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AGREEMENT

**BOARD OF EDUCATION
LAKEVIEW PUBLIC SCHOOLS
St. Clair Shores, Michigan**

And

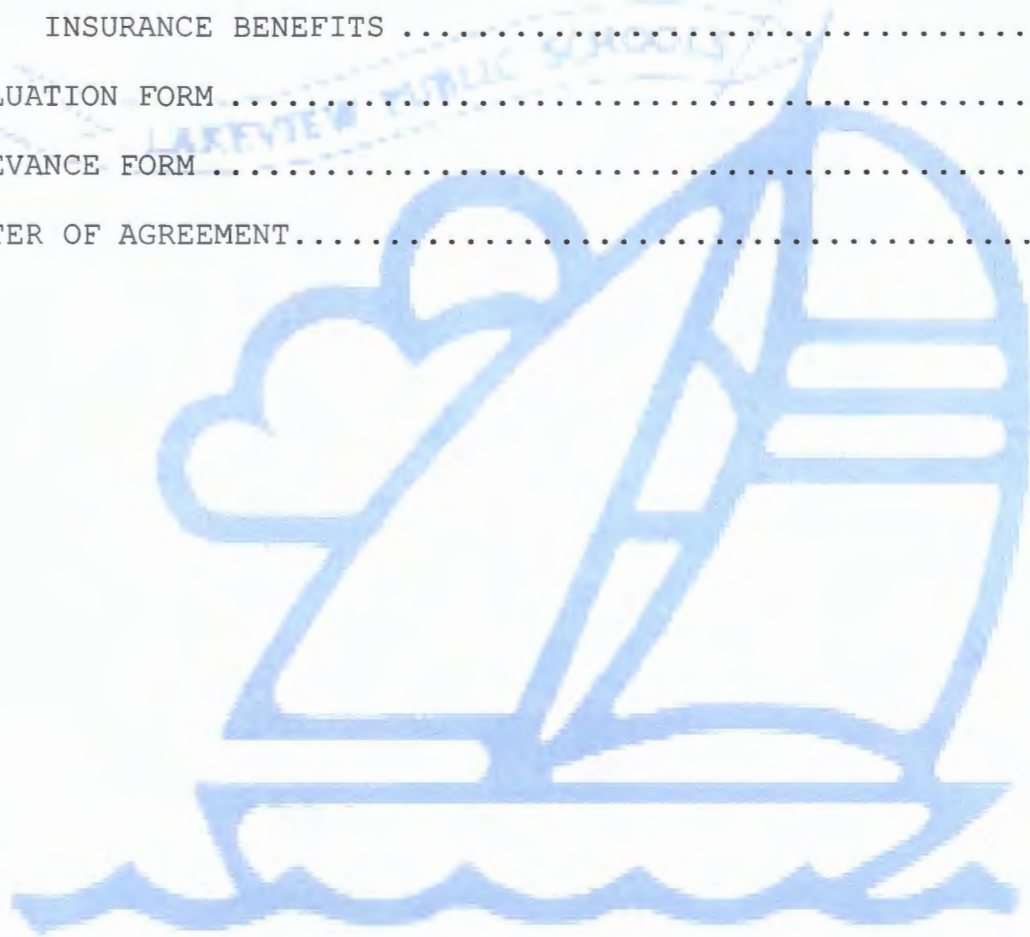
**LAKEVIEW EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION MEA/NEA**

2020–2023

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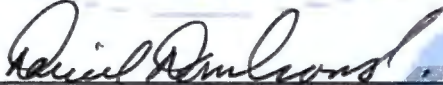


DURATION OF AGREEMENT

This Agreement shall be effective as of December 1, 2020, and shall continue in effect through July 31, 2023. Negotiations between the parties shall begin no later than ninety (90) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

LAKEVIEW BOARD OF EDUCATION

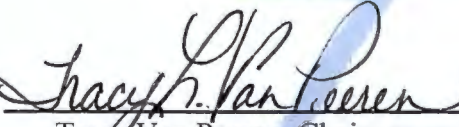
LAKEVIEW EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION MEA/NEA


BY 
Daniel Dombrowski, President

BY 
Lisa Dobbins, President

BY 
Robbyn Martin, Secretary

BY 
Sally Cunningham, Vice President

BY 
Tracy Van Peeren, Chairperson
Negotiating Committee

BY 
Freya Weberman, MEA Director
Negotiating Committee

PREAMBLE

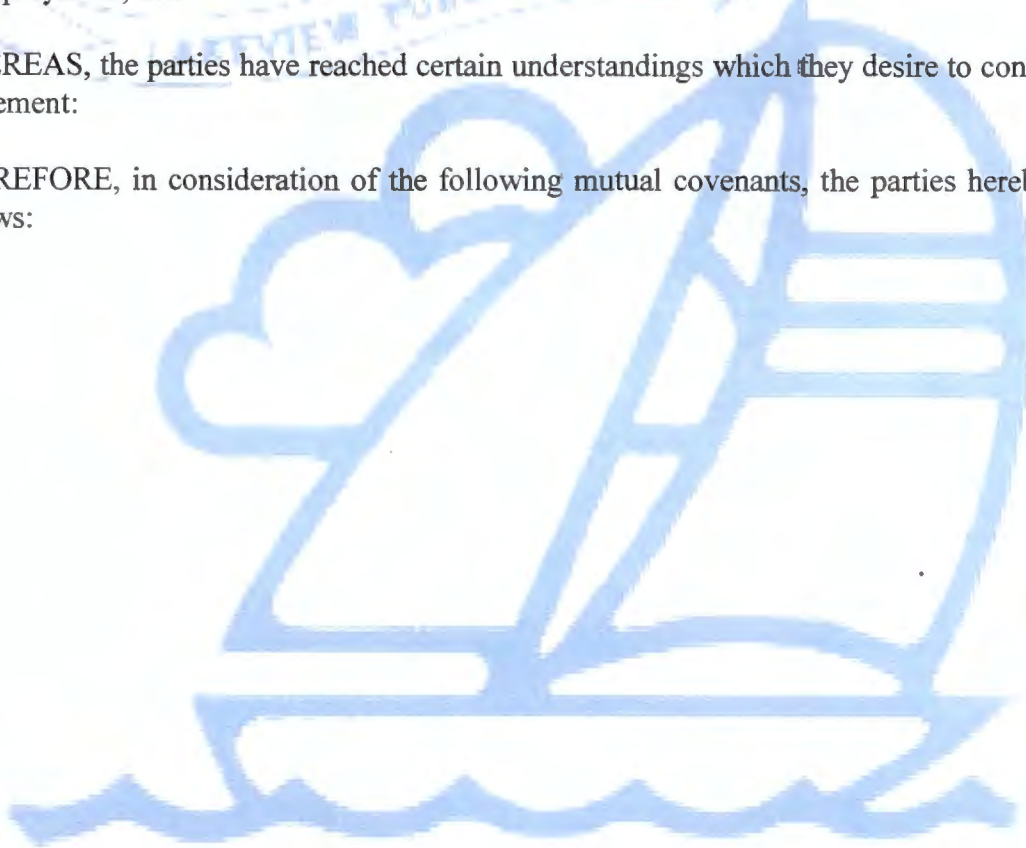
This Agreement is entered into, effective December 1, 2020, by and between the Lakeview Board of Education, St. Clair Shores, Michigan, hereinafter called the "Board" and the Michigan Education Association, affiliated with the National Education Association, hereinafter called the "Association," through its local affiliate, Lakeview Educational Support Personnel Association MEA/NEA.

The signatories shall be the sole parties to their Agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Public Acts of 1965, as amended, to bargain with the Association as the representative of its bargaining unit members with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:



ARTICLE I RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all designated assistants employed by the Lakeview Public School District for the duration of this Agreement.

- B. Assistants are those individuals providing service to the teaching staff in the following areas:
 - 1. Media /Technology Assistant
 - 2. Building Assistant/Hall Monitor/Security
 - 3. Special Education Assistant
 - 4. Classroom Assistant
 - 5. Pre-School Assistant
 - 6. Latch Key Assistant
 - 7. In-House Suspension Assistant
 - 8. Computer Lab Assistant
 - 9. Parking Lot Assistant
 - 10. Locker Room Assistant
 - 11. Student Support Assistant
 - 12. GSRP Lead Teacher
 - 13. GSRP Associate Teacher
 - 14. At Risk Innovative Program Paraprofessional

- C. The processing of invoices for preschool and latchkey billing is not bargaining unit work.

- D. The term employee refers to all such individuals represented by the Association.

- E. The Board agrees not to negotiate with any other organization or individual for the duration of this contract.

- F. Any reference to the Board in this Agreement shall refer to the Board or its designee.

ARTICLE II EMPLOYEE RIGHTS

- A. The Association and its members shall have the right to use the school building facilities according to District Policy for Association business.

- B. The District agrees to furnish to the Association, in response to reasonable requests all regularly available information concerning the financial resources of the District, allocations, and such other public information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees.

- C. The Board will continue its established policy and practice giving employees a preference for work they have customarily performed. In accordance therewith, the Board will not subcontract work.

ARTICLE III FAIR EMPLOYMENT PRACTICES

- A. The Employer agrees that neither it nor any of its administrative agents shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, sexual orientation, political activities, handicap, and any legally protected class, or membership or participation in the activities of the Association or any other employee organization.
- B. The Association agrees that it shall admit all employees to its membership without discrimination by reason of race, age, creed, color, national origin, sex, marital status, sexual orientation, handicap, any legally protected class, or prior membership or past participation in the activities of any employee organization.
- C. All assistants already members may commence cash payments covering Association dues on a uniform monthly basis.
- D. All new assistants may sign a membership form and commence cash payments of the Association dues on a uniform monthly basis.
- E. **Direct Deposit**
1. All employees will have 100% of their wages paid through direct deposit at a financial institution of their choice that participates in the federal Automated Clearing House (ACH) system.
 2. If employees wish to have wages paid in more than one financial institution, one must be in the Michigan Schools & Government Credit Union.
- F. Communication devices will be available to bargaining unit members to communicate issues about student safety and well-being.

ARTICLE IV VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as any new or existing position within the bargaining unit that is currently unfilled.
1. All vacancies and new positions shall be posted. Positions opening during the school year shall be posted for five (5) working days. Positions open during the summer shall be posted for seven (7) days. Notification of all vacancies and new positions that occur between school years shall be mailed through District email to the President of the Association and to all bargaining unit members including any members on layoff.
 2. a. All new and current bargaining unit employees must pass a basic skills test in order to be qualified for any open positions.

- b. Bargaining unit members holding an Associate's or higher degree or bargaining unit members who have successfully completed Work Keys, shall not be required to take the basic skills test or the computer literacy test in order to fill any position.
 - c. Bargaining unit members must pass the Criteria Basic Skills Test and the Computer Literacy & Internet Knowledge Test in order to be eligible to fill the positions of Media Aide, Latchkey Aide and At Risk Innovative Program Paraprofessional. Bargaining unit members currently holding one of these positions as of 8/24/18 shall be exempt from this requirement for the job position they are currently working in.
- 3. All bargaining unit employees are eligible for voluntary transfer into open positions by skills test scores, seniority, and qualifications under ARTICLE V.
 - 4. Vacancies resulting from voluntary transfers shall be posted and filled as in Paragraph A (1) and Paragraph A (2).
 - 5. After all voluntary transfers are made, the Board shall recall qualified laid off members by seniority to open positions.
- B. If there is more than one (1) opening, the employee will indicate a priority of choices if applying for more than one (1) position.
 - C. The president of the Association and all bargaining unit members who have applied for a vacancy shall be notified when the positions have been filled.
 - D. Involuntary transfers shall only be made to avoid the layoff of a bargaining unit member or as necessary to meet the educational needs of students. Such transfers shall be made by moving the least senior bargaining unit member whenever possible.

This language is not intended to reduce the hours or compensation of any bargaining unit member.

- E. A bargaining unit member will be granted a five (5) working day trial period when transferring to another position. During that trial period, the employee shall have the opportunity to revert back to his/her former position and a letter of explanation shall be submitted to the Superintendent/Designee. If at any time during the trial period the Board objectively believes the employee is not able to satisfactorily perform the job, such employee shall be returned to his/her former position and notice of such action including rationale shall be submitted to the employee in writing with a copy to the Association President.

ARTICLE V
EMPLOYMENT STATUS LAYOFF AND RECALL

A. Probation

A new employee must serve a probationary period of ninety (90) work days. The employer will evaluate all probationary employees.

B. Permanent Status

Employees successfully completing their probation shall be considered as permanent employees and shall be entered on the seniority list of the unit and shall rank for seniority from the first day employed. There shall be no seniority among probationary employees.

C. Seniority

1. Seniority shall be defined as length of continuous service within the bargaining unit with the School District and shall be computed from the latest date of hire (except that seniority may be frozen as provided in Section C. 5. of this Article). In the event that two or more employees have the same hire date, said bargaining unit members' names will be drawn from a hat by the Association President or designee in the presence of the Superintendent or designee and list for seniority purposes in the order the names were drawn.

2. Each individual covered by this contract shall be placed on the seniority list ranging in order of longest to the least service within the bargaining unit. Members on layoff should be included on the seniority list.

3. The employer will keep the seniority list up-to-date and will make it available to the Association upon reasonable request. "Seniority list" as used herein shall mean a complete list based on District-wide seniority with provisions to show present job assignment.

The seniority list shall be distributed to the Association President and bargaining unit members on or before December 31 and on or before April 30 of each year.

4. By the end of September, the Board will provide to the Association treasurer a list of bargaining unit members currently employed detailing their positions and hours.

5. Should the employee leave the bargaining unit, but remain an employee of the School District or be on approved leave of absence and/or layoff, that person's seniority shall be frozen upon date of departure. Such employee shall remain on the seniority list and retain a right to recall to a bargaining unit position up to a maximum of two (2) years or as provided by law, whichever is longer; provided however that any bargaining unit member who will be in the third year of an approved leave of absence and/or layoff through the 2020/21 school year, shall be grandfathered in and allowed to remain on the seniority list for a maximum of three (3) years or through the 2020/21 school year, whichever is shorter. Upon return to the bargaining unit and active employment status, seniority shall again be accumulated from the point at which it was frozen. Members with frozen seniority, who are employed by the District in a position not in the bargaining unit may only bump into the bargaining unit due to layoff from their current position with Lakeview Public Schools.

D. Loss of Seniority and Permanent Status

An employee shall lose seniority for the following reasons:

1. the employee quits;
2. the employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
3. the employee does not return to work when recalled from layoff as set forth in the recall procedure;
4. failure to return from leave of absence without notification to employer;
5. the employee retires; or
6. the employee has had his/her seniority frozen and has not been recalled to a bargaining unit position for more than two (2) years since the date his/her seniority was frozen pursuant to Paragraph C. 5. above.

E. Layoff and Recall

1. If positions within the bargaining unit have been identified for layoff, all probationary employees will be laid-off first. Permanent status employees shall be laid-off by order of least seniority provided they are qualified to maintain a position consistent with this Agreement.
2. The Association shall be notified at least thirty (30) calendar days prior to any layoff being effectuated.
3. Employees to be laid-off shall be given at least thirty (30) calendar days notice prior to the effective date of layoff.
4. If an employee is being recalled to a position with fewer hours than that which she/he was laid-off, the employee may elect to decline the recall without loss of seniority and recall status.
5. Notice of all employment status changes shall be provided via district email to the President and to the Treasurer of the Association within ten (10) working days of the change.

F. Displacement/Reduction

When the identity of a position to be eliminated or reduced in hours has been determined, the President of the Association and the affected employees shall be notified immediately.

1. A pool meeting will be scheduled for all affected members inviting them to attend. A list of all "open" positions which will be filled at the pool meeting will be published at least forty-eight (48) hours prior to the meeting. The list will include a statement of qualifications and responsibilities for each position.
2. All employees with more seniority than the most senior person whose job is eliminated or reduced in hours, will maintain their current position and not be involved in the bumping process. All positions filled by persons with less seniority than the most senior person displaced shall be declared open. These positions will be filled by seniority and qualifications.

3. Displaced members will select positions in order of seniority until all available positions have been filled. Bargaining unit members for whom no position is available will be laid off.

G. **Expanded Work Force**

When the work force is increased, the vacancy will be posted. Bargaining unit members who are actively employed at the time of the vacancy shall be eligible to bid on such vacancies in accordance with ARTICLE IV. Resulting vacancies shall be similarly posted to actively employed unit members.

ARTICLE VI PROGRESSIVE CORRECTION & DISCIPLINE

The Board agrees that its rules and regulations governing employee conduct shall be reasonable and non-discriminatory. Any discipline, up to and including discharge, shall be only for just cause and shall be progressive with a union representative present. The employee has the right to waive (in writing) union representation. In the event that the employee waives representation, the Board shall provide notification of the waiver of representation within 30 days of the waiver. For employees waiving the right of representation, the Board shall promptly provide to the President of the Association the basis for the investigation and notice of action taken by the Board as a result of the investigation.

Disciplinary action will be understood as meaning verbal or written reprimand; suspension (meaning loss of pay and/or time on the job); and discharge (meaning involuntary termination of an employee by the Board of Education).

A verbal reprimand will be handled in a manner that will not embarrass an employee before other employees, students, or the public.

Before a determination is made to discipline an employee, the immediate supervisor shall have offered reasonable assistance and direction to the employee for the purpose of correcting his/her alleged deficiencies.

Discipline of the employee shall be progressive. It is expressly understood that due to the gravity and nature of an offense, discipline may be implemented at an appropriate level, which includes discharge.

Each member of the bargaining unit shall have the right to file a written reply to any disciplinary report placed in her/his file.

Progressive Correction & Discipline

A. **Informal**

In the first offense, the usual action will be a verbal warning.

B. **Verbal Reprimand**

If a problem persists, a conference shall be held between the employee, his/her immediate supervisor, and a union representative, at the employee's request, to notify the employee of the alleged problem area.

1. A form or a summary memorandum which would include the employee's signature, a short statement as to why the conference took place, the signature of the union representative that witnessed the conference, if one was present, and the signature of the administrator conducting the conference shall be used. A signed form will indicate a meeting has taken place but will not necessarily reflect agreement.

C. **Written Reprimand**

If the problem persists, a meeting will take place with the employee, the immediate supervisor and a union representative, at the employee's request, followed by a formal written reprimand which shall be issued to the employee. The written reprimand shall contain the specific problem area(s) that exist.

D. **Suspension**

If the problem persists, and if the supervisor still finds that the employee's conduct/performance has not improved, then the supervisor may request that the Superintendent/Designee institute suspension with or without pay. Suspension is limited to a maximum of ten (10) working days per occurrence.

The Superintendent/Designee will provide written notice to the employee with a copy to the union president, listing incidents and/or behaviors resulting in suspension. Suspension will take effect immediately.

E. **Discharge**

If the problem persists and the supervisor still finds that the employee's conduct/performance has not improved, then the Superintendent/Designee may discharge.

Except as otherwise provided by law, any complaint against an employee by a parent, student or other person will be promptly reported to the employee and the Association President. Complaints shall not be placed into the employee's personnel file unless the employee is given a right to make a reply to the complaint and, if such reply is made, it shall remain attached to the complaint as long as the complaint remains in the employee's personnel file.

Disciplinary records contained in an employee's personnel file shall be permanently removed after three years from the date of discipline, upon the employee's written request, in the event that there is no subsequent discipline within the three year time period.

The Board agrees that the private life of any employee is not an appropriate matter for the concern or attention of the Board unless it adversely affects the employee's ability to carry out professional functions or responsibilities to the School District.

Discipline up to and including discharge is grievable as provided in ARTICLE VII. The employee will have the right to appeal the suspension or discharge as a grievance.

ARTICLE VII GRIEVANCE PROCEDURE

- A. A claim by a bargaining unit member, or the Association, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Board, may be processed as a grievance as hereinafter provided (see Appendix D).
- B. In the event that a bargaining unit member believes there is a grievance, she/he shall first discuss the alleged grievance with her/his immediate supervisor, either personally or accompanied by the Association representative in an attempt to resolve the issue. This informal meeting shall be held within ten (10) working days of the violation, misinterpretation, or misapplication, or within ten (10) working days of the discovery thereof.
- C. If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the bargaining unit member may invoke the formal grievance procedure through the Association by filing a written grievance within ten (10) working days of the Informal Meeting. A copy of the grievance shall be delivered to the immediate supervisor. If the grievance involves more than one work location, it may be filed with the Superintendent/designee.
- D. Within ten (10) working days of receipt of the grievance, the immediate supervisor shall meet with the Association in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, her/his disposition of the grievance within ten (10) working days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days of such meeting the grievance shall be transmitted to the Superintendent/Designee. Within ten (10) working days, the Superintendent/Designee, shall meet with the Association on the grievance and shall indicate, in writing, her/his disposition within ten (10) working days of such meeting, and shall furnish a copy thereof to the Association.
- F. **Binding Arbitration:** If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days of such meeting, the Association at its sole discretion may within twenty (20) working days after the decision, appeal the grievance to arbitration. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) day period, and, if not so delivered, the grievance shall be abandoned. The arbitrator shall be appointed under the rules of the American Arbitration Association.

The arbitrator, so selected, will confer with the parties and hold hearings promptly and will issue a decision as soon as possible from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth her/his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to or subtract from the provision of this Agreement. The Arbitrator's authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district, or local laws.

The decision of the arbitrator, if within the scope of this authority as above set forth, shall be final and binding.

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

- G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- H. For the purpose of assisting a bargaining unit member, or the Association, in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit a bargaining unit member and/or Association representative, at employee's discretion, access to, and the right to inspect and acquire copies of her/his personnel file and any other public files or records of the Board which pertain to the bargaining unit member or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- I. A bargaining unit member, who must be involved in the formal meetings specified in this grievance procedure during the work day, shall be excused with pay for that purpose.
- J. If a grievance arises from the action of an authority higher than the immediate supervisor of the bargaining unit member, the Association may present such grievance at the appropriate step of the grievance procedure.

**ARTICLE VIII
WORK DAY, WEEK, AND YEAR**

- A. The work year and work day for all unit members will be determined by the attendance of students in the building where they are assigned. Any deviation from the schedule will be specified in this contract.
 - (1) All unit members will be required to work the two (2) days before the student calendar, consistent with the teachers' scheduled work days. In addition, Media Technology Assistants and Latchkey Assistants shall also be required to work one day after the student calendar. Some additional paras may be requested to work one day beyond the student calendar to complete close of year activities. This will be on a voluntary basis.
 - (2) Latch key assistants will work student half days, including parent-teacher conferences.
 - (3) The minimum work day for full-time assistants will be as follows unless affected by student attendance:

(a) Building Assistant/Hall Monitor/Security	2.0 to 8.0
(b) Media Technology Assistant	7.75
(c) Special Education Assistant	6.5 to 6.75
(d) Pre-School Assistant	6.5 to 8.0
(e) Classroom Assistant	6.5
(f) Latch Key Assistant	3.0 to 4.75

(g) In-House Suspension Assistant	7.0 to 7.75
(h) Computer Lab Assistant	8.0
(i) Parking Lot Assistant	7.5
(j) Locker Room Assistant	7.0
(k) Student Support Assistant	7.0
(l) GSRP Lead Teacher	7.5
(m) GSRP Associate Teacher	7.5
(n) At Risk Innovative Program Paraprofessional	8.0

- (4) All unit members required to work additional hours outside of their regular work hours shall log the hours in the District's automated timekeeping system and will be paid at their normal hourly rate. Additional hours outside of a bargaining unit member's regular work hours must be pre-approved by an administrator.
- B. The special education assistants will be paid stipends of \$350 and \$100 respectively for State and County Special Olympics respectively.
- C. Full-time pre-school assistants must have 2000 hours of on-the-job pre-school or kindergarten (with the approval of the Superintendent/Designee) working experience prior to employment. Part-time pre-school assistants must have 1000 hours of on-the-job pre-school or kindergarten (with the approval of the Superintendent/Designee) working experience prior to employment. The supervisor of pre-school assistants shall try to schedule part-time pre-school assistants with a block-time shift; split shifts will be avoided when possible. Pre-school assistants will be paid at their regular hourly rate (time and one half if over forty 40 hours in a week or over eight 8 hours in a day) when students are not picked up on time.
- D. Part-time assistants, with the exception of latch key, will be employed for a minimum of three (3) hours per day. All part-time positions will be combined unless prohibited by the schedule. No more than one (1) part-time position will exist in any assistant classification, with the exception of Latchkey positions.
- E. Assistants working less than four (4) consecutive hours per day shall have one (1) paid fifteen (15) minute break; assistants working four (4) or more consecutive hours per day shall have two (2) fifteen (15) minute breaks per day. Breaks shall be scheduled with the immediate supervisor and may be scheduled to lengthen the lunch period.
- F. All assistants are entitled to a 30 minute non-paid duty-free lunch period.
- G. Assistants shall be notified of any modification of rules, regulations, and policies pertaining to students and employees.
- H. The District shall provide first aid, CPR, or other specialized training required by the State or by the employer for continued employment within the employee's classification.
- If training occurs beyond the work day, the employee will be paid for time required to participate in, and the cost of, such training programs.
- I. Twelve month employees shall receive two (2) weeks paid vacation after the first year of employment and three (3) weeks paid vacation after ten (10) years of service.

- J. One latch key assistant from each building shall receive one (1) hour per week additional paid time for billing/receipting accounts.
- K. The employer will pay for physicals and TB tests when required by the Board.
- L. All work performed beyond the assistant's regular scheduled hours will be paid. For latch key employees who work beyond 6:15 PM due to late pick-ups, up to one employee, per day per site, will be paid double his/her hourly rate, pro-rated, for the time worked.
- M. Clean Intermittent Catherization (C.I.C.) and other "Medical" Procedures - To the extent possible, all persons involved in the administration of this procedure shall be unit members who volunteered for the responsibility. If no one in the building volunteers, the Administration will determine which position will be responsible for the assignment and declare the position vacant and will displace the member who holds the position. Administration will issue a posting to all bargaining unit members. If qualified members apply, they shall be awarded the position. If no one applies, the Board may hire a new employee for the position. The District will then implement the layoff provisions of the agreement to layoff a unit member, if required.

All persons newly hired as assistants will be advised that unit members may be required to perform this duty at the time of initial employment.

Two persons must be present at all times the procedure is administered; one designated as the person with the primary responsibility for the procedure and the other designated as an observer. Additional persons will be identified to assume the responsibility in the event that the primary persons responsible are absent.

The District will purchase liability insurance which covers all persons involved in administering this procedure. A specific statement of insurance coverage from the District's insurer will be provided to the Association upon request.

Both the instructions from the student's doctor and a specific parental permission statement will be kept on file by the District and will be provided to the Association upon request.

No unit member will be required to perform these procedures without professional medical supervision and assistance until the member has completed an adequate training program which includes supervised actual experience resulting in the acknowledged competency of the assistant.

Emergency procedures will be identified. The assistant will be trained in these procedures and they will be posted in the facility where the procedure is administered. A certified health care professional will be available by phone at all times the procedure is to be administered.

Primary giver receives \$1,000 annual stipend.

Observer receives \$500 annual stipend.

The observer will function as the backup giver when the primary assistant is absent.

The backup observer will receive \$2.50 additional pay on a per procedure basis payable on a semester basis.

N. **Administration of Medication to Students**

The primary responsibility for the dispensing of non-invasive medication to students will be assigned to bargaining unit members subject to the following conditions:

1. The principal shall offer the assignment first to volunteers. After asking for volunteers, the principal will assign the duties to a member. A consideration in assignment will be the amount of disruption of the bargaining unit member's original assignment.
2. A common procedure for dispensing medication shall be established to conform with Board Policy currently in effect. District forms and record keeping shall be used unless deviations are approved by the Superintendent/Designee.
3. Bargaining unit members will be covered by District liability insurance. All bargaining unit members dispensing medication shall follow the specific procedures.
4. Bargaining unit members who perform this assignment will receive a \$1,000 stipend.
5. Bargaining unit members who perform this assignment as back-up, shall receive a stipend of \$500.00.
6. Training
 - a. The District shall provide training to bargaining unit members upon assignment of this duty and, upon the assignment of administration of a new medication and/or a new manner of administration of medication.
 - b. The District shall provide annual refresher training to all bargaining unit members assigned to this duty, when needed.
 - c. The District shall provide compensation at the bargaining unit member's regular hourly rate of pay in the event that the training is held outside a regularly scheduled duty period.

O. **In-service**

The Board will provide three days of in-service per fiscal year paid at the employee's regular hourly pay rate. The Administration can require unit members to attend in-service programs for no more than three (3) days each summer. These days may be scheduled the week immediately preceding the first week school is in session for students or the week immediately following the last week school is in session for students unless mutually agreed to alternate dates. The Friday immediately preceding Labor Day shall not be scheduled for such required in-service programs. Unit members who attend will be paid their regular rate of pay for such work.

P. **Substitutes**

The following procedure is agreed to for determining when and where bargaining unit members may substitute in another bargaining unit position:

- (a) A list of bargaining unit members who wish to substitute is submitted by the

Union to the Superintendent/Designee within five (5) working days of agreement to this letter and each September 15, thereafter, and

- (b) the substitute assignment does not interfere with the complete fulfillment of the bargaining unit member's primary assignment, and
- (c) the Administration may ask any bargaining unit member on the list, without regard for previous substituting, or seniority, and
- (d) the Administration is required to ask a minimum of five (5) bargaining unit members before requesting a non-bargaining unit member to substitute, and
- (e) the substitute's assignment does not cause any overtime (time and one half) payment to the bargaining unit member. In the event that the District is unable to cover the absence without a member going into overtime, the member will be paid overtime after forty (40) hours at time and one half, and
- (f) the bargaining unit member must be available for the entire substitute assignment on that day, which he/she accepts, and
- (g) if the member did not pre-arrange for a substitute, the absence will be filled through the substitute system, and
- (h) the Administration will maintain a good faith effort to equalize, as much as possible, assignments as a substitute to bargaining unit members as identified in the above process. Substitute assignments will not be denied by an administrator except for cause.
- (i) payment for the above described substitute will be at the Step 6 or at the bargaining unit member's regular rate of pay, whichever is higher.

Q. Bargaining unit members shall not be assigned to substitute for professional staff.

ARTICLE IX SALARIES

- A. The salaries of staff covered by this Agreement are set forth in Appendix A which is attached to and incorporated in the Agreement. Such salary schedule shall remain in effect during the term of this Agreement
- B. Notification in writing will be sent to the Association president and treasurer of all new hires/transferees and their classification and rate of pay on the same day as notification of such hiring or transfer is sent to the employee.
- C. Newly employed persons shall be placed on the probationary step of the salary schedule. Upon the successful completion of the probationary period, the employee shall move to Step 1.
- D. Lanes shall be paid by the District to an eligible bargaining unit member upon presentation of proof of college credit and/or degree attainment ("Two years" = 48 credit hours/12 credits per semester (full-time status) x 4 semesters) by the eligible bargaining

unit member. Bargaining unit members who are currently being paid at the "College 2 Year" rate shall remain at this pay rate.

ARTICLE X PAID LEAVES

- A. All regular employees are entitled to twelve (12) days paid leave per year from service in their respective positions with accumulation up to one hundred eighty (180) days. These leave days shall be front loaded at the start of each school year, or at the time of hire, if an individual is hired after the start of the school year. Leave days shall be pro-rated from date of hire to July 31st for new hires. Leave days will also be pro-rated when a member is no longer employed by the District, with the proration being based upon the employee's separation date from the District.
1. Personal and/or family illness, accident, funeral, bereavement, personal business, or birth of a child.
 2. Personal business days shall be used to conduct business that cannot be scheduled outside school hours.
 3. Leave days shall not be utilized to extend holiday leaves or vacations.
- B. **Attendance Incentive**
Frequent absences reduce individual employee output and negatively impact the effectiveness of the organization. Therefore, the District encourages employees to only use leave days when absolutely necessary and will provide a monetary incentive for those members who utilize minimal leave days for the purposes of personal illness, family illness, personal business, bereavement, and/or unpaid vacation days. (The use of school business, professional development, union/association release or jury duty days will not be counted in this calculation.)
- Members will be paid;
- \$125 for no more than the use of four (4) leave days annually
 - \$150 for no more than the use of three (3) leave days annually
 - \$175 for no more than the use of two (2) leave days annually
 - \$200 for no more than the use of one (1) leave days annually
 - \$250 for more than the use of zero (0) leave days annually
- Stipends will be paid on the employee's regular payroll check upon completion of the his/her contractual work days.
- C. Assistants will not be charged sick leave due to absence from their jobs for reason of illness or injury definitely established as contracted as a result of their employment, such as; chicken pox, conjunctivitis, head lice, impetigo, measles, mumps, rubella, scabies, and scarlet fever. A physician's statement will be submitted upon request.
- D. The first eight (8) days absent from work due to job related injury shall not be deducted from sick leave.
- E. When an excessive pattern of absences persists, the District may reasonably require the employee to provide substantiation.

F. **Procedure**

1. Whenever possible, at least twenty-four (24) hours advance notice will be given before leave is used.
2. All employees shall report absences through the District's substitute system.

- G. In case of resignation, retirement or death of a bargaining unit member with ten (10) years or more of service in Lakeview, he/she shall receive twenty-five (\$25) dollars for each unused leave day, up to the maximum allowable accumulated days.

**ARTICLE XI
UNPAID LEAVE POLICY**

- A. The Board, upon written request, shall grant a leave of absence for a period not to exceed one (1) year, subject to renewal at the will of the Board.
- B. Types of leaves of absences are; medical, military, study, personal, government and/or professional service.
- C. A leave of absence for study, personal, or government and/or professional service shall not be granted during the first year of employment.
- D. The maximum allowance for leaves (except medical leaves and as otherwise provided by law) shall be three (3) consecutive years. Leaves shall be granted for one (1) year only (except medical leaves and as otherwise provided by law), and may only be renewed for additional years at the will of the Board.
- E. In addition to the normal disability leave for the birth of a child, or for the adoption or assumption of legal custody, employees shall be granted a child rearing long term leave without pay or benefits for up to one (1) year. This leave may be renewed by the Board for up to five (5) years upon the written request of the employee. Written request for renewals must be submitted to the Human Resources Office by April 15th for the next school year.
- F. Elected or appointed officers of the Association shall, upon request, be granted a professional service leave of absence, without pay or benefits, for a period of one (1) year. Such leave may be extended, upon request, from year to year.
- G. Employees requesting to return from leave will be returned to the same position or to an equivalent position in the bargaining unit on the basis of seniority. Such placement shall not cause the displacement of a more senior employee nor prevent the recall of the more senior employee.
- H. Upon return from leave of absence, accumulated sick days shall be reinstated. No additional sick days shall be accumulated during leave of absence, including sabbatical.
- I. All leaves shall expire at the conclusion of a school year and are subject to renewal at the will of the Board, with the exception of a medical leave or as otherwise provided herein.
- J. Employees wishing to extend their leave shall submit a request for extension to the Human Resources Office by April 30.

- K. Employees wishing to request a new leave of absence for study, personal, or government and/or professional service shall submit a written request to the Human Resources Office by July 15th.
- L. Employees wishing to return from a leave must submit a written intent to do so to the Human Resources Office by December 1st for a spring semester return or by July 1 for a fall semester return.
- M. **Family and Medical Leave Act**
Notwithstanding any of the leave provisions of this Agreement, bargaining unit members shall be entitled to all benefits provided by law.
- N. **Return from Leaves, Benefits on Leaves**
For the first ninety (90) calendar days of unpaid leaves the employee's seniority shall continue. Insurance benefits may be continued at employee expense. The position will be staffed by a non-unit substitute and the employee will be returned to that position upon return.

For unpaid leaves which extend beyond ninety (90) calendar days, seniority is frozen; Board paid insurance benefits cease (unless employee continues at own expense) and the position is posted as a vacancy. Upon return from leave, the employee will be awarded the first vacancy which he/she is qualified for and has seniority rights to claim.

ARTICLE XII INCLEMENT WEATHER AND SCHOOL CLOSING DAYS

- A. Nothing in this Agreement shall require the Board to keep offices, schools, and administration open in the event of inclement weather, natural disaster, public disturbance, or when otherwise prevented by an Act of God. When the schools are closed to students, due to the above conditions, all bargaining unit members shall not be required to report to their job assignments for up to three (3) days per year. Should the District be closed to students due to the above reasons in excess of three (3) days, all bargaining unit members will be required to report to work, utilize one of his/her personal leave days, choose to take the day off without pay, or be docked his/her per diem daily rate of pay should they not have any leave days remaining. The Superintendent/Designee may designate additional days beyond the three (3) as days the district is closed to all employees due to unsafe weather conditions. In the event that this occurs, members will not be required to utilize a leave day and will not be penalized pay.
- B. In the event that a building is closed to students due to mechanical, electrical or structural failures, all bargaining members are still expected to report to work. Depending on the circumstances, bargaining unit members may be required to report to a different location.
- C. In the event the Superintendent/Designee decides to keep latch key open on days schools are closed due to inclement conditions, staffing will be on a voluntary basis. Bargaining unit members who work will receive double time. In the absence of volunteers, positions may be filled from outside the bargaining unit.

ARTICLE XIII JURY DUTY

When bargaining unit members are summoned to jury duty, they must submit the notice to the Superintendent/Designee of Schools.

Bargaining unit members who serve on jury duty shall receive their regular compensation for days of jury duty and will remit to the District the stipend received for their service, not including the reimbursement for mileage.

ARTICLE XIV BARGAINING UNIT MEMBER PROTECTION

- A. Every effort will be made to assure that no bargaining unit member shall be forced to work in a building alone.
- B. Any case of assault upon a bargaining unit member shall be promptly reported to the Board. The Board will advise the individual of her/his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.
- C. The Board shall provide bargaining unit members disposable smocks to be used when dealing with students where bodily fluids are present.
- D. In the event a disciplinary action is contemplated as a result of a complaint or charge made by any person or group, not employed by the Board, against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.
- E. The Board shall provide training for bargaining unit members assigned to work with medically fragile students or students identified as having special needs who previously would have been placed in center programs. The Administration and the Association will meet to discuss the appropriate training.
- F. Members shall be reimbursed, with the proper documentation, for damages to their personal property occurring as a result of performing their job responsibilities.
- G. Evaluation
 - 1. The main purpose of evaluations is to acknowledge good performance and, where applicable, to provide meaningful direction for improvement of performance.
 - 2. Bargaining unit members shall be evaluated in their first year of employment and then at least once every three (3) years thereafter, by his/her immediate supervisor, unless there is a performance concern in which time the member will be evaluated more frequently.
 - 3. In completing an evaluation, the building administrator shall use the evaluation tool attached hereto as Attachment 1. The building administrator may seek input from the teacher(s) to whom the bargaining unit member is assigned.

4. A copy of the completed evaluation form shall be provided to the bargaining unit member no later than five (5) days prior to the end of the school year for which the bargaining unit member was evaluated. The bargaining unit member shall be provided the opportunity to review and discuss the evaluation with his/her evaluator. Such meeting shall be held prior to the conclusion of the school year.
5. Bargaining unit members shall sign the evaluation to acknowledge receipt. The signature shall only signify receipt; the bargaining unit member's signature shall not mean the bargaining unit member agrees with the content of the evaluation. Each member shall have the right to file a written reply to any evaluative report placed in her/his file.
6. In the event that a bargaining unit member is evaluated unsatisfactory, the evaluator shall provide specific written recommendations for the bargaining unit member's improvement.
7. Each member of the bargaining unit shall have the right to review the contents of her/his personnel file. Each member shall have the right to file a written reply to any evaluative report placed in her/his file.

ARTICLE XV ASSOCIATION ACTIVITIES

- A. The Association and its representatives shall have the right to use Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the buildings prior to the beginning of the work day nor until 10 p.m. during the school year, nor until 3 p.m. during the summer.
- B. The Association shall be permitted to transact official Association business on Board property at all reasonable times, provided that it shall not interfere with, or interrupt, normal operations.
- C. Staff bulletin boards and other established media of communication shall be made available to the Association and its members.
- D. The Association members shall have the right to distribute Association material to other bargaining unit members so long as such distribution does not interfere in the normal operation of the work area or her/his job performance.
- E. The Association members shall be permitted to use Board equipment, including typewriters, copying machines, calculators, audio-visual items, fax machines, and computers when such equipment is not otherwise in use.
- F. Release time shall be granted without loss of pay to the Association for members to handle Association business that cannot be completed after working hours.
 1. No more than ten (10) days per year may be granted.
 2. The request for such days must be submitted to the Superintendent/Designee at least forty-eight (48) hours prior to the day.

3. The requests will be reviewed by the Superintendent/Designee for appropriateness before being granted.
- G. An assistant, required as an essential witness in a grievance during the school day, shall be released from her/his regular duties without loss of pay, provided that the Superintendent/designee or appropriate administrator has requested that such a grievance meeting be held during the school day.
- H. Assistants shall be released from their regular duties without loss of pay to meet with the MERC or arbitrator, provided that their presence is essential to such proceedings. Up to two (2) persons may be so designated in any single proceeding.

ARTICLE XVI NEW POSITIONS

- A. Should the Board wish to establish any new bargaining unit positions not specifically mentioned in this contract, said position shall be determined as to wages, hours, and conditions of employment in consultation with the Association prior to its effective date of operation.

ARTICLE XVII EMPLOYEE BENEFITS

- A. Attendance at conferences, conventions, and out-of-district meetings may be requested by either party. When, by mutual agreement, the employee does attend such activities, the employee will be reimbursed for expenses. If such activities occur during working hours, the employee shall suffer no loss of pay.
- B. At the employer's discretion, employees may work or attend conferences, in-service training days, or school staff meetings. The employee will be paid at her/his regular hourly rate for each hour spent at the conference, in-service meeting, or staff meeting.
- C. When traveling on approved school business, the employee shall be reimbursed at the Board approved rate.
- D. When work assignments occur in more than one building, the employee shall be reimbursed for mileage at the Board approved rate.
- E. **Insurance Benefits**
The Board shall provide multiple insurance benefits plan options, as listed below in Plans A-D, and allow all members in the bargaining unit to select the plan of their choice. Members may forego selecting an insurance benefits plan listed in Plan A-D and instead elect benefits under PLAN E as listed below to receive an in-lieu-of payment. Additionally, the Board shall provide the Long Term Disability Insurance benefits listed below for all members. Such benefits for medical and prescription insurance benefit plans that cost below the Hard Cap shall be provided, without cost to the members. If an employee selects a health care insurance benefit plan that costs more than the Hard Cap, as annually established by PA 152, the employee is responsible for paying for the difference. The cost will be paid by payroll deduction.

a. **PLANS A-D**

1. HEALTH INSURANCE

- (a) A bargaining unit member who is employed six (6) hours or more per day is considered full-time and is eligible. *(Thirty (30) hours per week)*
- (b) Under Hard-Cap Insurance Rebate- If a member selects a health insurance benefits plan that costs less than the annual hard-cap amount, they will be entitled to an off-schedule rebate payment of 40% of the savings between the plan cost and the hard-cap amount. Due to the fact that the medical benefit cost calculations function under a “plan year” based on the January through December calendar year, this rebate will be paid out annually on the first payroll check in February, accrued from the previous calendar year.
- (c) A prescription program shall be provided through a third-party administrator. In addition, members may receive a three-month supply of maintenance prescription drugs for a one month co-pay, excluding Plan D listed above, at either retail or mail order pharmacies. The prescription drug program will provide the same or better level of access to medications as Blue Cross Preferred prescription drug card. (HSA plan- Medical and Rx are together).

The Board shall provide, without cost to the employee, twenty-thousand (\$20,000) of life and AD&D insurance.

Health Care Insurance Benefit Plans			
Plan A	Plan B	Plan C	Plan D (New PPO HSA Plan)
Deductible: Single \$300/Family \$600 Member Coinsurance: 0% Office Visit: \$10 Preventive: 100% ER: \$50	Deductible: Single \$1,000/ Family \$200 Member Coinsurance: 0% Office Visit: \$30 Preventive: 100% ER: \$150	Deductible: Single \$500/Family \$1,000 Member Coinsurance: 20% Office Visit: \$20 plus Deductible & Coinsurance Preventive: 100% ER: \$150	Deductible: Single \$2,000/Family \$4,000 Member Coinsurance: 0% Office Visit: 100% after Deductible Preventive: 100% ER: 100% after Deductible (Out-of-Pocket Maximum- \$3,000/\$6,000. Medical and RX total)

<p>Generic Rx: \$0 Brand Rx: \$20 Brand with Generic Rx: \$30</p> <p>Contraceptives: Generic 100% Covered Brand= Copay</p> <p>90 Day Mail Order = 1X Copay</p> <p>RX Out of Pocket Maximum= \$1,600 single \$3,200 family</p> <p>*Out of Pocket maximum indexes annually according to PPACA.</p>	<p>Generic Rx: \$0 Preferred Brand Rx: \$30 Non-Preferred Brand: \$50</p> <p>Contraceptives: Generic 100% Covered Brand= Copay</p> <p>90 Day Mail Order = 1X Copay</p> <p>RX Out of Pocket Maximum= \$1,600 single \$3,200 family</p> <p>*Out of Pocket maximum indexes annually according to PPACA</p>	<p>Generic Rx: \$0 Preferred Brand Rx: \$30 Non-Preferred Brand: \$50</p> <p>Contraceptives: Generic 100% Covered Brand= Copay</p> <p>90 Day Mail Order = 1X Copay</p> <p>RX Out of Pocket Maximum= \$1,850 single \$3,700 family</p> <p>*Out of Pocket maximum indexes annually according to PPACA</p>	<p>Generic Rx: \$10 after deductible Preferred Brand Rx: \$40 after deductible Non-Preferred Brand: \$80 after deductible</p> <p>Contraceptives: Generic 100% Covered Brand= Copay</p> <p>90 Day Mail Order = 2X Copay after deductible</p> <p>Medical & RX Total Out of Pocket Maximum= \$3,000 single \$6,000 family</p> <p>*RX and Medical are with the same carrier for the HSA plan</p>
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*The parties agree that the District shall add a rider to all of the above-referenced plans for Autism benefits.

2. **Optical and Dental:** The Board shall provide without cost to the employee, dental and optical coverage which may be self-funded. See Appendix B for coverage levels.

(e) New hires will be granted health insurance benefits commencing on the ninety-first (91st) day of their employment.

3. **Health insurance payments** by the Board shall be for twelve (12) months or up to the date that employment with the District has been separated. The Board shall pay the maximum insurance hard cap allowed by law (MCL 15.561). Any amount over the hard cap shall be paid by the bargaining unit member through payroll deduction. In the event that the Association identifies plan designs with the same or better benefit coverage that is less costly than the current plan designs offered by the Board, the parties agree to meet to review the plan designs and may agree, during the term of this Agreement, to change insurance plan designs.

4. **Group Insurance - Part Time Employees:** For employees working three (3) hours or more but less than six (6) hours per day the Board will pay sixty-six and two thirds percent (66-2/3%) of the Board contribution;

F. In-lieu of health insurance, a full-time member of the bargaining unit who opts out of Plans A-D and provides documentation that he/she is covered by an alternative medical/prescription program will be paid three thousand dollars (\$3,000) annually on a bi-weekly basis beginning at the conclusion of the open enrollment period. In addition,

eligible employees who forego health insurance will be provided without cost to the employee dental, optical, LTD, and life insurance as identified in Appendix B.

If a National Health Insurance Program is instituted by action of Congress or any government agency during the life of this Agreement, the parties hereto shall meet to renegotiate this Article over the impact of the change(s). The parties agree that the objective of the negotiations will be to make employees whole for the level of benefits provided in this Agreement.

- G. The Board shall provide, without cost to the employee, twenty-thousand (\$20,000) of life and AD&D insurance.
- H. **Optical and Dental:** The Board shall provide without cost to the employee, dental and optical coverage which may be self-funded. See Appendix B for coverage levels.
- I. **Tuition Reimbursement:** The Board will reimburse employees up to twenty (\$20) per credit hour for attending and passing pre-approved job-related classes at the community college level; and at twenty-four (\$24) undergraduate; thirty-four (\$34) graduate, per term hour or forty (\$40) undergraduate; fifty (\$50) graduate, per semester hour, for attending and passing pre-approved job-related classes at the college or university level. The classes must be pre-approved in writing by the Superintendent/Designee.
- J. The following days constitute paid holidays for which the employee will be compensated at the regular rate of pay:

Thanksgiving	Martin Luther King, Jr Day
Friday after Thanksgiving	Winter Break Two (2) days
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day
New Year's Eve Day	Labor Day - if subsequent to the first work day
New Year's Day	

An employee, unless ill, must work the last scheduled work day before and the first scheduled work day after a paid holiday in order to receive holiday pay.

K. **Sick Bank**

A sick bank program has been established consisting of the following terms:

1. In the event that the Unit Sick Leave Bank is depleted to ninety (90) days or fewer days, the Unit Sick Bank will then be built up again until it reaches ninety (90) days by the deposit, at the beginning of each school year of one day from each employee's paid leave days.
2. The first twenty-five (25) working days of illness or disability will not be covered by the Bank, but must be covered by the bargaining unit member's own accumulated paid leave time or absence without pay.
3. Bargaining unit members withdrawing Unit Sick Leave days will not be required to replace those days, except as regular contributing members of the Unit Sick Leave Bank.

4. The number of days used from the Unit Sick Bank shall be limited to forty (40) days per occurrence. In no event shall a bargaining unit member be entitled to use Unit Sick Bank Days beyond 90 calendar days.
 5. The Association Sick Leave Bank Committee may make an exception to Section 4 in the event of a special circumstance.
 6. On July 1 of every year, the District shall provide an account of the Unit Sick Leave Bank. This accounting will include the names of the bargaining unit members who have used the days from the Bank, the number of days used by each and the number of days remaining in the Bank.
 7. If any bargaining unit member accumulates more than the maximum number of leave days allowed by Article X, Paragraph A (180 days), 50% of any accrued unused days in excess of 180 days shall be deposited into the Unit Sick Bank.
- L. **Disability:** The Board of Education will provide a long-term disability insurance program as defined below:

Beginning on the ninety-first (91st) day of disability, Assistants may receive sixty six and two thirds percent (66-2/3%) of their annual base salary to age sixty-five (65), maximum two-thousand dollars (\$2,000.00) per month, in accordance with the terms of the authorized insurance company contract.

ARTICLE XVIII **COPIES OF MASTER AGREEMENT**

Copies of this Agreement shall be printed at the Board's expense, and shall be presented to all employees now employed, or hereafter employed by the Board.

APPENDIX A SALARY SCHEDULE

December 1, 2020-July 31, 2023 Base Salary Schedule

2% On Schedule - Effective 10/21/2019	STANDARD	College (2 Years)	Bachelor's Degree	Bachelor's Degree w/Teaching Certificate & ZA and/ or ZS Endorsement
Probation	\$14.79	\$15.49	\$16.17	\$19.37
Step 1 (91 st day-Year 1)	\$15.41	\$16.13	\$16.70	\$19.88
Step 2	\$16.03	\$16.70	\$17.32	\$20.44
Step 3	\$16.13	\$16.85	\$17.46	\$20.59
Step 4	\$16.24	\$17.01	\$17.61	\$20.75
Step 5	\$16.34	\$17.16	\$17.75	\$20.90
Step 6	\$16.44	\$17.32	\$17.89	\$21.06

Step 7	\$16.55	\$17.47	\$18.04	\$21.21
Step 8	\$16.65	\$17.63	\$18.18	\$21.37
Step 9	\$16.75	\$17.78	\$18.33	\$21.52
Step 10	\$16.97	\$18.01	\$18.53	\$21.73

- Paraprofessionals working in any special education assignment will receive a “premium” of \$.10 per hour for the hours they perform these work functions.

Longevity

Longevity shall be paid to every bargaining unit member having completed 10 years or more of service in the bargaining unit.

Longevity will be paid at the following amounts for experience in Lakeview Public Schools;

Completion of Ten (10) through Eleven (11) Years	\$250
Completion of Twelve (12) Years through Fifteen (15) Years	\$350
Completion of Sixteen (16) Years through Twenty (20) Years	\$450
Completion of Twenty-First (21) Year and beyond	\$550

Longevity amounts shall not be cumulative. For those paraprofessionals whose longevity year falls at the conclusion of the first semester, a longevity payment equal to one-half (1/2) the above amount will be paid for the remainder of the school year. Full longevity payment will begin the following year. Bargaining unit members hired on, or before, September 15th will receive credit for a full year.

Longevity pay shall be paid on the last pay of the contract year.

2020/2021 Through 2022/23 Salary Schedule Addition

2020/2021 School Year

- All eligible bargaining unit members shall advance one step effective on 1/1/21.
- Eligible bargaining unit members will not qualify for an additional step beyond the one identified above. All other wage impacts set forth in the *Salary Schedule Addition-Revenue Impact* chart below shall apply.

2021/2022 School Year

- Wage impacts set forth in the *Salary Schedule Addition- Revenue Impact* chart below shall apply.

2022/2023 School Year

- Wage and benefit reopener. The parties shall commence bargaining for the 2022/2023 school year shall on or before August 15, 2022.

Salary Schedule Addition- Revenue Impact	
	Wage Impact
-\$400,000	-1 % Off Schedule Lanes On Schedule No Steps
-\$200,000	-0.5 % Off Schedule Lanes On Schedule No Steps
\$0	0% Lanes On Schedule No Steps
\$575,000	.5% Off Schedule Lanes On Schedule No Steps
\$700,000	.75% Off Schedule <u>OR</u> Step On Schedule (depending on the employee's step status) Lanes On Schedule
\$800,000	1% Off Schedule <u>OR</u> Step On Schedule (depending on the employee's step status) Lanes On Schedule
\$1,325,000	1.0% On Schedule Lanes On Schedule Steps on Schedule
\$1,600,000	1.5% On Schedule Lanes On Schedule Steps on Schedule
\$1,800,000	2% On Schedule Lanes On Schedule Steps on Schedule

- The Board of Education believes that the District's Fund Balance needs to be grown to get back up to the Board's fund balance goal of 8-10% ratio to overall revenue.
- If the fund balance, as determined by the annual audit exceeds 9%, members will receive an off-schedule payment of 1% of their annual base salary (contract amount, longevity, and attendance incentive) from the fiscal year the fund balance exceeded 9%, as reported on the financial audit (Approximately in October each year).
- The District's current averaged MPSERS retirement rate is 42.72%. The State contributes 14.51% to offset the cost to the District, with the District being responsible for paying 28.21%. The wage structure above is dependent on the District's responsibility for the MPSERS retirement rate not to exceed 27.0%. If the District's responsibility for the MPSERS retirement rate exceeds 27.0% both parties will be required to reopen the Revenue Salary Formula portion of the contract.
- The revenue identified in the Salary Schedule Addition – Revenue Impact above is limited to lines 22a Prop A Obligation and 22b Discretionary Payment, 40% of Special Education Headlee Obligation 51C and 30% of 31A At Risk as reported on the December State Aid Status Report, and Local revenue identified in Accounting Class Code 111 (Per the State of Michigan 1022 Accounting Manual), and any additional unrestricted revenue from the Macomb County Enhancement millage or other county-wide or regional millage. It does not include allocations for other programs or sources (eg, Title I, 70% At Risk

31 A, 60% Special Education Headlee Obligation 51C, Sale of a building and State aid adjustments, etc).

- The calculation for the “Revenue Exceeds” column shall be as follows:
 - the difference between Line 22a, ~~and~~ 22b, 30% of 31A At Risk and 40% of Special Education Headlee Obligation 51C revenue as reflected on the current and previous year December State Aid Status Reports.
 - the difference between the Accounting Class Code 111 revenue (Property Taxes) received by the District, as reported on audited financial records, in the current and previous fiscal years.
 - Any additional unrestricted revenue from the Macomb County Enhancement Millage or other county-wide or regional millage will be included in the revenue calculation the first year that it applies. Thereafter, 50% of the change in allocation will be used in the calculation of the revenue for wage impacts. (The District is not obligated to pay wage impacts related to a county-wide or regional millage until the funds have been received by the District).
- Should the basic components of calculation for the “Revenue Exceeds” column used herein be changed in future fiscal years, the parties agree to meet prior to determine what, if any, effect the change has on this formula.
- Because it is not the intent by either party to advance steps for newly hired members in their first year of employment, all employees hired between August 1st and December 31st of a year, will receive wage impacts triggered by a change in revenue but will not advance in steps in their first year of employment with the district, with the exception that probationary members shall advance to Step 1 after the 91st day as provided in Appendix A- Salary Schedule.
- For purposes of step advancement, the first year of employment shall be considered a full year regardless of what month the bargaining unit member commenced employment.
- Wage Impact Actions noted above will be in effect from January 1 through December 31 of each year of this Agreement.
- All of the above bullets shall apply for each and every year of this Agreement.

<p>Appendix B Lakeview Educational Support Personnel Association/MEA Insurance Benefits</p>
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Dental Insurance

Dental coverage shall have the following benefits: Class I (diagnostic/preventive) 100%, Class II (restorative) 90%, Class III (major restorative) 90%, Class IV (orthodontic) 80%. There will be a maximum annual benefit of \$1250 on Classes I, II, III, and a lifetime maximum of \$1500 on Class IV. The 100/90/90/80 dental plan is an indemnity, self-funded plan administered by a third party administrator. It does not utilize a network and claims will be paid directly to the provider.

Optical Insurance

Vision coverage shall be a 12/12/12 vision program administered by a third party administrator.

The plan will pay up to thirty-five dollars (\$35) for an optometrist and forty-five (\$45) for an ophthalmologist, once every twelve months. It will cover up to fifty-five dollars

(\$55) for standard eyeglass frames once every twelve months. It will also cover eyeglass and contact lenses once every twelve months up to the following amounts:

Eyeglass Lenses:

	Clear	Tints	Polarized
Single Vision	\$38	\$42	\$56
Bifocal	\$60	\$70	\$90
Trifocal	\$72	\$84	\$110
Lenticular	\$108	\$118	\$138

Contact lenses: \$115 (\$200 if contact lenses are medically necessary).

This 12/12/12 vision plan is an indemnity, self-funded plan. It does not utilize a network and claims will be paid directly to the provider.

Disability Insurance

Beginning on the 91st calendar day of the disability, employees eligible for insurance benefits may receive 66 and 2/3% of their annual base earnings.

The amount of LTD benefits is limited may be offset by income from other sources. These benefits may continue until the eligible employee reaches the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act, in accordance with the terms of the insurance contract.

Health/Rx coverage for up to two (2) years while on LTD.

The Board reserves the right to select the carrier and/or to self-fund this insurance.

Double Indemnity Term Life Amount \$20,000

PARAPROFESSIONAL EVALUATION FORM

NAME: _____ BUILDING: _____

POSITION: _____ DATE: _____

EVALUATOR: _____

E = Exemplary P = Proficient B=Basic
U=Unsatisfactory

PERSONAL		E	P	B	U
1.	Poise-Handles situations calmly				
2.	Attendance and punctuality				
3.	Flexibility				
4.	Dependability				

Comments:

Job Performances		E	P	B	U
1.	Ability to follow directions				
2.	Initiative - Able to work independently and effectively				
3.	Exhibits appropriate professionalism				
4.	Fulfills job description responsibilities				
5.	Willingness to go beyond assigned tasks				
6.	Knowledge of assignment				
7.	Accepts supervisor's input				
8.	Ability to Multi-task				
9.	Organized				

Comments:

RELATIONS WITH OTHERS		E	P	B	U
1.	Work effectively with students				
2.	Sensitive to student's needs				
3.	Relates well to others in the Organization				
4.	Relates well to parents				
5.	Able to maintain confidentiality				
6.	Follows line-staff relationship				

Comments:

I have had the opportunity to review this document and discuss its contents with my supervisor. My signature acknowledges that I have been informed of my performance rating, but does not necessarily indicate agreement.

Paraprofessional Signature

Date

Evaluator Signature

Date

Name & Title

Copy: Administrators, Employee, Personnel File

GOAL STATEMENT FOR NEXT SCHOOL YEAR:

**LAKEVIEW EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MEA/NEA**

GRIEVANCE FORM

Grievance No. _____

Distribution:

- _____ LESPA President
- _____ LESPA Grievance Chairperson
- _____ Supervisor
- _____ Superintendent
- _____ Grievant

Name of Grievant: _____

Assignment: _____ Building: _____

A. Date cause of grievance occurred: _____

B. Contract Article(s) violated: _____

C. Statement of grievance: _____

D. Relief sought: _____

Date: _____ Signature: _____

E. Received by Supervisor

Date: _____ Signature: _____

F. Disposition of Supervisor Date: _____

G. Received by Superintendent

Date: _____ Signature: _____

H. Disposition by Superintendent Date: _____

I. Forwarded to Arbitration


Date: _____ Arbitrator: _____

J. Disposition by Arbitrator Date: _____


Note: Additional pages may be used if necessary

Letter of Agreement
Between
Lakeview Public Schools
And
Lakeview Education Support Personnel Association MEA/NEA
Re: Article VIII- Work Day, Week, and Year

It is agreed and understood that for the remainder of the 2020-21 school year only that all bargaining unit members shall report to work on teacher planning days when students are not in session. At the direction of the employer, bargaining unit members may be asked to report for additional teacher work days without students. In the event that teacher planning days are scheduled due to pandemic related instruction during the 2021/22 school year, in addition to the currently bargained calendar, this provision shall apply.



Board Representative



Union Representative

1/5/2021

Date

1-8-2021

Date