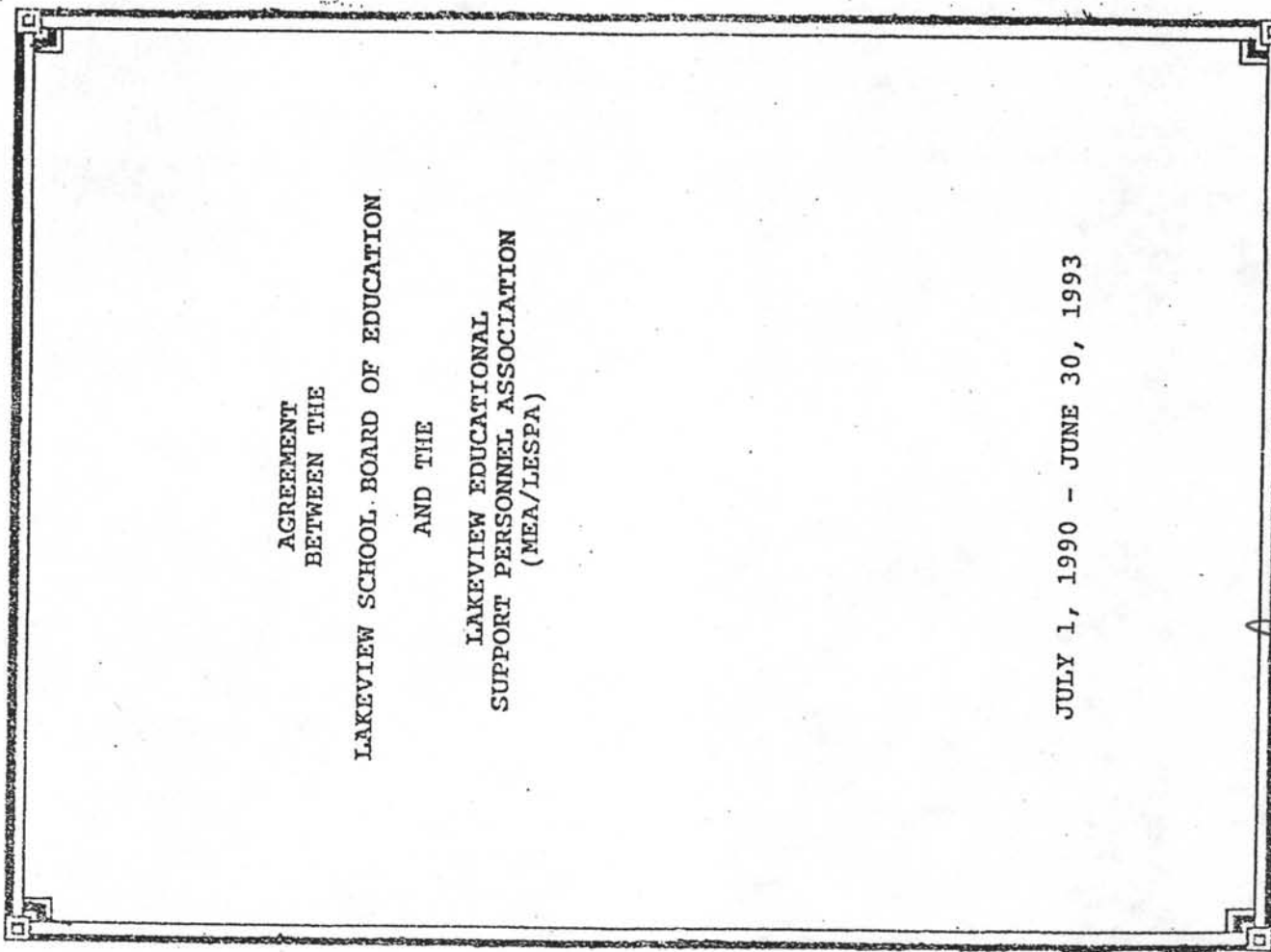


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Lakeview Community Schools

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This Agreement is made and entered into as of the 1st day of July, 1990, by and between the Board of Education of Lakeview Community Schools, Montcalm, Mecosta, and Kent Counties, Michigan, hereinafter called the "Board" and the Lakeview Support Personnel Association, an affiliate of the Michigan Educational Support Personnel Association and the National Education Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 of the state of Michigan, as amended, the board does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement of all non-certified employees of the Lakeview Community Schools included in the bargaining unit described below:

All custodians, maintenance employees, cooks, secretaries, bus drivers and aides.

Excluded from the bargaining unit are paraprofessional instructors, confidential and supervisory employees, as established by the Michigan Employment Relations Commission, substitutes, casual and temporary employees.

2. The term "employee" when used in this agreement shall refer to all employees represented by the Association in the bargaining unit as described above.

3. Reference to male employees shall include female employees, and reference to female employees shall include male employees.

4. 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.

5. Subject to the provisions of Public Act 379, as the same may be amended, the Board agrees not to negotiate with any employee organization with respect to the "employees" as herein defined other than the Association for the duration of this Agreement. Except for such negotiations under Public Act 379, however, the Board shall be free to communicate with employees 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. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE II

BOARD AND EMPLOYEE RIGHTS

1. It is understood and agreed that the Board of Education hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the States of Michigan and the United States and that the Board is limited with respect to such powers, rights, authority, duties and responsibilities only by the express provision hereof and only to the extent such limitations are in conformance with the Constitution and laws of the State of Michigan, and of the United States.
2. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws.
3. Nothing in this Agreement which changes preexisting Board policy, rules or regulations, written or otherwise promulgated, shall operate retroactively unless expressly so stated.
4. The Board and the Association agree to continue their policy of observing laws regarding discrimination on the basis of race, creed, color, national origin, sex, marital status, age, or membership or participation in, or association with the activities of the Association, or the institution of any grievance, complaint or proceedings under the terms of this Agreement.

5. The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of any employee's organization.

ARTICLE III

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. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at a reasonable time prior to the expiration date of this Agreement.
3. The Association agrees to provide contracts to all bargaining unit members (as per the most recent seniority list) within forty-five (45) days of ratification. The employer will provide each newly hired employee with a copy of the Agreement.
4. After tentative agreement is reached, both parties agree to hold ratification votes within thirty (30) calendar days. Each party shall provide written notification to the other within five (5) calendar days of ratification of the results of said ratification. Failure to ratify the Table Agreement within the 30 day period shall cause the Table Agreement to become void.

ARTICLE IV

DEDUCTIONS

1. The Board shall make payroll deductions as individually authorized by the employees in writing, for the following and any other programs jointly approved by the Association and the Board:
 - a. Association dues
 - b. Credit union
 - c. Tax sheltered annuities
 - d. MESSA and MEA Financial Services options and Blue Cross/Blue Shield
 - e. Other deductions mutually agreed to by the Board and the Association.
2. Authorized deductions shall be made monthly for nine months beginning with the second paycheck in September and ending in May of each year and the Board agrees to promptly and monthly remit to the Association treasurer all monies due the Association so deducted, accompanied by a list of employees from whom such deductions have been made.
3. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert pressure on or discriminate against an employee as regards such matters.

Membership in the Association is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receive equal benefits.

Association membership is best dealt with by the Association. It is not the role of a public employer to compel Association membership or to assume Association recruitment activities. Representation of the employees has been voluntarily assumed by the Association and it alone must bear the burdens of a membership Association. The Association is required by law, and under this Agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Association.

It has been argued that it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement. It has also been argued that employees should not be required to make a monetary contribution to obtain or hold a position at Lakeview.

In order to effect compromise for the benefit of the school district, the Association, employees and students, the following agreements are made:

A. The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees. Association members and non-Association members, fairly and equally, and all employees in the unit will be required to pay, as

provided in this Article, their proportionate share of the costs of representation by the Association for services rendered by way of collective bargaining, contract administration, an grievance adjustment. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association's constitution and by-laws. No employee shall be denied Association membership because of race, creed, color or sex.

B. Any employee who chooses not to join the Association (except those employees who are not members of the Association on this date of the signing of this Agreement), and who is covered by the terms of this collective bargaining agreement shall, however, be required to pay either to the Association or to the James Kos Memorial Scholarship-Loan Fund, directly or by payroll deduction, an amount of money to defray the costs in connection with the Association's legal obligations and responsibilities as the exclusive bargaining agent of the employees covered by this Agreement, equal to that paid by other employees in the bargaining unit who are not members of the Association, which shall be limited to an amount equal to the initiation fee uniformly required for membership in the Association, and a monthly service fee equal to monthly dues (LESFA and MESFA).

- C. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees thirty-one (31) days following the date of employment.
- D. If any employee to whom the foregoing provisions apply fails to comply therewith and the Association certifies such fact to the Board and requests it to institute dismissal proceedings, the Board shall give such employee notice that his employment will not be continued after the end of the current school year.
- E. In the event that the Board, acting on the request of the Association, discharges or attempts to discharge an employee for failure to comply with these provisions, the Association shall provide the counsel and assume all costs and liabilities of whatever nature incurred by the Board in connection with such proceedings.
- F. The Association agrees to protect and save the Board harmless from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.

ARTICLE V
COMPENSATION

1. The salaries for employees shall be set forth in Appendix A of this Agreement. Movement on any salary schedule will occur each July 1st, providing the employee has been employed in the system at least six (6) months. Full experience credit will be given employees moving from clerical aide to secretary, or secretary to bookkeeper, or custodian to custodian/maintenance. Any other employee shall be credited with up to five (5) years experience on the salary schedule of the new position when transferring to a new classification.
2. An employee using his/her personal vehicle at the request of the District shall be compensated at the rate of twenty-one (\$21) cents per mile.
3. An employee engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiations, including arbitration, at the request of the Board shall be released from regular duties without loss of salary. The salary of a substitute employee, if any, will be shared jointly by the Board of Education and the Association.
4. All extra trips requiring a certified bus driver will be offered by posting on the bus drivers' bulletin board on the basis of bus drivers' seniority list. If a bus driver refuses an extra trip on a list his name goes to the bottom

of that list. If all bus drivers refuse the trip it will be given to the least senior bus driver. A bus driver cannot be offered an extra bus trip on a list until all bus drivers have been offered a trip on that list. Records will be kept of trips offered and which drivers have accepted and which drivers have refused them.

The deadline for signing for extra runs will be 2:00 P.M. the night before the run. Whenever there is less than a morning and night observance period the supervisor will use the bus radio to further notify the drivers.

5. An employee who normally works less than a full year may at his option select to have his pay distributed over the full year.

6. Full-time secretaries are only required to report one day during Christmas recess and one day during spring recess and they shall be paid for each day's work only.

7. A. An employee, regardless of skill, if asked to do other than his regular work, is expected to help until such work is done, provided, however, all overtime work will be assigned and rotated on an equitable basis. The past practice as applies to custodial/maintenance employees will be maintained. Overtime work will be held to a minimum consistent with good operation. Once an employee has accumulated 10 hours of overtime during a pay period, he will not be offered overtime until all other employees capable of

performing the duties required have been asked and have declined.

B. In the case of an employee being replaced due to a vacation or illness, the replacement will be selected based on building seniority disregarding the layoff status of other employees providing the assignment is for 10 days or less. If no one in the building elects to take the assignment, system seniority will be used.

8. Upon leaving school employment, an employee with 15 years' service or more, or upon retirement at age 62 or older, shall be paid for all unused sick days at the rate of \$10.00, or one-half (1/2) of his/hor dally wages (whichever is less).

9. Employees who work the majority of their shift after three (3) p.m. shall be granted a five (5) cent per hour night premium. Night premium pay shall only apply when the aforementioned condition exists.

10. Bus drivers shall receive \$4.00 per hour for delays due to mechanical failure and/or weather conditions as certified by the Bus Supervisor.

11. Each full-time bus driver will be furnished with a winter jacket once every three (3) years. Old jackets must be returned before a replacement is issued. Upon termination of employment, jacket must be turned in before the final paycheck is received. Custodians, maintenance employees and cooks will be provided with three uniforms per year.

12. The Board of Education will pay each driver twenty-five dollars (\$25.00) upon renewal of their appropriate license.

ARTICLE VI

VACANCIES AND PROMOTIONS

1. The Board shall inform the President of the Association in writing of vacancies occurring as to bargaining unit positions with a job description and needed qualifications as detailed as possible and agrees to post known vacancies in all buildings and send notices to all laid off employees. Such vacancies shall be posted for 15 days prior to filling the job, but with concurrence of the association president (or designee), can be posted for 48 hours. Any employee can apply for a posted vacancy and consideration will be given by ability, qualifications, seniority and skill. If the Board determines that two employees applying for the position are equal in skill, ability and qualifications, the employee with the greatest district seniority shall be appointed to the position.
2. Whenever an employee is interested in being considered for assignment to any position in the District, he/she may file a written notice of his/her interest with the Superintendent. Before any such vacancy is filled, the qualifications of each employee who has filed a notice of interest therein shall be reviewed. Such interest must be renewed annually.
3. Vacancies will first be filled by the Board from the unit provided the applicant is qualified (meaning meeting the minimum qualification necessary to perform the tasks of the open position). If two or more members of the unit apply

for the position and are equal (qualifications to include skills and ability) the position shall be awarded to the person with greater district seniority. The Board shall make the determination of equality of qualifications (qualifications to include skill and ability) as listed in the position posting.

4. For purpose of transfer, qualified shall mean meeting the minimum qualifications necessary to perform the tasks as listed in the job posting. For purpose of transfer, preference shall be given to employees within classification above other employees within the bargaining unit, laid off employees or new hires.

5. In the event of job change in or transfer from one classification to another, the bargaining unit Member shall be given a forty (40) workday trial in which to show his/her ability to perform on the new job. The Board shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Board's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

6. All applicants for a position will be informed which of them has been selected for the position.

7. A vacancy shall be defined as any position either newly created or a position that is not filled.

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8. Whenever vacancies occur during the summer months when some employees do not regularly work, the Board will send notices of vacancies to those employees who have indicated by registration with the superintendent an interest in a particular vacancy should it occur. At the same time notice will be sent to the Association listing the names of employees to whom notices were sent.

9. Nothing herein shall be construed as requiring the Board to fill vacancies.

ARTICLE VII

TRANSFERS

1. The parties agree that transfers of employees are to be minimized and avoided whenever possible.
2. When a position is eliminated and is later reinstated, the employee transferred out of that position shall be offered the job before it is posted.
3. Any employee who is transferred to a supervisory or executive position and shall later return to employee status, shall be entitled to retain such rights as he may have under the Agreement prior to such transfer to supervisory or executive status.
4. Any employee asked by a supervisor to temporarily assume the responsibilities and duties of another employee for more than three (3) consecutive days, he/she shall receive the rate of pay at their present step in the higher classification for all hours worked thereafter in that classification.
5. For transfers, preference shall be given to those bargaining unit members currently working within the classification in which the vacancy exists over those bargaining unit members working outside of the affected classification. For the purpose of this provision, the bookkeeper shall be considered within the secretary classification, and custodians and custodial/maintenance shall be considered the same classification.

ARTICLE VIII

EMPLOYEE FILES

1. Each employee shall have the right, upon request, to review the contents of his own personnel file maintained by the school system. The review will be made in the presence of the administrator responsible for the safe keeping of the file. Privileged information such as confidential 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 employee. A representative of the Association may, at the employee's request, accompany the employee in this review. A written statement, for inclusion in the personnel files, may then be made by the employee.
2. No material of an evaluative nature or written complaint shall be placed in an employee's file without first being presented to the employee to read. The employee shall be given a copy of all such material and will be asked to sign the Board copy indicating that he/she read it. The employee will have the right to attach a statement of remarks or other information which he feels is pertinent to the evaluation. This statement will be attached to the Board copy of the evaluation which remains in the employee's file.
3. Any material agreed by the Board and Association to be factually in error shall be corrected or expunged from the file.

4. All employees will be evaluated in writing at least once every two years.
5. Evaluations of employees by the Supervisor will be based on observed work performed and/or results of work performance of the employee.
6. The content of any evaluation is not subject to the grievance procedure.

ARTICLE IX
LEAVE PAY

1. All employees will be granted one (1) sick leave day per month for each month worked with the unused portion being accumulated on an unlimited basis. Sick leave is to be used when the employee is unable to work because of personal sickness, accident or disability. Sick days which an employee has accumulated up to the previous maximum before the establishment of this agreement will be retained.
2. Absence from duty not to exceed three (3) days per year shall be granted after application has been made or notice given for illness in the immediate family. These days will be deducted from the sick leave accumulation. The Superintendent shall have discretionary powers in interpretation of this section.
3. Up to five days bereavement leave will be allowed each employee for a death in the immediate family. (Immediate family shall be interpreted as: father, mother, wife, husband, child, brother, sister, member of the household, or dependent of employee.) These days shall be deducted from sick leave accumulation. Up to three (3) days per incident shall be provided, for in-laws (mother, father, brother, sister, son and daughter) grandparents and grandchildren.
4. Personal leave is included in the granting of sick leave above. Up to two (2) days per year may be used for personal business providing that:
 - a. The business is necessary and urgent.

- b. The business cannot be transacted at a time other than during working hours.
- c. Permission has been granted by the Superintendent of Schools.
- d. 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 for with the Lakeview Community Schools.
5. A record of accumulated leave days will be maintained at the school offices and made available for inspection during business hours.
6. Absence due to an injury incurred in the course of the employee's employment and covered by Worker's Compensation shall not be charged against the employee's sick leave but sick leave shall not accumulate during the time the employee is placed on a Worker's Compensation leave.
7. No regular employee shall forfeit accumulated leave days during approved leave of absence periods. However, the employee shall not be eligible to accrue or use sick and emergency leave while on leave of absence.
8. All employees will be paid regular salary minus jury duty pay for jury duty days and no personal or sick leave days will be deducted.
9. Up to six (6) days may be taken by designated individual for Association business approved by the Association and duly
- delegated to these individuals. Costs for substitutes, if any, will be covered by the Association. This does not count against the individual's personal leave. Notice of intent to use an Association business day shall be given to the Superintendent at least three (3) days in advance.
10. Sick days will not be deducted when a person is subpoenaed to testify in court (unless a personal matter) but witness fees, if any, will be returned to the school district.
11. Female employees shall be eligible to the use of accumulated sick leave for childbirth. To receive sick leave benefits, the employee must perform all duties until physically disabled and return to service as soon as she is physically able to perform all duties. The Board may require medical verification prior to commencing and returning from such leave.

ARTICLE X

UNPAID LEAVES OF ABSENCE

1. Unless otherwise specified in this Agreement, a leave of absence when granted by the Board of Education shall:
 - a. Entitle the employee to return to employment in the same position 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 schedule for the time away from actual employment prearranged with the Superintendent of Schools.
 - d. Not entitle the employee to any school system subsidization of insurance premiums, retirement payments or unemployment compensation.
 - e. All leaves granted under Article X shall be without pay.
 - f. Not entitle an employee to accrue seniority.
2. 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 a period of one (1) school year. The time period is subject to renewal at the request of the employee following written request by the employee. Requests must be made before termination of the leave and shall not exceed one (1) year for each renewal.

3. Any employee whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for one (1) year, subject to renewal at the request of the employee. Upon return from such leave, an employee shall be assigned to the same position, or a substantially equivalent position, if either are available, provided always that the employee is able to perform the duties required by the position. The Board may require medical verification prior to commencing and returning from such leave.
4. Employees will be granted a leave of absence upon entry into the armed forces, or for voluntary service duty during a declared national emergency. Employees returning from this military leave shall be given reemployment 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.
 - A. The Board shall, upon request, grant a leave of absence for the purpose of child care not to exceed one year. The request for this leave must be in writing and specifying the expected date of birth certified by a physician. The employee should make this request forty-five (45) days prior to the expected date of birth.
 - B. An employee shall, upon request, be granted a child care leave without pay. This leave may begin at the

time when the employee is physically unable to work. The duration of the leave shall be one (1) year, renewable at the discretion of the Board. Any employee wishing to avail of the child care leave must make application at least forty-five (45) days before the expected date of birth.

6. An employee shall, upon request, be granted a child care leave. The duration of the leave shall be one (1) year, renewal at the discretion of the Board.

7. Employees who have been employed by the Board may be granted an Educational Leave for up to one (1) year. It is agreed that said leave includes, but is not limited to, attending a college, university or other educational institution, and serving as an officer in the Michigan Educational Support Personnel Association or the National Educational Association.

8. Employees on Educational Leave shall be allowed one-half (1/2) year 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 seniority shall accrue.

ARTICLE XI

HOLIDAYS AND VACATIONS

1. Holidays

A. Bus drivers shall receive the following holiday pay:

Thanksgiving Day beginning 1990-91

Day after Thanksgiving Day beginning 1991-92

B. All other employees shall have the following days off with pay: Labor Day

Thanksgiving

Day after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's

New Year's Day

Good Friday (if school is not in session)

Memorial Day

Independence Day (if such holiday falls within the employees scheduled work period)

C. If an employee is on vacation on any of the above-named holidays, the day shall be counted as a holiday and not as a vacation. (See Hours and Assignments - Compensable Time Provisions.)

D. Bus drivers and aides and cooks who work 25 or more hours per week shall be guaranteed pay for 180 days. In the event of a major catastrophe affecting the work to be done, this requirement may be waived.

(No more than two (2) employees in any one classification will be on vacation at any one time.)

The Administration reserves the right to schedule vacation time for all employee classifications during the week which corresponds with July 4.

- F. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive, at their request, any unused vacation allowance at their current rate of pay, pro rata.
- G. Employees other than aides, cooks, and bus drivers, who would otherwise be entitled to vacation with pay but who work less than 52 weeks per year shall have their vacations pro-rated.

2. Vacations

A. Bus drivers, aides and cooks shall not receive vacation leave with pay.

B. All other employees shall be allowed vacation leave with pay as follows:

After one year continuous service - 10 days

After eight years continuous service - 15 days

After fifteen years continuous service - 20 days

C. Vacation credits shall not accumulate without written permission from the superintendent.

D. Absence on account of sickness, injury, or disability in excess of that herein authorized for such purpose may be charged against vacation credit, at the option of the employee.

E. Vacations shall be scheduled by mutual agreement between administration and all employees. Where mutual agreement cannot be reached, the administration shall offer available vacation periods to all employees in descending order according to their district-wide seniority.

The Administration will offer vacation posting periods during

January 1 to March 31

April 1 to June 30

July 1 to September 30

October 1 to December 31

ARTICLE XII

GRIEVANCE PROCEDURE

1. Definition: A "grievance" is hereby defined as a claim by an employee, group of employees, or the Association, that there has been a violation, misinterpretation, misapplication of any provision of this Agreement.
2. Purpose: This grievance procedure affords the sole and exclusive remedy for grievance complaints under the Agreement. Nothing contained herein shall be construed as limiting the right of an employee with or without a grievance to discuss a problem or concern with an appropriate member of the administration, or for an administrator to discuss a problem or concern with an appropriate representative of the Association.
3. Limitation: No grievances shall be made, filed or processed based on facts or events which have occurred and/or become known to the grievant(s) prior to ten (10) days excluding weekends and holidays, before the grievance is filed, or reasonably should have been known. Time limit may be extended by mutual consent.
4. Procedure: Grievances shall be processed from one step to the next in the grievance procedure within the 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.

5. Initiation: Any formal grievance process will be initiated by the filing in and signing of the Grievance Report Form, Appendix D and available from duly authorized personnel of the Association and the Board.

STEP 1: The Association, any employee or group of employees, believing there is a grievance as defined in "1" above, shall initiate the grievance as provided in "5" if it does not exceed the limitations of "3". A meeting will be set up within five (5) days to seek formal adjustment of same with the building principal, bus supervisor, cafeteria manager, or the central office manager. The representative of the Board shall indicate his/her disposition in writing within five (5) days of the meeting and shall furnish a copy to the grievant and the Association.

STEP 2: In the event the matter is not resolved under Step 1, the grievance shall be submitted to the Superintendent of Schools within five (5) calendar days, excluding weekends and holidays, of receipt of the written disposition issued at Step 1. Within five (5) calendar days, excluding weekends and holidays, of the filing at Step 2, a meeting will be held to resolve the grievance. Within five (5) days of the meeting the Superintendent shall issue his written disposition of the grievance.

STEP 3: If the decision rendered at Step 3 is not an

acceptable resolution of the grievance the aggrieved party may within ten (10) days excluding weekends and holidays appeal the grievance in writing to the American Arbitration Association. Notice of the filing for arbitration shall be sent simultaneously to the American Arbitration Association and the Board. Lack of notice being sent within the ten (10) day period shall indicate abandonment of the grievance. The rules of the American Arbitration Association shall apply to all further proceedings on the grievance.

6. The arbitrator selected shall confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) 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 parties, if mutually agreeable, may choose expedited arbitration in lieu of the normal proceedings.

7. 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/or section(s) of this Agreement have been violated and, if so, providing for an appropriate and just remedy for the violation. The arbitrator shall not usurp the functions of the Board of Education or the Association.

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or the proper exercise of its judgement under law and this Agreement. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding on all parties.

8. The arbitrator's fees and other expenses of arbitration shall be divided equally between the parties. Each party shall bear its own expense in connection therewith. Any employee needed to testify at the proceedings shall be given release time for the amount of time required for his testimony; provided, such release time does not unreasonably interfere with school operations, but without compensation except as may be paid by the party calling the employee or by made up time.

9. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times and intervals and in a manner as not to interfere with work of employees.

10. The Association may initiate a grievance directly at Step 2 when either of the following conditions apply:

A. A grievance involves a group of employees or an issue which applies to the unit as a whole, or,

B. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor.

11. Grievances involving an appeal of discharge or suspension shall be initiated directly to Level 2 within ten (10)

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ARTICLE XIII
NO INTERRUPTION OF EDUCATION

calendar days, excluding weekends and holidays, of receipt of written notice as provided above.

12. A grievance may be withdrawn at any level without establishing a precedent.
13. The number of days indicated at each level above should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representatives of each party.
14. All available information in the form maintained by the Board necessary for the determination and processing of any grievance shall be provided by the administrator for the maintaining of that information upon request to the parties involved in the grievance. This provision is not intended to preclude presentation of evidence at arbitration.
15. The term "days" as used in this article shall refer to weekdays excluding Saturday, Sunday and holidays.

The Association recognizes that strikes by public employees 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 without interruption of the school. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, or participate in any strike against the Board by any employee or group of employees.

Employees should be aware that discipline and penalties are possible in cases of non-compliance with this Article.

ARTICLE XIV

EMPLOYEE PROTECTION

1. Any case of criminal assault upon an employee which had its inception in a school centered problem shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such an assault, the employee involved may request assistance of the Board in such matter. These requests shall be made in writing to the Superintendent. The Board of Education will provide legal counsel to advise the employee of his rights and obligations with respect to such assault.
2. The Board and Administration will insure that the bus discipline policy shall be adhered to for the maintenance of order on their respective buses. The base radio will be manned when buses are on regular runs. An administrator will be available to assist drivers in cases of serious problems on a bus that makes it impossible for the driver to continue the route in a safe manner. In cases of physical attack on a driver, the bus should be stopped immediately and a call for assistance made to the base station (unless the driver feels he/she can complete route in a safe manner). An administrator will immediately be sent to the aid of the driver. If the driver requests such assistance, the student shall immediately lose the privilege of riding the bus, beginning with the next regularly scheduled run, a complete investigation will be made with the driver having

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the opportunity to be present whenever interviews are conducted regarding the incident.

3. Time lost by an employee in connection with any criminal assault mentioned above not compensable under workman's compensation, and for a period not to exceed nine (9) months at the employee's rate of pay at the time of the criminal assault, shall not be charged against the employee unless he himself is adjudged guilty of an offense by a court of competent jurisdiction.
4. The Board will reimburse the employee for loss, damage or destruction of personal property which was used on school premises, when such property is needed or used in the normal work of the employee, when such property is registered with the immediate supervisor in written form, and when the loss, damage or destruction is not the result of the employee's negligence, not to exceed \$500.00.
5. Bus drivers are expected to use their individual discretion in avoiding possible hazardous situations on their routes, but it is clearly understood that if a disagreement arises regarding an alleged hazard that the supervisor shall make the final decision, assuming no intervening gross negligence on the part of the driver.
6. An employee who considers a working condition hazardous shall immediately report it to his supervisor.
7. Before any meeting is called from which disciplinary action may result, the employee shall be notified and shall be entitled to have present a representative of the

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Association. If an association representative is requested to be present, no longer than two (2) working days may lapse before such meeting is held. In no event shall the administration be restricted from taking such protective action as the administration may determine to be necessary to protect the rights of students and others.

8. No non-probationary employee shall be disciplined, reduced in rank or compensation by the Board or its designee without just cause. Reduction in hours as per Article XVIII (Hours and Assignments), Section 2 shall be considered just cause for reduction in compensation.

ARTICLE XV

SENIORITY AND THE REDUCTION OF PERSONNEL

1. A copy of the complete seniority list showing district seniority and classification seniority for the members of the bargaining unit will be maintained at the school offices and made available for inspection during business hours, and a copy will be provided for the Association on or before June 1 of each year. Such list shall include all individuals who hold seniority as a result of this Agreement.

2. In the event that more than one individual has the same seniority date, position on the seniority list will be determined by lot.

3. Seniority shall date from an employee's most recent starting date of employment by the school district.

An employee's seniority shall entitle him only to such rights as are expressly provided in this contract.

4. A. Persons hired under a state or federally funded program for a job of limited duration or special non-continuing project or students hired for subsidized programs shall not fully or partially replace regular employees or perform work or services normally performed by regular employees. If these persons are later hired as regular employees they shall accrue seniority rights effective from the date of hire as a regular employee. These persons shall not receive pay

or benefits higher than regular employees performing similar work unless special skills are needed.

B. Notwithstanding the above, Federal or State Funded Program employees shall be treated as regular employees with respect to wages, fringe benefits, and all other contractual rights except seniority.

Federal or State Program employees shall accrue seniority only if later hired as a regular employee and with a seniority date effective with their date of hire as a Federal or State Program employee.

5. A. District seniority is the length of an employee's service from his most recent starting date of employment by this school district. Classification seniority shall be measured from the date an employee first worked or was transferred into the classification.

In the event an employee is assigned to two or more classifications concurrently (e.g. bus driver/aide, bus driver/custodian, etc.) classification seniority shall accrue only in the classification where the majority of the work hours take place. The pay for such employee assigned to two or more classifications shall be prorated based on the hours worked in each classification. The employee's pay shall be based on years experience at each classification.

B. Effective July 1, 1983, employees who work less than two (2) hours per day shall accrue one quarter (1/4) seniority; employees who work more than two (2) but less than four (4) hours per day shall accrue one half (1/2) seniority; employees who work four (4) or more hours per day shall accrue full seniority.

All seniority accumulated until July 1, 1983, shall remain unchanged.

6. In the event of a necessary reduction in the working force due to decreased student enrollment or change in student day, or shortage of revenues, or change in work system as per Article XVIII (Section 14), within an affected classification, first substitute employees shall be laid off, then probationary employees, and then regular employees according to their seniority within the classification. If an employee has been within the classification five (5) years or more, then the employee may exercise his district seniority to remain working in the classification. For the purposes of this provision, the bookkeeper shall be considered in the secretary classification.

Any laid-off employee wishing to exercise district seniority to remain working must exercise this right within two (2) calendar weeks of the effective date of the layoff. Newly hired full-time employees and part-time employees shall serve a probationary period of six (6) continuous calendar weeks, uninterrupted by any type of service break, during which time they will be termed "probationary

employees." Probationary employees' service with the school district may be terminated at any time by the Board in its sole discretion and neither the employee so terminated nor the Association shall have recourse to the grievance procedure over such termination.

During the probationary period an employee who desires the employee negotiated fringe benefits may pay for them at the group rate until such time as this probationary period has ended when they will be paid for by the Board.

8. An employee promoted or transferred from a job classification in the bargaining unit, either before or after certification of the Association, to a supervisory position shall retain the seniority he had at the time of such promotion or transfer and shall continue to accumulate seniority while he is in such supervisory position for a period of one (1) year. Such employee shall have a right to return to the bargaining unit and be placed on the job to which his seniority would entitle him if his employment with the district has remained unbroken.

9. A laid-off employee with no position available within his/her classification shall have the right to bump the least senior employee in another classification provided he/she has greater district seniority than the employee being bumped and meets the minimum qualifications (as compared to the qualifications for new hire).

If there is a dispute over qualification, the grievance procedure is the proper remedy for relief.

Any employee bumping under the terms of this provision shall, in the new classification:

A. Take up to five (5) years district seniority into the new classification.

B. Be placed on the pay scale appropriate to his/her seniority in the new classification.

C. Shall serve a 12 weeks' trial period with the understanding that within this trial period or at the end of the trial period the individual has the right to return to lay-off status without loss of recall rights to other positions. Further, the Board has the right to return the individual to lay-off status if the individual is not able to perform the duties of the new position. The Board or agent of the Board will provide the individual with a written evaluation if the individual is to be returned to lay-off status.

10. Employees on lay-off shall accrue seniority during lay-off for a maximum period of one (1) year.

11. If a senior employee is laid off and declines to exercise his district seniority to remain working in a classification which he can perform and where work is available, he shall remain off work until recalled to his classification. Laid off employees will be recalled on the basis of seniority. The most senior laid off employee within a classification being recalled will be recalled first. A laid off senior employee, if recalled to a job similar in work content and

ARTICLE XVI

MISCELLANEOUS PROVISIONS

at an identical or higher number of hours to the job from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

12. Notices of recall shall be sent by certified or registered mail or telegram to the last known address as shown on the district's records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given at least five (5) calendar days notice excluding Saturdays and Sundays to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period.

13. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the district may be employed at other work on a job that is operating in the district and which he can do without regard to any seniority provisions in this Agreement.

14. An employee will lose seniority if he/she quits or is discharged for just cause, or fails to return from a recall or retires.

15. In no case shall a new employee be employed by the Board while there are other employees who are laid off, and who are qualified for the vacant position.

16. An employee that has been released because of staff reduction shall, if he desires, have priority on the substitute list, according to seniority.

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1. The Association shall be provided bulletin board space for the posting of Association notices and other materials and shall be entitled to use the school messenger service when the same is otherwise in service (in other words, no special service for the Association).

2. 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 regular class hours. Prior notification of intent to hold a meeting shall be given and the Director of Community Education shall designate the room in which the meeting is to be held.

The Association shall have the right at reasonable times and intervals the use of school office equipment including but not limited to typewriters, mimeographing machine, other duplicating equipment, calculating machines and all types of audio-visual equipment. Such use may be limited under reasonable rules and regulations generally applicable to use of such equipment by other than regular school operating personnel. The Association shall pay for the cost of all materials and supplies used in conducting Association business.

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3. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times and intervals and in a manner as not to interfere with normal operations and the work duties of employees.

4. All rights as to building and equipment usage are lost to the Association during times of a work stoppage.

5. If any provision of this Agreement or any application of the Agreement to any employee 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 provisions contained in this Agreement.

6. Matters which the Association wishes to be brought to the Board of Education for consideration shall be placed on the agenda in accordance with the rules and regulations of the Board as the same may from time to time exist as to agenda scheduling.

7. On those days when snow, sleet, or other such hazards, as determined by the Superintendent, necessitate the closing of schools, employees will not be required to report, and they will be paid for those days. To the extent that such days may not be counted as days of pupil instruction due to law or regulations, these days will be made up without any additional compensation. If the supervisor notifies employees that they are required to report to work, they will be compensated with equal vacation time mutually agreeable to the employee and their supervisor.

ARTICLE XVII
INSURANCE

1. A. For employees who work 25 hours a week or more, the Board shall provide, without cost to the employee, MESSA Super Care 1 for a full twelve (12) month period for the employee and his/her entire family and any other eligible dependents as defined by MESSA. An open enrollment period shall be provided whenever premium subsidy amounts change for the group. The Board will pay the \$50.00 and \$100.00 deductibles through a medical reimbursement plan in September.

B. Employees working twenty-five (25) hours per week or more, not electing health insurance coverage through the school, shall receive \$100.00 per month (single subscriber rate) for a full twelve (12) month period, to be applied toward a MEFSA Tax Deferred Annuity or other IRS approved designated tax deferred annuities, or any MESSA non-taxable Fixed Option Program as determined by the group. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group. The Board shall provide each employee working less than twenty-five (25) hours per week, not electing health insurance coverage through the school.

\$50.00 per month for a full twelve (12) month period, to be applied toward a MEFSA Tax Deferred Annuity or other IRS approved designated tax deferred annuities, or any MESSA non-taxable Fixed Option Program as determined by the group. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.

C. For all other employees, the Board shall provide without cost to the employee, for a full 12-month period, MESSA Vision Service Plan 2, Delta Dental Plan (B/03) 60/50/50 for all employees and their eligible dependents as defined by MESSA.

~~2. On those days when snow, sleet, or other such hazards, as determined by the Superintendent, necessitate the closing of schools, employees will not be required to report, and they will be paid for those days. To the extent that such days may not be counted as days of pupil instruction due to law or regulations, these days will be made up without any additional compensation. If the supervisor notifies employees that they are required to report to work, they will be compensated with equal vacation time mutually agreeable to the employee and their supervisor.~~

ARTICLE XVIII
HOURS AND ASSIGNMENTS

1. The work week shall be Monday through Friday.
2. A. The normal work week for custodians, custodians/maintenance and secretaries will be 8 hours per day and forty (40) hours per week; for cooks will be 7 hours per day, 35 hours per week; for aides will be student hours per day, student hours per week. Bus driver hours are those hours normally required to run their routes and return their busses to where they were normally parked. During the summer, Christmas and spring when school is not in session, the hours will normally be 7:00 a.m. to 3:30 p.m. This time will include a 30 minutes uninterrupted, duty free, unpaid lunch period.
When school is in session, the first shift employees will work 7:00 a.m. to 3:30 p.m. The second shift employees will work from 3:00 p.m. to 11:30 p.m.

These hours may be altered at the discretion of the supervisor.

B. In the event of a necessary reduction due to decreased student enrollment, change in student day, or change in work system as per Article XVIII (Section 14), or shortage of revenues, hours may

be decreased to .875 (87.5%) of the normal work week hours for custodians, custodian/maintenance, secretaries and cooks. Aides hours shall not be reduced below twenty-five (25) hours per week.

There shall be no reduction in hours below the above rate except that one (1) position in each classification may be reduced below these levels.

C. If an employee's hours are reduced and there are other positions within the classification with more hours, the employee may exercise seniority rights to bump into a job with more hours within the classification. For the purposes of this provision, the bookkeeper shall not be considered within the secretary classification.

D. Employees required to work shifts at different buildings shall be reimbursed at the rate of twenty-one (\$.21) per mile for the round trip between the buildings (if personal vehicle is used).

E. Any employee whose hours are reduced to a level they find unacceptable may choose to take an unpaid leave of absence as outlined in Section 1, Article X. During the first year of the unpaid leave of absence seniority shall accrue.

3. Each employee working over four (4) hours per day shall receive an uninterrupted, duty free lunch period of thirty (30) minutes. With the approval of that employee's

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supervisor the employee may elect to work through his lunch period and leave work one-half hour early.

4. Each employee shall receive one ten (10) minute break for every four hour period worked. The rest break will be scheduled with the employee's supervisor.

5. Employees shall be allowed to leave their buildings and/or work stations during their lunch periods and shall be allowed to leave work station during rest periods.

6. Employees shall give notice of absence as soon as possible to his supervisor.

7. Employees who do not work in the summer months will be notified of the date they are to return for the next school year within a reasonable time following the adoption of the school calendar.

8. Employees will be offered overtime work, which may include Saturday, Sunday and holiday hours, on the basis of seniority with buildings. Overtime shall be equalized among qualified employees in each job classification within each building. Hours worked over forty hours per week, will be compensated at time and one-half or an equivalent time and one-half off within the pay period at the discretion of the Superintendent. Compensable time will be taken at a mutually agreed upon time and if not agreed, at the end of the pay period.

9. An employee who is requested to report for work on an unscheduled day and who does report shall be provided with a minimum of two (2) hours work, Saturday, Sunday and non-

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mutually agreed upon, or until a qualified substitute teacher arrives.

school day building inspections will not carry premium pay or call-in pay.

10. All employees shall be issued the supplies, materials, tools and equipment necessary to complete assigned duties.

11. The Board of Education shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

12. When additional summer work is required excluding student positions and funded programs, school year employees, provided they are qualified, will be given the first opportunity to work. Selection shall be based on seniority.

13. On days listed as "no school" on the school year calendar, custodians, custodian/maintenance and secretaries shall work if work is scheduled. Said scheduled work shall be divided on an equitable basis by classification.

If no work is scheduled, and if the employee wishes, he/she may schedule a vacation day, otherwise it shall be considered a day off without pay.

14. The Board reserves the right to explore and implement work systems that may modify present job descriptions and work routine, but such modifications shall not result in the hiring of personnel not already in the bargaining unit (unless additional employees are needed) and shall be subject to all other language found in Article XVIII and Article XV.

15. Teacher Aides and Library Aides shall not be responsible for supervising students during a teacher's absence, unless

ARTICLE XIX

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of July 1, 1990, and shall continue in full force and effect until the 30th day of June 1993. 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 executed this Agreement by their duly authorized representatives

BOARD OF EDUCATION
LAKEVIEW COMMUNITY SCHOOLS

By: Kenneth Radin
(Board President)

and by: Elin Ann Carlson
(Board Secretary)

LAKEVIEW EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, an
affiliate of the Michigan
Educational Support Personnel
Association and the National
Educational Association.

By: Russ Carlson
(LESPEA President)

and by: Heidi A. Matthews
(LESPEA Secretary)

APPENDIX A

	COOK			CUSTODIAN		
	1990-91	1991-92	1992-93	1990-91	1991-92	1992-93
Probationary	6.08	6.38	6.70	7.27	7.63	8.01
1	6.33	6.65	6.98	7.83	8.22	8.63
2	6.52	6.85	7.19	8.33	8.80	9.24
3	6.77	7.11	7.47	8.72	9.16	9.62
4	7.12	7.48	7.85	9.21	9.67	10.13
5	7.49	7.86	8.25	9.57	10.05	10.53
6	7.88	8.27	8.68	9.94	10.44	10.96

	AIDE			CUSTODIAN/MAINTENANCE		
	1990-91	1991-92	1992-93	1990-91	1991-92	1992-93
Probationary	6.08	6.38	6.70	8.55	8.98	9.43
1	6.16	6.47	6.79	9.28	9.74	10.23
2	6.34	6.66	6.99	9.85	10.34	10.86
3	6.59	6.92	7.27	10.49	11.01	11.54
4	6.92	7.27	7.63	11.03	11.63	12.21
5	7.32	7.69	8.07	11.53	12.11	12.72
6	7.69	8.07	8.47	12.05	12.65	13.28

SECRETARY

	1990-91	1991-92	1992-93
Probationary	6.93	7.47	8.01
1	7.49	8.06	8.63
2	7.80	8.52	9.24
3	8.09	8.85	9.61
4	8.56	9.33	10.15
5	8.85	9.70	10.55
6	9.30	10.13	10.96

BUS DRIVERS

	REGULAR			KINDERGARTEN/SHUTTLE		
	1990-91	1991-92	1992-93	1990-91	1991-92	1992-93
1	4779	5018	5269	2443	2565	2693
2	4935	5182	5441	2522	2648	2781
3	5138	5395	5665	2624	2755	2893
4	5294	5559	5837	2702	2837	2979
5	5502	5777	6066	2809	2949	3096
6	5658	5941	6238	2885	3029	3180

1. Elementary Library Aid & Middle School Library Aide - additional 10%
2. Middle School Cooks and Truflant Cook - Additional 10 cents per hour.
3. Bus Drivers: Substitute \$10.00 per run.
Extra runs and school tests \$5.65 per hour.

The Board will reimburse for meals and lodging when an extra trip covers respective lunch and/or dinner periods and where lodging is required for overnight trips.

With Receipt	Without Receipt
\$3.25 breakfast	\$2.25 breakfast
\$5.50 lunch	\$4.00 lunch
\$6.50 dinner	\$5.00 dinner

APPENDIX B
1991-92 CALENDAR

MONTH	DATE	EVENTS	STUDENT DAYS	TEACHER DAYS
AUGUST	Monday - 26	Teacher In-Service Day	4	5
	Tuesday - 27	First Student Day		
SEPTEMBER	Monday - 2	No School - Labor Day	20	20 1/3
	Wednesday - 18	School Dismissed at 1:00 p.m. School Improvement 2:00-3:00 p.m.		
OCTOBER	Friday - 25	End of First Marking Period	23	23
	Wednesday - 6	School Dismissed at 1:00 p.m. Parent-Teacher Conferences 6:00-9:00 p.m.	16	17
NOVEMBER	Thursday - 7	No School Parent-Teacher Conferences 1:00-3:00, 6:00-9:00 p.m.		
	Friday - 8	No School		
DECEMBER	Friday - 15	No School		
	Friday - 20	Christmas Break Begins - 3:00 p.m.	15	15
JANUARY	Monday - 6	School Resumes	19	20
	Monday - 20	1st Semester Ends No School - Records Day		
FEBRUARY	Thursday - 27	2nd Semester Begins	19	19 1/3
	Friday - 28	School Dismissed - 1:00 p.m. Parent-Teacher Conferences 2:00-3:00, 6:00-8:00 p.m.		
MARCH	Friday - 27	3rd Marking Period Ends Spring Break Begins - 3:00 p.m.	20	20
	Monday - 6	School Resumes	18	18 1/3
APRIL	Wednesday - 3	School Dismissed at 1:00 p.m. School Improvement 2:00-3:00 p.m.		
	Friday - 17	No School - Good Friday		
MAY	Friday - 22	1:00 student dismissal - teacher work afternoon	20	20
	Monday - 23	No School - Memorial Day		
JUNE	Wednesday - 10	Last day of school	8	9
	Thursday - 11	Teachers Records Day	182	187

APPENDIX B
1990-91 CALENDAR

MONTH	DATE	EVENTS	STUDENT DAYS	TEACHER DAYS
AUGUST	Monday - 27	Teacher In-Service Day	4	5
	Tuesday - 28	First Student Day		
SEPTEMBER	Monday - 3	No School - Labor Day	19	19 1/3
	Wednesday - 19	School Dismissed at 1:00 p.m. School Improvement 2:00-3:00 p.m.		
OCTOBER	Friday - 26	End of First Marking Period	23	23
	Wednesday - 7	School dismissed at 1:00 p.m. Parent-Teacher Conferences 6:00-9:00 p.m.	17	18
NOVEMBER	Thursday - 8	No School Parent-Teacher Conferences 1:00-3:00, 6:00-9:00 p.m.		
	Friday - 9	No School		
DECEMBER	Thursday - 15	No School		
	Friday - 23	No School - Thanksgiving		
JANUARY	Friday - 21	Christmas Break Begins - 3:00 p.m.	15	15
	Wednesday - 2	School Resumes	21	22
FEBRUARY	Monday - 18	1st Semester Ends		
	Monday - 22	No School - Records Day 2nd Semester Begins		
MARCH	Thursday - 28	School Dismissed - 1:00 p.m. Parent-Teacher Conferences 2:00-3:00, 6:00-8:00 p.m.	20	20 1/3
	Friday - 1	No School	15	15
APRIL	Friday - 22	3rd Marking Period Ends Spring Break Begins - 3:00 p.m.	22	22 1/3
	Monday - 1	School Resumes	22	22 1/3
MAY	Wednesday - 10	School Dismissed at 1:00 p.m. School Improvement 2:00-3:00 p.m.		
	Friday - 24	1:00 student dismissal - teacher work afternoon	22	22
JUNE	Monday - 27	No School - Memorial Day		
	Thursday - 6	Last day of school	4	5
Friday - 7	Teacher Records Day	182	187	

APPENDIX B
1992-93 CALENDAR

STUDENT
DAYS

TEACHER
DAYS

APPENDIX C

LAKEVIEW COMMUNITY SCHOOLS
GRIEVANCE PROCEDURE SCHEMATIC

Month/Day	Event	Student Days	Teacher Days	Step 1: Action	Step 2: Action	Step 3: Action	Timeframe
AUGUST							
Monday - 24	Teacher In-Service Day	5	6				
Tuesday - 25	First Student Day						
SEPTEMBER							
Monday - 7	No School - Labor Day	21	21 1/3	Grievance Filed	Meeting with Principal	Principal's Decision Filed	Within 10 School Days
Wednesday - 16	School dismissed at 1:00 p.m. School Improvement 2:00-5:00 p.m.						
OCTOBER							
Friday - 30	End of First Marking Period	22	22	Decision Lodged with Superintendent or Association	Meeting to Resolve, with Superintendent	Written Appeal for Arbitration	Within 5 School Days
NOVEMBER							
Wednesday - 4	School Dismissed at 1:00 p.m. Parent-Teacher Conferences 2:00-5:00 & 6:00-8:00 p.m.	17	18	Meeting to Resolve, with Superintendent	Arbitrator's Conference	Arbitrator's Hearings	Within 5 School Days
Thursday - 5	No School						
Friday - 6	Parent-Teacher Conferences 1:00-5:00, 6:00-9:00 p.m.						
Thursday - 26	No School						
Friday - 27	No School - Thanksgiving						
DECEMBER							
Tuesday - 22	Christmas Break Begins - 3:00 p.m.	16	16	Arbitrator's Decision	Arbitrator's Hearings	Arbitrator's Decision	Promptly
JANUARY							
Monday - 4	School Resumes	19	20				
Friday - 15	1st Semester Ends						
Monday - 18	No School - Records Day						
Tuesday - 19	2nd Semester Begins						
FEBRUARY							
Thursday - 25	School Dismissed - 1:00 p.m. Parent-Teacher Conferences 2:00-5:00, 6:00-8:00 p.m.	19	19 1/3				
Friday - 26	No School						
MARCH							
Friday - 19	3rd Marking Period Ends	20	20				
Friday - 26	Spring Break Begins - 3:00 p.m.						
APRIL							
Monday - 5	School Resumes	19	19 1/3				
Wednesday - 7	School Dismissed at 1:00 p.m. School Improvement 2:00-5:00 p.m.						
Friday - 9	No School - Good Friday						
MAY							
Friday - 23	1:00 student dismissal - teacher work afternoon	20	20				
Monday - 31	No School - Memorial Day						
JUNE							
Friday - 4	Last day of school	4	5				
Monday - 7	Teacher Records Day						

APPENDIX D

GRIEVANCE REPORT FORM
LAKEVIEW COMMUNITY SCHOOLS

Grievance # _____

GRIEVANCE REPORT

Submit to Supervisor in Duplicate

Distribution of Form

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

Building	Assignment	Name of Grievant	Date Filled
_____	_____	_____	_____

STEP I

1. Date Cause of Grievance Occurred _____
2. (a) Statement of Grievance _____

(b) Relief Sought _____

3. Disposition by Supervisor _____

4. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP I

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 III

1. Date Submitted to Arbitration _____
2. Disposition & Award of Arbitration _____

Signature _____ Date _____