

# Professional Agreement

Between the

LAKEVIEW COMMUNITY SCHOOLS

BOARD OF EDUCATION

and the

LAKEVIEW EDUCATION ASSOCIATION

July 1, 2021- June 30, 2024

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Article I. 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 II. 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.
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 III. BOARD RIGHTS

1. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws or Constitutions of the State of Michigan and 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 IV. 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.
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.
4. No Teacher shall be disciplined, reprimanded, or deprived of any professional advantage in an arbitrary and capricious manner, when these actions are not subject to the Teachers' Tenure Act. Discipline shall be defined as a written warning, written reprimand, or suspension without pay of 15 days or less.
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.
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.
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 V. 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.

Article VI. 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, genetic information 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 VII. UNION MEMBERSHIP

1. Teachers may, at their discretion, choose to join the Association. The teacher shall be responsible for paying directly to the Association any dues and fees levied by the Association.
2. 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.
3. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert pressure on or discriminate against an employee as regards such matters. The Association is required by law, and under this Agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Association.

Article VIII. PROFESSIONAL COMPENSATION - Insurance: Refer to Budget Transparency @ [www.lakeviewschools.net](http://www.lakeviewschools.net)

1. Part-time teachers will receive a prorated payment for health insurance based on their contractual teaching time.
  - A. A committee shall be established and co-chaired by the Superintendent and the LEA President or LEA Chief Negotiator and include teachers, administrators and support staff. This committee is charged with reviewing insurance options for the succeeding year and shall report out their findings to the Board and LEA in the form of a non-binding recommendation(s). Any change in insurance must be mutually agreed upon.
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 the medical insurance.
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 at the rate of:

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

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. Wage Information and anticipated increases can be found in Appendix A under the Salary Schedule shared in this Collective Bargaining Agreement.
6. Upon retirement through the Michigan Public School Employee Retirement System (MPERS), an employee with ten years or more of service credit as defined by MPERS will be paid \$30.00 (thirty dollars) per day for all unused sick days accumulated with the Lakeview Community Schools.
7. If a teacher notifies the District by April 1, of his or her intent to retire as of June 30 of that year, he or she will receive an additional \$500. If he or she notifies the District between April 2 and May 1, of his or her intent to retire as of June 30 of that year, he or she will receive an additional \$250. Eligible members, with a July or August birth month, will receive additional payout with proof of retirement.
8. Incoming Teachers may be given full credit for experience in other districts. In the event a new teacher agrees to forgo 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.
9. 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) years' experience for every two (2) years taught at half days.
10. Extra duty pay for employees covered by this Agreement is set forth in Appendix B which is attached to and incorporated in this Agreement.
11. Coaching pay for employees covered by this Agreement is set forth in Appendix C which is attached to and incorporated in this Agreement.
12. Any teacher who substitutes in another classroom during their preparation period will be paid \$20.00 (twenty dollars) per hour (60 minutes). School counselors may substitute in the regular classroom for pay. Counselors may not be paid for more than one hour of substitution time daily.
13. Teachers in grades 8-12, who teach an overload class in lieu of their planning period or a zero hour equivalent to one semester period, shall receive additional compensation on a prorated basis using the following calculation:  $1/13 \times$  individual teaching salary = overload pay each semester. Example:  $1/13 \times \$35,540 = \$2,734$  each semester. 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.
14. The Board shall issue a pass to a Teacher for any school sponsored event. Receiving such a pass signifies the Teacher's willingness to help (crowd control, student behavior, etc.) if so requested by the sponsor in charge.
15. Teachers serving on approved committees will be compensated for membership. Committee members will be compensated at the rate of \$16.00 per hour for meetings held outside of their scheduled work days. 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. 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.

16. 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 coursework 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 the Central Office within one month of receiving the grade.
17. Under the guidelines of State of Michigan renewal of teacher certification, a tenured teacher at LCS may also receive reimbursement of \$150 annually for Self-Directed Professional Development that is directly related to classroom instruction and is also accepted as part of the aforementioned guidelines for renewal of teacher certification required hours.
  - A. Prior to taking coursework, approval must be granted by the Superintendent.
  - B. Self-Directed Professional Development must be in the teacher's educational major or minor subject area or in an educationally connected field. The teacher must be able to demonstrate how the instruction is directly related to and will improve classroom instruction.
  - C. Proof of attendance and successful completion will be required in accompaniment with request for reimbursement. In addition and upon request of Administration, a presentation to staff may be required that will share some of the strategies and techniques from which they could benefit (in-house PD).

Article IX. 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.
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 X. TRANSFERS

1. 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 XI. PERSONNEL FILE AND EVALUATION PROCESS

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 safekeeping 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.
2. Each building administrator will explain the evaluation process to their staff at the start of each school year that is outlined in the evaluation handbook. Counselors, Social Workers, and/or other certified support staff will be evaluated using the current alternative evaluation system until a better evaluation tool is developed and mutually agreed upon.

Article XII. 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 prorated. 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. Four (4) 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. Observed Holidays are: Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday and Memorial Day.
5. 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. 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. Additional military leave time required by law will be unpaid.
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 XIII. UNREQUESTED LEAVES OF ABSENCE

1. The Superintendent and Board of Education may place a professional staff member on unrequested 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 G].
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. While on a Board approved Leave of Absence, all extra duty/overload contracts (including Schedule B and C) will be suspended. Upon request, compensation may be reinstated based on approval of administration.
7. In implementing this Article, the Board will adhere to the requirements of any laws providing protection for those with disabilities.

#### Article XIV. UNPAID LEAVE AND LEAVES OF ABSENCE

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 pre arranged 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 a 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 up to one (1) year. A renewal may be requested, subject to the will of the Board.

5. In accordance with State and Federal laws regarding military service and leaves, 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. 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. Any such leave will coordinate with any parenting leave available under the Family Medical Leave Act, and not be in addition to such leave.
8. A full day's pay (based on the number of contracted days for the school year) will be deducted for each day of unpaid leave.

Article XV. CLASS SIZE

1. The following are class size limitations and provisions:

Preschool will follow the guidelines of GSRP per grant requirements.

Grade Level and/or Elective	Class-Size Language
K	25
1-2	27
3-5	30
6-7	32
8-12	34 with a daily maximum of 204 or prorate with a FTE (full time equivalent)
Industrial Arts	32
Keyboarding/Computers	32 (or limited to computers available)
Music K-5	38 (with all performing groups exempt)
Music 6-12	53 (with all performing groups exempt)
Physical Education (Elem. K-2)	38
Physical Education (Elem. 3-5)	38
Physical Education (6-12)	48 (full gym usage) 35 (half gym usage)

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 PK-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 cannot exceed a 15 student overload per class. Overloads cannot 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 a 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.

#### Article XVI. 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 grievant prior to fifteen (15)-school days 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 written 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 fifteen (15)-school days-after the occurrence of the event giving rise to the grievance,-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 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 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 of 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.

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.

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 Binding Arbitration	Within 10 School Days
	Arbitrator's Hearings	Promptly
	Arbitrator's Decision	Not later than 30 days after the close of Hearing.

## Article XVII. NO INTERRUPTION OF EDUCATION

1. 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.
2. Employees should be aware that discipline and penalties are possible in cases of non-compliance with this Article.

## Article XVIII. 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 XIX. ORDERLY REDUCTION OF STAFF

1. 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.
2. 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.
3. A laid off Teacher's refusal to accept employment for hours less than what he or she had been employed prior to the layoff shall not be considered a resignation under the terms of this agreement.
4. The Board shall give written notice of recall from layoff by hand delivering or sending a registered or certified letter and/or electronic communication via email to the Teacher's last known home or email address. It shall be the responsibility of each Teacher to notify the Board of current contact information. The Board's records shall be conclusive when used in connection with recall. Please refer to Lakeview Community Schools Administrative Guideline 3131 regarding Staff Reduction and Recalls.
5. All persons hired as administrators 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.
6. 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 may be approved. It is understood that a voluntary layoff entitles the employee to all rights and benefits afforded to all laid off employees.

7. 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.
8. Each building administrator will distribute the layoff/recall process to their staff at the start of each school year that is outlined in the Board of Education Policy.

#### Article XX. 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. 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. 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.
5. 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.
6. 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.
7. 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 XXI. 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 it signed by the 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 prorated 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 XXII. 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 the 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 the duration of this contract; 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. Staff will make themselves available for up to five (5) evenings per year for a scheduled school-related activity (high school: open house, first semester conferences (2), second semester conferences (1), graduation occurring on a weeknight; middle school: open house, first semester conferences (2), second semester conferences (2); elementary school: open house, first semester conferences (2), second semester conferences (2)). Staff may expect that notification will be given forty-eight (48) hours in advance of such activity. Staff working additional evening events (i.e. state/federal requirements) will be compensated at the rate of \$16.00 per hour for events held outside of their scheduled work days. 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.
4. Teachers will have 24 hours' notice of staff meetings with administrators.
5. Reporting problems with the heating system, unsafe or hazardous working conditions will be reported using the "Help Desk" or similar automated system.

#### Article XXIII. 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.

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 are available online via the schools transparency website and may be printed at the discretion of the employee.

Article XXIV. DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of July 1, 2021 based upon ratification of June 14, 2021 except as herein otherwise expressly provided, and shall continue in full and effect until June 30, 2024. 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

By \_\_\_\_\_  
It's Superintendent

LAKEVIEW EDUCATION ASSOCIATION

By \_\_\_\_\_  
It's President

By \_\_\_\_\_  
It's Secretary

By \_\_\_\_\_  
It's Chief Negotiator

APPENDIX A SALARY SCHEDULE

STAFF SALARY SCHEDULE 2021-2022

BASE	\$36,432.00		2%						
Step	Index	BA	Index	BA+20	Index	MA	Index	MA+15	
1	1	36,432	1.1	40,075	1.15	41,897	1.18	42,990	
2	1.04	37,889	1.14	41,532	1.19	43,354	1.22	44,447	
3	1.1	40,075	1.19	43,354	1.24	45,176	1.27	46,269	
4	1.15	41,897	1.24	45,176	1.29	46,997	1.32	48,090	
5	1.2	43,718	1.29	46,997	1.34	48,819	1.37	49,912	
6	1.25	45,540	1.35	49,183	1.4	51,005	1.43	52,098	
7	1.3	47,362	1.4	51,005	1.45	52,826	1.48	53,919	
8	1.35	49,183	1.45	52,826	1.5	54,648	1.53	55,741	
9	1.4	51,005	1.5	54,648	1.55	56,470	1.59	57,927	
10	1.45	52,826	1.55	56,470	1.62	59,020	1.65	60,113	
11	1.5	54,648	1.62	59,020	1.68	61,206	1.71	62,299	
12			1.67	60,841	1.75	63,756	1.77	64,485	

2021-22 The schedule above reflects a 2% increase for the 2021-22 school year.  
 Movement along the step, lane, and longevity scales will also be granted.

2022-23 & 2023-24 Wage increases will be based on the following:  
 At the end of the 2021-22 (for 2022-2023 and 2023-24 contract years,  
 increases will be granted based on the audited unassigned fund balance. Increases will take  
 effect following the Board presentation and acceptance of the audit.  
 The increases will be based on the following targets:  
 If the audited unassigned fund balance is 11% or higher= .5% increase  
 If the audited unassigned fund balance is 12% or higher= 1% increase  
 If the audited unassigned fund balance is 14% or higher= 2% increase  
 Movement along the step, lane, and longevity scale will follow the criteria outlined above.

SCHEDULE B & C-

2021-22- All Schedule B & C contracts will be figured from the schedule above.

All Schedule B & C personnel will be brought up to the appropriate step.

2022-23 & 2023-24 Wage and step increases will be based on the following:

At the end of the 2021-22 (for 2022-23) and 2022-23 (for 2023-24) contract years, increases will be granted based on the audited unassigned fund balance. Increases will take effect following the Board presentation and acceptance of the audit.

The increases will be based on the following targets:

If the audited unassigned fund balance is 11% or higher= .5% increase

If the audited unassigned fund balance is 12% or higher= 1% increase

If the audited unassigned fund balance is 14% or higher= 2% increase

Please note:

The 2022-23 & 2023-24 pay scales will be adjusted annually, depending on the outcome of the district audit, and based upon the above targets.

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)
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%
Special Education Coordinator	11.0%

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)

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 forgo 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.

SPORT	POSITION	ALLOWANCE
BASEBALL	Head Coach	7.0%
	Junior Varsity	5.0%
	Assistant Coaches	3.0% each
BASKETBALL	Head Coach	11.0%
	Junior Varsity Coach	7.0%
	Freshman Coach	6.0%
	Middle School Coach	5.0% each
	Assistant Middle School Coach	4.0% each
CHEERLEADING	Varsity Coach	
	- Home Football - Home Basketball	4% 4%
CROSS COUNTRY	Head Coach (Middle School and High School)	7.0%
EVENT SUPERVISOR	High School	
	-Fall	5%
	-Winter	4%
	-Spring	3%
	Middle School	4%

FOOTBALL		Head Coach Asst. Varsity Coach Head Junior Varsity Coach Asst. Junior Varsity Coach Head Freshman Coach Asst. Freshman Coach	11.0% 7.0% each 7.0% 5.0% each 6.0% 5.0%
GOLF		Head Coach Girls/Boys Assistant Coach	6.0% each 3.0%
SOCCER		Head Coach	7.0%
SOFTBALL GIRLS		Head Coach Junior Varsity Coach Assistant Coach	7.0% 5.0% 3.0% each
TRACK		Boys' Head Coach Assistant Varsity Coach Middle School Coach Girls' Head Coach Assistant Varsity Coach Middle School Coach	7.0% 5.0% each 5.0% each 7.0% 5.0% 5.0%
VOLLEYBALL		Head Coach Junior Varsity Coach Freshman Coach Middle School Coach Assistant Middle School Coach	11.0% 7.0% 6.0% 5.0% 4.0% each
WRESTLING		Head Coach Junior Varsity Coach Middle School Coach	11.0% 7.0% each 5.0% each
CSAA ACADEMIC TEAM COACHES		Science Coach Language Arts Coach Forensics Coach Computers Coach Quiz Bowl Coach Model UN Coach Fine Arts Coach High School Talent Show Coach Middle School Talent Show Coach	2.0% 2.0% 2.0% 2.0% 2.0% 2.0% 2.0% 2.0% 2.0%
BOWLING		High School	7%

APPENDIX D GRIEVANCE PROCEDURES

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

Kelly Nielsen, Superintendent,  
Lakeview Community Schools  
602 Washington Street  
Lakeview, MI 48850
2. 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.
3. 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.
4. Inquiries concerning the nondiscriminatory policy may be directed to the Director, Office for Civil Rights. Department of Education, Washington, D.C. 20202.
5. The local Coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.
6. 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.

APPENDIX E GRIEVANCE REPORT FORM

LAKEVIEW COMMUNITY SCHOOLS GRIEVANCE REPORT

Grievance # \_\_\_\_\_

Distribution of Form:  Superintendent  Supervisor  Association  Employee Submit to Supervisor in Duplicate

<u>STEP 1</u>	Date Cause of Grievance Occurred:
	<i>Statement of Grievance</i>
	<i>Relief Sought</i>
	Grievant Signature <span style="float: right;">Date</span>
	<i>Disposition by Supervisor</i>
	Supervisor Signature <span style="float: right;">Date</span>
	<i>Position of Grievant and/or Association</i>
	Grievant and/or Association Signature <span style="float: right;">Date</span>
<u>STEP 2</u>	Date Received by Superintendent or Designee:
	<i>Disposition of Superintendent or Designee</i>
	Superintendent or Designee Signature <span style="float: right;">Date</span>
	<i>Position of Grievant and/or Association</i>
	Grievant and/or Association Signature <span style="float: right;">Date</span>
<u>STEP 3</u>	Date Submitted to Arbitration:
	<i>Disposition &amp; Award of Arbitrator</i>
	Signature <span style="float: right;">Date</span>

APPENDIX F SICK BANK POLICY

The Sick Bank is designed to provide temporary income assistance to members in the event of unexpected illness or injury but is in no way obligated to any member. 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. (See Master Agreement Article 12 - 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 granting 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 – 10 years = 20 guaranteed days for same illness or related health illness
11 – 20 years = 30 guaranteed days for same illness or related health illness
21 - 25 = 20 guaranteed days for same illness or related health illness
26 - 30 years = 10 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)

When applying for Sick Bank Days, please note that the following scenarios are not eligible for use of Sick Bank days:

- Sick Bank may not be used for members who are receiving payments from a third party source, which may include: disabilities, workers compensation, automobile accidents or other accidental bodily injuries.
- Sick Days from the bank may not be approved to cover intermittent absences.
- Sick Days from the bank will not be used in lieu of disability retirement.
- Sick Days from the bank will not be granted for elective surgery that could be scheduled during vacation periods.
- Sick Days from the bank may only be used by the individual member for his or her own personal illness/injury.
- Sick Days from the bank may not be used for maternity leave. It may be used for any health issues that extend beyond the normal maternity leave.

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 the 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 the 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 monthly 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 Community School system before repayment, the member will pay 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 Board of Education will recredit the days to the bank and notify the LEA Board of Directors.
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.

APPENDIX G - APPLICATION FOR CATASTROPHIC SICK LEAVE BANK

Name of Applicant: \_\_\_\_\_ School: \_\_\_\_\_

Home Address: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Number of Days Requested: \_\_\_\_\_

REASON FOR REQUEST (Summary of Illness by Physician)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

_____ Signature of Physician	_____ Date Signed
_____ Signature of Applicant	_____ Date Signed

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.
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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 \_\_\_\_\_  
Date

\_\_\_\_\_  
LEA President Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Lakeview Community Schools Superintendent Signature \_\_\_\_\_  
Date