate written application, the Board shall provide full time teachers MASB-SET Ultra-dent (50-50-50 W/10% annual incentive) dental coverage.

E. Vision

Upon appropriate written application, the Board shall provide full time teachers:
1999-2001 MASB Set Plan I with \$65 frames
2001-2003 MASB Set Plan II with \$100 frames with the provision that the state aid for students increases by more than the percentage of salary increase for that specific year.

Equivalent benefit packages may be substituted by the Board.

F. Coverage Termination Date

Board paid insurance coverage shall cease at the end of the policy month in which the employee's active service terminates whether permanently or on leave of absence.

G. Coverage Start Date

Hospitalization insurance for a new employee shall become effective thirty days after the first day of employment. Life insurance shall become effective immediately upon employment.

H. Double Coverage - There shall be no double coverage paid by the school district.

I. School-related Injury

Injury which arises as a result of or occurs in the course of employment of a teacher shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a worker's compensation claim is to be filed. If a teacher is involved in an assault as mentioned in Article III, Section 5, and the Board of Education determines that the teacher has acted within the scope of Board policy, the teacher will not suffer a loss of salary, as covered by Workers Compensation, as a result of an injury incurred during the assault. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

J. Upon appropriate written authorization, the Board will provide a long-term disability program for all full-time employees. (L.T.D. - 90 days, 66 2/3%, maximum \$2,500 per month). A payment schedule will be established in accordance with the insurance carrier stipulations. If the employee is disabled beyond the amount of sick days that he/she has accumulated, it is understood that there will be no reduction in L.T.D. payments.

K. It is understood that regularly-employed part-time teachers will be entitled to benefits (other than life insurance) pro rata to full-time teachers. This proration is based upon teaching contract time , i.e., 3 classes out of 6 or 3 classes out of 7 within a particular building or, for the elementary, a percentage of teacher/student contact time compared to a full-time teacher.

L. Salary Schedule - See Addendum A

ARTICLE XII

Strikes and Lockouts

Section 1: Strikes

The Union agrees that during the life of this Agreement neither the Union nor its agents will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike.

Section 2: Lockouts

The Board agrees that during the same period there will be no lockouts.

ARTICLE XIII

Seniority, Layoff, and Recall

Section 1: Seniority

A. Seniority within classification shall be defined as length of service following the last hiring date by the Board, exclusive of layoff and unpaid leave periods which do not provide for increment credit on the salary grid upon return to work. During such layoff and/or unpaid leave periods, seniority shall not continue to occur, but shall be "frozen" from the commencement date to the termination date of the layoff and/or leaves(s).

B. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall, secondly, be determined by years of continuous employment in grades K-8, or by subject matter taught in grades 7-12.

C. Any teacher who is granted tenure shall have seniority from the last date of hire. "Hire" shall mean the first day the teacher reports for work and not date of signing the contract of employment.

D. The Board shall prepare a seniority list by classification and transmit a copy of the same to the Union.

Section 2: Layoff

The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum when economic necessity dictates.

B. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be followed:

1. On the basis of seniority, teachers can choose voluntarily to be laid-off for a one year period.

2. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.

3. In the event seniority teachers must be laid off, layoff will be on the basis of seniority within classification of certification. In the event of equal seniority, qualifications will govern.

C. Abolition of a program or classification shall be considered a layoff for the teachers affected. Laid off staff shall have the right to transfer to positions within the bargaining unit for which they are certified and qualified, provided the person holding such position has less seniority, in which case, the transfer shall be made at the beginning of the next semester, and the person holding the position into which the transfer is made shall be "bumped."

Section 3: Recall

A. Teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.

B. The recall list shall be maintained by the Board for a period of one year. Thereafter, a teacher shall lose his/her right to recall, unless he/she annually, in writing notifies the Board of his/her desire to remain on the recall list for a period not to exceed three additional years.

ARTICLE XIV

DURATION

Upon ratification by both parties, this Agreement shall be effective August 31, 1999 and shall remain in full force and effective until September 1, 2003.

LAKE CITY FEDERATION
OF TEACHERS

By: Mike Allen
Union Negotiator

Kay Shie
Union Negotiator

Pat Brown
Union Negotiator

Lee K. Gray
Union Negotiator

Jane E. Main
Union Negotiator

Sheryl Blanchard
Union Negotiator

LAKE CITY BOARD OF
EDUCATION

By: James E. Burchard
Superintendent

Julie A. Coon
Secretary

James A. Burchard
President

ADDENDUM A

	1999- 2000	2000- 2001 2.75%	2001- 2002 2.50%	2002- 2003 2.25%
BA				
1	\$27,200	\$27,948	\$28,647	\$29,291
2	\$28,900	\$29,695	\$30,437	\$31,122
3	\$30,600	\$31,442	\$32,228	\$32,953
4	\$32,300	\$33,188	\$34,018	\$34,783
5	\$34,000	\$34,935	\$35,808	\$36,614
6	\$35,700	\$36,682	\$37,599	\$38,445

BA+15				
1	\$28,000	\$28,770	\$29,489	\$30,153
2	\$29,600	\$30,414	\$31,174	\$31,876
3	\$31,200	\$32,058	\$32,859	\$33,599
4	\$32,900	\$33,805	\$34,650	\$35,429
5	\$34,400	\$35,346	\$36,230	\$37,045
6	\$36,000	\$36,990	\$37,915	\$38,768
7	\$37,673	\$38,709	\$39,677	\$40,569
8	\$39,411	\$40,494	\$41,506	\$42,441
9	\$41,126	\$42,257	\$43,313	\$44,287
10	\$42,888	\$44,068	\$45,170	\$46,186
11	\$44,948	\$46,184	\$47,339	\$48,404
*16	\$46,232	\$47,503	\$48,690	\$49,786
*21	\$47,200	\$48,498	\$49,710	\$50,829
**J				

MA				
1	\$29,000	\$29,798	\$30,542	\$31,230
2	\$30,700	\$31,544	\$32,333	\$33,060
3	\$32,400	\$33,291	\$34,123	\$34,891
4	\$34,100	\$35,038	\$35,914	\$36,722
5	\$35,800	\$36,785	\$37,704	\$38,552
6	\$37,500	\$38,531	\$39,495	\$40,383
7	\$39,200	\$40,278	\$41,285	\$42,214
8	\$40,900	\$42,025	\$43,075	\$44,045
9	\$42,600	\$43,772	\$44,866	\$45,875
10	\$44,300	\$45,518	\$46,656	\$47,706
11	\$46,123	\$47,392	\$48,577	\$49,670
*16	\$47,813	\$49,128	\$50,356	\$51,489
*21	\$49,500	\$50,861	\$52,133	\$53,306
**J				

*Indicates the employee must have 16 and 21 years of service in the Lake City district prior to being placed on these steps.

** Step J would add \$3600 in the first year, \$3700 in the second year and \$3800 in the third year. For eligibility information on Step J, see Article XI, Section 1, Part B.

ADDENDUM B

SCHEDULE B

COACHING ONLY

Varsity Football	10.0%
Assistant Football	7.0%
Varsity Basketball	10.0%
J.V. Basketball	7.0%
9th Grade Girls Basketball	4.0%
9th Grade Boys Basketball	4.0%
Varsity Track	7.0%
Assistant Track	5.0%
Varsity Baseball & Softball	7.0%
J.V. Baseball & Softball	5.0%
Varsity Volleyball	7.0%
J.V. Volleyball	5.0%
9th Grade Girls Volleyball	4.0%
7th & 8th Grade Basketball	4.0%
7 th and 8 th grade track	4.0%
7 th and 8 th grade volleyball	4.0%
7 th and 8 th grade football	4.0%
Varsity Cheerleading	4.0% (per season)
J.V. Cheerleading	3.0% (per season)
Cross-Country	7.0%
Golf	7.0%

% based on BA Salary Schedule.

Pay for Schedules B and C will be based on the BA scale, adding \$1700/step beyond step 6. Steps for Schedules B and C will end at 9, with the coaches who are at steps 10 or 11 for the 1999-2000 year grandfathered at that step.

“Grandfathered” Positions (Step 11) & Individual

Position	Individual	%
Assistant Football	Mike Allen	7.0%
Varsity Track	Girls - Linda McGiness	7.0%
Varsity Baseball	Mike Allen	7.0%
J.V. Baseball	Kevin Kent	5.0%
9th Gr Girls Volleyball	Jeff Hinkston	4.0%
8th Gr Boys Basketball	Jack Gaffney	4.0%

The Board may select coaches based on their best choice. No full time administrator will hold a coaching position.

Addendum B (cont.)

SCHEDULE B - Coaches' Evaluation

- 1. Recognizing that the coaching evaluation is an integral part of the program and individual improvement, it is understood that pre-season conferences will occur with each 'head coach.' These will be conducted by the athletic director and/or the principal and will include items for individual development, program development, and other areas of interest or concern by the Board and administration.**
- 2. It is understood that significant consideration will be given to teaching basic skills resulting in a successful program, developing self-esteem, and eliminating derogatory treatment of participants.**
- 3. It is also understood that each head coach will evaluate subordinate coaches with these and other objectives deemed appropriate by the head coach and/or athletic director. Coaches will have input into the evaluation tool adopted by the district and agree to give quality assessments of subordinate coaches in coordination with guidelines established by the athletic director.**

SCHEDULE B - Additional Line Item Funding

It is agreed that a separate line item will be established in the athletic budget that provides for equipment monies to be spent by the coaches with the approval of the athletic director. This amount is listed below:

each high school participant (prior year) =	\$20.00
each middle school participant (prior year) =	\$10.00

ADDENDUM C – SCHEDULE C

Activities

High School Choir	2.0%
Plays (2)	4.0%
11-12 Advisor	3.0%
9-10 Advisor	2.0%
Faculty Manager (Per season at the high school)	3.0%
Safety Patrol	2.0%
Yearbook	1.5%
Without Class	3.0%
Newspaper	1.5%
Elementary Chorus	3.0%
H.S. Student Council	2.0%
H.S. Honor Society (With Trip)	2.0%
M.S. Student Council	1.0%
M.S. Honor Society	1.0%
Forensics *	7.0%
* If Class Instruction Is Provided, This Will Drop 1%	
Gayle Dawson Is “Grandfathered” At Step 11	
M.S. Yearbook	1.5%
Band (With \$1,000 Into Budget)	9.0%
Management Council	.7%
Curriculum Council (including technology people)	.7%
NCA	.7%

Pay for Schedules B and C will be based on the BA scale, adding \$1,700/step beyond step 6. Steps for Schedule B and C will end at 9. Maximum of 5 years experience will be allowed for salary purposes. (% based on BA salary schedule.)

Statement Regarding Schedule B & C Salary

1. Each coach/supervisor is expected to accept the full responsibility of time, effort and character, and set the proper example of his or her assigned coaching position.
2. Each coach/supervisor shall take on other duties such as helping at games without expecting any further remuneration.
3. It is understood that the coaches/supervisors will spend the time necessary before school opens in the fall and after school closes in the spring to take care of the details relative to equipment, inventories, season preparation, etc.
4. It is understood that no coach/supervisor will leave the locker rooms or events until all players/participants have left. If the Board determines it is inappropriate for a coach to supervise the locker room, \$100 dollars shall be deducted from the coaches salary and a like amount applied to the salary of the person assigned by the Board to supervise the locker room.
5. Notice will be given sixty (60) days prior to the close of the school year if the coach/advisor will not be rehired. If the activity is not then complete, notice of termination shall be given thirty (30) days after completion.

ADDENDUM D

Health Insurance \$50/\$100 Deductible Reimbursement Procedure

Step 1: Within 45 days of receiving the EOB (Explanation of Benefits), deliver the MEBS explanation of Benefits form, with the deductible amount shown, to the Central Office. For those of you who use non-participating providers, we will need an invoice or preferably a paid receipt from that provider.

Step 2: Within 48 hours our office will issue a reimbursement check and either mail it or hold it according to the employee's request.

Calculation of health insurance premium to be paid by teacher

On June 1st of each year, the percent of increase will be determined by comparing the total cost of Union health insurance that year with the total cost of Union health insurance for the next year. In the above calculation, the number of single, double, and full family insurers will not change. If the Union chooses to reduce the members share of the increase above the cap by payroll deduction, the cost for each insurer will be computed by the following formula:

$$D = \frac{\text{Double insurer rate on June 1}^{\text{st}}}{\text{Single insurer rate on June 1}^{\text{st}}}$$

$$F = \frac{\text{Full family insurer rate on June 1}^{\text{st}}}{\text{Single insurer rate on June 1}^{\text{st}}}$$

$$\text{Single insurer payroll deduction} = (\text{Amount above cap}) / (\# \text{ of single insurers June 1}^{\text{st}} + \# \text{ of double insurers June 1}^{\text{st}} \times D + \# \text{ of full family insurers June 1}^{\text{st}} \times F)$$

$$\text{Double insurer payroll deduction} = D \times \text{single insurer payroll deduction}$$

$$\text{Full family insurer payroll deduction} = F \times \text{single insurer payroll deduction}$$

Any payroll deduction can be taken over 21 or 26 pays.

ADDENDUM E

LAKE CITY AREA SCHOOLS RETIREMENT AGREEMENT AND WAIVER/RELEASE OF CLAIMS

This Retirement Waiver/Release of Claims is entered into this _____ day of _____, 200_, by, between and among the Board of Education of Lake City Area Schools (hereinafter "Board"), and the Lake City Federation of Teacher (hereinafter "Federation" in consideration of the mutual covenants and undertakings as recited below:

1. Employee acknowledges and agrees that he has voluntarily elected to resign his employment with the Lake City Area Schools for the purpose of retirement effective June 20, 200_, and accepts the benefits and conditions of Article XI Section 1B of the 1999-2003 collective bargaining agreement between the Board and The Federation as described therein. Further, Employee acknowledges and agrees that he has submitted his resignation from employment with the Lake City Area Schools (Attachment " A " hereto) for the purpose of retirement voluntarily and that such resignation is irrevocable when accepted by the Board after seven (7) days following its signing and submission. Further, Employee acknowledges and understands that he could have rejected the benefit of Article XI Section 1B and such rejection would have absolutely no impact or consequences upon his current or future employment or status with the Lake City Area Schools.
2. The Board acknowledges and agrees that it shall implement the benefit as described in Article XI, Section 1B of the 1999-2003 Master Agreement between the Board and the Federation according to the terms and conditions of Article XI Section 1B as described therein.
3. Employee acknowledges and agrees that in consideration of an exchange for the benefit of Article XI Section 1B of the 1999-2003 Master Agreement, he hereby agrees to discharge, waive, release the Board, including its individual members, employees and/or agents and the Association including its individual members, employees and/or agents from any and all claims, charges, demands and/or causes of action of any kind whatsoever, including those for breach of contract, deprivation of constitutional rights, discrimination with respect to handicap, age, sex, religion, race and/or marital status which may have arisen under the Federal Civil Rights Act and/or Age Discrimination in Employment Act and/or the Michigan Elliott-Larsen Civil Rights Act, personal injuries and/or damages including those for injury to reputation, and any other kind of contractual, legal or equitable claim arising during and from his employment with and/or from his separation and retirement from the Lake City Area Schools pursuant to the terms of Article XI Section 1B of the 1999-2003 Master Agreement between the Board and the Federation, which Employee has or may presently have against any of them.

4. Employee acknowledges and agrees that he has contacted and communicated with the Michigan School Employees Retirement System to obtain the necessary information and confirmation of his retirement eligibility and benefits and has had the opportunity to seek and obtain information and advice with respect to his retirement eligibility and benefits under the Michigan Public School Employees Retirement System, including the impact and consequences of the benefit of Article XI Section 1 B of the 1999-2003 Master Agreement thereon and has determined that the terms and conditions thereof are acceptable and satisfactory to him. Employee acknowledge and agrees that the Board, including its individual board members, and employees and/or agents have not made any representation or provided any advice with regard to his eligibility or benefits under the Michigan Public school Employees Retirement System and he agrees that he will not attempt to hold them responsible with respect to any dispute or controversy which may arise regarding his eligibility an/or benefits with the Michigan Public School Employees Retirement system as a result of his retirement and the acceptance of the benefit of Article XI Section 1B of the 1999-2003 Master Agreement. This does not affect Employee's right to pursue any such dispute with the Michigan Public School Employees Retirement System.

5. Employee acknowledges and agrees that he is solely responsible for any tax liability and/or consequences regarding the benefit of Article XI Section 1B of the 1999-2003 Master Agreement to be paid to him and that he has had the opportunity to seek and obtain information and advice with respect to the tax liability an/or consequences of such benefit. Further, Employee acknowledges and agrees that the Board, including its individual Board members, employees and/or agents, and the Federation, including its individual members, employees and/or agents, have not made any representations or provided any advice with regard to his tax liability and the benefit of Article XI Section 1B of the 1999-2003 Master Agreement and agrees that he will not attempt to hold them responsible with respect to any tax liability and/or consequences which may arise as a result of that payment that benefit to him. Employee agrees to indemnify the Lake City Area Schools, the Board, individual Board members and administrators from any taxes, FICA amounts, penalties or interest which may be owed or due to payment of the benefit of Article XI Section 1B of the 1999-2003 Master Agreement on behalf of Employee, as described therein.

6. Employee acknowledges and agrees that he has been provided at least forty-five (45) days within which to consider the terms of the Retirement Agreement and Waiver/Release and the decision to retire and receive the benefit of Article XI Section 1B of the 1999-2003 Master Agreement. Further, Employee acknowledges that he has a period of seven (7) days following the signing of this Retirement Agreement and Waiver/Release of Claims within which to revoke it and his resignation. If such revocation is made, the Board shall have the right to cancel the Employee's participation in the benefit and the Employee, upon demand of the Board, shall remit the full value of any benefits which have been paid to Employee under the Plan. If this remittance is not made within seven (7) business days of

demand by the Board, the Board shall have the right to recover such sum against Employee in a civil action. Employee agrees that judgment against him for such amount may be entered in any court of competent jurisdiction.

Any waiver of age discrimination claims shall not become effective or enforceable until the seven- (7) day revocation period has expired. Also, the Retirement Agreement and Waiver/Release does not waive any age discrimination claims that may arise after the date it is signed.

7. Employee acknowledges that he has been advised in writing to consult with an attorney prior to accepting and signing this Agreement and Waiver/Release and that he has had a reasonable opportunity to consult with an attorney and/or seek other consultation and advice from others of his own choosing with respect to the content and terms of the Retirement Agreement and Waiver/Release of Claims. Employee represents that he has carefully read and fully understands all of the provisions of this Retirement Agreement and Waiver/Release of Claims. Employee further agrees that he has not relied upon any representation or statement, written or oral, not set forth in this document. Further, Employee represents that he has entered into this Retirement Agreement and Waiver/Release and has submitted his resignation voluntarily for the purpose of retirement and receipt of the benefit of Article XI Section 1B of the 1999-2003 Master Agreement and has not been subject to any duress, intimidation or coercion with respect thereto by the Board, including its individual Board members, administrators, employees and/or agents, nor by the Federation, including its individual members, employees and/or agents.

8. Employee acknowledges that no other representations have been made to him regarding the availability, unavailability, level of character of retirement or severance benefits which may or may not be available in the future to employees of the Board in the bargaining unit represented by the Federation. Employee affirms that the terms of the benefit of Article XI Section 1 B of the 1999-2003 Master Agreement represent good and valuable consideration for his resignation of employment and tenure right, irrespective of any separation or retirement incentive benefits which may become available in the future to members of the bargaining unit represented by the Federation. Employee recognizes that increased, different or reduced benefits and/or additional programs of the same character as the benefit of Article XI Section 1B of the 1999-2003 Master Agreement may be made available through the process of collective bargaining between the District and the Federation and expressly disclaims any reliance or representations to the contrary.

Employee's signature on the Retirement Agreement and Waiver/Release of Claims and on his resignation (Attachment "A") results in a resignation from and constitutes a surrender, relinquishing and termination of Employee's employment at the Lake City Area Schools, and therefore necessarily contains releases and waiver of rights Employee would otherwise be entitled to, primarily Employee's tenure and employment contract rights. Employee is hereby encouraged to

carefully read this document, to take them home for review before signing and to have reviewed by Employee's attorney and/or accountant before signing.

Employee's participation in the benefit of Article XI Section 1B of the 1999-2003 Master Agreement (provided Employee satisfies the eligibility criteria) is at Employee's option, at his sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require him to sign this Retirement Agreement and Waiver/Release of Claims. If anyone has made any statement to you which you interpret as directly, indirectly or "constructively" requiring him or encouraging him to sign this Agreement, Employee should not rely on such statements, since they do not constitute the position of the Lake City Area Schools.

If anyone has made statements or representations to Employee regarding his retirement benefits or conditions, which are inconsistent with or additional to the terms of the benefit of Article XI Section 1B of the 1999-2003 Master Agreement (other than any benefits to which Employee may be entitled pursuant to the collective bargaining agreement between the Board and Federation), Employee should not rely on such statements or representation in deciding whether or not to participate in benefit of Article XI Section 1B of the 1999-2003 Master Agreement.

This Retirement Agreement and Waiver/Release of Claims is entered into by me this _____ day of _____, 200_, by, between and among the Board, the Federation and Employee who have personally or by authorized representative(s) affixed their signatures as follows:

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS!

READ CAREFULLY AND COMPLETELY BEFORE SIGNING!

EMPLOYEE

_____/_____
Employee Signature Date

_____/_____
Employee Name Date

Employee Social Security No.

STATE OF MICHIGAN)
) SS
COUNTY OF)

On this _____ day of _____, 200_, before me personally appeared _____ who being duly sworn says, he is the person(s) described herein and who executed the foregoing instrument for the purpose therein stated and acknowledges the same as his free act and deed.

Notary Public

_____ County, Michigan

My Commission Expires: _____

**BOARD OF EDUCATION
LAKE CITY AREA SCHOOLS**

LAKE CITY FEDERATION

By _____

By _____

Its _____

Its _____

By _____

By _____

Its _____

Its _____