

180

6/30/2002

Professional Agreement

BETWEEN THE

LAKEVIEW COMMUNITY SCHOOL'S

BOARD OF EDUCATION

And the

LAKEVIEW EDUCATION ASSOCIATION

July 1, 1999 - June 30, 2002

Lakeview Community Schools



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ARTICLE 1
A G R E E M E N T

1. This Agreement is made and entered into by and between the Board of Education of Lakeview Community Schools, Montcalm, Mecosta, and Kent Counties, Michigan, hereinafter called the "Board" and the Lakeview Education Association, hereinafter called the "Association".
2. This Agreement shall constitute the complete and only statement of contractual relationship between the Board and the Association. The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.
3. If any provision of this Agreement or any application of the Agreement to any Teacher in the bargaining unit is held by a court of final jurisdiction to be illegal or unlawful, the same shall not affect or impair the validity of any other provision contained in the Agreement.
4. All teachers will be treated fairly under the terms of this Agreement under any Board rule, order or regulation.

ARTICLE 2
R E C O G N I T I O N

1. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for all certified professional employees (hereinafter generally called "Teachers"), below the ranks of superintendent, principal, assistant principal, community education director and any other administrators under contract with the Board and to the extent required by Act 379.
2. This Agreement is negotiated under Act 379 of the Michigan Public Acts of 1965, in order to fix for its term the salaries and other conditions of employment provided herein.
3. Subject to the provision of Public Act 379, as the same may be amended, the Board agrees not to negotiate with any Teachers' organization other than the Association for the duration of the Agreement. The Board recognizes the right of the Association to seek assistance of the Michigan Employment Relations Commission or other mutually agreeable mediator. Except for such negotiations under Public Act 379, however, the Board shall be free to communicate with Teachers or their representatives, or any other persons, individually or by group, for whatever lawful purpose the Board may deem desirable in the discharge of its responsibilities.

ARTICLE 3

BOARD RIGHTS

1. The Board retains unto itself "all powers, rights, authority, duties and responsibilities conferred upon it by the laws and Constitution of the State of Michigan and the United States" and that the contract limits such powers, rights, authority, duties and responsibilities only to the extent such limitations "are in conformance with the Constitution and the laws of the State of Michigan, and of the United States".
2. Nothing in this Agreement which changed pre-existing Board policy, rules or regulations, written or otherwise promulgated, shall operate retroactively unless expressly so stated.

ARTICLE 4

TEACHERS RIGHTS

1. Nothing contained herein shall be construed to deny or restrict to any Teacher rights he/she may have under the Michigan General School Laws.
2. No Teacher will be required to have a student teacher. The money received by the school for student teachers will be put in a fund administered jointly by the L.E.A. and the Board. It is recommended that the funds be used by the department or grade level that the Teacher worked in.
3. Prior to the end of the school year, all Teachers, in conference with their building principals, will be given a tentative schedule or assignment for the coming year. Every effort will be made to make a firm assignment by July 15th. Any change thereafter shall be made only with the consent of individuals involved unless courses, sections, or special areas are eliminated. Should any re-scheduling take place, it shall be the least senior member of the grade or the department who shall be assigned any nonacademic duties.
- 4A. No Teacher shall be transferred in assignment, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Discipline shall be defined as a written warning, written reprimand or suspension without pay.
- 4B. The parameters of the retention, or non-retention of probationary teachers is expressly defined in Article II, sections 38.81 through 38.84, of the Tenure Act. Non-retention of a probationary teacher shall not be subject to the existing grievance procedure. However, such actions by the Board will not be arbitrary or capricious. Such probationary teachers will be granted, upon request, a closed hearing before the Board of Education, the right to call witnesses, and the right of representation by the Lakeview Education Association or their representatives.

5. **Nothing contained in this Agreement shall be construed to prevent any individual Teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, providing the Association has been given opportunity to be present at such adjustment.**
6. **It is agreed that the provisions of individual contracts shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.**
7. **Thirty days prior to the opening of school, all Teachers returning to contracted extracurricular activities, in conference with the appropriate supervisory personnel, will be given a tentative assignment for the coming year. Every effort will be made to make a firm assignment(s) prior to the opening day of school. Any changes thereafter shall be made only with the consent of the individual involved unless programs or activities are eliminated.**
8. **A Teacher may request of the Director of Operations, the use of his/her own classroom for extra-curricular activities. Any reasonable request will be honored and confirmed with the teacher.**

ARTICLE 5

ASSOCIATION RIGHTS

1. The Association shall have the right to use the school building facilities at reasonable times and intervals for Association meetings before or after regular class hours. Such meetings shall not be conducted in a place or at time which might interfere with school activities, including extra-curricular activities conducted after class hours. Prior notification of intent to hold a meeting shall be given and the Director of Operations shall designate the room in which the meeting is to be held.
2. The Association shall be provided sufficient bulletin board space in each school for the posting of Association notices and other materials.
3. All rights granted in Section 1 and 2 shall be lost during times of work stoppage.
4. The Board shall place on the agenda of each regular Board meeting, so as to be brought to the floor during the 1st hour of new business, any reasonable matters brought to its consideration by the L.E.A. so long as these matters are made known to the superintendent's office four (4) days prior to said meeting. The Association President shall receive copies of all Board meeting minutes and notification of all Special meetings, except executive sessions. The Association President shall receive a copy of each month's approved bills upon reasonable request.
5. Up to six (6) teacher days may be taken by designated individuals for Association business approved by the Association and duly delegated to these individuals. Classes and/or costs for substitutes will be covered by the Association. This does not count against the individuals' personal leave.
6. The Association President and its Building Representatives, as elected and/or designated by the Association, will be permitted to use their preparation/conference time for the purpose of conducting Association business throughout the entire school system, providing that consent of the building Principal is given and that the preparation time may be re-scheduled by the Principal.

ARTICLE 6

NON-DISCRIMINATION

1. The Board agrees to continue its policy of not discriminating against any Teacher on the basis of race, color, national origin, sex or marital status, height, weight, religion, disability or membership or participation in, or association with the activities of, any Teacher's organization.
2. The Association agrees, in accordance with its constitution, to admit persons to membership without discrimination on the basis of race, color, national origin, sex or marital status, height, weight, religion, or disability, and to represent equally all Teachers without regard to membership or participation in, or association with the activities of, any Teacher's organization.

ARTICLE 7

DEDUCTIONS AND AGENCY SHOP

1. The Board of Education agrees to deduct from Teachers' salaries dues for the L.E.A., M.E.A., N.E.A., including M.E.A., N.E.A. PAC monies, amounts deposited to the Montcalm Public Employees Credit Union, Annuities, and insurance as the Teacher individually and voluntarily authorizes in writing to the Board prior to October 1.
2. The L.E.A., M.E.A., N.E.A. dues shall be deducted in equal installments, October - July.
- 3A. Teachers shall pay any of the following:
 1. Association membership dues, or
 2. Service fees related to collective bargaining and contract administration in an amount established by the Association, or
 3. An amount equal to the service fee to the James Kos Memorial Scholarship Loan Fund, or
 4. An amount equal to the service fee to the Lakeview Educational Association Scholarship Fund.
- 3B. The amount of the service fee shall be determined by the Association in accordance with its established and published procedures. Bargaining unit members who disagree with the amount determined as the service fee must exhaust the Association's internal appeal procedures under the "Policy Regarding Objections to Political/Ideological Expenditures" before commencing any other action or appeal before any administrative, judicial or contractual forum.
- 3C. Payment of the service fee shall be due in equal monthly installments for the remainder of the school year ending in June, commencing 31 days after the latter of the following events: (1) the effective date of this Agreement; (2) the date of execution of this Agreement; (3) the employee's date of employment; or (4) written notification by the Association to non members and the District of the service amount for that given school year.
- 3D. The Association agrees to hold the Board harmless and indemnify it from any and all claims, demands, suits or other forms of liability by reason of any action taken or not taken by the Board or its designated agent for the purposes of complying with this Article. The Association shall provide the counsel and assume all legal costs and liabilities incurred by the Board in connection with any legal or administrative proceedings arising from the implementation of this article.
- 3E. Bargaining unit members may have their dues, service fees, or scholarship contributions payroll deducted by signing and delivering to the employer a payroll deduction authorization.

ARTICLE 8

PROFESSIONAL COMPENSATION

1. The Board shall provide MESSA Super Care 1 (with MESSA Care Rider) protection. The Board shall provide without cost to the employee MESSA/Delta Dental Plan 100/50/50 with \$1000 adult orthodontic rider, including internal and external coordination of benefits for all employees and their eligible dependents as defined by MESSA/Delta. The Board shall provide without cost to the employee MESSA Vision Service Plan 2 for all employees and their eligible dependents as defined by MESSA, including internal and external coordination of benefits. The Board shall provide without cost to the employee MESSA Negotiated Term Life Insurance in the amount of \$5000 that shall be paid to the employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D). The Board shall provide without cost to the employee Long Term Disability Insurance. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$2500 and shall begin after the expiration of 90 consecutive calendar days.

Increases in MESSA Pak capped at 10% per year. Increases greater than 10% to be paid by members.

For example:

12% increase in MESSA Pak

$12\% - 10\% = 2\%$ Total LEA MESSA Cost = \$750,000

$\$750,000 * .02 = \$15,000$ to be paid by members

$\$15,000 / 118$ members = \$127.00 per member $\$127.00 / 26$ pays = \$4.88 per pay deducted from check (pre tax)

Increases of less than 5% will be returned to members. For example:

3% increase in MESSA Pak

$5\% - 3\% = 2\%$ Total LEA MESSA Cost = \$750,000

$\$750,000 * .02 = \$15,000$ to be paid to members

$\$15,000 / 118$ members = \$127.00 per member

\$127 paid to each member as a one-time payment included with the last paycheck in November of the fiscal year in question.

(A) Part-time teachers will be given dental and vision packages equal to full time teachers. The Health package will be pro-rated to reflect the percentage of contractual time. Example: A half-time teacher will receive full dental and vision, plus 50% of the Health package.

2. The Board shall provide a cash option in lieu of health benefits. The cash amount shall be \$100.00 per month. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to an M.E.A. Financial Services Tax-Deferred Annuity. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

The program will become effective September 1, 1999, or a date not more than ninety (90) calendar days from the date of this agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

3. The Board will provide the MESSA Option All Program for the purposes of meeting Section 125 of the IRS Code for the duration of this contract.

4. The Board agrees to pay an amount of longevity as follows:

Years 15-19	\$ 700.00	Years 25-29	\$1600.00
Years 20-24	\$1100.00	30+ Years	\$2200.00

This is years taught in the Lakeview system. All full and part-time teachers shall continuously earn credit towards longevity in direct proportion to their years of service. The part-time teacher(s) will receive longevity in direct proportion to the percent of each day worked.

5. All Teachers retiring from the Lakeview School System with at least ten years of teaching in the Lakeview School System shall be given: \$18 (eighteen) per day for all unused, accumulated sick days. Increase pay for accumulated sick days to \$30.00 per day for days earned after July 1, 1999. That is, all days accumulated as of July 1, 1999, would be paid at \$18.00 per day and days earned and accumulated after July 1, 1999 would be paid at \$30.00 per day.

6. Incoming Teachers may be given full credit for experience in other districts. In the event a new teacher agrees to forego full credit for other experience, the Board shall deliver to the Association, within twenty four (24) hours, a letter signed by the new Teacher stating the Teacher's agreement and saving the Association harmless from future claims for full credit for experience. A substitute who works one full contractual year in the Lakeview Community School District will be given one year of seniority and placed on step 2, if subsequently hired as a regular teacher in any full time position. Date of seniority for purposes of layoff and job preference will be one year previous to date of hire as a regular teacher.

7. Part-time Teachers shall receive salary in direct proportion to the percentage of each day worked for each applicable step. Part-time Teachers shall advance a full step for each year of service but shall be paid in direct proportion to the percentage of each day worked as in accordance with Appendix A. Should a part-time Teacher transfer to full-time, the Teacher will receive credit for each proportional part of each year worked. For example, a half-day Teacher transferring to a full-time position will receive credit for one (1) year's experience for every two (2) years taught at half days.

8. Extra duty pay for employees covered by this Agreement is set forth in Appendix B which is attached to and incorporated in this Agreement.
9. Coaching pay for employees covered by this Agreement is set forth in Appendix C which is attached to and incorporated in this Agreement.
10. Any teacher who substitutes in another classroom during their preparation period will be paid \$12.00 (twelve dollars) per hour or \$18.00 (eighteen dollars) per block. Such substituting will be done on a rotational basis. Any teacher not wishing to sub during their preparation hour when they are at the top of the rotation is responsible for finding someone to take their place. Elementary teachers who substitute for Art, Music, or Physical Education period will be credited with one-half (1/2) hour per period of substituting and will be paid \$6.00 for each subbing period. The total amount due each teacher for substituting shall be paid in the last paycheck received within the regular school year. School counselors may substitute in the regular classroom for pay. However, school counselors will not be part of the rotational system and will have the right to refuse substitution time with none of the accompanying responsibilities. Counselors may not be paid for more than one hour or one block of substitution time daily.
11. The Board shall issue a pass, upon advance request, to a Teacher for any school sponsored event. Receiving such pass signifies the Teacher's willingness to help (crowd control, student behavior, etc.) if so requested by the sponsor in charge.
12. Teachers serving on committees related to state mandates will be compensated for membership. State mandated required committees (Level III) will be compensated at the rate of \$13.00 per hour for meetings held before or after school during the regular school calendar year. Summer work will be reimbursed at the rate of \$16.00 per hour. Committee chairs will receive an additional \$4.00 per hour as they will have additional responsibilities such as recording attendance, maintaining minutes and agendas, planning and scheduling meetings, turning in compensation sheets to the principal, and preparing a final year end report. Payment will be made in the last paycheck of each semester or at the end of a specific project. The level III committees consist of Intergrade level Core Curriculum Committees including media and technology, 504-TAT, At Risk Planning, Health Advisory, North Central Steering Committee and other Building Level School Improvement Committees, Elementary Focus Committees, Drug Free Schools, Talented Achiever's Programs, and Mentor Teacher Team. The list of level III committees remains open-ended and may be revised at any point in time provided there is consensus amongst a committee consisting of LEA building reps, LEA president and/or chief negotiator, and representatives from administration and board of education. Job related committee work (level I) will not be compensated nor will certain voluntary (level II) committees. However, teachers serving on specific ISD committees will receive compensation for mileage and certain additional costs accrued as a result of membership on the ISD committee.

ARTICLE 9

VACANCIES AND PROMOTIONS

1. A vacancy for purposes of this Article is a bargaining unit position which is presently unfilled.
2. The Board shall inform the president of the Association in writing of vacancies occurring on professional level. Each position shall include a detailed job description. Such vacancies shall be internally posted for five (5) school days prior to filling the job. However, in circumstances where the period could prevent successful inception of a program, the Association agrees to waive the waiting period provided all possible applicants have been notified. During the summer months, all vacancies will be posted at the Central Office and each building for no less than five school days before being filled. Teachers interested in new or vacated positions should call the Central Office for current positions or leave stamped, self-addressed envelopes.
3. Whenever a Teacher is interested in being considered for assignment to any professional position in the District, he/she may file a written notice of his/her interest with the Superintendent. In filling vacancies in teaching positions, the Board shall give consideration to teaching experience, academic credentials, seniority and other relevant factors.
4. The Board shall give special consideration to Teachers of the Lakeview Community School System in the assignment of any extra and co-curricular positions. In filling such vacant extra and co-curricular positions, the Board of Education shall give due weight to the experience, training and attainments of all applicants, the length of time each has been in the School System of this District, and any other relevant factors. If no interest is shown from within the bargaining unit, the manner in which the job will be filled is at the sole discretion of the Board.

ARTICLE 10

T R A N S F E R S

1. Transfers who will be affected by a change in grade, building or subject assignment will be notified and consulted by their principals or the superintendent prior to the close of the school year or will be given a minimum of 30 days notice when possible. Such changes will be voluntary to the extent possible. Reasonable efforts will be made to avoid reassigning teachers to different grade levels, subjects, or building, unless the teacher requests or agrees to such a change. In the case that an emergency or unforeseen circumstances should occur an involuntary assignment may be made. Should an involuntary assignment be necessary, it will be of a temporary nature and will be changed as soon as practicable.
2. Any Teacher who is transferred to a supervisory or executive position, for a time period of one calendar year or less, shall continue to accrue seniority and will be granted the next step in pay. Said temporary administrator shall not be directly responsible for teacher evaluations, teacher discipline, or the hiring of instructional or support personnel, and shall, therefore, not be subject to the grievance procedure as outlined in ARTICLE 16 of this contract.

ARTICLE 11

TEACHER EVALUATIONS

1. Each Teacher shall have the right, upon request, to review the contents of his/her own personnel file maintained by the school system. This review will be made in the presence of the administrator responsible for the safe keeping of the file. Privileged information such as confidential credentials, letters of reference from universities, individuals, and previous employers are specifically exempted from such review. The administrator shall remove such privileged information from the file prior to a review of the file by the Teacher. A representative of the Association may, at the Teacher's request, accompany the Teacher in this review. The administrator shall have the right to request a second administrator present during this review. Each Teacher's personnel file shall contain the following minimum items of information:

Annual TB report and required medical information

All Teacher evaluations and individualized development plans

Copies of annual contract(s)

Teacher certificate

A transcript of academic records

Tenure recommendation

No material other than privileged information as defined above may be placed therein without allowing the Teacher an opportunity to file a response thereto, and said response shall become a part of said file. Monitoring and observation of teachers shall be carried on openly.

2. Each building administrator will explain the evaluation process to all probationary teachers at the start of each school year. As a part of this process, the evaluation form to be used will be reviewed and explained. Any changes in the evaluation process, evaluation form, or criteria for evaluation, will be explained to all teachers on the first teacher day of each school year. All teachers will be notified in the fall of each year if an evaluation will be conducted during that year.
3. Probationary Teachers shall be evaluated in writing at least two times each year by their building administrator. The first evaluation shall take place on or before December 1st, and the second on or before March 15th. Each evaluation shall be at least 60 days apart. Each teacher shall be given a copy of the written observation notes and a post-observation conference will be held between teacher and building administrator to discuss the observation within 10 working days.
 - (A) Each probationary teacher shall meet with their building administrator by December 1 of each school year for the purpose of developing an Individualized Development Plan (IDP). The IDP will be formulated by the building administrator in consultation with the teacher. The IDP will identify specific goals for each teacher and will specify strategies for the achievement of each goal. The school district will pay any expenses (such as tuition, mileage, workshop fees, etc.) incurred by the teacher in following the strategies

designated within the IDP.

- (B) A year-end performance evaluation must be placed on file by April 1. This evaluation will be based upon the two observations. The evaluation must contain an assessment of the teacher's progress in meeting the goals of his/her IDP. Upon completion of the year-end performance evaluation, a personal conference will be held between the building administrator and the teacher to discuss and or modify the existing IDP if necessary.
 - (C) The probationary teacher may be required to attend meetings or in-services for up to one day (7 1/2 hrs) over the summer vacation for the purpose of developing the IDP or for professional development necessary to implement strategies identified within the IDP. The date is to be mutually agreed upon between teacher and building administrator.
4. Tenure teachers must be given a performance evaluation at least once every three (3) years. If a tenured teacher received a "less than satisfactory" evaluation, the district is responsible for providing that teacher with an Individualized Development Plan formulated by the building administrator in consultation with the teacher and the resources necessary to implement the plan. Performance evaluations must be minimally based upon two classroom observations conducted during the period encompassed by the evaluation. The Individualized Development Plan shall be ready for implementation by the next semester or within 30 working days. If a tenured teacher is on an Individualized Development Plan, the evaluation must include at least one assessment of the teacher's progress in meeting the goals of that plan. All evaluations will be placed in the respective personnel files in the Superintendent's office.
 5. Probationary teachers and tenure teachers shall have the right of representation in any conference or consultation.
 6. Upon completion of a satisfactory probationary period of not more than four (4) years, the school social worker will not be disciplined or discharged without just cause.
 7. A copy of each formal evaluation will be made available to the teacher within twenty (20) work days after the completion of the evaluation.
 8. A complaint directed toward a teacher that may lead to a conference, be written into the Teacher's personnel file, or be used as a basis for reprimanding a Teacher, shall be called to the Teacher's attention by the appropriate administrator. If any question of breach of Professional Ethics is involved, the Association shall be notified.

ARTICLE 12

COMPENSABLE LEAVE

1. All Teachers unable to teach because of personal illness, accident or disability shall be granted ten(10) days of sick leave per year with the unused portion being accumulated on an unlimited basis. The term "personal illness" is meant to include physical and mental illness as well as substance abuse treatment.
2. Absence from duty for illness in the immediate family, extended family, or other significant person (as determined by the Superintendent in each individual case), is to be deducted from the individual's accumulated sick leave.
3. Five (5) days shall be allowed for bereavement, and is to be deducted from the individual's sick leave. Additional days may be granted at the discretion of the Superintendent.
4. Three (3) of the individual's accumulated sick leave days may be taken to transact important, necessary, personal business that cannot be transacted on a non-contracted day (the key word is necessary). Arrangements for such leave should be made at least forty-eight (48) hours in advance with the Superintendent or designee. Reasons for taking such leave need not be stated. Personal business days shall not be used to carry out activities that are in part or in whole concerned with a second job or activity from which the individual derives, hopes to derive or intends to derive an income from work apart from the position contracted with the Lakeview Community Schools. Personal days may not be used to extend vacation, holiday, or break time unless a specific purpose is stated which complies with the above language as approved by the Superintendent. Extra personal business days may be granted for special circumstances provided the request falls within the parameters as stated above, and are approved by the Superintendent.
- 5A. First year employees shall be eligible for combined leave at the rate of one half (1/2) the annual leave allowance during the first one half (1/2) of their year employment, and the remainder of their year's allowance during the second half of the year.
- 5B. Part-time employees shall receive leave days at a rate proportional to their employment.
6. The Board reserves the right to require, and will pay for, a doctor's written statement as evidence of illness. The doctor shall be designated by the Board. In the case of a conflict in medical opinion and the Board wishes to deny a benefit normally due an employee because of illness or accident, a third opinion shall be sought at the Board's expense. If a third opinion is sought, the doctor shall be selected by the LEA President and the Lakeview Superintendent from a list provided by the Mid-Michigan Health Department.
7. Upon written authorization from the Association, the Board shall deduct one (1) day from each teacher's accumulated sick leave days for purposes of funding the Sick Bank. If so authorized by the Association, the Board may deduct more than one (1) day. The Board shall deduct one (1) day from each new teacher's leave days during the first year of employment. The maximum

number of days accumulated by the Bank shall not be more than three times the number of personnel represented by the Association. If the number of accumulated Bank days becomes excessive, these surplus days will be returned to the members who have contributed the most days. Teachers may request at any time and receive within twenty-four (24) hours the number of days accumulated.

- 8A. **JURY DUTY:** A teacher called for jury duty will be paid his/her regular salary provided any compensation received for jury duty is remitted to the school district. Teachers shall report to work at all reasonable times when not serving as a juror.
- 8B. **RESERVE DUTY:** A teacher will be released with pay for a period not to exceed two (2) weeks per year for required armed services reserve duty.
- 9. The Superintendent shall certify to the legitimacy of a claim for compensation for absence.
- 10. The Teacher shall be eligible to the use of her accumulated sick leave for childbirth or any pregnancy related disability. To receive said sick leave benefits, said Teacher must perform all duties until physically disabled and return to service as soon as she is physically able to perform all duties as certified by her physician.
- 11. **FAMILY AND MEDICAL LEAVE ACT OF 1993**
The Family and Medical Act of 1993 requires covered employers to afford eligible employees up to 12 weeks of unpaid family and/or medical leave annually.

An individual is covered by the Act if that person was employed for at least 12 months (the 12 months do not have to be consecutive) and had at least 1250 hours of service with the employer during the previous 12-month period. Also, the employee must currently work at a site where the school employs at least 50 employees within a 75-mile radius. The Department of Labor has determined that all full-time salaried employees are assumed to have met the FMLA eligibility requirements. However, if the school can clearly demonstrate otherwise, that presumption can be rebutted.

- (A) An eligible employee is entitled to up to 12 weeks of unpaid leave for the following reasons: (1) the birth or care of a child; (2) the adoption of a child or the placement of a child in the employee's home for foster care; (3) the care of an immediate family member (spouse, child, or parent) with a serious health condition; or (4) the employee's own serious health condition.
- (B) For the purposes of the Act, a "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical-care facility or that requires continuing treatment by a health care provider and absence from work, school, or other regular activities for more than three days.

When the need for leave is foreseeable, an employee may be required to provide 30 days advance notice or as much notice as is reasonably foreseeable.

- (C) Schools may require employees to provide medical certifications of the need for leave and second or third opinions, at the expense of the school. Schools also may require employees to provide, during the FMLA leave, periodic recertifications and reports regarding their status and intent to return to work.

employees to provide, during the FMLA leave, periodic recertifications and reports regarding their status and intent to return to work.

Leave for the birth or placement of a child may be taken only within 12 months of the birth or placement.

- (D) Leave may be taken intermittently throughout any 12-month period, which means either a reduction in the number of hours an employee works each day or larger blocks of time – a few days or weeks – taken periodically. However, the following limitations apply: (1) the total amount of intermittent leave may not exceed the normal 12 weeks within a 12-month period; (2) when the leave is for child birth, adoption, or foster care, intermittent leave must be approved by the school; (3) the school may require an employee to transfer to a position that better accommodates recurring periods of absence if the employee is qualified for the position and the position has similar pay and benefits.
- (E) When employees schedule treatment for which they will require extended leave, they must make every effort not to disrupt the normal operation of the institution.
- (F) When spouses employed by the same institution take leave for the birth or placement of a child or to care for a parent, leave taken by one spouse is counted against the leave available to the other spouse. In other words, if one spouse takes four weeks of leave, the other spouse is left with only eight weeks of available leave. Their 12-week periods are counted separately in all other instances.
- (G) If a teacher requests leave for foreseeable medical treatment and expects to be on leave for more than 20 percent of a term or semester, the school can require the teacher to choose between agreeing to limit the leave to a specific period of time, which would not exceed the treatment, or transfer to another position in which the school could better accommodate the leave, as long as the alternative position is equivalent in terms of pay and benefits.

If there are more than 5 weeks left in a term when a teacher begins family and medical leave, the school can require the teacher to continue to take leave for the remainder of the term if the leave is expected to last at least 3 weeks and the teacher would not be returning until the last 3 weeks of the term.

If there are less than 5 weeks left in a term, the school can require a teacher taking leave to remain on leave for the remainder of the term if the leave is expected to last at least 2 weeks and the teacher would not be returning until the last 2 weeks of the term.

If there are less than 3 weeks left in a term when a teacher requests leave, the school can require the teacher to take leave for the remainder of the term if the leave is expected to last more than one week.

- (H) The school may require the employee, or the employee may elect, to substitute any accrued paid vacation, personal, or sick leave for a portion or all of the FMLA leave. However, the paid leave may not be substituted for FMLA leave after the period of FMLA leave has ended.

A school must maintain an employee's health insurance benefits during the leave period in the same manner as it would if the employee were not on leave.

If the employee normally is required to pay a portion of the premiums and fails to do so during the leave period, the school may cancel the insurance, or it may pay the employee's portion of the premiums and recover those costs after the employee returns. However, if

the school cancels an employee's health benefits, it must reinstate those benefits unconditionally upon the employee's return to work.

Other fringe benefits may be canceled by the school during the FMLA leave. However, when the employee returns to work, those benefits must be reinstated at the same level as provided before the leave, unless a change in benefits was applied to the entire work force during the leave.

- (l) A non-teaching employee is entitled to return to the position held before taking leave or to an equivalent position with equivalent pay, benefits, and other conditions of employment. A teacher is entitled to return to an equivalent position subject to established school board policies and practices and collective bargaining agreements.

A school may deny reinstatement if the employee would have been laid off for a bona fide reduction-in-force during the leave, if the employee was hired for a specific term that expired during the leave, or if the employee was hired to work on a particular project that was completed during the leave.

As a prerequisite to reinstatement, a school may require an employee to present certification by a health care provider of fitness for duty.

ARTICLE 13

UNREQUESTED LEAVES OF ABSENCE

1. The Superintendent and Board of Education may place a professional staff member on un-requested leave of absence for physical or mental inability to perform assigned duties.
 - (a) Inability to perform assigned duties may be determined only after two classroom observations by the building administrator or following verbal or written reprimand for misconduct. The building administrator will meet with the Superintendent and teacher to review the observations and make a recommendation to the Superintendent. Recommendations may include a written warning with 15 school days allowed to improve performance, referral to a physician or mental health professional for evaluation and treatment, or immediate placement upon unrequested leave until proof of recovery is furnished or for a period not to exceed one (1) year.
2. Any unrequested leave of absence shall be treated as sick leave and shall be subject to the guidelines within Article 12, Compensable Leave and the Sick Bank Policy, Appendix F.
3. The teacher may request the opportunity for a hearing before the Board of Education. If a professional staff member fails to comply with the Administrator's recommendations or fails to request an appearance before the Board within 15 days following the conference, the Board shall order the teacher to submit to an appropriate examination by an appropriate physician or mental health professional of the teacher's choice, provided such physician or mental health professional has been approved by the Board. If, as a result of such examination, the professional staff member is found to be unable to perform assigned duties, the professional staff member shall be placed on leave of absence until proof of treatment and recovery, satisfactory to the Board, is furnished or for a period not to exceed one (1) year.
4. The teacher may request representation at any conferences and hearings.
5. No teacher will have their job security jeopardized by requests for treatment or referral assistance.
6. Placement upon un-requested unpaid leave shall be subject to the grievance procedure.

ARTICLE 14
UNPAID LEAVE

1. Unless otherwise specified in writing, a leave of absence when granted by the Board of Education shall:
 - (a) Entitle the Teacher to return to employment in the same subject area and grade level from which leave was taken. A refusal of offered employment following the leave of absence shall immediately end this privilege.
 - (b) Not entitle the employee to accrual of sick leave.
 - (c) Not entitle the employee to advancement on a schedule for the time away from actual employment prearranged with the Superintendent of Schools.
 - (d) Not entitle the employee to any school system subsidized insurance premiums, retirement payments, or unemployment compensation.
2. All leaves granted under Article 14 shall be without pay.
3. A leave of absence may be granted on recommendation of the Superintendent of Schools for a period not to exceed one (1) year to any employee having successfully completed the probationary period. The time period is subject to renewal at the will of the Board following written request by the Teacher. A request for a renewal must be made before termination of the leave. The request shall not exceed one year for each renewal.
4. Any Teacher whose personal illness extends beyond the period compensated under Article 12 shall be granted a leave of absence without pay for one (1) year. A renewal may be requested, subject to the will of the board. Upon return from such leave, a Teacher shall be assigned to the same position, or a substantially equivalent position, provided always that the Teacher is able to perform the duties required by the position.
5. The Lakeview Board of Education will make a one time contribution of \$5000 towards a fund for the purchase of benefits in the event of a Teacher's catastrophic illness leading to long-term disability. The Lakeview Education Association will contribute the same amount. In the event a teacher is granted a leave of absence under paragraph three, he/she becomes eligible for the Catastrophic Illness Insurance Payment Program. Approval to participate will be determined by the L.E.A. and the Lakeview Board of Education. Funds to be maintained and dispersed by the Lakeview Community Schools Administrative offices.
6. Teachers will be granted a Leave of Absence when drafted into the Armed Forces, or for voluntary service duty during a declared National Emergency. Teachers returning from this military leave shall be given re-employment in the same capacity held before the leave of absence. They shall also be given the benefit of any increments and advancements on schedule which would have been granted to them had they remained in active service with the school system.

7. Teachers who have been employed by the Board may be granted an Educational Leave for Teacher Improvement of up to one (1) year. It is agreed that Teacher improvement includes, but is not limited to: attending a college or university or other educational institution, traveling which will improve the Teacher's ability to teach, and serving as an officer in the Michigan Education Association, or the National Education Association. Teachers on Educational Leave shall be allowed one-half (1/2) credit toward retirement for times spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board. While on Educational Leave, a teacher's seniority shall accrue. Upon returning from Educational Leave, the Teacher shall be restored to the same teaching position or to a position of like nature and be placed on the salary schedule as the Teacher would have been if he/she taught in the district during the educational leave period.
8. A Teacher shall, upon request, be granted a child care leave. The duration of the leave shall be one (1) year, renewable at the discretion of the Board. Requests for such leaves must be submitted at least ninety (90) days prior to the expected date of birth as certified by the attending physician.
9. A full day's pay (based on the number of contracted days for the school year) will be deducted for days other than approved as "personal" or "sick leave".

ARTICLE 15
CLASS SIZE

1. The following are class size limitations and provisions:

Class size maximums:

DK/Junior Primary Combination	20
Developmental Kindergarten	15
Junior Primary	20
Grades K-2	23
Grades 3-5	26
Grades 6-12	28
Keyboarding/Computers	30
Music	50 (with all performing groups exempt)
Physical Education (MS/HS)	45 (full gym usage) 35 (half gym usage)
Physical Education (Elem. K-2)	35
Physical Education (Elem. 3-5)	35

2. For purposes of intra-district transfers between Bright Start and Trufant, the following guideline will be used. If a transfer request would cause a discrepancy of 8 or more students between the grade levels of the two buildings, the request will be denied.
3. In determining class size the following provisions will be adhered to:
- (a) Class size shall not exceed the physical limitations of the facility. No student shall be denied the opportunity to take a class as long as the number of students remains below the maximum, and that student's teacher has given his/her consent.
 - (b) In grades K-8, there will be an equal distribution of students among classroom teachers by building at each grade level.
 - (c) Prior to a mainstreamed student's enrollment in vocational or industrial education classes, a meeting of the teacher, principal, counselor and parent shall occur so as to determine the course's suitability.
 - (d) If class sizes as stated are exceeded following the fall state required student count date, and the teacher(s) involved seeks relief, one (or a combination) of the following alternatives shall be implemented if requested by the teacher(s) involved.
 - (1) Redistribute class loads
 - (2) Hire additional faculty
 - (3) Assignment of one (1) uninterrupted hour non-chapter aide time per day per classroom. More time will be assigned when possible.
 - (4) Restructuring of the program, but only after input from the faculty.
 - (5) Assignment of student aides (but only if requested by the teacher(s) involved).

4. In determining adult aide distribution, the following provisions will be adhered to:
 - (a) When an adult aide is assigned to a grade because class size exceeds the stated maximums, all teachers involved shall share the aide time, and the schedule of the aide shall be determined after discussion with the building principal.
 - (b) If an aide is assigned for purposes other than to assist staff with class size that exceed the maximums, all teachers shall have the opportunity to discuss the distribution of aide time before the aide's schedule is determined. Library aides shall not be subject to either of these statements.
5. Beginning in the 1994-95 school year there will be adult supervision provided in the male and female locker rooms for the purpose of supervising the physical education classes.
6. In no case shall the class size article be considered if such consideration would place the District in deficit. A deficit position shall occur when the cash fund equity drops below 1 1/2% of the current fiscal year budget. This contingency fund is not cumulative and will not exceed 1 1/2% of each year's budget.

ARTICLE 16

GRIEVANCE PROCEDURE

1. **Definition:** A "grievance" is hereby defined as a claim by a Teacher, group of Teachers, the Association, or the Board, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any rule, order or regulation of the Board which conflicts with the terms of this agreement.
2. **Purpose:** The grievance procedure affords the sole and exclusive remedy for complaints and grievances under the agreement, and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment.
3. **Limitation:** Grievances shall be filed or processed based on facts or events which have occurred and/or become known to the grievance(s) prior to twelve (12) school days, excluding weekends and holidays before the grievance is filed, or reasonably should have been known.
4. **Procedure:** Grievance shall be processed from one step to the next in the grievance procedure within the time limits prescribed. Any grievance upon which an appeal is not taken within the limits prescribed, shall be closed upon the basis of the action last taken by the party against whom the complaint was filed. Time limits may be extended by mutual consent.
5. **Initiation:** Any formal grievance process will be initiated by the filling in and signing of the Grievance Report Form, which can be obtained from duly authorized personnel of the Association, or from the Board or its designee.

Step 1.

The Association, any Teacher or group of Teachers believing that there has been a misinterpretation or misapplication of any provision of the Agreement, or any rule, order, or regulation of the Board, shall within twelve (12) school days, excluding weekends and holidays, after the occurrence of the event giving rise to the grievance, or it becomes known to the grievant(s) or reasonably should have been known, shall first put the grievance in writing by preparing the Grievance Report Form. Time limit may be extended by mutual consent. Then a meeting will be set to discuss the matter within five (5) school days and seek formal adjustment of the same with the principal of the building in the case of complaint by the Association, a Teacher or group of Teachers, and with the Association's President or its designee in the case of complaint by the Board. The principal shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

Step 2.

In the event the matter is not resolved informally under Step 1, the grievance shall be lodged with or submitted to the Superintendent within five (5) school days. Within five (5) school days, excluding weekends and holidays, thereafter, a meeting shall be held to resolve the grievance. Time limit may be extended by mutual consent. If such meeting does not resolve the grievance, the Superintendent shall indicate such on the Grievance Report Form and written answer thereto shall be transmitted by the Superintendent to the Association within five (5) school days.

Step 3.

Within ten (10) school days, excluding weekends and holidays, from the Superintendent's answer, if the answer is not satisfactory to the Association, the Association shall notify the Superintendent in writing that they will be pursuing the matter to arbitration. The parties will then meet within five (5) school days of said notice in an attempt to mutually select an arbitrator. If the parties are unable to agree upon an arbitrator and the grievance involves an alleged violation of a specific article and section of this Agreement, the Association within ten (10) school days shall submit the grievance to the American Arbitration Association for pending arbitration. Time limits may be extended by mutual consent.

The arbitrator so selected shall confer with the parties and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator has no power to alter, modify, add to, or subtract from the provisions of this agreement. His/her authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district, or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this agreement.

The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding. The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear its own expense in connection therewith.

Step 4.

The arbitrator has no power to alter, modify, add to, or subtract from the provisions of this agreement. He/she shall have no power to rule on any of the following:

- (1) The termination of services of or failure to re-employ any probationary teacher.
- (2) The termination of services or failure to re-employ any teacher to a position other than his/her basic position.
- (3) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended).
- (4) Any matter involving teacher evaluation except specific negotiated procedures.

LAKEVIEW COMMUNITY SCHOOLS
GRIEVANCE PROCEDURE SCHEMATIC

Step 1:	An Event Occurs Grievance Filed Meeting with Principal Principal's Decision Filed	 Within 12 School Days Within 5 School Days Within 5 School Days
Step 2:	Grievance submitted to Superintendent of Schools Meeting to Resolve, with Superintendent Disposition of Superintendent submitted to LEA	 Within 5 School Days Within 5 school Days Within 5 School Days
Step 3:	Written Appeal for Arbitration Selection of Arbitrator In case of no mutual arbitrator; Grievance submitted to American Arbitration Association for Binding Arbitration Arbitrator's Hearings Arbitrator's Decision	 Within 10 School Days Within 5 School Days Within 10 School days Promptly Not later than 20 days after close of Hearing.

ARTICLE 17

NO INTERRUPTION OF EDUCATION

The Association recognizes that strikes (as defined by Section 1 of Public Acts 336 of 1967, as amended, of Michigan) by Teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this agreement it shall not direct, instigate, participate in, encourage or support any strike against the Board by any Teacher or group of Teachers. Employees should be aware that discipline and penalties are possible in cases of non-compliance with this Article.

ARTICLE 18

TEACHER PROTECTION

1. In the event of an assault upon a teacher at school or at any school sponsored activity, the teacher or his/her representative shall immediately report the incident in writing to the superintendent or his/her designated representative. In the event of such an assault, the Teacher involved may request assistance of the Board. These requests shall be made in writing to the Superintendent within three (3) working days. The Board of Education will provide legal counsel to advise the Teacher of his/her legal rights and obligations with respect to such assault, up until the time that MEA legal representation takes effect.
2. Time lost by a Teacher in connection with any assault mentioned not compensable under worker's compensation, and for a period of time not to exceed 9 months at the Teacher's rate of pay at the time of assault, shall not be charged against the Teacher unless the teacher is adjudged guilty of an offense by a court of competent jurisdiction.
3. Personal items brought into the school by the teacher for instructional purposes shall be registered with the principal. If said items are damaged, destroyed or stolen, at school, and the teacher is found to have exercised reasonable precautions in protecting personal property, the Teacher will be reimbursed by the Board. Claims shall be for not less than \$5.00 nor more than \$300 and never more than the worth of the item. Homeowners and/or auto insurance reimbursement will be exhausted before the Board becomes financially responsible, except for any deductible amount.
4. If a teacher's clothing is in some manner damaged, while countering physical force in maintaining student discipline, the Board agrees to pay for such damages not to exceed an amount of two hundred dollars (\$200), providing that all other means of recompense have been exhausted. The responsibility for seeking recompense from the offending party shall be shared by the Teacher and administration.
5. In the event that any loss of personal property or damage to clothing occurs as a result of an unprovoked assault on a Teacher while he/she is on duty, the Board agrees to pay the total cost of all damages, providing that all other means of recompense have been exhausted. The responsibility for seeking recompense from the offending party shall be shared by the Teacher and administration.

ARTICLE 19

ORDERLY REDUCTION OF STAFF

1. In the event of a need to lay off due to decreased student enrollment or shortage of revenue, the Board will eliminate positions and lay off Teachers according to the following procedure:
 - (a) Probationary Teachers will be laid off first according to seniority, providing there is a certified tenure Teacher for the position.
 - (b) Tenured Teachers will be laid off in the following order:
 - (1) Certification and (2) Seniority.
2. A laid off Teacher may bump into any position for which he/she is certified providing the Teacher effectuating the bump possesses greater system wide seniority.
3. The laid off Teacher executing the bump must bump into the position of the least senior member in the department or grade as applicable.
4. Laid off Teachers may not bump so that it causes part time employment for another Teacher.
5. A laid off Teacher wishing to exercise his/her bumping right must submit to the Superintendent within fourteen (14) calendar days of receiving the lay off notification, a letter indicating the effectuation of bumping rights and listing all subjects and grade levels which he/she is certified to teach. The Superintendent shall transmit to the Association President a copy of the letter within twenty four (24) hours of its receipt.
6. Within four weeks, laid-off teachers will complete an index card with bumping preferences which fall into the guidelines described within Article 19. Choices should be listed as first, second, and third choices. After ten days, the Superintendent and Board shall be given a copy of these cards and choices. At this time, the LEA Executive Board will meet with all affected teachers to effectuate the bumping procedure. The bumping procedure will be done by certification and seniority from most senior to least senior Teacher.
7. A copy of the resulting positions and lay-offs will be given to the Superintendent one week following the actual bumping procedure. The LEA President and the Superintendent of schools will meet to discuss any differences or concerns.
8. Part time Teachers will be laid off based on the total years of seniority (Example: Ten years of one-half time service equals 5 years of total seniority.)
9. The Board shall prepare a seniority list reflecting length of Teaching service in the Lakeview Community School System, determined by date the employee signed the Agreement to Employ form which will constitute date of hire, and shall transmit a copy of the same on or before the first (1st) day of November of each school year to the Association.
10. Teachers who are laid off during the contract year shall be considered as having completed the Contract year for the purpose of placement on the salary scale if employed for more than one half (1/2) of the school year; otherwise such Teachers shall remain on the same salary step.

- (a) No new Teachers shall be hired by the Board while there are any Teachers of the District who are laid off unless there are no laid off Teachers with proper certification to fill any vacancy which may arise.
 - (b) Any Teacher on lay off shall be recalled on the basis of seniority, provided the Teacher holds certification for the job vacancy.
 - (c) A laid off Teacher's refusal to accept employment for hours less than what he/she had been employed prior to the lay off shall not be considered a resignation under the terms of this agreement.
 - (d) The Board shall give written notice of recall from lay off by hand delivering or sending a registered or certified letter to the Teacher's last known address. It shall be the responsibility of each Teacher to notify the Board of current address. The Board's records shall be conclusive when used in connection with recall.
11. All persons hired as administrators after July 1, 1979, shall not accrue seniority as teachers in the Lakeview Community School system during their tenure as an administrator, unless they are hired on a temporary basis as covered in ARTICLE 10, Section 2 of this contract.
12. During times of shortage of revenues as declared by the Board of Education or its designee, a Teacher may apply for voluntary layoff. Providing the layoff does not cause a violation to occur to other sections of the Master Agreement, the request shall be approved. It is understood that a voluntary layoff entitles the employee to all rights and benefits afforded to all laid off employees.
13. Tenure Teachers on layoff shall accrue seniority during layoff for a maximum period of one (1) year. If recalled, the Teacher will move up on the seniority list, but not on the salary scale.

ARTICLE 20

SCHOOL IMPROVEMENT PLANS

1. The provisions contained in this article shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15,1919(919b) MSA. This includes plans developed on both the district-wide level and the building level.
2. The Master Agreement may not be modified in whole, or in part, except by mutual written agreement by the Association and the Board of Education.
3. Participation by the employee is voluntary.
4. Participation or non-participation shall not be used as the sole criteria for evaluation, discipline or discharge.
5. The staff members in each building shall be responsible for selecting their representatives to that building's SIP committee(s). The chair-person of the committee will be selected by the committee.
6. If SIP meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings.
7. The district school improvement leadership team will also
 - (a) Consider the effects of the proposed plan on district personnel, and
 - (b) identify proposed actions which might be in conflict with the collective bargaining agreement and/or district policy.
8. Decisions of the School Improvement Committee(s) will be made by consensus. Consensus is not defined as a "rule of the majority." If a minority exists that cannot consent to what is proposed, discussion and clarification would continue on both sides until consensus is reached, or until it becomes clear that no agreement is possible.
9. To better utilize the expertise and experience of employees in planning improvements in the educational program, employees and groups of employees and administrators may propose school improvement plans. Teachers should be consulted and may assist, but do not determine or formulate policies and programs designed to improve educational standards prior to adoption or general publication. The instrument for this employee input should be the district-wide or building level school improvement committee.

ARTICLE 21

PROFESSIONAL DEVELOPMENT

1. All teachers must attend one approved professional development activity each year. Each building, unless they are the same grade levels, will have its own Professional Development Committee (PDC). The Committee may be the existing building school improvement team, or a different committee appointed by them. Efforts should be made to make this committee as representative as possible for each building. This committee will recommend and approve professional development activities for their own building during the first nine weeks of the school year. Summer and fall activities should be set in the previous year. Each building is encouraged to focus on a prioritized area and group studies are encouraged.
2. The Board will create a budget for these activities. This money will be assigned to each building on a pro-rated basis, based on the number of staff in that building. The building committee will then monitor and distribute this money.
3. If illness or personal problems interfere with a teacher's ability to participate in professional development, participation will be deferred for one year upon application to the district PDC committee. (See 4 below). A teacher may also request and will receive deferral for one year if they are taking graduate level classes within either the summer preceding the request or within either the fall or winter semesters. A deferral may be granted if a teacher is in some other way self-funding a professional development activity.
4. The district PDC consisting of one administrator, one board member and four teachers, one representing each building level and appointed by the LEA, will now serve as an oversight committee for all building committees. All appeals or disputes will be directed to them. Their decision is final and non-grievable.

ARTICLE 22

TEACHING CONDITIONS & HOURS

1. The teaching day schedules may vary from building to building and from year to year due to factors such as student needs, program requirements, transportation schedules, mandated hours, etc., but the total normal daily time requirement for teachers (excluding conferences, staff meetings, etc.) shall not exceed 7 hours and 20 minutes. Teachers are encouraged to remain for a sufficient period after the close of the school day to deal with those matters which properly require attention at that time, including consultations directly scheduled with the teacher by parents. On Fridays, or on days preceding holidays and vacations, the teacher day shall end at the close of the pupil's day. The Board of Education will provide the teachers with an uninterrupted duty free lunch period of the same duration as student's lunch period. Any changes in Michigan school laws requiring additional instructional time shall be addressed within the above time frames. If meeting any new requirements is not possible within these time frames, compensation for adjustments will be negotiated.
2. Recognizing the fact that buildings housing different grade levels have different needs and operate under different schedules, it is the intent to provide essentially equal amounts of planning time to all instructional staff. Responsible efforts will be made to continue the equalization process, and to make this planning time as uninterrupted as possible.
3. Days of student instruction which are canceled and which cannot be counted as a day of instruction for purposes of receiving state aid will be made-up at no added salary cost to the Board of Education.
4. Teachers will make themselves available for up to four (4) evenings per year for a scheduled school-related activity. Teachers may expect that notification will be given forty-eight (48) hours in advance of such activity.
5. A staff member may volunteer for or agree to a request by the building Principal to assume such duties as (but not be limited to): noon supervision, library supervision, work make-up supervision, etc. Time spent in extra supervision activities shall be compensated for by allowances for late arrivals, early leave time, or compensatory day(s) off to be agreed upon by the staff member involved and the building Principal.
6. Teachers will have 24 hours notice of staff meetings with administrators.
7. Forms for reporting problems with the heating system, unsafe or hazardous working conditions will be available through each school building office.

ARTICLE 23

NEGOTIATIONS

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
2. It is recognized that no final agreement between the parties may be executed without the ratification by the Board of Education and by the members of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations on bargaining, subject only to ultimate ratification.
3. The parties agree to enter into negotiations for a new agreement covering wages, hours, terms and working conditions at a reasonable time prior to the expiration date of this agreement.
4. A Teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation with the Board or its designee including arbitration, shall be released from regular duties without loss of salary. The salary of the substitute Teacher will be shared jointly by the Board of Education and the Association.
5. Copies of this Agreement shall be printed at the joint expense of the Board and Association and presented to all employees presently employed or employed during the term of this Agreement.

ARTICLE 24

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of July 1, 1999, except as herein otherwise expressly provided, and shall continue in full and effect until the first day of June 30, 2002. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first written.

BOARD OF EDUCATION

LAKEVIEW COMMUNITY SCHOOLS

By Kenneth Rader

Its President

By Patricia G. Harwick

Its Secretary

LAKEVIEW EDUCATION ASSOCIATION

By Andrew K. Miller

Its President

By Sara B. Spriver

Its Secretary

ARTICLE 25

RETIREMENT INCENTIVE PROGRAM

1. The Board of Education will have an early retirement incentive program available throughout the three (3) year contract.
 - a. **Eligibility.** The employee must be in the teachers bargaining unit, have completed at least 12 years of service by the end of the school year in which he/she applies, and must have less than 30 years of service credit with Michigan Public School Employees Retirement System.
 - b. **Time for Electing.** Teachers electing to use the incentive must submit their application no later than April 1st of that year. This deadline should be considered firm. Exceptions may occur only in extreme and rare cases.
 - c. **Notification.** The District will provide each eligible teacher with a notice of his/her eligibility to participate, along with an application/waiver and a list of the job titles and rates for all other eligible teachers, as well as a list of job titles and ages for all those teachers not eligible for the early retirement incentive plan.
 - d. **Waiver.** Each teacher electing to participate in the plan will be required to submit an application, including waiver of all claims against the District.
 - e. **Unemployment Compensation.** Teachers selecting an early retirement incentive will not be eligible for unemployment compensation.
 - f. **Taxes.** Early retirement incentive payments will be subject to all appropriate tax deductions.
 - g. **Payment Upon Death.** In the event that a teacher, accepted for the Early Retirement Incentive Plan, dies prior to completing the school year or receiving payment, payment will be made to his or her surviving beneficiary or beneficiaries as designated, or otherwise provided by law.
 - h. **Schedule of Payments.** The schedule of payments shall be as follows:

<i>Years of Service as of June</i>	<i>Cash Payment</i>	<i>Contribution Toward Retirement Incentive Package</i>
29	\$ 6,000	*Cost of: 1 year of service credit
28	\$ 6,000	2 years of service credit
27	\$ 6,000	3 years of service credit
26	0	4 years of service credit
25	0	5 years of service credit
12-24	\$12,000	0
 - i. The teacher will be responsible for the actual purchase of retirement service. The District will pay to the teacher the amounts indicated above toward the purchase of such service.
 - j. All payments made to the teacher will be subject to any applicable payroll taxes.
 - k. This early retirement incentive plan shall terminate at the end of the 2001-2002 school year.
 - l. **Contrary to Law.** In the event that the early retirement incentive is found to be contrary to law by a court or administrative body having appropriate jurisdiction, the early retirement incentive plan shall be canceled. Existing retirees shall retain any benefits received, provided that no legal action is instituted by them, or on their behalf, against the district.

* The teacher will provide a current MPSERS billing statement at the time of application so that the cost of year(s) may be determined.

APPENDIX A
1999-2000, 2000-2001, and 2001-2002 SALARY SCHEDULES

1999-2000 SALARY SCHEDULE

STEP	INDEX	BA	INDEX	BA+20	INDEX	MA	INDEX	MA+15
1	1.00	28,375	1.10	31,213	1.15	32,631	1.18	33,483
2	1.04	29,510	1.14	32,348	1.19	33,766	1.22	34,618
3	1.10	31,213	1.19	33,766	1.24	35,185	1.27	36,036
4	1.15	32,631	1.24	35,185	1.29	36,604	1.32	37,455
5	1.20	34,050	1.29	36,604	1.34	38,023	1.37	38,874
6	1.25	35,469	1.35	38,306	1.40	39,725	1.43	40,576
7	1.30	36,888	1.40	39,725	1.45	41,144	1.48	41,995
8	1.35	38,306	1.45	41,144	1.50	42,563	1.53	43,414
9	1.40	39,725	1.50	42,563	1.55	43,981	1.59	45,116
10	1.45	41,144	1.55	43,981	1.62	45,968	1.65	46,819
11	1.50	42,563	1.62	45,968	1.68	47,670	1.71	48,521
12			1.67	47,386	1.75	49,656	1.77	50,224

2000-2001 SALARY SCHEDULE

STEP	INDEX	BA	INDEX	BA+20	INDEX	MA	INDEX	MA+15
1	1.00	29,155	1.10	32,071	1.15	33,528	1.18	34,403
2	1.04	30,321	1.14	33,237	1.19	34,694	1.22	35,569
3	1.10	32,071	1.19	34,694	1.24	36,152	1.27	37,027
4	1.15	33,528	1.24	36,152	1.29	37,610	1.32	38,485
5	1.20	34,986	1.29	37,610	1.34	39,068	1.37	39,942
6	1.25	36,444	1.35	39,359	1.40	40,817	1.43	41,692
7	1.30	37,902	1.40	40,817	1.45	42,275	1.48	43,149
8	1.35	39,359	1.45	42,275	1.50	43,733	1.53	44,607
9	1.40	40,817	1.50	43,733	1.55	45,190	1.59	46,356
10	1.45	42,275	1.55	45,190	1.62	47,231	1.65	48,106
11	1.50	43,733	1.62	47,231	1.68	48,980	1.71	49,855
12			1.67	48,689	1.75	51,021	1.77	51,604

2001-2002 SALARY SCHEDULE

STEP	INDEX	BA	INDEX	BA+20	INDEX	MA	INDEX	MA+15
1	1.00	29,884	1.10	32,872	1.15	34,367	1.18	35,263
2	1.04	31,079	1.14	34,068	1.19	35,562	1.22	36,458
3	1.10	32,872	1.19	35,562	1.24	37,056	1.27	37,953
4	1.15	34,367	1.24	37,056	1.29	38,550	1.32	39,447
5	1.20	35,861	1.29	38,550	1.34	40,045	1.37	40,941
6	1.25	37,355	1.35	40,343	1.40	41,838	1.43	42,734
7	1.30	38,849	1.40	41,838	1.45	43,332	1.48	44,228
8	1.35	40,343	1.45	43,332	1.50	44,826	1.53	45,723
9	1.40	41,838	1.50	44,826	1.55	46,320	1.59	47,516
10	1.45	43,332	1.55	46,320	1.62	48,412	1.65	49,309
11	1.50	44,826	1.62	48,412	1.68	50,205	1.71	51,102
12			1.67	49,906	1.75	52,297	1.77	52,895

APPENDIX B

EXTRA DUTY ALLOWANCES

Eight Steps:

- 1st Step Percentage of base (BA)
- 2nd Step Percentage of 2nd step of salary schedule (BA)
- 3rd Step Percentage of 3rd step of salary schedule (BA)
- 4th Step Percentage of 4th step of salary schedule (BA)
- 5th Step Percentage of 5th step of salary schedule (BA)
- 6th Step Percentage of 6th step of salary schedule (BA)
- 7th Step Percentage of 7th step of salary schedule (BA)
- 8th Step Percentage of 8th step of salary schedule (BA)

Class advisor's placement on steps will be determined by the individual's total number of years acting as a class advisor within a building regardless of grade level advised. Example, an individual who has advised the ninth grade for one year, the tenth grade for a year, eleventh for a year, and twelfth for a year will be allowed placement on the 5th step should they choose to advise another grade level within the next two years.

Advisors (2) 12th	2.0 %
Advisors (2) 11th	2.0 %
Advisors (2) 10th	1.5 %
Advisors (2) 9th	1.5 %
Advisors (2) 8th	1.0 %
Advisors (2) 7th	1.0 %
Advisors (2) 6th	1.0 %
Advisors (2) 5th	1.0 %
Agriculture	8.0 % of Salary
Band	9.0 % for Varsity 6.0 % Middle School
Chorus	3.0 %
Counselor	1/187 pay for each day worked beyond the normal-school year
Debate	5.0 %
Detention Room	\$11.00 hour
Driver Education	\$17.00 hour
F.H.A.	2.0 %
Noon time Supervisor	\$6.00 per lunch session
N.H.S.	2.0 %
Play Director	4.0 %
Play Director, Assistant	2.0 %
Publications	8.0 % (w/ 1 hr publication class)
SADD	2.0 %
Ski Club Advisor	3.0 %
Spanish Club	2.0 %
Student Government - H.S.	10.0 %
Student Government - M.S.	2.0 %
Yearbook	7.0 %

APPENDIX C
COACHING

Eight Steps:

1st Step Percentage of base (BA)

2nd Step Percentage of 2nd step of salary schedule (BA)

3rd Step Percentage of 3rd step of salary schedule (BA)

4th Step Percentage of 4th step of salary schedule (BA)

5th Step Percentage of 5th step of salary schedule (BA)

6th Step Percentage of 6th step of salary schedule (BA)

7th Step Percentage of 7th step of salary schedule (BA)

8th Step Percentage of 8th step of salary schedule (BA)

ATHLETIC DIRECTOR	High School	20%
	Middle School	10%
BASEBALL	Head Coach	7%
	Junior Varsity	5%
	Assistant	3% each
BASKETBALL	Head Coach	11%
	Junior Varsity	7%
	Freshman	6%
	Middle School	5% each
	Assistant Middle School	4% each
CHEERLEADING	Varsity - per season	4%
	Junior Varsity - per season	4%
	Competitive	4%
CROSS COUNTRY	Head Coach	6%
	Middle School	4% each
FOOTBALL	Head Coach	11%
	Asst. Varsity	7% each
	Head Junior Varsity	7%
	Asst. Junior Varsity	5% each
	Freshman Head	6%
	Asst. Freshman	5%
GOLF	Head Coach Girls/Boys	5% each
	Assistant Coach	3%
SOFTBALL, GIRLS'	Head Coach	7%
	Junior Varsity	5%
	Assistant	3% each
TENNIS	Head Coach	5%
TRACK	Boys' Head Coach	7%
	Assistant Varsity	5% each
	Middle School	5% each
	Girls' Head Coach	7%
	Assistant Varsity	5% each
	Middle School	5%

VOLLEYBALL	Head Coach	11%
	Junior Varsity	7%
	Freshman	6%
	Middle School	5%
	Assistant Middle School	4% each
WRESTLING	Head Coach	11%
	Junior Varsity	7% each
	Middle School	5% each
Academic Team Coaches	All	2 %

Coaching Steps (Effective 7-1-96)

Coaches moving from one level to a lower level within the same sport (i.e., Varsity to JV, JV to Freshman, etc.), will retain years of service in that sport but will be paid at the percentage of the new position.

Coaches moving from one level to a higher level within the same sport (i.e., JV to Varsity, Freshman to JV, etc.), will start at Step One of the salary schedule providing this does not result in earning less than he/she did at the lower level. In such a case, a step or steps will be granted to provide equity.

Coaches moving from one sport to another will start at Step One, at any level, regardless of experience in other sports.

Coaches of girls/boys basketball, golf, and track will accumulate years of service by coaching either gender, but only one step may be accumulated per year.

Coaches new to the district may be given up to full credit for experience in other districts. In the event a new coach agrees to forego full credit for previous experience, the Board, or its designee, shall deliver to the Association, within 5 working days, a letter signed by the new coach indicating his/her agreement thus holding the Association harmless from future claims for full credit for experience.

APPENDIX D
1999-2000 School Calendar
 Lakeview Community Schools

T	S
E	T
A	U
C	D
D	D
H	E
A	A
E	Y
Y	N
R	S
S	T

AUGUST				
Friday	20	New Teacher Orientation	7	6
Monday	23	Teacher Work Day		
Tuesday	24	First Student Day (1/2 day students – Professional Dev. PM)		
Wednesday	25	½ day Students – Professional Development - PM		
SEPTEMBER				
Friday	3	NO SCHOOL	20	20
Monday	6	NO SCHOOL – Labor Day		
OCTOBER				
Wednesday	6	NO SCHOOL - Professional Development	21	19
Wednesday	20	High School Parent-Teacher Conferences 4:00-7:00 PM		
Thursday	21	NO SCHOOL: High School Conferences 1:00-5:00 & 6:00-8:00 PM Elem & MS Professional Development 8:00 AM – 3:00 PM		
NOVEMBER				
Wednesday	10	Elem. & MS Parent-Teacher Conferences, 4:00 PM–7:00 PM	19	18
Thursday	11	NO SCHOOL: Elem. & MS Conferences 1:00-5:00 PM & 6:00–8:00 PM High School Professional Development 8:00 AM – 3:00 PM		
Monday	15	NO SCHOOL - Fall Break		
Thursday	25	NO SCHOOL - Thanksgiving		
Friday	26	NO SCHOOL		
DECEMBER				
Wednesday	22	NO SCHOOL - Christmas Break Begins	15	15
JANUARY				
Wednesday	5	School Resumes	19	19
Friday	21	½ day for students -First Semester Ends		
FEBRUARY				
Friday	18	NO SCHOOL – Winter Break	20	19
Wednesday	23	NO SCHOOL – Professional Development		
MARCH				
Thursday	30	½ day for students Parent Teacher Conferences 1:00-5:00 PM, 6:00-8:00 PM	23	23
Friday	31	½ day for students/staff – Spring Break begins		
APRIL				
Monday	10	School Resumes	14	14
Friday	21	NO SCHOOL – Good Friday		
MAY				
Monday	29	NO SCHOOL - Memorial Day	22	22
JUNE				
Friday	9	½ day for students (Last Day) Last Teacher Day, Graduation	7	7

**APPENDIX E
GRIEVANCE REPORT FORM
LAKEVIEW COMMUNITY SCHOOLS**

Grievance # _____

GRIEVANCE REPORT

Distribution of Form

1. Superintendent
2. Supervisor
3. Association
4. Employee

Submit _____ to _____ Supervisor _____ in _____ Duplicate _____

STEP 1

1. Date Cause of Grievance Occurred _____

2. (a) Statement of Grievance _____

(b) Relief Sought _____

Signature

Date

3. Disposition by Supervisor _____

Signature of Supervisor

Date

4. Position of Grievant and/or Association _____

Signature

Date

STEP 2

1. **Date Received by Superintendent or Designee** _____

2. **Disposition of Superintendent or Designee** _____

Signature

Date

3. **Position of Grievant and/or Association** _____

Signature

Date

STEP 3

1. **Date Submitted to Arbitration** _____

2. **Disposition & Award of Arbitrator** _____

Signature

Date

APPENDIX F
SICK BANK POLICY

The purpose of the sick bank is to provide extended sick leave days to our members through a shared donation of personal sick leave days. The plan in no way alters the existing sick bank policy governed by the terms of the Master Agreement.

ELIGIBILITY:

All teaching personnel defined by the Master Agreement will participate in the sick bank.

A member must teach at least half-time to be eligible to draw from the sick bank.

DONATION OF DAYS:

The sick bank was established in 1970. At that time each member donated one full sick day to stock the bank. Therefore, each new member must donate one full day to the sick bank the first year he or she works in the Lakeview School system. (see Master Agreement Article 7 - number 7)

When the number of days in the sick bank drops critically low (below 90 days), more days may be requested by a 2/3 VOTE OF THE LEA MEMBERSHIP. However, the accumulated days cannot exceed three (3) times the number of personnel represented by the Association. (see Master Agreement Article 7 - number 7)

The number of days donated by each member will be limited to two (2) days per year.

As long as all the requirements are fulfilled and the committee recommends to grant the request, each member will be guaranteed a certain number of sick bank days. These sick bank days will be given according to the number of years of service to the Lakeview School system. Each member is automatically able to use the personal sick leave days he or she donated to the bank. Requests for more than guaranteed days can also be submitted to this committee.

0 - 5 years = 10 guaranteed days for same illness or related health illness
6 - 15 years = 20 guaranteed days for same illness or related health illness
16 - 25 years = 30 guaranteed days for same illness or related health illness
26 - + years = 40 guaranteed days for same illness or related health illness

ADMINISTRATION:

The members of the sick bank committee will make recommendations regarding each request to the LEA Board of Directors. The LEA Board of Directors will make final decisions of granting the recommendations of the committee or to present the recommendation to full membership of the LEA Association for final decisions.

All final decisions must be forwarded in writing to the Superintendent's office for appropriate administrative action.

A request may not exceed any more days than what is needed to reach short or long term disability. The sick bank will not grant days to anyone who has become eligible for disability insurance. (see Master Agreement Article 8 - number 1)

The sick bank committee reserves the right to recommend to refuse any request. Such refusal will be accompanied by a written reason.

For long term illness, requests need to be made on a monthly basis for record keeping and approval purposes. Any requests for sick days need to be made as soon as possible making sure that all requests are made during the same fiscal school year that the leave absence was taken in.

Sick bank days will only be granted to members after all that member's accumulated personal sick leave has been used up.

CHAIRPERSON: A sick bank chair-person will be appointed by the LEA President.

The chair-person will be responsible for holding committee meetings, keeping records, correspondence with persons involved with final decisions made by LEA Board of Directors, and attending the Board of Directors meetings once a month.

Personal information pertinent to request for sick bank days will remain within the committee, by all committee members.

LIMITS:

Based on a member receiving approval from this committee and the LEA Board of Directors, each member will be guaranteed at least ten (10) sick bank days or more according to the number of years of service and the request from that member.

PROCEDURE:

1. The member must obtain request forms from sick bank chair-person.
2. The member must fill out the form and have it signed by a physician.
3. The member must return the form to the chair-person who will forward it to the proper body.
4. The chair-person will report the decision in writing to the member after the LEA Board of Directors meeting or the month Association meeting.
5. Before receiving the granted days from the sick bank, the requesting member will sign a repayment agreement in good faith with the LEA Association.
6. The chair-person will submit a written notification and a copy of the physician's report to the superintendent's office for administrative action.

REPAYMENT:

1. Members who borrow from the bank will need to sign an agreement with the LEA Association for repayment of the days.
2. Repayment will start at the beginning of the following school year.
3. Repayment must be at least three (3) days per year until all of the days are repaid. Repayment can be paid back faster than three (3) days a year but not less than three (3) days unless member went on disability insurance. The first year back to work from being on disability insurance only one (1) day must be repaid. The following years the sick bank must be repaid at the rate of at least three (3) days per year.
4. In the event that a member leaves the Lakeview School system before repayment, except for retirement, the member will pay to the LEA Board of Directors an amount equal to the number of unpaid sick leave days times his/her daily pay (salary divided by contractual workdays) at the time the days were borrowed. Upon receipt of repayment from the member, the LEA Board of Directors shall request from the Board of Education to purchase sick leave days to be re-credited to the sick leave bank.
5. In event of special circumstances Example: retirement or chronic/terminal illness), the sick bank committee shall reserve the right to recommend to the LEA Board of Directors to cancel the debt of repayment. The final decision would require a 2/3 vote of the LEA Association.

Date

Superintendent of Schools

President, Lakeview Education Assoc.

APPLICATION FOR SICK LEAVE BANK

NAME OF APPLICANT _____

HOME ADDRESS _____

HOME PHONE _____

SCHOOL _____ DATE OF APPLICATION _____

NUMBER OF DAYS REQUESTED _____

REASON FOR REQUEST (SUMMARY OF ILLNESS BY
PHYSICIAN) _____

Signature of Physician _____

Signature of Applicant _____

REQUEST APPROVED BY: _____
DATE: _____

REQUEST DENIED BECAUSE: _____

PAYBACK AGREEMENT

(to be completed upon approval of request)

I AGREE TO REPAY THE SICK BANK A TOTAL OF _____ DAYS OR THE DAYS UTILIZED, STARTING
SEPTEMBER __, ____, AT A RATE OF __ DAYS PER YEAR UNTIL ALL DAYS ARE PAID.

IN THE EVENT THAT I LEAVE THE SCHOOL SYSTEM BEFORE TOTAL REPAYMENT IS MADE, I AGREE TO
PAY THE LEA BOARD OF DIRECTORS AN AMOUNT EQUAL TO THE NUMBER OF UNPAID SICK
LEAVE DAYS TIMES MY DAILY SALARY AT THE TIME THE DAYS WERE BORROWED.

Applicant Signature: _____

APPENDIX G

**GRIEVANCE PROCEDURES
FOR
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972
TITLE II OF THE AMERICANS WITH DISABILITY ACT OF 1990
SECTION 504 OF THE REHABILITATION ACT OF 1973
AGE DISCRIMINATION ACT OF 1975**

Section I

Any person believing that the Lakeview Public School District or any part of the school organization has inadequately applied the principles and/or regulations of (1) Title VI of the Civil Rights Act of 1964, (2) Title IX of the Education Amendment Act of 1972, (3) Section 504 of the Rehabilitation Act of 1973m (4) Title II of the Americans with Disability Act of 1990, and (5) Age Discrimination Act of 1975, may bring forward a complaint, which shall be referred to as a grievance, to the local Civil Rights Coordinator at the following address:

Jane Pierce, Assistant Principal Lakeview High School 9800 Youngman Road Lakeview, MI 48850

Section II

The person who believes a valid basis for grievance exists shall discuss the grievance informally and on a verbal basis with the local Civil Rights Coordinator, who shall in turn investigate the complaint and reply with an answer to the complainant within five (5) business days. The complainant may initiate formal procedures according to the following steps.

Step I

A written statement of the grievance signed by the complainant shall be submitted to the Local Civil Rights Coordinator within five (5) business days of receipt of answers to the informal complaint. The coordinator shall further investigate the matters of grievance and reply in writing to the complainant within five (5) days.

Step 2

A complainant wishing to appeal the decision of the Local Civil Rights Coordinator may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Coordinator's response. The superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.

Step 3

If unsatisfied, the complainant may appeal through a signed, written statement to the Board of Education within five (5) business days of receiving the superintendent's response in step two. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representative within forty (40) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) days of this meeting.

Step 4

If at this point the grievance has not been satisfactorily settled, further appeal may be made to the Office for Civil Rights, Department of Education, Washington, D.C. 20202.

Inquiries concerning the nondiscriminatory policy may be directed to Director, Office for Civil Rights, Department of Education, Washington, D.C. 20202.

The local Coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's office.