

# **Professional Agreement**

**BETWEEN  
THE**

**Lakeview Community  
Schools**

Board of Education

And The

Lakeview Educational Support  
Personnel Association  
(MEA/LESPA)

July 1, 2018 to June 30, 2020

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## **ARTICLE 1 – AGREEMENT**

1. This Agreement is made and entered into as of the 1st day of July, 2018, by and between the Board of Education of Lakeview Community Schools, Montcalm, Mecosta, and Kent Counties, Michigan, hereinafter called the "Board" and the Lakeview Educational Support Personnel Association, an affiliate of the Michigan Education Association and the National Education Association, hereinafter called the "Association."
2. This Agreement shall constitute the complete and only statement of contractual relationship between the Board and the Association. The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 2 - RECOGNITION**

1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, as amended, the Board does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement of all non-certified employees of the Lakeview Community Schools included in the bargaining unit, which includes, all maintenance employees, secretaries, and paraprofessionals. Excluded from the bargaining unit are confidential and supervisory employees (as established by the Michigan Employment Relations Commission), substitutes, casual and temporary employees.
2. The term "employee" when used in this agreement shall refer to all employees represented by the Association in the bargaining unit as described above.
3. Reference to male employees shall include female employees, and reference to female employees shall include male employees.
4. Subject to the provisions of Public Act 379, as the same may be amended, the Board agrees not to negotiate with any employee organization with respect to the "employees" as herein defined other than the Association for the duration of this Agreement. Except for such negotiations under Public Act 379, however, the Board shall be free to communicate with employees or their representatives, or any other persons, individually or by group, for whatever lawful purpose the Board may deem desirable in the discharge of its responsibilities. Nothing contained herein shall be construed to prevent any individual employee 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.

### **ARTICLE 3 - BOARD AND EMPLOYEE RIGHTS**

1. It is understood and agreed that the Board of Education hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States and that the Board is limited with respect to such powers, rights, authority, duties and responsibilities only by the express provision hereof and only to the extent such limitations are in conformance with the Constitution and laws of the State of Michigan, and of the United States.
2. Nothing contained herein shall be construed to deny or restrict to any employee rights she or he may have under the Michigan General School Laws.
3. Nothing in this Agreement which changes preexisting Board policy, rules or regulations, written or otherwise promulgated, shall operate retroactively unless expressly so stated.
4. The Board and the Association agree to continue their policy of observing laws regarding discrimination on the basis of race, color, national origin, gender, military, or marital status, height, weight, religion, disability, genetic information or any other protected status as outlined by State or Federal Law, or membership or participation in, or association with the activities of the Association, or the institution of any grievance, complaint or proceedings under the terms of this Agreement.
5. The Association agrees to admit persons to membership without discrimination on the basis of race, color, national origin, gender, military, or marital status, height, weight, religion, disability, genetic information or any other protected status as outlined by State or Federal Law, and to represent equally all employees without regard to membership or participation in, or association with the activities of any employee's organization.

### **ARTICLE 4 - NEGOTIATIONS**

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
2. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions as required by Michigan Law, which is ninety days prior to the expiration date of this Agreement.
3. The District agrees to place a copy of the agreement on the Budget Transparency Link located on the schools webpage. A paper copy may be provided to those requesting one.
4. After tentative agreement is reached, both parties agree to hold ratification votes within thirty (30) calendar days. Each party shall provide written notification to the other within five (5) calendar days of ratification of the results of said ratification. Failure to ratify the Table Agreement within the 30 day period shall cause the Table Agreement to become void.

### **ARTICLE 5 – UNION MEMBERSHIP**

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

## ARTICLE 6 - COMPENSATION

1. The wage for employees shall be set forth in Appendix A of this Agreement. Movement on any wage schedule will occur each as shown on wage schedule in Appendix A, providing the employee has been employed in the system at least six (6) months. Any other employee shall be credited with up to five (5) years of experience on the wage schedule of the new position when transferring to a new classification.
2. An employee must try to obtain the use of a school vehicle first when driving out of district for school business. If that employee is unable to obtain a school vehicle and must use his or her personal vehicle at the request of the District, he or she shall be compensated at the IRS rate per mile.
3. An employee engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiations, including arbitration, at the request of the Board shall be released from regular duties without loss of wage. The cost of a substitute employee, if any, will be shared jointly by the Board of Education and the Association.
4. Full time secretaries may report and be compensated to work during winter break and during spring break.
5. An employee, regardless of skill, if asked to do other than his/her regular work, is expected to help until such work is done, provided, however, all overtime work will be assigned and rotated on an equitable basis. The past practice as applied to maintenance employees will be maintained. Overtime work will be held to a minimum consistent with good operation. Once an employee has accumulated 10 hours of overtime during a pay period, she or he will not be offered overtime until all other employees capable of performing the duties required have been asked and have declined.
6. In the case of an employee being replaced due to a vacation or illness, the replacement will be selected based on seniority disregarding the layoff status of other employees providing the assignment is for 11 days or more. A substitute may be used during the first 10 days. If no one in the building elects to take the assignment, system seniority will be used.
7. Upon retirement through the Michigan Public School Employee Retirement System (MPERS), an employee with ten years or more of service credit as defined by MPERS will be paid \$20.00 (twenty dollars) per day for all unused sick days accumulated with the Lakeview Community Schools.
8. When support staff members are requested by the teacher consultant or therapists (e.g. occupational, speech, etc.) or Administration, to attend or participate in special in-service or training programs and the building principal approves before the training occurs, they will be paid their hourly rate for attendance, and appropriate mileage and the District will pay or reimburse for the cost of the training.
9. Maintenance employees will be provided with uniforms from the district. This clothing will be approved by the Lakeview School Board of Education, District Superintendent and/or the Maintenance Director before purchasing. Clothing purchased with these funds are expected to be worn during the employee's work period. Paraprofessionals that are assigned to recess duty will be given an allowance of \$100.00 (every three years, receipts must be turned in) for winter attire. Examples of approved winter attire: Winter boots, snowsuit, snow pants, winter jacket, hat, mittens, scarf.

## **ARTICLE 7 - VACANCIES AND PROMOTIONS**

1. A vacancy shall be defined as any newly created position or a position that is not filled.
2. The Central Office shall inform the President of the Association in writing of vacancies occurring as to bargaining unit positions with a job description and needed qualifications as detailed as possible and agrees to post known vacancies in all buildings and send notices to all laid off employees. Such vacancies shall be posted for five workdays during the school year and ten workdays during the summer months prior to filling the job, but with concurrence of the association president (or designee), can be posted for 48 hours. Any employee can apply in writing for a posted vacancy and consideration will be given to ability, qualifications, satisfactory evaluations, seniority and skill. If two or more employees within the same classification apply for another job in the same classification, then the employee with the greatest classification seniority will get the job. If the Board determines that two employees outside of the classification applying for the position are equal in skill, ability and qualifications, the employee with the greatest district seniority shall be appointed to the position. If one employee is within the classification then that employee shall be given preference over other employees.
3. Vacancies will first be filled by the Board from the bargaining unit provided the applicant is best qualified (meaning must meet all qualifications from the job posting to perform the tasks of the open position). The Board shall make the determination of equality of qualifications (qualifications to include skill and ability) as listed in the position job description.
4. Anytime a new position is created, that is composed of two or more classifications, this job will be considered a new position. It will be filled under the provisions of section 2 and 3 above.
5. In the event of a job change in, or a transfer from, one classification to another, the bargaining unit member shall be given a forty (40) workday trial in which to show his or her ability to perform the new job. There will be at least two observations by the immediate supervisor (between the 10th and 15th workdays and between the 25th and 30th workdays) during the trial period. The Board shall give the promoted or transferred bargaining unit member reasonable assistance to enable them to perform up to the Board's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his or her previous assignment. If an employee is already serving a forty day trial period, the Board is not obligated to consider that employee for a new vacancy that is posted during that trial period.
6. All applicants for a position will be informed which of them has been selected for the position.
7. Whenever vacancies occur during the summer months when some employees do not regularly work, the Central Office will send notices of vacancies to those employees who have notified the superintendent of an interest in a particular vacancy should it occur. At the same time, a notice will be sent to the Association President listing the names of employees to whom notices were sent.
8. The Board shall notify the Association in writing if any position is being eliminated.
9. In the event of a vacancy due to a leave of absence, a substitute may be used for the duration of the leave. At the end of the leave if the employee who requested the leave does not return from the leave, a posting will be generated.

## **ARTICLE 8 - TRANSFERS**

1. The parties agree that transfers of employees are to be minimized and avoided whenever possible.
2. When a position is eliminated and is later reinstated, the employee transferred out of that position shall be offered the job before it is posted if that employee is qualified as required by state and federal regulations.
3. Any employee, who is transferred to a supervisory or executive position and shall later return to employee status, shall be entitled to retain such rights as he or she may have under the Agreement prior to such transfer to supervisory or executive status.
4. Any employee asked by a supervisor to temporarily assume the responsibilities and duties of another employee for more than three (3) consecutive days, shall receive the rate of pay at their present step in the higher classification for all hours worked thereafter in that classification.
5. For transfers, preference shall be given to those bargaining unit members currently working within the classification in which the vacancy exists over those bargaining unit members working outside of the affected classification.

## **ARTICLE 9 - EMPLOYEE FILES**

1. Each employee shall have the right, upon request, to review the contents of their own personnel file maintained by the District. The review will be made in the presence of an administrator or their designee. Confidential information as defined under FOIA (Freedom of Information Act) shall be exempted from such review. The administrator shall remove such privileged information from the file prior to a review of the file by the employee. A representative of the Association may, at the employee's request, accompany the employee in this review. A written statement, for inclusion in the personnel files, may then be made by the employee.
2. No material of an evaluative nature or written complaint shall be placed in an employee's file without first being presented to the employee. The employee shall be given a copy of all such material and will be asked to sign the Board copy indicating that he or she has read it. Within thirty (30) days of evaluation or written complaints placed in the employee's file, the employee will have the right to attach a statement of remarks or other information which they feel is pertinent to the evaluation or complaint. This statement will be attached to the Board copy of the evaluation/complaint which remains in the employee's file.
3. Any material determined by the Board and Association to be factually in error shall be corrected or expunged from the file.
4. All employees will be evaluated in writing at least once every two years. The performance evaluation should be completed and placed in the personnel file by May 1, but no later than June 1.
5. Evaluations of employees by the supervisor will be based on observed work performed and/or results of work performance of the employee. Supervisors of classroom paraprofessionals will be the building principal.
6. The content of any evaluation is not subject to the grievance procedure.

## **ARTICLE 10 - LEAVE PAY**

1. All twelve month employees will be granted twelve sick leave days per year. All eleven (11) month employees will be granted eleven (11) sick days per year. All school year employees will be granted ten (10) sick leave days per year. Unused sick leave days will be accumulated on an unlimited basis. Sick leave is to be used when the employee is unable to work because of personal sickness, accident or disability.
2. Absence from duty shall be granted after application has been made or notice given for illness in the immediate family. Immediate family is defined as spouse, children, step-children, parents, grandparents, grandchildren, foster children, step-parents, in-law parents, and siblings. These days will be deducted from the sick leave accumulation. The superintendent shall have discretionary powers in interpretation of this section.
3. Up to five (5) days per year shall be allowed for bereavement, these days will be deducted from the individual's accumulated sick leave. Additional days may be granted at the discretion of the superintendent.
4. Personal leave is included in the granting of sick leave above. Up to three (3) days per year may be used for personal business providing that:
  - A. The business cannot be transacted at a time other than during working hours.
  - B. Personal business days shall not be used to carry out activities that are in part or in whole concerned with a second job or activity, from which the individual derives, hopes to derive or intends to derive an income from work apart from the position contracted for with the Lakeview Community Schools.
  - C. Personal business days cannot be used to extend holidays, vacation periods, or breaks unless a specific purpose is stated which complies with the above language as approved by the superintendent.
  - D. A leave request must be submitted to the principal/supervisor at least two (2) working days in advance of the anticipated absence except in cases of unforeseen emergencies. The employee may, but is not required to state the reason for leave. Such leave shall not be used for Association business. The Board has the right to have support staff reschedule non-emergency leaves when qualified substitutes cannot be scheduled to work.
5. An employee that is absent due to an injury incurred in the course of the employee's employment will be compensated according to Worker's Compensation statute. Employee must file a worker's compensation form to their immediate supervisor within 24 hours of the injury.
6. No regular employee shall forfeit accumulated leave days during approved leave of absence periods. However, the employee shall not be eligible to accrue or use sick and emergency leave while on a non-medical leave of absence.
7. All employees will be paid regular pay for jury duty days and no personal or sick leave days will be deducted. Any pay received from the court must be paid back to Lakeview Community Schools.
8. Up to six (6) days may be taken by designated individuals for Association business approved by the Association and duly delegated to these individuals. Costs for substitutes, if any, will be covered by the Association. This does not count against the individual's personal leave. Notice of intent to use an Association business day shall be given to the Superintendent at least three (3) days in advance.
9. Sick days will not be deducted when a person is subpoenaed to testify in court (unless a personal matter) but witness fees, if any, will be returned to the school district.
10. The FAMILY AND MEDICAL LEAVE ACT will be followed as outlined in the Lakeview Community Schools' Board Policy #4430.01.



## ARTICLE 11 - UNPAID LEAVES OF ABSENCE

1. Unless otherwise specified in this Agreement, a leave of absence when granted by the Board of Education shall:
  - A. Entitle the employee to return to employment in the same position from which leave was taken. A refusal of offered employment following the leave of absence shall immediately end this privilege.
  - B. Not entitle the employee to accrual of sick leave.
  - C. Not entitle the employee to advancement on schedule for the time away from actual employment prearranged with the superintendent of schools.
  - D. Not entitle the employee to any school system subsidization of insurance premiums, retirement payments, or unemployment compensation.
  - E. All leaves granted under Article 11 shall be without pay.
  - F. Not entitle an employee to accrue seniority.
2. A leave of absence may be granted, on recommendation of the superintendent of schools for a period not to exceed one (1) year to any employee having successfully completed a period of one (1) school year. The time period is subject to renewal at the request of the employee following written request by the employee. Requests must be made before termination of the leave and shall not exceed one (1) additional year.
3. Any employee whose personal illness extends beyond the period compensated under Article 10 may be granted a leave of absence without pay for one (1) year, subject to renewal at the request of the employee. Upon return from such leave, an employee shall be assigned to the same position, or a substantially equivalent position, if either are available, provided always that the employee is able to perform the duties required by the position, with or without reasonable accommodation that does not impose an undue hardship on the District. The Board may require medical verification prior to commencing and returning from such leave.
4. Employees will be granted a leave of absence upon entry into the armed forces, or for voluntary service duty during a declared national emergency. Employees returning from this military leave shall be given re-employment in the same capacity held before the leave of absence. They shall also be given the benefit of any increments and advancements on schedule which would have been granted to them had they remained in active service with the school system.
5. The Board shall, upon request, grant a leave of absence for the purpose of child birth not to exceed one year. The request for this leave must be in writing and specifying the expected date of birth certified by a physician. The employee should make this request forty-five (45) days prior to the expected date of birth.
6. An employee shall, upon request, be granted a child care leave without pay. The duration of the leave shall be one (1) year, renewable at the discretion of the Board. Any employee wishing to use child care leave must make application at least forty-five (45) days before the expected date of birth.
7. Employees who have been employed by the Board may be granted an educational leave for up to one (1) year. It is agreed that said leave includes, but is not limited to, attending a college, university or other educational institution, and serving as an officer in the Michigan Education Association or the National Education Association.
8. An employee may request days off per year on an unpaid basis. Such requests must be submitted in writing to the superintendent at least 14 calendar days in advance of the requested days and must state a general reason for requesting the leave. The granting of such leave time is subject to the approval of the superintendent and supervisor. No more than one employee per classification will be allowed unpaid leave on the same date without approval of the superintendent and supervisor. Any deviations from the terms of this provision are subject to the approval of the superintendent and supervisor. With good cause shown the 14 day requirement may be waived.

## ARTICLE 12 - HOLIDAYS AND VACATIONS

1. Holidays
  - A. All employees shall have the following days off with pay:
    - Labor Day
    - Thanksgiving
    - Day after Thanksgiving
    - Day before Christmas
    - Christmas Day
    - Day before New Year's
    - New Year's Day
    - Good Friday –Will be paid as a holiday when school is not in session
    - Memorial Day
    - Independence Day (if such holiday falls within the employees scheduled work period)
  - B. If an employee is on vacation on any of the above-named holidays, the day shall be counted as a holiday and not as a vacation. (See Hours and Assignments - Compensable Time Provisions.)
  
2. Vacations
  - A. Paraprofessionals and other school year employees shall not receive vacation leave with pay.
  - B. Eleven (11) Month Employees shall be allowed vacation time as follows:
    - After one year of continuous service – 5 days
  - C. Twelve (12) month employees shall be allowed vacation leave with pay as follows:
    - After one year of continuous service - 10 days
    - After five years of continuous service - 15 days
    - After ten years of continuous service - 20 days

For employees changing from a classification having no vacation benefits, to a classification having a vacation benefit, the employee must complete one year in the new classification before being eligible for a vacation. Vacation days will be determined based on the new classification seniority date.

- D. Vacation credits shall not accumulate without written permission from the superintendent.
- E. Absence on account of sickness, injury, or disability in excess of that herein authorized for such purpose may be charged against vacation credit, at the option of the employee.
- F. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive, at their request, any unused vacation allowance at their current rate of pay, pro rata.

## ARTICLE 13 - GRIEVANCE PROCEDURE

1. Definition: A "grievance" is hereby defined as a claim by an employee, group of employees, or the Association, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. Purpose: This grievance procedure affords the sole and exclusive remedy for grievance complaints under the Agreement. Nothing contained herein shall be construed as limiting the right of an employee with or without a grievance to discuss a problem or concern with an appropriate member of the administration, or for an administrator to discuss a problem or concern with an appropriate representative of the Association.
3. Limitation: No grievances shall be made, filed or processed based on facts or events which have occurred and/or become known to or reasonably should have been known by the grievant(s) prior to ten (10) days, before the grievance is filed. Time limit may be extended by written mutual consent.
4. Procedure: Grievances shall be processed from one step to the next in the grievance procedure within the limits prescribed. Any grievance upon which an appeal is not taken within the limits prescribed, shall be closed upon the basis of the action last taken by the party against whom the complaint was filed.
5. Initiation: Any formal grievance process will be initiated by the filling in and signing of the Grievance Report Form, Appendix D and available from duly authorized personnel of the Association and the Board.
  - STEP 1: The Association, any employee or group of employees, believing there is a grievance as defined in "1" above, shall initiate the grievance as provided in "5" if it does not exceed the limitations of "3". A meeting will be set up within five (5) days to seek normal adjustment of same with the building principal or other designated building administrator. The representative of the Board shall principal or other designated building administrator shall indicate his/her disposition in writing within five (5) days of the meeting and shall furnish a copy to the grievant and the Association.
  - STEP 2: In the event the matter is not resolved under Step 1, the grievance shall be submitted to the superintendent of schools within five (5) days, of receipt of the written disposition issued at Step 1. Within five (5) days of the filing at Step 2, a meeting will be held to resolve the grievance. Within five (5) days of the meeting, the superintendent shall issue his written disposition of the grievance.
  - STEP 3: If the decision rendered at Step 2 is not an acceptable resolution of the grievance the Association may within ten (10) days appeal the grievance in writing to the American Arbitration Association. Notice of the filing for arbitration shall be sent simultaneously to the American Arbitration Association and the Board. Lack of notice being sent within the ten (10) day period shall indicate abandonment of the grievance. The rules of the American Arbitration Association shall apply to all further proceedings on the grievance.
6. The arbitrator selected shall confer with the parties and hold hearings promptly and will issue his or her decision not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his or her findings of fact, reasoning, and conclusions on the issues submitted. The parties, if mutually agreeable, may choose expedited arbitration in lieu of the normal proceedings.
7. The arbitrator has 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/or section(s) of this Agreement have been violated and, if so, providing for an appropriate and just remedy for the violation. The arbitrator shall not usurp the functions of the Board of Education or the Association, or the proper exercise of its judgment under law and this Agreement. The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding on all parties.
8. The arbitrator's fees and other expenses of arbitration shall be divided equally between the parties. Each party shall bear its own expense in connection therewith. Any employee needed to testify at the proceedings shall be given release time for the amount of time required for his or her testimony; provided, such release time does not unreasonably interfere with school operations, but without compensation except as may be paid by the party calling the employee or by made up time.

9. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times and intervals and in a manner as not to interfere with work of employees.
10. The Association may initiate a grievance directly at Step 2 when either of the following conditions applies:
  - A. A grievance involves a group of employees or an issue which applies to the unit as a whole, or;
  - B. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor.
11. Grievances involving an appeal of discharge or suspension shall be initiated directly to Level 2 within ten (10) calendar days, excluding weekends and holidays, of receipt of written notice as provided above.
12. A grievance may be withdrawn at any level without establishing a precedent.
13. The number of days indicated at each level above should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representatives of each party.
14. All available information in the form maintained by the Board necessary for the determination and processing of any grievance shall be provided by the administrator for the maintaining of that information upon request to the parties involved in the grievance. This provision is not intended to preclude presentation of evidence at arbitration.
15. The term "days" as used in this article shall refer to weekdays excluding Saturday, Sunday and holidays.

#### **ARTICLE 14 - EMPLOYEE PROTECTION**

1. Any case of criminal assault upon an employee which had its inception in a school centered problem shall be reported immediately in writing to the superintendent or his designated representative. In the event of such an assault, the employee involved may request assistance of the Board in such matter. These requests shall be made in writing to the superintendent. The Board of Education will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault.
2. Time lost by an employee in connection with any criminal assault upon the employee not compensable under worker's compensation, and for a period not to exceed nine (9) months, shall not be charged against the employee unless he himself is adjudged guilty of an offense by a court of competent jurisdiction.
3. The Board will reimburse the employee for loss, damage or destruction of personal property which was used on school premises, when such property is needed or used in the normal work of the employee, when such property is registered with the immediate supervisor in written form, and when the loss, damage or destruction is not the result of the employee's negligence, not to exceed \$500.00.
4. An employee who considers a working condition hazardous shall immediately report it to his/her supervisor.
5. Before any meeting is called from which disciplinary action may result, the employee shall be notified and shall be entitled to have present a representative of the Association. If an association representative is requested to be present, no longer than two (2) working days may lapse before such meeting is held. In no event shall the administration be restricted from taking such protective action as the administration may determine to be necessary to protect the rights of students and others prior to the meeting.
6. No non-probationary employee shall be disciplined or reduced in rank or compensation by the Board or its designee without just cause. Reduction in hours as per Article 19 (Hours and Assignments), Section 2 shall be considered just cause for reduction in compensation.

## **ARTICLE 15 - SENIORITY AND PROBATIONARY PERIOD**

1. A copy of the complete seniority list showing district seniority for the members of the bargaining unit will be maintained at the school offices and made available for inspection during business hours, and a copy will be provided for the Association on or before October 1 of each year. Such list shall include all individuals who hold seniority as a result of this Agreement.
2. In the event that more than one individual has the same seniority date, placement on the seniority list will be determined by lottery. Affected employees and a representative of the Association will be provided the opportunity to be present at such drawing.
3. Seniority shall date from an employee's starting date of continuous employment in a regular position by the school district. An employee's seniority shall entitle him or her only to such rights as are expressly provided in this contract.
  - A. District seniority is the length of an employee's full time equivalent service from their starting date of continuous employment by this school district.
  - B. Employees who work less than ten (10) hours per week shall accrue one quarter (1/4) seniority; employees who work ten (10) hours, but less than twenty (20) hours per week, shall accrue one half (1/2) seniority; employees who work twenty (20) or more hours per week shall accrue full seniority.
4. Newly hired full-time employees and part-time employees shall serve a probationary period of forty (40) work days, uninterrupted by any break in service, during which time they will be termed "probationary employees." Probationary employees' service with the school district may be terminated at any time by the Board in its sole discretion and neither the employee so terminated nor the Association shall have recourse to the grievance procedure over such termination.

During the probationary period an employee who desires the employee negotiated fringe benefits may pay for them at the group rate until such time as this probationary period has ended when they will be paid for by the Board.

5. An employee promoted or transferred from a job classification in the bargaining unit, either before or after certification of the Association, to a supervisory position shall retain the seniority he or she had at the time of such promotion or transfer and shall continue to accumulate seniority while he or she is in such supervisory position for a period of one (1) year. Such employee shall have a right to return to the bargaining unit and be placed on the job to which his or her seniority would entitle him or her if his or her employment with the district has remained unbroken.
6. Any employee who has been incapacitated at his or her regular work by injury or compensable occupational disease while employed by the district may be employed at other work on a job that is operating in the district and which he or she can do without regard to any seniority provisions in this Agreement.
7. An employee will lose seniority if he or she quits, is discharged for just cause, fails to return from a recall, or retires.

## **ARTICLE 16 - REDUCTION OF PERSONNEL**

### 1. Layoff Defined

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to decreased student enrollment, change in student day, shortage of revenues, or change in work systems as per Article 19, Section 15.

### 2. Layoff Notice

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least fifteen (15) working days prior to the effective date of the layoff. Layoff notification applies to current school year only and does not extend into the next school year.

### 3. Layoff Procedure

#### A. Qualifications Defined

Qualifications for each classification are defined by state and federal requirements as well as the most current job description on file. The Board has the right to update job descriptions to conform to any changes in state and federal requirements.

#### B. In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members when possible in the affected classification, then the least senior bargaining unit members as defined in Article 15 §4(a & b), for that classification. In some cases, programs may be eliminated versus the least senior bargaining unit member's position. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

### 4. Recall

Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any open position for which they are qualified as outlined in Section 3 above.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall shall state the time and date on which the employee is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his or her current mailing address.

A recalled bargaining unit member shall be given at least ten (10) working days' notice to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee responds to the employer in writing within the ten (10) working day period.

Bargaining unit members recalled to full-time (or equivalent hours of their prior position) work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work or equivalent hours of their prior position for which he or she is qualified shall forfeit his or her seniority rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his or her rights to recall to an equivalent position. Employees on layoff shall accrue seniority during layoff for a maximum period of one (1) year.

### 5. Partial Layoffs

In instances where full time or part time positions have been reduced, the employee will have the opportunity to:

- A. Bump into a full time position or part time position respectively of which he or she is qualified of the least senior employee
- B. Maintain the reduced position
- C. Chose a voluntary layoff.

### 6. Non-probationary employees shall retain their right to recall for a period of three (3) years from the effective date of layoff. Probationary employees shall retain their right to recall for a period of one (1) year from the effective date of layoff.

## **ARTICLE 17 - MISCELLANEOUS PROVISIONS**

1. The Association shall be provided bulletin board space for the posting of Association notices and other materials and shall be entitled to use the school messenger service when the same is otherwise in service (in other words, no special service for the Association).
2. The Association shall have the right to use the school building facilities, at reasonable times and intervals, for Association meetings before or after regular class hours. Such meetings shall not be conducted in a place, or at a time, which might interfere with school activities, including extra-curricular activities conducted after regular class hours. Prior notification of intent to hold a meeting shall be given and the superintendent or designee shall designate the room in which the meeting is to be held. The Association shall have the right at reasonable times and intervals the use of school office equipment and all types of audio-visual equipment. Such use may be limited under reasonable rules and regulations generally applicable to use of such equipment by other than regular school operating personnel. The Association shall pay for the cost of all materials and supplies used in conducting Association business.
3. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times and intervals and in a manner as not to interfere with normal operations and the work duties of employees.
4. All rights as to building and equipment usage are lost to the Association during times of a work stoppage.
5. If any provision of this Agreement or any application of the Agreement to any employee in the bargaining unit is held by a court of final jurisdiction to be illegal or unlawful, the same shall not affect or impair the validity of any other provisions contained in this Agreement.
6. Matters which the Association wishes to be brought to the Board of Education for consideration shall be placed on the agenda in accordance with the rules and regulations of the Board as the same may from time to time exist as to agenda scheduling.
7. When inclement weather makes it unsafe for buses to be on the roads, making it necessary to close school for students, secretaries and maintenance employees will report to work during inclement weather days. Secretaries will report to work on a 9:00 AM – 3:00 PM schedule (at a minimum). Maintenance hours will be dependent on weather conditions and facility emergency situations as determined by immediate supervisor. They will be granted up to two paid days off at a time approved by their supervisor. On an inclement weather day, secretaries may contact the supervisor to ask for the day off, the supervisor may approve this request.  
  
When inclement weather makes it unsafe for buses to be on the roads, making it necessary to close school for students, paraprofessionals will not report but will be paid for up to two days. All support staff have the option of using vacation, sick, personal or unpaid leave to compensate for inclement weather days between the third and sixth day. If unpaid leave is chosen, this option will not affect Article 10 Section 9.
8. The Board shall issue a pass, upon advance request, to an employee for any school sponsored event. Receiving this pass signifies the employee's willingness to help (crowd control, student behavior, etc.) if so requested by the sponsor in charge.

## ARTICLE 18 – INSURANCE

1. For employees who currently work 30 hours a week or more, the Board shall provide a comprehensive hospital, medical and surgical insurance program with a prescription program. The deductible for the medical plan will be as follows: In network deductible of \$1,350 for single coverage and a \$ 2,700 family aggregate deductible, out of network deductible shall be \$2,700 for single coverage and a \$5,400 family aggregate deductible. In network co insurance of 100% after deductible and 80% out of network with a maximum of \$3,500 for single coverage and \$7,000 for family coverage. Deductibles are subject to change based on IRS regulations. Employees will be responsible for the full insurance deductible.

The employee will pay 20% of the total annual insurance cost. The employees' portion of insurance premiums will be made through payroll deduction on a pre-tax basis, if possible. Any change in insurance shall be mutually agreed upon. The Board reserves the right to impose the statutory limits for health care rates (hard cap).

The Prescription coverage will be a \$5/\$25/\$50 co-pay. The first tier will be generic drugs, second tier preferred brand name, and third tier non-preferred brand name. The formulary will have prior authorization and step therapy.

The Board will provide a qualified plan for the purposes of meeting Section 125 of the IRS Code for the duration of this contract.

- A. All employees that are full time 12 month employees will receive insurance coverage up to full family coverage. Twelve month employees, working 30 hours a week or more, who choose not to take the health insurance, will receive cash in lieu in the amount of \$3,600 per school year.
  - B. All other employees, who work thirty (30) hours or more per week, will receive single member insurance coverage. Employees working 30 hours a week or more, who choose not to take the health insurance will receive cash in lieu in the amount of \$3,000 per school year.
  - C. Employees hired before July 1, 2005, who are currently provided an insurance program, that are between 25 and 30 hours a week, will be grandparented to receive up to full family coverage. Employees working twenty-five (25) to thirty (30) hours per week, will receive cash in lieu in the amount of \$1,800 per year.
  - D. A committee shall be established and co-chaired by the Superintendent and the LESPA President or LESPA Chief Negotiator and include teachers, administrators and support staff. This committee is charged with reviewing insurance options for the succeeding year and shall report out their findings to the Board and respective association(s) in the form of a non-binding recommendation(s).
2. The Board shall provide at no cost to all employees and their eligible dependents a dental plan with a 100/50/50/50 coverage with a \$1000 max per person per plan year for all services except orthodontia which will have an adult orthodontic rider and a \$1,000 lifetime benefit.
  3. The Board shall provide at no cost to all employees and their eligible dependents a vision plan.
  4. The Board shall offer Supplementary Insurance that is comparable and like to current plan. (Sun Life Plans)
  5. The Board shall provide at no cost to employees, working 20 hours or more per week, \$5,000 Life, AD&D, and Long Term Disability insurance Long Term Disability Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$3,500 and shall begin after the expiration of 90 consecutive calendar days.



## ARTICLE 19 - HOURS AND ASSIGNMENTS

1. The normal work week shall be Monday through Friday.
2. The normal work week will be:  
Maintenance - 8 hours per day/40 hours per week.  
Secretaries - 8 hours per day/40 hours per week. All building secretaries will follow an eleven (11) month work calendar, beginning on the first day in August while ending on the last day of June. Work starting and ending dates will be adjusted as necessary to accommodate changes in the school calendar.  
Paraprofessionals – varies, dependent on student(s) assignments.

In the event of a necessary reduction due to decreased student enrollment, change in student day, change in work system as per Section 15, or shortage of revenues, lay off language will go into effect.

3. In instances where full time or part time positions have been reduced, the employee will have the opportunity to bump into a full time position or part time position respectively, of which he or she is qualified of the least senior employee, maintain the reduced position, or chose a voluntary layoff.
4. Each employee working over four (4) hours per day shall receive an uninterrupted, duty free lunch period of thirty (30) minutes. With the approval of that employee's supervisor, the employee may elect to work through his/her lunch period and leave work one-half hour early.

Each employee shall receive one ten (10) minute break for every four hour period worked. The rest break will be scheduled with the employee's supervisor.

Employees shall be allowed to leave their buildings and/or work stations during their lunch periods and shall be allowed to leave work station during rest periods.

5. Employees required to work shifts at different buildings shall be reimbursed at the mileage rate listed in Article 5, Section 2, for the round trip between the buildings (if personal vehicle is used).
6. Employees shall give notice of absence as soon as possible to his/her supervisor.
7. Employees who do not work in the summer months will be notified of the date they are to return for the next school year within a reasonable time following the adoption of the school calendar.
8. Hours worked over forty hours per week, will be compensated at time and one-half or an equivalent time and one-half off at the discretion of the superintendent and/or designee. Compensable time will be taken at a mutually agreed upon time, and if not agreed, at the end of the pay period. Compensable time may not exceed more than 40 hours in a fiscal year, and is to be used up by June 30.
9. An employee who is requested to report for work on an unscheduled day and who does report shall be provided with a minimum of two (2) hours pay. If this results in a work week of over 40 hours shall be compensated at time and one half.
10. All employees shall be issued the supplies, materials, tools and equipment necessary to complete assigned duties.
11. The Board of Education shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.
12. When additional summer work is required excluding funded programs, school year employees, provided they are qualified, will be given the first opportunity to work. Selection shall be based on seniority.
13. On days listed as "no school" on the school year calendar, maintenance and secretaries shall work if work is scheduled. Said scheduled work shall be divided on an equitable basis by classification. If no work is scheduled, and if the employee wishes, he or she may schedule a vacation day, otherwise it shall be considered a day off without pay.

14. The Board will work collaboratively with LESPA, however the Board reserves the right to explore and implement work systems that may modify present job descriptions and work routine, but such modifications shall not result in the hiring of personnel not already in the bargaining unit (unless additional employees are needed) and shall be subject to all other language found in Article 19 and Article 16.
15. Paraprofessionals shall not be responsible for supervising students during a teacher's absence, unless mutually agreed upon or until a qualified substitute teacher arrives.
16. On in-service days, all staff may be required to attend and will be paid their hourly rate for that in-service.
17. Normal bargaining unit work will not be performed by supervisors on a regular basis with the exception of maintenance.

## **ARTICLE 20 - SCHOOL IMPROVEMENT PLAN**

1. The provisions contained in this article shall apply to all school improvement plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919(919b) MSA. This includes plans developed on both the district-wide level and the building level.
2. The Master Agreement may not be modified in whole, or in part, except by mutual written agreement by the Association and the Board of Education.
3. Participation by the employee is voluntary.
4. Participation or non-participation shall not be used as the sole criteria for evaluation, discipline or discharge.
5. School board members, school building administrators, teachers and other school employees, pupils, parents of pupils attending that school, and other residents of the school district shall be invited and allowed to voluntarily participate in the development, review, and evaluation of the districts school improvement plans.
6. If SIP meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings.

## **ARTICLE 21 - SELF IMPROVEMENT**

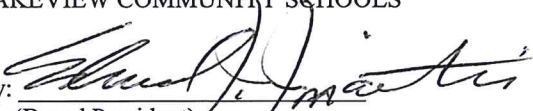
1. The District will periodically offer to the support staff, professional development opportunities. Staff participating in professional development that is mandated by the district will receive his or her hourly compensation. Professional development that is not mandated by the district will be offered on a voluntary basis. Staff participating in these voluntary opportunities will not receive compensation.
2. If a paraprofessional has been determined by another school district and has proof of certification as required by the Michigan Department of Education as meeting the requirements of the ESEA, then she or he shall be considered by the district as meeting the requirements, upon documentation filed in his or her personnel file.


**ARTICLE 22 - DURATION OF AGREEMENT**

The provisions of this Agreement shall be effective as of July 1, 2018, and shall continue in full force and effect until the 30th day of June 2020. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

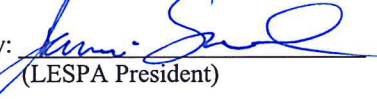
BOARD OF EDUCATION  
LAKEVIEW COMMUNITY SCHOOLS


By:   
(Board President)

By:   
(Superintendent)

And By:   
(Board Secretary)

LAKEVIEW EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, an  
affiliate of the Michigan Education  
Association and the National  
Education Association

By:   
(LESPA President)

By:   
(Chief Negotiator)

## APPENDIX A- WAGE SCHEDULE

- 2018-19: Steps and 2% salary increase, effective July 1, 2018.
- 2019-20: Steps and 2% salary increase, effective July 1, 2019.

PARAPROFESSIONAL		
Step	2018-19	2019-20
1	\$10.56	\$10.77
2	\$10.86	\$11.08
3	\$11.31	\$11.54
4	\$11.85	\$12.09
5	\$12.46	\$12.71
6	\$13.13	\$13.39

CLERICAL		
Step	2018-19	2019-20
1	\$12.90	\$13.16
2	\$13.82	\$14.10
3	\$14.36	\$14.65
4	\$15.17	\$15.47
5	\$15.79	\$16.11
6	\$16.40	\$16.73

MAINTENANCE/MECHANIC		
Step	2018-19	2019-20
1	\$15.29	\$15.60
2	\$16.24	\$16.56
3	\$17.29	\$17.64
4	\$18.26	\$18.63
5	\$19.03	\$19.41
6	\$19.87	\$20.27

1. Employees qualify for longevity pay after twelve consecutive years with Lakeview Community Schools. Layoff periods shall not be counted as a break in consecutive service. At the start of their thirteenth year, qualified employees will be granted a \$.30 (thirty cents) per hour increase.
2. All full time support staff will be eligible for a \$100.00 bonus at the end of the school year for no absences during the year, and a \$50.00 bonus for just one absence. Any part of a day will be counted as one absence. Part time support staff will be rewarded at one-half of the above listed amounts. Full time is defined as those eligible for full benefits. Absences which are deemed school related business will not count against this incentive.

APPENDIX B

Lakeview Community Schools  
**GRIEVANCE PROCEDURE SCHEMATIC**

Step 1: An Event Occurs

Grievance Filed	Within 10 School Days
Meeting with Principal	Within 5 School Days
Principal's Decision Filed	Within 5 School Days

Step 2: Decision Lodged with

Superintendent or Association	Within 5 School Days
Meeting to Resolve, with Superintendent	Within 5 School Days

Step 3: Written Appeal for Arbitration

Arbitrator's Conference	Promptly
Arbitrator's Hearings	Promptly
Arbitrator's Decision	Not later than 30 days after close of Hearing



Signature

Date

**STEP 2**

1. Date Received by Superintendent or Designee

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2. Disposition of Superintendent or Designee

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Signature

Date

3. Position of Grievant and/or Association

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Signature

Date

**STEP 3**

1. Date Submitted to Arbitration

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2. Disposition & Award of Arbitration

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Signature

Date

APPENDIX D  
**Non-Discrimination Policy**  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972  
TITLE II OF THE AMERICANS WITH DISABILITY ACT OF 1990  
SECTION 504 OF THE REHABILITATION ACT OF 1973  
AGE DISCRIMINATION ACT OF 1975

**Section I**

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

Superintendent or designee  
Lakeview Community Schools  
123 Fifth Street Lakeview, MI 48850

**Section II**

The person who believes a valid basis for grievance exists shall discuss the grievance informally and on a verbal basis with the local Civil Rights Coordinator, who shall in turn investigate the complaint and reply with an answer to the complainant within five (5) business days. The complainant may initiate formal procedures according to the following steps.

- Step 1 A written statement of the grievance signed by the complainant shall be submitted to the Local Civil Rights Coordinator within five (5) business days of receipt of answers to the informal complaint. The coordinator shall further investigate the matters of grievance and reply in writing to the complainant within five (5) days.
- Step 2 A complainant wishing to appeal the decision of the Local Civil Rights Coordinator may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Coordinator's response. The superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.
- Step 3 If unsatisfied, the complainant may appeal through a signed, written statement to the Board of Education within five (5) business days of receiving the superintendent's response in step two. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representative within forty (40) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) days of this meeting.
- Step 4 If at this point the grievance has not been satisfactorily settled, further appeal may be made to the Office for Civil Rights, Department of Education, Washington, D.C. 20202.

Inquiries concerning the nondiscriminatory policy may be directed to Director, Office for Civil Rights. Department of Education, Washington, D.C. 20202.

The local Coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's office.