

Professional Agreement

BETWEEN THE

LAKEVIEW COMMUNITY SCHOOL'S

BOARD OF EDUCATION

And the

LAKEVIEW EDUCATION ASSOCIATION

July 1, 2009 - June 30, 2010

Article 1.	AGREEMENT	3
Article 2.	RECOGNITION	4
Article 3.	BOARD RIGHTS	5
Article 4.	TEACHER RIGHTS.....	6
Article 5.	ASSOCIATION RIGHTS	7
Article 6.	NON-DISCRIMINATION	8
Article 7.	DEDUCTIONS AND AGENCY SHOP	9
Article 8.	PROFESSIONAL COMPENSATION	10
Article 9.	VACANCIES AND PROMOTIONS	12
Article 10.	TRANSFERS.....	13
Article 11.	TEACHER EVALUATIONS	14
Article 12.	COMPENSABLE LEAVE	16
Article 13.	UNREQUESTED LEAVES OF ABSENCE	17
Article 14.	UNPAID LEAVE	18
Article 15.	CLASS SIZES	19
Article 16.	GRIEVANCE PROCEDURE SCHEMATIC	20
Article 17.	NO INTERRUPTION OF EDUCATION	23
Article 18.	TEACHER PROTECTION	24
Article 19.	ORDERLY REDUCTION OF STAFF	25
Article 20.	SCHOOL IMPROVEMENT PLANS	26
Article 21.	PROFESSIONAL DEVELOPMENT	27
Article 22.	TEACHING CONDITIONS AND HOURS	28
Article 23.	NEGOTIATIONS	29
Article 24.	DURATION OF AGREEMENT	30
	APPENDIX A SALARY SCHEDULE	31
	APPENDIX B EXTRA DUTY ALLOWANCES	32
	APPENDIX C COACHING	35
	APPENDIX D SCHOOL CALENDAR	36
	APPENDIX E GRIEVANCE REPORT FORM	37
	APPENDIX F SICK BANK POLICY	38
	APPENDIX G GRIEVANCE PROCEDURE	41

Article 1. AGREEMENT

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

Article 2. RECOGNITION

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

Article 3. BOARD RIGHTS

1. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

Article 4. TEACHERS RIGHTS

1. Nothing contained herein shall be construed to deny or restrict to any Teacher rights he or she may have under the Michigan General School Laws.
2. No Teacher will be required to have a student teacher. The money received by the school for student teachers will be put in a fund administered jointly by the L.E.A. and the Board. It is recommended that the funds be used by the department or grade level that the Teacher worked in.
3. Prior to the end of the school year, all Teachers in conference with their building principals will be given a tentative schedule or assignment for the coming year. Every effort will be made to make a firm assignment by July 15th. Any change thereafter shall be made only with the consent of individuals involved unless courses, sections, or special areas are eliminated. Should any re-scheduling take place, it shall be the least senior member, unless a more senior member wants the assignment, of the grade or the department who shall be assigned any nonacademic duties.
4. No Teacher shall be transferred in assignment, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Discipline shall be defined as a written warning, written reprimand, or suspension without pay.
5. The parameters of the retention or non-retention of probationary teachers is expressly defined in Article II, sections 38.81 through 38.84, of the Tenure Act. Non-retention of a probationary teacher shall not be subject to the existing grievance procedure. However, such actions by the Board will not be arbitrary or capricious. Such probationary teachers will be granted, upon request, a closed hearing before the Board of Education, the right to call witnesses, and the right of representation by the Lakeview Education Association or their representatives.
6. Nothing contained in this Agreement shall be construed to prevent any individual Teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, providing the Association has been given opportunity to be present at such adjustment.
7. It is agreed that the provisions of individual contracts shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
8. Thirty days prior to the opening of school, all Teachers returning to contracted extracurricular activities, in conference with the appropriate supervisory personnel, will be given a tentative assignment for the coming year. Every effort will be made to make a firm assignment(s) prior to the opening day of school. Any changes thereafter shall be made only with the consent of the individual involved unless programs or activities are eliminated.
9. A Teacher may request of the appropriate district personnel, the use of his/her own classroom for extra-curricular activities. Any reasonable request will be honored and confirmed with the teacher.

Article 5. ASSOCIATION RIGHTS

1. The Association shall have the right to use the school building facilities at reasonable times and intervals for Association meetings before or after regular class hours. Such meetings shall not be conducted in a place or at time which might interfere with school activities, including extra-curricular activities conducted after class hours. Prior notification of intent to hold a meeting shall be given and the appropriate district personnel shall designate the room in which the meeting is to be held. Any use of the facilities or activities conducted on school property or with school resources shall be in accordance with all applicable laws.
2. The Association shall be provided sufficient bulletin board space in each school for the posting of Association notices and other materials.
3. All rights granted in Section 1 and 2 shall be lost during times of work stoppage.
4. The Board shall place on the agenda of each regular Board meeting, so as to be brought to the floor during the 1st hour of new business, any reasonable matters brought to its consideration by the L.E.A. so long as these matters are made known to the superintendent's office four (4) work days prior to said meeting. The Association President shall receive copies of all Board meeting minutes and notification of all Special meetings, except executive sessions. The Association President shall receive a copy of each month's approved bills upon reasonable request.
5. Up to ten (10) teacher days total may be taken by designated individuals for Association business approved by the Association and duly delegated to these individuals. Reasonable notice of days may be required, and requests may be denied for legitimate education purposes, such as standardized testing periods. Classes and/or costs for substitutes will be covered by the Association. This does not count against the individuals' personal leave.
6. The Association President and its Building Representatives, as elected and/or designated by the Association, will be permitted to use their preparation/conference time for the purpose of conducting Association business throughout the entire school system, providing that consent of the building Principal is given and that the preparation time may be re-scheduled by the Principal.

Article 6. NON-DISCRIMINATION

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

Article 7. DEDUCTIONS AND AGENCY SHOP

1. Association staff may elect to direct deposit a portion of and up to complete payroll compensation at a financial institution of choice. In the event that any individual at any give time has three or more payroll checks outstanding, he or she will be required to set up a direct deposit account at a banking facility of the individual's choice prior to the next payroll.
2. The Board of Education agrees to deduct from Teachers' salaries dues for the L.E.A., M.E.A., N.E.A. and insurance as the Teacher individually and voluntarily authorizes in writing to the Board prior to October 1.
3. The L.E.A., M.E.A., N.E.A. dues shall be deducted in equal installments, September to the last pay of May, if notification has been received from the LEA of the deduction amounts. It is the responsibility of the LEA to provide Central Office with the list of names and amount of the dues deductions for each member.
4. Teachers shall pay any of the following:
 - A. Association membership dues.
 - B. Service fees related to collective bargaining and contract administration in an amount established by the Association.
 - C. An amount equal to the service fee to the James Kos Memorial Scholarship Loan Fund.
 - D. An amount equal to the service fee to the Lakeview Educational Association Scholarship Fund.
5. The amount of the service fee shall be determined by the Association in accordance with its established and published procedures. Bargaining unit members who disagree with the amount determined as the service fee must exhaust the Association's internal appeal procedures under the "Policy Regarding Objections to Political/Ideological Expenditures" before commencing any other action or appeal before any administrative, judicial or contractual forum.
6. Payment of the service fee shall be due in equal monthly installments for the remainder of the school year ending in June, commencing 31 days after the latter of the following events: (1) the effective date of this Agreement; (2) the date of execution of this Agreement; (3) the employee's date of employment; or (4) written notification by the Association to non members and the District of the service amount for that given school year.
7. The Association agrees to hold the Board harmless and indemnify it from any and all claims, demands, suits or other forms of liability by reason of any action taken or not taken by the Board or its designated agent for the purposes of complying with this Article. The Association shall provide the counsel and assume all legal costs and liabilities incurred by the Board in connection with any legal or administrative proceedings arising from the implementation of this article.
8. Bargaining unit members may have their dues, or scholarship contributions payroll deducted by signing and delivering to the employer a payroll deduction authorization.

Article 8. PROFESSIONAL COMPENSATION This proposal regarding insurance is part of the whole compensation package – See Schedule A.

1. The Board shall provide MESSA Choices II only, with a \$100/\$200 IN deductible; \$250/\$500 OON deductible; \$10/\$20/\$50 OV/UC/ER; \$10/\$20 RX card. The Board shall provide without cost to the employee MESSA/Delta Dental Plan 100/50/50 with \$1000 adult orthodontic rider, including internal and external coordination of benefits for all employees and their eligible dependents as defined by MESSA/Delta. The Board shall provide without cost to the employee MESSA/Vision Service Plan 2 for all employees and their eligible dependents as defined by MESSA including internal and external coordination of benefits. The Board shall provide without cost to the employee MESSA/Negotiated Term Life Insurance, in the amount of \$5000, that shall be paid to the employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D). The Board shall provide without cost to the employee Long Term Disability Insurance. Benefits shall be paid at 66 2/3% of salary, up to a monthly maximum of \$3500, and shall begin after the expiration of 90 consecutive calendar days. The Board will contribute for each employee \$16,486.51 toward the 2010-11 MESSA Choices II premium. Employees shall contribute \$10.00 per month for 12 months through payroll deduction.

For example purposes only:		Employer	Employee
2010-2011	MESSA Choices II rate = \$1,383.88/mo	\$1,373.88	\$10.00

For the 2011-2012 year only, to the extent the District's audited unreserved general fund balance exceeds 2%, the Board will supplement any increase in health insurance costs up to the first 8% with any money above the 2% unreserved general fund balance.

(A) Part-time teachers will receive a pro-rated payment for health/dental/vision insurance based on their contractual teaching time. Example: A half-time teacher will receive a payment of up to \$8,243.28 annual.

2. The Board shall provide a cash option in lieu of health benefits. The cash amount shall be \$300.00 per month. Only one (1) member of the same household will take MESSA Health Insurance. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the bargaining unit member to an M.E.A. Financial Services Tax-Deferred Annuity, or other annuity approved under the plan. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement. The program became effective with the first pay of the 2009 contract and continues until revoked by the member. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect. All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.
3. The Board will provide a qualified plan for the purposes of meeting Section 125 of the IRS Code for the duration of this contract.
4. The Board agrees to pay longevity for 2009-2010 and 2010-11

Years 13-14	\$500.00	Years 25-29	\$2250.00
Years 15-19	\$1000.00	Years 30+	\$2750.00
Years 20-24	\$1500.00		

These years, the longevity payment will be for only one half of the stated amounts. However, teachers will continue to progress on the longevity scale. This is years taught in the Lakeview system. All full and part-time teachers shall continuously earn credit towards longevity in direct proportion to their years of service. The part-time teacher(s) will receive longevity in direct proportion to the percent of each day worked.

5. All Teachers retiring from the Lakeview School System with at least ten years of teaching in the Lakeview School System shall be given: \$30 (thirty) per day for all unused, accumulated sick days.
6. Incoming Teachers may be given full credit for experience in other districts. In the event a new teacher agrees to forego full credit for other experience, the Board shall deliver to the Association, within twenty four (24) hours, a letter signed by the new Teacher stating the Teacher's agreement and saving the Association harmless from future claims for full credit for experience. Date of seniority for purposes of layoff and job preference will be one year previous to date of hire as a regular teacher.

7. Part-time Teachers shall receive salary in direct proportion to the percentage of each day worked for each applicable step. Part-time Teachers shall advance a full step for each year of service but shall be paid in direct proportion to the percentage of each day worked as in accordance with Appendix A. Should a part-time Teacher transfer to full-time, the Teacher will receive credit for each proportional part of each year worked. For example, a half-day Teacher transferring to a full-time position will receive credit for one (1) year's experience for every two (2) years taught at half days.
8. Extra duty pay for employees covered by this Agreement is set forth in Appendix B which is attached to and incorporated in this Agreement.
9. Coaching pay for employees covered by this Agreement is set forth in Appendix C which is attached to and incorporated in this Agreement.
10. Any teacher who substitutes in another classroom during their preparation period will be paid \$12.00 (twelve dollars) per hour or \$18.00 (eighteen dollars) per block. Such substituting will be done on a rotational and voluntary basis only. Elementary teachers who substitute for Art, Music, or Physical Education period will be credited with one-half (1/2) hour per period of substituting and will be paid \$6.00 for each subbing period. School counselors may substitute in the regular classroom for pay. However, school counselors will not be part of the rotational system and will have the right to refuse substitution time with none of the accompanying responsibilities. Counselors may not be paid for more than one hour or one block of substitution time daily.
11. Teachers in grades 9-12 who teach an overload class in lieu of their planning period or a zero hour equivalent to one trimester block shall receive additional compensation on a prorated basis using the following calculation: $1/15 \times \text{individual teaching salary} = \text{overload pay each trimester}$. Example: $1/18 \times \$33,985 = \$1,888.06$ each trimester. Definition: overload is a class posted by semester/year, or any part of such, to be taught in lieu of a planning period, and scheduled only as agreed to by building principal and superintendent.
12. The Board shall issue a pass, upon advance request, to a Teacher for any school sponsored event. Receiving such pass signifies the Teacher's willingness to help (crowd control, student behavior, etc.) if so requested by the sponsor in charge.
13. Teachers serving on committees related to state mandates will be compensated for membership. State mandated required committees: (Level III) will be compensated at the rate of \$13.00 per hour for meetings held before or after school during the regular school calendar year. The level III committees consist of Intergrade level Core Curriculum Committees including media and technology, 504-TAT, At Risk Planning, Health Advisory, North Central Steering Committee and other Building Level School Improvement Committees, Elementary Focus Committees, Drug Free Schools, Talented Achiever's Programs, and Mentor Teacher Team. The list of level III committees remains open-ended and may be revised at any point in time provided there is consensus amongst a committee consisting of LEA building reps, LEA president and/or chief negotiator, and representatives from administration and board of education. Summer work will be reimbursed at the rate of \$16.00 per hour. Committee chairs will receive an additional \$4.00 per hour as they will have additional responsibilities such as recording attendance, maintaining minutes and agendas, planning and scheduling meetings, turning in compensation sheets to the principal, and preparing a final year end report. Payment will be made in the last paycheck of each semester or at the end of a specific project. Job related committee work (level I) will not be compensated nor will certain voluntary (level II) committees. Teachers serving on specific ISD committees will receive compensation for mileage and certain additional costs accrued as a result of membership on the ISD committee.
14. After the completion of the state required BA+18 credit hours, the Board shall reimburse any tenured teacher at the rate of fifty (\$50) dollars per graduate credit hour with a maximum of three (3) credit hours per year. To receive tuition reimbursement:
 - (a) Prior to taking coursework, approval must be granted by the Superintendent.
 - (b) Graduate course work must be in the teacher's educational major or minor subject area or in an educationally connected field.
 - (c) Proof of successfully completing graduate coursework with a grade of "B" or better must be submitted for reimbursement to Central Office within one month of receiving grade.
15. Pre-school teachers shall be paid on a separate scale, which shall allow the programs to be self-sustaining financially. The District shall provide the Association with the rates to be paid to teachers who work in these positions and an explanation of the budget for the programs. Notwithstanding any other provisions of this agreement, pre-school teachers compensation and benefits shall be limited to the hourly rate for the position, sick leave and required employer contributions to the state pension program and for F.I.C.A. Any teacher who elects to transfer or bump into a pre-school program will receive only the compensation and benefits for the position.

Article 9. VACANCIES AND PROMOTIONS

1. A vacancy for purposes of this Article is a bargaining unit position which is unfilled, and which the Board has determined to staff. The Board will notify the Association if the vacant position is being eliminated. If the vacant position is to continue, the Board will post the position. A leave of absence does not create an unfilled position.
2. In the event the district chooses to hire additional certified staff during the school year, the date of hire will be the primary factor for determining the individual's status and compensation package. If hired within the first 60 days of the school year, the person would be considered a first year probationary teacher and placed into the bargaining unit on the appropriate salary step. After the first 60 school days, the District may choose to temporarily hire an individual under the status of a long-term substitute teacher outside the bargaining unit and compensate accordingly.
3. For the entire year, the Board shall inform the President of the Association of vacancies occurring on the professional level on the first day of the posting. During the summer months, all vacancies will be posted at the Central office and each building for no less than seven (7) calendar days before being filled. In the event that one of the four LEA Executive Officers cannot be reached on the first day of the posting, the posting will remain open for a total of fourteen (14) calendar days, unless waived by mutual agreement. Teachers interested in new or vacated positions should call the Central Office for current positions or leave stamped, self-addressed envelopes.
4. Whenever a Teacher is interested in being considered for assignment to any professional position in the District, he or she may file a written notice of his or her interest with the Superintendent. In filling vacancies in teaching positions, the Board shall give equal consideration to teaching experience, academic credentials, and seniority with no one criteria being the sole factor as long as the employee meets both the State and Federal requirements.
5. Grant-funded positions will be filled according to the grant requirements and in accordance with section 3.
6. The Board shall give special consideration to Teachers of the Lakeview Community School System in the assignment of any extra and co-curricular positions. In filling such vacant extra and co-curricular positions, the Board of Education shall give due weight to the experience, training and attainments of all applicants, the length of time each has been in the School System of this District, and any other relevant factors. If no interest is shown from within the bargaining unit, the manner in which the job will be filled is at the sole discretion of the Board.

Article 10. TRANSFERS

Proposed Language

1. A transfer is defined as a change of assignment done as a result of an emergency need to change staff placement during the school year. Such changes will be voluntary to the extent possible. However, should an involuntary transfer be necessary, the teacher shall have the first right to return to his or her prior assignment, should it become available. If any vacancy opens that the involuntarily transferred teacher is qualified to teach, according to state and federal regulations, that individual will be given first consideration for the placement providing favorable prior evaluations have been documented. Within ten (10) work days of a posted vacancy, the staff member who was involuntarily placed will notify their building administrator of their intent to accept or decline the vacancy.
2. In the event the involuntary transferred teacher turns down reassignment to the original position, that teacher will no longer be considered as an involuntary transfer. An original position for: Grades PK-5 will be the same grade level taught prior to the involuntary transfer; Grades 6-8 will be the same content area taught at any grade level 6-8 prior to the involuntary transfer; Grades 9-12 will be the same content area taught at any grade level 9-12 prior to the involuntary transfer. If an involuntarily transferred teacher is not offered reassignment to the original position at the conclusion of that school year, the staff member has the right to invoke bumping privileges per Article 19 for the following school year only. Therefore, the involuntary transfer status will no longer apply. A person bumping into a PK position will receive the pay and benefits as established under this Agreement for that position. A person involuntarily transferred to PK can elect to take a voluntary layoff.
3. If reduction of staff becomes necessary due to emergency situations, the transfer language can be referred to as long as doing so affects the fewest teaching positions possible resulting in the fewest number of layoffs. This process will include collaboration with the LEA Executive Board.
4. Any teacher who is transferred to a supervisory or executive position, for a time period of one calendar year or less, shall continue to accrue seniority and will be granted the next step in pay. Said temporary administrator shall not be directly responsible for teacher evaluations, teacher discipline, or the hiring of instructional or support personnel, and shall, therefore, not be subject to the grievance procedure as outlined in Article 16 of this contract.

Article 11. TEACHER EVALUATIONS

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

Each Teacher's personnel file shall contain the following minimum items of information:

 - All Teacher evaluations and individualized development plans
 - Copies of annual contract(s)
 - Teacher certificate
 - A transcript of academic records
 - Record of continuing education completion
 - Record of tenure status (probationary shall include date of hire; tenure shall include date tenure was achieved).

No material other than privileged information as defined above may be placed therein without allowing the Teacher an opportunity to file a response thereto, and said response shall become a part of said file. Monitoring and observation of teachers shall be carried on openly.
2. Each building administrator will explain the evaluation process to all probationary teachers at the start of each school year. As a part of this process, the evaluation form to be used will be reviewed and explained. The evaluation process, evaluation form, or criteria for evaluation, will be explained and provided to all teachers on the first teacher day of each school year. Within the first thirty (30) school days, the observation criteria will be explained and provided to teachers being observed prior to the observation.
3. The evaluation process shall comply with all requirements established by the state law and the Michigan Department of Education, including but not limited to the Race to The Top requirements set forth in MCL 380.1249 & 1250, which currently requires: a) the teacher evaluation process shall include student achievement measures as a significant portion of the evaluation process; b) such student achievement measures shall be based on national, state and/or local assessments and other objective criteria; and c) effective with 2014, a teacher must have received a satisfactory evaluation to advance on the salary schedule. The parties agree to establish a committee to work collaboratively on compliance.
4. Probationary Teachers shall be evaluated in writing at least two times each year by their building administrator. The first evaluation shall take place on or before December 1st, and the second on or before March 15th. Each evaluation shall be at least 60 days apart. Each teacher shall be given a copy of the written observation notes and a post-observation conference will be held between teacher and building administrator to discuss the observation within 10 working days.
 - A. Each probationary teacher shall meet with his or her building administrator by December 1 of each school year for the purpose of developing an Individualized Development Plan. The IDP will be formulated by the building administrator in consultation with the Teacher. The IDP will identify specific goals for each Teacher and will specify strategies for the achievement of each goal. The school district will pay any expenses (such as tuition, mileage, workshop fees, etc.) incurred by the Teacher in following the strategies designated within the IDP.
 - B. A year-end performance evaluation must be placed in the employee's personnel file by April 1. This evaluation will be based upon the two observations. The evaluation must contain an assessment of the teacher's progress in meeting the goals of his/her IDP. Upon completion of the year-end performance evaluation, a personal conference will be held between the building administrator and the teacher to discuss and or modify the existing IDP, if necessary.
 - C. The probationary teacher may be required to attend meetings or in-services for up to one day (7 1/2 hrs) over the summer vacation for the purpose of developing the IDP or for professional development necessary to implement strategies identified within the IDP. The date is to be mutually agreed upon between teacher and building administrator.
5. Tenure teachers must be given a performance evaluation at least once every year. If a tenured teacher received a "less than satisfactory" evaluation, the district is responsible for providing that teacher with an Individualized Development Plan formulated by the building administrator in consultation with the teacher and the resources necessary to implement the plan. Performance evaluations must be minimally based upon two classroom observations conducted during the period encompassed by the evaluation. The Individualized Development Plan shall be ready for implementation by the next semester or within 30 working days. If a tenured teacher is on an Individualized Development Plan, the evaluation must include at least one assessment of the teacher's progress in meeting the goals of that plan. All evaluations will be placed in the respective personnel files in the Superintendent's office.

6. Probationary teachers and tenure teachers shall have the right of representation in any conference or consultation.
7. A copy of each formal evaluation will be made available to the teacher within twenty (20) work days after the completion of the evaluation, no later than April 1st.
8. Upon completion of a satisfactory probationary period of not more than four (4) years and maintenance of the appropriate licensure and/or certifications, the school social worker and speech therapist/speech language pathologist will not be disciplined or discharged without just cause.
9. A complaint directed toward a teacher that may lead to a conference, be written into the Teacher's personnel file, or be used as a basis for reprimanding a Teacher, shall be called to the Teacher's attention by the appropriate administrator. If any question of breach of Professional Ethics is involved, the Association shall be notified.

#6 & #7's order were switched

Article 12. COMPENSABLE LEAVE

1. All teachers unable to teach because of personal illness, accident or disability shall be granted ten (10) days of sick leave per year with the unused portion being accumulated on an unlimited basis. These days will be added at the beginning of the year, but in the case of a teacher leaving employment at some point during the school year days will be pro-rated. If the full ten days were used, in the last pay of the teacher who is leaving, payroll will calculate the amount owed to the district by the teacher and reduce said teachers last paycheck by that amount. The term "personal illness" is meant to include physical and mental illness as well as substance abuse treatment.
2. Absence from duty for illness in the immediate family, extended family, or other significant person (as determined by the Superintendent in each individual case), is to be deducted from the individual's accumulated sick leave.
3. Five (5) days per school year shall be allowed for bereavement and is to be deducted from the Individual's sick leave. Additional days may be granted at the discretion of the Superintendent.
4. Three (3) of the individual's accumulated sick leave days may be taken to transact important, necessary, personal business that cannot be transacted on a non-contracted day (the key word is *necessary*). Arrangements for such leave should be made at least forty-eight (48) hours in advance with the Superintendent or designee. Reasons for taking such leave need not be stated. Personal business days shall not be used to carry out activities that are in part or in whole concerned with a second job or activity from which the individual derives, hopes to derive or intends to derive an income from work apart from the position contracted with the Lakeview Community Schools. Personal days may not be used to extend vacation, holiday, or break time unless a specific purpose is stated which complies with the above language as approved by the Superintendent. Extra personal business days may be granted for special circumstances provided the request falls within the parameters as stated above, and are approved by the Superintendent. In the case that personal days are approved to extend vacations, (winter holiday, spring break, and summer break), the teacher's salary will be deducted in the amount of the daily substitute rate including FICA and retirement of the substitute replacing the teacher for the extended leave.
5. First year employees shall be eligible for combined leave at the rate of one half (1/2) the annual leave allowance during the first one half (1/2) of their year employment, and the remainder of their year's allowance during the second half of the year. Part-time employees shall receive leave days at a rate proportional to their employment.
6. The Board reserves the right to require, and will pay for, a doctor's written statement as evidence of illness. The doctor shall be designated by the Board. In the case of a conflict in medical opinion and the Board wishes to deny a benefit normally due an employee because of illness or accident, a third opinion shall be sought at the Board's expense. If a third opinion is sought, the doctor shall be selected by the LEA President and the Lakeview Superintendent from a list provided by the Mid-Michigan Health Department.
7. Upon written authorization from the Association, the Board shall deduct one (1) day from each teacher's accumulated sick leave days for purposes of funding the Sick Bank. If so authorized by the Association, the Board may deduct more than one (1) day. The Board shall deduct one (1) day from each new teacher's leave days during the first year of employment. The maximum number of days accumulated by the Bank shall not be more than three times the number of personnel represented by the Association. If the number of accumulated Bank days becomes excessive, these surplus days will be returned to the members who have contributed the most days. Teachers may request at any time and receive within twenty-four (24) hours the number of days accumulated.
8. Jury Duty: A teacher called for jury duty will be paid his/her regular salary provided any compensation received for jury duty is remitted to the school district. Teachers shall report to work at all reasonable times when not serving as a juror.
9. Military Duty: A teacher will be released with pay for a period not to exceed two (2) weeks per year for required armed services military duty, or as required by current state and federal law.
10. The Superintendent shall certify to the legitimacy of a claim for compensation for absence.
11. The Teacher shall be eligible to use accumulated sick leave for any pregnancy-related disability, or childcare up to one (1) year commencing from the date of birth of the child.
12. FAMILY AND MEDICAL LEAVE ACT OF 1993 will be followed as outlined in the Lakeview Community Schools' Board Policy #3430.01

Article 13. UNREQUESTED LEAVES OF ABSENCE

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

Article 14. UNPAID LEAVE

1. Unless otherwise specified in writing, a leave of absence when granted by the Board of Education shall:
 - a) Entitle the Teacher to return to employment in the same subject area and grade level from which leave was taken. A refusal of offered employment following the leave of absence shall immediately end this privilege.
 - b) Not entitle the employee to accrual of sick leave.
 - c) Not entitle the employee to advancement on a schedule for the time away from actual employment prearranged with the Superintendent of Schools.
 - d) Not entitle the employee to any school system subsidized insurance premiums, retirement payments, or unemployment compensation.
2. All leaves granted under Article 14 shall be without pay.
3. A leave of absence may be granted on recommendation of the Superintendent of Schools for a period not to exceed one (1) year to any employee having successfully completed the probationary period. The time period is subject to renewal at the will of the Board following written request by the Teacher. A request for a renewal must be made before termination of the leave. The request shall not exceed one year for each renewal. When leaves are extended beyond one year, a teacher may return to a position for which he or she is qualified, provided there is a vacancy for which the teacher is certified.
4. Any Teacher whose personal illness extends beyond the period compensated under Article 12 shall be granted a leave of absence without pay for one (1) year. A renewal may be requested, subject to the will of the Board.
5. Teachers will be granted a Leave of Absence when drafted into the Armed Forces, or for voluntary service duty during a declared National Emergency. Teachers returning from this military leave shall be given re-employment in the same capacity held before the leave of absence. They shall also be given the benefit of any increments and advancements on schedule which would have been granted to them had they remained in active service with the school system.
6. Teachers who have been employed by the Board may be granted an Educational Leave for Teacher Improvement of up to one (1) year. It is agreed that Teacher improvement includes, but is not limited to: attending a college or university or other educational institution, traveling which will improve the Teacher's ability to teach, and serving as an officer in the Michigan Education Association, or the National Education Association. Teachers on Educational Leave shall be allowed one-half (1/2) credit toward retirement for times spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board. While on Educational Leave, a teacher's seniority shall accrue. Upon returning from Educational Leave, the Teacher shall be restored to the same teaching position or to a position of like nature and be placed on the salary schedule as the Teacher would have been if he or she taught in the district during the educational leave period.
7. A Teacher shall, upon request, be granted a child care leave. The duration of the leave shall be up to one (1) year, renewable at the discretion of the Board. Requests for such leaves must be submitted at least ninety (90) days prior to the expected date of birth as certified by the attending physician.
8. A full day's pay (based on the number of contracted days for the school year) will be deducted for days other than approved as "personal" or "sick leave".

Article 15. CLASS SIZE

1. The following are class size limitations and provisions:

Grades K-2	24
Grades 3-5	27
Grades 6-8	30
Grades 9-12	30 with a daily maximum of 160 or prorate with a FTE (full time equivalent) with PE and Music
Keyboarding/Computers	28 (or limited to computers available)
Music K-5	35 (with all performing groups exempt)
Music 6-12	50 (with all performing groups exempt)
Physical Education (MS/HS)	45 (full gym usage) 35 (half gym usage)
Physical Education (Elem. K-2)	35
Physical Education (Elem. 3-5)	35

2. In determining class size the following provisions will be adhered to:

- a. Class size shall not exceed the physical limitations of the facility. No student shall be denied the opportunity to take a class as long as the number of students remains below the maximum, and that student's teacher has been consulted.
- b. In grades K-8 self-contained academic classes, there will be an equal distribution of students among classroom teachers by building at each grade level.
- c. If class sizes as stated are exceeded following the 10th class meeting, and the teacher(s) involved seeks relief, one (or a combination) of the following alternatives shall be implemented.
 - Redistribute class loads
 - Hire additional faculty
 - Assignment of one (1) uninterrupted hour non-chapter, non at-risk paraprofessional time per day per classroom. More time will be assigned when possible.
 - Non self-contained classes: \$2 per class period per student per day when exceeding maximum enrollment.
 - Self-contained classes: \$10 per student per day when exceeding maximum enrollment.
 - When students with special needs are mainstreamed into a classroom without an additional teacher or paraprofessional, an overload pay of \$2 per student per class shall occur provided the class is in an overload situation and the student is not on the teacher's normal class list.
 - When class sizes exceed maximum enrollment by more than three students no additional students shall be added. Except as in "d" below.
 - Elementary grades 3-5 physical education and music can not exceed a 15 student overload per class. Overloads can not exceed 6 class periods per day.
 - Restructuring of the program but only after input from the faculty.
- d. If after fall count day, an additional student(s) enrolls in the District, the District may involuntarily assign up to 1 additional student above the maximums permitted above per classroom. For such overloads, a self-contained class will receive \$15 per day per student, or prorated for a partial day; non-self contained \$3 per student per class.

3. In determining paraprofessional distribution, the following provisions will be adhered to:

- a. When a paraprofessional is assigned to a grade because class size exceeds the stated maximums, all teachers involved shall share the paraprofessional time, and the schedule of the paraprofessional shall be determined after discussion with the building principal.
- b. If an paraprofessional is assigned for purposes other than to assist staff with class size that exceed the maximums, all teachers shall have the opportunity to discuss the distribution of paraprofessional time before the paraprofessional 's schedule is determined. Library paraprofessional shall not be subject to either of these statements.

ARTICLE 16. GRIEVANCE PROCEDURE

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

Step 1.

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

Step 2.

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

Step 3.

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

The arbitrator so selected shall confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) calendar-days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted.

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

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

Step 4.

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

The termination of services or failure to re-employ any probationary teacher.

The termination of services or failure to re-employ any teacher to a position other than his/her basic position.

Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended).

Any matter involving teacher evaluation except specific negotiated procedures.

Article 16. GRIEVANCE PROCEDURE SCHEMATIC

An Event Occurs

Step 1:	Grievance Filed	Within 12 School Days
	Meeting with Principal	Within 5 School Days
	Principal's Decision Filed	Within 5 School Days
Step 2:	Grievance submitted to Superintendent of Schools	Within 5 School Days
	Meeting to Resolve, with Superintendent	Within 5 school Days
	Disposition of Superintendent submitted to LEA	Within 5 School Days
Step 3:	Written Appeal for Arbitration	Within 10 School Days
	Selection of Arbitrator	Within 5 School Days
In case of no mutual arbitrator; Grievance submitted to American Arbitration Association	for Binding Arbitration	Within 10 School days
	Arbitrator's Hearings	Promptly
	Arbitrator's Decision	Not later than 30 days after close of Hearing.

Article 17. NO INTERRUPTION OF EDUCATION

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

Article 18. TEACHER PROTECTION

1. In the event of an assault upon a teacher at school or at any school sponsored activity, the teacher or his/her representative shall immediately report the incident in writing to the superintendent or his/her designated representative. In the event of such an assault, the Teacher involved may request assistance of the Board. These requests shall be made in writing to the Superintendent within three (3) working days. The Board of Education will provide legal counsel to advise the Teacher of his/her legal rights and obligations with respect to such assault, up until the time that MEA legal representation takes effect.
2. Time lost by a Teacher in connection with any assault mentioned not compensable under worker's compensation, and for a period of time not to exceed 9 months at the Teacher's rate of pay at the time of assault, shall not be charged against the Teacher unless the teacher is adjudged guilty of an offense by a court of competent jurisdiction.
3. Personal items brought into the school by the teacher for instructional purposes shall be registered with the principal. If said items are damaged, destroyed or stolen, at school, and the teacher is found to have exercised reasonable precautions in protecting personal property, the Teacher will be reimbursed by the Board. Claims shall be for not less than \$5.00 or more than \$300 and never more than the worth of the item. Homeowners and/or auto insurance reimbursement will be exhausted before the Board becomes financially responsible, except for any deductible amount.
4. If a teacher's clothing is in some manner damaged, while countering physical force in maintaining student discipline, the Board agrees to pay for such damages not to exceed an amount of two hundred dollars (\$200), providing that all other means of recompense have been exhausted. The responsibility for seeking recompense from the offending party shall be shared by the Teacher and administration.
5. In the event that any loss of personal property or damage to clothing occurs as a result of an unprovoked assault on a Teacher while he or she is on duty, the Board agrees to pay the total cost of all damages, providing that all other means of recompense have been exhausted. The responsibility for seeking recompense from the offending party shall be shared by the Teacher and administration.

Article 19. ORDERLY REDUCTION OF STAFF

1. In the event of a need to lay off due to decreased student enrollment or shortage of revenue, the Board will eliminate positions.
2. Teachers in those positions will be laid off according to the following procedure:
 - A. Probationary Teachers will be laid off first according to seniority, providing there is a certified and highly qualified (according to State and Federal requirements), tenured Teacher for the position.
 - B. Tenured Teachers will be laid off in the following order:
 1. Certification and highly qualified status
 2. Seniority
3. A laid off Teacher may bump into a position for which he or she is certified and highly qualified (according to State and Federal requirements) providing the Teacher effectuating the bump possesses greater system wide seniority.
4. The laid off Teacher executing the bump must bump into the position of the least senior member in the department or grade in which they select to bump. No bump may be effected that leaves a more senior member who is certified and highly qualified laid off if a different bump would eliminate a less senior staff member at the end of the bumping process.
5. Laid off Teachers may not bump so that it causes part time employment for another Teacher, unless it is the only position left to bump.
6. A laid off Teacher wishing to exercise his/her bumping right must submit to the Superintendent within 10 business days of receiving the lay off notification, the completed form letter given with their layoff notification indicating the effectuation of bumping rights and listing all subjects and grade levels which he or she is certified to teach, and their bumping preferences following the guidelines described in Article 19. Choices should be listed as first, second, and third choices. The Superintendent shall transmit to the Association President a copy of the letter within twenty four (24) hours of the deadline.
7. Within 10 business day, the LEA Executive Board will meet with all affected teachers to effectuate the bumping procedure. The bumping procedure will be done by certification and seniority from most senior to least senior Teacher.
8. A copy of the resulting positions and lay-offs will be given to the Superintendent one week following the actual bumping procedure. The LEA President and the Superintendent of schools will meet to discuss any differences or concerns.
9. Part time Teachers will be laid off based on the total years of seniority (Example: Ten years of one-half time service equals 5 years of total seniority.)
10. All bumps will be considered involuntary transfers. See Article 10 transfer language when positions are reinstated.
11. The Board shall prepare a seniority list reflecting length of Teaching service in the Lakeview Community School System, determined by date the employee signed the Agreement to Employ form which will constitute date of hire, and shall transmit a copy of the same on or before the first (1st) day of November of each school year to the Association.
12. Teachers who are laid off during the contract year shall be considered as having completed the Contract year for the purpose of placement on the salary scale if employed for more than one half (1/2) of the school year; otherwise such Teachers shall remain on the same salary step.
13. No new Teachers shall be hired by the Board while there are any Teachers of the District who are laid off unless there are no laid off Teachers with proper certification to fill any vacancy which may arise.
14. Any Teacher on lay off shall be recalled on the basis of seniority, provided the Teacher holds certification and is highly qualified for the job vacancy. Recall rights shall extend five years from date of layoff.
15. A laid off Teacher's refusal to accept employment for hours less than what he or she had been employed prior to the lay off shall not be considered a resignation under the terms of this agreement.
16. The Board shall give written notice of recall from lay off by hand delivering or sending a registered or certified letter to the Teacher's last known address. It shall be the responsibility of each Teacher to notify the Board of current address. The Board's records shall be conclusive when used in connection with recall.
17. All persons hired as administrators after July 1, 1979, shall not accrue seniority as teachers in the Lakeview Community School system during their tenure as an administrator, unless they are hired on a temporary basis as covered in Article 10, Section 2 of this contract.
18. During times of shortage of revenues as declared by the Board of Education or its designee, a Teacher may apply for voluntary layoff. Providing the layoff does not cause a violation to occur to other sections of the Master Agreement, the request shall be approved. It is understood that a voluntary layoff entitles the employee to all rights and benefits afforded to all laid off employees.
19. Tenure Teachers on layoff shall accrue seniority during layoff for a maximum period of one (1) year. If recalled, the Teacher will move up on the seniority list, but not on the salary scale.

Article 20. SCHOOL IMPROVEMENT PLANS

1. The provisions contained in this article shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15, and 1919 (919b) MSA. This includes plans developed on both the district-wide level and the building level.
2. The Master Agreement may not be modified in whole, or in part, except by mutual written agreement by the Association and the Board of Education.
3. Participation by the employee is voluntary.
4. The staff members, not the administration, in each building shall be responsible for selecting their representatives to that building's SIP committee(s). The chair-person of the committee will be selected by the committee. Members of the committee can be selected for a two (2) year term. Reselection can occur. The parties acknowledge and agree that state law, in particular M.C.L. 423.215 shall prevail with regard to this section.
5. If SIP meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings.
6. The district school improvement leadership team will also
 Consider the effects of the proposed plan on district personnel, and
 Identify proposed actions which might be in conflict with the collective bargaining agreement and/or district policy.
7. Decisions of the School Improvement Committee(s) will be made by consensus. Consensus is not defined as a "rule of the majority." If a minority exists that cannot consent to what is proposed, discussion and clarification would continue on both sides until consensus is reached, or until it becomes clear that no agreement is possible. The parties acknowledge and agree that state law, in particular M.C.L. 380.1277 and 423.215 shall prevail with regard to this section.
8. To better utilize the expertise and experience of employees in planning improvements in the educational program, employees and groups of employees and administrators may propose school improvement plans. Teachers should be consulted and may assist, but do not determine or formulate policies and programs designed to improve educational standards prior to adoption or general publication. The instrument for this employee input should be the district-wide or building level school improvement committee.

Article 21. PROFESSIONAL DEVELOPMENT

1. Each building, unless they are the same grade levels, will have its own Professional Development Committee (PDC). The Committee may be the existing building school improvement team, or a different committee appointed by them. Efforts should be made to make this committee as representative as possible for each building. This committee will recommend and approve professional development activities for his/her own building during the first nine weeks of the school year. Summer and fall activities should be set in the previous year. Each building is encouraged to focus on a prioritized area and group studies are encouraged.
2. It is the teacher's responsibility to initiate and submit the required paperwork to his/her building administrator for approval.
3. In the event overnight accommodations are required, it is the teacher's responsibility to make his/her own reservations.
4. For all grant-funded professional development, allocations will be based on a per teacher capita computation using the current year grant allocation as the base. The emphasis of the professional development will be on group studies that are researched-based and systemic in the areas of core curriculum as outlined by the grant requirements.
5. In the event the teacher fails to attend the in-service or conference and did not cancel prior to the event, the teacher will be responsible for all costs that the district would incur as a result of non-cancellation. Said cost will include both cost of in-service or conference and the cost of the substitute teacher, unless in the event of an accident or unforeseen emergency as determined by the superintendent.
6. In the event of an unforeseen circumstance or emergency, the teacher and /or building principal will attempt to send a replacement for that teacher.
7. It is the teacher's responsibility to maintain, have signed by building administrator and submit by May 20 of each year annual record of professional development. By April 30 of each year, the building administrator will provide to the teachers a copy of the professional development attendance log. This log may be placed on the building public directory for access by the teachers so that they may confirm attendance prior to completing their annual record of professional development.
8. The Board will create a budget for these activities from available grant funds. This money will be assigned to each building on a pro-rated basis, based on the number of staff in that building. The building committee will then monitor and distribute this money.
9. The district PDC, consisting of three administrators appointed by the superintendent and three teachers appointed by the LEA, will now serve as an oversight committee for all building committees. All appeals or disputes will be directed to them. Their decision is final and non-grievable.

Article 22. TEACHING CONDITIONS & HOURS

1. The teaching day schedules may vary from building to building and from year to year due to factors such as student needs, program requirements, transportation schedules, mandated hours, etc., but the total normal daily time requirement for teachers (excluding conferences, staff meetings, etc.) shall not exceed 7 hours and 20 minutes or as negotiated per calendar. In addition, teachers are encouraged to remain for a sufficient period after the close of the school day to deal with those matters which properly require attention at that time, including consultations directly scheduled with the teacher by parents. On Fridays, or on days preceding holidays and vacations, the teacher day shall end at the close of the pupil's day. The Board of Education will provide the teachers with an uninterrupted duty free lunch period of the same duration as student's lunch period. Any changes in Michigan school laws requiring additional instructional time shall be addressed within the above time frames. If meeting any new requirements is not possible within these time frames, compensation for adjustments will be negotiated.

Recognizing the fact that buildings housing different grade levels have different needs and operate under different schedules, it is the intent to provide essentially equal amounts of planning time to all instructional staff. It is the intent of the Board, finances permitting for 2010-2011; a) the Board will provide a minimum of 30 minutes per day of uninterrupted prep time at the elementary levels, 30 minutes or one enrichment period (whichever is greater) of uninterrupted prep time at the middle school level, and one core period at the high school level; b) preparation time will be incorporated within the teacher's work day, unless mutually agreed otherwise in writing by the teacher, the administrator and the Association.

2. Days of student instruction which are canceled and which cannot be counted as a day of instruction for purposes of receiving state aid will be made-up at no added salary cost to the Board of Education.
3. Teachers will make themselves available for up to four (4) evenings per year for a scheduled school-related activity. Teachers may expect that notification will be given forty-eight (48) hours in advance of such activity.
4. A staff member may volunteer for or agree to a request by the building Principal to assume such duties as (but not be limited to): noon supervision, library supervision, work make-up supervision, etc. Time spent in extra supervision activities shall be compensated for by allowances for late arrivals, early leave time, or compensatory day(s) off to be agreed upon by the staff member involved and the building Principal.
5. Teachers will have 24 hours notice of staff meetings with administrators.
6. Reporting problems with the heating system, unsafe or hazardous working conditions will be reported using the "Help Desk" or similar automated system.

Article 23. NEGOTIATIONS

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
2. It is recognized that no final agreement between the parties may be executed without the ratification by the Board of Education and by the members of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations on bargaining, subject only to ultimate ratification.
3. The parties agree to enter into negotiations for a new agreement covering wages, hours, terms and working conditions at a reasonable time prior to the expiration date of this agreement and understand that at the expiration of this contract, there will be no step increases and no increase in insurance premium payments by the Board of Education until there is a successor contract in place specifically granting step movement or increased insurance payments by the District except as provided in Article 8.1. However, if and when Step movement is allowed through negotiations, the teachers shall be given full credit on the scale for any years of service during which Step movement was frozen.
4. A Teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation with the Board or its designee including arbitration, shall be released from regular duties without loss of salary. The salary of the substitute Teacher will be shared jointly by the Board of Education and the Association.
5. Copies of this Agreement shall be printed at the joint expense of the Board and Association and presented to all employees presently employed or employed during the term of this Agreement.
6. The parties have made a number of compromises for the 2009-2011 Professional Agreement due to the financial condition of the District and the uncertainty of future state aid funding. The parties have made this agreement on the assumption of general state aid in the amount of \$10,301,587 for the 2010-2011 school year. If general state aid foundation allowance and/or additional federal stimulus money (which can be used for general operational expenses) for that school year should exceed that figure by \$50,000 or more then the Association may reopen this Agreement to renegotiate any provision which has an economic impact. Similarly, should general state aid foundation allowance be reduced by \$50,000 or more, the District may reopen this Agreement to renegotiate any provision which has an economic impact, except teacher prep time. Increase or reduction in general state aid may occur through changes in student enrollment and/or changes to the foundation grant.

Article 24. DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of July 1, 2009 based upon ratification of May 25, 2010, except as herein otherwise expressly provided, and shall continue in full and effect until June 30, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

BOARD OF EDUCATION

LAKEVIEW COMMUNITY SCHOOLS

By _____
It's President

By _____
It's Secretary

LAKEVIEW EDUCATION ASSOCIATION

By _____
It's President

By _____
It's Secretary

APPENDIX A SALARY SCHEDULE

CERTIFIED STAFF SALARY SCHEDULE

2009-2010 & 2010-2011

BASE 33,985

1.0% Increase of \$33,649

Step	Index	BA	Index	BA+20	Index	MA	Index	MA+15
1	1.00	33,985	1.10	37,384	1.15	39,083	1.18	40,102
2	1.04	35,344	1.14	38,743	1.19	40,442	1.22	41,462
3	1.10	37,384	1.19	40,442	1.24	42,141	1.27	43,161
4	1.15	39,083	1.24	42,141	1.29	43,841	1.32	44,860
5	1.20	40,782	1.29	43,841	1.34	45,540	1.37	46,559
6	1.25	42,481	1.35	45,880	1.40	47,579	1.43	48,599
7	1.30	44,181	1.40	47,579	1.45	49,278	1.48	50,298
8	1.35	45,880	1.45	49,278	1.50	50,978	1.53	51,997
9	1.40	47,579	1.50	50,978	1.55	52,677	1.59	54,036
10	1.45	49,278	1.55	52,677	1.62	55,056	1.65	56,075
11	1.50	50,978	1.62	55,056	1.68	57,095	1.71	58,114
12			1.67	56,755	1.75	59,474	1.77	60,153

For year 2009-2010, employees will receive full credit on Step for their service with the District. However, employees will only receive compensation for one half year at the enhanced Step. For 2010-2011, the employees will receive full Step credit effective half way through the school year, resulting in compensation for one half of the increased salary amount.

APPENDIX B EXTRA DUTY ALLOWANCES

1. Eight Steps:

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

The Extra Duty allowance for the 2009-2010 & 2010-2011 will remain the same as 2006-2007.

There will be no movement on steps in 2007-2008, 2008-2009, 2009-2010, or 2010-2011. However the parties acknowledge that this continued freeze is in recognition of the District's financial difficulties. When the financial situation improves, it is the parties' expectation to allow step movement credit for the years service by the individuals in their Appendix B assignment.

- 2. Class advisor's placement on steps will be determined by the individual's total number of years acting as a class advisor within a building regardless of grade level advised. Example, an individual who has advised the ninth grade for one year, the tenth grade for a year, eleventh for a year, and twelfth for a year will be allowed placement on the 5th step should they choose to advise another grade level within the next two years.
- 3. If coaching positions are not filled from the teachers bargaining unit, the district has the right to negotiate individual salaries with each non-certified coach.

POSITION	ALLOWANCE
Advisors (2) 12th	2.5 %
Advisors (2) 11th	2.5 %
Advisors (2) 10th	2.0 %
Advisors (2) 9th	2.0 %
Art Club Advisor	2.0%
Band	9.0 % for Varsity 6.0 % for Middle School
Chorus	3.0 %
Counselor	Per Diem pay will be calculated based on the number of teacher days in the current calendar year. Counselors will be limited to a maximum of an extra 10 days worked per school year.
Detention	\$12.00 hour
Noon time Supervisor	\$6.00 per lunch session.
N.H.S.	2.0%
Play Director	4.0%
Play Director, Assistant	2.0%

SADD	2.0%
Spanish Club	2.0%
Student Government - H. S.	10%
Student Government - M.S.	4.0%
Yearbook	7.0%

\

APPENDIX C COACHING

1. Eight Steps:

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

The Extra Duty allowance for the 2009-2010 & 2010-2011 will remain the same as 2006-2007.

There will be no movement on steps in 2007-2008, 2008-2009, 2009-2010, or 2010-2011. However the parties acknowledge that this continued freeze is in recognition of the District's financial difficulties. When the financial situation improves, it is the parties' expectation to allow step movement credit for the years service by the individuals in their Appendix C assignment.

2. All on staff coaches who have summer programs or fall coaching assignments will be recommended by the athletic director and presented to the Board for approval/non-approval prior to the end of the school year.

3. Coaching Steps (Effective 7-1-96)

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

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

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

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

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

APPENDIX D SCHOOL CALENDAR

August: 25,26,27 HS Capturing Kids Hearts

31 1/2 day District– 1/2 day Building

Sept.: 1 DATA Day LES/Teacher Work Day BSE, MS, HS

2 Teacher Work Day LES

8 First Day of School Students

30 Early release day

Oct.: 7 Early release day

12-30 MEAP Days

Nov.: 2 ISD PD day

11 and 25 Early release day

26-29 Thanksgiving Break

Dec.: 9 Early release day

19-31 Winter Break

Jan.: 1-3 Winter Break

13 and 27 Early release day

Feb.: 10 and 24 Early release days

15 NO HS/LES Staff report, PD BSE/MS

Mar.: 5 ISD PD Day

10 and 24 Early release days

April : 2-11 Spring Break

14 and 28 Early release days

May: 12 and 26 Early release days

31 No School Memorial Day

June: 9 Last Day of School Students/ Early release

Proposed 2009-10 Calendar
 180 Teacher Days= 1350 @ 7.5 Hours
 175 Student Days= 1107.5 Hours
Calendar from 2008-09
 Teacher Days 182 Days= 1349.8 Hours
 Student Days 177 Days=1106.5 Hours

HS Proposal from July 13, 2009
 HS Exams on (early release days HS)
 Nov, 24 & 25
 Mar, 3 & 4
 June 8 & 9
 MME/ ACT on (early release days HS)
 Mar, 9 & 10

Reward days for tri-mesters (students that meet attendance qualifications would not report to HS on this day)
 Nov 23, Mar 1, June 7 or 9
 7:50-3:05 @ 6 classes (6 hr 45 min day)
 180 Teacher Days= 1350 Hours @ 7.5 per day
 175 Student Days= 154 regular schedule (1039.5)
 21 early release sched. (99.75)
 Total Student Hours= 1139.25

If State of Michigan comes back and states we must have the same amount of days as 08-09, then we would have to restructure.
 Check with transportation schedule and other principals

APPENDIX E GRIEVANCE REPORT FORM

LAKEVIEW COMMUNITY SCHOOLS GRIEVANCE REPORT Grievance # _____

Distribution of Form

Superintendent Supervisor Association Employee

Submit to Supervisor in Duplicate

STEP 1

Date Cause of Grievance Occurred:

Statement of Grievance

Relief Sought

Grievant Signature

Date

Disposition by Supervisor

Supervisor Signature

Date

Position of Grievant and/or Association

Grievant and/or Association Signature

Date

STEP 2

Date Received by Superintendent or Designee:

Disposition of Superintendent or Designee

Superintendent or Designee Signature

Date

Position of Grievant and/or Association

Grievant and/or Association Signature

Date

STEP 3

Date Submitted to Arbitration:

Disposition & Award of Arbitrator

Signature

Date

APPENDIX F SICK BANK POLICY

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

1. ELIGIBILITY:

All teaching personnel defined by the Master Agreement will participate in the sick bank.
A member must teach at least half-time to be eligible to draw from the sick bank.

2. DONATION OF DAYS:

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

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

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

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

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

3. ADMINISTRATION:

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

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

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

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

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

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

4. CHAIRPERSON:

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

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

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

5. LIMITS:

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

6. PROCEDURE:

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

7. REPAYMENT:

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

Date

Superintendent of Schools

President
Lakeview Education Association

APPLICATION FOR SICK LEAVE BANK

NAME OF APPLICANT _____

HOME ADDRESS _____

HOME PHONE _____

SCHOOL _____ DATE OF APPLICATION _____

NUMBER OF DAYS REQUESTED _____

REASON FOR REQUEST (Summary of Illness by Physician)

Signature of Physician _____

Signature of Applicant _____

REQUEST APPROVED BY: _____ DATE: _____

REQUEST DENIED BECAUSE _____

PAYBACK AGREEMENT

(to be completed upon approval of request)

I AGREE TO REPAY THE SICK BANK A TOTAL OF _____ DAYS OR THE DAYS UTILIZED,

STARTING SEPTEMBER, _____ AT A RATE OF, _____ DAYS PER YEAR UNTIL ALL DAYS ARE PAID.

In the event that I leave the school system before total repayment is made, I agree to pay the lea board of directors an amount equal to the number of unpaid sick leave days times my daily salary at the time the days were borrowed.

Applicant Signature: _____

APPENDIX G GRIEVANCE PROCEDURES

FOR

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972

TITLE II OF THE AMERICANS WITH DISABILITY ACT OF 1990

SECTION 504 OF THE REHABILITATION ACT OF 1973

AGE DISCRIMINATION ACT OF 1975

1. Any person believing that the Lakeview Public School District or any part of the school organization has inadequately applied the principles and/or regulations of (1) Title VI of the Civil Rights Act of 1964, (2) Title IX
2. of the Education Amendment Act of 1972, (3) Section 504 of the Rehabilitation Act of 1973m (4) Title II of the Americans with Disability Act of 1990, and (5) Age Discrimination Act of 1975, may bring forward a complaint, which shall be referred to as a grievance, to the local Civil Rights Coordinator at the following address:
Dixie M. Pope, Ed. D, Superintendent,
Lakeview Community Schools
123 Fifth Street
Lakeview, MI 48850
3. The person who believes a valid basis for grievance exists shall discuss the grievance informally and on a verbal basis with the local Civil Rights Coordinator, who shall in turn investigate the complaint and reply with an answer to the complainant within five (5) business days.
4. The complainant may initiate formal procedures according to the following steps.
 - a. A written statement of the grievance signed by the complainant shall be submitted to the Local Civil Rights Coordinator within five (5) business days of receipt of answers to the informal complaint. The coordinator shall further investigate the matters of grievance and reply in writing to the complainant within five (5) days.
 - b. A complainant wishing to appeal the decision of the Local Civil Rights Coordinator may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Coordinator's response. The superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.
 - c. If unsatisfied, the complainant may appeal through a signed, written statement to the Board of Education within five (5) business days of receiving the superintendent's response in step two. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representative within forty (40) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) days of this meeting.
 - d. If at this point the grievance has not been satisfactorily settled, further appeal may be made to the Office for Civil Rights, Department of Education, Washington, D.C. 20202.
5. Inquiries concerning the nondiscriminatory policy may be directed to Director, Office for Civil Rights. Department of Education, Washington, D.C. 20202.
6. The local Coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.
7. A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's office.