

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

of the

**LAKEVIEW SCHOOL DISTRICT
CALHOUN COUNTY**

and

LAKEVIEW EDUCATION ASSOCIATION, MEA/NEA

2018 – 2023

(Revised with November 2018 contract Maintenance)

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
ARTICLE 1	Recognition	1
ARTICLE 2	Board of Education Rights.....	2
ARTICLE 3	Grievance Procedure	3
ARTICLE 4	Leaves.....	6
	A. Sick Leave.....	6
	B. Workers' Compensation Leave.....	8
	C. Personal Leave	9
	D. Professional Business Leave.....	9
	E. Funeral Leave	10
	F. Child Care Leave.....	10
	G. Political Leave	11
	H. Jury Duty/Court Appearance Leave	11
	I. Military Leave	12
	J. Educational Study Leave.....	12
	K. Exchange Teacher Leave	12
	L. Voluntary Leave	12
	M. Unpaid Leaves of Absence General Conditions.....	13
ARTICLE 5	Negotiations Procedures	14
ARTICLE 6	Teaching Conditions.....	15
ARTICLE 7	Continuing Education Compensation	19
ARTICLE 8	Professional Compensation.....	20
ARTICLE 9	Vacancies.....	23
ARTICLE 10	School Dismissal.....	24
ARTICLE 11	Extra-Duty Assignments	24
ARTICLE 12	Health Examinations.....	25
ARTICLE 13	Expense Reimbursement.....	25
ARTICLE 14	Payroll Deduction.....	26
ARTICLE 15	Insurances	26
ARTICLE 16	Payroll Selection	29
ARTICLE 17	Association and Teacher Rights.....	29
ARTICLE 18	Student Discipline and Teacher Protection	31
ARTICLE 19	Academic Freedom	32
ARTICLE 20	Seniority	33
ARTICLE 21	Strikes and Sanctions	34
ARTICLE 22	Severability	35
ARTICLE 23	Contract Maintenance	35
ARTICLE 24	Duration of Agreement	35
EXHIBIT A	Extra Pay for Extra Curricular Activities.....	37
EXHIBIT B	Professional Compensation 2018-2019.....	44
EXHIBIT C	School Calendar/Mandatory Professional Development/2018-19.....	45

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
--

- 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, school support advocates, behavior support specialist, student support specialist 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, Shared Time 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
--

- 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

- 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.

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 shall be limited to Level Two of the Grievance Procedure.

- 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 12 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. 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.
- (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. Regular gross pay is defined as all compensation derived from Exhibit B Salary Schedule, (salary plus any supplemental contract for long term overload pay).

C. Personal Leave

- (1) Each teacher, not yet at step 14 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.

Those teachers at step 14 and above 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) on any given day.
- (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 one (1) year 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 one (1) year 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 educational 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. 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. 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 15 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) 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 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 6
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 shall be seven (7) hours and forty (40) minutes, inclusive of a duty-free thirty (30) minute lunch period.
 - (2) The teacher work day on the final student day of the work week shall conclude ten (10) minutes after student dismissal.
 - (3) 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.
 - (4) 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.
 - (5) 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.
 - (6) 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 Five (5) minutes prior to student arrival and may not leave earlier than Five (5) after student dismissal. Flex schedules will be subject to review and approval on a trimester 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.

- (7) 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.
- (8) 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-6)

The exception will be weeks when there are scheduled half days. When all building schedules allow all elementary teachers to have a planning time equal to the specials class period, building schedules will be adjusted to ensure teachers receive a planning period equal to the reduced specials schedule that day. If building schedules do not provide daily planning times for all elementary teachers, buildings will follow a specials schedule rotation to ensure the net loss of planning time is shared by all elementary 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. PLC Model

- (1) Options were collaborated on by PLC Committee
- (2) A 30 minute daily period will be incorporated into the daily schedule within the teachers' contractual 7 hours, 40 minute work day.
- (3) This 30 minute period will be designated for PLC meetings (60 minutes per week), office hours to be available to support students, and a maximum of one office hour period per week for assigned student supervision.
- (4) PLC meeting required times will be reduced by the equivalent time on weeks when staff and/or school improvement meetings are scheduled.
- (5) The secondary (7-12 grades) 30 minute period will be scheduled immediately following dismissal. The elementary (K-6 grades) 30 minute period will be scheduled prior to the start of the school day.
- (6) In order to meet the required instructional time at the high school for all students, teacher work days on their designated PLC days will be 5 extra minutes (7:45). High school teacher work days will be reduced on non-PLC days so that the average work day for the week is 7:40. Teachers may choose, with administrator approval to one of the following options on non-PLC days:
 - (a) 1 day 7:30, the remaining 2 days 7:40
 - (b) 2 days 7:35 minutes, 1 day 7:40
- (7) Teachers, with administrator approval, may schedule their office hours either before or after school. Reasonable notice (2 weeks) must be provided to the building administrator.
- (8) PLC Teams may request to change their weekly meeting times from before to after school, or vice versa, with administrator approval. All members of the PLC team must be available and agree to such a change.
- (9) This plan is dependent on every student scheduled K-12 meeting the minimum required instructional hours (1098 hours). Any increase in the State hour requirements that results in student schedules not meeting the minimum required hours would result

in changing the daily work schedule to be compliant with State law.

- (10) The secondary (7-12) and elementary (K-6) student full day and half day schedules are designated in Exhibit C – Calendar.
 - (11) Should a Staff Meeting or SIP Meeting need to be cancelled, the Building Principal will give a 1 (one) week notice when that meeting will be rescheduled.
- F. Adequate off-street parking facilities shall be provided and properly maintained for teacher use.
- G. A private telephone for the teachers' reasonable use shall be made available in each building.
- H. No teacher in the Lakeview School District shall be required to have a student intern.
- I. 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 trimester. 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.
- J. Part-time teacher professional development (PD) requirements, payments
- (1) At the start of each school year, the building principal will meet with any part-time teacher(s) in the building and agree on the PD requirements, attendance and expectations.
 - (2) PLC attendance is expected as part of PD.
 - (3) Any time beyond each individual teacher's pro-rated required PD hours must be pre-approved by the building principal. Payment will take place at the end of the school year pursuant to Paragraph J of this Article, and will include the acknowledgement of the building principal as well as the Assistant Superintendent of Curriculum and Instruction.
- K. 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 \$20.00 per hour. 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.

L. 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) Prior to actual placement of a particular special education student within the classroom of a teacher, such teacher(s) shall have the opportunity to 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 (IEPC). This conference will be concluded by cooperative/joint preparation and execution of an Integration Plan in the form developed by the IEPC.
- (3) 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.

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

ARTICLE 7 Continuing Education Compensation
--

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 trimester) or February 15 (for continuing education compensation to be effective, on a pro-rata basis, effective with the first work day in January) 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 16.
- (6) Pay increases under this Article will only be factored into the payroll pursuant to paragraph (4) of this Article.

ARTICLE 8 Professional Compensation
--

- 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.

Teachers who receive less than an Effective rating will not be eligible for step increases in a subsequent year or additional compensation until such time as an effective rating is received.

(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 session 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.

- 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 \$30.00 per 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. 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.

- H. Methods of compensation set forth in this Agreement will not be read to conflict with any system of performance-based compensation or additional compensation developed by the Board, as set forth in section 1250 of the Revised School Code, MCL 380.1250.

ARTICLE 9
Vacancies

- A. At the time of initial employment the employee should be apprised of his/her other assignments.
- B. 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.
- C. 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.
- D. 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 each school year.
 - (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 10
School Dismissal

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 11
Extra-Duty Assignments

- 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 12 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 used sick days for purposes other than those set out in the Agreement.

ARTICLE 13 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 trimester.

ARTICLE 14
Payroll Deduction

- A. 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.
- B. 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.
- C. 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 15 of this Agreement. Deductions may also be authorized by the United Way.

ARTICLE 15
Insurances

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 packages. The employee shall elect one of the following four packages during open enrollment (or upon hire, as allowed by the carrier). The decision shall be irrevocable for that school year unless there is a COBRA qualifying event. The election shall be made in conjunction with the Section 125 Plan developed and administered by the District.

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

The following insurance plans 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. Choice of 1 of the 3 following plans:

- a. PAK A: Health - MESSA Choices with the MESSA Saver RX; 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; or
- b. PAK C: Health - MESSA ABC1 with the MESSA ABC RX; the health plan shall also include the following deductible and co-payments: \$1,350/\$2,700 in-network deductible, \$2,700/\$5,400 out-of-network deductible. This is a high deductible plan with a health savings account; or
- c. PAK D: Health - MESSA Choices with the MESSA Saver RX; the health plan shall also include the following deductible and co-payments: \$1,000/\$2,000 in-network deductible, \$2,000/\$4,000 out-of-network deductible; \$20 OV; \$25 UC; \$50 ER.

All three health plans above also come with the following dental and vision:

- a. DENTAL - Delta Dental (100/80/80/80) Annual max for Class I, II & III = \$1000; Lifetime max for Class IV is \$1300. No adult orthodontics, two cleanings per year.
- b. VISION – VSP1B. Plan year July 1 to June 30. \$10 exam co-pay, \$85 contact lens allowance, \$25 co-pay eyeglass lenses, \$130 frames.
- c. LIFE/AD&D: \$30,000, \$5,000 basic term life with medical.

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

PAK B:

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

- a. DENTAL – DELTA DENTAL (100/80/80/80) Annual max for Class I, II & III = \$1,000; Lifetime max for Class IV is \$1300. No adult orthodontics, two cleanings per year.
- b. VISION – VSP 1B. Plan year July 1 to June 30. \$10 exam co-pay, \$85 contact lens allowance, \$25 co-pay eyeglass lenses, \$130 frames
- c. LIFE/AD&D - \$35,000 negotiated

A cash stipend of \$150.00 each month per contract year. The CIL benefit is not available to an active Employee for whom Medicare would become

primary; but otherwise available to an Employee who provides proof of primary coverage under the group health plan sponsored by the spouse's Employer. This amount shall be increased to \$225.00 per month if there are at least fifteen (15) participants in Plan #2; \$300.00 per month if there are at least twenty (20) participants in Plan #2; \$350.00 if there are at least twenty-five (25) participants in Plan #2 and \$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).

- C. 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.
- D. For the medical benefit plan coverage year commencing January 1 2019 the District will remain on hard cap and will contribute the maximum amount allowable by law under Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) toward Plan #1 health insurance premiums. The district will contribute one hundred percent (100%) towards the costs for dental, vision and life insurance premiums 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.

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.

- E. 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 which ends July 31.

- F. 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.
- G. 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 mutually agree to change the current insurance program.

ARTICLE 16 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 17 Association and Teacher Rights
--

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

In order to comply with Office of Retirement Services (ORS), no retirement hours will be granted for Union Association Days.

<p>ARTICLE 18 Student Discipline and Teacher Protection</p>

- 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 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.
- C. 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.
- D. 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.

- E. 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.)
- F. 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 19 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 20 Seniority

- A. Each year, prior to November 1, the Superintendent or his/her designee shall prepare a seniority list and transmit an electronic copy of same to the President of the Association. 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 pursuant to the negotiated calendar.

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 21 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 22
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 23
Contract Maintenance

The District and Association agree to meet twice a year to review any language that is in question and to incorporate any Letter of Understanding (LOU's) that have been agreed upon.

ARTICLE 24
Duration of Agreement

This Agreement becomes effective on upon ratification by the Board and the Association and will expire at midnight on June 30, 2023.

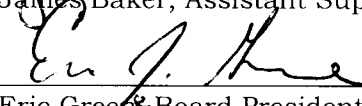
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**BOARD OF EDUCATION
LAKEVIEW SCHOOL DISTRICT**



James Baker, Assistant Superintendent of H.R.

Date: 12/11/18



Eric Green, Board President

Date: 12 Dec 18

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



Dawn Goodman, LEA President

Date: 12/11/18

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 - Fall	6.0%
Event Manager - Winter	6.0%
Event Manager - Spring	6.0%
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
Homebased/Homebound	.07777% per hour
Link Crew	3.0%
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%

Pep Club Sponsor	5.0%
Robotics-Head Coach	8.0%
Robotics-Assistant Coach	4.0%
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%
Middle School Theater	7.0%
Music Director (Instrumental)	4.5%
Music Director (Vocal)	4.0%
National Junior Honor Society	4.0%
Robotics	4.0%
Student Council Director	5.0%
Swim Coach-Head	7.0%
Swim Coach-Assistant	6.0%
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%
Web Sponsors	3.0%
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%
Robotics	2.0%

DISTRICT LEVEL ASSIGNMENTS

Instructional Team Leaders

- Instructional team leaders for approved team leader meetings, projects, professional development scheduled outside the normal work day will be compensated at the project/Professional Development (PD) stipend hourly rates pursuant to Article 6, Paragraph K. The plan will be to use the District Professional Development Management software to create, monitor, approve, and track hours and payments starting July 1, 2018.
- Elementary Instructional Team Leaders (ITL):
 - 5 ITLs per building (20 total).
 - Paid at the contractual hourly project/PD stipend rate pursuant to Article 6, Paragraph K, to a maximum of \$1000 for approved meetings, projects, PD.
 - Hours must be approved by the building administrator. Hours above the maximum must be approved by the Assistant Superintendent for Instruction.
 - A minimum of 2 of each elementary building's ITLs must be classroom teachers.
- Lakeview Middle School Instructional Team Leaders
 - 5th/6th Academy

- 5 ITLs per building.
 - Paid at the contractual hourly project/PD stipend rate pursuant to Article 6, Paragraph K, to a maximum of \$1000 for approved meetings, projects, PD.
 - Hours must be approved by the building administrator. Hours above the maximum must be approved by the Assistant Superintendent for Instruction.
- 7th and 8th Academy
 - 6 ITLs: 4 Core Team Leaders +1 Special Ed Team Leader +1 Behavior Support Team Leader.
 - Paid at the contractual hourly project/PD stipend rate pursuant to Article 6, Paragraph K, to a maximum of \$1000 for approved meetings, projects, PD.
 - Hours must be approved by the building administrator. Hours above the maximum must be approved by the Assistant Superintendent for Instruction.
- Lakeview High School Instructional Team Leaders
 - 6 ITLs: 4 Core Team Leaders +1 Special Ed Team Leader +1 Behavior Support Team Leader.
 - Paid at the contractual hourly project/PD stipend rate pursuant to Article 6, Paragraph K, to a maximum of \$2000 for approved meetings, projects, PD.
 - Hours must be approved by the building administrator. Hours above the maximum must be approved by the Assistant Superintendent for Instruction.
- K-12 Instructional Team Leaders
 - ITLs: Tech/Business, PE/Health, Counseling, Visual Arts, Performing Arts, World Languages, ELL (New).
 - Will participate on school improvement team of the building of their primary teaching assignment.
 - Paid at the contractual hourly project/PD stipend rate pursuant to Article 6, Paragraph K, to a maximum of \$2000 for approved meetings, projects, PD.
 - Hours must be approved by the building administrator. Hours above the maximum must be approved by the Assistant Superintendent for Instruction.
- Elementary Tech Coaches
 - 1 Tech Coach per elementary building.
 - Paid at the contractual hourly project/PD stipend rate pursuant to Article 6, Paragraph K, to a maximum of \$500 for approved meetings, projects, PD.
 - Hours must be approved by the building administrator. Hours above the maximum must be approved by the Assistant Superintendent for Instruction

Educational Specialist \$3000

Overnight Camp Supervisor \$400.00

- 1 position per camp session (2 nights) for the purpose of overnight supervision. Stipend may be split as necessary for shared position.
- All teachers involved in the camp experience will be trained by the district to dispense medication. During daytime hours at camp, all staff members are expected to be able to assist with this process.
- The overnight supervisor will be responsible for dispensing medication at night.

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**

2018-2019 Salary Schedule

Teachers

Step	BA	MA
0	35,772	38,316
1	37,382	40,155
2	39,064	42,083
3	40,822	44,103
4	42,659	46,220
5	44,578	48,438
6	46,584	50,763
7	48,681	53,200
8	50,871	55,753
9	53,161	58,429
10	55,553	61,234
11	58,053	64,173
12	60,665	67,254
13	63,395	70,482
14	66,248	73,865
15	66,447	74,234
16	66,646	74,605
17	66,846	74,978
18	67,046	75,353
19	67,247	75,730
20	67,449	76,109
21	67,652	76,489
22	67,855	76,872
23	67,855	77,256
24	67,855	77,642
25	67,855	78,031
26	67,855	78,421
27	67,855	78,813
28	67,855	79,207
29	67,855	79,603
30+	67,855	80,001

EXHIBIT C
LAKEVIEW SCHOOL DISTRICT
2018-2019 School Calendar

School Calendars for school year 2018-2019 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 10 of this Agreement. The District, prior to scheduling any additional instruction time, shall consult with the LEA Executive Committee.

2018-2019 Scheduled Day of Instruction Form

District Calendar, LEA Approved 4/25/2018 & Board Approved 9/7/2018

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

First Day for Students (PK-K/2018)
Last Day for Students (K-12/2019)

Key

- Preparatory Teachers*
- PK - Student AM, PD, PM
- PD - All Day, No Classes
- Students/Teachers AM only
- Students K-4 AM, K-12 All Day
- First Day for Teachers
- Teachers K-12 (Students/actually-See/Not)
- School (Summer) Days*
- No School-Teacher/Student
- State Casual Days
- SAT & Make-up Training

Teachers K-12	57
November 30 - March 8	64
March 11 - June 7	99
TOTAL	160

Summary of Teacher Days	166
Preparatory Teachers	163
Learning Teachers	

Original Scheduled Student Days	K-12
K-12	166
K-12 Days	166
TOTAL	166

See last Calendar

See Any preparatory teacher will work 5 additional days between July 1, 2018 to June 30, 2019, and no more than once per month after school during the length of teacher preparatory period. The additional days will be for professional development focusing on classroom management, instruction, and assessment. The teacher's administrative supervisor approves the additional 5 days of professional development. The first three years of this training will satisfy the State required 15 days of professional development in the first three years of teaching.

- 7:30-9:00 Unlabeled Breakfast
- 9:00-10:00 LEA Meeting
- 10:00-3:00 Building Staff/ Human Meetings

Oct-18						
M	T	W	Th	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
Days						
Teacher						
Student						
PD						

Feb-19						
M	T	W	Th	F	S	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
Days						
Teacher						
Student						
PD						

June-19						
M	T	W	Th	F	S	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
Days						
Teacher						
Student						
PD						

Sept-18						
M	T	W	Th	F	S	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
Days						
Teacher						
Student						
PD						

Jan-19						
M	T	W	Th	F	S	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
Days						
Teacher						
Student						
PD						

May-19						
M	T	W	Th	F	S	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
Days						
Teacher						
Student						
PD						

Aug-18						
M	T	W	Th	F	S	S
28	29	30	31			
Days						
Teacher						
Student						
PD						

Dec-18						
M	T	W	Th	F	S	S
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
Days						
Teacher						
Student						
PD						

Apr-19						
M	T	W	Th	F	S	S
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
Days						
Teacher						
Student						
PD						

Jul-18						
M	T	W	Th	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
Days						
Teacher						
Student						
PD						

Nov-18						
M	T	W	Th	F	S	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
Days						
Teacher						
Student						
PD						

Mar-19						
M	T	W	Th	F	S	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
Days						
Teacher						
Student						
PD						

NOTES

Student Day	Staff	Students
Thu 7:30-8:30	7:30-11:30	8:30-11:30
Fri 7:30-8:30	7:30-11:30	7:30-11:30
Sat 7:30-8:30	7:30-11:30	7:30-11:30

Early Release PD Days	Staff	Students
Thu 8:30-1:00	8:30-11:30	8:30-11:30
Fri 8:30-1:00	8:30-11:30	8:30-11:30
Sat 8:30-1:00	8:30-11:30	8:30-11:30

- Continuous:
 - Staff: 9 hours minus a year
 - Students: 9 hours minus a year
 - PD: 4 hours minus a year, minus substitute
- Full and Spring LER Open Hearings will be eliminated in exchange for Classroom participation
- * August 31 first day for LEA the Teacher responsible

LETTER OF AGREEMENT

VISION SERVICE PLAN


This Letter of Agreement is entered into between LAKEVIEW SCHOOL DISTRICT (the "District") and LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA (the "Association").

Vision Service Plan 1 B will be discontinued on December 31, 2019. MESSA agrees to provide Vision Service Plan 2 in place of Vision Service Plan 1 B from January 1, 2020 to December 2020.

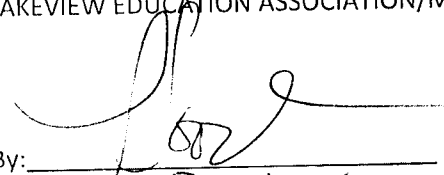
Lakeview Schools will be responsible for the cost equal to that of Vision Service Plan 1 B. MESSA will cover the difference between VSP 1B, and VSP 2 for the 2020 plan year starting January 1, 2020 and ending December 31, 2020. MESSA will not cover the difference in costs beyond December 31, 2020.

Prior to the start of the 2020 school year the District and the Association agree to discuss Vision Coverage for the 2021 plan year.

LAKEVIEW BOARD OF EDUCATION

By: 
Its: Asst. Supt HR
Dated: 11/7/19

LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA

By: 
Its: LEA President
Dated: 11/7/19

LETTER OF AGREEMENT

Teacher Responsibilities

This Non-Precedent Setting Letter of Agreement is entered into between LAKEVIEW SCHOOL DISTRICT (the "District") and LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA (the "Association").

The District and the Association agree that for the duration of any State or Federally ordered school closure that exceeds five (5) days during the 2019-20 school year the following changes in working conditions will take place.

The District will notify students of the opportunity for supplemental work. Teachers will determine and provide to all students supplemental work that is not a part of regular classroom instruction for students. Teachers may review student work and comment accordingly but may not provide grades for work. Teachers will not penalize students for non-compliance, and the District will not penalize teachers for student non-compliance.

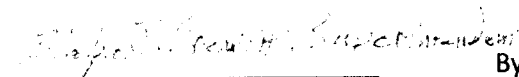
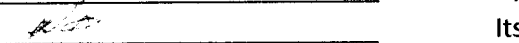
Teachers will log communications with students and document supplemental work to their principal on a weekly basis. Elementary teachers (k-6) will provide supplemental online math and reading work once weekly. Secondary teachers (7-12) will provide supplemental work in their content area once weekly for each of their classes.

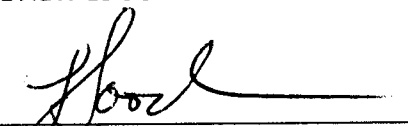

The district will provide internet access for teachers. In the event a teacher does not have internet access and the District is unable to furnish internet access or materials the teacher will not be required to participate. In the event of a teacher having COVID-19, or caregiving for a family member with COVID-19 they are excused until which point they are well enough to resume their teaching responsibilities under the collective bargaining agreement without loss of sick days.

Teachers will virtually attend any regularly scheduled staff meeting, PLC, or other meetings that directly benefit student learning. These meetings will not exceed what has been negotiated under the collective bargaining agreement.

FOR
LAKEVIEW SCHOOL DISTRICT

FOR
LAKEVIEW EDUCATIONAL ASSOCIATION/MEA/NEA

By: 
Its: 

By: 
Its: 

Dated: 3/18/2020

Dated: 3/20/2020

1: signed LOA message

From: Lonnie Goodman <lgoodman@lakeviewspartans.org>
To: Blake Prewitt <bprewitt@lakeviewspartans.org>

Does this work?

Sent from my iPhone

This is a forwarded message.

From: Lonnie Goodman <lgoodman@lakeviewspartans.org>
Date: October 6, 2020 at 8:28:33 AM EDT
To: Lonnie Goodman <lgoodman@lakeviewspartans.org>

LETTER OF AGREEMENT


**This Letter of Agreement is entered into between LAKEVIEW SCHOOL DISTRICT (the "District")
and
LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA (the "Association").**

The Association contract, ARTICLE 15, Section B, states;

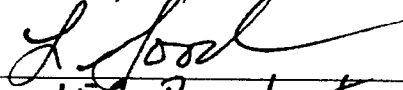
"A cash stipend of \$150 each month per contract year. The CIL benefit is not available to an active Employee for whom Medicare would become primary; but otherwise available to an Employee who provides proof of primary coverage under the group health plan sponsored by the spouse's Employer. The amount shall be increased to \$225 per month if there are at least fifteen participants in Plan#2; \$300 per month if there are at least twenty participants in Plan#2; \$350 per month if there are at least twenty-five participants in Plan#2 and \$500 if there are at least fifty-six LEA member participants."

Due to the extenuating circumstances regarding the 2020-2021 school year, the District is willing to reduce the number to 53 LEA member participants for the \$500 per month. This is a one time, one year (2020-2021 school year) agreement and does not set precedent.

LAKEVIEW BOARD OF EDUCATION

By: 
Its: Superintendent
Dated: 10/6/2020

LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA

By: 
Its: LEA President
Dated: 10/6/2020

LETTER OF AGREEMENT

EPSLA Extension

This Letter of Agreement is entered into between LAKEVIEW SCHOOL DISTRICT (the "District") and THE LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA (the "Association").


The District and the Association recognize that on December 31, 2020, the Families First Coronavirus Response Act (FFCRA) expired, and was replaced with the Consolidated Appropriations Act of 2021 which does not extend the Emergency Paid Sick Leave Act (EPSLA), or the Emergency Family and Medical Leave Act (EFMLA).

The District and the Association agree to allow employees to carry over unused portions of 2020 EPSLA time through March 31, 2021.


This Agreement is effective January 1, 2021, upon ratification by both the Association and the District. Any employees in 2021 who were in the course of using Non-FFCRA leave time for reasons covered by EPSLA will have their leave time restored and replaced with EPSLA time.

Neither the District nor Association waive any other rights or protections respectively afforded them by the terms of the Collective Bargaining Agreement.

FOR LAKEVIEW SCHOOL DISTRICT

By: 
Its: Superintendent
Dated: 1/26/2021

FOR LAKEVIEW EDUCATION
ASSOCIATION/MEA/NEA

By: 
Its: President
Dated: 1/25/2021

LETTER OF AGREEMENT

Additional K-4 May Professional Development Day

This Letter of Agreement is entered into between LAKEVIEW SCHOOL DISTRICT (the "District") and THE LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA (the "Association").

The District and the Association agree to the following change to the approved calendar for the 2020-2021 school year. This change will apply only to the K-4 buildings in the District.

Friday, May 28^{BP} will be an "asynchronous" learning day for students. For this day, teachers will supply online or hard copy assignments that students can work on at home and at a time of their choosing.

On Friday, May 28^{BP} teachers assigned to the K-4 buildings will participate in an onsite professional development session from 8:00 a.m. to 11:20 a.m. At the conclusion of this professional development session, teachers duties for the day will be considered complete.

Neither the District nor Association waive any other rights or protections respectively afforded them by the terms of the Collective Bargaining Agreement.

FOR LAKEVIEW SCHOOL DISTRICT

By: [Signature]
Its: Superintendent
Dated: 3/19/2021

FOR LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA

By: [Signature]
Its: VEA President
Dated: 3/19/2021

LETTER OF AGREEMENT

Elementary Planning Time Issue with ECSE Teachers

This Letter of Agreement is entered into between LAKEVIEW SCHOOL DISTRICT (the "District") and THE LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA (the "Association").


The District and the Association agree to the following resolution to an issue with planning time as it pertains to ECSE teachers. This serves as a resolution to planning issues during the 2020-2021 school year and only applies to the 2020-2021 school year.

In recognition of lost planning time over the course of the 2020-2021 school year, the District will pay both teachers assigned to an ECSE classroom the sum of \$300.

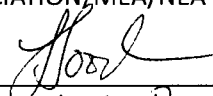
Furthermore, the District agrees not to assign duty during the excess planning time that occurs on Friday of most weeks, except in extraordinary situations.

Neither the District nor Association waive any other rights or protections respectively afforded them by the terms of the Collective Bargaining Agreement.

FOR LAKEVIEW SCHOOL DISTRICT

By: 
Its: superintendent
Dated: 3/31/21

FOR LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA

By: 
Its: LEA President
Dated: 3/31/21

LETTER OF AGREEMENT

Salary Schedule Step 0 and Limitations on Granting Steps to New Members

This Letter of Agreement is entered into between LAKEVIEW SCHOOL DISTRICT (the "District") and THE LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA (the "Association").

For teachers hired on or after July 1, 2021, the District and the Association agree to the removal of step zero (0) from Exhibit B of the Master Agreement. This applies to both the BA and MA columns of Exhibit B.

EXHIBIT B

Professional Compensation

2018-2019 Salary Schedule

Teachers

Step	BA	MA
0	35,772	38,316
1	37,382	40,155
2	39,064	42,083
3	40,822	44,103

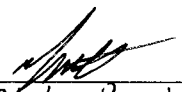
This letter of agreement has no impact to salary schedule placement or movement of Association members employed with the District before July 1, 2021.

The District and the Association agree to amend Article 9 of the Master Agreement, as follows:

- B. 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.

Neither the District nor Association waive any other rights or protections under the Master Agreement.

FOR LAKEVIEW SCHOOL DISTRICT

By: 
Its: Blake Przewitt, Superintendent
Dated: 5/20/21

FOR LAKEVIEW EDUCATION
ASSOCIATION/MEA/NEA

By: Lonnie Goodman
Its: LEA President
Dated: 5/20/21

LETTER OF AGREEMENT

One (1) Percent Off Schedule Payment

This Letter of Agreement is entered into between LAKEVIEW SCHOOL DISTRICT (the "District") and THE LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA (the "Association").

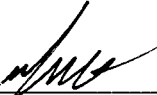
The District and the Association agree that all teachers will be paid a one-time, one (1) percent off-schedule wage payment for the 2021-2022 school year for services rendered as public school employees, based on each teacher's 2021-2022 salary schedule placement, as contained in Exhibit B of the Master Agreement.

All teachers that are active employees as of October 1, 2021, will be eligible for this payment.

The payment will be distributed in a lump sum as part of the last payroll in the month of October 2021.

Neither the District nor Association waive any other rights or protections under the Master Agreement.

FOR LAKEVIEW SCHOOL DISTRICT

By: 
Its: Blake Prowitz, Superintendent
Dated: 5/20/21

FOR LAKEVIEW EDUCATION ASSOCIATION/MEA/NEA

By: Lonnie Goodman
Its: LEA President
Dated: 5/20/21

DISTRICT CALENDAR

2021-2022 Scheduled Days of Instruction Form

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

Winters 5/20/21
Frost 5/20/21

Calendar grid for July 2021 showing days of the month.

Calendar grid for August 2021 showing days of the month.

Calendar grid for September 2021 showing days of the month.

Calendar grid for October 2021 showing days of the month.

Calendar grid for November 2021 showing days of the month.

Calendar grid for December 2021 showing days of the month.

Calendar grid for January 2022 showing days of the month.

Calendar grid for February 2022 showing days of the month.

Calendar grid for March 2022 showing days of the month.

Calendar grid for April 2022 showing days of the month.

Calendar grid for May 2022 showing days of the month.

Calendar grid for June 2022 showing days of the month.

Table showing Original Scheduled Student Days: K-12 Full-Days (165), 1/2 Days (15), and TOTAL (180).

Summary of Teacher Days: Probationary Teachers (187), Returning Teachers (182).

Table for Trimesters K-12: August 25 - November 12 (56), November 15 - March 4 (65), March 7 - June 3 (59), and 180.

Student Day table with columns: Mon, Staff; Tue-Fri, Staff; Mon, Students.

Student Day table with columns: Tue-Fri, Students; Half Day (End of Tr), Staff.

Student Day table with columns: Students, PD; Staff.

Student Day table with columns: Students, PD; Staff.

Student Day:

Notes

Conferences:

Table with columns: Elem, MS, HS; Staff; Students.

Table with columns: Elem, MS, HS; Staff.

Table with columns: Elem, MS, HS; Staff.

Table with columns: Elem, MS, HS; Staff.

* Probationary teachers in years 2-5 will coordinate with their principal to identify 30 additional hours of PD to occur between July 1, 2021 - June 30, 2022. First year probationary teachers will participate in a PD program coordinated by the district instructional department. These yearly additional hours will be for PD focusing on classroom management or instructional delivery/strategies. The teacher's administrative supervisor approves the additional hours of PD. The first three years of this training will satisfy the State required 15 days of PD in the first three years of teaching.

- ** 7:30-9:00 District Breakfast
9:00-10:00 LEA Meeting
10:00-11:00 Staff, 12-3 PD

First Day for Students 8/25/2021
Last Day for Students 6/3/2022

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