

AGREEMENT
BETWEEN THE
LAKE LINDEN-HUBBELL BOARD OF EDUCATION
AND THE
COPPER COUNTRY EDUCATION ASSOCIATION

Effective
July 1, 2018
through
June 30, 2019

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ARTICLE 1
INTRODUCTION

This Agreement entered into this 1st day of **July, 2018** by and between the Board of Education of the Lake Linden-Hubbell Public Schools, Lake Linden, Michigan, hereinafter called the "Board", and the Lake Linden-Hubbell Education Association, a branch of the Copper Country Education Association, hereinafter called the "Association". The date entered above, as the entered into date of this Agreement, shall be the last entered into date of this Agreement, shall be the last dated signature of the parties officials who are empowered to enter into this contract, to sign the "Duration of Agreement", "Master Agreement-Execution of Instrument Signature Clause".

Pursuant to Act 379, Public Acts of 1965 as amended, the District hereby recognizes the Copper Country Education Association as the exclusive representative for the purposes of collective bargaining with respect to rate of pay, hours and other terms and conditions of employment for the entire term of the Agreement. The bargaining unit shall consist of:

All certified professional personnel including classroom teachers, substitute teachers, guidance counselors and librarians, on tenure or probation, under contract per diem, appointment employed by the Board whether or not assigned to a public school building; but excluding non-teacher certified librarians, office clerical employees, supervisory **and** executive personnel, teacher aides and all others not included in the bargaining unit mentioned above.

ARTICLE 2
BOARD RIGHTS

The Lake Linden-Hubbell Public Schools are a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended.

A. Except as modified by the specific terms of this Master Agreement the Board retains all rights and powers to manage the Lake Linden-Hubbell Public Schools, and to direct its employees through its administrative personnel. The exercise of the following powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and connection therewith shall be limited only by the specific and express terms of this Agreement. The Association expressly recognizes and refers to these management rights and responsibilities as conferred by the laws and constitution of the State of Michigan. Such rights shall include by illustration and not by way of limitation, the right:

1. To execute management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employee working hours.
2. To hire all employees and, subject to the provisions of law, to evaluate and determine their qualifications and conditions for their employment and their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees. In emergency situations, the Board may waive the degree requirements; employment shall comply with state certification code.
3. To approve and establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students.
4. To approve and provide the selection of textbooks, teaching materials, technology, and aids necessary for an adequate instructional program and have the foregoing available by the opening of school under normal circumstances.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers subject to the express provisions of this Agreement.
6. To reprimand, discipline or discharge employees, but not in conflict with the terms of this Agreement or the laws of the State of Michigan.
7. To adopt rules and regulations.

8. "An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the "Local government and school district fiscal accountability act."

B. It is the responsibility of the Board to maintain a list of substitute teachers and arrange for substitution when teachers are absent. Teachers will be provided with a telephone number, which they may call if they are not available for work on any specific day or any period of time.

C. The Board, by the beginning of the school year, shall provide the Association President with a copy of the present chapter on "Professional Staff" from the Board of Education Policy Manual. New teaching staff shall also receive the present "Professional Staff" chapter. When the "Professional Staff" chapter is amended during the school year the amended policies shall be sent to the Association President within 5-days after the revised policies are received back from NEOLA.

ARTICLE 3
RIGHTS OF THE ASSOCIATION

- A. The Lake Linden-Hubbell Public School Board of Education acknowledges the fact that certain rights are conferred upon members of the Association by the Federal Constitution, the Michigan Constitution, Public Act 379, Michigan Employment Relations Commission, the Michigan General School Laws and Administrative Rules.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings provided that prior notification is given and no conflict with previously scheduled activities is present. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- C. For purposes of negotiations and grievance handling, the Board agrees to furnish to the Association in response to reasonable request from time to time all available information concerning the financial resources of the District in the same form it is available to the Board.
- D. School materials used solely for the professional organization shall be paid for by the Association.
- E. Duly authorized representatives of the Association shall be permitted to transact Association business on school property at all reasonable hours, provided, that such business transactions shall not interfere with school activities as determined by the School District. Association officials who are not employees of this District shall be permitted to visit school premises to transact official Association business, provided they first report to the office of the Building Principal upon entry and state the nature of their business.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mailboxes for communications to teachers; provided that the appropriate Association official affixes his signature to every notice distributed or posted on or through school facilities, if the source is not identified on the material.

ARTICLE 4
SCHOOL IMPROVEMENT

A. The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans:

1. Participation in the planning process by the employee is mandatory when it takes place during school hours.

2. The Composition of school improvement committee is established under section 1277 of the Revised School Code, 1976 PA 451, MCL 380.1277.

3. The Master Agreement may not be modified in whole, or in part, except by mutual, written agreement by the Association and the Board or to become compliant with State or Federal Law.

B. Curriculum Review Committee - At the request of the superintendent, the faculty shall serve on committees to develop improved instructional programs. Recommendations on course and/or instructional materials should be directed to the superintendent for consideration by the Board.

ARTICLE 5
TEACHING HOURS AND ASSIGNMENTS

- A. Teachers will be at their assigned places of duty not later than 8:00 a.m. Teachers may leave the building at **3:20** p.m., except on Fridays and on the day before holidays, when the teacher workday will terminate at the conclusion of the instructional day.
- B. Secondary teachers shall not be assigned more than six of the seven periods; the seventh period being an unassigned preparation period. **A secondary teacher who teaches during their seventh period and this assignment has been mutually agreed upon by the teacher and Board of Education shall receive \$1,000 per marking period (quarter). This will not include any extra duty assignment included in Appendix B-1 or B-2.**
- C. Teachers may mutually agree to substitute for each other. Substituting shall be voluntary and no teacher shall be required to substitute for another teacher. Teachers asked by the administration to substitute teach during a preparation period shall receive one (1) hour of compensatory time to be used at the teacher's discretion, or a payment at the rate of twenty dollars (\$20.00) for each hour of substitution. Teachers are required to provide the administration with a minimum of 48 hours notice when the personal leave is going to be used for sports or school improvement purposes.
- D. On late start days teachers will be at their assigned place of duty 10 minutes before the start of the first class and the teachers work day shall terminate at the conclusion of the instructional day.
- E. In the elementary school, when students are assigned to a class under the direction of another teacher (e.g. music and physical education), this will be a preparation period for the regular classroom teacher. Every effort will be made in scheduling to assure that all elementary teachers receive equal preparation time.

On days when school is dismissed early because of inclement weather, teachers may leave 15 minutes after the students are dismissed.

Employees who volunteer to do lunch time supervision will supervise for the last 15 minutes of each lunch period. Each four days of supervision will result in one class period of compensatory time. After seven periods of accumulated compensatory time (28 days of lunch supervision), the employee will earn one compensatory day. The day(s) earned in this way may be taken without restriction. These positions will be posted in accordance with Article X. Employees may choose compensation at the rate of \$13.00 per hour.

ARTICLE 6
EMPLOYEE CONDUCT

- A. The Board will give reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom with the following exceptions:
1. When it is evident that the teacher did not follow his or her written classroom guidelines which must include parental involvement, or
 2. When it is evident that the teacher has conducted himself in a non-professional manner.
- B. A Teacher shall have the right to have a union representative present at any time, at the teacher's request, when he/she is at an investigatory meeting with a district administrator in accordance with the teachers "Weingarten Rights".
- C. All considered complaints directed toward a teacher shall be promptly brought to the attention of the teacher. Complaints, in order to be considered, must be in writing and signed by the complainant. If complaints or notations of complaints are entered into the teacher's evaluation file, the teacher will be given an opportunity to respond in writing. The response will be attached to the complaint and/or notation.

ARTICLE 7
TEACHER PERSONNEL FILES

- A. Teachers will have the right to review the contents of their personnel files. A representative of the Association may accompany the teacher in this review if requested.

ARTICLE 8
TEACHING CONDITION

- A. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained. The parties at the request of either party will confer from time to time for the purpose of improving the selection and use of educational tools, and the Board will undertake promptly to consider all joint decisions thereon made by its representative and the Association.
- B. The Board shall make available restroom and lavatory facilities and at least one room shall be reserved as an integrated faculty lounge in which smoking shall not be permitted.
- C. The parties agree that effort will be made by the Board and the Administration to maintain class size at what is considered to be a reasonable level. In the event that class size becomes a matter of concern to the professional teaching staff, the Association will designate three members to form a committee in cooperation with a similar committee of Board members to thoroughly study the situation in question, explore solutions and make appropriate recommendations to the Board of Education if necessary.
- D. Telephone facilities shall be made available to teachers, however, the teachers acknowledge that they will be responsible for the charges for all personal long distance telephone calls made by them.
- E. Effort should be made by administrators to reduce the amount of paperwork required of teachers so that the largest possible percentage of time may be spent in planning and teaching.
- F. The Board will designate a parking lot for teachers' use.

- G. Lunch hour will be 30 minutes in length and will be duty free and uninterrupted.
- H. Monetary awards or grants earned and received by a teacher shall be added to the teacher's normal budgetary allowance and shall not be used to replace that allowance.
- I. The staff member and his/her spouse/guest shall be issued an athletic pass to all home athletic events.

ARTICLE 9
PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. The term "Net Credited Service" as used in Schedule A shall mean the number of full academic semesters (excluding summer semesters or sessions) during which the teacher has been actively teaching and has been under contract to the Board, less deductions for leaves of absence, except for illness and disability, plus any time spent in the Armed Forces of the nation. For the purpose of establishing teacher salaries, full semesters of net credited service shall be computed as of the second Tuesday of July proceeding the academic year in which the salary is to be paid.

Part-time teachers who work half time or more during the full school year shall accrue towards net credited service in the same manner as full-time teachers. Part-time teachers who work less than half time shall accrue net credited service on the basis of the actual percentage of time worked by said staff member.

C. The Board may grant a teacher with a degree and certification his or her full teaching experience. If the school district does not grant a teacher his or her full teaching experience the Superintendent will advise the LL-HEA representative of the Copper Country Education Association of its decision on the granting of teaching experience and will further recommend to the teacher that he or she consult with the CCEA concerning his or her contract rights and the amount of teaching experience which has been granted.

D. For certain designated extra duty assignments the teacher shall be entitled to appropriate compensation as set forth in Schedule B which is attached to and incorporated in the Agreement. Compensation for extra duties not covered by Schedule B will be negotiated by the Board and shall be commensurate with extra duty pay as scheduled.

ARTICLE 10
SENIORITY

- A. Seniority shall be defined as the length of consecutive service in the Lake Linden-Hubbell School District measured by teaching service when under regular contract and does not include periods of leave.
- B. The Board agrees to provide an updated seniority list by October 15 each year to be verified by the Association.

ARTICLE 11
GRIEVANCE PROCEDURE

The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which are an outgrowth of a breach of contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

A. Definition: A grievance is a claim based upon an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

B. The Association shall designate one (1) representative per building to assist in the handling of grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two hereinafter described.

C. The term "days" as used herein shall mean days for which school is in session during the school year and shall mean week days excluding holidays **and** during the summer recess.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall cite the section or subsections of this contract alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Level One - A teacher with a grievance shall first discuss it with his/her immediate supervisor or principal within ten (10) school days of its occurrence or discovery within the school year it occurred. It is further understood that the test for the time of discovery of the alleged wrong shall be that of a reasonable prudent person.

Level Two - In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may within seven (7) school days, file a written grievance with the

Professional Rights and Responsibilities Committee. (If a PR & R Committee has not been established, then with the LL-HEA.) Within five (5) school days of the receipt of the grievance, the PR & R Committee (or LL-HEA) shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists, the grievance shall be dropped. If the committee decides there is a legitimate grievance, it shall immediately process a claim with the superintendent of schools. Within ten (10) school days from receipt of the grievance by the superintendent, he shall render a decision on the grievance. The teacher shall appeal within ten (10) school days after receiving said answer to the school board or the grievance shall be considered abandoned.

Level Three - In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he/she may refer the grievance through the PR & R Committee (or LL-HEA) to the Board of Education. Within thirty (30) days of receipt of the grievance, the Board shall render a decision. The teacher is entitled to a hearing with the Board at this level. The teacher shall appeal within ten (10) school days after receiving said answer from the Board or the grievance shall be considered to be abandoned.

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) school days after the decision of the Board notify the Board in writing of its intent to refer this matter to arbitration and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

2. Neither party may raise a new defense or ground at Level Four (4) not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.

His/her authority shall be limited to deciding whether a specific article and a section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws.

The decision of the arbitrator shall be final and binding. The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

The time limit provided in this article shall be strictly observed but may be extended by written agreement of both the parties. In the event a grievance is filed after May 15, said grievance will be processed as soon thereafter as possible.

Miscellaneous Provisions

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person, provided, however, that any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association.
2. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participant. Information in these files shall be private and confidential.
3. Decisions rendered at all levels, other than Level One, shall be in writing and shall be promptly transmitted to all parties of interest.

4. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
5. The termination of services or failure to re-employ a first or second year probationary teacher shall be subject to the grievance procedure; however, it is understood by the parties that the arbitrator's decision at Level Four of the procedure shall not be binding but only advisory in nature and that the Board of Education shall have the final decision on the termination of services or failure to re-employ any first or second year probationary teacher.
6. The failure to rehire a third year probationary teacher shall not be subject to Level Four of the grievance procedure but shall terminate with appeal to the Board of Education.
7. The termination of services or failure to re-employ any teacher to a position in the extracurricular schedule shall not be subject to Level Four of the grievance procedure but shall terminate with appeal to the Board of Education.

ARTICLE 12
ILLNESS AND DISABILITY

A. A sick leave allowance is hereby provided for absence from work caused by illness or physical disability of the teacher. At the beginning of each school year each teacher represented by the Association will be credited with the unused sick leave reserve accumulated by him/her in prior years and each first year teacher will be credited with five (5) sick leave days. Additional sick leave will be credited to his/her account at the rate of one (1) day for each calendar month in which he/she teaches in the system, subject to a maximum of eleven (11) days per year. The teacher may use all or part of his/her leave to recover from his/her own illness or disability which shall include childbirth and complications of pregnancy. The Superintendent may request that the teacher provide the Board with doctor verification if said leave exceeds five (5) consecutive days and will provide similar verification upon request thereafter.

A teacher suffering a loss of pay as a result of having less accumulated sick leave than the length of his illness, will be reimbursed at the end of the school year for such loss as his sick leave allowance accumulates; subject to the limitation that the right to such reimbursement terminates at the close of each school year.

If a first year teacher fails to earn the five (5) sick leave days credited to him/her in the aforesaid contractual provision and uses the credited sick leave days before he/she has earned the same and does not continue with his/her employment in the District, said teacher shall be obligated to reimburse the school district for all or that portion of the used sick leave days that have not been earned.

B. A teacher sustaining injury or occupational disease arising out of and in the course of any employment shall be continued on the payroll to the extent of his/her sick leave reserve; provided, that where he/she receives income under the Workmen's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his regular salary or wage for as long as he/she has accumulated sick leave. Such leave accumulated shall diminish proportionately to the salary supplement provided by the Board.

C. Each teacher shall be entitled to a sick leave accumulation of the unused yearly portion but not to exceed one hundred seventy-seven (177) accumulated sick days.

D. Upon request, each teacher absent for five (5) consecutive working days agrees to present a certificate from his personal physician testifying to the satisfactory condition of his health. The Board may, at its expense, require an examination by an independent physician.

E. The Board may request a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense. If the teacher desires, he may submit the request for study and recommendation by a four person committee, two members of which shall be appointed by the board and two by the Lake Linden-Hubbell Education Association. The committee will review the problem and submit an advisory recommendation, but the ultimate decision is reserved to the Board.

F. Teachers employed on a part-time basis or for part of the school year will only be granted a sick leave allowance proportionate to the time employed.

G. Teachers whose service to the system has been terminated for any period beyond an approved leave shall forfeit any accumulation under this article.

H. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence for up to the remainder of the year without pay, and such leave may be renewed in succeeding years by the Board of Education upon written request.

I. The teacher agrees to notify the Board's representative of his or her intention to be absent from school as early as possible, and not later than 6:30 a.m., if known.

J. Any teacher who, by willful misrepresentation, violates or misuses this policy or misrepresents any statement or condition under said policy, shall forfeit any current leave or accumulations under any leave policy in effect in the system for a period of twelve (12) calendar months, unless reinstated sooner by the Board.

K. If the teaching staff is not required to work because of inclement weather the bargaining unit member shall not be charged for that day.

L. A teacher may use five (5) of the eleven (11) sick days for illness of spouse, children and parents of employee or spouse and legal dependents of immediate household. The superintendent may grant additional days depending on the circumstances.*

*The above leave would be limited to eleven (11) days per year, except in unusual circumstances, and would be chargeable to a teacher's accumulated sick leave. The superintendent, upon request, may require a statement from the attending physician to indicate the serious nature of the illness or injury. This also includes dental appointments for children which are of an emergency nature.

M. A sick leave bank may be established by bargaining unit members from their own accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of sixty-four (64) days plus any days which are repaid by members who have borrowed days. The pool shall be created by a one day per year contribution to the bank from each employee until the maximum deposit of sixty-four days is achieved. The bank will be administered by a committee comprised of the same three teachers and the same three board members or its designees each school year. No sick days will be loaned out unless all sick and personal days of the requesting employee are depleted. Application for bank days must be submitted in written form by the employee, the committee can then grant no more than ten (10) days at a time up to a maximum of 25 days per year per teacher. The sick bank committee may address repayment issues from time to time. If the total bank deposit falls twenty-four (24) days below the sixty-four (64) day maximum, one sick day shall be required of each member, each year, until the bank is restored to the sixty-four day limit. If less than one (1) day per member is required, ½ day shall be donated by each teacher. Employees returning will replenish the days used at the rate of every other sick day

earned being repaid to the sick bank until 5 days are accumulated then all sick days go to the sick bank until it is repaid. Death or disability which results in the employee not being able to work in the district will result in the forgiveness of these days. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or childcare purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes. Annual reports on the status of this sick leave pool, including a number of days remaining, will be a mutual duty assigned to the Union and the Employer. The Sick Leave Bank Committee will meet at least once per year and minutes will be kept. It is mutually recognized that use of the sick leave bank prior to September 1, 1998 shall be governed by the language in the earlier contract and shall not be precedent setting.

N. If a teacher has accumulated the maximum number of sick days, any additional accrued unused sick days in that calendar year may be sold back at the end of the school year for \$10 per day.

ARTICLE 13
PERSONAL LEAVE

A. Each teacher shall be entitled to a personal leave of three (3) days per year for the purpose of meeting family obligations, legal commitments and religious obligations. A teacher may carry over two (2) personal leave days to the following contract year with a maximum accumulation of five (5) personal leave days to be used in a one year period. This leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekend or after school hours. Personal leave shall not be used to extend school holidays. **No more than 3 consecutive days may be used at one time.**

*Application Form attached to contract.

A bargaining unit member shall be given the option of using one-half (1/2) of a personal business day and will be charged for only one-half (1/2) day. If the teaching staff is not called in because of a snow day, that bargaining unit member shall not be charged for that day.

The above provision entitling a teacher to personal leave does not apply during the weeks of examinations at the end of the first and second semesters unless an emergency exists and the emergency is made known and carefully explained to the Board. In the event, a difference of opinion exists, as to the extent and seriousness of the emergency, there will be named a committee of two (2) persons from the Association and two (2) representing the Board who will meet to assist in making the determination.

Any unused paid leave days are to be credited to accumulated sick leave at the end of the school year.

Personal leave to extend a school holiday will be allotted as follows. A total of four (4) people (two teachers from grades K-6 and two teachers from grades 7-12) may use one (1) of their personal days to extend a school holiday. Requests for use of personal leave to extend Spring Break must be made **150** calendar days in advance and Christmas Break 90 calendar days in advance. On those dates (**September 22nd for Christmas break and October 26th for Spring Break for the 2018/2019 school year**) if more than two (2) from each building have requested time off, a random drawing will take place to determine whose requests will be granted. If the allotment of days has not been met by this date, they will be awarded in the order they are requested. All other requests of personal leave to extend a school holiday will be considered as received.

B. In general, not more than three (3) days' leave shall be granted for death in the immediate family, unless extensive travel is required. The time limitations described in this paragraph may be waived for death involving the teacher's spouse or children. Immediate family shall include the teacher's spouse, children, grandchildren, or foster children, parents, parents-in-law, brothers, sisters, grandparents or anyone living under the same roof. Any unusual extenuating circumstances may be given consideration upon written request offered to the Board.

C. The provisions of this policy do not apply to persons employed less than one-half (1/2) of each day. Teachers employed on a half-time (1/2) basis are entitled to one-half (1/2) the benefits provided for full-time teachers.

D. Nothing contained herein shall deny to the superintendent the right to grant leave upon request with loss of pay.

E. Any teacher who, by willful misrepresentation, violates or misuses this policy or misrepresents any statement or condition under said policy, shall forfeit any current leave or accumulations under any leave policy in effect in the system for a period of twelve (12) calendar months, unless reinstated sooner by the Board.

F. Association Days - The Board shall credit the Association with five (5) teacher days for professional business. These days are to be used for the purpose of attending conferences, workshops, or seminars conducted by the Michigan and National Education Association and/or affiliate departments thereof. The Board shall grant an additional three (3) days for Association business when requested and the Association shall reimburse the school system the equivalent of a substitute at the substitute's daily rate for each of the three additional days used. It is agreed that no more than two (2) teachers may be absent on any one (1) day for Association business. It

is further agreed that the teacher will notify the Superintendent at least five (5) school days in advance of taking such leave and that said teacher shall be obligated to submit a comprehensive lesson plan for the substitute teacher two (2) school days before the leave is taken.

G. 1. Childcare Leave - A leave of absence shall be granted to any teacher for the purpose of childcare or adoption. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave except in cases of extreme emergency and shall include a statement of the exact date on which the teacher wishes to terminate teaching.

A teacher's childcare leave granted during the school's first semester will be effective to the following September. A childcare leave granted during the second semester will be for the remainder of that semester and for the entire following school year.

A teacher on leave under the above conditions wishing to return to duty shall file a written request with the Superintendent at least ninety (90) calendar days prior to the date she/he wishes to return to teaching or prior to the end of the leave. The Board shall not be required to return the teacher on leave to employment except at the beginning of the semester. The reinstatement shall be to the teacher's former position, however a Teacher shall be allowed to resume and continue the job s/he held prior to taking of the leave, provided the Teacher returns at the conclusion of the FMLA authorized leave (ie, up to 12 workweeks). If a Teacher's absence due to a child care leave exceeds the FMLA leave period, the Teacher shall be returned to any open vacancy for which the Teacher is qualified, at the District's discretion. If a teacher does not comply with the above conditions, the right to such a leave and/or the right to return may be denied by the Board.

In the event of a miscarriage or death of the object child of the leave, the leave of absence may be terminated upon request of the teacher with at least 30 calendar days notice before the beginning of any semester.

The granting of such leave will in no way interrupt seniority and rights attendant thereto.

2. Pregnancy Leave - A pregnant teacher may continue teaching as long as she can continue her regularly assigned responsibilities. The Board may require a doctor's statement(s) to this effect. Intent of return to duty will be submitted to the Board prior to delivery and a definite date of return to duty established two (2) weeks after delivery. The reinstatement shall be to the teacher's former position. The teacher may be required to furnish a physician's statement indicating that her health permits her to resume the full responsibility of teacher.

H. Sabbatical Leave - Teachers who have been employed for seven (7) continuous years in this school district may be granted sabbatical leave subject to the following provisions:

1. The teacher must obtain the approval of the Superintendent.
2. Not more than one (1) member of the staff will be absent at one time.
3. Application for this leave must be in writing and received by the Superintendent no later than March 1 of the school year preceding the year for which leave is requested.
4. The grantee will agree to return to the employment of the Lake Linden-Hubbell Public Schools for two (2) full years.
5. A teacher, upon return from a sabbatical leave, provided a job is available for which the teacher is qualified; such teacher shall be placed at the same position on the salary schedule as qualified; such teacher shall be placed at the same position on the salary schedule as when they left. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in this Agreement and for applying a credit toward retirement.

I. Other Leaves - Following two (2) years of employment, a teacher may request, and upon approval of the Board, may be granted a leave of absence without pay, not to exceed one (1) year, subject to renewal at the discretion of the Board for:

1. Serving in any elected or appointed position; public or Union.
2. Prolonged illness in immediate family.
3. Educational leave.
4. Military leave.
5. Work experience leave.
6. Other.

Requests for extension must be submitted in writing thirty (30) days prior to the expiration of the leave. Upon return from leave, provided a job is available for which the teacher is qualified; such teacher shall be placed at the same position on the salary schedule as when they left.

J. After 25 years of MPSEER service within the system or when a teacher first becomes eligible to retire, a teacher, upon retirement of such time, shall be entitled to receive \$75 per day for every accumulated sick day between 91 through 177 days accumulated sick days.

ARTICLE 14
ELIGIBILITY

All aspects of this Agreement have application only to the certified teaching employees described in the recognition clause who are employees of the Lake Linden-Hubbell School District. No members of the Copper Country Education Association who are teaching employees of other school districts are eligible for benefits under the terms and conditions of this Agreement.

ARTICLE 15
SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee or the District shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE 16
PART-TIME TEACHERS

A. Part-time teachers* are teachers who are hired for less than a full teacher day. (A full-time teacher on the secondary level consists of six (6) assigned duty periods and one (1) preparation and consultation period. A full-time teacher on the elementary level consists of approximately seven (7) hours including preparation and consultation time at the beginning and end of the teacher day and other times throughout the day when the students are not present.

B. Part-time teachers* shall be compensated according to the number of assigned duty hours scheduled plus a proportionate amount of preparation and consultation time. Any changes in this policy are negotiable.

C. Part-time teachers* may, upon request, participate in all insurance programs established in the district; it being understood that the district will pay that percentage rate of the cost of the program as is equivalent to the percentage of the contract day that the teacher is scheduled for work.

*Said provisions do not apply to substitute teachers.

ARTICLE 17
INSURANCE PROVISIONS

- A. The Board will limit its expenditures for employee “Medical Benefit Plans” to be in compliance with Public Act 152 of 2011, the (Publicly Funded Health Insurance Act)

The “Medical Benefit Plan” that is negotiated must be from plans that qualify under Public Act 152 of 2011; Section 2, Subsection (e).

The Board agrees to provide premium payments in accordance with Public Act 152 of 2011; Section 3, as described below for an employee “Medical Benefit Plan” for a coverage period of twelve (12) months (**July 1, 2018 through June 30, 2019**) provided the individual is employed full-time, employees less than full-time will be prorated accordingly. For employees who work less than the applicable positions work year due to being hired after the **contracted** year or who resign, retire or are terminated before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

The Board provided premium contributions for any employee’s applicable “Medical Benefit Plan”, (Single, Two-Person or Family), shall pay no more of the annual costs, charged for the applicable plans or illustrative rates for those applicable plans, including any payments for reimbursements of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$6,560.52 times the number of employees with single person coverage, \$13,720.07 times the number of employees with employee with individual and spouse coverage, plus \$17,892.36 times the number of employees with family coverage, for the coverage year period from **7/1/2018 to 6/30/2019**.

“Medical Benefit Plan”- (PAK-A or PAK-C; Part-1) Coverage Year July 1, 2018-June 30, 2019.:

Medical:	MESSA Choices II	Medical:	MESSA ABC Plan 1
OV/UC/ER Copay:	\$10/\$25/\$50	OR	In Deductible: \$1300 1P; \$2600 2P&FF
RX Drug Copay:	Saver Rx	Rx Coverage	ABC Rx
Deductible:	In-\$500/\$1000		

Board Paid “Medical Benefit Plan” (PAK-A, Part-1, or PAK-C, Part-1) Annual Coverage Year
Maximum Premium 2018-2019 Year:

Board Paid Maximum Annual Premium Payment paid in monthly installment for Full Time
Employees for Coverage Year July 1, 2018 through June 30-2019:

Family Plan: \$17,892.36 annually.

Two Person Plan: \$13,720.07 annually.

Single Subscriber Plan: \$6,560.52 annually.

The Board will pay its premium contribution monthly for active employees under contract.

Any portion of the actual applicable plans annual (Coverage Year) premium cost not covered by the Board paid “Medical Benefit Plan” annual coverage year maximum premiums (PAK-A, Part-1, or PAK-C, Part-1) shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee’s portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the “Medical Benefit Plan”.

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee “Medical Benefit Plan” (Pak-A, Part-1, or PAK-C, Part-1).

(“Non-Medical Benefit Plan”)- (PAK-A, Part-2) and (PAK-C, Part-2) 2018-2019

For Employees who qualify to receive and elect the “Medical Benefit Plan” - (Pak-A, Part-1) or (PAK-C, Part-2):

The Board agrees to provide a (Non-Medical Benefit Plan) for (PAK-A, Part-2, or PAK-C, Part-2) as negotiated and listed below, and monthly premium payments from **July 1, 2018** through June 30, 2019, as described below for twelve (12) months provided the individual is employed full-time, employees less than full time will be prorated accordingly.

(Non-Medical Benefit Plan) - (PAK-A, Part-2) and (PAK-C, Part-2) 2018-2019:

Dental:

Class I:	100%	Vision:	VSP 3 Plus
Class II:	100%	Life Insurance	\$40,000
Class III:	80%	AD&D Coverage	\$40,000
Annual Max:	\$1,000		
Class IV:	80%		
Lifetime Max:	\$1,500		
Riders:	2 Cleanings		

The Board in accordance with the above paragraphs shall provide premium contribution payments as described below toward an employee “Non-Medical Benefit Plan” (PAK-A, Part-2 or PAK-C; Part-2) from July 1, 2018 through June 30, 2019):

Board Paid Plan-A (PAK-A, Part-2 or PAK-C, Part-2) (“Non-Medical Benefit Plan”):

Family Plan: \$ 100.0% of the total costs monthly premium.

Two Person Plan: \$ 100.0% of the total costs monthly premium.

Single Subscriber Plan: \$ 100.0% of the total costs monthly premium.

(PAK-B): For Employees who qualify for the “Medical Benefit Plan” (Pak-A, Part-1 or PAK-C, Part-1) and do not elect the “Medical Benefit Plan”:

The Board agrees to provide a (Non-Medical Benefit Plan) for (PAK-B) as negotiated and listed below) and monthly premium payments from **July 1, 2018** through **June 30, 2019**, as described below for twelve (12) months provided the individual is employed full-time, employees less than full time will be prorated accordingly. For employees who work less than the applicable positions work year due to being hired after the contacted year or who resign or retire before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

(Non-Medical Benefit Plan) - (PAK-B) 2018-2019:

Dental:

Class I:	100%
Class II:	100%
Class III:	80%
Annual Max:	\$1,000
Class IV:	80%
Lifetime Max:	\$1,500
Riders:	2 Cleanings

Vision: VSP 3 Plus

Life Insurance: \$45,000

AD&D Coverage: \$45,000

Board Paid Premiums for (PAK-B) (Non-Medical Benefit Plan):

Family Plan: \$ 100 .0% of the total monthly premium.

Two Person Plan: \$ 100 .0% of the total monthly premium.

Single Subscriber Plan: \$ 100 .0% of the total monthly premium.

The following paragraphs pertain to the (Non-Medical Benefit Plan) - (Pak-A, Part-2) and (PAK-C, Part-2) and (PAK-B) Plans:

Any portion of the actual applicable plans coverage year's annual premium cost not covered by the Board paid (Non-Medical Benefit Plan) - (PAK-A, Part-2 or PAK-C, Part-2) and the (Pak-B) Plans monthly premiums; shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the (Non-Medical Benefit Plan) - (PAK-A, Part-2 or PAK-C, Part-2) and (Pak-B) Plans:

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee (Non-Medical Benefit Plan) - (PAK-A, Part-2 or PAK-C, Part-2) and (Pak-B) Plans.

B. The employer shall provide a cash option in lieu of health benefits. The cash amount shall be **\$6,300**. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to an MEA Financial Services tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

The program will become effective September 1, 1997. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

The Section 125 administration shall be provided by MESSA Option All. The employer shall enter into a MESSA Option All Administrative Services Contract. MEA Financial Services shall handle the annuity.

ARTICLE 18
MENTOR TEACHER

For the duration of this contract a mentor teacher will be selected from within the bargaining unit on a voluntary basis. Mentors shall not be required to evaluate their charges. There will be no compensation for the mentor assignment but should the workload of such assignment expand, the Board and the Association will meet to address the problem.

ARTICLE 19
DURATION OF AGREEMENT

The provisions of this Agreement that are affected by Public Act 54 of 2011 and Public Act 336 of 1947 as amended (Section 15b. (1)) will be effective as of the day that both parties have executed their signatures on the "Master Agreement-Execution of Instrument-Signature Enactment Clause" as described below and will continue and remain in full force and effect until **June 30, 2019**.

Master Agreement-Execution of Instrument-Signature Enactment Clause

The terms of this collective bargaining agreement between the parties are incorporated herein and by accepting and signing this "Master Agreement-Execution of Instrument-Signature Enactment Clause" in this contract below, the parties agree to be bound by all such terms for the duration of this Agreement.

This successor Agreement will become enacted and implemented in full effect on the first date after the expiration date of the former Agreement by the last signature as dated, of either of the parties officials listed below, who are empowered to enter into this contract, is entered on the "Master Agreement-Execution of Instrument-Signature Enactment Clause" below.

IN WITNESS WHEREOF, the parties execute this contract hereunto by the set of their hands.

Tentative Agreement	6-27-18
Teacher Ratification	7-16-18
Board Ratification	7-18-18
Duration of Contract	7-1-18 to 6-30-19

LAKE LINDEN-HUBBELL BOARD OF EDUCATION

BY _____ DATE: _____

LAKE LINDEN-HUBBELL EDUCATION ASSOCIATION branch of the Copper Country Education Association

BY _____ DATE: _____

APPENDIX A
SALARY SCHEDULE

Advancement of (1-Step) for qualified employees in the 2018-2019 contract year. +3/4% Increase and a one time, \$100, off scale payment.

2018-2019

STEPS	B.A.	B.A.+ CERT	M.A.	PH.D. Double Masters Ed.Spec
1	\$32,225	\$34,187	\$35,207	\$36,693
2	\$33,191	\$35,215	\$36,261	\$37,795
3	\$34,185	\$36,269	\$37,351	\$38,929
4	\$36,091	\$37,358	\$38,471	\$40,097
5	\$36,688	\$38,481	\$39,634	\$41,299
6	\$38,105	\$39,867	\$41,625	\$43,390
7	\$39,688	\$41,489	\$43,359	\$45,201
8	\$41,279	\$43,186	\$45,098	\$47,007
9	\$42,864	\$44,848	\$46,831	\$48,812
10	\$44,455	\$46,506	\$48,566	\$50,620
11	\$46,041	\$48,169	\$50,301	\$52,432
12	\$48,266	\$50,494	\$52,727	\$54,961
13	\$51,215	\$53,590	\$55,953	\$58,321

Merit Pay: A teacher is eligible to advance to the next vertical step on the salary schedule, if steps are agreed to by the parties, if the teacher received a performance rating of "effective" (or higher). If the teacher has received a performance rating of "minimally effective" or "ineffective", the teacher will not advance on the salary schedule for the respective school year.

Salary Options

Each Bargaining Unit Member shall have the right to select one of the following options for the method of receiving their contract salary.

Option A - Contract salary to be divided into twenty-six (26) equal payments to be made at fourteen (14) day intervals throughout the year.

Option B - Contract salary to be divided into twenty-one (21) equal installments to be made at fourteen (14) day intervals to coincide with those paydays established in Option A.

Option C - Any Bargaining Unit Member selecting Option A may receive all contract salary due for the remainder of the year on the last day of the regular school year.

Longevity

Longevity shall be premised upon actual teaching experience in the Lake Linden-Hubbell School District. In order to qualify for the first step of longevity a teacher shall be in his or her 15th year of teaching in the District.

During the 15th year, 3.25% of the top of the track of said teachers' Salary Schedule.

During the 19th year, 4% of the top of the track of said teachers' Salary Schedule.

During the 23rd year, 5% of the top of the track of said teachers' Salary Schedule, effective with the 1990-91 school year.

During the 27th year – 6% of the top of the track of said teachers' salary schedule.

APPENDIX B-1

EXTRA DUTY COMPENSATION

2018-2019

<u>*Duty</u>	<u>PERCENTAGE/RATE</u>
Varsity Head Football Coach	13%
Varsity Head Girls BB Coach	13%
Varsity Head Boys BB Coach	13%
Varsity Head Volleyball Coach	13%
Asst. Varsity Football	9.5%
Head Varsity Boys Track	9.5%
Head Varsity Girls Track	9.5%
Head JV Boys Basketball	9.5%
Head JV Girls Basketball	9.5%
Head JV Football	9.5%
Head JV Volleyball	9.5%
Asst. JV Football	7%
Junior High Girls BB	7%
Junior High Boys BB	7%
Junior High Football	7%
Asst. Varsity Track	6.5%

Band Director	12.0%
Junior High Boys Track	6%
Junior High Girls Track	6%
Freshmen Volleyball	6%
Head Coach Golf	4.75%

*Payment shall be further made on years of experience in activity in Jr. High, J.V. or Varsity programs and shall not exceed payment for more than nine (9) years of experience. Junior High experience, however, shall not be counted towards longevity in the J.V. or Varsity programs.

NOTE: Extra duty compensation shall be premised upon the designated percentage applicable to each activity.

Coaches involved in preschool football and girls' Volleyball shall be compensated by One hundred thirty dollars (\$130) per week for two (2) sessions per day.

Coaches involved in any post season play beyond District competition shall receive the sum of One hundred dollars (\$100) for each week of post season play.

If the Band Director is required to be involved in post season play beyond District competition, he or she shall be compensated at the rate of fifty dollars (\$50.00) per week for each week of post-season play.

APPENDIX B-2
EXTRA DUTY COMPENSATION

2018-1019

Wherever percentages are used, it shall be computed by using the base or starting salary multiplied by the percentage indicated.

<u>DUTY</u>	<u>PERCENTAGE/RATE</u>
Basketball (5th & 6th Grades)	4.0 %
Approved Chaperoned Activity	.1 %
Prom Supervisor (In charge of prom & erection thereof)	2.0 %
Assistant Prom Supervisor (Will organize the prom)	1.0 %
Play Set Erection	.6 % per play
Play Director	2.25% per play
Yearbook Advisor	4.0 %
Forensics or High School Bowl	2.25%
Cheerleading	5% 1st yr. 6% 2nd yr.
M-Step coordinator (1 per building)	2.0%
Student Council	2.5 %
National Honor Society	2.0 %
Elementary Chorus	2.5 %
Technology Coordinator	3.0%

Middle School Student Council	1.75%
Camp Nesbit	1%
Students accommodation coordinator	1%
“MI Access Coordinator”	1%
Drum Line	3%

Chaperones at basketball or football games away from home:

1 - 12 miles (Calumet, Dollar Bay, Hancock, Houghton)	\$ 10.50	
13 - 30 miles (Jeffers)		\$ 11.50
31 - 60 miles (Baraga, L'Anse)		\$ 15.00
61 - 90 miles (Ontonagon, White Pine, Bergland)	\$ 20.00	
90 miles and over		\$ 27.50

All chaperones will remain with students upon the return trip until all students have departed from the school.

APPENDIX C
GRIEVANCE REPORT FORM

Grievance # ____ School District _____ Distribution Form

- 1. Superintendent
- 2. Principal
- 3. Association
- Submit to Principal in Duplicate
- 4. Teacher

Building Assignment Name of Grievant Date Filed

STEP 1

A. Date cause of grievance occurred _____

B. 1. Statement of grievance _____

2. Relief sought _____

C. Disposition of Principal _____

Signature Date

D. Position of Grievant and/or Association _____

Signature Date

(If additional space is needed in reporting Sections B1 and B2 of Step 1, attach an additional sheet.)

STEP 2

A. Date received by Superintendent or designee _____

B. Disposition of Superintendent or designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP 3

A. Date received by Board of Education or designee _____

B. Disposition of Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP 4

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature

Date

NOTE: All provisions of Article ____ of the Agreement dated _____, 20__ WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX D
SCHOOL CALENDAR
2018/2019

August 28 th and August 29 th	Full Day In-Services
September 4 th	1 st Day of School
October 10	½ Day of School/½ In-Service
November 21 st	½ Day of School/½ In-Service
November 22 nd and 23 rd	Thanksgiving Break
December 21 st -January 1 st	Christmas Break
January 17 th	½ Day of School/½ In-Service
January 18 th	½ Day of School/½ Record's Day
February 22 nd	½ Day of School/½ In-Service
March 25 th -March 29	Spring Break
April 18	½ Day of School/1/2 In-Service
April 19-22	Easter Break
May 27 th	Memorial Day
June 6 th	Last Student Day
June 7 th	½ Day In-Service & ½ Records

In the event of snow days or delays and other school closings that require make-up to be eligible for state aid, time will be added in June.

The parties agree that teachers will attend the following events outside of the normal school day...Fall Parent Teacher Conferences, Spring Parent Teacher Conferences, Open House

Dates will be set 30 days in advance. Open House will run from 5:30 P.M. to 7:30 P.M.
Parent Teacher Conferences will run...

Fall-	High School: 12:30-3:30 and 6:00-8:00 P.M. Elementary: 12:30-5:30 P.M.
Spring-	High School: 12:30-5:30 P.M. Elementary: 12:30-5:30 P.M.

*In the event of snow days or delays and other school closings that require make up-notice of date changes will be communicated as soon as possible.

PERSONAL LEAVE REQUEST APPLICATION

Leave requests should be made in advance with the District Administrator and returned to your immediate supervisor for approval. Supervisor and administrator signatures indicate that the leave request was approved.

NAME _____ DATE OF ABSENCE _____

Check the appropriate line:

No. of Days

- ____ Personal Illness _____
- ____ Illness in the immediate family _____
- ____ Doctor/Dentist _____
- ____ Death in immediate family _____
- ____ Funeral of a Relative _____
- ____ Personal Leave _____
- ____ Personal Leave/comp _____
- ____ Jury/witness _____
- ____ Job related conference/meeting _____
- ____ Vacation _____
- _____

Employee Signature

Date

Supervisor/Principal Signature

Date

District Administrator Signature

Date

