

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

of the

**LAKEVIEW SCHOOL DISTRICT
CALHOUN COUNTY**

and

LAKEVIEW EDUCATION ASSOCIATION, MEA/NEA

2024-2028

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
ARTICLE 1 Recognition	1
ARTICLE 2 Board of Education Rights.....	2
ARTICLE 3 Grievance Procedure	3
ARTICLE 4 Leaves.....	6
A. Sick Leave.....	6
B. Workers' Compensation Leave.....	9
C. Personal Leave	9
D. Professional Business Leave.....	10
E. Bereavement Leave	11
F. Child Care Leave.....	11
G. Political Leave	12
H. Jury Duty/Court Appearance Leave	12
I. Military Leave	12
J. Educational Study Leave.....	13
K. Exchange Teacher Leave	13
L. Voluntary Leave	13
M. Unpaid Leaves of Absence General Conditions	13
ARTICLE 5 Negotiations Procedures	15
ARTICLE 6 Teaching Conditions.....	15
ARTICLE 7 Continuing Education Compensation	21
ARTICLE 8 Professional Compensation	22
ARTICLE 9 Vacancies and Placement	25
ARTICLE 10 School Dismissal.....	28
ARTICLE 11 Extra-Duty Assignments	29
ARTICLE 12 Health Examinations.....	29
ARTICLE 13 Expense Reimbursement.....	30
ARTICLE 14 Payroll Deduction.....	30
ARTICLE 15 Insurances	31
ARTICLE 16 Payroll Selection.....	34
ARTICLE 17 Association and Teacher Rights	34
ARTICLE 18 Student Discipline and Teacher Protection	36
ARTICLE 19 Academic Freedom	37
ARTICLE 20 Layoff and Recall	37
ARTICLE 21 Discipline	40
ARTICLE 22 Evaluation.....	43
ARTICLE 23 Seniority	46
ARTICLE 24 Strikes and Sanctions	48
ARTICLE 25 Severability	48

ARTICLE 26 Contract Maintenance 49

ARTICLE 27 Duration of Agreement 49

EXHIBIT A Extra Pay for Extra Curricular Activities..... 50

EXHIBIT B Professional Compensation 2024-2028..... 57

EXHIBIT C School Calendar... 59

EXHIBIT D Grievance Form.....60

AGREEMENT

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

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

ARTICLE 1 Recognition
--

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

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

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

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

<p style="text-align: center;">ARTICLE 2 Board of Education Rights</p>
--

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

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

<p style="text-align: center;">ARTICLE 3 Grievance Procedure</p>
--

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

Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act shall be limited to Level Two of the Grievance Procedure.

- B. The Association will designate members to handle grievances and identify those members to the Administration. The Board hereby designates the principal of each building or their designee to act as its representative at Level One as hereinafter described and the superintendent or his designee to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which teachers are working during the regular school year, and weekdays (Monday through Friday), excluding holidays, during the summer interim.

D. A written grievance shall contain the following:

- (1) It shall cite the articles, sections, and sub-sections of the Agreement alleged to have been violated.
- (2) It shall summarize the facts giving rise to the grievance.
- (3) It shall contain the date of the alleged violation.
- (4) It shall specify the relief requested.
- (5) It shall be signed by the grievant(s) or one of the grievance agents designated by LEA.

E. Hearing Levels:

(1) Level One

- (a) When a bargaining unit member or members or the Association believes a cause for grievance has occurred, such member(s) and the LEA agent shall discuss the grievance with the building principal in an attempt to resolve same. Such discussion shall occur within fifteen (15) days of the occurrence or of the date when the grievant should reasonably be expected to have had knowledge of the event.
- (b) If no resolution is obtained as a result of the above discussion, the grievance shall be reduced to writing and moved to Level Two within ten (10) days of the discussion. See Exhibit D for the Grievance Form.
- (c) If the matter being grieved is of such a nature that the principal states in writing that they do not have the authority to resolve it or if the matter involves more than one building, or if the parties otherwise mutually agree, the grievance may be initiated at Level Two. Initiation of the grievance at Level Two must be within twenty-five (25) days of the occurrence or of the date when the grievant should reasonably be expected to have had knowledge of the event.

(2) Level Two

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

(3) Level Three

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

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

District intentionally withheld the back pay or other monetary compensation from the grievant.

<p style="text-align: center;">ARTICLE 4 Leaves</p>

A. Sick Leave

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

Required verification of leave shall be in accordance with Article 12 of this Agreement, Health Examinations.

- (2) This sick leave for full-time teachers is cumulative and if not used, carries over to subsequent years and may be used during such subsequent years in full, with the limitation that a teacher may not accumulate such sick leave in excess of two hundred (200) days during any one time.
- (3) All part-time teachers will be allowed five (5) days sick leave at their part-time rate of pay per school year. Any days which a part-time teacher does not use will accumulate to the nearest half-day for use in subsequent years, and in such subsequent years shall be charged to the nearest half-day when used, except that a one hour part-time teacher shall be charged a half-day of accumulation for each day's absence when using accumulated sick leave.
- (4) Up to ten (10) days of accumulated sick leave each year may be used for care of a serious illness of a spouse, child, parent or any person who permanently resides in the teacher's immediate household. Documentation may be requested. For special circumstances not described above, the Superintendent may, at

their sole discretion, approve the use of additional sick leave days from the teacher's accumulated sick leave.

- (5) For purposes of the Family and Medical Leave Act sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the teacher. This shall apply to:
 - (a) Sick leave which is utilized under this Agreement to care for a family member (child, spouse or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care.
 - (b) Sick leave which is utilized due to a serious health condition which renders the teacher unable to perform the essential functions of their job.
- (6) A sick leave bank designed to provide teachers with income protection due to long term major physical or mental disability is established as follows:
 - (a) In each year that the bank falls below 300 days, each teacher will contribute an additional day to the bank. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. In the event the bank becomes depleted, the Board and the Association may, if by mutual consent, assess additional contributions.
 - (b) Teachers will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability, and after the expiration of the greater of: (1) the teacher's accumulated sick leave and personal leave, or (2) a waiting period during a rolling year as described below.
 - Ten (10) days for a teacher in their first year of service with the district.
 - Twenty (20) days for a teacher in their second year of service with the district.
 - Thirty (30) days for a teacher in their third year of service with the district.
 - Forty (40) days for a teacher in their fourth year of service with the district.
 - Fifty (50) days for a teacher in their fifth year of service with the district.

- Sixty (60) days for a teacher with more than five years of service with the district.
- (c) The maximum withdrawal by an individual teacher for a single disability shall not exceed 180 sick days.
 - (d) When a teacher returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period, unless a six-month period has elapsed since the teacher's return to work. In addition, if a waiting period is interrupted due to a return to work and the teacher is subsequently unable to continue working due to a recurrence of the same disability, the waiting period will be considered uninterrupted.
 - (e) Teachers who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Human Resources Department for information regarding the necessary application procedures. Teachers shall, upon request of the Superintendent (or designee), provide medical proof of disability and must be willing to submit to an examination by a physician or psychiatrist/psychologist appointed by the Board, at Board expense.
 - (f) Each application for withdrawal from the sick leave bank will be reviewed by the "Sick Leave Bank Review Committee" comprised of three (3) teachers (one from each level) appointed by the Association and two (2) administrators (appointed by the Board). The final decision regarding the granting of sick leave days from the bank shall rest with the Committee.
 - (g) The "Sick Leave Bank Review Committee" will be responsible for developing additional provisions or by-laws relative to the operation of the sick leave bank.
 - (h) Teachers shall be eligible to draw fractional sick leave bank days when they are concurrently receiving statutory or contractual income protection benefits funded by the District, excluding from Long Term Disability Insurance provided by the District, so long as the total amount of sick leave and income protection benefits does not exceed the teacher's regular gross daily wage. Any fractional day shall count as a full day towards the limits described in (c) above and (i) below.

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

7. Teachers starting the school year with a balance of thirty (30) days of accumulated sick time, and using four (4) or less sick days during the school year, will be able to sell back up to five days of personal leave time at a rate of \$350 per day, payable on the second pay period in June. *The provisions of this paragraph are considered a pilot for the duration of this contract. A continuance of these provisions beyond this contract must be negotiated in subsequent agreements.*

B. Workers' Compensation Leave

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

C. Personal Leave

- (1) Each teacher, shall be entitled to up to five (5) days of personal leave with pay each year to attend to necessary personal business. Unused personal leave days will, if not sold back to the District under paragraph A(7) of this article, be added to the teacher's accumulated sick leave at the conclusion of the school year.

- (2) No more than one (1) personal leave day may be taken on the day preceding or following a holiday or vacation or on the first five (5) student days and the final ten (10) student days of a school year--except that emergency leave under these circumstances may be granted when requested of and approved by the Superintendent. The Board has the right to limit the number of teachers utilizing personal leave to no more than seven (7) on any given day.
- (3) Teachers must give notification not less than forty-eight (48) hours in advance except in extreme emergencies when they must give notification at the earliest possible time personally or by telephone. For a request of 3 or more consecutive personal days, the teacher must provide no less than a 30-day notice, unless in emergency situations approved by the superintendent.
- (4) The Superintendent may in their sole discretion grant additional emergency leave days without pay subject to the above restrictions and conditions. The teacher shall provide the reasons for such leave when such an application is made.

D. Professional Business Leave

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

E. Bereavement Leave

A leave of absence with pay for up to seven (7) days shall be granted to a teacher in the event of the death of a member of his or her nuclear family, including applicable step relatives. For the purposes of this section, nuclear family is defined as a teacher's parent, spouse or domestic partner (defined as someone that continuously resides with the employee), child, unborn child, or sibling. A leave of absence with pay for up to five (5) days shall be granted a teacher in the event of the death of a member of his or her extended family, including applicable step relatives. For purposes of this section extended family is defined as a teacher's, parent-in-law, brother-in-law, sister-in-law, sibling, grandparent, grandchild, or any person who permanently resides in the teacher's immediate household. A leave of absence for the purpose of attending funeral services with pay for one (1) day shall be granted a teacher in the event of the death of a relative not within the definition of "nuclear or extended family" above. The superintendent may grant additional days with or without pay at their discretion.

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

F. Child Care Leave

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

The teacher shall notify the superintendent in writing of their desire to take such leave and the letter requesting leave shall include the date of return. The teacher shall, except in case of

emergency, give notice at least thirty (30) days prior to the date on which their leave is to begin.

- (4) All or any portion of a leave taken by a teacher because of a confirmed medical disability connected with, or resulting from, pregnancy may be charged to her available sick leave in accordance with the provisions of this Article.
- (5) A teacher adopting a child shall receive an unpaid leave of absence for a reasonable period of time not to exceed one (1) year after the commencement of the leave. Adoption leave shall commence when the child is placed in such teacher's care, by the Probate Court or child placement agency. The request for such adoption leave shall be filed with the Superintendent's office in writing not less than thirty (30) days before the leave shall commence. The Superintendent shall have the discretion to waive the latter requirement where extenuating circumstances exist.

G. Political Leave

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

H. Jury Duty/Court Appearance Leave

- (1) A leave of absence shall be granted for jury duty upon notification given to the direct supervisor. The teacher shall be paid the difference between the jury duty pay, excluding any reimbursement for mileage, and their regular salary for the period served.
- (2) A leave of absence shall be granted when subpoenaed as a court witness without loss of pay.

I. Military Leave

A teacher shall be granted a leave of absence without pay for military service to the extent required by law. During any such period of service the teacher shall be credited as though they had taught during the school years involved in the Lakeview School District for purposes of

advancement on the salary schedule, longevity pay, seniority and accumulating sick leave allowances only.

J. Educational Study Leave

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

K. Exchange Teacher Leave

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

L. Voluntary Leave

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

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

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

M. Unpaid Leaves of Absence - General Conditions

- (1) A teacher intending to return from a leave of absence must advise the Superintendent of such intention in writing prior to April 1, preceding the school year in which the teacher intends to return or if returning during the same school year in which the leave commenced, thirty (30) calendar days prior to returning to work.
- (2) A teacher returning from a leave of absence exceeding sixty (60) work days will not be guaranteed the position held prior to the

leave, but will be offered a position according to certification and qualification. Restoration from leave exceeding sixty (60) work days shall be either to the teacher's former assignment or to any assignment within the bargaining unit for which the returning teacher is both certified and qualified. During the period of a teacher's absence, the Board shall have the right to fill the teacher's position with a non-bargaining unit substitute. Satisfaction of these standards shall be considered as restoration to an equivalent assignment. It is expressly understood that return from leave is always subject to the operation of a reduction in staff. Upon return from unpaid leave where insurance coverage has been interrupted, the teacher must enroll for participation in insurance programs covered in Article 15 of this Agreement.

- (3) Teachers while on an unpaid leave of absence will:
 - (a) not receive fringe benefits at the expense of the district, except where required under the Family and Medical Leave Act;
 - (b) not accumulate sick leave or other paid leave; or
 - (c) cooperate in scheduling commencement and return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.
- (4) Insurance premiums shall not be discontinued until conclusion of the month immediately following the month in which the leave commenced, except where the District is required, either by this Agreement or by law to continue premium payments for a longer interval. The cost of such insurance premiums, except in the case of an employee who has an FMLA qualifying condition, but has not yet become qualified for FMLA due to required length of service, will be at the expense of the employee.
- (5) If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval, with the exception those premiums attributable to paid leave status. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the District within five (5) business days of demand.

<p style="text-align: center;">ARTICLE 5 Negotiations Procedures</p>
--

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

<p style="text-align: center;">ARTICLE 6 Teaching Conditions</p>
--

- A. In consideration of present facilities and finances the parties will make reasonable effort to keep the maximum class size to 20 students in grade PK-EK, 25 students in grades K through 3rd, and 4th through 6th grades at 30 students. These limits will exclude Band, Orchestra, Vocal Music and Physical Education classes.
- B. "Teacher overload" is defined as the assignment of pupils to a teacher which, is excessive and detrimental to sound education or which places the safety or health of the pupils in jeopardy. In determining whether a teacher overload exists, the Board and the Association agree that the following factors shall be taken into consideration: individual class size, classroom facility and materials, nature of the learning activities, factors requiring special safety precautions, and special needs of the students.

Where a teacher overload exists, the Board will make reasonable effort to alleviate the situation.

C. Teacher Work Day

- (1) The teacher's normal work day shall be seven (7) hours and forty (40) minutes, inclusive of a duty-free thirty (30) minute lunch period.
- (2) The teacher work day on the final student day of the work week shall conclude ten (10) minutes after student dismissal.
- (3) Teachers shall be required to attend a maximum of one (1) faculty meeting per month in place of a Professional Learning Community meeting; consistent with language Stated in Exhibit C – Calendar.
- (4) Hours of professional development needed to satisfy the professional development requirements set forth in Sections 1526 and 1527 of the Revised School Code (or their successor provisions), are designated in Exhibit C – Calendar.
- (5) In addition to the above, one (1) mandatory staff meeting per month for the purpose of conducting school improvement will be held consistent with the language stated in Exhibit C - Calendar.
- (6) With the knowledge and prior approval of their supervisors, teachers may flex their normal work hours except on days when there are required meetings. The alternate flex schedule must be consistent and communicated by the teacher to parents/guardians and students to assure accessibility. Under a flex arrangement, teachers may not report later than Five (5) minutes prior to student arrival and may not leave earlier than Five (5) after student dismissal. Flex schedules will be subject to review and approval on a trimester basis. Teachers working on a flex schedule are responsible for completion of all professional duties and shall work not less than the minimum amount of time established for the work day in ¶C(1) and C(2) of this Article.
- (7) The parties recognize that those portions of the teacher work day before the commencement of instruction and after the conclusion of instruction are to be used for supplementing/ reinforcing instruction, making parent/guardian contacts, instructional preparation/planning and promoting building safety through student supervision. In connection with the above, teachers are responsible for supervision of students in common areas during those portions of the teacher work day when students are arriving

at school (i.e. prior to the time when students report to the teacher's classroom) and when students are leaving school after the conclusion of instruction. The purpose of this supervision is to promote safe entering and exiting of buildings by students. These responsibilities will be rotated on an equitable basis among teachers within a building by the administration. Individual teachers shall not be assigned to the above supervisory responsibilities for in excess of ten (10) minutes on any student attendance day.

- (8) The parties agree that the hours of teacher-student contact time within the established teacher work day are subject to adjustment so that the District satisfies all requirements of the Revised School Code and the State School Aid Act for full receipt of pupil foundation allowances and other appropriations.
- (9) If a teacher's attendance is required at a meeting that occurs outside of the workday, the teacher may work with their supervisor to flex time from other days equal to the amount of time that was needed for the meeting. This should be flexed with non-instructional time from days that week, or the two weeks immediately prior or two weeks after the week of the meeting. Required attendance at such a meeting will be with not less than two weeks advance notice where possible. Such meetings or training shall not commence more than one hour prior to the start of the teacher contract day and not end more than two hours after the end of the teacher contract day.

D. Planning Time

(1) Elementary (K-6)

An average of not less than three hundred (300) minutes of planning time per week will be provided for each full-time elementary teacher (including special subject teachers) during the student day, except as described in Article 8, Paragraph E. The exception will be weeks when there are scheduled half days. When all building schedules allow all elementary teachers to have a planning time equal to the specials class period, building schedules will be adjusted to ensure teachers receive a planning period equal to the reduced specials schedule that day. If building schedules do not provide daily planning times for all elementary teachers, buildings will follow a specials schedule rotation to ensure the net loss of planning time is shared by all elementary teachers.

(2) Secondary (5-12)

All full time classroom teachers at the Junior and Senior High schools shall have a planning period each day equal to the length of a class period, except as described in Article 8, Paragraph E. The administration may, in cases of special teachers and, in other cases where the teacher involved consents, combine or otherwise consolidate planning periods and the requirements of this paragraph shall be deemed satisfied.

E. PLC Model

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

- in changing the daily work schedule to be compliant with State law.
- (10) The secondary (7-12) and elementary (K-6) student full day and half day schedules are designated in Exhibit C – Calendar.
 - (11) Should a Staff Meeting or SIP Meeting need to be cancelled, the Building Principal will give a 1 (one) week notice when that meeting will be rescheduled.
- F. Adequate off-street parking facilities shall be provided and properly maintained for teacher use.
- G. A private telephone for the teachers' reasonable use shall be made available in each building.
- H. No teacher in the Lakeview School District shall be required to have a student intern.
- I. All teachers shall be responsible for a reasonable amount of time for scheduled in-service training workshop participation, curriculum committee work and other related professional activities each trimester. This shall minimally include, but shall not be limited to completion of the professional development requirements set forth in Sections 1526 and 1527 of the Revised School Code or their successor provisions.
- J. Part-time teacher professional development (PD) requirements, payments
- (1) At the start of each school year, the building principal will meet with any part-time teacher(s) in the building and agree on the PD requirements, attendance and expectations.
 - (2) PLC attendance is expected as part of PD.
 - (3) Any time beyond each individual teacher's pro-rated required PD hours must be pre-approved by the building principal. Payment will take place at the end of the school year pursuant to Paragraph J of this Article, and will include the acknowledgement of the building principal as well as the Assistant Superintendent of Curriculum and Instruction.
- K. If a teacher is approved for or requested to attend professional development activities or other school-related projects beyond the required work day(s)/times designated on the school calendar year, they will make reasonable effort to attend. Such hours will be paid at a rate of 0.07777% of BA-1 on the current salary schedule. Teachers will be notified of requested professional development no less than four weeks prior to the date of the activity except in cases of emergency situations.

For such activities that will occur beyond the approved teacher calendar, these will be limited to the week immediately after the last day for teachers and the two weeks immediately prior to the first day for teachers. Additionally, such training occurring outside the approved calendar for teachers will come with a minimum of three months' notice except in emergency situations. The District will attempt to provide options for such activities to occur during the teachers' calendar year, honoring the importance of student instructional time and whole staff professional development.

This compensation shall not be applicable to professional development activities and obligations referenced in Section I of this Article or to required work beyond the normal school year for which a supplemental contract is issued under Article 10, Section D of this Agreement. Additionally, this compensation shall not be applicable for voluntary trainings in which the participant is informed in advance that the pay will not apply. The rate of pay may also vary for grant-based voluntary professional development opportunities.

L. Least Restrictive Environmental/Medically Fragile.

- (1) The parties recognize that some students who have physical, mental and/or emotional impairments (disabilities as defined by law) require special education programs and services. They also recognize that without proper planning, the integration of these students into the least restrictive environment as required by law may place extraordinary demands on the regular (non-special education) classroom teacher. Accordingly, it is agreed that while all provisions of the Michigan Department of Education's Rules for Special Education Programs and Services must be complied with, that in addition there will be a special consideration which could include consideration of the number of students with disabilities already assigned to the classroom and the nature of their disabilities, allocation of support staff, such as aides, special education teachers, reading teachers, counselors, and speech therapists applied to the placement of such special students.
- (2) Prior to actual placement of a particular special education student within the classroom of a teacher, such teacher(s) shall have the opportunity to confer directly with the special education teacher/consultant concerning the student and the plan for integration of said student, and to be a member of the IEP Committee (IEPC). This conference will be concluded by cooperative/joint preparation and execution of an Integration Plan in the form developed by the IEPC.

- (3) Bargaining unit members, who may be required to provide school health services for any student in an emergency situation, will be provided with the necessary training. It is not contemplated that bargaining unit members will be required to provide daily health services for students.
- M. The teachers' work year will include staff and student school days, as designated on the school calendar.
- N. Teachers at the 9-12 level will participate in a total of 12 hours of parent teacher conferences per year. At a parent's request, this conference can be set up as a virtual appointment.
- Teachers at the K-8 level will participate in a total of 18 hours of conferences per year, 6 of those hours being within the regular work day. At a parent's request, this conference can be set up as a virtual appointment.
- O. Teachers at the EK-8 level will participate in 3 hours of Meet The Teacher activities each year.
- P. Teachers at the high school level will attend high school graduation in an official capacity each year.
- Q. Special education teachers will be granted up to one (1) release day each month as scheduled by the Building Principal and subject to substitute teacher availability, to complete special education paperwork at the building site. The release day may be taken in ½ day increments,. Teachers shall report to work that day, but are relieved of classroom duties. The District will attempt to provide a substitute teacher to cover the classroom duties of released special education teacher.

<p style="text-align: center;">ARTICLE 7 Continuing Education Compensation</p>
--

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

- (1) Only graduate hours will be recognized, except where undergraduate hours are for classes completed after January 1, 1999 which the Superintendent (or designee) approves prior to the teacher's enrollment and which are related to acquisition of knowledge or skills determined by the Superintendent (or designee) to be necessary for the teacher's

assignment. Classes taken for required initial or renewal of certification are ineligible for approval under this provision.

- (2) One hundred twenty dollars (\$120.00) will be added to the teacher's contract for each ten (10) semester hours of graduate credit beyond the highest degree, not to exceed two hundred forty dollars (\$240.00), except in the case of the MA Degree plus thirty (30) semester hours. The foregoing limit shall be three hundred sixty dollars (\$360.00) if the last ten (10) semester hours have been completed since July 1, 1996. Four hundred dollars (\$400.00) shall be added to the teacher's contract if the teacher attains National Board Certification.
- (3) Credits earned prior to completion of a degree shall not be applied for continuing education compensation beyond that degree.
- (4) Teachers who successfully complete their work for an additional degree or continuing education compensation shall notify the school district of the request for added compensation prior to September 15 (for continuing education compensation to be effective with the first trimester) or February 15 (for continuing education compensation to be effective, on a pro-rata basis, effective with the first work day in January) of each contract year, and provide to the business office proof from the educational institution as soon as possible.
- (5) Continuing education compensation is to be added to the teacher's salary and pro-rated in accordance with the "Payroll Selection" Article 16.
- (6) Pay increases under this Article will only be factored into the payroll pursuant to paragraph (4) of this Article.

ARTICLE 8 Professional Compensation
--

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

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

Teachers who were previously denied a step increase and subsequent compensation due to an end of year evaluation resulting in a rating of less than "Effective" may make up the step if they have an end of year evaluation resulting in a rating of "Effective," or "Highly Effective." This extra step will be granted at the start of the subsequent school year's pay cycle. No teacher may accumulate step increases beyond those that were denied. Nor shall the District compensate for the years of compensation between the time the step(s) were withheld and when they are earned back.

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

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

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

- C. Teachers in the Elementary Schools and 5/6 Academy who teach a full extra class beyond the normal full-time teaching load every school day and who also make up their planning period every school day, shall be compensated proportionately for the extra class.

Teachers in the 7/8 Academy and High School who teach a full extra session beyond the normal five (5) sections in any trimester, who also make up their planning period every school day, shall be compensated for the extra class at a rate of 5.6% (1 section out of 18 total sections or 1/18) of their teaching salary per extra section taught.

- D. Teachers required to work beyond the normal school year shall be compensated at the per diem rate of their individual contracts. In these circumstances teachers will be issued a supplemental individual contract for the additional required days. The "normal school year" shall be designated on the school calendar and shall include all days and hours of student instruction which the District must satisfy under the Revised School Code and the State School Aid Act in order to receive full foundation allowances and other appropriations as well as all days of staff professional development required under Sections 1526-1527 of the Revised School Code or their successor provisions. Teachers required to

work beyond the normal school year shall receive reasonable notice from the District and the scheduling of such work days shall be done by mutual agreement between the teacher(s) and their immediate supervisor, if possible. If mutual agreement or scheduling of the required added day(s) is not possible, the parties shall meet with the Superintendent who will make the final determination of when the work days are scheduled.

- E. Teachers shall be reimbursed at the rate of \$50.00 per hour rounded off to the nearest one-half (1/2) hour when substituting, voluntarily or assigned, for an absent teacher. Elementary teachers shall be compensated for times when a special subject teacher is absent and the lost planning is not rescheduled by the administrator with input from the affected teacher and made up within ten (10) school days.
- F. Full-time teachers with ten (10) or more years of service in the Lakeview School District; or with three (3) or more years of service in the Lakeview School District and have 15 or more years of teaching experience, as defined in Article 9(B), may elect to apply for the position of Educational Specialist. Teachers receiving benefits from the Office of Retirement Services are not eligible for this position. The Board shall create a total of twenty-four (24) such positions. The eligible teacher may select this position for one, two or three years. At any one time no more than twenty-four (24) employees may participate in this plan.

Teachers must apply for the positions in writing to the Superintendent of Schools by October 1. As a condition of eligibility, the teacher shall, upon accepting assignment to the Educational Specialist position, submit their resignation from their employment with the Lakeview School District with an effective date for their Specialist position. Those serving in these positions shall be given an individual Exhibit A contract setting forth the duties expected. The individual will submit a proposed set of duties to the Superintendent or designee and, unless otherwise arranged with and approved by the Superintendent, shall be in alignment with the District Strategic Plan. This proposal will be reviewed, and approved or modification(s) required, per the criteria stated in this paragraph.

At the start of each year in which the individual received the Education Specialist position, that individual must meet with their direct supervisor to review the duties expected for that year. At the end of the year, the individual and their supervisor will meet again to review the work completed.

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

- H. Any special education certified teacher who is placed by the district into a special education position instructing special education students during the school year will receive a \$3,000 stipend payable in three equal payments to be made not later than the second pay period after the end of each trimester. The stipend will be prorated for a teacher starting the position later than the start of the year or leaving prior to the end of the year.
- I. Methods of compensation set forth in this Agreement will not be read to conflict with any system of performance-based compensation or additional compensation developed by the Board, as set forth in section 1250 of the Revised School Code, MCL 380.1250.

ARTICLE 9 Vacancies and Placement
--

- A. Definition of "Vacancy": A vacancy shall be defined for purposes of this Agreement as an unassigned, open position or a newly created position which the District intends to fill. within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.
- B. At the time of initial employment the employee should be apprised of their other assignments.
- C. New teachers employed by the school district may be given full credit for years of teaching experience. Substitute, higher education, "home school" and pre-school teaching experience, and teaching experience in schools using primarily student directed or "home school" type materials where there is an absence of teacher directed instruction are excluded from the foregoing definition of teaching experience.
- D. A teacher, upon written request to or by the Administration, shall be removed from any extra-curricular activity within thirty (30) school days after the date of such request, providing the Administration agrees that the extra-curricular activity is not an integral part of the teacher's regular assignment (e.g., instrumental music and marching band) and also providing that an adequate and competent replacement can be secured. The Board reserves the right to make this removal at any time after the request is made. In those instances where an adequate and competent replacement cannot be secured, the Administration may

require the teacher to serve an additional thirty (30) school-day period before being removed. Assignment or transfer of a teacher from one building to another building shall not be the sole or primary reason for elimination or reassignment of a Exhibit A position.

E. A tenured teacher may request to share a job with another teacher certified and qualified at the same level of teaching, provided:

1. Application to share a job shall be made prior to sixty (60) days before the beginning of each school year.
2. The job shall be shared in a pro-rated manner in terms of working responsibilities, fringe benefits, and salary.
3. The Board reserves the right to accept or reject any job-sharing request.

F. Notification (Posting) of Vacancies and Application:

Notice of vacancies occurring within the bargaining unit, including newly created positions, shall be sent via e-mail with a link to the posting, to each bargaining unit employee. Positions as described above shall be posted at least Five (5) school days prior to being filled. Alterations to this timeline may be used upon agreement between the Board and the Association. Bargaining unit employees may apply for such positions by submitting an internal application to the job posting. Said positions shall be filled in accordance with the procedure outlined in Section F below.

G. Awarding of Vacancies:

Internal qualified applicants shall be considered for the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section. In the interest of continuity of education, the district reserves the right to not consider internal applicants for a mid-year vacancy, or to determine a later transfer date.

The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

1. Employees awarded the position must have no domains rated as less than Effective on their most recent performance evaluation. In the event no internal employee meets this criterion, then this requirement shall not apply.

2. Employees awarded the position must possess the skills, training or experience to demonstrate a likelihood of being successful in the position.
3. If 2 or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.
4. If the district determines that no internal candidates meet the criteria listed in 1-3 above, then external candidates will be considered for the vacancy.

H. Placement

Definition: Teacher placements is the determination of a teaching assignment for a teacher.

In order to be eligible for a teaching assignment, the teacher must be qualified and certified for the teaching assignment. In the absence of a qualified and certified teacher, the District may consider the teacher's willingness to obtain the appropriate certification.

Initial placement in the building will be completed by the district. At no case, will a teacher be placed in a position for which they are not certified and qualified. To the extent possible and keeping the likelihood of success of the teacher and students in mind, teachers will remain in the grade level or content area that they were the prior school year. In cases where multiple qualified teachers express interest in the same available position, within a building, seniority and performance evaluations will be considered.

I. Definition of "Transfer":

A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit that results in a change of building location. Transfer awarding of vacancies shall be first governed by the language in the Vacancy Article pertaining to vacancies. Other transfers will be governed by this Section.

J. Voluntary Transfers:

A request for a transfer may be made in writing to the Personnel Office with a copy to the Association, and must be received by May 1. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with

the contract language pertaining to the filling of vacancies. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

K. Involuntary Transfers:

Involuntary transfers may be affected only for reasonable circumstances. Thirty (30) days' notice of the intention to transfer specifying the reasons for the same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association, when at all possible.

<p style="text-align: center;">ARTICLE 10 School Dismissal</p>
--

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

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

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

<p style="text-align: center;">ARTICLE 11 Extra-Duty Assignments</p>
--

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

<p style="text-align: center;">ARTICLE 12 Health Examinations</p>

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

- (1) Determining a teacher's eligibility for any illness or disability leave taken either under this Agreement or leaves required by law.
- (2) Determining a teacher's ability to return from any illness or disability leave taken under this Agreement or a leave required by law.

- (3) To evaluate a teacher's fitness for duty where the Board has reasonably founded concerns regarding the teacher's mental and/or physical ability to perform the functions of their assignment.

There will be no exam or doctor note requirement when returning to work after using sick days unless the teacher has been absent for five (5) or more consecutive days or the District has reasonable cause to suspect the teacher has used sick days for purposes other than those set out in the Agreement.

<p style="text-align: center;">ARTICLE 13 Expense Reimbursement</p>

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

<p style="text-align: center;">ARTICLE 14 Payroll Deduction</p>

- A. Direct Deposit: Upon written authorization duly signed by the teacher desiring the deduction, the District will electronically deposit the teacher's pay checks to the teacher's designated financial institution.
- B. Tax-deferred Annuities: Upon proper authorization for payroll deduction signed by the teacher desiring the deduction, the District will deduct the amount designated by the teacher (subject to IRS limits) for contribution to a 403b annuity approved by the Board. The Board (or its agent) will remit the monies deducted to the designated annuity company or plan within ten (10) working days of the payroll date on which the deduction is made.
- C. Other Deductions: The District will deduct for the premium for Hospital, Surgical and Medical insurances for the teacher and his or her dependents beyond the District-contributed premiums specified in Article 15 of this Agreement. Deductions may also be authorized by the United Way.

ARTICLE 15 Insurances
--

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

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

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

1. Choice of 1 of the 4 following plans:

- a. PAK A: Health - MESSA ABC2 HSA with the MESSA 5-Tier Drug Card; the health plan shall also include the following deductible: \$2,000/\$4,000. This is a high deductible plan with a health savings account; or
- b. PAK C: Health - MESSA Balance Plus with MESSA 5-Tier Drug Card; the health plan shall also include the following deductible: \$1,650/\$3,300 and 20% co-insurance. This is a high deductible plan with a health savings account; or
- c. PAK D: Health - MESSA ABC 2 HSA with the MESSA 3-Tier Drug Card; the health plan shall also include the following deductible and co-insurance: \$2,000/\$4,000 in-network deductible, and 20% co-insurance. This is a high deductible plan with a health savings account.
- d. PAK E: Health – ABC 3 HSA with MESSA 5-Tier Drug Card – Mandatory Mail; the health plan shall also include the following deductible and co-insurance: \$3,500/\$7,000 and 20% co-insurance. This is a high deductible plan with a health savings account.

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

- a. DENTAL - Delta Dental (100/80/80/80) Annual max for Class I, II & III = \$1000; Lifetime max for Class IV is \$1500. No adult orthodontics, two cleanings per year.
- b. VISION - VSP3G. Plan year July 1 to June 30. \$10 exam co-pay, \$85 contact lens allowance, \$25 co-pay eyeglass lenses, \$130 frames.
- c. LIFE/AD&D: \$45,000, \$5,000 basic term life with medical.
- d. LONG TERM DISABILITY- MESSA LTD: 66 2/3% Salary (\$5,000 monthly max); 90 CDMF; primary social security offset; 2 year max for Drug/Alcohol or Mental/Nervous condition.

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

PAK B:

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

- a. DENTAL - DELTA DENTAL (100/80/80/80) Annual max for Class I, II & III = \$1,000; Lifetime max for Class IV is \$1500. No adult orthodontics, two cleanings per year.
- b. VISION - VSP3G. Plan year July 1 to June 30. \$10 exam co-pay, \$85 contact lens allowance, \$25 co-pay eyeglass lenses, \$130 frames
- c. LIFE/AD&D - \$50,000 negotiated
- d. LONG TERM DISABILITY- MESSA LTD: 66 2/3% Salary (\$5,000 monthly max); 90 CDMF; primary social security offset; 2 year max for Drug/Alcohol or Mental/Nervous condition.

A cash stipend of \$150.00 each month per contract year. The CIL benefit is not available to an active Employee for whom Medicare would become primary; but otherwise available to an Employee who provides proof of primary coverage under the group health plan sponsored by the spouse's Employer. This amount shall be increased to \$225.00 per month if there are at least fifteen (15) participants in Plan #2; \$300.00 per month if there are at least twenty (20) participants in Plan #2; \$350.00 if there are at least twenty-five (25) participants in Plan #2 and \$500 if there are at least fifty-six (56) LEA member participants.

The teacher shall pay the excess of any cost over the monthly amount of the option(s) selected. An employee must indicate in writing the option(s) they desire within 30 days of the first day of employment each school year. Any teacher who selects an option(s) with a cost in excess of the District's contribution will be required to provide the District with a written payroll deduction authorization for the excess in order to be eligible for the option(s).

- C. Part-time employees may elect to enroll in Plan #1 or Plan #2 above, during specified open enrollment periods, and will be eligible for District premium contributions based on the portion of a full-time assignment worked. The participating employee will be responsible for payment of any additional premium amounts which shall be payroll deducted. Any premium amounts not payroll deducted will be remitted by the teacher as a condition of continued participation and enrollment.
- D. For the medical benefit plan coverage year commencing January 1 2019 the District will remain on hard cap and will contribute the maximum amount allowable by law under Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) toward Plan #1 health insurance premiums. The district will contribute one hundred percent (100%) towards the costs for dental, vision and life insurance premiums for full-time employees (and their eligible dependents). Any premium in excess of what the Board is obligated to pay will be paid by the employee through payroll deduction.

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

- E. Employees newly hired by the District shall be eligible for Board-paid insurance premiums upon acceptance by the insurance carriers of the written application. Employees who are separating from the District or retiring prior to working their required number of contractual days will have their District paid premiums discontinued the end of the month of the effective date of separation. Teachers who complete a full contractual year shall have premiums paid on their behalf through August 31, except for separations due to retirement which ends July 31.
- F. The District agrees to make the premium contributions specified in this Article for the duration of this Agreement. Disputes over policy coverages

between the insurance carrier(s) and employees of their beneficiaries shall not be subject to the Grievance Procedure but shall be a matter solely between the employee and the insurance company.

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

ARTICLE 16

Payroll Selection

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

ARTICLE 17

Association and Teacher Rights

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

with the consent of the principal, at all reasonable hours. The Association agrees to pay any custodial costs which would not otherwise be incurred, and the cost of all materials and supplied incidental to such use.

- C. The Association shall have the right to post notices of its activities and matters of Association concern on faculty room bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service, district e-mail and teacher mailboxes for communications to teachers. Association use of District e-mail shall be subject to the District's acceptable use policy and shall not include any communications prohibited by law. Should there be any determination that such usage requires U.S. postage, the Association agrees to pay such cost or discontinue usage until an alternate plan can be negotiated.
- D. The Board agrees to furnish to the Association in respect to reasonable requests from time to time all available public information concerning the financial reports and audits, roster of certificated personnel, Intermediate School District budgets, agendas and minutes of all public Board meetings, treasurer's reports, and census and membership data, names and addresses of all teachers, such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- E. Building principals should be notified at least one (1) day in advance for Association meetings that would require the released time of the teacher from his after-school time obligation. This released time shall be limited to three (3) times per month unless otherwise authorized by the building principal. Teachers are encouraged to minimize Association business which might infringe upon teaching duties.
- F. At the beginning of every school year, the Association shall be credited with a total of ten (10) days to conduct Association business that cannot be accomplished outside the regular work day.

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

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

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

<p style="text-align: center;">ARTICLE 18 Student Discipline and Teacher Protection</p>

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to management of students. The parties recognize that student management problems are less likely to occur in classes where effective teaching occurs. The Board and the Association also recognize that maintenance of control and discipline in the classroom is a key ingredient in establishing an effective learning environment. Whenever it appears that a particular student requires attention due to behavioral problems which cannot be remedied by the teacher, the teacher will make a referral to the appropriate supervisor.
- B. A teacher may exclude a student for the balance of the class period when their misbehavior makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal as promptly as his teaching obligations will allow, full particulars of the incident. The parties recognize that special education students may not be excluded from class to the extent that such exclusion impacts the student's IEP or their Section 504 plan.
- C. Limits on information which may be placed in employee records, rights of access and challenge on records by employees, shall be in accordance with the provisions of the Employee Right to Know Act, P.A. 397 of 1978. (Board will supply copy of P.A. 397 upon request to teachers.)
- D. Procedures for granting employees access to personnel records shall include the following:
 - (1) Requests to review records shall be made to the office of the Superintendent (in writing) at least two (2) days prior to the requested date of review.
 - (2) Records may be reviewed only during regular hours of the Superintendent's office and only during periods when the employee

is not "on duty" in their assignment (lunch, after school hours, etc.).

- (3) No more than two (2) requests for review by an individual may be made during any one contract year and the interval between requests shall be no less than 30 days.
- (4) Reasonable charges for materials to be copied may be made by the Superintendent's office.

<p style="text-align: center;">ARTICLE 19 Academic Freedom</p>
--

- A. The parties seek to educate young people in the democratic tradition to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged, subject only to accepted standards of professional educational responsibility.
- B. The parties expressly agree that this Article is not construed as a license for any teacher to attempt to indoctrinate students with his or her personal religious, political, or other ideological opinions and beliefs, or to institute unauthorized curriculum changes.
- C. All teachers will be encouraged to express themselves freely on policies at professional meetings and other meetings to safeguard their legitimate interests.

<p style="text-align: center;">ARTICLE 20: Layoff and recall</p>
--

- A. It is understood by the parties that a reduction in staff may be required in the district. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:
 - 1. Non-certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

2. If reduction is still necessary, then certified and qualified teachers will be laid off starting with the least qualified teacher as defined in F(3), providing that such teachers who are retained are adequately certified for the positions they are to fill. If two or more teachers are equally qualified, the least senior teacher will be laid off first.
- B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified.
 - C. The Association will be notified of the contemplated reduction in personnel at least ten (10) calendar days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff.
 - D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.
 - E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.
 - F. Definitions:
 1. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or

renewals, as well as expirations, revocations, and any limitations thereon.

2. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of “qualified” status for any position in the district shall be determined by the process outlined below.
3. Qualified status - Teachers shall be subject to layoff or recall in order of qualified status as follows:
 - a. Teachers shall be considered in order of effectiveness (effectiveness label) based on their most recent annual performance evaluation.
 - b. If the process above would result in the absence of a teacher with appropriate certification, the District may consider the ability to obtain an appropriate permit.
 - c. The district will then consider the following collectively:
 - i. Teacher disciplinary record.
 - ii. Relevant special training, including completion of relevant training other than professional development or continued education that is required by the District or by state law, and including the integration of that training into instruction in a meaningful way.
 - iii. The teacher’s length of service in a grade level or subject area. The District will only consider a teacher’s continuous and current length of service in a grade level or subject area.
 - iv. Teachers with no relevant special training, or service time with a particular teaching assignment are not qualified candidates for purposes of a staffing reduction and will only be considered for such placement if there are no other qualified candidates.

G. Recall

1. A teacher is eligible for recall for eighteen (18) months from the effective date of the layoff.
2. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified and which is

equivalent in FTE to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such a case, the District in its sole discretion may grant the teacher the option to finish the term of their contract before reporting for duty in the District. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.

- H. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 15 until the end of the month following the effective date of layoff. If a teacher is laid off at the end of the year and has completed their contractual obligations, insurance shall continue until August 31st, of the same year. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

<p style="text-align: center;">ARTICLE 21 Discipline</p>
--

- A. Discipline: The standard for any disciplinary decision will be the standard set forth in Article 4 Section 1 of the Teachers' Tenure Act. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; or other actions of disciplinary nature. Any such discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration. No disciplinary process will be started unless the District can provide reasonable suspicion and proper ground **to** investigate. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed, with an exemption for extenuating circumstances

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the grievance process shall not apply. The mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply, even if the District fails to properly comply with the annual evaluation requirements and provisions of this Agreement.

- B. Progressive Discipline: A program of progressive discipline shall be

followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

1. Oral warning documented via email to the teacher, then
2. Written reprimand printed and signed as an acknowledged by the teacher, then
3. Initial day(s) suspension without compensation, then
4. Further suspensions without compensation as warranted,
5. Discharge.

No suspension shall adversely affect any other rights under this Agreement. The parties recognize that the severity of an offense may provide legitimate reasons and proper grounds for the acceleration of the above progression of discipline.

- C. Discipline and Evaluation: Any disciplinary action showing a pattern of behavior, can be reflected in the final evaluation of a teacher under Domain 4 of the Danielson rubric or any other similar evaluation rubric category which would cover professional responsibilities.
- D. Association Representation: The employer shall offer association representation to the bargaining unit employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed.
- E. Personnel File: The District will comply with the Bullard - Plawecki Employee Right to Know Act with respect to the maintenance of employee personnel files.

No disciplinary action found in section B of this article will go into a teacher's personnel file before step two (2) of the progressive discipline. Employees may make a request to consider removal of disciplinary items from the personnel file once those records are two (2) years old, unless the removal is otherwise prohibited by law. This removal shall be at the

sole discretion of the superintendent.

- F. Complaints: No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee, resulting in documentation placed in the personnel file, shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated, unless otherwise prohibited by law (The Whistleblowers' Protections Act, etc.) The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Complaints, as defined in this Section, shall not be usable for the purposes of annual teacher performance evaluations unless the complaint is substantiated after a thorough and transparent investigation, in which employees made aware of the complaints and allowed to rebut.

- G. Assaults & Property Loss/Damage Any case of assault upon a bargaining unit employee, while conducting their assigned duties, shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. If the bargaining unit employee is injured, on school premises or while on a school sponsored activity, and not occasioned by the negligence of the bargaining unit employee, the District will pay medical costs incurred as approved by Worker's Compensation.

The Employer shall reimburse any bargaining unit employee up to five hundred dollars (\$500.00) during the course of one (1) school fiscal year for damages to, destruction of, or loss of the bargaining unit employee's vehicle, clothing, and/or personal items, provided such damage, destruction, or loss occurred as a direct result of a physical assault upon the employee or while the employee was physically intervening with a student to protect the safety of individuals. Such incidents must occur on school premises or while the employee is engaged in a school-sponsored activity, and shall not be occasioned by the negligence of the bargaining unit employee.

- H. The District shall treat all employees within the bargaining unit without discrimination, favoritism, or arbitrary action, and in accordance with applicable laws, regulations, and the terms of this Agreement.

<p style="text-align: center;">ARTICLE 22 Evaluations</p>

- A. The main purpose of teacher evaluation is the improvement of instruction by helping and encouraging each teacher to improve their teaching performance, including:
1. to continue development of effective teaching skills
 2. to improve the teaching/learning process
 3. to develop long-range planning
 4. to identify and remediate deficient performance.
- B. The teacher performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system, as outlined in MCL 380.1249 that includes:
1. An Individualized Development Plan (IDP) consistent with the Michigan Teacher Tenure Act, MCL 38.83a and MCL 38.93, et. seq., containing specific performance goals communicated with the teacher to improve their effectiveness in the upcoming school year. No tenured teacher shall be put on an IDP without documented areas of concern in the evaluation system.
 2. A midyear review for a teacher who is in the probationary period under section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, or who received a rating of needing support or developing in the teacher's most recent year-end evaluation. The midyear progress report must be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve. A midyear evaluation may not be used as the teacher's summative evaluation. The midyear review will be submitted, acknowledged, and finalized by January 15.
 3. All teachers on cycle must be observed a minimum of two times per year, but could be more at the discretion of the assigned evaluator. At least one must be unannounced and at least one must be announced.
 - a. At least one observation must be conducted and the post-conference completed by December 15. This must be entered,

- acknowledged, and finalized in the district evaluation management system by January 15.
- b. A second observation must be conducted and the post-conference held by May 15. This must be entered, acknowledged, and finalized in the District evaluation management system by May 30.
 - c. Additional observation(s) may be added at the discretion of the district, and there must be at least sixty (60) days between the first and the last observation.
 - d. Any instance of a needed extension to these deadlines will be done in consultation with the teacher and the Association.
 - e. Within twenty(20) school days after each observation, the teacher is provided with written feedback from the observation.
 - f. Notification of non-renewal of non-tenured teachers will be given in accordance with the requirements set forth in MCL 380.1249.
 - g. With the permission of the teacher, a mentor teacher or an instructional coach may be informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
 - h. The maximum portion allowed by law of the performance evaluation, shall be measured by an evaluation tool(s) selected by the District in consultation with the Association that meets the requirements set forth in MCL 380.1249.
4. The maximum portion allowed by law of the year-end evaluation will be based on student growth and assessment data to the extent required by MCL 380.1249.
- a. The Student Growth Percentile (SGP) based on the MStep or the PSAT/SAT will be used to determine the student data component of the summative evaluation. A weighted average of three years of data will be used for this component with weights of 50/30/20 being used giving the greatest weight to the most recent year.
 - b. Students with absenteeism greater than 10% and that have not met the growth target will be excluded from the calculation.
 - c. SGP ratings will be given on a whole building basis.
 - d. Any teacher who earns an effective year end overall rating OR has earned such a rating on their last evaluation cycle, will receive \$400 in merit pay. This will be paid on or before the last payment of June.

C. If a tenured teacher has been rated with the highest available rating for

three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years. The District reserves the right to place a teacher not due for evaluation back on cycle, up to December 1 of the school year.

- D. An electronic copy of the evaluation form will be available to any teacher upon the teacher’s request.
- E. Any documented concerns about a teacher must be directly observed or confirmed by an administrator the teacher’s assigned evaluator. Specifically:
 - 1. The use of technology (public address systems, audio recording, or security surveillance video) is strictly prohibited to monitor the work performance of a teacher in an evaluation system without having been previously addressed and without the full knowledge of the teacher.
 - 2. At no time will an employee eligible for association membership be part of the evaluation process of a teacher.
- F. Any non-compliance with the evaluation process as described above shall be subject to the grievance process, and shall only be applicable to summative evaluations resulting in a less than effective overall rating, unless otherwise required by law.
- G. The summative evaluation shall be submitted for teacher review in the district evaluation management system prior to May 30. Teachers may request an in person meeting prior to acknowledgement of the evaluation. If there is a dispute that is resolved or the teacher shows improvement before the finalization and signature of the evaluation for the year, and both parties agree, the evaluation will be amended. All teachers shall have the right to submit a written statement to their evaluation which will be included in their personnel file and attached to the year-end evaluation.
- H. If a teacher due to be evaluated is not evaluated, then the teacher shall be granted effective.
- I. Training on evaluation system, tools, and reporting forms:
 - 1. Prior to the first observation, the district shall provide teachers new to the District, during contractual time, training on the evaluation system. Returning teachers who are on the evaluation cycle will be given a review of the evaluation process prior to the first observation.

2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a “rater reliability” training every three (3) years as approved by the MDE that minimally includes all of the following:
- a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Exhibit D.
 - b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
 - c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
 - d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator’s evaluations.
 - e. An opportunity for the Association or their designee to attend the interrater reliability training, and access to training materials as provided to evaluation administrators.
- J. Any change to the evaluation tool and/or rubric will be determined in collaboration with the Association.
- K. Tenured teachers receive all rights as described in the Michigan Teachers’ Tenure Act (MCL 38.91 et seq.)

<p style="text-align: center;">ARTICLE 23 Seniority</p>

- A. Each year, prior to November 1, the Superintendent or their designee shall prepare a seniority list and transmit an electronic copy of same to the President of the Association. The names of all teachers at the time of preparation of the seniority list shall be listed in order of their first day of service (“service date”) to the District (not including extra-curricular service), starting with the teacher having the earliest service date pursuant to the negotiated calendar.

If two (2) or more teachers have the same service date, the last four digits

of their social security numbers shall be used to determine respective positions on the seniority list, with the teacher having the lowest last four digits being assigned first to the seniority list. Each teacher's certification, qualifications, and current assignments are to be included on this seniority list.

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

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

Leaves of absence granted pursuant to this Agreement shall not be considered an interruption in continuous service. The period of such leave shall not be included in the determination of the total amount of seniority as is indicated in Article IV of this Agreement unless otherwise required by law.

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

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

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

<p style="text-align: center;">ARTICLE 24 Strikes and Sanctions</p>

- A. During the term of this Agreement neither the Association nor any persons acting on its behalf nor any individual teacher will cause, authorize or support, nor will any Association members take a part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties or employment) for any purposes whatsoever. It is further agreed the Association will not itself and will not request any other organization to place a sanction of any form on the Lakeview School District, provided, however, that in the event the Michigan Education Association and its affiliates place a sanction on every district within the State, then the Lakeview Education Association shall not be bound by this prohibition against sanctions with respect to that situation only.
- B. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.
- C. Willful violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.
- D. The Board of Education in the event of violation of this Article will have the right in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association.

<p style="text-align: center;">ARTICLE 25 Severability</p>
--

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

or terminate this Agreement.

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

ARTICLE 26
Contract Maintenance

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

ARTICLE 27
Duration of Agreement

This Agreement becomes effective on July 1, 2024 and will expire at midnight on June 30, 2028.

At the Association's request, this contract shall be reopened solely for the purposes of negotiating the newly "unprohibited subjects of bargaining" in the 2025-2026 contract year.

At the Association's request, this contract shall be reopened solely for the purposes of salary schedule in the 2026-2027 and 2027-2028 contract years.

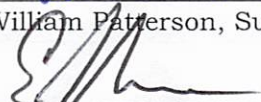
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BOARD OF EDUCATION
LAKEVIEW SCHOOL DISTRICT



William Patterson, Superintendent

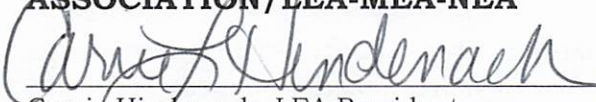
Date: 9/15/25



Eric Greene, Board President

Date: 15 Sept 25

LAKEVIEW EDUCATION
ASSOCIATION/LEA-MEA-NEA



Carrie Hindenach, LEA President
Lakeview School District/Lakeview Education Association
2024-2028 Master Agreement

Date: 8/21/2025

<p align="center">EXHIBIT A</p> <p align="center">EXTRA PAY FOR EXTRA CURRICULAR ACTIVITIES</p>

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

HIGH SCHOOL ASSIGNMENTS

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

Event Manager - Fall	6.0%
Event Manager - Winter	6.0%
Event Manager - Spring	6.0%
Football Coach-Head Varsity	18.5%
Football Coach-Assistant Varsity	70.0% of Head Coach
Football Coach-Head Junior Varsity	65.0% of Head Coach
Football Coach-Assistant Junior Varsity	60.0% of Head Coach
Football Coach-Head Frosh	65.0% of Head Coach
Football Coach-Assistant Frosh	60.0% of Head Coach
Forensics and Speech Director	5.0%
Golf Coach-Head Varsity (Boys)	9.0%
Golf Coach-Junior Varsity (Boys)	65% of Head Coach
Golf Coach-Head Varsity (Girls)	9.0%
Golf Coach-Junior Varsity (Girls)	65% of Head Coach
Homebased/Homebound	.07777% per hour
Lacrosse Coach – Head Varsity	13.0%
Lacrosse Coach – Assistant Varsity	70.0% of Head Coach
Link Crew	3.0%
Medical Pipeline Sponsor	5.0%
MITES Coordinator	5.0%
Musical (Director)	7.0%
Musical (Technology Director)	5.0%
Musical (Vocal Music)	4.0%
Musical (Pit Orchestra)	4.0%
Musical (Scenery)	2.0%
National Honor Society Advisor	4.0%
Newspaper Director	6.0%
Orchestra Director	4.0%
Pep Club Sponsor	5.0%
Robotics-Head Coach	8.0%
Robotics-Assistant Coach	4.0%

School Play (Director)	7.0%
School Play (Scenery)	2.0%
School Play (Technology Director)	5.0%
Science Olympiad	4.0%
Soccer Coach-Head Varsity	13.0%
Soccer Coach-Head Junior Varsity	65.0% of Head Coach
Softball Coach-Varsity (Girls)	13.0%
Softball Coach-Asst. Varsity (Girls)	70.0% of Head Coach
Softball Coach-Junior Varsity (Girls)	65.0% of Head Coach
Softball Coach-Asst. Junior Varsity	60.0% of Head Coach
Softball Coach-Frosh (Girls)	55.0% of Head Coach
Softball Coach-Asst. Frosh (Girls)	50.0% of Head Coach
Spartanaires Director	8.0%
Student Government	5.0%
Summer School	.07777% per hour
Swimming Coach-Head Varsity (Boys)	18.5%
Swimming Coach-Assistant Varsity (Boys)	70.0% of Head Coach
Swimming Coach-Diving (Boys)	35% of Head Coach
Swimming Coach-Head Varsity (Girls)	18.5%
Swimming Coach-Assistant Varsity (Girls)	70.0% of Head Coach
Swimming Coach-Diving (Girls)	35% of Head Coach
Tennis Coach-Head Varsity (Boys)	9.0%
Tennis Coach-Assistant Varsity (Boys)	70.0% of Head Coach
Tennis Coach-Head Varsity (Girls)	9.0%
Tennis Coach-Assistant Varsity (Girls)	70.0% of Head Coach
Track Coach-Head Varsity (Boys)	13.0%
Track Coach-Assistant Varsity (Boys)	70.0% of Head Coach
Track Coach-Head Junior Varsity (Boys)	65.0% of Head Coach
Track Coach-Head Varsity (Girls)	13.0%
Track Coach-Assistant Varsity (Girls)	70.0% of Head Coach
Vocal Music Director	4.0%
Volleyball Coach-Head Varsity (Girls)	18.5%
Volleyball Coach-Junior Varsity (Girls)	65.0% of Head Coach
Volleyball Coach-Head Frosh (Girls)	55.0% of Head Coach

Wrestling Coach-Head Varsity	18.5%
Wrestling Coach-Junior Varsity	65.0% of Head Coach
Wrestling Coach-Head Frosh	55.0% of Head Coach

Yearbook Director	6.0%
-------------------	------

Youth in Government	5.0%
---------------------	------

MIDDLE SCHOOL ASSIGNMENTS

Athletic Site Supervisor	6.0%
--------------------------	------

Basketball Coach-Head (Boys)	9.0%
------------------------------	------

Basketball Coach-Assistants (Boys)	8.0%
------------------------------------	------

Basketball Coach-Head (Girls)	9.0%
-------------------------------	------

Basketball Coach-Assistants (Girls)	8.0%
-------------------------------------	------

Cheerleading Coach – Competitive	6.0%
----------------------------------	------

Cross Country Coach	6.0%
---------------------	------

Cross Country Assistant Coach	4.0%
-------------------------------	------

Football Coach-Head (Boys)	9.0%
----------------------------	------

Football Coach-Assistants (Boys)	8.0%
----------------------------------	------

Lunch Supervisor	6.0%
------------------	------

Middle School Theater	7.0%
-----------------------	------

Music Director (Instrumental)	4.5%
-------------------------------	------

Music Director (Vocal)	4.0%
------------------------	------

National Junior Honor Society	4.0%
-------------------------------	------

Robotics	4.0%
----------	------

Spartanaires	4.0%
--------------	------

Student Council Director	5.0%
--------------------------	------

Swim Coach-Head	7.0%
-----------------	------

Swim Coach-Assistant	6.0%
----------------------	------

Technical Support Director	5.0%
----------------------------	------

Tennis Coach-Head (Co-ed)	7.0%
Tennis Coach-Assistant (Co-ed)	6.0%
Track Coach-Head (Boys)	7.0%
Track Coach-Assistant (Boys)	6.0%
Track Coach-Head (Girls)	7.0%
Track Coach-Assistant (Girls)	6.0%
Volleyball Coach-Head (Girls)	8.0%
Volleyball Coach-Assistants (Girls)	7.0%
Web Sponsors	3.0%
Wrestling Coach-Head (Boys)	8.0%
Wrestling Coach-Assistant (Boys)	7.0%
Yearbook Director	9.0%
Yearbook Assistant Director	4.5%

ELEMENTARY SCHOOL ASSIGNMENTS

Lakeview Singers	8.0%
Robotics	4.0%

DISTRICT LEVEL ASSIGNMENTS

Instructional Team Leaders 4.0%

- Elementary Buildings – Up to 6 ITLs per building.
 - One per grade level K-4.
 - Building Instructional Coach
- 5/6 and 7/8 Academies – Up to 6 ITLs per academy
 - ELA Teacher
 - Math Teacher
 - Science Teacher
 - Social Studies Teacher
 - Special Education Teacher
 - Building Instructional Coach
- Lakeview High School - Up to 12 ITLs
 - ELA Teacher
 - Math Teacher
 - Social Studies Teacher
 - Science Teacher
 - Special Education Teacher
 - World Languages Teacher
 - Business Teacher

- Art Teacher
- P.E./Health Teacher
- Technology Teacher
- Music Teacher
- Instructional Coach
- Cross Building – Up to 14 ITLs
 - K-4 EL Teacher
 - K-4 Resilience Coach
 - K-4 Art Teacher
 - K-4 P.E. Teacher
 - K-4 Music Teacher
 - K-4 Science Teacher
 - K-4 Special Education Teacher
 - 5-8 Art Teacher
 - 5-8 Music Teacher
 - 5-8 P.E./Health Teacher
 - 5-12 EL Teacher
 - 5-12 Resilience Coach
 - 5-12 Librarian
 - K-12 Special Education Teacher Consultant

Elementary Tech Coaches 2.0%

- Up to 1 Tech Coach per elementary building.

Resilience Team Members 2.0%

- Elementary buildings and middle school academies – Up to 6 team members per building
- LHS – Up to 8 team members

AVID Site Team Members 2.0%

- 7/8 Academy and LHS – Up to 8 team members per building

Educational Specialist \$3000

English Learner Program Lead 18.0%

Overnight Camp Supervisor \$400.00

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

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

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

EXHIBIT B**Professional Compensation****2024-2025 Salary Schedule****Teachers**

Step	BA	MA
1	48,257	51,243
2	49,068	52,319
3	49,961	53,495
4	50,939	54,774
5	53,005	57,162
6	55,166	59,666
7	57,424	62,291
8	59,783	65,045
9	62,249	67,922
10	64,825	70,942
11	67,516	74,107
12	70,330	77,425
13	73,270	80,901
14	76,342	84,545
15	76,556	84,942
16	76,770	85,341
17	76,986	85,743
18	77,201	86,147
19	77,417	86,553
20	77,635	86,961
21	77,835	87,340
22+	78,072	87,783

For the 2024-2025 school year, teachers will remain at the step that they were at for the 2023-2024 school year.

For the 2024-2025 school year, teachers at step 4 or higher will receive a one time, off-schedule payment of \$1,000 payable not later than the first pay in October.

Eligible teachers will move on steps for the 2025-2026, 2026-2027, and 2027-2028 school years.

For the 2025-2026 school year, teachers will receive a one time, off-schedule payment. The payment will be an amount equal to \$300,000 divided by the number of eligible bargaining unit members. This will apply to members that are employed within the 2024-2025 school year and are still employed for the entirety of the 2025-2026 school year. This payment will be made on the second pay period of June, 2026.

For the 2026-2027 school year, teachers will receive, if applicable, a one time, off schedule payment. The payment will be an amount equal to 35% of the final audited general fund income over expense amount for the 2025-2026 school year before any transfers to or from other district accounts, divided by the number of eligible bargaining unit members. This will apply to members that are employed within the 2025-2026 school year, and are still employed at the time of the payment, and will be payable on the November 28, 2026 pay period.

For the 2027-2028 school year, teachers will receive, if applicable, a one time, off schedule payment. The payment will be an amount equal to 35% of the final audited general fund income over expense amount for the 2026-2027 school year before any transfers to or from other district accounts, divided by the number of eligible bargaining unit members. This will apply to members that are employed within the 2026-2027 school year, and are still employed at the time of the payment, and will be payable on the November 28, 2027 pay period.

<p style="text-align: center;">EXHIBIT C LAKEVIEW SCHOOL DISTRICT 2024-2025, 2025-2026, 2026-2027, and 2027-2028 School Calendars</p>
--

School Calendars for school years 2024-2025, 2025-2026, 2026-2027, and 2027-2028 are attached. School Calendars for any additional years of this agreement will be developed consistent with the four previous school year calendars and the intermediate school district common calendar.

Rescheduling Cancelled Days/Hours of Instruction

In the event it becomes necessary to close school because of conditions not within the control of the District, additional instruction time shall be rescheduled as provided in Article 10 of this Agreement. The District, prior to scheduling any additional instruction time, shall consult with the LEA Executive Committee.

2024-2025 Scheduled Days of Instruction Form

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

Jul-24						Days
M	T	W	Th	F		
1	2	3	4	5		
8	9	10	11	12		
15	16	17	18	19		
22	23	24	25	26		
29	30	31				

Aug-24						Days
M	T	W	Th	F		
5	6	7	8	9	PT	5
12	13	14	15	16	T	9
19	20	21	22	23	(PD)	2
26	27	28	29	30	Student	7
					Teacher	9
					PD	1.3

Sep-24						Days
M	T	W	Th	F		
3	4	5	6			
9	10	11	12	13	S	19
16	17	18	19	20	T	20
23	24	25	26	27	(PD)	1
30					Student	26
					Teacher	29
					PD	2.3

Oct-24						Days
M	T	W	Th	F		
1	2	3	4		S	22
7	8	9	10	11	T	23
14	15	16	17	18	(PD)	1
21	22	23	24	25	Student	48
28	29	30	31		Teacher	52
					PD	3.3

Nov-24						Days
M	T	W	Th	F		
4	5	6	7	8	S	16
11	12	13	14	15	T	16
18	19	20	21	22	(PD)	0
25	26	27	28	29	Student	64
					Teacher	68
					PD	3.3

Dec-24						Days
M	T	W	Th	F		
2	3	4	5	6	S	14
9	10	11	12	13	T	15
16	17	18	19	20	(PD)	1
23	24	25	26	27	Student	78
					Teacher	83
					PD	4.3

Jan-25						Days
M	T	W	Th	F		
6	7	8	9	10	T	19
13	14	15	16	17	(PD)	1
20	21	22	23	24	Student	96
27	28	29	30	31	Teacher	102
					PD	5.3

Feb-25						Days
M	T	W	Th	F		
3	4	5	6	7	S	19
10	11	12	13	14	T	19
17	18	19	20	21	(PD)	0
24	25	26	27	28	Student	115
					Teacher	121
					PD	5.3

Mar-25						Days
M	T	W	Th	F		
3	4	5	6	7	T	20
10	11	12	13	14	(PD)	1
17	18	19	20	21	Student	134
24	25	26	27	28	Teacher	141
					PD	6.3

Apr-25						Days
M	T	W	Th	F		
7	8	9	10	11	T	18
14	15	16	17	18	(PD)	0
21	22	23	24	25	Student	152
28	29	30			Teacher	159
					PD	6.3

May-25						Days
M	T	W	Th	F		
5	6	7	8	9	T	21
12	13	14	15	16	(PD)	0
19	20	21	22	23	Student	173
26	27	28	29	30	Teacher	180
					PD	6.3

Jun-25						Days
M	T	W	Th	F		
2	3	4	5	6	S	4
9	10	11	12	13	T	4
16	17	18	19	20	(PD)	0
23	24	25	26	27	Student	177
30					Teacher	184
					PD	6.3

First Day for Students August 21

Last Day for Students June 5

Key

- Probationary Teachers*
- K-8 AM, PM Conferences; 9-12 Full Day
- PD - All Day, No Classes
- Students/Teachers AM only
- K-8 Full Day, 9-12 Half Day Students
- Teachers 9-12 Graduation (evening)
- School Business Day**
- No School-Summer Break
- State Count Days
- SAT & Workkeys Testing

Trimesters K-12

August 21 - November 15	59
November 18 - March 7	61
March 10 - June 5	57
TOTAL	177

Summary of Teacher Days

Probationary Teachers	189
Returning Teachers	184

Original Scheduled Student Days

	K-8
Full-Days.	171
1/2 Days	6
TOTAL	177

Original Scheduled Student Days

	9-12
Full-Days.	171
1/2 Days	6
TOTAL	177

Notes

Student Day:

	Mon	Tue-Fri	Mon	Tue-Fri
Staff	Staff	Staff	Students	Students
Elem	8:20-4:00	7:50-3:30	8:25-2:55	8:25-3:25
MS	7:25-3:05	7:35-3:15	7:40-2:10	7:40-2:40
HS	7:25-3:05	7:25-3:05	7:30-2:05	7:30-2:35

The contractual day is 7 hours 40 minutes.

Times in this box will be finalized within those parameters.

Conferences:

	Staff
Elem	18 hours
MS	18 hours
HS	12 hours, attend graduation

Early Release PD Days

	Staff	Students	PD
Elem	8:20-4:00	8:25-11:50	12:40-4:00
MS	7:25-3:05	7:40-11:00	11:50-3:05
HS	7:25-3:05	7:30-10:55	11:40-3:05

* Probationary teachers in years 1-3 will participate in a PD program coordinated by the district instructional department, equivalent to 30 additional hours per year.

2025-2026 Scheduled Days of Instruction Form

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

Jul-25					Days
M	T	W	Th	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

Aug-25					Days
M	T	W	Th	F	
				1	PT 5
4	5	6	7	8	S 7
11	12	13	14	15	T 9
18	19	20	21	22	(PD) 1.3
25	26	27	28		Student 7
					Teacher 9
					PD 1.3

Sep-25					Days
M	T	W	Th	F	
1	2	3	4	5	
8	9	10	11	12	S 20
15	16	17	18	19	T 21
22	23	24	25	26	(PD) 1
29	30				Student 27
					Teacher 30
					PD 2.3

Oct-25					Days
M	T	W	Th	F	
	1	2	3		S 22
6	7	8	9	10	T 23
13	14	15	16	17	(PD) 0
20	21	22	23	24	Student 49
27	28	29	30	31	Teacher 53
					PD 2.3

Nov-25					Days
M	T	W	Th	F	
3	4	5	6	7	S 15
10	11	12	13	14	T 15
17	18	19	20	21	(PD) 1
24	25	26	27	28	Student 64
29	30	31	1	2	Teacher 68
					PD 3.3

Dec-25					Days
M	T	W	Th	F	
1	2	3	4	5	S 15
8	9	10	11	12	T 15
15	16	17	18	19	(PD) 0
22	23	24	25	26	Student 79
29	30	31	1	2	Teacher 83
					PD 3.3

Jan-26					Days
M	T	W	Th	F	
					S 18
5	6	7	8	9	T 19
12	13	14	15	16	(PD) 1
19	20	21	22	23	Student 97
26	27	28	29	30	Teacher 102
					PD 4.3

Feb-26					Days
M	T	W	Th	F	
2	3	4	5	6	S 19
9	10	11	12	13	T 19
16	17	18	19	20	(PD) 0
23	24	25	26	27	Student 116
					Teacher 121
					PD 4.3

Mar-26					Days
M	T	W	Th	F	
					S 19
2	3	4	5	6	T 20
9	10	11	12	13	(PD) 1
16	17	18	19	20	Student 135
23	24	25	26	27	Teacher 141
30	31	1	2	3	PD 5.3

Apr-26					Days
M	T	W	Th	F	
					S 18
6	7	8	9	10	T 19
13	14	15	16	17	(PD) 1
20	21	22	23	24	Student 153
27	28	29	30		Teacher 160
					PD 6.3

May-26					Days
M	T	W	Th	F	
					S 20
4	5	6	7	8	T 20
11	12	13	14	15	(PD) 0
18	19	20	21	22	Student 173
25	26	27	28	29	Teacher 180
					PD 6.3

Jun-26					Days
M	T	W	Th	F	
1	2	3	4	5	S 4
8	9	10	11	12	T 4
15	16	17	18	19	(PD) 0
22	23	24	25	26	Student 177
29	30				Teacher 184
					PD 6.3

First Day for Students August 20
Last Day for Students June 4

Key

- Probationary Teachers*
- K-8 AM, PM Conferences; 9-12 Full Day
- PD - All Day, No Classes
- Students/Teachers AM only
- K-8 Full Day, 9-12 Half Day Students
- Teachers 9-12 Graduation (evening)
- School Business Day**
- No School-Summer Break
- State Count Days
- SAT & Workkeys Testing

Trimesters K-12

August 20 - November 14	59
November 17 - March 6	62
March 9 - June 4	56
	177

Summary of Teacher Days

Probationary Teachers	189
Returning Teachers	184

Original Scheduled Student Days

	K-8
Full-Days.	171
1/2 Days	6
TOTAL	177

Original Scheduled Student Days

	9-12
Full-Days.	171
1/2 Days	6
TOTAL	177

Notes

Student Day:

	Mon	Tue-Fri	Mon	Tue-Fri
	Staff	Staff	Students	Students
Elem	8:20-4:00	7:50-3:30	8:25-2:55	8:25-3:25
MS	7:25-3:05	7:35-3:15	7:40-2:10	7:40-2:40
HS	7:25-3:05	7:25-3:05	7:30-2:05	7:30-2:35

Half Day (End of Tri)

	Staff	Students
Elem	7:50-11:55	8:25-11:50
MS	7:25-11:30	7:40-11:00
HS	7:25-11:30	7:30-10:55

Early Release PD Days

	Staff	Students	PD
Elem	8:20-4:00	8:25-11:50	12:40-4:00
MS	7:25-3:05	7:40-11:00	11:50-3:05
HS	7:25-3:05	7:30-10:55	11:40-3:05

Conferences:

	Staff
Elem	18 hours
MS	18 hours
HS	12 hours, attend graduation

* Probationary teachers in years 1-3 will participate in a PD program coordinated by the district instructional department, equivalent to 30 additional hours per year.

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

2026-2027 Scheduled Days of Instruction Form

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

Jul-26						Days
M	T	W	Th	F		
		1	2	3		
6	7	8	9	10		
13	14	15	16	17		
20	21	22	23	24		
27	28	29	30	31		

Aug-26						Days
M	T	W	Th	F	PT	S
3	4	5	6	7		9
10	11	12	13	14		11
17	18	19	20	21	(PD)	1.3
24	25	26	27	28	Student	9
31					Teacher	11
					PD	1.3

Sep-26						Days
M	T	W	Th	F		
	1	2	3			
8	9	10	11		S	19
14	15	16	17	18	T	20
21	22	23	24	25	(PD)	1
28	29	30			Student	28
					Teacher	31
					PD	2.3

Oct-26						Days
M	T	W	Th	F		
			1	2	S	21
5	6	7	8	9	T	22
12	13	14	15	16	(PD)	1
19	20	21	22	23	Student	49
26	27	28	29	30	Teacher	53
					PD	3.3

Nov-26						Days
M	T	W	Th	F		
2	3	4	5	6	S	16
9	10	11	12	13	T	16
16	17	18	19	20	(PD)	0
27	28	29	30		Student	65
					Teacher	69
					PD	3.3

Dec-26						Days
M	T	W	Th	F		
	1	2	3	4	S	13
7	8	9	10	11	T	14
14	15	16	17	18	(PD)	1
21	22	23	24	25	Student	78
28	29	30			Teacher	83
					PD	4.3

Jan-27						Days
M	T	W	Th	F		
					S	18
4	5	6	7	8	T	19
11	12	13	14	15	(PD)	1
18	19	20	21	22	Student	96
25	26	27	28	29	Teacher	102
					PD	5.3

Feb-27						Days
M	T	W	Th	F		
1	2	3	4	5	S	19
8	9	10	11	12	T	19
15	16	17	18	19	(PD)	0
22	23	24	25	26	Student	115
					Teacher	121
					PD	5.3

Mar-27						Days
M	T	W	Th	F		
					S	19
1	2	3	4	5	T	20
8	9	10	11	12	(PD)	1
15	16	17	18	19	Student	134
22	23	24	25	26	Teacher	141
					PD	6.3

Apr-27						Days
M	T	W	Th	F		
					S	20
5	6	7	8	9	T	20
12	13	14	15	16	(PD)	0
19	20	21	22	23	Student	154
26	27	28	29	30	Teacher	161
					PD	6.3

May-27						Days
M	T	W	Th	F		
					S	20
3	4	5	6	7	T	20
10	11	12	13	14	(PD)	0
17	18	19	20	21	Student	174
24	25	26	27	28	Teacher	181
					PD	6.3

Jun-27						Days
M	T	W	Th	F		
	1	2	3	4	S	3
7	8	9	10	11	T	3
14	15	16	17	18	(PD)	0
21	22	23	24	25	Student	177
28	29	30			Teacher	184
					PD	6.3

First Day for Students August 19
Last Day for Students June 3

Key

- Probationary Teachers*
- K-8 AM, PM Conferences; 9-12 Full Day
- PD - All Day, No Classes
- Students/Teachers AM only
- K-8 Full Day, 9-12 Half Day Students
- Teachers 9-12 Graduation (evening)
- School Business Day**
- No School-Summer Break
- State Count Days
- SAT & Workkeys Testing

Trimesters K-12

August 19 - November 13	59
November 16 - March 5	61
March 8 - June 3	57
TOTAL	177

Summary of Teacher Days

Probationary Teachers	189
Returning Teachers	184

Original Scheduled Student Days

	K-8
Full-Days.	171
1/2 Days	6
TOTAL	177

Original Scheduled Student Days

	9-12
Full-Days.	171
1/2 Days	6
TOTAL	177

* Probationary teachers in years 1-3 will participate in a PD program coordinated by the district instructional department, equivalent to 30 additional hours per year.

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

Notes

Student Day:

	Mon	Tue-Fri	Mon	Tue-Fri
	Staff	Staff	Students	Students
Elem	8:20-4:00	7:50-3:30	8:25-2:55	8:25-3:25
MS	7:25-3:05	7:35-3:15	7:40-2:10	7:40-2:40
HS	7:25-3:05	7:25-3:05	7:30-2:05	7:30-2:35

Half Day (End of Tri)

	Staff	Students	PD
Elem	7:50-11:55	8:25-11:50	12:40-4:00
MS	7:25-11:30	7:40-11:00	11:50-3:05
HS	7:25-11:30	7:30-10:55	11:40-3:05

Conferences:

	Staff
Elem	18 hours
MS	18 hours
HS	12 hours, attend graduation

Early Release PD Days

	Staff	Students	PD
Elem	8:20-4:00	8:25-11:50	12:40-4:00
MS	7:25-3:05	7:40-11:00	11:50-3:05
HS	7:25-3:05	7:30-10:55	11:40-3:05

<p style="text-align: center;">EXHIBIT D LAKEVIEW SCHOOL DISTRICT/LAKEVIEW EDUCATION ASSOCIATION GRIEVANCE FORM</p>
--

Distribution of Form

- 1-Superintendent**
- 2-Principal**
- 3-Association**
- 4-Teacher**

Submit to Principal in Duplicate

Name of Grievant _____ **Date Filed** _____

Building _____ **Assignment** _____

LEVEL ONE

A. Discussion with building principal on _____ resulted in no resolution.

B. Article, section and subsection of master agreement _____

C. Date Cause of Grievance Occurred _____

D. Statement of Grievance (facts given rise to grievance). _____

E. Relief requested _____

Signature (Grievant)

Date

E. Disposition by Principal _____

F. Does the principal have the authority to correct issue? ____Y ____N

Signature of Principal **Date**

LEVEL TWO

A. Date Received by Superintendent or Designee _____
B. Disposition of Superintendent or Designee _____

Signature **Date**

C. Position of Grievant and/or Association _____

Signature **Date**

LEVEL THREE

A. Date Submitted to Michigan Employment Relations Commission (Arbitration) _____

B. Disposition of Grievance _____

C. Date of Mediation _____

Signature of Grievant/PEA **Date**

D. Date Received by Board of Education or Designee _____

B. Disposition of Board _____

Signature **Date**

C. Position of Grievant and/or Association _____

Signature **Date**

**NOTE: All Provisions of the current Master Agreement MUST
BE STRICTLY OBSERVED IN THE SETTLEMENT OF
GRIEVANCES.**