# **MASTER AGREEMENT**

between

**Lake Orion Community Schools** 

and

Lake Orion Education Association MEA/NEA

July 1, 2018 until June 30, 2021

#### RECOGNITION

#### **CONTRACT AGREEMENT**

The Board of Education of the Lake Orion Community School District, hereinafter referred to as the "Board", and the Lake Orion Education Association, MEA/NEA, hereinafter referred to as the "Association", enter into the following agreement: From July 1, 2018 through June 30, 2021.

#### WITNESSETH

- I. WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Lake Orion Community School District is their mutual aim, and
- II. WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating programs designed to improve the educational standards, and
- III. WHEREAS, the Board has a statutory obligation pursuant to the Michigan Public Employment Relations Act, Act 379 of the Michigan Publics Act of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment and
- IV. WHEREAS, the parties have reached certain understandings which they desire to confirm in the agreement,
- V. In consideration of the following mutual covenants, it is agreed as follows:

#### **ARTICLE I – RECOGNITION**

- A. The Board hereby recognizes the Lake Orion Education Association, MEA/NEA as the designated and sole bargaining and negotiating agent for all personnel under written contract including DK-12, teachers, teachers in the Learning Options program, on leave or layoff or covered by letter of employment with the Lake Orion School District, excluding supervisory personnel as defined under the Michigan Public Employment Relations Act, and members of the Adult and Community Education program not employed as regular DK-12.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. Within this agreement staff/personnel/teacher are interchangeable.

#### ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

- A. The Board herby agrees that teachers under written contract or covered by letter of employment shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other converted activities for mutual aid and protection.
  - The Board agrees that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement.
- B. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The legal rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the use of school facilities according to the written policies of the Board of Education. The cost of hourly personnel required, materials, equipment use, additional maintenance and other expenses related to such use shall be charged to the Association at the school district cost.
- D. Listed Association Representatives and officers of the Association shall be permitted to transact official Association business on school property with members of the Association, provided that this shall not interrupt normal school operation, or interfere with the discharge of individual duties. The Association shall provide a list of Association representatives and the Association officers to the Board.
- E. The Association shall have the privilege to use school business machines and audio-visual equipment or other technology as needed when such equipment is not otherwise in use, after arrangements have been made with the building Principal. The Association will pay for the cost of all materials and supplies incidental to such use based on school district cost.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on the teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use building mailboxes for communication to teachers. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association.
- G. The Board agrees to furnish to the Association in response to requests, from time to time, all readily available information concerning the financial resources of the district and such other readily available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
- H. The President of the Lake Orion Education Association, MEA/NEA or designated representative shall be given the opportunity to discuss with and advise the Administration with respect to changes or alterations within the areas of education policies and curriculum as contemplated by the Lake Orion Board of Education.

# **ARTICLE II - ASSOCIATION AND TEACHER RIGHTS (continued)**

- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teachers or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers so long as such activities do not disrupt the education process of the District. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless such personal activities extensively reduce the effectiveness of a teacher while performing assigned duties.
- J. This agreement shall not interpreted or applied to deprive teachers of professional advantages heretofore enjoyed, nor shall it deprive the Board of previously established rights and responsibilities, unless expressly stated herein.
- K. The duties and responsibilities of any teacher will not be significantly altered or increased without the teacher being given an opportunity to discuss the change of duties and responsibilities with the Administration. The teacher may choose to be accompanied by the Association Representative during any such discussions.
- L. The association President may, with building principal approval, be exempt from instructional duties and may leave the building immediately after dismissal of students.

Further, the Association President may leave the building during his/her conference time or when not responsible for students, with the knowledge of the building principal. In order to continue in a collaborative fashion to solve the mutual problems, the Association President needs to be accessible to the membership as well as the Administration. The District and the Association also agree that there may be times during school business hours needed to address the issues related to the collaborative efforts of both sides.

# **ARTICLE III - MANAGEMENT RIGHTS**

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school district to the full extent authorized by law (i.e., SBI of 1993, P.A. 112 of 1994, P.A. 5128 of 1994) and the terms and conditions of this agreement.

# **ARTICLE IV - NONDISCRIMINATION CLAUSE**

- A. The Board and the Association agree that in matters concerning hours, wages and conditions of employment, they will not discriminate on the basis of race, color, religion, height, national origin, gender, disability, age, marital or family status, military status, ancestry, genetic information or any other legally protected category.
- B. Both parties agree that in matters of administration, as well as in the discharge of individual duties, and in the processing of grievances, neither party shall be arbitrary, capricious or discriminatory.

#### ARTICLE V - TEACHING HOURS AND CLASS LOAD

A. Teacher hours of duty shall be:

Seven (7) hours and forty-five (45) minutes per day

B. Starting time and completion time will be established by the Board and Administration for each building.

Each high school and middle school teacher will be provided one (1) conference period during the student day. The length of such period for the middle school shall be the same as the regular class period. Elementary teachers (grades K-5) will be provided 225 minutes per week for planning. Each planning session will be no less than 25 minutes in duration.

- C. The instructional time for all positions shall be in compliance with state requirements. The middle school teachers shall be required to teach a maximum of six (6) classes per day and the high school teachers shall be required to teach a maximum of five (5) on a 6 period student day and 6 periods per day on a 7 period student day. While 4 x 4 block scheduling exists in the high school, teachers shall be required to teach a maximum of three (3) periods per day. In a modified block schedule, teachers shall be required to teach a maximum of 4 periods per day.
- D. All teachers shall be entitled to a duty free lunch period of not less than thirty (30) minutes.
- E. The Board shall make every effort to schedule classes to end no later than 4:00 p.m.
- F. When substitutes are not available for classroom assignments, due to teacher absences, the following steps will be taken by the Administration:
  - 1. Volunteers from a sign-up list will be asked to fill classroom voids.
  - 2. When the above step has been exhausted, teachers will be assigned on a rotating basis to fill classrooms.

Teachers will be reimbursed at the follow rates per class periods for all such assignments:

High School \$27.00

Middle School \$27.00

Elementary \$27.00

Teachers shall accept assignments from administrative personnel during assemblies or special programs that fall during the school day without reimbursements.

Effort will be made by Administration to maintain media center effectiveness by avoiding assignment to the media center of classes for which teachers or substitute teachers have not been obtained. In the event that media specialists are assigned to a class, in lieu of a substitute, the above rates shall apply. Under these circumstances the media center shall remain open. (Should it become necessary to place more than one class in the media center it can done only with the consent of the media specialists, who may then close the media center to general use.)

# **ARTICLE V - TEACHING HOURS AND CLASS LOAD (continued)**

- G. If an elementary teacher's class load is increased by five (5) or more students, due to the unavailability of a substitute teacher, the teacher shall be reimbursed at the following rate per clock hour: \$27.00.
- H. It is mutually recognized that Art, Music, Physical Education, Industrial Technology, World Language and Special Education Instruction are necessary components of a well-rounded educational program. Therefore, every effort will be made by the Administration to obtain qualified substitute teachers when these teaching specialists are absent.
- I. The Board will provide supervision to relieve all elementary teachers from cafeteria and recess duties. There will always be an assigned teacher on call. The Board will provide personnel in the secondary schools during the lunch period to assist teachers with the assigned supervisory cafeteria duties.
- J. In the event that inclement weather makes it impractical to hold outdoor recess, indoor programs will be scheduled within the individual buildings. These programs will be supervised by staff associates. There will always be an assigned teacher on call for emergencies.
- K. The building staff and Administration shall establish the dates and times of parent/teacher conferences consistent with the school calendar and the guidelines as established annually by the Association and Board through CMC.
- L. All employees covered by this contract shall attend normal conferences per their building(s) schedule. Conflicts occurring as a result of other district commitments will require the employee to submit for approval, prior to conference, to the supervisor, an alternative equivalent schedule to make up for missed conference time. The alternative schedule must be outside of the normal teacher work day.
- M. Teachers of grade DK-5 who must administer district and/or state language arts assessments, to meet state and/or district assessment requirements will be given substitute time as follows:

DK/1 – One full day per semester Grade 2 – One and one half days per semester Grades 3-5 – One full day per semester

The release time is for assessment and/or data entry. The use of the substitute will be coordinated with each building administrator.

#### **ARTICLE VI – TEACHING CONDITIONS**

Conditions of this Article apply to present teaching methods and systems now in effect in this District. Pupil-teacher ratios shall be consistent with recommended good practice. It is agreed that computer labs, art and music rooms should be used for their designed functions.

Class loads are agreed to be the following:

Elementary	<b>Desired Class Size</b>	<b>Maximum Limits</b>
Developmental Kindergarten	20	22
Kindergarten	23	25
Grades 1 & 2	24	27
Grades 3, 4 & 5	25	28
P.E. (K-5)	Same as above at each grade level	

Middle School*	Desired Class Size Max.	<b>Maximum Limits</b>	
Middle 6-8	28	30	
P.E. Middle	33	40	
Counselors	1/375	1/400	

<sup>\*</sup>Class size shall be calculated using an average of classes taught

High School 9-12*	Desired Class Size Max.	<b>Maximum Limits</b>
Classroom	30	31
Industrial Tech	22	24
P.E.	35	45
Counselors	1/375	1/400

<sup>\*</sup>Class size shall be calculated using an average of classes taught

Special Education As per state guidelines

- 1. For the purposes of calculating class size maximums Team Taught classes shall not be used in the calculation of the average.
- A. In an elementary split classroom the load will not exceed the lowest class size, in the above table, of the two (2) grades involved.

Teachers of a split classroom will be compensated with a \$1000 stipend and supported with a paraprofessional for a maximum of three (3) hours per day.

The above desired and maximum limits do not apply to music programs or similar activities normally involving larger groups.

In cases where maximum class size at the elementary level or class size averages at the secondary level exceed the limits as established in this article, resulting in an "overload" and/or when any one class period exceeds thirty four (34) as the high school level or thirty three (33) at the middle school level or

# **ARTICLE VI – TEACHING CONDITIONS (continued)**

when concern about the make-up of the given class exists: The teacher(s) meets with the building administration and LOEA building representative to see a solution. Solutions shall be implemented as soon as possible with the exception of hiring new staff. That decision may wait until after student count day to ensure funding for additional students. Such solution may include, but not limited to, the following:

- Moving students
- Additional supplies and/or materials
- Substitute to allow teacher release time
- Staff Associate time
- Hiring an additional teacher
- A mutually agreed upon solution based on individual needs of a teacher

If after three (3) weeks no solution has been reached, the Superintendent, or his/her designee, and Association President shall meet and formulate a solution within five (5) school days.

- B. The Board and the Association recognize that appropriate technology, texts, library reference facilities, maps and gloves, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are to be available at the beginning of each school year. Prompt notice of reasonable teacher needs and early ordering of materials will serve to assure proper availability of supplies except in cases where the supplier is at fault. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes promptly, to implement all joint decisions therein made by its representatives and the Association. The Board agrees at all times to keep the schools equipped and maintained with budget limitations as established by the Board. The Board shall make every effort to equalize quality and availability of materials and equipment amongst buildings.
- C. The Board agrees to make available to each school duplicating facilities, a computer and printer to aid teachers in the preparation of instructional materials.
- D. The Board shall make available in each building adequate restroom and lavatory facilities exclusively for teacher use and at least one room, adequately furnished, which shall be reserved for use as a faculty lounge. Private restroom facilities will be provided in existing buildings as far as it is practical if school finances permit.
- E. Adequate parking facilities shall be made available for use by teachers and every effort shall be made to properly maintain them.
- F. In specialized classes every attempt will be made to limit the number of students assigned to the class stations available.
- G. The District will make every effort not to schedule teachers of grades 6-12 to more than three (3) preps. Home room at the high school and the STAR program at middle school are not considered preps.

# **ARTICLE VI – TEACHING CONDITIONS (continued)**

In cases where a teacher has more than three (3) preps, the teacher will notify the building administration to reach a solution. Possible solutions include but are not limited to:

- Release time with a substitute
- Staff Associate time
- Additional supplies and/or materials
- Other mutually agreed upon solution(s) by teacher and administrator

#### **ARTICLE VII - DEPARTMENT CHAIRPERSONS**

#### **BUILDING LEVEL**

Building Level Department Chairperson shall be selected at the secondary level on an annual basis by the building principal, subject to approval by the Assistant Principal of Curriculum, Instruction and Assessment for curricular areas.

#### Curricular areas shall be the following:

1 FTE = \$325 (equivalent to more than one full time position at level/grade excluding FTE for the Department Chair)

#### **HIGH SCHOOL**

Fine Arts Mathematics
Business and Computer Education Physical Education
Counseling Science
Language Arts Social Studies
World Language Special Education
Life Management

**MIDDLE SCHOOL** 

Math - \$1200 ELA - \$1200 Special Education - \$1000

Social Studies - \$1200

#### DISTRICT LEVEL

District level chairpersons shall be selected by the Assistant Superintendent of Curriculum Instruction Assessment subject to Superintendent approval, for areas related to the instructional program of the district. All curricular recommendations, including request for curriculum modifications, new course, and/or instructional resources will be in accordance with the DDCC Policy. Each full-time chairperson serving in a curricular area (Language Arts/English, Math, Science or Social Studies) shall be paid \$1500. Each full-time chairperson serving in a non-core area shall be paid \$1000.

#### **MANAGEMENT RIGHTS**

Management reserves the right to determine additional departmental areas to be considered and to determine duties and responsibilities of the department chairpersons.

# **ARTICLE VII - DEPARTMENT CHAIRPERSONS (continued)**

#### RELEASE TIME

Buildings shall receive a "bank" of release-time hours for department chairperson use to fulfill departmental responsibilities. Such release time shall be cooperatively scheduled between the chairperson and his/her immediate supervisor. The immediate supervisor shall recommend approval. These hours may not be carried over from one year to the next. Hours allotted shall be as follows:

High School40 hours per school yearMiddle School24 hours per school yearDistrict Level80 hours per school year

#### **PAYMENT**

Payment shall be made in two (2) equal pays at the end of the semester.

# **ARTICLE VIII - QUALIFICATIONS AND ASSIGNMENTS**

A. All teachers shall be given written notice not later than June 30 of their tentative subject and/or assignment for the succeeding school year.

In the event that changes in such schedule are proposed, all teachers affected shall be notified promptly. Upon request, the teacher shall have the opportunity to discuss such changes with the administrator prior to its implementation. Such request must be made prior to the first day of school for students.

- B. It shall be the responsibility of the individual teacher to provide the Administration with certain current personal data, legal name, address, current phone number, number of dependents, marital status, and/or any additional information mutually agreed upon by the Board and the Association. The Board shall provide a copy of the teacher personnel directory to the Association for use by officers and representatives of the Association.
- C. Professional Training Assignment:

Teachers who are assigned as trainers/instructional coaches for the district shall have the same rights as classroom teachers in accordance with Article XI (Vacancies, Promotions and Transfers) and Board Policy 4000.3 (Layoff and Recall).

# **ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS**

- A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of the teachers. Request by a teacher for a transfer to a different class within a building will be made to the building principal. Request by a teacher for transfer to a different building or position shall be made in writing, one copy of which shall be filed with the Superintendent's Office, or his/her designee, and one copy to the building Principal. The application shall set forth the reasons for transfer, the school, grade or position sought and the applicant's qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. The Board shall, during the school year, notify the teaching staff of teaching, adult/community education and supervisory vacancies. The teaching staff will be notified of such vacancies by email and the postings will be available for three (3) school days. The postings of vacancies during scheduled breaks during the school year will also require three (3) school days, starting with the first day school resumes. During the summer vacation the teaching staff will be notified of such vacancies by email and the posting will be available for three (3) workdays.
- C. If a vacancy occurs after the start of the school year, the vacancy is to be posted according to the Master Agreement. The district may allow mid-year transfers at its discretion or may choose to delay reassignment until the beginning of the next school year or such time that it deems least disruptive to the instructional program.
- D. The Board shall prepare and furnish to the Association, on an annual basis, a current district-wide seniority listing for teachers. The Association shall have the right to request and receive information from time to time regarding changes in such listing.

The seniority list shall be posted in each building, with copies furnished to the Association by November 1. It shall be the responsibility of each employee to promptly check the seniority list. If an employee or the Association does not believe that the employee's seniority, certification or endorsement is correctly shown on the list, the Superintendent, or his/her designee, shall be notified, in writing, of the alleged error within ten (10) working days of the list's final date of positing. If no challenges are made within the ten (10) day period, the seniority list shall be deemed to be accurate, and the Board shall incur no liability (including back pay) for relying on such a list. After ten (10) working days, the seniority list shall be frozen until reposted. No adjustment or additional accrual of seniority shall be made until the list is reposted, except that an employee who is ill or disable will not be penalized by this provision.

Teachers who are on leave during this time will be notified of their replacement on the seniority list by certified mail sent to their last known address. It is the responsibility of the teacher to inform the school of their address or any change of address. The ten (10) day examination and notification period shall not commence for individuals until three (3) days after the release of the seniority list. The Association shall receive copies of the final seniority list.

#### ARTICLE X – ILLNESS AND DISABILITY

- A. At the beginning of each school year each full-time employee shall be credited with ten (10) staff absence days. The unused portion of such allowance shall accumulate from year to year up to an unlimited number.
- B. After one (1) year in the District additional staff absence pay may be granted to teachers who exhaust their accumulated staff absence leave subject to the operating procedures of the sick bank.
- C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all staff absence available, shall be granted a leave of absence, without pay, for the duration of such illness or disability up to one (1) year, and the leave will be renewed each year upon written request by the teacher (accompanied by a doctor's note) unless serious, permanent disability shall have occurred. A teacher who qualifies for LTD benefits shall have health insurance provided for the first two (2) years of eligibility for LTD.
- D. Absence due to an on-the-job injury, but not involving personal gross negligence, will entitle the injured to supplemental compensation defined below:
  - This supplemental compensation payable for absence necessitated by injury will be comprised of Worker' Compensation in part, and payment of the differential by the Board to affect a combined cumulative total equal to the value of accumulated staff absence days. Only after this combined equivalent amount has been used up will absence days be charged to the teacher.
- E. Staff who have been absent three (3) consecutive work days may be requested to present a doctor's statement upon return to work. In a case of prolonged illness (over ten (10) consecutive workdays), periodic reports from a doctor may be requested by the Administration. In addition, a pattern of absences may also require a doctor's statement.
- F. Principal/Administrator approval is required for two (2) or more consecutive staff absence days that are not related to a personal illness or family illness. These days shall be considered Personal Business Days as defined in Article XIII Extra Leave Days Section C.
- G. Staff absence days that are consecutive and exceed three (3) days that are not personal or family illness related require approval from the Human Resources office. The days that exceed the third day may be required to be taken without pay. Each case will be reviewed on an individual basis.
- H. If an absence day is taken on the day before or after a scheduled break without prior approval a doctor's note is required.

#### ARTICLE XI- EXTRA LEAVE DAYS

- A. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the time without being charged for an absence day. The employee must surrender to the District any compensation received for jury duty.
- B. A total of four (4) extra reimbursed leave days per year may be used by the teachers to meet involuntarily the requirements of governmental agencies and for the purpose of attending immediate family funerals. If the combination of governmental agencies and funeral days exceed four (4) days, excess over four (4) days shall be deducted from staff absence to the extent that such absence leave has been accumulated and, thereafter, shall be deducted from salary. Extra absence days are not accumulative. The provision does not apply to military service. Death in the family shall be interpreted to be the death of husband, wife, father, mother, son, daughter, sister, brother, grandparent, parents-in-law, sisters-in-law, sons-in-law, brothers-in-law, daughters-in-law and grandchildren. Documentation may be requested. In extenuating circumstances, additional days may be granted without deduction from staff absence or loss of pay by the Superintendent or designee.
- C. The Board will allow absence without loss of pay to the extent of a maximum of three (3) earned absence for personal business or funerals other than in the immediate family as defined in Section B. Absence must be approved by the building Principal and notice shall be given twenty-four (24) hours in advance, if possible. Absence days will not be approved for the day proceeding or the day following a day for which school is not scheduled (traditional two (2) day weekends excluded). Exceptions to the aforementioned limitations shall be allowed for the utilization of absence days for legal obligations and/or funerals not covered in Section B of this Article. If an absence day is taken on the day before or after a scheduled break a doctor's not is required.
- D. Both Parties agree to continue the Exception Day allowance not to exceed 20 absences per qualifying exception days. The parties will work together to oversee the distribution of said days.
- E. Additional leave days such as, but not limited to, Mentor days, Comp days or LOEA days shall not be take the prior to, or the day immediately following an Exception Day.

#### **ARTICLE XII – SABBATICAL LEAVE**

- A. The Board of Education may, at its option grant sabbatical leave to an outstanding teacher after seven (7) consecutive years or more in this school system. If a sabbatical leave is granted to a mentor teacher, it must be served within the Lake Orion District.
- B. A teacher, upon returning from sabbatical leave shall be restored to his/her former position or to a position of like nature and status and shall be placed at the same position of the salary schedule as he/she would have had, had he/she taught in the district during such period.
- C. If a paid fellowship is involved, the sabbatical leave shall be reimbursed at the rate of not more than one-half (1/2) the annual salary and be paid by the Board. The value of the fellowship and the amount paid by the Board shall not exceed the full amount of annual salary.
- D. Such leaves of absence will be available only to fully certified staff members and advancements in salary step shall accrue during absence.
- E. Before beginning the sabbatical leave, the teacher shall enter into a contract to return to active service in the Lake Orion Community Schools for a period of at least one (1) year after expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board with two (2) years the amount received during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated or in cases wherein the rule is waived by the Board.
- F. To protect the Board against the teacher's failure to return to his/her teacher position provided he/she is physically and mentally capable, the teacher shall execute a non-interest bearing note in the amount of the salary payable while on leave. This note shall be paid off by one of two methods:
  - 1. The face amount of the note shall diminish by an amount equal to one-tenth (1/10) of the original face amount for each nineteen (19) days of service rendered.
  - 2. The note shall, upon failure of the teacher to return to the system to teach, be payable in twenty (20) installments, beginning October 1<sup>st</sup> of the year the teacher should have returned and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be seven (7) percent (7%) on the unpaid balance, effective January 1<sup>st</sup> of the year that the sabbatical was actually used.

The teacher shall, after notifying the Board that he/she will not return, have the option of paying the note in full with no interest prior to September 1<sup>st</sup> of the school year he/she would have assumed his/her normal teaching status.

G. All such request must be submitted to the Board, in writing, My March 1<sup>st</sup> proceeding the year for which the leave is requested.

#### ARTICLE XIII – UNPAID LEAVE OF ABSENCE

- A. A leave of absence of up to two (2) years shall be granted any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, countries, foreign or military teaching programs, the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs, provided said teacher states his/her intention to return to the school system. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he/she would have been on had he/she taught in the district during such period.
- B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Credit on the salary schedule shall be at the rate of one (1) year of teaching experience for every two (2) years of military service, not to exceed five (5) years of teaching experience
- C. Maternity/Child Care leaves of up to one (1) year shall be granted upon request to any tenured teacher. A second year may be requested with the approval of the Assistant Superintendent of Human Resources. If denied the leave will end after one year. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he/she went on leave.
- D. Unpaid leaves of absence for study or travel will be available only to fully certified teachers. Such leaves may also be granted by the Board for periods of one (1) or two (2) semesters. No more than two (2) unpaid leaves of absence for study/travel will be granted per year.
- E. A personal leave of absence of up to one (1) year may be granted upon written request. A one (1) year extension may be granted upon written request from the teacher. Upon return to teaching, the teacher shall be placed on the appropriate salary schedule step without experience credit for such leave. This leave shall not be available for a period of (1) year for any teacher who has taken any other leave in Article XV.

This leave shall not be available for individuals accepting employment in another educational institution other than the Lake Orion Community Schools. Should the employee secure employment in another educational institution while on a personal leave the teachers leave shall be dissolved and the teacher shall be considered to have resigned their position.

Requests must be submitted at least sixty (60) calendar days before beginning date of leave.

In the event a suitable replacement can be employed, the leave shall take effect immediately.

#### F. Conditions:

1. Staff returning in the fall from an unpaid leave of absence must notify the Human Resources office by no later than the preceding March 1.

# **ARTICLE XIII – UNPAID LEAVE OF ABSENCE (continued)**

#### G. Conditions:

- 2. Staff returning in the fall from an unpaid leave of absence must notify the Human Resources office by no later than the preceding March 1.
- 3. If any open positions exist after internal postings, staff returning for the following school year from a leave of absence may apply or the district may place returning staff in an existing opening for which they are certified and qualified.
  - -the displaced/layoff procedure will be followed
  - -the least senior certified staff member will be affected

#### H. Family Leave

- 1. An employee, whether male or female, is entitled to sixty (60) workdays of family leave during any twelve (12) month period with the exception of military caregiver who is entitled to one hundred thirty (130) work days during a twelve (12) month period. An employee is anyone who was employed by the employer on a continuous basis for the previous fifty-two (52) weeks for at least 1,250 hours of service during those fifty-two (52) weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits.
- 2. The family leave may be taken: (a) because of the birth of a child and to care for a newborn child; (b) because of the placement of a child with the employee for adoption or foster care; (c) to care for a child or spouse or a parent who has a serious health condition; (d) because of the employee's own serious health condition; (e) a qualifying military exigency arising from the employees spouse, child, or parent's active military duty or impending call to order to active duty; or to care for a covered service member with a serious injury or illness if the employee is spouse, child, parent of next of kin. If both parents of the child are employed by the district, they together are entitled to a total of sixty (60) workdays of leave and may be granted to only one (1) parent at a time.
- 3. Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. Leave taken to care for a terminally ill child may be taken only once for any given child. The district may require confirmation by a health care provider of the employee's need for family leave.
- 4. "Child" is defined as a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is under eighteen (18) year of age or incapable of self-care due to a mental of physical disability. A "serious health condition" is one caused by injury, illness, impairment or physical or mental condition that involves (a) inpatient care, or (b) continuing treatment by a health care provider, with the exception of Family Military Leave a covered child may be of any age.

# **ARTICLE XIII – UNPAID LEAVE OF ABSENCE (continued)**

- 5. The family leave shall be without pay for all or part of the leave. The employee may choose or the district may require the employee to substitute and use his/her total accumulation of paid leave to which he/she is otherwise entitled before going on family leave. The District reserves its right under the FMLA to require any FMLA leave to run concurrently with paid or unpaid leave to which an employee is entitled under the Agreement. FMLA will run concurrently with any leave of three or more consecutive work days in a week. The leave may be paid, unpaid or a combination of both depending on the individual's personal sick bank. All parts of the contract remain in effect when on paid leave. (If an association member is out more than sixty (60) work days and if the leave is paid then benefits are covered.) If the member is on unpaid leave, after sixty (60) work days benefits will be at his/her own expense (COBRA) or benefits will stop on the first day of the next month after the end of the sixty (60) work days. Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from leave, the employee must reimburse the district for all premiums paid during the leave.
- 6. An employee who plans to take family leave must provide the district with the written notice of at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the district of the expected leave within one (1) working day of the beginning of the leave.
- 7. Upon returning from family leave, the employee is entitled to be returned to the same position he/she previously held or to an equivalent position with equivalent employment benefits and other terms and conditions of employment.
- I. Unpaid Leave and Employment Status
  - 1. An employee who takes an unpaid leave for any reason covered under this collective bargaining agreement shall be considered as an inactive employee during their unpaid leave time.

#### ARTICLE XIV – ACADEMIC FREEDOM

- A. The parties seek to educate young people in the domestic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights and to instill appreciation of individuals.
- B. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit, by appropriate example, the basic objectives of a democratic society.

#### **ARTICILE XV – PERSONNEL FILES**

- A. When any material is placed in an individual's personnel file, the individual shall be furnished a copy of said material forthwith and shall have ten (10) working days after receipt of the material to submit a response which shall be attached to the original material in the file. The teacher must sign the material, which indicates that he/she knows that such material will become a part of his/her personnel file, but does not indicate agreement with the content.
- B. Upon request, an administrator will be review the contents of an individual teacher's personnel file with the teacher. Certain confidential information such as furnished by the College Placement Office will be withheld. A representative of the Association may, at the teacher's request, accompany the teacher during the interview.
- C. Any materials in the personnel file of the teacher may be challenged by the teacher for substantiation. If such challenge demonstrates that such material cannot be substantiated, it shall be removed from the file. Such challenge shall occur within twenty (20) working days after the teacher was notified or became aware of such material being placed in his/her personnel file.
- D. The Board agrees that in the event of a Freedom of Information Act request is made by a third party, the Board shall notify the employee and the Association and assert on behalf of the employee all applicable Freedom of Information act exemptions.

#### ARTICLE XVI – PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable written and oral rules, regulations and directives, adopted by the Board or its representatives, which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being, unless such order is in the interest of providing for the safety and well-being of the students. At the beginning of the school year each teacher will be provided with a list of rules and regulations that govern the building to which said teacher is assigned.
  - The Board shall provide the Association President with copies of administrative policies and procedures for each building and a copy of the rules and regulations of the Board. Subsequent modification or changes in these documents shall also be furnished to the Association President. Building policies and procedures, as well as rules and regulations of the Board, shall be posed in the faculty lounge of each school.
- B. The Board and Association recognize that the educational program is not confined to academic pursuits alone, but includes all areas of the curriculum. The Board and Association further recognize that the success of the total educational program is directly dependent upon the quality of the teaching service and the involvement of teachers in all areas of the program. It is, therefore, agreed that teacher attendance at, and involvement in, programs conducted in their respective buildings be considered a professional responsibility.
- C. It is hereby agreed and understood between the parties that the daily conference period is time set apart from classroom responsibility for teacher breaks, conferences with students and parents, planning, grading papers and attention to teacher duties.
- D. Teachers who plan to leave the employ of the school district shall notify the Board of this decision in writing, as soon as possible.
- E. No teacher will be required to administer any first aid or medication prescribed for a student, nor shall any teacher be required to transport any child for any reason. It is anticipated, however, that each teacher will act and react in such situations in a professional, reasonable and responsible manner.

#### ARTICLE XVII – PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation of teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. Responsibility for assignment of teachers to educational conferences shall be an administrative function and the value of such programs shall not be neglected by the Administration. The Association may make written evaluations of such programs in advance and such evaluations shall be given serious consideration by the Administration. Appointed teachers shall be reimbursed for such expense and no salary deduction shall be made.
- C. Teachers attending conventions or conferences will be requested to submit a short written report highlighting the convention or conference attended so that the benefits thereof may be shared with other staff members.
- D. At the request of the Association, and with the Board's approval, arrangements shall be made for after school courses, workshops, conferences and programs designed to improve the quality of instruction. The Contract Maintenance Committee (CMC) will annually review and establish rate of pay for the extra staff development. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.
- E. All Lake Orion Education Association members are expected to attend the fall curriculum night (3 hours). In exchange for attending curriculum night the district will not schedule the day before Thanksgiving as a workday.
- F. A mentor for each year probationary teacher during the first three (3) years of probation will be appointed for one (1) year and may be appointed. No teacher will be required to be a mentor. It is preferred that the mentor be a tenure teacher.

# ARTICLE XVIII – REDUCTION IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

- A. In the event of consolidation or annexation of the district, the Board or its successor, shall assure, to the full extent permitted by law, the continued application of the terms of this Agreement.
- B. In the event this district shall be combined during this Agreement with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated districts.
- C. Seniority shall be based upon the effective date of employment. Part-time employment shall be provided with prorated credit. Sabbatical and military leaves shall not be considered as interruption of service. Seniority for unpaid leaves of absence or those teachers who have been laid-off shall be computed from the first date of employment, minus the time of such leaves or lay-off. No seniority shall accrue for persons on the lay-off or leaves except Article XII A., B., C., D., and Article XV C (only for time of disability). No other leaves shall accrue seniority.

Seniority credit will be lost if the individual retires, resigns, is terminated or refuses recall to a regular full-time teaching position.

In the event two (2) or more teachers have the same effective date of employment, the teacher whose signature on a contract occurred at an earlier date and time shall have more seniority.

- D. Lake Orion requires a ZA endorsement for kindergarten teachers. The exceptions to this requirement are displaced and laid off teachers who may agree to get this endorsement by the end of the next school year.
- E. In the event that the District deems it necessary to have a reduction in staffing, layoffs shall take place in conjunction with Board Policy 40000.03.
- F. If an individual is not recalled from layoff for a period of three years, their employment shall be terminated and shall no longer be considered laid off.
- G. The Board may lay-off teachers during the school year only in the event of the actual loss of anticipated and budgeted revenues. Under these circumstances, teachers shall be given notice thirty (30) school days prior to the effective date of lay off.

#### ARTICLE XIX – CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association accordingly agrees that it will not, during the period of the Agreement, directly or indirectly, engage in or assist in any strike, as defined in Section I of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in the Article shall require the Board to keep school open in the event of severe inclement weather or when other emergencies arise making attendance impractical. Students and staff will be notified of emergency closing through channels of communications determined by the Administration.
- D. In the event that schools are closed for students due to inclement weather, hazardous driving conditions or other emergencies, teachers are not expected to report for duty. No loss of pay or leave days shall be incurred for such failure to report for duty. The exception to this rule is any employee on an approved multi-day leave. All days for this leave will be deducted as long as the employee was pre-approved.
- E. In the event that pupil instructional days have been canceled due to conditions not within the control of the Board, then instructional days shall be rescheduled to ensure full state aid and/or compliance with state law.

# **ARTICLE XX – SCHOOL CALENDAR**

- A. For the term of this Agreement, the school calendar shall be set forth in Schedule A to reflect at least the requisite number of days and hours to receive full state/local revenues School calendars will be established by Contract Maintenance Committee (CMC), and are not subject to a vote of the membership.
- B. Annual orientation and professional development programs will be set forth by the Board of Education for new teachers in compliance with state laws and at no additional cost to the Board.
- C. CMC will establish the dates for professional development activities provided for teachers on a building or district-wide basis.

#### ARTICLE XXI- PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to, and incorporated in this Agreement. Such salary schedule shall remain in effect during the terms of this Agreement.
- B. Teachers required in the course of their regular teaching assignment to drive personal automobiles from one school building to another shall receive car allowance of current IRS rate per mile. This rate shall also apply for teachers driving their personal automobiles to attend conferences and/or fulfill other professional duties.

For teachers who are already on the Masters pay scale, there may be an occasional undergraduate class appropriate for a teacher to take to enhance the subject area for which they are delivering instruction. For a class to be considered as part of the post masters' hours for additional pay, CMC has agreed that a teacher may submit a written request for one undergraduate class (maximum six credits) to be submitted for graduate credit. The request would need to explain why the class would enhance the teaching for the teacher. A committee consisting of two teachers and two administrators approved by CMC will consider all requests. Once approved by the committee, the credits earned in this undergraduate class would be considered as part of the post masters' hours.

- C. The salary of individual teachers shall be determined by position within the steps and categories of the salary schedule and by any of the applicable factors noted below:
  - 1. Step positions shall be determined by allowable credit year of teaching experience. (Years of service do not equal steps.)
    - a. At the time of hire teachers may be allowed credit on the Salary Schedule steps for teacher experience in any school district in the State of Michigan up to a maximum of six (6) steps.
    - b. The Board may allow credit on the Salary Schedule steps for such experience as it considers appropriate.
  - 2. Category positions shall be determined by degrees and credit hours earned, but shall be within the limits set forth in the Salary Schedule.
  - 3. Additional compensation for extra duties shall be paid to teachers who qualify under the categories set forth in Schedule B-1.

# **ARTICLE XXI – PROFESSIONAL COMPENSATION (continued)**

4. The Board and the LOEA recognizes the importance that non-athletic or non-music extracurricular clubs and activities have in the development of a well-rounded student. It is further agreed that the needs of these student-based activities may vary from year to year. Therefore, the Board agrees to provide in each building money to sustain these clubs and activities. The following amounts are to be established in the first year contract and increase as necessary through the regular budgeting process:

#### Preference is given to LOEA

Elementary \$ 6,000 per each building Middle School \$11,000 per each building High School \$40,000 per each building

**2020-2021 School Year:** 

Elementary \$ 6,500 per each building Middle School \$11,500 per each building High School \$42,000 per each building

The use of these dollars shall be determined by each building through their Building School Improvement Team (BSIT). Application shall be made each year to the BSIT by a requesting teacher to initiate a club or activity outlining the goals, duration and frequency of the activity or club. Pay will be determined by BSIT.

- D. The daily rate for a teacher shall be computed by dividing the teacher's regular annual salary by 186 days, the number of days (determined by CMC) in the teacher's school year.
- E. The Board shall pay a longevity allowance to each teacher employed by the district as follows:

Beginning July 1, 2018 Longevity shall be calculated using one half year (1/2) increments. Each half year will be determined by the date of hire.

Hire dates between July 1 and December 31 and hire dates between January 1 and June 30 will be used to determine credit towards longevity

To qualify for Longevity, Individuals must be active employees (see Article XIV H-1) for no less than seventy five percent (75%) of the total report days for each of the calculation periods.

An individual must reach the full year of service requirement as listed below to qualify for longevity. (i.e., longevity will first begin after the completion of 15 years of service)

Employees hired prior to June 30, 2018 will retain their longevity credit as was previously calculated in previous bargaining agreements through June 30, 2018 and will earn credit from that day forward under the new provisions of this article

# **ARTICLE XXI – PROFESSIONAL COMPENSATION (continued)**

No retroactivity shall take place for this provision for lost longevity credit due to the requirements of this article under previous collective bargaining agreements

*Longevity	ВА	BA+18	MA	MA+15	MA+30
2.5%	\$1,002	\$1,036	\$1,105	\$1,126	\$1,162
16-20 Years of					
Service					
5%	\$2,004	\$2,073	\$2,211	\$2,253	\$2,325
21-25 Years of					
Service					
7.5%	\$3,006	\$3,110	\$3,317	\$3,379	\$3,488
26 or more Year					
of Service					

Longevity pay shall be issued in two (2) installments, in a separate check, on the first pay in December and on the first pay in March of each school year. Each member receiving longevity pay ay have it placed in a TSA or any other district pre-tax plan if the member chooses this option.

Individuals hired prior to July 1, 2018 shall have their years of service as calculated and utilized to determine Longevity eligibility prior to July 1, 2018 continue into the future and the provision of ten (10) unpaid days in the previous collective bargaining agreement shall expire. This expired provision shall not be retroactive and no credit shall be granted for previously reduced unpaid days. These individuals, no matter the hire date, shall have Longevity anniversaries at the beginning of each school year based on their years credited towards Longevity as calculated through June 30, 2018.

- F. Teachers who possess National Board Certification or hold a doctoral degree (PhD or EdD) will receive an annual stipend of \$500 paid in the first check in December.
- G. Psychologists and Speech Language Pathologist who are Nationally Certified will receive an annual stipend of \$500 paid in the first check in December.
- H. Other nationally certified staff members seeking additional compensation may make a presentation to CMC outlining the requirements of their certification. CMC will make a determination as to whether or not the individual shall receive a stipend.

# ARTICLE XXII – SPECIAL TEACHING ASSIGNMENTS

A. The Board agrees, to the best of its ability, to maintain an adequate list of substitute teachers. Teachers shall call at least one (1) hour before scheduled reporting time or no later than 6:30 a.m., whichever is earlier to report unavailability for work. It is understood that earlier calls are desirable to ensure adequate substitute coverage. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

#### **ARTICLE XXIII – SEVERANCE PAY**

- A. Upon termination of employment for the Lake Orion Community Schools, teachers shall receive terminal pay at the rate of one-fourth (1/4) their unused absence days. The maximum number of days paid shall be limited to twenty-five (25) days. The per day rate shall be based on their last full contract amount.
- B. After being employed for ten (10) years with the Lake Orion Community Schools and upon retirement or death, a teacher or his/her beneficiary shall receive retirement pay at the rate of one-half (1/2) of his/her unused absence days. The maximum number of absence days will be limited to fifty (50).
- C. In order to qualify for the full severance payment, a teacher must provide a letter of resignation for reason of retirement not later than March 1 of the given school year or 90 days prior to the resignation effective date unless illness or other extenuating circumstances are involved. The severance amount will be reduced by a maximum of \$1000 for those who do not provide this notification.

The per day rate shall be based upon the last full contract amount. To receive retirement pay, said teacher must be eligible for benefits from the Michigan School Employees Retirement Fund.

#### ARTICLE XXIV – STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give full support and assistance to teachers with respect to the maintenance of control and discipline.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student discipline is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use force as necessary to protect him/herself from attack or to prevent injury to another student as provided by the Michigan School Code of 1976, Section 380.1312 and as allowed by applicable Board Policy on Corporal Punishment.
- C. A teacher may exclude a pupil from class, on a temporary basis, when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident. Prior to the return of the student to the class where the disturbance occurred, the teacher shall be afforded the opportunity to confer with the administrator. If the teacher is not available for a conference, the temporary disposition of the student may be determined by the administration until such time as the teacher and administrator confer.
- D. Any case of assault involving a teacher while performing regular or assigned duties shall be promptly reported to the Board or it designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such an assault.
- E. If any teacher is sued by reason of disciplinary action taken by the teacher against a student, as allowed by applicable Board Policy, the Board will provide counsel and render all necessary assistance to the teacher in his/her defense.
- F. In the event that an assault is made upon a teacher by a pupil, while the teacher is on duty in the school or on school property, the Board will reimburse the teacher for any loss, damage or destruction of clothing or personal property of the teacher which is not otherwise reimbursable.
- G. No final action shall be taken upon any complaint toward a teacher nor shall notice thereof be included in said teacher's personnel file unless such matter has been discussed with the teacher concerned, who shall be entitled to representation by the Association.

#### ARTICLE XXV – INSURANCE PROTECTION

A. The Board shall pay a portion of the monthly premium for medical insurance and prescription which, when annualized, shall not exceed \$6,344 for a single subscriber, \$13,688 for a two person subscriber or \$17,333 for a family subscriber. Any insurance costs beyond these capped amounts shall be paid by employees, based upon enrollment status, through payroll deduction. Additionally, any taxes or other payment, such as the Michigan insurance claims tax, which are deemed to be part of the medical cost described in PA 152, shall be included in the insurance costs paid by the employee.

The Board paid portion of the monthly premium as stated in the above paragraph for the 2019-2020 school year shall be reviewed and addressed prior to May 1, 2019 and May 1, 2020 for the 2020-2021 school year.

The Association's CMC representatives shall be members of the District Health Care committee.

Employees who elect insurance will have healthcare coverage including the following: Medical, Dental, Vision, Life/AD&D, and Long Term Disability.

#### B. <u>Vison</u>

The Board shall provide for all members of the bargaining unit vision coverage at no cost to the teacher. Teachers who are not covered under another vision insurance plan shall be provided with a vision plan which is essentially equivalent to the vision program currently in effect with internal and external coordination of benefits for all teachers in the bargaining unit and their eligible dependents.

#### C. Dental

The Board shall provide for all members of the bargaining unit for full-family dental overage at no cost to the teacher. Teachers who are not covered under another dental insurance plan shall be provided with a dental plan which is essentially equivalent to the dental program currently in effect with internal and external coordination of benefits for all teachers in the bargaining unit and their eligible dependents. The maximum annual benefit level shall be equal to one thousand five hundred dollars (\$1,500).

Teachers who are covered under another dental insurance plan either through Lake Orion Schools or another employer shall be provided with a dental insurance plan which is essentially equivalent to the dental program currently in effect. This will include internal and external coordination of benefits, the maximum annual benefit level shall be equal to one thousand dollars (\$1,000).

## **ARTICLE XXV- INSURANCE PROTECTION (continued)**

## D. Life Insurance

For the duration of this Agreement, the Board shall provide, without cost to the teacher, group life insurance protection in the amount of fifty thousand dollars (\$50,000) that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Teachers under contract with the District shall have the right to participate in this insurance. Coverage shall stop with termination of employment.

#### E. Health Insurance Option Pak B

Teachers not electing health insurance coverage will receive a monthly payment. This payment may be annually applied to a tax sheltered annuity or a biannual lump sum cash payment, both subject to Section 125 of the IRS and will put into effect the requirements to protect both parties from adverse tax implication.

Employees hired after July 1, 2018 who have a spouse employed by the Lake Orion Community Schools shall not be eligible for this benefit.

Employees who elect this benefit must provide documentation of proof of medical coverage during the open enrollment period, or at the time of hire, from another source to the District's Benefits department in order to receive this benefit.

Employees electing to take the cash in lieu option shall receive monthly payments based on the number of participants annually. The chart below illustrates this impact.

1-44 Participants	\$100 per month
45-54 Participants	\$200 per month
55-64 Participants	\$300 per month
65-74 Participants	\$400 per month
75-84 Participants	\$500 per month

F. Coverage for healthcare, long-term disability and group life insurance protection shall be provided by the Board on a pro-rata basis based upon the amount of time worked which shall include conference/preparation period, lunch period, supervision or other Board assigned work. The appropriate pro-ration shall be determined by dividing the actual time worked by a full time teacher on a daily basis. If a teacher working less than full time desires the insurance coverage, it shall be said teacher's responsibility to pay for the difference no less than monthly in a consistent manner as prescribed by the Board.

## **ARTICLE XXV – INSURANCE PROTECTION (continued)**

G. A teacher not planning to return to the district in the fall who fulfills his/her contract with the Board to the end of the scheduled school year shall have continuous Board paid coverage through August 31.

A teacher who is employed after the beginning of the school year and who fulfills his/her contract with the Board to the end of the scheduled school year shall have continuous Board paid coverage through August.

- H. Payroll deduction for at least one provider, if recommended by CMC shall be available for all additional options shown below:
  - 1. Additional Life Insurance
  - 2. Survivor Income Benefits
  - 3. Dependent Life Insurance
  - 4. Group Term Life Insurance

## ARTICLE XXVI- PROFEESSIONAL GRIEVANCE PROCEDURE

#### **DEFINITIONS:**

Grievance – A grievance shall mean a claim by an individual or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement. (Association grievances may be initiated at Level 3 by mutual agreement.) Such claim must be filed not later than twenty (20) days from the date of the alleged violation, misinterpretation or misapplication of this Agreement.

Day – The term day as used herein shall mean days when school is in session during the school year and the days when the Central Office is open for business during summer vacation until otherwise specified.

Shall any differences, disputes or complaints arise over the interpretation or application of the terms of this Agreement, there shall be an earnest effort on the part of both the Association and the Board to settle the dispute promptly through the following steps:

#### LEVEL 1

- A. A teacher with a grievance shall discuss it with his/her Principal or Supervisor, individually, represented by or accompanied by a representative of the Association provided the aggrieved teacher will not be denied the right to have an Association representative present at such conferences.
- B. The Contract Maintenance Committee (CMC) will discuss all grievances and attempt to resolve the issue. While the issue is being discussed at CMC, grievance filing deadlines will be held in abeyance. Should the problem be unresolved at CMC, the Level II process will engage.
- C. The grievant may invoke the formal grievance procedure on the form set forth in Annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance shall be delivered to the Principal or Supervisor.

#### LEVEL II

Within three (3) days of receipt of the grievance, the Principal or Supervisor shall meet with the Association in an effort to resolve the grievance. The Principal or Supervisor shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting.

#### **LEVEL III**

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) days of such meeting (or six (6) days from the date of the filing, whichever shall be later) the grievance, within five (5) days, shall be transmitted to the Superintendent. Within five (5) days the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting. If, at Level III, more than one grievance is filed on the same alleged violation, the disposition of one grievance, and the solution, will be made applicable to the other assuming they have the same solution.

## **ARTICLE XXVI – PROFEESSION GRIEVANCE PROCEDURE (continued)**

#### **LEVEL IV**

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or his/her designee, or if no disposition has been made within three (3) days of such meeting (or six (6) days from the date of the filing, whichever shall be later), the grievance, within five (5) days shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be no later than seven (7) days thereafter.

#### Level V

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time period provided above, the grievance may be submitted to arbitration by the Association before an impartial arbitrator. Request for arbitration must be submitted within fifteen (15) calendar days of the disposition at Level IV. If the parties cannot agree as to an arbitrator with five (5) calendar days from the notification date that the arbitration will be pursued, one shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

Both parties agree to be bound by the award of the arbitrator. All fees and expenses of the arbitrator shall be shared equally by the Board and Association.

- 1. If any teacher for whom a grievance is sustained shall be found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- 2. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. Failure to observe the time limits contained in this grievance procedure, unless mutually extended, shall result in the grievance being adjusted on the basis of the disposition at the previous level. In the event a grievance is filed after May 15<sup>th</sup> of any year, the Board shall process the grievance prior to the end of the school term.
- 3. If an individual teacher has a personal complaint which he/she desires to discuss with a Supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

## **ARTICLE XXVI – PROFEESSION GRIEVANCE PROCEDURE (continued)**

- 4. If the Association decides that no grievance exists and so notifies the claimant, the teacher may continue to process his/her claim without reflection upon or support of the Association. If the Association decides there is a legitimate grievance it shall immediately process the claim.
- 5. A grievance may be withdrawn at any level without prejudice on the record.
- 6. All documents, communications and records dealing with a grievance shall be filed separately.
- 7. Forms for filing and processing grievances shall be designed by the Superintendent's Office and the Association. These shall be prepared by the Superintendent and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- 8. Any information necessary to the determination and processing of a grievance shall not be withheld by the Board of Association.

## **ARTICLE XXVII – NEGOTIATION PROCEDURES**

- A. It is contemplated that the terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties. If, during the course of this Agreement, it becomes evident that any section of the Agreement is not workable or causes undue hardship upon either party in its application, negotiations may be reopened by mutual consent of the Association and the Board to reconsider the section presenting such hardship. The start of negotiations shall not be delayed more than thirty (30) days after the reaching of agreement on the need for negotiations unless further delay is mutually agreeable.
- B. The parties shall initiate negotiations for the purpose of entering into a successor agreement by June 1 preceding the expiration date of this agreement.
- C. Neither party in any negotiation shall have any control over the selection of the negotiation or bargaining representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Board and Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke mediation of the State of Michigan Labor Mediation Board.

## ARTICLE XXVIII - DISTRICT SCHOOL IMPROVEMENT COUNCIL

- A. District School Improvement business such as school improvement plans, state reports, accreditation standards and staff development will be presented, discussed and recommendations mad through the District School Improvement Council.
- B. The District School Improvement Council will consist of eleven (11) instruction building school improvement representatives (one each building), minimum of one (1) an maximum of three (3) parents, three (3) building administrators (one from each level) and the Assistant Superintendent of Curriculum, Instruction and Assessment (chairperson).
- C. Building school improvement teams will present their goals/plans to the district school improvement council for coordination.
- D. Committee membership shall be reviewed on an annual basis.

## **ARTICLE XXIX – BUILDING SCHOOL IMPROVEMENT**

- A. Site-based management is the process by which the teachers at the work site jointly make decisions affecting their working conditions. Decisions made by the Building School Improvement Teams (BSIT) will not violate the Agreement. Decisions made of the BSIT that require deviation from the contract will be submitted to the Contract Maintenance Committee (CMC) and approved prior to implementation.
- B. Selection of building-level school improvement efforts shall include the entire staff and administration of the building.
- C. The involvement of teachers in school improvement planning shall be voluntary and shall not require nor preclude additional compensation.

## **ARTICLE XXX – MISCELLANEOUS PROVISIONS**

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted or modified only through mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- C. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and consisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
- E. It is understood by both parties that this Agreement shall be posted on the district website.
- F. This agreement is subject to the provisions of the Public Employment Relations Act, MCL 432.201, ET seq., including section 17(7) thereof, MCL423.215(7), and therefore may be rejected, modified or terminated by an Emergency Manager appointed under the local government and school district fiscal accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531. This provision will be considered void in the event that the Emergency Manager Law is rescinded by the legislature or overturned by other legal action.

## ARTICLE XXXI – CONTRACT MAINTENANCE COMMITTEE

The Contract Maintenance Committee (CMC) is established to collaboratively solve problems related to contract interpretation and implementation. The membership shall be established as 5 members selected by the Association and 5 members selected by the Administration. CMC shall operate in accordance with its process and procedures.



# 2018-19 Early Childhood Program Calendar

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	Legend Symbols						
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	Staff Work Day/PD						
☆	First/Last Day of Child Care (September 4/June 14)						
Ø	First/Last Day of Head Start/GSRP (September 10/May 30)						
C	First/Last Day of Preschool/Pre-K (September 10/June 6)						
0	Com Pre/Pre-K/Head Start/GSRP closed (Child Care open)						
*	First Day Summer Program (June 17)						

	Important Dates
Sept 4	First Day of School
Sept 10	First Day GSRP, Head Start, Preschool/Pre-K
Nov 21-23	Thanksgiving Break
Dec 24-Jan 4	Holiday Break
Jan 18 & 21	Com Pre/Pre-K/Head Start/GSRP closed (Child Care open
Feb 18-19	Mid-Winter Break
Apr 1-5	Spring Break
Apr 19	All Early Childhood Programs Closed
May 27	All Early Childhood Programs Closed
Jun 14	Last Day of School
Jun 17	First Day of Summer Program



# 2018-19 Elementary School & School Age Child Care Calendar

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	Legend Symbols
	No School
	Student Half Day of School (AM only)
	Teacher Work Day (full)
☆	First/Last Day of School/End of the Quarter/Semester
$\bigcirc$	Curriculum Night
	Parent/Teacher Conference

	Important Dates	
Sept 4	First Day of School	
Sept 12	Curriculum Night (Evening)	
Nov 13	Parent/Teacher Conference(Evening)	
Nov 15	Parent/Teacher Conference(Afternoor	a & Evening)
Nov 21-23	Thanksgiving Break	
Dec 24-Jan 4	Holiday Break	
Feb 18-19	Mid-Winter Break	_
Mar 21	Parent/Teacher Conference(Afternoor	a & Evening)
Mar 26	Parent/Teacher Conference(Evening)	_
Apr 1-5	Spring Break	_
Jun 14	Last Day of School	Updated: 2/6/2018



# 2018-19 High School Calendar

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## **Legend Symbols** Student Half Day of School (AM only) Teacher Work Day (full) First/Last Day of School/End of the Quarter/Semester Curriculum Night Parent/Teacher Conference

Aug 30	Freshman First Day
Sep 4	First Day of School
Sep 11	Curriculum Night
Oct 9	Parent/Teacher Conference
Nov 21-23	Thanksgiving Break
Dec 6	Parent/Teacher Conference
Dec 24 - Jan 4	Holiday Break

**Important Dates** 

Jan 25	End of the First Semester
Feb 18-19	Mid-Winter Break
Feb 28	Parent/Teacher Conference
Apr 1-5	Spring Break
May 9	Parent/Teacher Conference
Jun 11(TBD)	Graduation at DTE
Jun 14	Last Day of School



## 2018-19 Middle School Calendar

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	Legend Symbols
	No School
	Student Half Day of School (AM only)
	Teacher Work Day (full)
☆	First/Last Day of School/End of the Quarter/Semester
$\bigcirc$	Curriculum Night
	Parent/Teacher Conference

	Important Dates				
Sept 4	First Day of School				
Sept 13	Curriculum Night				
Oct 17 & 23	Parent/Teacher Conferences				
Nov 21-23	Thanksgiving Break				
Dec 24-Jan 4	Holiday Break				
Jan 18	End of the First Semester				
Feb 18-19	Mid-Winter Break				
Apr 1-5	Spring Break				
Jun 14	Last Day of School				

## **LOEA PAY SCALE 2018-2021**

Step	ВА	BA+	MA	MA+15	MA+30
1.0	\$40,090	\$41,474	\$44,232	\$45,061	\$46,517
1.5	\$41,160	\$42,603	\$45,602	\$46,464	\$47,982
2.0	\$42,229	\$43,732	\$46,972	\$47,866	\$49,446
2.5	\$43,299	\$44,861	\$48,342	\$49,269	\$50,911
3.0	\$44,368	\$45,989	\$49,712	\$50,671	\$52,376
3.5	\$45,438	\$47,118	\$51,082	\$52,074	\$53,841
4.0	\$46,507	\$48,246	\$52,451	\$53,476	\$55,305
4.5	\$47,577	\$49,375	\$53,821	\$54,879	\$56,770
5.0	\$48,646	\$50,504	\$55,191	\$56,281	\$58,235
5.5	\$49,716	\$51,633	\$56,561	\$57,684	\$59,700
6.0	\$50,785	\$52,761	\$57,931	\$59,086	\$61,164
6.5	\$51,885	\$53,890	\$59,301	\$60,489	\$62,629
7.0	\$52,924	\$55,019	\$60,671	\$61,891	\$64,094
7.5	\$53,994	\$56,148	\$62,041	\$63,293	\$65,559
8.0	\$55,063	\$57,276	\$63,411	\$64,695	\$67,023
8.5	\$56,133	\$58,405	\$64,781	\$66,098	\$68,488
9.0	\$57,202	\$59,533	\$66,151	\$67,500	\$69,953
9.5	\$58,272	\$60,662	\$67,521	\$68,903	\$71,418
10.0	\$59,341	\$61,791	\$68,891	\$70,305	\$72,882
10.5	\$60,411	\$62,920	\$70,261	\$71,708	\$74,347
11.0	\$61,480	\$64,048	\$71,630	\$73,110	\$75,812
11.5	\$62,550	\$65,177	\$73,000	\$74,513	\$77,277
12.0	\$63,619	\$66,305	\$74,370	\$75,915	\$78,741
12.5	\$64,689	\$67,434	\$75,740	\$77,318	\$80,251
13.0	\$65,758	\$68,563	\$77,110	\$78,720	\$81,761
13.5	\$67,082	\$69,957	\$78,780	\$80,428	\$83,498
14.0	\$68,406	\$71,351	\$80,449	\$82,136	\$85,235
15.0	\$69,603	\$72,600	\$81,857	\$83,573	\$86,727

When step advancement occurs employees must have an overall evaluation rating from the previous school year of "Effective" or "Highly Effective" in order to be eligible for step advancement for any part of the year

following the evaluation rating. Individuals with an overall evaluation rating of "Minimally Effective" or "Ineffective" shall not be eligible for a step advancement.

For the 2018-2019 School Year employees who are eligible for step advancement shall be placed on the salary schedule at the step that will result in an increase of compensation equal to the amount of an increase equal to one full step on the 2017-2018 pay scale. Those individuals who were previously at Step 15 shall remain at Step 15 resulting in an increase. Employees with an overall evaluation rating for the 2017-2018 school year of "Minimally Effective" or "Ineffective" shall be placed at the step on the salary schedule that is equivalent to their salary amount for the 2017-2018 school year.

For the 2019-2020 School Year employees who are eligible for step advancement shall advance on the salary schedule to the next one half (1/2) for the first thirteen (13) pays of the school year and then advance to the next one half (1/2) step for the remaining thirteen (13) pays of the school year.

At the beginning of the 2020-2021 School Year employees who are eligible for step advancement shall advance one half (1/2) step.

To qualify for B.A. + 18, the applicant must submit an official transcript showing evidence of having earned 18 semester hours of college credit after the Bachelor's Degree was earned prior to the start of the subsequent semester.

To qualify for a M.A. Degree + 15 schedule, the applicant must submit an official transcript showing evidence of having earned 15 semester hours of graduate-level college credit after the Master's Degree was earned prior to the start of the subsequent semester.

To qualify for the M.A. Degree + 3 schedule, the applicant must submit an official transcript showing evidence of having earned 30 semester hours of graduate-level college credit after the Master's Degree was earned prior to the start of the subsequent semester.

All school social workers, psychologist and speech/language pathologists shall be paid on the M.A. Degree +30 schedule.

Step advancement is understood to be effective only for the duration of this agreement. Advancement shall not occur unless/until agreed in a successor contract.

# ARTICLE XXXV Duration of Agreement

This Agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2021. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**EDUCATION ASSOCIATION** 

LOEA Ptersident, Negotiator

Jeffrey Faber

LOEA Vice President,

Derek Mazur

BOARD OF EDUCATION

Lake Orion Board of Education

Scott Taylor

Lake Orion Board of Education, Secretary

Dana Mermell

Members of the negotiating team for this contract included:

#### For Administration:

Rick Arnett, Assistant Superintendent, Human Resources Heidi Mercer, Assistant Superintendent, Curriculum Instructional Assessment Dan Haas, Principal, Scripps M.S. Robert Murray, Principal, Stadium Drive Elementary School Stephen Hawley, Principal, Lake Orion High School

## **Board of Education**

Scott Taylor, President Birgit McQuiston, Vice President Dana Mermell, Secretary Jim Weidman, Treasurer Steven Drakos, Trustee Bill Holt, Trustee Nathan Butki, Trustee

#### **LOEA**

Jeffrey Faber, LOEA President Derek Mazur, LOEA Vice President Gretchen Hynes, Teacher Lucy Logsdon, Teacher Joshua Hosler, Teacher

## **SCHEDULE B-1**

For the duration of this agreement the base of MA Step 1 is established against which the percentages below are calculated.

Sport	Position	Level 1 1-2 years	Level 2 3-4 Years	Level 3 5 years+
FOOTBALL	Head Varsity	14.0%	16.0%	19.0%
	Asst. Varsity (3 positions)	9.5%	10.5%	12.0%
	Head JV	9.5%	10.5%	12.0%
	Asst. JV	9.5%	10.5%	11.0%
	9th Grade	9.0%	10.0%	11.0%
	8th Head	8.0%	10.0%	11.0%
	8th Asst.	4.0%	5.0%	5.5%
	7th Head	8.0%	10.0%	11.0%
	7th Asst.	4.0%	5.0%	5.50%
BASKETBALL	Head Varsity	14.0%	16.0%	19.0%
(B&G Separate)	Head JV	9.0%	10.5%	12.0%
	9th Grade	9.0%	10.5%	12.0%
	8th Grade	8.0%	9.5%	10.0%
	7th Grade	8.0%	9.5%	10.0%
BASEBALL	Head Varsity	10.0%	12.0%	14.0%
D/ IOLD/ ILL	Head JV	9.0%	10.0%	11.0%
	9th Grade	8.0%	9.0%	10.0%
	7th/8th Grade (n/a at this time)	8.0%	9.0%	10.0%
COSTRALL	Head Vaneta.	10.00/	12.00/	1.4.00/
SOFTBALL	Head IV	10.0%	12.0%	14.0%
	Head JV	9.0%	10.0%	11.0%
	9th Grade	8.0%	9.0%	10.0%
	7th/8th Grade (n/a at this time)	8.0%	9.0%	10.0%
WRESTLING	Head Varsity	12.0%	14.0%	16.0%
	Head JV	9.0%	10.0%	12.0%
	7th and 8th Grade (2 positions)	8.5%	9.5%	10.5%
VOLLEYBALL	Head Varsity	12.0%	14.0%	16.0%
	Head JV	9.0%	10.0%	12.0%
	9th Grade	8.5%	9.5%	10.5%
	7th and 8th Grade (2 positions)	8.5%	9.5%	10.5%

CROSS COUNTRY	Head Varsity	8.0%	10.0%	12.0%
(HS: B&G Separate)	Middle School Coach	5.0%	6.0%	7.0%
(MS: B&G together)				
TRACK	Head Varsity	11.0%	13.0%	15.0%
(B&G separate)	Asst. Varsity (2 positions)	9.0%	10.0%	11.0%
, , ,	9th Grade (n/a at this time)	8.0%	9.0%	10.0%
	7th and 8th Grade	8.0%	9.0%	10.0%
SWIMMING	Head Varsity	12.0%	14.0%	16.0%
	Asst. Varsity	9.0%	10.0%	12.0%
	·			
DIVING	Head Varsity	9.0%	10.0%	12.0%
Divino	ricua varsity	3.070	10.070	12.070
SOCCER	Head Varsity	10.0%	11.0%	13.0%
JOGER	Head JV	8.0%	9.0%	10.0%
	9th Grade	7.0%	8.0%	9.0%
	Jul Glade	7.070	0.070	3.070
GOLF	Head Varsity	9%	10%	12%
(B&G Separate)	Head JV	5%	6%	7%
(вад Зерагате)	Ticad 3V	370	070	770
SKI TEAM	Head Varsity (.5 Boys - 1 Girls)	7%	8%	10%
(B&G Separate)	Asst. Varsity (.5 Boys - 1 Girls)	5%	6%	7%
(bad separate)	7,656, 141,516, (15,26), 1, 21,16,	3,0	0,0	7,0
TENNIS		9%	10%	12%
(B&G Separate)		5%	6%	7%
(B&G Separate)		370	070	770
CHEERLEADING	Head Varsity (2 Seasons)	10%	11%	14%
CHEERELADING	Head JV (2-Postions, 2 Seasons)	9%	10%	11%
	Middle School	8%	9%	10%
	Wilder School	<u> </u>	370	1070
BAND	High School	8.5%	11%	15%
	Asst. High School	3%	4%	5.5%
	Middle School	6%	8%	11%
CHORUS	High School	8%	9%	10%
	Middle School	5.5%	6.5%	7.5%
BOWLING	Head Varsity (Boy and Girls Combined	8%	9%	10%
	Varsity Asst.	6%	7%	8%
	Head JV	5%	6%	7%

Instructor – Summer, Title 1	\$22.60
Guidance Counselor	Shall be paid at their daily rate on a per day basis -
Speech Language Pathologist	If other than a regularly scheduled work day.
Social Worker	
Special Education Teacher	
School Psychologists	

Supervisor, Athletic Events – High School and Middle	Rate(s) to be recommended by the
School	Athletic Director

## PROFESSIONAL GRIEVANCE REPORT

Subject to the provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF GRIEVANCE:	
REMEDY REQUESTED:	
Approved for Processing:	
	Signature of Grievant (Use reverse side for Additional signatures, if more than one grievant)
Date:	
Principal's Disposition:	
Date:	Signature of Principal
Association's Disposition:	
Date:	SatisfactoryUnsatisfactory
Superintendent's (or designee's) Disposition:	
Date	Signature of Superintendent (or designee)
Association's Disposition:	
Date	SatisfactoryUnsatisfactory

# Letter of Understanding

#### between

## **Lake Orion Community School Board of Education**

#### and

## Lake Orion Education Association, MEA/NEA

The parties agree to the following Health Care Incentive:

- The District's Health Care Committee is working to establish a quarterly Well-Being Incentive Program, if such a program is established employees are eligible to participate and qualify for the determined incentive(s).
  - In order for the employee to qualify for the quarterly incentive the employee must complete the required activities for that quarter. Documentation of completion shall be completed by the designated date for each quarter.
- This information shall be logged and tracked through a tracking system to be established by the Health Care Committee.

# Letter of Understanding between Lake Orion Community School Board of Education and Lake Orion Education Association, MEA/NEA

The parties agree to the following:

- Developmental Kindergarten (DK) teachers and English Language Learner (ELL) shall be recognized under this contract.
- It is further agreed that those individuals who were previous employees of the Lake Orion Community Schools as DK and ELL teachers who are now recognized by this collective bargaining agreement shall be placed on the salary schedule on the Step that will produce an increase in salary from their 2017-2018 contract. Lane placement will also coincide with their current lane placement unless an individual has achieved the requirements for lane changes during the 2017-2018 school year. In those cases, individuals will be granted a lane change.
- Individuals covered under this Letter of Understanding shall be afforded all the provisions of this contract and this letter shall sunset at the conclusion of the contract, resulting in their full inclusion in the successor agreement.
- It is further understood that in the area of longevity those individuals covered under this Letter of
  Understanding shall not receive credit for years of services to the district for time worked in the District
  prior to their inclusion in this collective bargaining agreement. The credit towards longevity will begin
  with the inception of this contract.