

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

of the

**LAKEVIEW SCHOOL DISTRICT
CALHOUN COUNTY**

and

LAKEVIEW EDUCATION ASSOCIATION, MEA/NEA

2013-2018

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AGREEMENT

THIS AGREEMENT entered into by and between the Board of Education of LAKEVIEW SCHOOL DISTRICT, hereinafter called the "Board," and LAKEVIEW EDUCATION ASSOCIATION, MEA/NEA, hereinafter called the "Association."

The Board and the Association have completed bargaining and desire to memorialize the agreements reached during those negotiations in this Agreement.

ARTICLE 1 Recognition
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- A. The Board hereby recognizes the Lakeview Education Association, MEA/NEA as the exclusive and sole bargaining representative for the Association. Included in the bargaining unit covered by this Agreement are regular full-time and regular part-time certified teaching personnel employed under regular tenure or probationary contracts as teachers (including alternative education teachers and Michigan School Readiness Teachers), department heads, guidance counselors, driver education instructors, librarians, and coaches, if otherwise in the bargaining unit, employed by the Lakeview School District.

Excluded are superintendent, deputy superintendent, assistant superintendent, business official, principals, assistant principals, guidance and other directors, the high school athletic director, except when filled at the Junior High level by a bargaining unit member, substitute teachers, community adult education teachers, Battle Creek Area Japanese School teachers, summer school teachers (except an otherwise regularly employed bargaining unit member teaching summer school), aides, paraprofessionals, hall and noon period supervisors (except when such duties are scheduled as part of a regular teaching assignment) office and clerical employees, custodial, maintenance, plant and cafeteria employees, and all other employees of the Board or any other employer.

The term "teacher," when used hereinafter in the Agreement, shall refer to all employees represented by the Lakeview Education Association, MEA/NEA as defined above.

- B. The Board agrees not to negotiate with any teachers' organization other than the Lakeview Education Association, MEA/NEA for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and have the grievance adjusted without intervention of the Lakeview Education Association, MEA/NEA, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment.

ARTICLE 2 Board of Education Rights
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- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing, the right to:
- (1) Manage and control its business, its equipment, and its operations.
 - (2) Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 - (3) Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer and determine the size of the work force.
 - (4) Determine the services, programs, and personnel necessary to continue its operation, and to establish standards for such operation.
 - (5) Adopt reasonable rules and regulations pertaining to the operation and administration of the District and to define the descriptions and requirements of all jobs.
 - (6) Determine the qualifications of employees, including the essential job functions of employees.
 - (7) Determine overall goals and objectives as well as all policies affecting the educational program of the District.

- (8) Determine the number and location or relocation of District facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 - (9) Determine the size of the management organization, its functions, authority, amount of supervision and the table organization.
 - (10) Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations.
- B. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- C. The exercise of these powers, rights, authority, duties and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 3 Grievance Procedure
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- A. A claim by a bargaining unit member, group of bargaining unit members, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

The following matters shall be limited to Level Two of the Grievance Procedure:

- (1) The termination of services or non-renewal of any probationary teacher.
- (2) 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.

- B. The Association will designate members to handle grievances and identify those members to the Administration. The Board hereby designates the principal of each building or his/her designee to act as its representative at Level One as hereinafter described and the superintendent or his designee to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which teachers are working during the regular school year, and weekdays (Monday through Friday), excluding holidays, during the summer interim.
- D. A written grievance shall contain the following:
- (1) It shall cite the articles, sections, and sub-sections of the Agreement alleged to have been violated.
 - (2) It shall summarize the facts giving rise to the grievance.
 - (3) It shall contain the date of the alleged violation.
 - (4) It shall specify the relief requested.
 - (5) It shall be signed by the grievant(s) or one of the grievance agents designated by LEA.
- E. Hearing Levels:
- (1) Level One
 - (a) When a bargaining unit member or members or the Association believes a cause for grievance has occurred, such member(s) and the LEA agent shall discuss the grievance with the building principal in an attempt to resolve same. Such discussion shall occur within fifteen (15) days of the occurrence or of the date when the grievant should reasonably be expected to have had knowledge of the event.
 - (b) If no resolution is obtained as a result of the above discussion, the grievance shall be reduced to writing and moved to Level Two within ten (10) days of the discussion.

(c) If the matter being grieved is of such a nature that the principal states in writing that he/she does not have the authority to resolve it or if the matter involves more than one building, or if the parties otherwise mutually agree, the grievance may be initiated at Level Two. Initiation of the grievance at Level Two must, be within twenty-five (25) days of the occurrence or of the date when the grievant should reasonably be expected to have had knowledge of the event.

(2) Level Two

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

(3) Level Three

If the Association is not satisfied with the disposition of the grievance at Level Two or if no disposition has been made within the period above provided at Level Two, the Association may submit the grievance to arbitration before an impartial arbitrator. Any demand for arbitration may only be made by the Association and must be accomplished through the Association serving a Demand for Arbitration upon the Board and the American Arbitration Association within twenty (20) days of the Association's receipt of the Superintendent's answer to the grievance at Level Two. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.

- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising prior to its expiration there under may be processed through the grievance procedure until resolution.
- G. Grievances which are not initiated or appealed within the time limits specified in this Article shall be considered to be withdrawn by the grievant and/or Association unless time limits have been extended in writing by mutual consent of the Association and the Board or its agents.
- H. The remedy for any grievance involving the payment of back pay or other monetary compensation shall not extend back more than three fiscal years from the fiscal year in which the grievance is filed unless the District intentionally withheld the back pay or other monetary compensation from the grievant.

ARTICLE 4 Leaves

A. Sick Leave

- (1) All full-time teachers under contract employed by the Lakeview School District will be allowed ten (10) days sick leave with full pay, per school year. Any full-time new teacher, during his/her first year of employment, who uses his/her full ten (10) days of sick leave, shall be allowed to borrow up to five (5) days from the sick leave to which he/she would be entitled for the following year when seriously ill and confined to home or a hospital and under the care of a medical doctor. Any borrowed days shall be deducted from the first year's teacher's allotment of sick leave at the beginning of the next school year. In the event that the first year teacher does not return to work the following school year, any borrowed days shall be deducted from the sick leave bank.

Required verification of leave shall be in accordance with Article 15 of this Agreement, Health Examinations.

- (2) This sick leave for full-time teachers is cumulative and if not used, carries over to subsequent years and may be used during such subsequent years in full, with the limitation that a teacher may not accumulate such sick leave in excess of two hundred (200) days during any one time.

- (3) All part-time teachers will be allowed ten (10) days sick leave at their part-time rate of pay per school year. Any days which a part-time teacher does not use will accumulate to the nearest half-day for use in subsequent years, and in such subsequent years shall be charged to the nearest half-day when used, except that a one hour part-time teacher shall be charged a half-day of accumulation for each day's absence when using accumulated sick leave.
- (4) Up to ten (10) days of accumulated sick leave each year may be used for care of a serious illness of a spouse, child, parent or any person who permanently resides in the teacher's immediate household. Documentation may be requested. In extenuating circumstances, the Superintendent may allow the teacher to utilize additional sick leave days from the teacher's accumulated sick leave for the above purpose. This determination shall be at the Superintendent's sole discretion.
- (5) For purposes of the Family and Medical Leave Act sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the teacher. This shall apply to:
 - (a) Sick leave which is utilized under this Agreement to care for a family member (child, spouse or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care.
 - (b) Sick leave which is utilized due to a serious health condition which renders the teacher unable to perform the essential functions of his/her job.
- (6) A sick leave bank designed to provide teachers with income protection due to long term major physical or mental disability is established as follows:
 - (a) In each year that the bank falls below 300 days, each teacher will contribute an additional day to the bank. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. In the event the bank becomes depleted, the Board and the Association may, if by mutual consent, assess additional contributions.

- (b) Teachers will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability, and after the expiration of the greater of: (1) the teacher's accumulated sick leave, or (2) a waiting period of sixty (60) work days during the school calendar year.
- (c) The maximum withdrawal by an individual teacher for a single disability shall not exceed 180 sick days.
- (d) When a teacher returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period, unless a six-month period has elapsed since the teacher's return to work. In addition, if a waiting period is interrupted due to a return to work and the teacher is subsequently unable to continue working due to a recurrence of the same disability, the waiting period will be considered uninterrupted.
- (e) Teachers who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Business Office for information regarding the necessary application procedures. Teachers shall, upon request of the Superintendent (or designee), provide medical proof of disability and must be willing to submit to an examination by a physician or psychiatrist/psychologist appointed by the Board, at Board expense.
- (f) Each application for withdrawal from the sick leave bank will be reviewed by the "Sick Leave Bank Review Committee" comprised of three (3) teachers (one from each level) appointed by the Association and two (2) administrators (appointed by the Board). The final decision regarding the granting of sick leave days from the bank shall rest with the Committee.
- (g) The "Sick Leave Bank Review Committee" will be responsible for developing additional provisions or by-laws relative to the operation of the sick leave bank.
- (h) Teachers shall be eligible to draw fractional sick leave bank days when they are concurrently receiving statutory or contractual income protection benefits funded by the District, either directly or through insurance, so long as the total amount of sick leave and income protection benefits does not exceed the teacher's regular gross daily wage.

- (i) Under no circumstances will any probationary teacher be allowed to receive more than ninety (90) sick leave bank days during his/her probationary period.

B. Workers' Compensation Leave

Any teacher who is absent because of an injury or disease sustained or contracted during the course of his/her employment by the Lakeview School District, which is compensable under the Michigan Workers' Disability Compensation Act, shall receive fractional sick leave pay of the difference between the workers' compensation benefit and his/her regular salary for the duration of the illness, but not to exceed seventy-five (75) work days, and this shall not be counted against his/her sick leave as provided under Section A above. However, any fractional differential of sick leave after the seventy-five (75) work day period shall be deductible from the teacher's accumulated sick leave. It is the intent of the parties that an employee receiving Workers' Compensation will receive no more and no less take-home pay than what he/she receives for a regular gross per diem rate, provided that the teacher has sufficient accumulated sick leave to fund the wage differential after the above defined seventy-five (75) work day period.

C. Personal Leave

- (1) Each teacher, not at the top step of the salary schedule, shall be entitled to up to two (2) days of personal leave with pay each year to attend to necessary personal business. Unused personal leave days will be 1) added to the teacher's accumulated sick leave at the conclusion of the school year, 2) will be paid for \$100 for one (1) unused personal business day, or 3) will be paid \$300 for two (2) unused personal leave days. This amount will be remitted on the final payroll in June.

Effective July 1, 2013, those teachers at the top step of the salary schedule, shall be entitled to up to two (2) days of personal leave with pay each year to attend to necessary personal business. Unused personal leave days will be 1) added to the teacher's accumulated sick leave at the conclusion of the school year, 2) will be paid for \$200 for one (1) unused personal business day, or 3) will be paid \$600 for two (2) unused personal leave days. This amount will be remitted on the final payroll in June.

- (2) No more than one (1) personal leave day may be taken on the day preceding or following a holiday or vacation or on the first five (5)

student days and the final ten (10) student days of a school year-- except that emergency leave under these circumstances may be granted when requested of and approved by the Superintendent. The Board has the right to limit the number of teachers utilizing personal leave to no more than seven (7).

- (3) Teachers must give notification not less than forty-eight (48) hours in advance except in extreme emergencies when they must give notification at the earliest possible time personally or by telephone.
- (4) The Superintendent may in his/her sole discretion grant additional emergency leave days without pay subject to the above restrictions and conditions, and the teacher shall provide the reasons for such leave when applying for same.

D. Professional Business Leave

- (1) A teacher shall not be regarded as absent from work during any period while he/she is engaged in professional business related to his/her employment by the District, provided he/she has obtained authorization for such leave from his/her building Principal. Examples of such professional business are: visiting days to other schools, professional conventions, conferences or meetings and speaking engagements involving education. The Principal shall specify in advance whether he/she will approve the reimbursement of all or part or none of the business expenses occasioned by such professional business.
- (2) A teacher who is released under this provision shall direct that any honoraria or remuneration received while on paid professional business leave be paid directly to the District. It is understood that this provision does not apply while a teacher is on unpaid or personal leave. Any amount received by the District in excess of the teacher's per diem rate for the day(s) of professional business leave shall be placed in the building donation account at the facility where the teacher is assigned. The teacher need not surrender reimbursements for expenses involved or the fair value of meals, travel, and lodgings provided by another benefactor.

E. Funeral Leave

A leave of absence with pay for up to five (5) days shall be granted a teacher in the event of the death of a member of his or her immediate family. For purposes of this section immediate family is defined as a teacher's parent, parent-in-law, spouse, child, unborn child, brother-in-

law, sister-in-law, sibling, grandparent, grandchild, or any person who permanently resides in the teacher's immediate household. A leave of absence for the purpose of attending funeral services with pay for one (1) day shall be granted a teacher in the event of the death of a relative not within the definition of "immediate family" above. The superintendent may grant additional days with or without pay at his/her discretion.

Personal leave may be used for the funeral of a friend or neighbor. If permission is requested at least twenty-four (24) hours in advance and the time away from work is two (2) hours or less no leave time of any kind shall be charged against the teacher.

F. Child Care Leave

- (1) An unpaid leave of absence may be granted to a teacher for the purpose of child care. It is recognized that the District is required to grant leaves for certain child care purposes to eligible teachers under the Family and Medical Leave Act.
- (2) A teacher shall be entitled upon written request to a child care leave to begin at any time between the birth of his/her child and one (1) year after the child is born. Such leave shall be without pay or increment for a period not to exceed two (2) semesters beyond the date on which the leave became effective.

The teacher shall notify the superintendent in writing of his/her desire to take such leave and the letter requesting leave shall include the date of return. The teacher shall, except in case of emergency, give notice at least thirty (30) days prior to the date on which his/her leave is to begin.

- (3) All or any portion of a leave taken by a teacher because of a confirmed medical disability connected with, or resulting from, pregnancy may be charged to her available sick leave in accordance with the provisions of this Article.
- (4) A teacher adopting a child shall receive an unpaid leave of absence for a reasonable period of time not to exceed two semesters after the commencement of the leave. Adoption leave shall commence when the child is placed in such teacher's care, by the Probate Court or child placement agency. The request for such adoption leave shall be filed with the Superintendent's office in writing not less than thirty (30) days before the leave shall commence. The Superintendent shall have the discretion to waive the latter requirement where extenuating circumstances exist.

G. Political Leave

Upon application duly filed in writing in time for a replacement to be arranged, the Board of Education shall grant a leave of absence without pay to any teacher who has successfully completed his/her probationary period in the Lakeview School District to campaign for and/or serve in a public office. This leave shall not be granted for a period to exceed one (1) year. A teacher abandons employment if he or she becomes a member of the Michigan Legislature.

H. Jury Duty/Court Appearance Leave

- (1) A leave of absence shall be granted for jury duty provided the teacher applies for same immediately on notice from the court. The teacher shall be paid the difference between the jury duty pay and his/her regular salary for the period served.
- (2) A leave of absence shall be granted when subpoenaed as a court witness without loss of pay where the teacher is not a party to the action and where the teacher is neither the plaintiff nor the defendant. If more than three (3) days are required, then available emergency personal leave or unpaid leave days may be used.

I. Military Leave

A teacher shall be granted a leave of absence without pay for military service to the extent required by law. During any such period of service the teacher shall be credited as though he/she had taught during the school years involved in the Lakeview School District for purposes of advancement on the salary schedule, longevity pay, seniority and accumulating sick leave allowances only.

J. Educational Study Leave

A leave of absence without pay for up to one (1) year, renewable for an additional year, may be granted, at the superintendent's discretion, to any tenure teacher for further education study upon proper application. The teacher must apply in writing prior to the end of the school year, and the leave must cover a full school year, provided, however, the superintendent may approve shorter leave.

K. Exchange Teacher Leave

Tenure teachers may request exchange teacher leave and shall supply full details of such leave to the superintendent. The superintendent, at his/her sole discretion, may grant said leave for one (1) year period.

L. Voluntary Leave

A tenure teacher may be allowed to take an unpaid voluntary leave for a period not to exceed one (1) year without loss or gain of accumulated seniority.

The Board agrees to provide for unpaid voluntary leave with the stipulation that there be no financial obligation as related to salary or fringe benefits [subject to Subsection M. 4. below] while such person is on leave and provided that a certified and qualified non-bargaining unit placement is available to insure that the quality of student instruction would not be diminished.

It is agreed that the teacher may continue his/her insurance coverage during the leave by paying premiums to the District in accordance with the District's policies and timelines, to the extent permitted by law.

M. Unpaid Leaves of Absence - General Conditions

- (1) A teacher intending to return from a leave of absence must advise the Superintendent of such intention in writing prior to April 1, preceding the school year in which the teacher intends to return or if returning during the same school year in which the leave commenced, thirty (30) calendar days prior to returning to work.
- (2) A teacher returning from a leave of absence exceeding sixty (60) work days will not be guaranteed the position held prior to the leave, but will be offered a position according to certification and qualification and seniority. Restoration from leave exceeding sixty (60) work days shall be either to the teacher's former assignment or to any assignment within the bargaining unit for which the returning teacher is both certified and qualified and for which he/she possess sufficient seniority. During the period of a teacher's absence, the Board shall have the right to fill the teacher's position with a non-bargaining unit substitute. Satisfaction of these standards shall be considered as restoration to an equivalent assignment. It is expressly understood that return from leave is always subject to the operation of a reduction in staff. Upon return from unpaid leave where insurance coverage has been interrupted, the teacher must enroll for participation in insurance programs covered in Article 19 of this Agreement.

- (3) Teachers while on an unpaid leave of absence will:
 - (a) not receive fringe benefits at the expense of the district, except where required under the Family and Medical Leave Act;
 - (b) not accumulate sick leave or other paid leave; or
 - (c) not accumulate seniority or advance on the salary schedule unless said teacher completes 130 days of the teaching assignment in any one school year, in which case they shall advance one step and receive one year of seniority. If the teacher completes 45 days of the teaching assignment, but less than 130 days, the teacher shall advance one-half step on the salary schedule and be credited one-half year service toward seniority. Any exception to this section must be otherwise expressly stated in this Article.
 - (d) cooperate in scheduling commencement and return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.
- (4) District paid insurance premiums shall not be discontinued until conclusion of the month immediately following the month in which the leave commenced, except where the District is required, either by this Agreement or by law to continue premium payments for a longer interval.
- (5) If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval, with the exception those premiums attributable to paid leave status. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the District within five (5) business days of demand.

ARTICLE 5
Retirement

Any teacher who retires under the provisions of the Michigan Public School Employees Retirement System no later than June 30, 2013 and who has at least twenty (20) years of service in the Lakeview District, will receive retirement severance pay in a lump sum in the amount of four thousand five hundred dollars (\$4,500). This benefit shall be remitted to a special pay plan sponsored by the Board and endorsed by the Association. Those teachers who had ten (10) years of service with the Lakeview School District as of July 1, 1998 will be eligible for this benefit upon their retirement.

To qualify for the retirement severance benefits, a teacher must notify the District in writing on or before October 31 of the year of retirement. If the teacher is retiring at the semester, this notice must be given to the District by September 1.

ARTICLE 6
Negotiations Procedures

- A. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore, agree that during the life of this Agreement negotiations will not, except by mutual written consent, be reopened on any item covered by this Agreement and that negotiations shall not be required with respect to any subject matter which was negotiated in the formation of this Agreement but upon which no agreement was reached.
- B. All meetings to negotiate a collective bargaining agreement between the parties shall be held outside of school hours unless a mediator or fact finder appointed by the Michigan Employment Relations Commission required to be present at a particular meeting orders that the meeting be during school hours. In the event this occurs, then up to seven (7) representatives of the Association, including "parties of interest," shall be given released time from their duties under this contract without loss of compensation. The Association shall reimburse the District for the costs of substitutes if more than four (4) Association representatives are released.
- C. The Association is to have full access to public information held by the District which is pertinent to the negotiations.
- D. Meetings will be held at a time mutually agreed upon.

ARTICLE 7
Teaching Conditions

- A. In consideration of present facilities and finances the parties will make reasonable effort to keep the maximum class size to 25 students in grades K through 3rd, and 4th through 6th grades at 30 students. These limits will exclude Band, Orchestra, Vocal Music and Physical Education classes.
- B. "Teacher overload" is defined as the assignment of pupils to a teacher which, is excessive and detrimental to sound education or which places the safety or health of the pupils in jeopardy. In determining whether a teacher overload exists, the Board and the Association agree that the following factors shall be taken into consideration: individual class size, classroom facility and materials, nature of the learning activities, factors requiring special safety precautions, and special needs of the students. Where a teacher overload exists, the Board will make reasonable effort to alleviate the situation.
- C. Teacher Work Day
- (1) The teacher's normal work day in grades K-4 shall be seven (7) hours and twenty (20) minutes, inclusive of a forty (40) minute lunch period; thirty-five (35) minutes of which is duty-free.
 - (2) The teacher's normal work day at the secondary level (grades 5-12) shall be seven (7) hours and forty (40) minutes, inclusive of a duty-free thirty (30) minute lunch period.
 - (3) The teacher work day on the final student day of the work week shall conclude ten (10) minutes after student dismissal.
 - (4) Teachers shall be required to attend a maximum of one (1) faculty meeting per month in place of a Professional Learning Community meeting; consistent with language Stated in Exhibit C – Calendar.

- (5) Hours of professional development needed to satisfy the professional development requirements set forth in Sections 1526 and 1527 of the Revised School Code (or their successor provisions), are designated in Exhibit C – Calendar.
- (6) In addition to the above, one (1) mandatory staff meeting per month for the purpose of conducting school improvement will be held consistent with the language stated in Exhibit C - Calendar.
- (7) With the knowledge and prior approval of their supervisors, teachers may flex their normal work hours except on days when there are required meetings. The alternate flex schedule must be consistent and communicated by the teacher to parents/guardians and students to assure accessibility. Under a flex arrangement, teachers may not report later than ten (10) minutes prior to student arrival and may not leave earlier than ten (10) minutes after student dismissal. Flex schedules will be subject to review and approval on a semester basis. Teachers working on a flex schedule are responsible for completion of all professional duties and shall work not less than the minimum amount of time established for the work day in ¶C(1) and C(2) of this Article.
- (8) The parties recognize that those portions of the teacher work day before the commencement of instruction and after the conclusion of instruction are to be used for supplementing/ reinforcing instruction, making parent/guardian contacts, instructional preparation/planning and promoting building safety through student supervision. In connection with the above, teachers are responsible for supervision of students in common areas during those portions of the teacher work day when students are arriving at school (i.e. prior to the time when students report to the teacher's classroom) and when students are leaving school after the conclusion of instruction. The purpose of this supervision is to promote safe entering and exiting of buildings by students. These responsibilities will be rotated on an equitable basis among teachers within a building by the administration. Individual teachers shall not be assigned to the above supervisory responsibilities for in excess of ten (10) minutes on any student attendance day.

- (9) The parties agree that the hours of teacher-student contact time within the established teacher work day are subject to adjustment so that the District satisfies all requirements of the Revised School Code and the State School Aid Act for full receipt of pupil foundation allowances and other appropriations.

D. Planning Time

- (1) Elementary (K-4)

Effective July 1, 2013, an average of not less than three hundred (300) minutes of planning time per week will be provided for each full-time elementary teacher (including special subject teachers) during the student day. However, the portion of the teacher work day beginning with the time that general education teachers are to report to their classrooms until the time that a special subject teacher commences instruction shall be regarded as planning time for special subjects teachers.

- (2) Secondary (5-12)

All full time classroom teachers at the Junior and Senior High schools shall have a planning period each day equal to the length of a class period. The administration may, in cases of special teachers and, in other cases where the teacher involved consents, combine or otherwise consolidate planning periods and the requirements of this paragraph shall be deemed satisfied.

- E. Adequate off-street parking facilities shall be provided and properly maintained for teacher use.
- F. A private telephone for the teachers' reasonable use shall be made available in each building.
- G. No teacher in the Lakeview School District shall be required to have a student intern.
- H. All teachers shall be responsible for a reasonable amount of time for scheduled in-service training workshop participation, curriculum committee work and other related professional activities each semester. This shall minimally include, but shall not be limited to completion of the professional development requirements set forth in Sections 1526 and 1527 of the Revised School Code or their successor provisions.

I. If a teacher applies for and is selected for voluntary professional development activities or other optional school-related projects beyond the required work day(s) designated on the school calendar he/she will receive \$66.00 per day. This compensation shall not be applicable to professional development activities and obligations referenced in Section H of this Article or to required work beyond the normal school year for which a supplemental contract is issued under Article 10, Section D of this Agreement.

J. Least Restrictive Environmental/Medically Fragile.

(1) The parties recognize that some students who have physical, mental and/or emotional impairments (disabilities as defined by law) require special education programs and services. They also recognize that without proper planning, the integration of these students into the least restrictive environment as required by law may place extraordinary demands on the regular (non-special education) classroom teacher. Accordingly, it is agreed that while all provisions of the Michigan Department of Education's Rules for Special Education Programs and Services must be complied with, that in addition there will be a special consideration which could include consideration of the number of students with disabilities already assigned to the classroom and the nature of their disabilities, allocation of support staff, such as aides, special education teachers, reading teachers, counselors, and speech therapists applied to the placement of such special students.

(2) No student receiving services under the Individuals With Disabilities Education Act (IDEA) will be placed in a regular education classroom without an IEPC. Prior to actual placement of a particular special student within the classroom of a teacher, such teacher(s) shall have the opportunity to observe such student as well as confer directly with the special education teacher/consultant concerning the student and the plan for integration of said student, and to be a member of the IEP Committee. This conference will be concluded by cooperative/joint preparation and execution of an Integration Plan in the form developed by the group.

(3) Should the Board reduce, eliminate, transfer, or otherwise reorganize any special education program or service so as to diminish the number of actively employed bargaining unit members it shall first provide written notice to the Association.

(4) Bargaining unit members, who may be required to provide school health services for any student in an emergency situation, will be provided with the necessary training. It is not contemplated that bargaining unit members will be required to provide daily health services for students.

K. The teachers' work year will include staff and student school days, as designated on the school calendar.

ARTICLE 8 Continuing Education Compensation
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Recognizing the importance of continuing education to professional growth, teachers shall be compensated for graduate hours beyond their highest degree as follows:

- (1) Only graduate hours will be recognized, except where undergraduate hours are for classes completed after January 1, 1999 which the Superintendent (or designee) approves prior to the teacher's enrollment and which are related to acquisition of knowledge or skills determined by the Superintendent (or designee) to be necessary for the teacher's assignment. Classes taken for required initial or renewal of certification are ineligible for approval under this provision.
- (2) One hundred twenty dollars (\$120.00) will be added to the teacher's contract for each ten (10) semester hours of graduate credit beyond the highest degree, not to exceed two hundred forty dollars (\$240.00), except in the case of the MA Degree plus thirty (30) semester hours. The foregoing limit shall be three hundred sixty dollars (\$360.00) if the last ten (10) semester hours have been completed since July 1, 1996. Four hundred dollars (\$400.00) shall be added to the teacher's contract if the teacher attains National Board Certification.
- (3) Credits earned prior to completion of a degree shall not be applied for continuing education compensation beyond that degree.
- (4) Teachers who successfully complete their work for an additional degree or continuing education compensation shall notify the school district of the request for added compensation prior to September 15 (for continuing education compensation to be effective with the first semester) or February 15 (for continuing education compensation to be effective, on a pro-rata basis, effective with the second semester) of each contract year, and provide to the business office proof from the educational institution as soon as possible.

- (5) Continuing education compensation is to be added to the teacher's salary and pro-rated in accordance with the "Payroll Selection" Article 18.
- (6) Pay increases under this Article will only be factored into the payroll once a semester. If a teacher fails to make the proper request by the given date, the adjustment in compensation will take place only after the next consecutive date.

ARTICLE 9 Professional Compensation
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- A. The salaries of teachers covered by this Agreement are set forth in Exhibit B, entitled Professional Compensation. Subject to the adjustments otherwise provided in this Agreement, all teachers shall start at the beginning or base salary step of the appropriate salary column for the first year employed by the Lakeview School District and shall advance one (1) step thereafter in accordance with the criteria set forth in both Article 4 M (3) (c) and Exhibit B of this Agreement.

(This standard shall be effective with the 1998-1999 school year and shall not require retroactive step adjustment for any teacher attributable to a prior school year). Their salary shall be determined based on the step, as above established, and the properly proven degree and other scholastic attainments under the appropriate column on the Salary Schedule.

- B. Teachers shall be granted extra pay for certain extra duties in accordance with Exhibit A entitled "Extra Pay for Extra Curricular Activities." Upon creating a new extra curricular position the Board shall immediately advise the Association in writing of the same and grant the Association opportunity to negotiate the rate of pay for such position.

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

The Board of Education may elect not to fill each position on Exhibit A.

- C. Teachers in the Middle School who teach a full extra class beyond the normal full-time teaching load every school day and who also make up their planning period every school day, shall be compensated proportionately for the extra class.

Teachers in the High School who teach a full extra block beyond the normal three (3) blocks either semester, who also make up their planning period every school day, shall be compensated for the extra class at a rate of twelve and one-half percent (12.5%) of their teaching salary per extra block taught.

- D. Teachers required to work beyond the normal school year shall be compensated at the per diem rate of their individual contracts. In these circumstances teachers will be issued a supplemental individual contract for the additional required days. The "normal school year" shall be designated on the school calendar and shall include all days and hours of student instruction which the District must satisfy under the Revised School Code and the State School Aid Act in order to receive full foundation allowances and other appropriations as well as all days of staff professional development required under Sections 1526-1527 of the Revised School Code or their successor provisions. Teachers required to work beyond the normal school year shall receive reasonable notice from the District and the scheduling of such work days shall be done by mutual agreement between the teacher(s) and his/her immediate supervisor, if possible. If mutual agreement or scheduling of the required added day(s) is not possible, the parties shall meet with the Superintendent who will make the final determination of when the work days are scheduled.
- E. Teachers shall be reimbursed at the rate of \$8.00 per one-half (1/2) hour rounded off to the nearest one-half (1/2) hour when substituting for an absent teacher. Elementary teachers shall be compensated for times when a special subject teacher is absent and the lost planning is not rescheduled by the administrator with input from the affected teacher and made up within ten (10) school days.

- F. Full-time teachers with ten (10) or more years of service in the Lakeview School District may elect to apply for the position of Educational Specialist. The Board shall create a total of twenty-four (24) such positions. The eligible teacher may select this position for one, two or three years. At any one time no more than twenty-four (24) employees may participate in this plan.

Teachers must apply for the positions in writing to the Superintendent of Schools by October 1. If there are more applicants than positions available, the positions will be filled on the basis of seniority. Teachers applying for these positions must have a minimum of 10 (ten) years in the Lakeview School District and a working knowledge of the District's policies, practices, and curriculum. As a condition of eligibility, the teacher shall, upon accepting assignment to the Educational Specialist position, submit his/her resignation from his/her employment with the Lakeview School District with an effective date for his/her Specialist position. Those serving in these positions shall be given an individual Exhibit A contract setting forth the duties expected. The duties shall be assigned by the Superintendent or designee and, unless otherwise arranged with and approved by the Superintendent, shall be related to school improvement and/or accreditation needs of the school district.

The Educational Specialist positions shall be compensated at a rate of according to the provisions in Exhibit A.

ARTICLE 10 Vacancies

- A. At the time of initial employment the employee should be apprised of his/her other assignments.
- B. When vacancies occur in the bargaining unit, all staff will be alerted by e-mail to the staff members' district e-mail addresses. Any professional staff member desiring to be considered for the announced position must make written application within five (5) days of the posted notification to the appropriate administrator. Probationary teachers are eligible to make one application for one (1) vacant position during their probationary period. This limitation does not apply where the position to which the probationary teacher is assigned is being eliminated or reduced.
- C. New teachers employed by the school district may be given full credit for years of teaching experience up to a maximum of ten (10) years. Substitute, higher education, "home school" and pre-school teaching

experience, and teaching experience in schools using primarily student directed or "home school" type materials where there is an absence of teacher directed instruction are excluded from the foregoing definition of teaching experience.

- D. A teacher, upon written request to or by the Administration, shall be removed from any extra-curricular activity within thirty (30) school days after the date of such request, providing the Administration agrees that the extra-curricular activity is not an integral part of the teacher's regular assignment (e.g., instrumental music and marching band) and also providing that an adequate and competent replacement can be secured. The Board reserves the right to make this removal at any time after the request is made. In those instances where an adequate and competent replacement cannot be secured, the Administration may require the teacher to serve an additional thirty (30) school-day period before being removed. Assignment or transfer of a teacher from one building to another building shall not be the sole or primary reason for elimination or reassignment of a Exhibit A position.
- E. A tenured teacher may request to share a job with another teacher certified and qualified at the same level of teaching, provided:
- (1) Application to share a job shall be made prior to sixty (60) days before the beginning of a new semester of school.
 - (2) The job shall be shared in a pro-rated manner in terms of working responsibilities, fringe benefits, and salary.
 - (3) The Board reserves the right to accept or reject any job-sharing request.

ARTICLE 11 School Dismissal
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Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days and hours of student instruction as prescribed by the Revised School Code and the State School Aid Act to enable the Board to receive full pupil membership and categorical appropriations. Teachers shall be excused from reporting for school on those days on which school is closed due to the above conditions.

Teachers will receive their regular pay for days that are cancelled but shall work the rescheduled days and/or hours with no additional compensation. Teachers who have been previously scheduled to take paid leave under this Agreement on a day(s) of pupil instruction that is cancelled due to the conditions specified in this Article, shall not have their absence on such day(s) charged against paid leave provided that the teacher works any required rescheduled day(s) and/or hours of instruction without additional compensation, as specified in this Article.

The parties agree that this contract provision has been negotiated to comply with the provisions of the State School Aid Act, to ensure that the District will incur no loss of state aid, and to comply with requirements set forth in the Revised School Code and State School Aid Act respecting the required number of "student instruction" days and hours.

ARTICLE 12 Extra-Duty Assignments
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- A. Upon initial employment, teachers shall be given a copy of the current Master Agreement between LEA and the Board. In the event that an Agreement is not in effect, the prospective teacher will be given the latest Agreement between LEA and the Board.
- B. Upon written request of the President of the Lakeview Education Association after a teacher's employment, the Board will furnish the Association the following information:
 - (1) Position and building
 - (2) Extra-curricular assignment
 - (3) Present mailing address
- C. Except with respect to teachers new to the system, assignments in the areas of adult education, driver education, extra duties enumerated in Exhibit A, and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be given to qualified teachers regularly employed in the District, with the exception of the positions in adult education.
- D. All teachers not receiving compensation for noon hour duty responsibility under Exhibit A of this contract, shall have no specific lunch time responsibility, but shall maintain discipline until their pupils have left their classroom and shall maintain normal pupil-teacher relationships at all times when on school premises.

ARTICLE 13
Health Examinations

The Board reserves the right to require a physical and/or psychological examination, at Board expense, for purposes of verifying a teacher's fitness for duty or verification of absence in the following circumstances:

- (1) Determining a teacher's eligibility for any illness or disability leave taken either under this Agreement or leaves required by law.
- (2) Determining a teacher's ability to return from any illness or disability leave taken under this Agreement or a leave required by law.
- (3) To evaluate a teacher's fitness for duty where the Board has reasonably founded concerns regarding the teacher's mental and/or physical ability to perform the functions of his/her assignment.

There will be no exam or doctor note requirement when returning to work after using sick days unless the teacher has been absent for five (5) or more consecutive days or the District has reasonable cause to suspect the teacher has been abusing his/her sick day allotment.

ARTICLE 14
Expense Reimbursement

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

ARTICLE 15
Payroll Deduction

- A. Professional Dues: Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues payable to the Association, MEA and NEA, which sum shall be established by the Association. Such authorization shall continue in effect from year to year until revoked in writing by the teacher.

Pursuant to such authorization, the Board shall deduct 1/20th of such dues from each regular salary check of the teacher each pay period of the first 20 pays beginning in September and ending in June of each year.

The District's business office shall accept professional Association membership application forms for purposes of processing for payroll deduction of dues only from the Membership Committee of the Association or its designated representative.

Said language becomes null and void in the event that 2012 Public Act 53, currently enjoined as of the ratification of this master agreement becomes in effect.

- B. Direct Deposit: Upon written authorization duly signed by the teacher desiring the deduction, the District will electronically deposit the teacher's pay checks to the teacher's designated financial institution.
- C. Tax-deferred Annuities: Upon proper authorization for payroll deduction signed by the teacher desiring the deduction, the District will deduct the amount designated by the teacher (subject to IRS limits) for contribution to a 403b annuity approved by the Board. The Board (or its agent) will remit the monies deducted to the designated annuity company or plan within ten (10) working days of the payroll date on which the deduction is made.
- D. Other Deductions: The District will deduct for the premium for Hospital, Surgical and Medical insurances for the teacher and his or her dependents beyond the District-contributed premiums specified in Article 18 of this Agreement. Deductions may also be authorized by the United Way.

ARTICLE 16 Professional Financial Responsibility

- A. Any teacher who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association, MEA and NEA, provided, however, that the teacher may authorize payroll deduction for such fee in the manner as provided in Article 16, Section A.

In the event that a teacher does not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, the District shall, pursuant to MCL 408.477 and at the written request of the Association, deduct the Representation Benefit Fee from the teacher's wages and remit the same to the Association, in accordance with the procedures specified in ¶B of this Article.

The parties expressly recognize that the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received under this Agreement. Part-Time teachers are required to join the Association or pay a service charge thereto. Such dues will be pro-rated in accordance with NEA, MEA, and LEA formulas.

B. The procedure in all cases of non-payment of the Representation Fee shall be as follows:

(1) The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that the Association has the right to file a request for wage deduction with the Board, under the procedures specified in this Article, in the event compliance is not effected.

(2) If the teacher fails to comply, and the Association exercises its right to file a written request with the Board seeking to effectuate involuntary deduction of the Representation Benefit Fee, a copy of the notice of non-compliance and proof of service shall be attached to said request.

(3) The Board, only upon receipt of a request for involuntary wage deduction shall conduct a hearing on said request if the affected bargaining unit member requests such a hearing. The hearing shall be limited to the question of whether the employee has paid the required dues or Representation Benefit Fee. If the bargaining unit member does not request a hearing or if it is otherwise determined that the bargaining unit member has not authorized payroll deduction for or has otherwise not paid the required dues or Representation Benefit Fee, the Board shall make the required deduction from the employee's wages. In the event of compliance at any time prior to the completion of this hearing, the request for involuntary deduction shall be withdrawn. The Association, in processing such requests for involuntary wage deductions, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.

C. Pursuant to Chicago Teachers Union v Hudson, 106 S. Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto,

applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- D. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- E. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for Representation Benefit Fees, the amount of said professional fees and the amount of the Representation Benefit Fee to be deducted by the District, and that said fee includes only those amounts permitted by this Agreement and by law. The parties agree to cooperatively discuss and exchange information regarding the Association's Representation Benefit Fee collection and objection procedures. The Association agrees, upon request from the District, to provide the District for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to the Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to the Representation Benefit Fee.

The Association further agrees to certify to the District that the Association and its affiliates having complied with the above policies and administrative procedures prior to requesting enforcement of the Representation Benefit Fee obligation contained in this Article.

- F. Further, the Association agrees to promptly notify the District in the event a Court order, Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the District shall have the right to immediately

suspend involuntary wage deduction under this Article and shall promptly give notice to the Association of any decision made by the District with regard to compliance.

- G. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such a bargaining unit member shall be required, in lieu of periodic dues, Representation Benefit Fee(s) and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one (1) of three (3) such charitable organizations as mutually designated by the District and the Association.
- H. With respect to all sums deducted by the District pursuant to authorization of the employee whether for Professional Dues or Representation Benefit Fee, the District agrees to disburse promptly said sums upon direction of the Association.
- I. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- J. The Association agrees to assume the legal defense of any suit or action brought against the District regarding this Article of the Agreement. The Association further agrees to indemnify and save the District, each individual School Board member, and all administrator, harmless against any and all claims, claims for attorneys' fees, demands, costs, suits, or other forms of liability and all court or administrative agency cost that may arise out of or by reason of, action taken by any and all of the above entities and persons for the purpose of complying with this Article, subject, however, to the following conditions:
 - (1) The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - (2) The Association, after consideration with the District, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article or its application.
 - (3) The Board of Education has the right to choose the legal counsel to defend any said suit or action at the Association's sole expense.

The District shall not object to the intervention of the Association as a party aligned with the interests of the District, Board of Education, trustees and administrators.

- (4) The Association shall have the right to compromise or settle any claim under this section, all at the Association's sole expense.
- (5) The Association agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

ARTICLE 17 Insurances
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A. The District, for a twelve month period (September 1-August 31) during each year of this Agreement, shall make premium contributions, specified below, on behalf of employees (and eligible dependents) for one of the following option packages. The employee shall elect one of the following option packages during open enrollment (or upon hire, as allowed by the carrier). The decision shall be irrevocable for that school year unless compelling family change necessitates change. The election shall be made in conjunction with the Section 125 Plan developed and administered by the District.

At the request of the District or LEA, this article shall be reopened for further negotiation regarding insurance after May 1 of each year of this agreement.

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

The following insurance plans and self-funded benefits will be provided to full-time employees (and their eligible dependents) who have a need for health insurance, meaning that they are not also enrolled in another health plan:

- 1. Health MESSA Choices II with the RX Saver drug card; the health plan shall also include the following deductible and co-payments: \$500/\$1,000 in-network deductible, \$1,000/\$2,000 out-of-network deductible; \$20 OV; \$25 UC; \$50 ER
- 2. Dental Self-funded (with third party administration through ADN) using Delta Dental specifications for Plan E/007 as in effect on July 1, 2010.
- 3. Vision National Vision Administrator with same

specifications as VSP2 as in effect on July 1, 2010

4. Negotiated Life: \$30,000

Upon the request of the association the Board shall meet with the association to consider alternatives to the current insurance program. Nothing in this agreement shall be construed as prohibiting the Board and Association to mutual agree to change the current insurance program.

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

The following insurance plans and self-funded benefits will be provided to full-time employees who do not have need of health insurance:

1. Dental Self-funded (with third party administration through ADN) using Delta Dental specifications for Plan E/007 as in effect on July 1, 2010.
2. Vision National Vision Administrator with same specifications as VSP3 as in effect on July 1, 2010
3. Negotiated Life: \$35,000
4. MESSA/MEA FS: A cash stipend of \$150.00 each month per contract year. This amount shall be increased to \$225.00 per month if there are at least fifteen (15) participants in Plan #2 and to \$300.00 per month if there are at least twenty (20) participants in Plan #2 and \$350.00 if there are at least twenty-five (25) participants in Plan #2 and to \$500 if there are at least fifty-six (56) LEA member participants. The teacher shall pay the excess of any cost over the monthly amount of the option(s) selected. An employee must indicate in writing the option(s) he/she desires within 30 days of the first day of employment each school year. Any teacher who selects an option(s) with a cost in excess of the District's contribution will be required to provide the District with a written payroll deduction authorization for the excess in order to be eligible for the option(s).

- D. Part-time employees may elect to enroll in Plan #1 or Plan #2 above, during specified open enrollment periods, and will be eligible for District premium contributions based on the portion of a full-time assignment

worked. The participating employee will be responsible for payment of any additional premium amounts which shall be payroll deducted. Any premium amounts not payroll deducted will be remitted by the teacher as a condition of continued participation and enrollment.

- E. For the medical benefit plan coverage year commencing July 1, 2013 the District will contribute the maximum amount allowable by law under Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011) toward Plan #1 health insurance premiums. The district will contribute one hundred percent (100%) toward Plan #1 or Plan #2 premium or premium equivalent costs for dental, vision and life insurance for full-time employees (and their eligible dependents). Any premium in excess of what the Board is obligated to pay will be paid by the employee through payroll deduction.

Beginning July 1, 2013 the monthly amounts for payroll deduction shall be based on an allocation of aggregate premium exceeding the cap for this unit distributed proportionately based on MESSA's rate determination factors (Single - 1, Two Person - 2.25, Family - 2.8. In June of 2014 the District will reconcile the required amount of employee contributions to comply with Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011). Representatives of the District and the Association shall meet to discuss the June reconciliation. If it is determined that employee contributions through payroll deduction do not satisfy the amount required to comply with Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011), any additional required employee premium contributions will be made through payroll deduction on the final payroll in June 2014. If it is determined that employee contributions through payroll deduction will exceed the amount required to comply with Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011), this excess amount will be distributed proportionately (using MESSA's rate determination factors as listed above) as an adjustment to the required premium withholding from the final payroll in June 2014.

For the 2017-18 school year, the Association has the option of hard cap or 80/20 subject to the provision of 2011 Public Act 152.

All premium payments by the District and by enrolled employees (which have been payroll deducted by the District) for insurance coverage shall be paid directly by the District to the carrier or policyholder, as appropriate.

- F. Employees newly hired by the District shall be eligible for Board-paid insurance premiums upon acceptance by the insurance carriers of the

written application. Employees who are separating from the District prior to working their required number of contractual days or due to retirement will have their District paid premiums discontinued thirty (30) days after the first day of the month following the effective date of separation. Teachers who complete a full contractual year shall have premiums paid on their behalf through August 31, except for separations due to retirement.

- G. The District agrees to make the premium contributions specified in this Article for the duration of this Agreement. Disputes over policy coverages between the insurance carrier(s) and employees of their beneficiaries shall not be subject to the Grievance Procedure but shall be a matter solely between the employee and the insurance company.
- H. Teachers receiving a cash stipend under this Article under Plan #2 may enter into a salary reduction agreement to apply such amounts (less employee FICA and any applicable withholding) to a tax sheltered annuity.

ARTICLE 18 Payroll Selection

All teachers shall make a written election at the beginning of the school year to receive their salary either in twenty (20) equal payments during the school year, or in twenty-four (24) equal payments during the entire calendar year. The first payment for all teachers will be made on the date of the first day of work or August 28th whichever is later. All other payments shall be issued on or before the fourteenth (14th) and the twenty-eighth (28th) day of each month. Teachers electing twenty (20) equal payments shall have one payment in August and one payment in June.

ARTICLE 19 Association and Teacher Rights
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- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee included within the bargaining unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan of

the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms of conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.

- B. The Association and its representatives shall have the right to use school buildings for meetings and office equipment for Association business, with the consent of the principal, at all reasonable hours. The Association agrees to pay any custodial costs which would not otherwise be incurred, and the cost of all materials and supplied incidental to such use.
- C. The Association shall have the right to post notices of its activities and matters of Association concern on faculty room bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service, district e-mail and teacher mailboxes for communications to teachers. Association use of District e-mail shall be subject to the District's acceptable use policy and shall not include any communications prohibited by law. Should there be any determination that such usage requires U.S. postage, the Association agrees to pay such cost or discontinue usage until an alternate plan can be negotiated.
- D. The Board agrees to furnish to the Association in respect to reasonable requests from time to time all available public information concerning the financial reports and audits, roster of certificated personnel, Intermediate School District budgets, agendas and minutes of all public Board meetings, treasurer's reports, and census and membership data, names and addresses of all teachers, such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- E. Upon request, a teacher shall at all times be entitled to have present a representative of the Association when he/she is being disciplined.
- F. Building principals should be notified at least one (1) day in advance for Association meetings that would require the released time of the teacher from his after-school time obligation. This released time shall be limited to three (3) times per month unless otherwise authorized by the building

principal. Teachers are encouraged to minimize Association business which might infringe upon teaching duties.

- G. At the beginning of every school year, the Association shall be credited with a total of ten (10) days to conduct Association business that cannot be accomplished outside the regular work day.

The Association agrees to notify the Superintendent (or designee) in writing no less than forty-eight (48) hours in advance of the date of intended use of such leave. If the urgency of the leave is of such a nature that the 48 hour notice is not practicable, the Superintendent (or designee) may accept shorter notice.

The Board of Education shall pay the cost of the substitute(s) required.

ARTICLE 20 Student Discipline and Teacher Protection

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to management of students. The parties recognize that student management problems are less likely to occur in classes where effective teaching occurs. The Board and the Association also recognize that maintenance of control and discipline in the classroom is a key ingredient in establishing an effective learning environment. Whenever it appears that a particular student requires attention due to behavioral problems which cannot be remedied by the teacher, the teacher will make a referral to the appropriate supervisor.
- B. A teacher may use reasonable force as authorized under Section 1312 of the Revised School Code or its successor provision.
- C. A teacher may exclude a student for the balance of the class period when his/her misbehavior makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal as promptly as his teaching obligations will allow, full particulars of the incident. The parties recognize that special education students may not be excluded from class to the extent that such exclusion impacts the student's IEP or his/her Section 504 plan.
- D. Any case of assault upon a teacher shall be promptly reported to the principal or his/her designated representative. The Board shall render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement authorities.

- E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher which occurs as a result of disciplining a student or students provided that the teacher was acting within the proper limits of his/her authority, that the loss is not covered by insurance (teacher's or District's), and that the amount of loss does not exceed \$100.00. In the event of damage, under this provision, to a teacher's automobile, the Board shall reimburse the teacher for 50% of the deductible for the teacher's auto insurance, but not to exceed \$100.00.
- F. Limits on information which may be placed in employee records, rights of access and challenge on records by employees, shall be in accordance with the provisions of the Employee Right to Know Act, P.A. 397 of 1978. (Board will supply copy of P.A. 397 upon request to teachers.)
- G. Procedures for granting employees access to personnel records shall include the following:
 - (1) Requests to review records shall be made to the office of the Superintendent (in writing) at least two (2) days prior to the requested date of review.
 - (2) Records may be reviewed only during regular hours of the Superintendent's office and only during periods when the employee is not "on duty" in his/her assignment (lunch, after school hours, etc.).
 - (3) No more than two (2) requests for review by an individual may be made during any one contract year and the interval between requests shall be no less than 30 days.
 - (4) Reasonable charges for materials to be copied may be made by the Superintendent's office.

ARTICLE 21 Academic Freedom
--

- A. The parties seek to educate young people in the democratic tradition to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic

freedom for teacher and student is encouraged, subject only to accepted standards of professional educational responsibility.

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

ARTICLE 22 Seniority

- A. Each year, prior to November 1, the Superintendent or his/her designee shall prepare a seniority list and transmit copies of same to the President of the Association in sufficient quantities to supply every member. The names of all teachers at the time of preparation of the seniority list shall be listed in order of their first day of service ("service date") to the District (not including extra-curricular service, starting with the teacher having the earliest service date.

If two (2) or more teachers have the same service date, the last four digits of their social security numbers shall be used to determine respective positions on the seniority list, with the teacher having the lowest last four digits being assigned first to the seniority list. Each teacher's certification, qualifications, and current assignments are to be included on this seniority list.

The Association and all bargaining unit members shall have thirty (30) days from the date of posting to allege any error or discrepancy in the seniority list. Otherwise, the list prepared by the Superintendent (or designee) shall be conclusive. A list of teachers on layoff status will be provided the Association upon request.

- B. "Seniority" is defined as the length of continuous service in the bargaining unit, beginning from the most recent service date of the teacher. (Teachers hired prior to August 24, 1981 shall have seniority defined as all service in the bargaining unit.)

Leaves of absence granted pursuant to this Agreement shall not be considered an interruption in continuous service. The period of such leave shall not be included in the determination of the total amount of

seniority as is indicated in Article IV of this Agreement unless otherwise required by law.

A teacher while on layoff or while in an administrative position shall not accumulate seniority nor lose previously acquired seniority. Teachers first hired for administrative positions after July 1, 1998 shall not retain or accumulate seniority in this bargaining unit.

There shall be two seniority classifications under this Agreement, K-12 and Alternative Education.

- C. If a teacher nullifies an endorsement or grade level certification appearing on his/her teaching certificate, the teacher shall immediately provide written notice to that effect to the Board and the Association. If this notice is not provided by October 1 of the contractual year, then the teacher's seniority date (i.e., service date) will be adjusted. Probationary teachers shall be adjusted to zero (0) years, all other bargaining unit members having more than four (4) years will be adjusted to four (4) years seniority.

ARTICLE 23 Maintenance of Standards
--

In the event of a substantial change of non-teaching duties of any teacher, this change will be worked out between the teacher and the principal. In the event the teacher is not satisfied with the change, it is subject to grievance.

ARTICLE 24 Strikes and Sanctions

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

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

- B. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.
- C. Willful violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.
- D. The Board of Education in the event of violation of this Article will have the right in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association.

ARTICLE 25 Severability
--

- A. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement.

NOTE: Inclusion of this language is required by 2012 Public Act 436.

ARTICLE 26 Duration of Agreement

This Agreement becomes effective on upon ratification by the Board and the Association and will expire at midnight on August 1, 2018.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**BOARD OF EDUCATION
LAKEVIEW SCHOOL DISTRICT**

Dave Peterson

Date: 3-18-2013

Kathleen Moore

Date: 3-18-2013

Date: _____

**LAKEVIEW EDUCATION
ASSOCIATION/LEA-MEA-NEA**

Carrie Hinderach

Date: 3/18/13

Date: _____

Date: _____

EXHIBIT A EXTRA PAY FOR EXTRA CURRICULAR ACTIVITIES
--

The following percentages shall be applied to Step 1 of the BA Scale:

HIGH SCHOOL ASSIGNMENTS

Audio Visual Director	5.0%
Band Activities Assistant	7.0%
Band Director	11.0%
Baseball Coach-Head Varsity	13.0%
Baseball Coach-Assistant Varsity	70.0% of Head Coach
Baseball Coach-Head Junior Varsity	65.0% of Head Coach
Baseball Coach-Assistant Junior Varsity	60.0% of Head Coach
Baseball Coach-Head Frosh	55.0% of Head Coach
Baseball Coach-Assistant Frosh	50.0% of Head Coach
Basketball Coach-Head Varsity (Boys)	18.5%
Basketball Coach-Asst. Varsity (Boys)	70.0% of Head Coach
Basketball Coach-Head Junior Varsity (Boys)	65.0% of Head Coach
Basketball Coach-Head Frosh (Boys)	55.0% of Head Coach
Basketball Coach-Head Varsity (Girls)	18.5%
Basketball Coach-Asst. Varsity (Girls)	70.0% of Head Coach
Basketball Coach-Head Junior Varsity (Girls)	65.0% of Head Coach
Basketball Coach-Head Frosh (Girls)	55.0% of Head Coach
Cheerleading Coach - Competitive	6.0%
Cheerleading Coach - Fall Sideline	6.0%
Cheerleading Coach - Winter Sideline	6.0%
Class Advisor - 12 th Grade	7.0%
Class Advisor - 11 th Grade	5.0%
Class Advisor - 10 th Grade	4.0%
Class Advisor - 9 th Grade	4.0%
Cross Country Coach-Head Varsity (Boys)	9.0%
Cross Country Coach-Head Varsity (Girls)	9.0%
Dance Team Coach	6.0%
Debate Coach	8.0%
DECA (includes School Store)	5.0%

Event Manager	4.0%
Fantasy (Director)	6.0%
Fantasy (Stage Manager)	3.0%
Fantasy (Scenery Manager)	3.0%
Fantasy (Dramatics Director)	4.0%
Football Coach-Head Varsity	18.5%
Football Coach-Assistant Varsity	70.0% of Head Coach
Football Coach-Head Junior Varsity	65.0% of Head Coach
Football Coach-Assistant Junior Varsity	60.0% of Head Coach
Football Coach-Head Frosh	65.0% of Head Coach
Football Coach-Assistant Frosh	60.0% of Head Coach
Forensics and Speech Director	5.0%
Golf Coach-Head Varsity (Boys)	9.0%
Golf Coach-Junior Varsity (Boys)	65% of Head Coach
Golf Coach-Head Varsity (Girls)	9.0%
Golf Coach-Junior Varsity (Girls)	65% of Head Coach
MITES Coordinator	5.0%
Musical (Director)	7.0%
Musical (Technology Director)	5.0%
Musical (Vocal Music)	4.0%
Musical (Pit Orchestra)	4.0%
Musical (Scenery)	2.0%
National Honor Society Advisor	4.0%
NCA (Steering Committee) Chairpersons	6% (total to be split among Chairs)
Newspaper Director	6.0%
Orchestra Director	4.0%
Robotics	5.0%
School Play (Director)	7.0%
School Play (Scenery)	2.0%
School Play (Technology Director)	5.0%

Science Olympiad	4.0%
Soccer Coach-Head Varsity	13.0%
Soccer Coach-Head Junior Varsity	65.0% of Head Coach
Softball Coach-Varsity (Girls)	13.0%
Softball Coach-Asst. Varsity (Girls)	70.0% of Head Coach
Softball Coach-Junior Varsity (Girls)	65.0% of Head Coach
Softball Coach-Asst. Junior Varsity	60.0% of Head Coach
Softball Coach-Frosh (Girls)	55.0% of Head Coach
Softball Coach-Asst. Frosh (Girls)	50.0% of Head Coach
Spartanaires Director	8.0%
Student Government	5.0%
Summer School	.07777% per hour
Swimming Coach-Head Varsity (Boys)	18.5%
Swimming Coach-Assistant Varsity (Boys)	70.0% of Head Coach
Swimming Coach-Diving (Boys)	35% of Head Coach
Swimming Coach-Head Varsity (Girls)	18.5%
Swimming Coach-Assistant Varsity (Girls)	70.0% of Head Coach
Swimming Coach-Diving (Girls)	35% of Head Coach
Tennis Coach-Head Varsity (Boys)	9.0%
Tennis Coach-Assistant Varsity (Boys)	70.0% of Head Coach
Tennis Coach-Head Varsity (Girls)	9.0%
Tennis Coach-Assistant Varsity (Girls)	70.0% of Head Coach
Track Coach-Head Varsity (Boys)	13.0%
Track Coach-Assistant Varsity (Boys)	70.0% of Head Coach
Track Coach-Head Junior Varsity (Boys)	65.0% of Head Coach
Track Coach-Head Varsity (Girls)	13.0%
Track Coach-Assistant Varsity (Girls)	70.0% of Head Coach
Vocal Music Director	4.0%
Volleyball Coach-Head Varsity (Girls)	18.5%
Volleyball Coach-Junior Varsity (Girls)	65.0% of Head Coach
Volleyball Coach-Head Frosh (Girls)	55.0% of Head Coach
Wrestling Coach-Head Varsity	18.5%
Wrestling Coach-Junior Varsity	65.0% of Head Coach
Wrestling Coach-Head Frosh	55.0% of Head Coach

Yearbook Director 6.0%

Youth in Government 5.0%

MIDDLE SCHOOL ASSIGNMENTS

Athletic Site Supervisor 6.0%

Basketball Coach-Head (Boys) 9.0%

Basketball Coach-Assistants (Boys) 8.0%

Basketball Coach-Head (Girls) 9.0%

Basketball Coach-Assistants (Girls) 8.0%

Cross Country Coach 6.0%

Cross Country Assistant Coach 4.0%

Football Coach-Head (Boys) 9.0%

Football Coach-Assistants (Boys) 8.0%

Lunch Supervisor 6.0%

Music Director (Instrumental) 4.5%

Music Director (Vocal) 4.0%

National Junior Honor Society 4.0%

Student Council Director 5.0%

Technical Support Director 5.0%

Tennis Coach-Head (Co-ed) 7.0%

Tennis Coach-Assistant (Co-ed) 6.0%

Track Coach-Head (Boys) 7.0%

Track Coach-Assistant (Boys) 6.0%

Track Coach-Head (Girls) 7.0%

Track Coach-Assistant (Girls) 6.0%

Volleyball Coach-Head (Girls) 8.0%

Volleyball Coach-Assistants (Girls) 7.0%

Wrestling Coach-Head (Boys) 8.0%

Wrestling Coach-Assistant (Boys) 7.0%

Yearbook Director 9.0%

Yearbook Assistant Director 4.5%

ELEMENTARY SCHOOL ASSIGNMENTS

Lakeview Singers

8.0%

DISTRICT LEVEL ASSIGNMENTS

Secondary instructional team leaders and instructional technology coach positions will receive \$2500 per school calendar year for each position.

Elementary instructional team leaders will receive \$1750 per school calendar year. Elementary instructional technology coach positions will receive \$1250 per school calendar year.

Instructional Team Leaders

- Elementary one math and one ELA per grade level
- Middle School one per core department (Eng, Sci, Soc St., Math)
- High School one per core department (Eng, Sci, Soc St., Math)
- K-12 Dept. one per department (PE/Health, Visual Arts, Performing Arts, Tech/Business, Counseling, Special Ed, World Language)

Instructional Technology Coaches

- Elementary one per building
- Middle School one position
- High School one position

Educational Specialist

\$3000

Experience Factor: Each teacher shall receive an additional one-tenth of one percent (0.1%) of Step 1 of the BA Scale for each year of experience in the Lakeview School District in that Exhibit A activity. This experience factor shall be limited to an aggregate of 0.3 percent for all staff and all positions.

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

EXHIBIT B
Professional Compensation

2013-14 Salary Schedule

Step	BA	MA
0	35,772	38,316
1	36,774	39,388
2	38,357	41,083
3	40,552	43,594
4	42,591	46,100
5	44,970	48,615
6	47,176	51,130
7	49,382	53,633
8	51,583	56,144
9	52,996	58,662
10	56,001	61,171
11	58,208	63,673
12	61,413	66,186
13	64,449	68,699
14	-	73,361
		Salary + \$553
13-18	Salary + \$553 (65,052)	(13 = 69,252) (14-18 = 73,914)
19-24	Salary + \$949 (65,448)	Salary + \$949 (74,310)
25-30	Salary + \$1,267 (65,766)	Salary + \$1,267 (74,628)
31-36	Salary + \$1,646 (66,145)	Salary + \$1,646 (75,007)
37 and over	Salary + \$2,053 (66,522)	Salary + \$2,053 (75,414)

A bargaining unit member who was on the final step of the Ph.D. salary column in 2009-2010 will be paid in 2011-2012 at their 2010-2011 salary rate increased by one percent (1%) and subject to any top of scale wage changes.

Step advancement per Article 4 M 3(c) will occur during the 2013-14 and 2014-15 school years.

At the LEA's request, this exhibit shall be reopened for further negotiation regarding professional compensation after receipt of the final annual audit report for the duration of this agreement.

EXHIBIT C
LAKEVIEW SCHOOL DISTRICT
2011-2012 School Calendar

School Calendars for school years 2013-14 is attached. School Calendars for the remaining four years of this agreement will be developed consistent with requirement of the three previous school year calendars and the intermediate school district common calendar.

Rescheduling Cancelled Days/Hours of Instruction

In the event it becomes necessary to close school because of conditions not within the control of the District, additional instruction time shall be rescheduled as provided in Article 12 of this Agreement. The District, prior to scheduling any additional instruction time, shall consult with the LEA Executive Committee.

LAKEVIEW HIGH SCHOOL
The high school of choice in Southwest Michigan

The LEA salary schedule shall increase by 0.8 % on all steps of the schedule, but shall not be remitted for the 2012-13 school year. For the 2012-13 school year only the District shall distribute \$135,000 equitably amongst the LEA members, based on FTE, ^{assignment} in one lump sum payment in January of 2013. W.P. JST

Dave Petun T.A. 11-28-2012
G. H. H. T.A. 11-28-2012

The mission of Lakeview High School is to promote meaningful learning in a safe environment in order to develop knowledgeable, healthy, socially responsible citizens in our global society.

Proposal March 20th, 2013

Immediate Effect upon Ratification

1. Language changes
 - a. Per Discussion (Article 19 changes)
2. Funeral Leave for Unborn Child = 5 days
3. Expiration Date = August 1, 2018 (5 year agreement)
4. Steps Yrs 1 & 2 of the agreement
5. Insurance: Hard Cap 2013-14 school year. For the 2017-18 school year, the LEA has the option of being hard cap or 80/20
6. Annual reopener for wages and insurance beginning May 1 each year
7. Association may request to bargain wages only after the Board's October audit

Effective July 1, 2013

1. Elementary Planning = 300 mins
2. For those Employees at the top of the schedule, in the event that they use one personal day, they will be paid \$200, if they use no personal days, they will be paid \$600.
3. Exhibit A
 - i. NHS M.S. = 4%
 - ii. NHS H.S. = 4%
 - iii. Elementary Instructional Leaders = \$1,250
 - iv. Elementary Instructional Technology Coaches = \$1,250
4. Calendar
 - a. District proposed calendar (3/18/2013 6:45 pm)
 - b. Commencement will occur between June 2-8
 - c. MLK: PD Day
 - d. PLC Time
 - i. HS: 7:10-7:40
 - ii. MS: 7:15a-7:45a
 - iii. Elementary: 8:05a-8:35a
 - iv. Conditions of the above:
 1. No more than three per week
 - a. 3x/wk for weeks of 5 student days
 - b. 2x/wk for weeks of 4 student days
 - c. 1x/wk for weeks of 3 student days or less
 - d. SIP weeks = no more than 1 PLC mtg
 2. Staff meetings no more than once/month and must be during before school times as noted above

T.A.
Approved
3/13/13
3/13/13
3/13/13
3/13/13

2013-14 Scheduled Days of Instruction Form

DO NOT PLACE ANY MARK ON A SCHEDULED FULL DAY OF INSTRUCTION

First Day for Students 9/3/2013
Last Day for Students 6/6/2014

Handwritten notes: A.A. 3-20-2013, ACX 3-20-2013

Key

- Probationary Teachers*
- PD - Students AM, PD PM
- PD - All Day, No Classes
- Students/Teachers AM only
- Students K-8 AM, 9-12 All Day
- Flex Day for Teachers
- Teachers 9-12 Graduation (actually Sat/Sun)
- School Business Day**
- No School-Summer Break
- State Count Days

Marking Periods 5-12

- September 3 - November 1: 44 Days
- November 4 - January 24: 46 Days
- January 27 - March 28: 45 Days
- March 31 - June 15: 45 Days

Marking Periods K-4

- September 3 - November 27: 61 Days
- December 2 - March 7: 59 Days
- March 11 - June 7: 58 Days

Summary of Teacher Days

- Probationary Teachers: 187
- Returning Teachers: 182

Original Scheduled Student Days

- Full-Days: K-8 9-12, 165 167
- 1/2 Days: 15 11
- TOTAL**: 178 178

Notes:

- Any teacher hired after June 1, 2012, will work 5 additional days in August and no more than once a month after school during the length of his/her probationary period participating in a 5-year "course sequence" around classroom management, curriculum, instruction, and assessment. The first three years of which will satisfy his/her State required 15 days of professional development in the first three years of teaching.
- Staff: 9 hours twice a year, 9 hours twice a year, 6 hours twice a year, attend graduation
- Conferences: Fall and Spring LPS Open House time will be eliminated in exchange for Commencement participation, August 30 flex day for Meet the Teacher responsibilities
- Professional Development Days: Staff 8:50-9:50, 8:40-9:45, 7:50-9:00, 7:45-8:50, 7:45-8:50, 7:45-8:50
- PLC days will occur no more than three (3) meetings per week (5 day student week) during the student year
- PLCs 2x/week for 4 day student weeks. PLCs 1x/week for 3 day student weeks. PLCs 1x/SIP mtg. wk.
- In collaboration with teachers, administrators will determine which days they will meet for PLCs.
- Administration will make sure that schedules are changed with the intention of making planning times equitable as 1/2 days
- Staff meetings will be eliminated in exchange for PLC time (Staff meetings may occur once per month in place of and during a PLC time)

Aug-13

M	T	W	Th	F	Days
					5
					3
					2
					1
					1
					3
					2

Sept-13

M	T	W	Th	F	Days
					20
					20
					0.5
					20
					25
					2.5

Oct-13

M	T	W	Th	F	Days
					23
					25
					0.5
					45
					46
					3

Nov-13

M	T	W	Th	F	Days
					18
					18
					0.5
					61
					64
					3.5

Dec-13

M	T	W	Th	F	Days
					15
					15
					0.5
					76
					79
					4

Jan-14

M	T	W	Th	F	Days
					19
					20
					1
					95
					99
					5

Feb-14

M	T	W	Th	F	Days
					20
					20
					0.5
					115
					119
					5.5

Mar-14

M	T	W	Th	F	Days
					16
					16
					0
					152
					156
					6

Apr-14

M	T	W	Th	F	Days
					16
					16
					0
					152
					156
					6

May-14

M	T	W	Th	F	Days
					21
					21
					0.5
					175
					177
					6.5

Jun-14

M	T	W	Th	F	Days
					5
					5
					0
					178
					182
					6.5

T.A. Dave Peterson
3.20.2013

TA Johnson
3.20-2013

ARTICLE 4
Leaves

G. Political Leave

Upon application duly filed in writing in time for a replacement to be arranged, the Board of Education shall grant a leave of absence without pay to any teacher who has successfully completed his/her probationary period in the Lakeview School District to campaign for ~~and/or serve in a~~ public office. This leave shall not be granted for a period to exceed one (1) year, ~~and shall not be extended beyond one (1) additional year, for a total of two (2) years,~~ and shall be limited to one (1) campaign.

A teacher abandons employment if he or she becomes a member of the Michigan Legislature.

ARTICLE 15
Payroll Deduction

- A. Professional Dues: Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues payable to the Association, MEA and NEA, which sum shall be established by the Association. Such authorization shall continue in effect from year to year until revoked in writing by the teacher.

Pursuant to such authorization, the Board shall deduct 1/20th of such dues from each regular salary check of the teacher each pay period of the first 20 pays beginning in September and ending in June of each year. The District's business office shall accept professional Association membership application forms for purposes of processing for payroll deduction of dues only from the Membership Committee of the Association or its designated representative.

Said language becomes null and void in the event that 2012 Public Act 53, currently enjoined as of the ratification of this master agreement become in effect.

T.A. Dave Peter
3-20-2013

TA [Signature]
3-20-2013

ARTICLE 19
Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee included within the bargaining unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection ~~and refrain from doing so.~~ As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan of the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms of conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.

ARTICLE 25
Severability

- A. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement ~~as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.~~

NOTE: Inclusion of this language is required by ~~2011 Public Act 9~~ **2012 Public Act 436.**


Letter of Agreement

Between the

Board of Education and the Lakeview Education Association

March 20, 2013

Both parties agree that if the State of Michigan reduces state aid to Lakeview School District due to the tentative agreement signed March 20, 2013, we will reconvene to consider options that may include voiding the tentative agreement.



Signed

3-20-13

Date



Signed

3-20-2013

Date

LETTER OF AGREEMENT

BETWEEN

LAKEVIEW SCHOOL DISTRICT (LSD) BOARD OF EDUCATION

AND

LAKEVIEW EDUCATION ASSOCIATION (LEA)/MEA-NEA

For the duration of the 2013-18 Master Agreement, it is agreed by the undersigned that:

In the District Level Assignment section of Exhibit A – Extra Pay for Extra Curricular Activities – the sentence “Elementary instructional team leaders and instructional technology coach positions will receive \$1250 per school calendar year for each position” will be change to “Elementary instructional team leaders will receive \$1750 per school calendar year. Elementary instructional technology coach positions will receive \$1250 per school calendar year.”



For the Board

6-7-2013

Date



For the Association

6/7/2013

Date

Lakeview School District Board of Education

And

Lakeview Education Association

Re: Tentative Agreement

The Lakeview School District Board of Education ("Board") and the Lakeview Schools Education Association, MEA/NEA ("Association") agree to the following:

1. For the 13-14 school year only, a principal may exchange up to three (3) hours of PLC time to be utilized for staff meetings that start immediately following the normal school day and last no more than 1.5 consecutive hours. This provision shall be limited to no more than two staff meetings. Such time must be scheduled in the same week for which PLC time is taken away. At least four (4) weeks notice shall be provided to staff. This time shall only be utilized for meetings of the entire staff.
2. For the duration of the LEA contract PLC teams shall determine what times they shall meet; with approval of their building principal.
3. PLC time shall be scheduled outside of a teacher's normal work schedule, including planning time.
4. For the 2013-14 school year only MLK day shall be a holiday.
5. For the duration of the 2013-18 agreement the first Tuesday in November shall be a teacher holiday.

Dave Peterson 12-18-2013

Signed

Date

J. Anderson 12-18-13

Signed

Date

2014-2015 Scheduled Days of Instruction Form

Christine

Dave Fitts 6/14/2014

DO NOT PLACE ANY MARK ON A SCHEDULED FULL DAY OF INSTRUCTION

First Day for Students 9/2/2014
Last Day for Students 6/5/2015

Key

- ▀ Probationary Teachers*
- ▀ PD - Students AM, PD PM
- ▀ PD - All Day, No Classes
- ▀ Students/Teachers AM only
- ▀ Students K-8 AM 9-12 All Day
- ▀ Flex Day for Teachers
- ▀ Teachers 9-12 Graduation (actually Sat/Sun)
- ▀ School Business Day**
- ▀ No School-Summer Break
- ▀ State Count Days

Month	Day	W	Th	F	Days	
Jul-14	M	T	W	Th	F	
Aug-14	M	T	W	Th	F	
Sep-14	M	T	W	Th	F	
Oct-14	M	T	W	Th	F	
Nov-14	M	T	W	Th	F	
Dec-14	M	T	W	Th	F	
Jan-15	M	T	W	Th	F	
Feb-15	M	T	W	Th	F	
Mar-15	M	T	W	Th	F	
Apr-15	M	T	W	Th	F	
May-15	M	T	W	Th	F	
Jun-15	M	T	W	Th	F	

Whole Day Cancelled - Act of God Day	186
1/2 Day Cancelled - Act of God Day	181
Trimesters K-12	58 Days
September 2 - November 21	165
November 24 - February 27	57 Days
March 2 - June 5	63 Days

Student Day	Staff	PLC	Students	PD
Elem	8:30-3:50	8:05-8:35	8:40-3:45	12:50-3:50
MS	7:40-3:20	7:15-7:45	7:50-3:00	12:00-3:00
HS	7:35-3:15	7:10-7:40	7:45-2:50	12:00-3:00

Probationary Teachers	186
Returning Teachers	181
Original Scheduled Student Days	K-12 - 165
Full-Days	165
1/2 Days	12
TOTAL	178

Notes

PLC days will occur no more than three (3) mornings per week (5 day student week) during the student year.
 PLCs 2x/week for 4 day student weeks. PLCs 1x/week for 3 day student wks. PLCs 1x/STP mg. wk.
 In collaboration w/teachers, administrators will determine which days they will meet for PLCs.
 Administration will make sure that schedules are changed with the intention of making planning times equitable on 1/2 days.
 Staff meetings will be eliminated in exchange for PLC time (Staff meetings may occur once per month in place of and during a PLC time).
 Professional Development Days:
 Contingency:
 Staff:
 9 hours, once a year
 9 hours, twice a year
 4 hrs. three times a year, attend graduation
 Fall and Spring L11S Open House time will be eliminated in exchange for Commencement participation
 August 29 day for Meet the Teacher responsibilities

- ** 7:30-9:00 District Breakfast
- 9:00-10:00 LEA Meeting
- 10:00-3:00 Building Staff/Business Meetings

Letter of Agreement

Between the

Lakeview School District Board of Education and the Lakeview Education Association

June 6, 2014

Earning of Comp Time

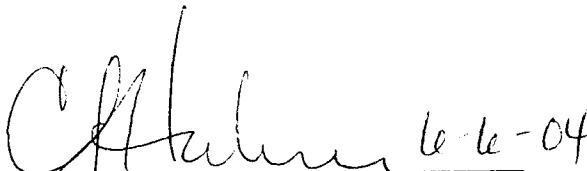
For the duration of the 2013-2018 Master Agreement, both parties agree to the following revisions to Article 9 Professional Compensation, Paragraph E.:

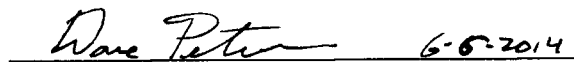
Teachers shall be ~~reimbursed~~ *compensated either at the rate of \$8.00 per one half (1/2) hour rounded off to the nearest one-half (1/2) hour when substituting for an absent teacher, or through comp time. Teachers must designate at the time of earning compensation whether it is to be paid or accrued for comp time.* Elementary teachers shall be compensated for times when a special subject teacher is absent and the lost planning is not rescheduled by the administrator with input from the affected teacher and made up with-in ten (10) school days.

Comp time shall accrue in minimum increments of not less than one-half (1/2) hour. Ten (10) hours of comp time will earn one comp day. A maximum of two (2) comp time days not used during the year the time was earned can be carried over to the following school year. If additional comp days were earned (over 2 days), additional comp days will transfer to sick days. Usage of comp days will follow contract language under Article 4, Paragraph C – Personal Leave. When teacher retires or resigns employment from the Lakeview School District, comp time earned and not used will be paid at \$8.00 per one half (1/2) hour.

(New language is italicized in red)

This letter of agreement will go into effect for the 2014-2015 school year.


LEA President Date 6-6-14


Board of Education Representative Date 6-6-2014

Not to be included in contract language but to be documented as to intent. The intent is the earning of comp time is for situations where a substitute teacher is normally requested in a timely manner. We currently enjoy the practice where principals allow for "covering" of classes to permit a staff member to leave a little early to get to an appointment. This type of activity is not the intent of comp time.

Letter of Agreement

Between the

Lakeview School District Board of Education and the Lakeview Education Association

June 6, 2014

Change to Overload Compensation Percent

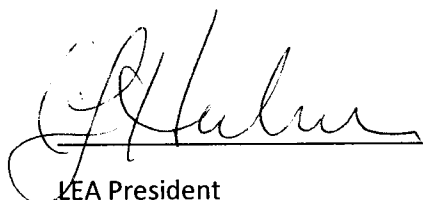
Due to the High School program change from semesters to trimesters, for the duration of the 2013-2018 Master Agreement, both parties agree to the following revisions to Article 9 Professional Compensation, Paragraph C:


- C. Teachers in the Middle School who teach a full extra class beyond the normal full-time teaching load every school day and who also make up their planning period every school day, shall be compensated proportionately for the extra class.

~~Teachers in the High School who teach a full extra block section beyond the normal three five (35) blocks sections either semester trimester, who also make up their planning period every school day, shall be compensated for the extra class at a rate of twelve and one half percent (12.5%) 5.6% (1 section out of 18 total sections or 1/18) of their teaching salary per extra block section taught.~~

Teachers in the High School who teach a full extra section beyond the normal five (5) sections in any trimester, who also make up their planning period every school day, shall be compensated for the extra class at a rate of 5.6% (1 section out of 18 total sections or 1/18) of their teaching salary per extra section taught.

This letter of agreement will go into effect for the 2014-2015 school year.

 6-6-14
LEA President Date

 6-6-2014
Board of Education Representative Date

Letter of Agreement

Between the

Lakeview School District Board of Education and the Lakeview Education Association

March 5, 2015

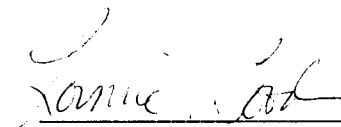
Article 4

Leaves

Effective the 2014-2015 school year and for the duration of the 2013-2018 Master Agreement, both parties agree to the following revision to Article 4 Leaves, Section A Sick Leave, Paragraph (4):

- (4) Up to ten (10) days of accumulated sick leave each year may be used for care of a serious illness of a spouse, child, parent or any person who permanently resides in the teacher's immediate household. Documentation may be requested. ~~In extenuating circumstances the Superintendent may allow the teacher to utilize additional sick leave days from the teacher's accumulated sick leave for the above purpose. This determination shall be at the Superintendent's sole discretion.~~

For special circumstances not described above, the Superintendent may, at his/her sole discretion, approve the use of additional sick leave days from the teacher's accumulated sick leave.

 3/5/2015

LEA President

Date

 3-5-2015

Board of Education Representative

Date

Letter of Agreement

Between the

Lakeview School District Board of Education and the Lakeview Education Association

March 5, 2015

Article 8

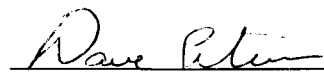
Continuing Education Compensation

Due to the High School program change from semesters to trimesters, effective the 2014-2015 school year and for the duration of the 2013-2018 Master Agreement, both parties agree to the following revision to Article 8 Continuing Education Compensation, Paragraph (4):

4. Teachers who successfully complete their work for an additional degree or continuing education compensation shall notify the school district of the request for added compensation prior to September 15 (for continuing education compensation to be effective with the first semester) or February 15 (for continuing education compensation to be effective, on a pro-rata basis, effective with the ~~second semester~~ first work day in January) of each contract year, and provide to the business office proof from the educational institution as soon as possible.


LEA President

3/5/2015
Date


Board of Education Representative

3-5-2015
Date