

A G R E E M E N T

between

LakeVille Community Schools

and

LakeVille Education Association

2017-2019

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WITNESSETH

1. **WHEREAS**, *the Board and the Association recognize the importance of schools as agencies for the preservation and extension of our democracy, and*
2. **WHEREAS**, *the parties to the Agreement have a common goal of providing a quality education for all children; and*
3. **WHEREAS**, *the Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils; and*
4. **WHEREAS**, *the Board and the Association are mutually committed to the human rights and dignities of all, and to policies and programs of racial integration and desegregation as being necessary to good education, good management, and good government; and*
5. **WHEREAS**, *it is the mutual responsibility of all members of the LakeVille School System to insure that good order and discipline are maintained throughout the System and that the classroom teacher is fully supported in all reasonable measures taken by him to maintain and effectuate good order and discipline in his/her classroom; and*
6. **WHEREAS**, *the success of the LakeVille educational program is mutually dependent upon the knowledge, skill and creative ability of teachers, and the effective administration of the supporting services; and*
7. **WHEREAS**, *the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and*
8. **WHEREAS**, *to obtain this goal, it is imperative that there be understanding and cooperation between the teachers in the classroom and the Board, which is responsible for the operation of the school system; and*
9. **WHEREAS**, *the parties of this Agreement believe that the best interests of public education will be served by establishing procedures to negotiate with teacher representatives pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to hours, wages, terms, conditions of employment and on matters of common concern and to provide orderly channels for appeals should any differences not be resolved; and*
10. **WHEREAS**, *the Association has been duly selected by a majority of teachers as the exclusive representative of teachers for the purposes of dealing with the Board on matters of teacher concern; and*
11. **WHEREAS**; *the masculine pronoun is used throughout this contract in the generic sense and refers to both feminine and masculine antecedents; and*
12. **WHEREAS**, *the parties desire to incorporate such agreements into a formal contract, and believe that such action is in the best interests of the school system and teachers;*

THEREFORE, *in consideration of the following and mutual covenants, it is hereby agreed as follows:*

LAKEVILLE BOARD OF EDUCATION
AND
LAKEVILLE EDUCATION ASSOCIATION AGREEMENT

This Agreement entered June 29, 2017, by and between the Board of Education of Lakeville School District of Otisville, Michigan, hereinafter called the "Board", and Lakeville Education Association, hereinafter called the "Association".

ARTICLE 1 - RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Act of 1965, for all certified, state certified, or state approved professional personnel, hereinafter known as "teacher", who require such certification or approval for the position. Any employee whose duties are directly associated with the delivery of special education or related services to schools in the District, who is not expressly excluded from the Agreement because of his/her administrative responsibilities, shall be considered a member of the Bargaining Unit. Registered nurses, employed by the school, shall be considered a member of the Bargaining Unit. Day-to-day substitute teachers are not to be considered as members of the Bargaining Unit. Certified teachers employed under a written or an oral contract, who are scheduled to report to work each scheduled day during the school year, and are assigned substitute teaching duties (permanent substitute teachers), shall be considered members of the Bargaining Unit.
- 1.2 The Board agrees not to negotiate, during the term of the Agreement, with any teachers' organization other than that designated as the representative, pursuant to Act 379 of the Michigan Public Acts of 1965.
- 1.3 This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. No past practice shall be recognized unless committed to writing and incorporated into this agreement or in a Memorandum of Understanding.
- 1.4 In the event consolidation or annexation with other school districts is considered, the Board will make every effort to protect the job rights of teachers and will involve Association representatives in discussions concerning annexation or consolidation.

ARTICLE 2 - BOARD RIGHTS AND RESPONSIBILITIES

- 2.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, except by the specific and express terms of this agreement, 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 of the United States, including but without limiting, the generality of the foregoing, the right:

To the executive management and administrative control of the school system including but not limited to facility usage, curriculum and instruction and all related matters such as professional staff assignments and responsibilities in accordance with all legal requirements. The Board and/or its designee shall be the sole judge of qualifications based upon the Highly-Qualified Criteria.

ARTICLE 3 - ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

3.1 Association Rights

- A. The Association and its agents shall have the rights, subject to the scheduling of the building principal, and providing the Association assumes all expenses incidental to such use, such as supplies consumed and long distance telephone calls, to use school building facilities before or after regular class hours for meetings, but, not conduct full staff Association meetings during lunch time. Association days shall not be granted to picket Lakeville School District or any other district.
- B. The Association shall have a maximum of twenty (20) days of released time without loss of pay for officers, delegates, committee chairmen, and/or members to take part in business, which pertains to the Association. The Association will provide at least five (5) days prior notification, and no request from an individual, excluding the President or a member serving in a State or National Association leadership role, shall exceed five (5) days per school year. The Association shall pay for the cost of substitutes needed to provide this released time.
- C. Bulletin boards and other established media of communication shall be made available to the Association and all bargaining unit members.
- D. On or about August 1st of each year the Board of Education shall provide the Bargaining Unit President with the following information on each member of the bargaining unit: name, address, marital status, number of dependents, employment status (active, layoff or leave), salary and other monetary compensations, health care program (SS,TP, FF), highest academic degree, salary lane, building, grade level, subject assignment, certification, endorsements and/or license required by the State of Michigan.

On or about February 1st of each school year, any known changes to the information above shall be provided to the Bargaining Unit President.

This information shall be in the form established by the Board of Education. The Board of Education will not do any research for the Bargaining Unit.
- E. The District will make every effort to notify the affected teachers and the Association before any information, not included in Board Policy 8310, is released to a party making a Freedom of Information Act (FOIA) request.

F. Before a school is proposed to be identified as failing to make adequate yearly progress, for school improvement or for corrective action, the District will provide the Association opportunity to review school-level data, including academic assessment data on which the proposal identification is based. If the Association believes the proposed identification is in error for statistical or other substantive reason, the Association may provide supporting evidence to the District. That evidence shall be considered before making a final determination.

3.2 Teacher Rights

A. The private and personal life of any teacher is not within the appropriate concern or attention of the Board or its designee, as long as it does not violate Board policy or adversely impact the learning environment.

B. 1. Each teacher shall have the right, upon request and by appointment, to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher for such review. A Board representative may be present at such review. The official personnel file shall be maintained at the Superintendent's office and teachers shall have the rights to a copy of any materials included in such file.

2. Commendatory, payroll and certification materials shall be exempt from exclusion in this section of the Master Agreement.

3. The teacher shall be provided with a signed copy of all materials not related to payroll and certification that are to be placed in the personnel file.

4. A teacher may submit a written request to the Superintendent to remove materials related to formal disciplinary action or adverse evaluations after an extended period of time. Said materials may be removed if the Superintendent deems retention of such records as unjust.

C. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises, as long as it does not violate Board policy.

ARTICLE 4 - PROFESSIONAL NEGOTIATIONS

4.1 Procedure

A. Not later than April 1st of the calendar year in which this Agreement expires, the Board or its designee agrees to negotiate with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiation will include, but not be limited to, the subjects covered by this Agreement

and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board or its designee and the Association.

- B. During negotiations, the Board or its designee and the Association will present relevant data, exchange points of view and make proposals and counter proposals. The Board or its designee agrees to furnish to the Association, in response to reasonable requests, available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits, names, addresses, seniority and experience credit of all bargaining unit members, compensation paid thereto and education background, budgetary information and allocations, census and membership data, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of bargaining unit members. Either party may, if so desired, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 4.2 This Agreement incorporates the entire understanding of the parties on all issues which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 4.3 This Agreement may not be modified in whole or in part by the parties, except by an instrument in writing, duly executed by both parties.
- 4.4 There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the Board and one (1) by the Association. The Board or its designee shall provide the Association with access to a district printer to print contracts for its members.

ARTICLE 5 - PROTECTION OF TEACHERS

- 5.1 Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board or its designee recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline during instances where students of the LakeVille Schools may be supervised by a teacher of the LakeVille Schools.
- 5.2 The Administration shall distribute rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students to all students and teachers, as well as publish such rules and regulations at the commencement of each school year.
- 5.3 Any case of assault concerning a teacher in connection with the performance of his/her duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect

to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities as long as the teacher was conducting himself/herself according to the rules and policies of the Board of Education and state and federal law.

- 5.4 Legal fees incurred by the Board and/or time lost by a teacher while employed by the Board in connection with any incident mentioned in Section 5.3 shall not be charged against the teacher unless proven guilty of knowingly and willfully acting in an illegal manner by a court of competent jurisdiction as long as the teacher was conducting himself/herself according to the rules and policies of the Board of Education and state and federal law.
- 5.5 A teacher shall be entitled to have present association representation.
- 5.6 Any complaint made against a teacher by any parent, student, or other person, will be promptly called to the attention of the teacher. Every effort will be made to inform the teacher within 24 hours as to the nature of the complaint.
- 5.7 It is recognized that the factors of frequent changes of assignment outside the teacher's area or preparation, large numbers of students identified as having learning or behavioral problems (as identified by behavioral or psychological tests, anecdotal records and/or observations of teachers, administrators, and other school personnel), large classes, or poorly equipped teacher environments may affect the teaching/learning process. The Board or its designee shall endeavor to control these factors within its scheduling, staffing, and financial limitations.

ARTICLE 6 - TEACHING LOADS AND ASSIGNMENTS

- 6.1 Teacher assignments will be according to Board Policy. Notification to teachers will be in compliance with Board Policy.
- 6.2 Teachers new to the LakeVille School District may be required, at no extra compensation, to report to work one (1) day prior to the reporting date for returning teachers for the purpose of orientation.
- 6.3 Teachers will be free from student supervision during times designated for record keeping and during parent teacher conferences. Teachers shall be required to participate in parent/teacher conference, open house/back-to school nights/orientation with no additional compensatory time as per the negotiated calendar. Teachers with conflicting commitments may at the discretion of the building administrator arrange for alternative time.
- 6.4 It is hereby agreed that counselors, librarians, cooperative and vocational coordinators may be required to begin their work year before the school year starts and work after the school year ends. When mutually agreed to by the teachers, building administrator, and approved by the Superintendent, all additional days will be paid at the rate specified in Article 13.1C.2.

- 6.5 The Administrator(s) of each building may, at the beginning of each school year, designate head teachers who shall be authorized to act for the Administration when such administrator is unavoidably absent from the building and unable to act, should the immediate need arise. The teacher must provide, in writing, his/her acceptance of the appointment. The name of the head teacher(s) and his/her duties shall be provided, in writing, to the staff. If the teacher(s) liability insurance will not cover him/ her acting in an administrative capacity, the Board or its designee shall obtain insurance coverage specifically covering the teacher acting in an administrative capacity during the absence of the administrator. Head teachers shall be compensated as set forth in Schedule B. The administrator will provide, where possible, reasonable advance notification of absence. Head teacher(s) may not evaluate or discipline teachers.
- 6.6 The parties agree to discuss the GenNET Classroom before the implementations of any classes are offered through the district. The topics of discussion will be (and not limited to) class load, teaching load, preparation time, time concerns (coordination of), training and travel to their districts.

ARTICLE 7 - TEACHING DAY AND HOURS

7.1 The Elementary and Secondary hours will be:

A. Elementary Teachers

1. Reporting time: ALL teachers will report fifteen (15) minutes prior to the start of class as previously agreed. Ten minutes before the start of class will be primarily supervision time. It is understood that not all teachers may be available on any given day because of other professional responsibilities. However, rooms must be available to students with teacher supervision in the general area when necessary.
2. Departure Time: Teachers will remain on duty until ten (10) minutes after students depart.
3. Work Year and Work Week: The teacher's work year is 185 days, as reflected in the negotiated calendar. The teacher's work week will reflect at least the state mandated student hours. The parties will bargain aspects of calendar not mandated by law.
4. Preparation Time: Teachers shall have 3 hours and 45 minutes' prep time weekly in a normal week.
5. Lunch Time: Teachers shall have a thirty (30) minute, duty-free lunch.
6. Recess Time: Teachers shall have one fifteen (15) minute, duty-free recess daily.

B. Secondary Teaching Day

1. Reporting Time: Teachers are to be on duty fifteen (15) minutes before the start of class. It is understood that not all teachers may be available on any given day because of other professional responsibilities. However, rooms must be available to students with teacher supervision in the general area when necessary.
 2. Departure Time: Teachers will remain on duty until the (10) minutes after students depart.
 3. Work Year and Work Week: The teacher's work year is 185 days, as reflected in the negotiated calendar. The teacher's work week will reflect at least the state mandated student hours. The parties will bargain aspects of calendar not mandated by law.
 4. Preparation Time and Load: Teachers shall have the equivalent of five unassigned preparation periods per week, equivalent to normal student instructional periods and shall have a normal instructional load of 25 periods a week.
 5. Lunch Time: Secondary teachers shall have a duty-free, uninterrupted lunch period equivalent to student lunch periods.
- 7.2 The building principal shall have the right to require a teacher to perform additional services. In that event, said teacher will be compensated at his/her established, professional, hourly rate. The professional hourly rate of any teacher shall be determined by dividing his/her base salary as set forth in Schedule A, by 1,488 hours.
- 7.3 Adjustments in teaching days and/or hours above state mandated minimums may be bargained by the parties.
- 7.4 Hours of kindergarten shall be fixed by the principal and, in no event, shall be longer than the other elementary teachers' hours.
- 7.5 When teachers are required to travel between buildings, time allowed for travel shall be considered as teaching or supervising time. Teachers who are required to travel between buildings as part of their regular schedule shall be expected to assume supervisory responsibilities to the same degree as all other teachers. Mileage at the current IRS rate will be paid to teachers required to travel between buildings.
- 7.6 Full staff meetings should not exceed forty-five (45) minutes per week and scheduled at the beginning of the school year. It is recognized that any meeting important enough to be called is important for all teachers of the building, and every care should be taken by all teachers to attend. Due respect for the value of teacher planning time shall always be taken. The principal will take precaution to schedule meetings at appropriate times, taking into consideration scheduled after school events. Staff with scheduled student activities immediately after school will be exempt from staff meetings for the duration of their season.
- 7.7 Forty-eight (48) hours' notice will be given for non-emergency staff meetings.

ARTICLE 8 - TEACHING CONDITIONS

8.1 Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that they will work to maintain the class sizes outlined below. Class loads shall not exceed the stated maximums. In extreme emergencies, the stated maximums may be exceeded by mutual consent of the Board representative, an Association representative, and input of the teacher involved. The overload count day will be the 11th day of each marking period.

A.

Class Size/Class or Grade	Targeted Class Size	Suggested Maximum
K-1 st	22	25
2 nd	25	26
3 rd	25	28
4 th -5 th	25	30
All General Ed Classes 6 th -12 th	30	32
Secondary PE	30	50
Special Education	Legal Compliance w/o a waiver	

1. If the maximum class size is exceeded in grades Young Fives through fifth grade, the teacher will be compensated \$6.00 per student per day over the stated maximum.
2. Alternative patterns of organizing elementary classes may be explored and implemented during the life of the contract by mutual agreement of the Board of Education and the Association, with input from the teacher(s) involved.
3. At the beginning of each school year, should a special education teacher's caseload exceed the mandated state maximum, all options to reduce overloads will be explored at the beginning of the school year. On each of the four (4) student count days used to determine regular education overloads during the school year, should a special education teacher's caseload exceed the state mandated maximum, the special education teacher will be compensated \$6.00 per student per day over the stated maximum.

B. Grades six, seven and eight:

Maximum class size (except band and choir)32 pupils
 Maximum per day (except band and choir)160 pupils
 Physical Education (maximum class size).....50 pupils
 Physical Education (maximum per day).....240 pupils

If the maximum class size is exceeded in grades 6-12, the teacher will be paid \$2 per class hour, per student during the time period the condition exists. If the maximum student load per day is exceeded, the teacher will be paid \$2 per student, per day during the time period the condition exists. At no time shall the teacher be paid twice for the same student. (Number of overload students determined on count days will be paid for that entire marking period.)

C. High School Class Loads:

Maximum Class Size (except band and choir)	32 pupils
Maximum Per Day (except band and choir)	160 pupils
Chemistry Maximum Class Size.....	28 pupils
Woods Maximum Class Size	26 pupils

Teachers of the above classes may request, because of safety or other reasons, a re-evaluation of students so placed under Article 13 of this Agreement. Such requests will be expedited by the Administration.

Block programs and other state or federal reimbursed programs: The class size in subsidized vocational programs shall not exceed the number of students the facility is qualified to accommodate for reimbursement purposes in each program with equipment and room size to accommodate the number of students assigned. Aides will be provided in accordance with state administrative regulations. When any special facility is used for other than its designed or intended purpose, the number of students assigned to the room will be mutually agreed to by the Lakeville Education Association and the Lakeville Board of Education or its designee.

Physical Education

Maximum Class Size	50 pupils
Maximum Per Day.....	240 pupils

- D. The above stated class sizes and supportive personnel shall be adhered to unless factors out of the Board's control, (such as loss of State Aid through executive orders of the Governor, or legislative action or loss of pupils) cause an unexpected loss of revenue after the onset of the fiscal year. In such cases, the Board or assigned designee and the Association agree to meet for the purposes of mutually exploring alterations in class size and other possible alternative solutions. Implementation of any proposed changes must be agreed to by the Association and the Board or its designee.
- E. New or existing class sizes not spelled out in the contract shall have their class sizes discussed and mutually agreed to by the Board and the Association.
- F. Special education students will be equitably distributed across classes, except for classes designed specifically for special need students (*i.e.*, IIS Science, etc.) according to current

- law. Any exceptions to this must be agreed to by the special education and the regular education staff involved.
- 8.2 The Board also agrees that all teaching stations shall be maintained in such manner as to promote the health, safety, comfort and efficiency of the student and teacher, in accordance with State Regulations and Statutes such as, but not limited to, Department of Health Regulations for public school, Michigan Administrative Code, and General School Laws.
 - 8.3 Teachers will assist with the collection but shall not be required nor expected to keep records or account for the collection of monies from students for lunches, milk, athletic participation fees, student pictures, nor charity drivers.
 - 8.4 Under no conditions shall a member of the bargaining unit be required to drive students in a personal vehicle or on a school bus.
 - 8.5 The Board or its designee shall make available in each school, adequate restroom and lavatory facilities exclusively for employee use.
 - 8.6 Every reasonable active effort shall be made to provide private telephone facilities in all buildings for reasonable use by teachers.
 - 8.7 Adequate parking facilities shall be made available to teachers and maintained at all times.
 - 8.8 The duties of any teacher, or the responsibilities of any position in the bargaining unit will not be substantially altered, increased, or transferred other than on a short-term, temporary basis to a person not a member of the bargaining unit without prior agreement with the Association. However, if it becomes necessary, during the term of this Agreement, for the Board or its designee to assign an administrator to not more than half-time regular teaching responsibilities, such administrator(s) shall be exempt from this provision. The creation of such position shall not cause a reduction of teaching personnel in that building.
 - 8.9 Each school will elect teachers to serve on a committee to make suggestions and engage in discussions relative to the solution of school building problems, school building curriculum development, school building student discipline, school building community relations and parent involvement in school building affairs and organizations. The responsibility of this committee will be to assist the principal in these matters.
 - 8.10
 - A. In the event scheduled days of instruction are not held and said days need to be rescheduled, all teachers shall be required to work these scheduled days without additional compensation. Scheduled days missed not required to be made up, for which the district receives state aid, will not be made up and teachers shall not lose any compensation.
 - B. If the school district requires teachers to report to work and the day is disallowed for State Aid; teachers will be paid for the day at their daily rate.

- C. When all or part of the school sessions for students in a building, but not the entire school operation, is canceled, teachers in that building shall not be expected to work.
- D. In the event P.A. 239, section 101(3) of 1984 is repealed, then upon repeal of said Act, when schools are closed to students due to severe inclement weather or an Act of God, teachers shall not be required to report for duty.
- E. When school is canceled, a person off on leave will be charged with a sick day, if available.
- F. The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event that they are unable to agree, days will be added on the end of the school calendar as set forth in Schedule C.

8.11 Emergency Closing of Schools

1. Reasons for Closing:

An occurrence of one of the following conditions will normally result in the closing of the school:

- Snow, ice or mud on roads which make it impossible for buses to operate safely and efficiently
- Electrical power failure
- Mechanical breakdowns such as heating plant failures

2. Procedure for Closing:

The decision to close schools will be made as early as possible in light of the conditions. Students and parents will be notified of school closing through radio or television stations serving Lakeville listening area. Each building will develop a fan-out system whereby each employee can be notified of a school closing.

ARTICLE 9 - PERSONNEL REDUCTION AND RECALL

9.1 Seniority List:

- A. Definition of Seniority: Seniority, for all purposes under this Agreement, shall be defined as continuous, uninterrupted service measured from the first working day under contract with the District. First and foremost, seniority is accrued by the title of "teacher" and is the total district-wide status of a teacher denoting the greatest length of service in the school system. There is no seniority accrued specifically by grade level title, by department position, or by building: for example, "fourth grade teacher", "English teacher", or "Otisville teacher".

1. All teaching for seniority purposes shall be under a Teacher Contract of Employment.
2. Teachers promoted to administrative positions in the LakeVille Community School District shall receive no more than one (1) years of teaching seniority that is granted to others who take voluntary leaves.
3. A one (1) semester, full-time teacher shall accrue one (1) year seniority. A one-half (1/2) day teacher working all year shall accrue one (1) year seniority. A teacher employed less than one-half (1/2) a day or full-time for less than one (1) semester shall receive one-half (1/2) year credit for seniority purposes.

B. Annual Seniority Procedure:

1. A seniority list prepared by the Board and verified by the Association shall be published and posted in all buildings by November 15th of each school year. The list shall include: years of continuous LakeVille service, adjusted first work day under Teacher Contract of Employment, certification endorsements, and current assignment of all teachers, including those on any leaves of absence.
 - a. If two (2) or more teachers have an identical period of continuous service, then they shall be listed in order of the adjusted first work date under Teacher Contract of Employment.
 - b. If equality still exists, then seniority will be determined by a lottery to be conducted by the Association. Lotteries will be held twice a year if necessary. The first lottery will be held by November 1. The second lottery will be held by March 1 for any teacher hired after the previous challenge period. The relative place of such persons on the seniority list with respect to breaking a tie will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of a drawing including the date, place and time, will be provided in writing to the Association and all affected teachers one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The president of the Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing. Within two (2) weeks of breaking a tie, a revised copy of the seniority list and all subsequent updates shall be provided to the Association. Errors, omissions, additions and/or deletions in or to the list as revised will be noted and made as required to conform to this Agreement at the request of any bargaining unit member on written notice to the Association or at the request of the Association on notice to affected members.

2. A teacher may challenge the seniority list resulting from the November 1st lottery from November 15th to November 30th. A teacher may challenge the seniority list resulting from the March 1st lottery from March 15th to March 30th. The challenge shall be made in writing to the Association president.
 3. A seniority committee will consist of two (2) negotiators, an Association officer, and the Superintendent. The Seniority Committee will meet to address the challenges. The decision of the Seniority Committee will be written and given to the challenger within three weeks. Seniority Committee decisions may be appealed to the Association Board of Directors meeting immediately following challenge period.
 4. Teachers may only challenge their seniority list placement or other information on the seniority list if a change in status has occurred.
- C. Seniority will accrue up to 2 years for an extended medical leave. Involuntary leaves (layoff) seniority will accrue up to the amount of years of service in the district. All other leave, except administrator leaves would accrue one year of seniority.
- D. A revised seniority list shall be provided to the Association President no later than February 1st and May 1st.

ARTICLE 10 - PROFESSIONAL GRIEVANCE PROCEDURE

10.1 A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement. The Association and the grievant agree not to process a grievance in which the same issue has been or is being processed in any other forum such as MERC or court.

10.2 Grievances shall be presented and adjusted in accordance with the following procedures:

Informal Step

- A. The complaint must first be discussed with the principal by the teacher individually, and/or the Association representative, if requested, with the objective of resolving the matter informally. It is understood that either party may terminate the informal step.

Level I - (Principal or Immediate Supervisor)

- A. In the event the complaint is not resolved informally, the complaint, stated in writing, may be submitted as a grievance to the principal of the school in which the grievance arises. Such grievance must be submitted within fifteen (15) school days of the event complained of or from the date the Grievant had actual knowledge of such occurrence. This time period shall be extended by the period of time spent in informal discussion-

- B. Within five (5) school days of the date of receipt of the grievance, the principal shall hold a grievance conference of the matter. The principal, the Grievant and/or an Association representative, if requested, shall be present at the grievance conference. The conference shall provide opportunity for the Grievant to present written or verbal positions on the issue and to present any supporting data or documents. There may be a written record of the conference and it may be submitted as part of the written response that is required in the following section.
- C. Within five (5) school days of the date of the grievance conference, the principal shall provide the Grievant (1 copy) and the Association (2 copies) of the written response. The response shall include a summary of the conference along with the decision and supporting reasons of the principal.

Level 2 - (Superintendent or Designee)

- A. Within ten (10) school days of the date of receipt of the written response of the principal, the Association may appeal the decision of the principal. Such appeal shall be made to the Superintendent or to any designee of the Superintendent, upon whom he has conferred authority to act in his/her behalf. The appeal shall be in writing and shall be accompanied by a copy of the decision of the principal.
- B. Within ten (10) school days of the date of receipt of the appeal, the Superintendent or his designee shall hold a grievance conference on the matter. The conference shall include the Superintendent or his/her designee, the Grievant and/or the Association representatives, if requested, and any appropriate witnesses. The conference shall provide opportunity for the presentation of written or verbal positions on the issue as well as the presentation of witnesses or any supporting data or documentation. There may be a written record of the conference and it may be submitted as part of the written response of the Superintendent or his/her designee, along with the decision. At least one (1) school day prior to the date of the conference, the Grievant and/or the Association shall submit to the Superintendent or his/her designee, a written statement including reasons for dissatisfaction with the decision made at Level 1. Within ten (10) school days of the date of the grievance conference, the Superintendent or his/her designee, shall provide the Grievant (1 copy) and the Association (2 copies) of the written response. The response shall include a summary of the conference along with the decision and supporting reasons of the Superintendent or his/her designee.

Level 3 - (Arbitration)

- A. If the Association is dissatisfied with the Superintendent, the Association may, within thirty (30) school days, submit any grievance under this Agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association. If the Association fails to file for binding arbitration within thirty (30) school days, then the grievance will be final based on the Superintendent's response.

- B. The costs of the services of the arbitrator, including *per diem* expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.
 - C. The arbitrator so selected, will confer with representatives of the Board and the Association committee, and hold hearings promptly and will issue his/her decision not later than twenty (20) school days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law, or which is violative of the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator. Either party may appeal this decision to a competent court of jurisdiction. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed.
- 10.3 A. In all steps of the grievance procedure, except in the arbitration step, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.
- B. No teacher, at any stage of the grievance procedure, will be required to meet with any administrator without an Association representative, if requested.
- 10.4 A. If a grievance arises from the action of authority higher than the principal of a school, then the Association may present such a grievance at Level 2 of the grievance procedure.
- B. If a grievance is of such a nature as to require immediate action, then the person designated by the Association may appeal immediately to the office or person empowered to act, and said office or person will resolve the matter jointly with the Association representative. If the matter is not satisfactorily resolved, then it may be appealed through the grievance procedure beginning with Level 2.
- 10.5 A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, shall automatically have lodged an appeal at the next step of this procedure.
- B. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement, in writing. During summer months, the term "school days" shall mean week days (excluding Saturday and Sunday).
- 10.6 The Grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

- A. If a mutually scheduled arbitration case is postponed with less than one (1) weeks' notice to the other party and the arbitrator, the party requesting the postponement will pay any and all arbitrator charges caused by the postponement.
- B. The Association shall give the Superintendent five (5) business days' advance notice, in writing, of the names of the employees it needs to be excused from work to attend the arbitration hearing. The Superintendent shall supply the Association with the District's list of witnesses within five (5) business days of the arbitration hearing.
- C. The arbitrator shall have no power to change or establish any salary or salary schedule.

ARTICLE 11 - CONTINUITY OF OPERATIONS

- 11.1 The Association and the Board, or its designee, subscribe to the principle that differences regarding interpretation of this Master Agreement shall be resolved by peaceful and appropriate means, without interruption of the school system. The Association and its agents, therefore, agree that they shall not authorize, instigate, cause, aid, encourage, ratify, or condone a teacher strike, slowdown or stoppage of work, a boycott, picket, or any other interruption of activities by teachers in the Lakeville School system, to enforce the terms of this Agreement.
- 11.2 The Board, or its designee, and the Association also agree that they will not, during the period of this Agreement, engage in any unfair labor practice against one another.

ARTICLE 12 - ABSENCE AND LEAVE POLICIES

12.1 Paid Leaves

- A. Notification of Absence: Teachers who are unable to report for duty must contact the Substitute Service at least one (1) hour prior to their reporting time. Failure to follow this procedure may result in disciplinary action.
- B. Sick Days: Twelve (12) days per year, without loss of pay, cumulative to a maximum of ninety (90) days, will be allowed when confined at home or hospital, as a result of an accident, sickness or emergency absence, because of death, or critical illness of a member of the immediate family. This time will be allowed for childbirth or days when members of the immediate family have surgery. After the third consecutive day of absence, the Administration may require a doctor's statement confirming illness or disability. Anyone absent the day before and/or the day after a holiday, recess period, PD day, or first and last day of semester may be required to provide a medical provider excuse in order to be paid sick day pay.

Teachers who have completed their contractual year and have accumulated over seventy-eight (78) sick/personal days shall receive compensation for those excess days \$50 per day to be paid by June 30th of that contractual year, unless they are retiring, in which case the provisions of Article 13.4 – Settlement for Sick Days at Retirement apply.

C. Family Medical Leave Act (FMLA):

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993. To be eligible for leave under the Act, an employee must have been employed for at least 12 months and must have worked for at least 1250 hours during the previous 12-month period. To the extent required by law, an eligible employee is entitled to a total of 12 work weeks of leave during any twelve-month period (measured back from the last use of FMLA leave) for one or more of the following:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

Said leave shall be unpaid following utilization of all sick leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not exceed the maximum 12 work week duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

Employee return from leave taken under the Act will be assigned to an equivalent position if required by the Act and as governed by relevant contract provision.

Employee must give a three day notice to use FMLA, when possible.

The forms for the FMLA will be those utilized by the U.S. Department of Labor. (Website: <http://www.dol.gov/library/forms/go-search-dol-forms.asp>)

D. Personal Affairs Days:

1. Five (5) of the twelve (12) sick days may be used each year for personal affairs which cannot be attended to any other time except on a given or regular school day. Where possible, three (3) days prior notification shall be given to the Administration. Upon the recommendation of the building principal and approval by the Superintendent or his/her designee, these days may be granted on a first come, first served basis, with a system-wide limit of 10% on any given day. The teacher denied his/her personal affairs day because of limit will be given preference on the next occurrence. Such days, if not used, shall be accumulated up to a maximum of five (5) personal days.
2. In situations occurring, over which the teacher has no control, that requires a teacher to be absent and make prior notification impossible, these days will be considered valid without prior notification, provided the teacher notifies the Superintendent's office of such circumstances when returning to duty. Examples: accidents, sudden illness of immediate family.

E. Funeral Days: A teacher shall be granted up to two (2) days off without loss of pay or sick/personal time for a death in the teacher's immediate family. Three (3) additional days may be granted at the discretion of the building administrator without loss of pay or sick/personal time. Three (3) additional days will be granted to be deducted from sick or personal leave. Such days shall be consecutive, including Saturdays, Sundays, and days of school recess provided that payment shall not be made for any day the teacher would not have regularly worked. Immediate family shall mean: spouse, father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, children, step-children, grandchildren, grandparent, aunt, uncle, niece, nephew or others residing with the teacher, related, but being a legal dependent of the teacher. Time off under this section shall be charged to sick days. It shall be a condition of such days that the teacher attend the funeral, or provide reasonable explanation for non-attendance. It is recognized that certain relationship of family not set forth above, may, due to individual and personal consideration, justify granting of such days. Further, it is recognized that in certain cases, extension of time off without pay would be necessary to attend to matters arising out of such death. Each of the above two situations shall be subject to specific application and determination by the Board or its designee.

F. Central Sick Bank: A Sick Bank shall remain in effect during the term of this Agreement. Each new bargaining unit member shall be assessed two (2) sick days at the beginning of the school year. In the event the Bank falls below fifty (50) days, each teacher shall be assessed one (1) sick day unless they have only one sick day accredited to them. In the event a member is not assessed, the member will be assessed the following school year (equivalent to number of days assessed on an annual basis). All persons becoming staff members after the start of the school year shall be assessed one (1) sick day for the Bank and thereafter treated as outlined in the previous sentence. The Sick Bank shall be administered by a committee of three

(3) teachers appointed by the Association and three (3) representatives appointed by the Board of Education. In the event of a Sick Bank Committee deadlock, individual members may donate their own sick days to the member requesting Sick Bank. Applications for use of Sick Bank days must be approved by a majority vote of the Sick Bank board members. Eligibility shall be upon exhaustion of credited sick days. Use of Sick Bank days only will be allowed for the purposes specified in 16.4B. Any teacher that has used the Sick Bank for three (3) consecutive years will have a two (2) day waiting period for each requested use of the Sick Bank for the fourth year. Any teacher that has used the Sick Bank for four (4) consecutive years will have a three (3) day waiting period for each requested use of the sick bank for the fifth year. For any illness longer than three (3) days, the three (3) day waiting period will be waived if the teacher is hospitalized. Once a teacher has not used the Sick Bank for one (1) year, the waiting period will not apply. In a given year: Bargaining Unit using the Sick Bank for one day will pay back one day in the following school year; Bargaining Unit using the Sick Bank for two or more days will pay back two days into the Sick Bank the following school year. Bargaining Unit members who finish the year with more than 78 days may choose to donate their days over 78 to the sick bank in lieu of the compensation given.

Procedure:

1. Application shall be made, in writing, by the teacher, to the chairperson of the Sick Bank Board.
 2. Applications will be acted upon within a period of five (5) working days.
 3. Committee actions:
 - a. Approval
 - b. Approval with warning
 - c. Disapproval
 - d. Table for three (3) days with request to applicant for further information.
 - e. Warning prior to application.
 4. Actions of the Sick Bank Board shall not be subject to grievance procedures.
 5. The Board of Education shall be exempt from any legal actions against the Sick Bank Board involving its discretion in granting of sick days.
 6. The Board of Education shall make sick day records of usage and accumulation available to the Sick Bank Board or chairperson upon request.
 7. The Association and member of the Bargaining Unit shall make records of the proceedings of the Sick Bank Board available to the Board of Education upon request.
- G. Jury Days: Teachers required for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance of service, less

any compensation received for such jury service up to a period of sixty (60) days. Teachers subpoenaed by the Board to appear in court for matters relating to school or professional responsibilities shall receive their pay from the Board for such time lost, less any compensation received.

H. Short Term Military Duty: Teachers required to attend periods of military duty during the regular school year shall receive their pay from the Board for such time lost as a result of such duty, less any compensation received from such military service up to a period of ten (10) school days.

12.2 Deductions from Pay for Absences Not Covered by Sick Leave: All teachers are expected to fulfill the terms of their contract. No teacher without approval will be allowed time off at his or her expense except in the case where sick leave has expired. Arbitrarily taking time off will be considered a breach of contract. However, when a teacher desires days off with loss of pay, he/she shall make written application to the personnel office, at least three (3) school days prior to the first day of the request. Such request shall not be arbitrarily denied. When deductions are made for unpaid absence not covered by sick leave, the deduction shall be calculated by dividing the annual salary by the number of days (186).

12.3 Unpaid Leaves

A. Length of Leaves: Leaves of absence may be granted by the Board of Education, upon application, for a period of up to one (1) year. Teachers applying for leave will give a proposed return date. In the event the teacher cannot return to work on the date stated, they will be provided a choice of extending their leave to one of the following periods:

1. The remainder of a semester period.
2. One semester
3. One school year

This leave may be extended for a period of one semester, or one year upon written request of the teacher, on approval of the Board or Board's designee.

B. Return from Leave:

Upon return to duty from an authorized leave, an employee shall be assigned to a substantially equivalent position for which the employee is qualified and certified, if there is a vacancy.

If there is not a vacancy, the employee will be reinstated after all qualified and certified teachers on layoff are recalled.

C. Types of Leaves:

1. Military Leave: A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position of the salary schedule as he would have been had he taught in the district during such period.
2. Sabbatical Leave: The Board of Education may grant two (2) Sabbatical Leaves per year. Teachers who have been employed for at least seven (7) consecutive years in the District qualify for consideration. Teachers must apply for a Sabbatical Leave not later than March 1st of each year. Said leave shall be used for educational study or travel, and the teacher must submit a written plan of study (purpose of leave). Leave can be for one semester or one full year. A teacher who is granted a Sabbatical Leave will not receive his/her salary for that semester or year, but will continue to receive insurance benefits provided in Article 13. A teacher receiving a Sabbatical Leave must agree to teach in the District for one year at the end of the sabbatical. A teacher, upon return from a Sabbatical Leave, shall be placed at the same position on the salary schedule as he/she would have had had he/she taught in the District during such period. An appropriate report shall be given by the teacher upon return from a Sabbatical Leave. If a teacher has had, or is on an already approved unpaid personal leave, requests to convert said leave to a Sabbatical Leave and the Board approves the conversion, then the teacher shall pay any state mandatory retirement benefits.
3. Child Rearing Leaves: Child rearing leaves shall be granted to parents of children for up to one year under the following circumstances:
 - a. Newborn infants
 - b. Crippling or terminal accidents or illnesses
 - c. Newly adopted children
4. Association Office: A leave of absence shall be granted upon application for the purpose of serving as an officer of the Michigan Education Association or the National Education Association. It is agreed that such leaves shall be for a period of one (1) year, and shall be extended for additional years to fulfill the term of office.
5. Public Office: A leave of absence may be granted to any teacher, upon application, for the purpose of campaigning for or serving in, a public office.
6. Unpaid Personal Leaves: Other leaves may be granted under the conditions of this leave policy. Unpaid Personal leaves of absence for non-medical reasons shall not automatically be granted for more than two (2) consecutive years. Requests for such leaves shall be submitted, in writing, to the Superintendent.

12.4 Other Leaves

- A. Involuntary Leaves (Lay-off): The rights and responsibilities of a teacher on involuntary leave are outlined in 12.5A
- B. Voluntary Leaves During Lay-Off: The rights and responsibilities of a teacher on voluntary leave are outlined in 12.5B
- C. Extended Medical Leave: Teachers on extended medical leave are those teachers unable to perform their duties for a period of more than thirty (30) days. Teachers on these leaves may be using sick leave days, sick bank days, L.T.D., or none of the preceding if none are applicable. A teacher shall use his/her individual accumulated sick days to satisfy the waiting period before the employee qualifies for Long-Term-Disability. If the employee does not have a sufficient number of accumulated individual sick days to cover the waiting period, sick bank days may be used to satisfy the waiting period. Any time an employee is eligible to file a claim under Long-Term-Disability, the employee must file and take the Long-Term-Disability benefits if the employee qualifies for benefits. Once the waiting period terminates (*i.e.*, ninety (90) calendar days accumulated within twelve (12) consecutive months) sick bank days shall no longer be used. If the employee is not eligible for Long-Term-Disability benefits after filing this required claim, the employee must apply for an Unpaid Leave of Absence. Teachers on these leaves shall have the same rights and responsibilities as a teacher on in- voluntary leaves (14.4A)
- D. Administrative Leaves: Teachers who are promoted to administrative positions in the LakeVille School District shall be granted leaves of absence for an amount of time to be determined by the Board. The teacher's seniority will be frozen at the beginning of the administrative leave.

ARTICLE 13 - COMPENSATION AND FRINGE BENEFITS

13.1 Compensation

A. Salaries

1. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the period of this Agreement.
2. Teachers' contracts are written for 185 work days. Extended contracts beyond 185 days for summer instruction, including music, vocational subjects, and others, will be computed on the per diem basis.
3. In an emergency when no substitute is available, in the middle and high school teachers, shall be rotated among the teaching staff at the school involved. In an elementary school, Specials teachers and/or an

Administrator will be first used to cover the affected class. However, should a Specials teacher be assigned to two separate buildings or otherwise not be available, and then the students of the affected class will be divided among other classes. In the event no substitute is available after the start of the student school day:

- a. Each elementary teacher whose class misses a Special because of coverage for the absent teacher shall be paid \$30 for each missed Special. In the event students are alternatively divided among other elementary classes, elementary teachers who are reassigned students from the absent teacher's class shall be compensated at the rate of \$150 per day, divided among the teachers receiving the students.
 - b. High school and middle school teachers who are assigned during their preparation periods to cover the assignment of the absent teacher shall be paid at the rate of \$30 for each class period covered.
4. Extra duties pay – see Schedule B
 5. For yearly compensation for sick/personal days in excess of seventy-eight (78), see Article 12.1, Section B.

B. Additional Compensation:

1. Except at the duties required by this Agreement or to fulfill individual contract obligations or Schedule B activities, the teacher shall be paid in addition to his/ her base salary for all times specifically required to be spent after the regular school day.
2. For extra work, the teacher shall be entitled to appropriate additional professional compensation, at his/her established hourly rate. The professional hourly rate of any teacher shall be determined by dividing his/her base salary, as set forth in Schedule A, by 1,488 hours.

C. Pay Periods:

1. All teachers will be paid on a twenty-six-pay basis. Teachers may be paid on the twenty-one (21) pay basis. Request for change must be submitted to the Business office, in writing, no later than the last day of scheduled work in the preceding school year.
2. Teachers who elect to be paid on a twenty-six (26) pay basis will be paid the remainder of their contractual salary on the last pay of the school year (June) if they make this request a minimum of twenty (20) school days prior to the issuance of the 21st paycheck.
3. All payroll checks will be direct deposited into the accounts designated by the employee.

13.2 Insurance Protection:

- A. Medical Insurance: The employer shall pay the maximum annual hard cap amounts towards the total cost of the MESSA Medical plans available to members inclusive of medical premium and “Health Equity” (HEQ) Health Savings Account (HSA) funding described below for each plan year.

MESSA’s medical and deductible plan year is January 1 – December 31.

The annual employer paid amount shall adjust annually at the beginning of each plan year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

Employees who enroll in MESSA ABC plan shall have the annual deductible for their elected plan contributed into their Health Equity HAS (HEQ HAS) ½ on January 1st and ½ on July 1st of each school year. The remainder of the total annual employer Hard Cap contribution shall be paid towards the cost of MESSA medical plan premium. The remaining annual cost for the employee’s elected medical plan premiums shall be paid by the employee.

The parties agree that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased in MESSA ABC Plan 1, deductible as described above will automatically adjust to meet the federal minimum requirement.

Employees who enroll in a Choices medical plan shall have the entire employer Hard Cap contribution paid towards the MESSA medical plan premium.

Open enrollment will take place between November 1st and November 30th each year with an effective date of January 1st. Each employee must select their plan option during open enrollment. The employee selection will be effective for twelve (12) months.

The Board will compute insurance premium costs needed to provide insurance coverage for each employee and the employee’s premium contribution will be payroll deducted, in equal amounts from the employee’s paychecks through a qualified Section 125 Plan and, as such, will not be subject to withholding.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HAS up to the maximum amounts allowed by Federal law.

For the 2017 medical plan year, employees shall have the following MESSA medical plans available in MESSA Paks:

1. MESSA Choices II, \$500/\$1000, \$20/\$25/\$50 OV/UC/ER, Rx Saver
2. MESSA Choices II \$1000/\$2000, \$20/\$25/\$50 OV/UC/ER, Rx Saver
3. MESSA ABC Plan 1, \$1300/\$2600, No copay, ABC Rx Saver

All other non-medical MESSA Pak benefits describe in appendix A & B shall be fully employer paid and provided to all employees in the bargaining unit.

Employees electing the MESSA Pak without a medical plan will receive cash in lieu as follows:

- 1-5 employees each receive \$100 /month
- 6 or more employees receive \$400/month

- B. Liability Insurance: Each teacher is required to furnish, at his/her own expense, public liability and accident coverage in an amount not less than \$100,000 for each incident.
- C. Term of Benefits: All insurance benefits shall be provided for a period from July 1st to June 30th. Bargaining unit members with reasonable assurance of employment in the following academic year will not lose insurances over the summer.
- D. Workers Compensation: Any teacher who is absent because of injury or disease compensable under Michigan Workers Compensation Law, shall receive from the Board, the difference between the allowance under the Workers Compensation law and his/her regular salary for the duration of the illness, with subtraction of sick leave, as pro-rated, for a maximum of two (2) years.
- E. Continuation of Benefits on Leave: The Board will pay fringe benefits for people on leave due to illness or accident for the remainder of the contract year. The employee contribution amount of the insurance premium will remain the responsibility of the employee. Persons on other leaves may elect to pay their own premiums at the group rate. However, the Board will not be responsible for paying medical premiums for those employees who are covered by MESSA Medical and the MESSA Negotiated Disability plans (and who are approved for MESSA Negotiated Disability) for the period of time that MESSA provides coverage to the employee on approved disability.
- F. Additional Fringe Benefit Options: The Board will pay fringe benefits for people on leave due to illness or accident for the remainder of the contract year. The employee contribution amount of the insurance premium will remain the responsibility of the employee. Persons on other leaves may elect to pay their own premiums at the group rate. However, the Board will not be responsible for paying medical premiums for those employees who are covered by MESSA Medical and

the MESSA Negotiated Disability plans (and who are approved for MESSA Negotiated Disability) for the period of time that MESSA provides coverage to the employee on approved disability.

- G. Those teachers who notify the Administration by March 1st of their retirement at the end of the current school year, will if necessary have their health insurance paid through August of that year.

13.3 Other Important Salary Policies;

- A. Placement on the Salary Schedule: All teachers shall be placed on schedule according to their qualifications and experience. However, as outlined in Article 12.3, Section C, pay increments shall be granted for military leaves and sabbatical leaves.

1. In order to be placed on the BA+ schedule, a teacher must have earned a provisional teaching certificate, and eighteen (18) semester hours must be successfully completed after having received his/her provisional teaching certificate. The eighteen (18) hours must be related to the teacher's field of teaching and have the approval of the Superintendent. Proof of successful coursework completion shall be provided to the Board or its designee by the teacher at the earliest possible opportunity after class completion by the teacher. Where transcripts are not provided by the teacher prior to the first day of each semester, salary adjustments will not be made until the transcript has arrived and been verified. Such salary adjustments will be made retroactive to the first day of the semester.
2. Any change in horizontal status on the salary schedule during the course of the school year shall become effective at the beginning of the subsequent semester. Proof of successful coursework completion from an accredited college or university shall be provided to the Board or its designee by the teacher at the earliest possible opportunity after class completion by the teacher. Contractual salary shall be adjusted to conform with the new status. The salary may be pro-rated over the remainder of the twenty-six (26) pays or be paid in one sum.
3. Effective with the signing of this contract, teachers newly hired by the LakeVille School District shall be limited to two (2) years' experience credit on the salary schedule. The Board may grant more experience credit for personnel in critical needs areas where quality candidates are in short supply.

13.4 Settlement for Sick Days at Retirement

Qualification: Qualifications for payment under this plan are as follows:

- A. A teacher must have at least ten (10) years teaching experience in the LakeVille School System.
- B. A teacher wishing to receive the retirement benefit must retire from the LakeVille Community School District.

Payment: Those teachers who meet these requirements shall receive a cash payment for accumulated sick days of ninety (90) days or less at \$85.00 a day.

- 13.5 Part-time Employees Fringe Benefit Package: Less than full-time employees shall have all fringe benefits pro-rated based on the portion of the day worked. This article does not pertain to job sharing.
- 13.6 Tuition Reimbursement: Teachers are encouraged to improve their skills by seeking additional education. The teacher may receive reimbursement for the coursework, provided the Superintendent pre-approves the written request for additional coursework, and further provided that the teacher satisfactorily completes the course by providing written proof to the Superintendent indicating a grade of B or above, 80% or above, or a satisfactory certificate of completion if grading is not part of the course's evaluation method. The Bargaining unit members understand that this provision for reimbursement is subject to discretion by the Superintendent, depending upon the District's educational goals, financial resources, and any other relevant factors.

ARTICLE 14 - DURATION OF AGREEMENT

- 14.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application 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. Contract language shall be changed to comply with the current law.
- 14.2 This Agreement shall be effective as of June 29, 2017, and shall continue in effect until the 30th day of June, 2019.

For the LakeVille Board of Education

Holly Selesky
Name
Kenneth C Burkhardt
Name

6-29-17
Date

For the LakeVille Education Association

[Signature]
Name
[Signature]
Name

06/29/17
Date

SCHEDULE A - SALARY

STEP	B.A.	B.A.+18	M.A.	M.A.+15	M.A.+30
1	35,358	37,833	40,480		
2	37,242	39,875	42,639		
3	39,231	41,973	44,913		
4	41,320	44,213	47,310		
5	43,524	46,574	49,833	52,821	55,989
6	45,843	49,056	52,490	55,638	58,976
7	48,290	51,672	55,288	58,605	62,123
8	50,869	54,428	58,235	61,727	65,433
9	53,578	57,329	61,340	65,023	68,924
10	53,578	57,329	64,612	68,487	72,601

Teachers who have earned a lane advancement and submitted proof of successful coursework completed by June 30, 2017 will receive proper placement on the salary schedule at the beginning of the 17-18 school year. After that, steps, lanes and longevity will be frozen at current levels until November 1, 2017. November 1, 2017, the parties will meet to negotiate compensation and insurance.

At the beginning of the 18-19 school year, ½% will be added to the salaries shown in Schedule A. After that, steps, lanes and longevity will be frozen at current levels until November 1, 2018. November 1, 2018, the parties will meet to negotiate compensation and insurance.

Teachers with at least ELEVEN (11) years teaching experience at LakeVille or beyond shall receive 2% longevity increase based on Step 10 of their pay level.

Note: beginning with the 2005-2006 school year any new increments for longevity eligibility will be based on actual years of continuous service with LakeVille. Any teacher receiving longevity prior to 2005-2006 will continue to receive the longevity.

Teachers with at least NINETEEN (19) years teaching experience at LakeVille or beyond shall receive at 4% longevity increase based on Step 10 of their pay scale.

SCHEDULE B - EXTRA DUTIES PAY

In addition to the basic teacher salary, as provided in the foregoing, there shall be paid the following further sums; provided that such positions are established and authorized during the term of this Agreement:

- A. Compensation for bargaining unit coaches for all athletic activities shall be calculated as a percent of B.A. degree salary listed in Schedule A. The Salary Schedule step should be used for coaches' compensation shall be determined by the number of years coaching experience in that sport.
 - a. Sport shall be defined as a 7-12 coaching position within one sporting activity, (i.e. basketball is a sport).
 - b. Bargaining unit coaches moving position within a sport shall maintain steps of experience.

The dollar amount paid for the 2010-2011 school year for the positions on Schedule B shall establish the maximum amount of money each position will be paid for subsequent school years. If the replacement for a person on Schedule B has less experience than the person he/she is replacing, the replacement will be paid according to his/her experience.

ATHLETIC EVENTS:

HIGH SCHOOL SPORTS

*Athletic Director	13%
Volleyball	8%
Volleyball Assistant	5%
Varsity Basketball	11%
Basketball (Assistant)	7%
Varsity Softball	8%
Softball (Assistant).....	5%
Varsity Track (Head)	8%
Track (Assistant).....	5%
Varsity Tennis	4%
Football (Head)	11%
Football (Assistant)	7%
Baseball (Head)	8%
Baseball (Assistant)	5%
Wrestling (Head)	11%
Wrestling (Assistant)	7%
Varsity Hockey	6%
Hockey (Assistant)	4%
Cross Country (Head)	6%
Golf	6%
Intramural Director	5%
Athletic Trainer - High School	4%

HS Scorer and Timer	\$35.00 per event
Soccer (Head)	6%
Soccer (Assistant)	4%
Fall Varsity Cheerleading Coach	3%
Winter Varsity Cheerleading Coach	5%
Fall Junior Varsity Cheerleading Coach	2%
Winter Junior Varsity Cheerleading Coach	3%
Fall Freshman Cheerleading Coach	2%
Winter Freshman Cheerleading Coach	3%

MIDDLE SCHOOL SPORTS

Middle School Athletic Director.....	9%
7-8 Grade Football (Head)	6%
7-8 Grade Football (Assistant).....	5%
7-8 Grade Basketball (Head)	6%
7-8 Grade Volleyball (Head)	6%
7-8 Grade Track (Head)	6%
7-8 Grade Track (Assistant).....	5%
7-8 Grade Wrestling (Head).....	6%
7-8 Grade Wrestling (Assistant)	5%
MS Scorer and Timer.....	\$20.00 per event
Fall Heavyweight Cheerleading.....	2%
Fall Lightweight Cheerleading	2%
Winter 8 th Grade Cheerleading	3%
Winter 7 th Grade Cheerleading	3%

*These positions will require released time to be mutually arranged with the building principal.

- B. Compensation for the following duties shall be calculated as a percent of the B.A. Degree salary listed in Schedule A. The salary schedule step to be used for any assigned duty compensation shall be determined by the number of years' experience in an assigned duty with the District

STUDENT ACTIVITIES:

Annual Advisor (Middle School Yearbook).....	2%
Newspaper Advisor.....	4%
(If extracurricular)	
Play Director	8%
Debate Coach	3%
Forensics	2%
**High School Band Director	11%
**Middle School Band Director	6%
**Assistant High School Band Director	8%
Summer Band.....	4%

High School Choir Director	11%
Middle School Choir Director	6%
Elementary Music Director.....	1%
Club Sponsors.....	1%-3% (see K below)
Quiz Bowl Coach	11%
Academic Olympics.....	8%
M.S. Trip Coordinator.....	8%
H.S. Student Council	8%
M.S. Student Council.....	2%

CLASS SPONSORS - HIGH SCHOOL:

9 th Grade (One paid per grade)	4%
10 th Grade (One paid per grade)	4%
11 th Grade (One paid per grade)	6%
12 th Grade (One paid per grade)	6%
Annual Advisor (High School Yearbook)	11%

FACULTY EXTRA DUTY ASSIGNMENTS:

Special Education Coordinator	11%
Title One Coordinator	8%
Vocational Coordinator.....	3%
Department Chairpersons (High School) 4 core departments	\$25.00 per section

Head Teachers – One per building. Head Teachers shall receive one and one-half (1.5%) percent of Step 1, BA schedule, each semester. Head Teachers shall receive payment no later than the end of each semester.

PCC STIPEND.....	1%
GenNET Teaching Assignment	2%
Building Web Manager	2%
Building Technology Advisor	2%
Transition Coordinator	2%

Mentor Teacher..... \$25.00 per hour
(Minimum 20 Hours – See L Below)

- C. The Superintendent may approve requests for increases in, or additions to, the Schedule B listing stated herein when desirable, or necessary. Requests for such changes will be presented through building representative and principal. Such changes will be for the current year and re-evaluated for succeeding years.

- D. **High School and Middle School Band Directors: the additional percentage covers normal band activities during the school year, plus up to four (4) parades and time necessary to prepare, as deemed by the Director and approved by the Administration, except they will not be required to have Marching Band the week before school.
- E. Covers normal coaching activities and time necessary to prepare, as deemed by the coaches and approved by the Administration.
- F. Rates of pay will be negotiated for any new position created within extra pay activities during the life of this contract.
- G. All teachers engaged in Schedule B activities compensated at the rate of 3% or more shall be paid as provided below:

Upon assignment, all teachers to be engaged in Schedule B activities shall notify the Personnel Department of their desire for payment of equal pro-ration in each salary check, or lump sum payments will be made.

- H. The Board reserves the right to select the most qualified applicant for Schedule B positions. Persons filling the positions from outside the bargaining unit may not be paid at a rate greater than those specified in Schedule B. Notices of non-renewal will be given within 45 calendar days following the last contest of the season, based upon an evaluation of performance in the position. A non-renewal shall not be arbitrary, capricious, or discriminatory. The non-renewed employee shall have the right of appeal within 10 working days after written notice of non-renewal to the Superintendent of Schools. Members of the bargaining unit who have served in a Schedule B position who have previously been evaluated as unsuccessful and/or non-rehired, will not be automatically considered to be qualified to fill that position in the future.
- I. Teachers in grades seven through twelve who are assigned more than three (3) different preparations of lessons per day shall be paid \$500 per semester for each additional preparation.
- J. Job descriptions within Schedule B will be decided by the activity coordinator and the building supervisor. This will include, but not be limited to, number of students, number of meetings, expectations of the group, etc.
- K. *Percentage rate of the club sponsor position will be determined by the building administrator based upon the proposal. The proposal should include, but not be limited to, number of students, practice time, final product, etc. Proposals are to be submitted to the building principal not later than September 30th of the school year.

L. Mentor Teachers

1. Mentors will be assigned to probationary teachers.
2. Mentorship will not be restricted to members of the bargaining unit.
3. The mentor position will be posted, and the Association members will receive consideration upon submitting a written application to the building principal. Appointment will be for a period of one (1) year.
4. Mentors will have at least five (5) years of teaching experience on the K-12 level, and will in most cases, possess certification in the same area(s) as the probationary teacher.
5. Mentors within the Association bargaining unit will receive reimbursement at the rate of \$25 for each hour of consultation and observation, such hours are to be documented and submitted to the building principal at the end of each month. Reimbursement forms will be turned in during December and May of the school year. It is anticipated that most mentorships will require twenty (20) clock hours of consultation and observation per year. If it is anticipated that reimbursement hours will exceed twenty (20) clock hours, prior approval must be given by the building principal. The mentor shall be in attendance at all IDP meetings.
6. The mentor teacher will receive approved reimbursement from the school district for additional time and training.
7. The building principal will assign mentorship no later than thirty (30) school days from the commencement of the school year.
8. Either the mentor, probationary teacher, or the principal may request a change in mentor assignment at any time during the probationary period.
9. The role of the mentor teacher shall be formative in nature. The mentor shall not participate in the evaluation process. Michigan Department of Education (MDE) Guidelines govern the Mentor Teacher Program for the District.

SCHEDULE C - CALENDAR

2017-2018 District Calendar

8/29/17	½ PD (3 hrs) ½ TWD
8/30/17	TWD
8/31/17	PD (6.5 Hours)
9/4/17	Labor Day (No school)
9/5/17	1 st Day of school (Full day)
9/19/17	11 th day of 1 st MP
10/6/17	½ Day (Homecoming) Safe Schools PD Due ^
10/10/17	Parent Teacher Conferences (HS/Upper EI)
10/12/17	Parent Teacher Conferences (MS/Lower EI)
10/13/17	Parent Teacher Conferences (No school for students)
11/6/17	2 nd MP begins
11/22-24/17	Thanksgiving Break (No School)
11/20/17	11 th day of 2 nd MP
12/22/17	Holiday Break begins (No school)
1/3/18	School Resumes
1/15/18	PD (No school for students)
1/24/18	½ day Exams/ ½ TWD
1/25/18	½ day Exams/ ½ day TWD
1/26/18	TWD (No school for students)
1/29/18	3 rd MP begins
2/12/18	11 th day of 3 rd MP
2/16-19/18	Mid-winter Break (No school for Students)
2/16/18	Professional Development (6.5 Hours)
3/29/18	End of 3 rd MP
3/30/18	No School (Good Friday)
4/2/18	Spring Break Begins(No School)
4/9/18	Classes Resume
4/23/18	11 th day of 4 th MP
5/25-28/18	Memorial Weekend (No school for Students)
5/25/18	Professional Development 3 hours (Morning only)
6/14/18	½ day exams/ ½ TWD
6/15/18	½ day exams/ ½ TWD

Calendar is subject to change if state mandated instructional time changes.

Month	Teacher/Student Contact Days	PD	TWD	Other	Total Teachers
8/17	0	6.5+3.	0.5+1		3
9/17	19	0	0		19
10/17	20	1	4.5	PT Conf	21.^
11/17	19	0	0		19
12/17	15	0	0		15
1/18	17	2	6.5 hours	1+(0.5+0.5)+	21+
2/18	18		6.5	0	18
3/18	21		0	0	21
4/18	16		0	0	16
5/18	21		3.0	0	21
6/18	9	2	0	(0.5+0.5)+	11
Full	Half	175	5	5	185+
Totals		180		(0.5+0.5+0.5+0.5)+	

Date	4:30-7:30pm	4:30-7:30pm
Tuesday 10/10/17	High School	Upper Elementary
Thursday 10/12/17	Middle School	Lower Elementary

Friday 10/13/17	All Buildings	8:30am-11:30am
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^ Teachers can leave when students leave on Homecoming if Safe Schools is complete.

+Already counted in totals.

The District must provide 5 PD days for all teachers each year. Probationary teachers need an additional 15 days over a three year period. **District provided and other professional development can be used to renew your teaching certificate in lieu of graduate classes.**

Beginning with the 2016-2017 school year all districts will be required to provide 180 days of instruction.

APPENDIX A - MESSA-PAK SUMMARY

<u>PAK A:</u>	For Employees electing health insurance
Health	MESSA Choices II \$5,000 Basic Term Life Saver RX In-Network \$500/\$1000 Deductible Out-of-Network \$1000/\$2000 Deductible \$20/\$25/\$50 Office Visit/Urgent Care/Emergency Room
Long Term Disability Benefit	66 2/3 % \$5,000 Monthly Maximum 90 Calendar Days – Modified Fill Maternity Coverage Pre-Existing Condition Waiver Freeze on Offsets Alcohol /Drug – Same as any other illness Mental / Nervous – Same as any other illness Two Year Own Occupation
Negotiated Life	\$30,000 with AD&D
Vision – Plan Year July 1-June 30	VSP-2 Silver
Dental – Plan Year July 1-June 30	75%/75%/60% \$1,500 75% \$1500 Ortho Maximum
<u>PAK B:</u>	For employees not electing health insurance
Long Term Disability Benefit	66 2/3 % \$5,000 Monthly Maximum
Negotiated Life	\$40,000 with AD&D
Dependent Life	\$2,000 Spouse/ \$2,000 Child/Children
Vision – Plan Year July 1-June 30	VSP-2 Silver
Dental – Plan Year July 1-June 30	80%/80%/80% \$1,500 80% \$2000 Ortho Maximum

APPENDIX B - FRINGE BENEFIT POOL

Member with Spouse in District

Member (1) receives: MESSA Choices II
Dental 75/75/60: \$1500
75% \$1500 Ortho Max

Member (2) receives: Pool option - Amount Available: \$100.00
Dental 80/80/80: \$1500
80% \$2000 Ortho Max

Member with Spouse Working outside District

Member may receive: Pool option - Amount Available: \$100.00
Dental Plan 80/80/80: \$1500
80% \$2000 Ortho Max