

Lake Orion Education Association  
LOEA MEA/NEA

# Lake Orion Community Schools Board of Education

If rejected the Board reserves the right to withdraw the offer in whole or part.

# **MASTER AGREEMENT**

between

**Lake Orion Community Schools**

and

**Lake Orion Education Association  
MEA/NEA**

**July 1, 2023 until June 30, 2025**

## **PREAMBLE**

### **CONTRACT AGREEMENT**

The Board of Education of the Lake Orion Community Schools 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, 2023, through June 30, 2025.

### **WITNESSETH**

- I. WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Lake Orion Community Schools 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, dragon virtual teachers, instructional coaches, or teachers on leave or layoff or covered by letter of employment with Lake Orion Community Schools, excluding supervisory personnel as defined under the Michigan Public Employment Relations Act, members of the Adult and Community Education program not employed as regular DK-12, and Shared Time Staff members not assigned to teach within the Lake Orion Community Schools programs.
- 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 hereby 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 related 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

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

- G. use building mailboxes for communication to teachers. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association.
- H. 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.
- I. 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.
- J. 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.
- K. This agreement shall not be 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.
- L. 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.
- M. 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 Board 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, sexual orientation 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 DK-5) will be provided 225 minutes per week for planning. Each planning session will be no less than 25 minutes in duration during the student day.

- 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 five (5) classes per day and the high school teachers shall be required to teach a maximum of five (5) on a six (6) period student day and six (6) periods per day on a seven (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 four (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 following rates per class periods for all such assignments:

High School      \$50.00

Middle School    \$50.00

Elementary        \$50.00

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

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 be done only with the consent of the media specialists, who may then close the media center to general use.)

- 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: \$50.00.
- 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 C5.
- 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 workday.
- M. Teachers of grade DK-5 who must administer district and/or state language arts assessment, to meet state and/or district assessment requirements will be given substitute time as follows:
  - DK– One full day second semester
  - K-2–One full day per semester
  - Grades 3-5 –One half 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 (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 seek 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 be 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
- One hundred and fifty dollars (\$150) per student per semester

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.

Secondary counselor overloads shall be calculated as follows:

Rationale:

- Secondary classroom maximum equals 31.
- Each student over the maximum is equal to 3.22% of the allowable maximum.
- 3.22% of a counselor's maximum caseload of 400 students is 12.8 Students.
- Based on the rationale presented, and for the purposes of this agreement, 12.8 students will constitute a "set".

Formula:

- Secondary counselor caseload numbers for each semester shall be determined by the official student enrollment calculation established by the official fall and spring count days.
- The following rounding rules will apply to determine the number of sets. A set with a place value of .4 and below will be rounded down to the nearest whole number, and place value of .5 and above will be rounded up to the nearest whole number.
- Once the number of sets has been determined the counselor shall be compensated at a rate of \$250 per set.
- This formula shall be used and counselors shall be compensated each semester. (Twice per year)

- C. The Board and the Association recognize that appropriate equipment, technology, and supplies are essential to the success of the staff and will provide said items as needed. 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.

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

- D. The Board agrees at all times to keep the schools equipped and maintained within budget limitations as established by the Board. The Board shall make every effort to equalize quality and availability of materials and equipment amongst buildings.
- E. The Board agrees to make available to each school duplicating facilities, a computer and printer to aid teachers in the preparation of instructional materials.
- F. 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.
- G. Adequate parking facilities shall be made available for use by teachers and every effort shall be made to properly maintain them.
- H. In specialized classes every attempt will be made to limit the number of students assigned to the class stations available.
- I. 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.

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 superintendent of teaching and learning.

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  
Business and Computer Education  
Counseling  
Language Arts  
World Language  
Life Management

Mathematics  
Physical Education  
Science  
Social Studies  
Special Education  
Performing Arts

### MIDDLE SCHOOL

Math - \$1200  
Science - \$1200  
Social Studies - \$1200

ELA - \$1200  
Special Education - \$1200

## DISTRICT LEVEL

District level chairpersons shall be selected by the assistant superintendent of teaching and learning 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 School	40 hours per school year
Middle School	24 hours per school year
District Level	80 hours per school year

### PAYMENT

Payment shall be made in two (2) equal pays at the end of each 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. 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 IX (Vacancies, Promotions and Transfers)

## **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. A request by a teacher for a transfer to a different class within a building will be made to the building principal. A 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 Human Resources Office, 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,

## **ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS (continued)**

- B. The Board shall, during the school year, notify the teaching staff of teaching, and supervisory vacancies. The teaching staff will be notified of such vacancies by email and the postings will be available for three (3) business 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) business days.
- 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 officers, 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.

## **ARTICLE X – ILLNESS AND DISABILITY**

- A. At the beginning of each school year, each full-time employee shall be credited with twelve (12) 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 absences 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 long-term disability (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 workers' 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.

## **ARTICLE X - ILLNESS AND DISABILITY (continued)**

- E. Staff who have been absent three (3) consecutive work days may be requested to present a doctor's statement upon returning 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–XI (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. If a doctor's note is not provided, or the administrator cannot verify the absence as being a personal or family illness issue, or other circumstances beyond the teacher's control, the day shall be an unpaid day and disciplinary action may be taken.

## **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 five (5) extra reimbursed leave days per school 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 five (5) days, excess over five (5) 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 immediate family shall be interpreted as follows:
  - Spouse
  - A biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis.
  - A biological parent, step-parent, foster parent, adoptive parent or legal guardian of an employee or employee's spouse.
  - A grandparent or employee spouse's grandparent.
  - A grandchild.
  - A biological, foster, adopted, or step-sibling or that of an employee's spouse.

## ARTICLE XI – EXTRA LEAVE DAYS (continued)

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 note is required.
  
- D. Both Parties agree to continue the Exception Day allowance not to exceed 20 absences per qualifying exception day. A qualifying exception day is defined as a day before or after a scheduled school holiday break. An individual may earn permission to utilize one of their LOEA days by entering a lottery and adhering to the steps detailed below:

Round 1: In early September, a member of the LOEA C5 team or an appointed designee will communicate the date and method for individuals to request an exception day for that school year. The awarding of the exception days for round 1 will follow the guidelines stated below.

- a. Individuals may only utilize one (1) Exception Day within a two (2) year period.
- b. Exception Days are limited to six (6) elementary teachers per qualifying day, and no more than two (2) teachers per elementary building per qualifying day.
- c. Exception Days are limited to one (1) teacher between the Pine Tree Center and Learning Options, per qualifying day.
- d. Exception Days are limited to no more than two (2) teachers per middle school building per qualifying day.
- e. Exception Days are limited to no more than six (6) teachers from the high school per qualifying day.
- f. Exception Days are limited to one (1) Ancillary staff member per qualifying day. For the purposes of this article "Ancillary" staff shall consist of psychologists, social workers, and speech/language pathologists.

Round 2: After the September lottery, if there are remaining exception days that have not been awarded, individuals can request them through the LOEA C5 representative or designee. The total per qualifying day cannot exceed 20 and the individual building limits detailed in b-f for each level must be maintained. Because there are (6) elementary schools, available days can be shared from other levels as long as there are no more than (2) days utilized per individual elementary building.

- E. Additional leave days such as, but not limited to, mentor days, comp days or LOEA absence or personal days shall not be taken the day 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 Community Schools, per MCL 380.1235 (Sabbatical Leave)
  - 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 tenured 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 within 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 requests must be submitted to the Board, in writing, by 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/childcare 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 tenured 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 XIII (Unpaid Leave of Absence)

Personal leaves of absence must coincide with semester breaks.

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 teacher’s leave shall be dissolved and the teacher shall be considered to have resigned his/her 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.

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

### 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.
2. Staff returning after a leave for the second semester must notify the Human Resources Office no later than September 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

### G. 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) workdays 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.

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

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.
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 workdays 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) workdays and if the leave is paid then benefits are covered.) If the member is on unpaid leave, after sixty (60) workdays 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) workdays. 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.

### **H. Unpaid Leave and Employment Status**

1. An employee who takes 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.

## **ARTICLE 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 reasonable advance arrangement, and in the presence of a representative of the Human Resources Department, a teacher shall be permitted the opportunity to review the district's personnel file pertaining to his or her employment with the district. The teacher may be accompanied by a representative of the Association if he or she so chooses.
- 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.

## **ARTICLE XVI – PROFESSIONAL BEHAVIOR (continued)**

Building policies and procedures, as well as rules and regulations of the Board, shall be posted 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 Culture, Climate, Contract and Crisis Committee (C5) 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. ARTICLE XVII – PROFESSIONAL IMPROVEMENT (continued)**

- F. Moved to Article XX School Calendar.
- G. 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 reappointed. 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 XIII (Unpaid Leave of Absence) A., B., 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. In the event that the district deems it necessary to have a reduction in staffing, layoffs shall take place in conjunction with Board Policy -3131-Staff Reductions/Recalls
- E. 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.
- F. 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. A teacher who has a single absence day scheduled (LOEA absence or personal day) will not have the day deducted from their leave bank.
- 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 the - Culture, Climate, Contract and Crisis Committee (C5), 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. C5 will establish the dates for professional development activities provided for teachers on a building or district-wide basis.
- D. All teachers 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.

## 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.
- C. 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 he/she is delivering instruction. For a class to be considered as part of the post masters' hours for additional pay, C5 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 C5 will consider all requests. Once approved by the committee, the credits earned in this undergraduate class would be considered as part of the post master's hours.
- D. 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.



## ARTICLE XXI – PROFESSIONAL COMPENSATION (continued)

3. Additional compensation for extra duties shall be paid to teachers who qualify under the categories set forth in Schedule B-1.
  
4. The Board and the Association recognize the importance that non-athletic or non-music extra-curricular 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.

### Preference is given to Teachers

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

- E. 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 C5) in the teacher's school year.
  
- F. 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 an active employee 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

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

## ARTICLE XXI – PROFESSIONAL COMPENSATION (continued)

### 2023-2024 Longevity Schedule

*Longevity	BA	BA+18	MA	MA+15	MA+30
2.5% 16-20 Years of Service	\$1,082	\$1,120	\$1,204	\$1,227	\$1,267
5% 21-25 Years of Service	\$2,165	\$2,242	\$2,408	\$2,453	\$2,534
7.5% 26 or more Year of Service	\$3,247	\$3,362	\$3,611	\$3,680	\$3,802

### 2024-2025 Longevity Schedule

*Longevity	BA	BA+18	MA	MA+15	MA+30
2.5% 16-20 Years of Service	\$1,103	\$1,144	\$1,228	\$1,251	\$1,293
5% 21-25 Years of Service	\$2,208	\$2,286	\$2,456	\$2,503	\$2,585
7.5% 26 or more Year of Service	\$3,312	\$3,430	\$3,684	\$3,754	\$3,878

\*Merit Pay shall be \$150

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 may 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.

- G. Teachers who possess National Board Certification or hold a doctoral degree (PhD or EdD) will receive an annual stipend of \$750 paid in the first check in December.
- H. Psychologists and speech language pathologists who are nationally certified will receive an annual stipend of \$750 paid in the first check in December.

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

- J. Other nationally certified staff members seeking additional compensation may make a presentation to C5 outlining the requirements of their certification. C5 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 pool of substitute teachers. Teachers shall log their absence in the district's electronic substitute management system 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. Formula:  $\frac{1}{4} \times (\text{Daily Rate}) \times (\text{Number of Days up to 100})$
- Example: Teacher "A" resigns from the District with 20 days remaining in their leave bank, that teacher would be paid for 5 days at their daily rate.
- 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). Formula:  $\frac{1}{2} \times (\text{Daily Rate}) \times (\text{Number of Days up to 100})$
- Example: Teacher "A", after being employed in the District for more than 10 years, and retires through the Office of Retirement Services (ORS) with 50 days remaining in their leave bank, that teacher would be paid for 25 days at their daily rate.

After being employed for fifteen (15) 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 sixty-five (65). Formula:  $\frac{1}{2} \times (\text{Daily Rate}) \times (\text{Number of Days up to 130})$

- Example: Teacher "A", after being employed in the District for more than 15 years, and retires through the Office of Retirement Services (ORS) with 100 days remaining in their leave bank, that teacher would be paid for 50 days at their daily rate.

## ARTICLE XXIII – SEVERANCE PAY (continued)

After being employed for twenty (20) 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 seventy-five (75). Formula:  $\frac{1}{2} \times (\text{Daily Rate}) \times (\text{Number of Days up to 150})$

- Example: Teacher “A”, after being employed in the District for more than 20 years, and retires through the Office of Retirement Services (ORS) with 150 days remaining in their leave bank, that teacher would be paid for 75 days at their daily rate.

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

Retirement under this section shall mean that the individual has applied for and been approved to receive retirement benefits through the Office of Retirement Services (ORS) and the District has received confirmation from ORS of their retirement. Confirmation must be received within ninety (90) days of the last day worked for Lake Orion Community Schools, and no payment shall be made until such confirmation has been received by the District. Confirmation of retirement received after ninety (90) days of the last day worked for Lake Orion Community Schools date shall not receive severance pay under this section.

- C. Individuals who submitted an official notification of retirement one hundred and fifty (150) school calendar workdays prior to the date of their retirement shall receive five thousand dollars (\$5,000) of severance pay to be paid out on their last check for the contract year.

Individuals who submitted an official notification of retirement one hundred and twenty days (120) school calendar workdays prior to the date of their retirement shall receive three thousand dollars (\$3,000) of severance pay to be paid out on their last check for the contract year.

Individuals who submitted an official notification of retirement ninety (90) school calendar workdays prior to the date of their retirement shall receive one thousand dollars (\$1,000) of severance pay to be paid out on their last check for the contract year.

Retirement under this section shall mean that the individual has applied and been approved to receive retirement benefits through the Office of Retirement Services (ORS) and the District has received confirmation from ORS of their retirement. Confirmation must be received within ninety (90) days of the last day worked for Lake Orion Community Schools, and no payment shall be made until such confirmation has been received by the District. Confirmation of retirement received after ninety (90) days of the last day worked for Lake Orion Community Schools date shall not receive severance pay under this section.

To qualify for severance pay under this section, the individual’s retirement date (last day of service) must coincide with the end of a semester. It is understood that there are two semesters per school year and those dates are negotiated as part of this collective bargaining agreement.

## **ARTICLE XXIII – SEVERANCE PAY (continued)**

To qualify for severance pay under this section, the individual must fulfill their contract through the end of the semester of which they retire as an active employee for a total of no less than seventy five percent (75%) of the total number of teacher report days for the last two semesters of their employment.

## **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 its 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.

## **ARTICLE XXIV – STUDENT DISCIPLINE AND TEACHER PROTECTION (continued)**

- 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 \$7,180 for a single subscriber, \$15,016 for a two-person subscriber or \$19,581 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 2024-2025 calendar years shall be reviewed and addressed via the District Health Care Review Committee.

After the Health Care Review Committee meets and puts forth a recommendation the district shall meet with the Association bargaining team to negotiate the carrier, benefit levels, and Board paid monthly contributions.

The agreed upon carriers, plans, benefit levels, and Board paid monthly premium will be put forth for ratification by the Association as part of a letter of understanding.

The Association shall have a minimum of two (2) representatives as 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. Vision

The Board shall provide for all full-time teachers of the bargaining unit vision coverage at no cost to the teacher. Less than full-time teachers will be provided vision coverage but will share in the cost based on their FTE.

- C. Dental

The Board shall provide for all full-time teachers of the bargaining unit for full-family dental coverage at no cost to the teacher. Less than full-time teachers will be provided dental insurance but will share in the cost based on their FTE. The dental plan will provide for coordination of benefits for those teachers who are covered under another dental insurance plan. The maximum annual benefit level shall be equal to one thousand five hundred dollars

{\$1,500).

## 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 forty-five thousand (\$45,000) for those individuals who are enrolled in Lake Orion Community Schools' medical coverage program. Individuals who are not enrolled in Lake Orion Community Schools' medical coverage shall receive this benefit 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.

**Individuals who are covered as a dependent under a Lake Orion Community Schools funded Health Care Plan shall not qualify for this in-lieu payment.**

Teachers who waive medical coverage are eligible for cash-in-lieu. The in-lieu amount, based on a monthly figure, is paid on the first payroll in June and the first payroll in December for the six (6) months prior.

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 C5 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– PROFESSIONAL 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. Culture, Climate, Contract and Crisis Committee (C5) will discuss all grievances and attempt to resolve the issue. While the issue is being discussed at C5; grievance filing deadlines will be held in abeyance. Should the problem be unresolved at C5, the Level II process will engage.

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

The grievant may invoke the formal grievance procedure on the form set forth in Professional Grievance Report 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.

### **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.

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

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.
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 or the 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 made through the District School Improvement Council.
- B. The District School Improvement Council will consist of representatives from each level including special education, district instructional coaches, a career readiness, the District data specialist, director of business and finance, and the director of curriculum chairperson

- C. Building school improvement teams will report the strategy/activity progress from their building to the director of curriculum prior to the end of the school year.
- D. Committee membership shall be reviewed on an annual basis.

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

- A. Each building will have a school improvement team (BSIT) who will review the implementation and progress of the district school improvement goals/strategies/activities as it pertains to their building. 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 Culture, Climate, Contract and Crisis Committee (C5) and approved prior to implementation.
- B. 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.

- G. 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

### **ARTICLE XXX – MISCELLANEOUS PROVISIONS (continued)**

- H. shall provide a copy of the teacher personnel directory to the Association for use by officers and representatives of the Association
- I. Should any changes be made to the current laws regarding mandatory subjects of bargaining or the current Insurance hard cap law, both parties agree to reopen the Collective Bargaining Agreement (CBA) for the sole purpose of bargaining those issues as required by law.

### **ARTICLE XXXI – Culture, Climate, Contract and Crisis Committee**

The Culture, Climate, Contract and Crisis Committee (C5) is established to collaboratively solve problems related to the culture, climate, contract implementation and future crises within the district. The membership shall be established as 5 (five) members selected by the Association and 5 (five) members selected by the administration. The C5 shall operate in accordance with its process and procedures.

### Salary Schedule Explanation

For the 2023-2024 and 2024-2025 school years, the salary schedule will be divided into two separate schedules.

- Employees currently on one of the whole numbered steps 1-14 will advance forward using the whole numbered schedule.
- Employees currently on one of the half-steps 1.5-12.5 will advance forward using the half-step schedule.

<b>2023-2024 Salary Schedule</b>					
Step	BA	BA+	MA	MA+15	MA+30
1.0	\$43,291	\$44,832	\$48,153	\$49,070	\$50,690
2.0	\$45,484	\$47,146	\$50,962	\$51,945	\$53,693
3.0	\$47,677	\$49,459	\$53,770	\$54,821	\$56,696
4.0	\$49,869	\$51,774	\$56,579	\$57,696	\$59,700
5.0	\$52,062	\$54,088	\$59,388	\$60,572	\$62,702
6.0	\$54,255	\$56,403	\$62,197	\$63,448	\$65,706
7.0	\$56,448	\$58,716	\$65,006	\$66,322	\$68,709
8.0	\$58,641	\$61,030	\$67,815	\$69,198	\$71,712
9.0	\$60,833	\$63,345	\$70,624	\$72,073	\$74,715
10.0	\$63,026	\$65,659	\$73,431	\$74,949	\$77,719
11.0	\$65,219	\$67,973	\$76,240	\$77,824	\$80,721
12.0	\$67,412	\$70,287	\$79,049	\$80,700	\$83,817
13.0	\$70,126	\$73,145	\$82,472	\$84,202	\$87,379
14.0	\$74,308	\$77,440	\$87,119	\$88,913	\$92,210

**The salary schedule to the left shall be used for individuals that were on a Full Step during the 2022-2023 school year.**

<b>2023-2024 Salary Schedule</b>					
Step	BA	BA+	MA	MA+15	MA+30
1.5	\$44,387	\$45,989	\$49,558	\$50,508	\$52,191
2.5	\$46,580	\$48,303	\$52,366	\$53,383	\$55,195
3.5	\$48,773	\$50,617	\$55,175	\$56,259	\$58,198
4.5	\$50,966	\$52,931	\$57,984	\$59,134	\$61,201
5.5	\$53,159	\$55,245	\$60,792	\$62,010	\$64,204
6.5	\$55,351	\$57,560	\$63,601	\$64,885	\$67,207
7.5	\$57,544	\$59,873	\$66,410	\$67,760	\$70,210
8.5	\$59,737	\$62,188	\$69,219	\$70,635	\$73,214
9.5	\$61,930	\$64,502	\$72,028	\$73,511	\$76,217
10.5	\$64,123	\$66,816	\$74,836	\$76,386	\$79,220
11.5	\$66,315	\$69,130	\$77,645	\$79,262	\$82,269
12.5	\$68,769	\$71,716	\$80,761	\$82,451	\$85,598
14.0	\$74,308	\$77,440	\$87,119	\$88,913	\$92,210

**The salary schedule to the left shall be used for individuals that were on a Half Step during the 2022-2023 school year.**

<b>2024-2025 Salary Schedule</b>					
Step	BA	BA+	MA	MA+15	MA+30
1.0	\$44,157	\$45,728	\$49,116	\$50,051	\$51,703
2.0	\$46,394	\$48,089	\$51,982	\$52,984	\$54,767
3.0	\$48,630	\$50,449	\$54,846	\$55,917	\$57,830
4.0	\$50,867	\$52,810	\$57,711	\$58,850	\$60,894
5.0	\$53,103	\$55,170	\$60,576	\$61,783	\$63,956
6.0	\$55,340	\$57,531	\$63,441	\$64,717	\$67,020
7.0	\$57,577	\$59,891	\$66,306	\$67,649	\$70,083
8.0	\$59,813	\$62,251	\$69,171	\$70,582	\$73,147
9.0	\$62,050	\$64,612	\$72,036	\$73,515	\$76,209
10.0	\$64,287	\$66,972	\$74,900	\$76,448	\$79,273
11.0	\$66,523	\$69,332	\$77,765	\$79,381	\$82,336
12.0	\$68,760	\$71,693	\$80,630	\$82,314	\$85,494
13.0	\$71,529	\$74,608	\$84,122	\$85,886	\$89,126
14.0	\$75,794	\$78,989	\$88,861	\$90,692	\$94,054

The salary schedule to the left shall be used for individuals that were on a Full Step during the 2023-2024 school year.

<b>2024-2025 Salary Schedule</b>					
Step	BA	BA+	MA	MA+15	MA+30
1.5	\$45,275	\$46,909	\$50,549	\$51,518	\$53,235
2.5	\$47,512	\$49,269	\$53,414	\$54,451	\$56,298
3.5	\$49,749	\$51,629	\$56,278	\$57,384	\$59,362
4.5	\$51,985	\$53,990	\$59,143	\$60,317	\$62,425
5.5	\$54,222	\$56,350	\$62,008	\$63,250	\$65,488
6.5	\$56,458	\$58,711	\$64,873	\$66,183	\$68,551
7.5	\$58,695	\$61,071	\$67,738	\$69,115	\$71,615
8.5	\$60,932	\$63,431	\$70,604	\$72,048	\$74,678
9.5	\$63,168	\$65,792	\$73,468	\$74,981	\$77,741
10.5	\$65,405	\$68,152	\$76,333	\$77,914	\$80,804
11.5	\$67,642	\$70,513	\$79,198	\$80,847	\$83,915
12.5	\$70,144	\$73,151	\$82,376	\$84,100	\$87,310
14.0	\$75,794	\$78,989	\$88,861	\$90,692	\$94,054

The salary schedule to the left shall be used for individuals that were on a Half Step during the 2023-2024 school year.

For the 2023-2024 school year, if the foundation allowance for the 2022-2023 school year of Nine Thousand One Hundred and Fifty Dollars (\$9,150) increases or decreases by more or less than five percent (5%), the parties agree to meet within thirty (30) days of the finalized state budget to discuss possible wage negotiations.

For the 2024-2025 school year, if the foundation allowance established for the 2023-2024 school year increases or decreases by more or less than five percent (5%), the parties agree to meet within thirty (30) days of the finalized state budget to discuss possible wage negotiations.

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 2023-2024 school year employees shall remain on the same step they were on during the 2022-2023 school year. It should be noted that the salary schedule has been modified as such that by staying on the same step, individuals will be receiving increased compensation for the 2023-2024 school year equivalent to moving one step on the 2022-2023 salary schedule.

For the 2024-2025 school year all eligible employees shall advance one full step on the salary schedule.

Both parties recognize the importance and additional demands placed on the teachers who are assigned to the Center Based Program at the Pine Tree Center. As such, teachers assigned to the Center Based Program at the Pine Tree Center shall receive an additional three thousand dollar (\$3,000.00) annual compensation for additional responsibilities associated with their work in the Center Based Program.

- In order to qualify for this additional compensation, individuals must be an active employee for no less than seventy five percent (75%) of the total report days for the school year.
- For the purpose of this section, individuals who have taken unpaid leave during the school year shall be considered as inactive for the days in which they were on unpaid leave.

## **LANE CHANGE QUALIFICATIONS**

The Process for Notifying Human Resources

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 + 30 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 credits must be earned from a regionally accredited college or university. The following are examples of regionally accredited organizations:

- Higher Learning Commission (HLC) formerly North Central Association of Colleges (NCA)
- Council for the Accreditation of Educator Preparation (CAEP)

There are two methods for advancing to the B.A.+18, MA+15, and MA+30 lane.

Method 1: Individuals may earn credits outside of a degree-seeking program and receive consideration for up to eight (8) credits per academic semester. It is further agreed that there are four (4) academic semesters per



academic year in a traditional credit granting college or university, and official transcripts speak to those semesters. This shall allow individuals to apply up to thirty-two (32) credits for consideration per academic year. The Board and Association acknowledge that accredited institutions of higher learning are constantly evolving to provide new, non-traditional opportunities for students to earn graduate-level credit. Individuals who have an opportunity to earn credits outside of a degree-seeking program at a pace faster than defined in this paragraph must seek approval from C5 before the credits are earned.

Lane changes under Method 1 are limited to one per school year.

Method 2: Individuals may enroll in a degree-seeking program at a regionally accredited college or university and earn the credits in the manner and pace determined by the academic program. The Board and Association recognize and respect the approved academic plan and pace designed by these accredited colleges and universities.

Credits earned shall be directly related to the advancement of the individual's professional development as an educator. Credits earned outside of the field of education must be preapproved by the C5 committee before the credits are earned.

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

#### **STEP ADVANCEMENT**

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 XXXII

### Duration of Agreement

This Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2025. This Agreement shall not extend orally, as it is expressly understood that it shall expire on the date indicated.

#### EDUCATION ASSOCIATION

By \_\_\_\_\_

LOEA President, Negotiator  
Jeffrey Faber

By \_\_\_\_\_

LOEA Vice President  
Derek Mazur

#### BOARD OF EDUCATION

By \_\_\_\_\_

Lake Orion Board of Education, President  
Birgit McQuiston

By \_\_\_\_\_

Lake Orion Board of Education, Secretary  
Susan Flaherty

Members of the Negotiating team for  
this contact included:

#### For Administration:

Rick Arnett, Assistant Superintendent, of Human Resources  
Heidi Mercer, Assistant Superintendent of Teaching and Learning  
Dan Haas, Principal, Lake Orion High School  
Adam Weldon, Principal, Carpenter Elementary  
Sarah Perry, Principal, Oakview Middle School

#### LOEA:

Jeffrey Faber, Teacher, LOEA President  
Jeannine Crissman, Teacher  
Derek Mazur, Teacher, LOEA Vice-President  
Lucy Logsdon, Teacher, LOEA Treasurer  
Joshua Hosler, Teacher  
Shawn Shiven, MEA UniServ Director

#### Board of Education:

Birgit McQuiston, President  
Steven Drakos, Trustee  
Scott Taylor, Trustee  
Danielle Bresett, Vice President  
Susan Flaherty, Secretary  
Jake Singer, Treasure  
Heather Sinawi, Trustee

## SCHEDULE B-1

The percentages below are based on MA Step 1.

Sport	Position	Level 1 1-2 years	Level 2 3-4 Years	Level 3 5 years+
<b>FOOTBALL</b>	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%
<b>BASKETBALL</b> (B&G Separate)	Head Varsity	14.0%	16.0%	19.0%
	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%
<b>BASEBALL</b>	Head Varsity	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%
<b>SOFTBALL</b>	Head Varsity	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%
<b>WRESTLING</b>	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%
<b>VOLLEYBALL</b>	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%

## SCHEDULE B-1 (continued)

<b>CROSS COUNTRY</b> (HS: B&G Separate) (MS: B&G together)	Head Varsity	8.0%	10.0%	12.0%
	Middle School Coach	5.0%	6.0%	7.0%
<b>TRACK</b> (B&G separate)	Head Varsity	11.0%	13.0%	15.0%
	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%
<b>SWIMMING</b>	Head Varsity	12.0%	14.0%	16.0%
	Asst. Varsity	9.0%	10.0%	12.0%
<b>DIVING</b>	Head Varsity	9.0%	10.0%	12.0%
<b>SOCCER</b>	Head Varsity	10.0%	11.0%	13.0%
	Head JV	8.0%	9.0%	10.0%
	9th Grade	7.0%	8.0%	9.0%
<b>GOLF</b> (B&G Separate)	Head Varsity	9%	10%	12%
	Head JV	5%	6%	7%
<b>SKI TEAM</b> (B&G Separate)	Head Varsity (.5 Boys - 1 Girls)	7%	8%	10%
	Asst. Varsity (.5 Boys - 1 Girls)	5%	6%	7%
<b>TENNIS</b> (B&G Separate)		9%	10%	12%
		5%	6%	7%
<b>CHEERLEADING</b>	Head Varsity (2 Seasons)	10%	11%	14%
	Head JV (2-Postions, 2 Seasons)	9%	10%	11%
	Middle School	8%	9%	10%
<b>BOWLING</b>	Head Varsity (Boy and Girls Combined)	8%	9%	10%
	Varsity Asst.	6%	7%	8%
	Head JV	5%	6%	7%

## SCHEDULE C-1

The percentages below are based on MA Step 1.

Position	Level	Level 1 1-2 years	Level 2 3-4 Years	Level 3 5 years+
<b>BAND</b>	High School	8.5%	11%	15%
	Asst. High School	3%	4%	5.5%
	Middle School	6%	8%	11%
<b>CHORUS</b>	High School	8%	9%	10%
	Middle School	5.5%	6.5%	7.5%
<b>THEATER ADVISOR</b>	High School	8%	9%	10%
<b>THEATRICAL PERFORMANCE</b>	Middle School	3%	3.5%	4%
<b>STUDENT LEADERSHIP</b> (1 group per building)	High School	6%	7%	8%
	Middle School	3%	4%	5%
	Elementary	1.5%	2%	2.5%
<b>YEARBOOK</b>	High School	4.5%	5.5%	6.5%
	Middle School	2.5%	3.5%	4.5%
<b>BROADCASTING</b>	High School	8%	10%	12%
<b>GAP COORDINATOR</b>	High School	5%	5.5%	6%
	Middle School	3%	3.5%	4%
	Elementary	2.5%	3%	3.5%
<b>NATIONAL HONOR SOCIETY</b>	High School NHS	4%	4.5%	5%
	Middle School NJHS	3.5%	4%	4.5%

## SCHEDULE C-1 (continued)

<b>ARTICLE XXI COORDINATOR</b>	High School	3%	3.5%	4%
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<b>SAFETY PATROL</b>	Elementary	1%	1.5%	2%
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<b>PERFORMANCES AND VISUAL ARTS SHOWS</b>	Elementary (2 per building max)	1%	Per Performance	
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Instructor – Summer,	\$40.00
Approved Summer Curriculum Work	\$25.00

Guidance Counselor Speech Language Pathologist Social Worker Special Education Teacher School Psychologists	Approved work shall be paid at their daily rate on a per day basis if other than a regularly scheduled workday
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Supervisor, Athletic Events – High School and Middle School	Rate(s) to be recommended by the Athletic Director
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# 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.

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STATEMENT OF GRIEVANCE:

REMEDY REQUESTED:

Approved for Processing:

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant (Use reverse side for  
Additional signatures, if more than one grievant)

Date: \_\_\_\_\_

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Principal's Disposition:

Date: \_\_\_\_\_

\_\_\_\_\_

Signature of Principal

Association's Disposition:

Date: \_\_\_\_\_

\_\_\_ Satisfactory \_\_\_ Unsatisfactory

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Superintendent's (or designee's) Disposition:

Date \_\_\_\_\_

\_\_\_\_\_

Signature of Superintendent (or designee)

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Association's Disposition:

Date \_\_\_\_\_

\_\_\_ Satisfactory \_\_\_ Unsatisfactory