PROFESSIONAL NEGOTIATIONS AGREEMENT

Between

The Board of Education

Of

LAKEVILLE COMMUNITY SCHOOLS

And

THE LAKEVILLE PARAPROFESSIONAL ASSOCIATION

2025-2028

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ARTICLE 1 AGREEMENT

Agreement Between
LakeVille Community Schools and the
LakeVille Paraprofessional Association, MEA/NEA

This Agreement entered into between the LakeVille Community Schools Board of Education, hereinafter referred to as the "Employer" and the LakeVille Paraprofessional Association/MEA/NEA, hereinafter referred to as the “Association”.

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

ARTICLE 2 PURPOSE

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. No Past practices shall be recognized unless committed to writing and incorporated into this Agreement.

ARTICLE 3 RECOGNITION

A. The LakeVille Community Schools Board of Education hereby recognizes the LakeVille Paraprofessional Association, MEA/NEA as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time, probationary and non-probationary, on leave: Paraprofessionals of the LakeVille Community Schools. Excluded are supervisors and all other employees.

B. Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit included in the classifications listed in Schedule A. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

1. Full-time: A bargaining unit member who is employed six (6) or more posted hours per day.

2. Part-time: A bargaining unit member who is employed less than six (6) posted hours per day.

3. Probationary: A bargaining unit member who is employed to fill a full- or part-time position for a trial period of thirty (30) workdays during the school calendar.

4. Substitutes are excluded from the Agreement and therefore are not bargaining unit members.

ARTICLE 4 EXTENT OF AGREEMENT

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration of the Agreement may not be altered, changed, added to, deleted from, or modified without the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) workdays to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 5 MANAGEMENT RIGHTS

RIGHTS AND POWERS:
The Employer hereby retains and reserves unto itself all of the rights and powers vested in it through the laws and the Constitution of the State of Michigan, and the laws of the United States and those powers normally incident to Management, it being expressly understood that this clause shall not in any way negate the rights herein granted under the terms of this Agreement. The rights of the Employer include:

A. The right to manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.

B. The right to continue its rights, policies, and practices of assignment and direction of its personnel; the right to determine the number of personnel and scheduling of all the foregoing; and the right to establish, modify or change any work, business or school hours or days, providing such action is not in conflict with the specific provisions of this Agreement.

C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees; the right to transfer employees; the right to assign work or duties to employees; and the right to determine the size of the work force and lay off employees, providing such action is not in conflict with the specific provisions of this Agreement.

D. The right to determine the qualifications of employees, including physical condition, the right to evaluate employees and the right to require medical certification of fitness at Employer expense.

E. The right to determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.

F. The right to determine the number of locations or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

G. The right to determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

H. The right to determine the size of management organization, its functions and authority and the right to determine the amount of supervision and table of organization, provided that the Employer shall not abridge any rights of employees as specifically provided for in this Agreement.

I. The right to determine the policy for selecting, testing, and training employees, providing that such selection shall be based upon lawful criteria.

J. The right to establish courses of instruction and in-service training programs for employees and to require attendance by employees at any workshop, conference, *etc*., including special programs at their regular rate of pay.

K. The right to adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.

L. The right to establish and define job content.

NO STRIKE:
The Association and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Association, therefore, agrees that its officers, representatives and members shall recognize their responsibilities under Federal, State and local laws. The parties agree that any member of the bargaining unit who engages in a slow down or stoppage of work their work hours during the life of this agreement is subject to immediate discharge.

WAIVER:
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Employer and the Association.

ARTICLE 6 ASSOCIATION RIGHTS

A. **Use of Facilities:** The Association and its representatives shall have the right to conduct Association business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time.

B. **Mail:** The Association shall have the right to post notices of activities and matters of Association concern at designated bulletin boards in each building or facility to which employees may be assigned. The Association shall have use of the internal delivery system of

the Employer without cost, and the Employer shall provide mailboxes for all employees. A copy of any and all postings will be signed by a representative of the Association and a copy given to the principal and/or superintendent.

C. **Association Leave:** The Association shall have two (2) days annually of Association leave time at the Employer's expense. The Association shall access this time by written notice to the Employer by the Association President.

D. **Membe**r Information: The Employer agrees to send new hiring information, terminations, layoffs or leaves, job postings, transfers, and job awards to the Association President within 15 days of occurrence.

The Employer agrees to provide a shared document with the Association President that will include:

- First and last name
- Department/Classification
- Building Assignment
- Work email address
- Date of hire
- Employee identification number, if applicable
- Hours of Employment
- Hourly Wage

E. **Negotiations:** Reasonable arrangements will be made to allow the President time off for the purpose of attending negotiating meetings with the Superintendent or his/her designated representative. The parties agree and support the need for good Labor-Management relations and an informed relationship in the workplace between the President and the Administration.

ARTICLE 7 EMPLOYEE RIGHTS AND DISCIPLINE

A. **Individual Rights:** Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

B. **Personal Life:** The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member, as long as such activities or lack thereof do not interfere with the learning process. The Employer and the Association both recognize their responsibilities under Federal, state and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin or sex.

C. **Representation: A** bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the

employee's right to representation.

D. **<u>Discipline</u>:**

1. No employee may be disciplined, suspended, or discharged without Just Cause and Due Process. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the President of the Association. Among the causes which shall be deemed sufficient for dismissal or suspension are the following: substance abuse, dishonesty, insubordination bringing disgrace and dishonor upon the school district, or willful violation of established work rules as defined by board policy.

2. The discipline, discharge, layoff or recall of any probationary employee shall be subject to the Grievance Procedure up to the Superintendent's level but may not be arbitrated.

3. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated the disciplinary action, and all written disciplinary action will be documented as such. Disciplinary action, except for discharge, shall be corrective in nature. Corrective steps set forth in 5 below may be altered, dependent upon the seriousness of the nature of the incident.

4. When the Employer feels disciplinary action is warranted, such action must be initiated within fifteen (15) calendar days from the date of the occurrence of the condition giving rise to the actions or within fifteen (15) calendar days of the date it is reasonable to assume the Employer became fully aware of the condition giving rise to the discipline.

5. It is agreed and understood that the following corrective system of discipline shall be followed in disciplining bargaining unit members:

    a. Verbal warning
    b. Written warning
    c. Written reprimand
    d. Suspension
    e. Dismissal for Just Cause only

6. Any written complaint made against an employee by any parent, student, or other person, will be promptly called to the attention of the employee. Any written complaint regarding dishonesty or moral turpitude will be brought to the employee's attention promptly.

7. Any complaint significant enough to be investigated by the District will be reduced to writing on the District complaint form. Said complaint will be investigated promptly by the District. If no disciplinary action is taken, the complaint will be removed from all personnel records no later than one (1) week from the date of the complaint.

E. <u>Personnel Files</u>**:**

1. Employees shall have the right, upon request by appointment, to review the contents of their own personnel file(s). A representative of the Association may be requested to accompany the employee in such review.

   A Board representative may be present at such review. The official personnel file shall be maintained at the Superintendent's office and employees shall have the right to a copy of any materials included in such file**.**

2. All materials of reference to an employee's ability, performance, or personal

characteristics that are not the result of an official evaluation or disciplinary action carried out according to contractual procedures shall not be included in a personnel file.

3. Commendatory, payroll and certification materials shall be exempt from exclusion in this section of the Master Agreement.

4. The employee shall sign and date and be provided with a signed copy of all materials not related to payroll and certification that are to be placed in the personnel file.

5. If material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate.

6. An employee may submit a written request to the Superintendent to remove materials related to formal disciplinary action or adverse evaluations after an extended period of time. Said materials may be removed if the Superintendent deems retention of such records as unjust. All materials related to disciplinary action or adverse evaluations will be removed from District records no later than two (2) years from the date of the discipline or adverse evaluation unless it is required by law to retain the material.

7. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.

ARTICLE 8 GRIEVANCE PROCEDURE

A. **Definition:** A grievance shall be defined as an alleged violation, misinterpretation, or inequitable application of a specific provision of this Agreement. In the event the employee or the Union seek redress on the same or similar subject in any other forum, the employee and the Union shall forfeit any and all rights to this Grievance Procedure, including arbitration. The "aggrieved person "or grievant" is the person or persons making the claim. The term "employee" includes any individual or group who is a member of the bargaining unit covered by this Agreement.

For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays and vacation periods during the school year.

B. Conditions:

1. At any time during the grievance process, an employee may request the presence of an Association Representative and the process shall not continue until the Association is present.

2. Any employee or Association grievance not presented for disposition through the Grievance Procedure within fifteen (15) working days of the date of the occurrence of the conditions giving rise to the grievance, or within fifteen (15) working days of the date, that the employee or Association first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

3. Grievances not within the power and/or scope of the immediate supervisor to resolve

may be entered at Level Two (2) of the Grievance Procedure within fifteen (15) working days of its occurrence.

4. A written grievance shall be filed using the form in Appendix A.

5. If a grievance is of such a nature as to require immediate action, the person designated by the Association may appeal immediately to the office or person empowered to act, and said office or person will resolve the matter jointly with the Association representative. If the matter is not satisfactorily resolved, it may be appealed through the Grievance Procedure beginning with Level 2.

6. Failure by the Board of Education representative to answer a grievance within the time limit provided shall be considered a denial of the grievance. The Association may appeal the grievance to the next step of the procedure in accordance with the time limits.

7. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement, in writing.

8. The discipline, discharge, layoff or recall of any probationary employee shall be subject to the Grievance Procedure up to the Superintendent's level but may not be arbitrated.

9. A grievance concerning alleged safety hazards may be processed directly to Level Two of the Grievance Procedure.

C. LEVEL ONE

An employee and/or Association having cause for a complaint shall, within fifteen (15) working days of its occurrence, file a grievance with the immediate supervisor. The immediate supervisor shall issue a written decision within ten (10) working days to the Grievant.

At any time during the fifteen (15) working days prior to the filing of the grievance at Level One, the employee and the supervisor may try to resolve the alleged grievance.

D. LEVEL TWO

1. Any appeal of a decision rendered, or lack of response within the time limits shall be presented, in writing, to the Superintendent within ten (10) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.

2. The Superintendent shall meet with the grievant and/or Association Representative at a time mutually agreeable to them, but no later than ten (10) working days following receipt of the appeal.

3. The Superintendent shall then give his decision, in writing, to the representative of the Association within ten (10) working days of the meeting.

4. If the grievant or the Association is not satisfied with the disposition of the grievance, or if no decision is issued, the Association may decide to take the grievance to Level Three (3) within ten (10) working days.

E. LEVEL THREE – MEDIATION

Following the decision by the Superintendent, either party may request mediation by Michigan Employment Relations Commission (MERC) within ten (10) days.

F. LEVEL FOUR - ARBITRATION

1. If the Association is not satisfied with the decision or as a result of Mediation, the Association may, within twenty (20) working days, submit any grievance under this Agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association. If the Association fails to file for binding arbitration within twenty (20) working days, then the grievance will be final based on the Superintendent's response.

2. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.

3. The Arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law, or which violates the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator. Either party may appeal this decision to a competent court of jurisdiction. The Board and the Association shall not be permitted to assert in such arbitration proceeding, any grounds or to rely on any evidence not previously disclosed to the other party in Level One or Two of this Grievance Procedure.

4. Each party shall be responsible for the wages and expenses of any persons it requests to be present at the arbitration hearing. However, if an employee is subpoenaed by a parent, and the employee followed the law and the rules and regulations of the Board of Education, the Board of Education will pay the employee the difference between his/her days wages and the witness fee.

5. The Association shall provide the Board of Education with at least five (5) working days' notice of individuals it wants excused to attend the arbitration hearing.

ARTICLE 9 WORKING CONDITIONS

A. Substituting for Teachers – Whenever a paraprofessional certified as a substitute teacher is asked to substitute for a certified teacher, he/she shall be compensated at a rate of ~~$20~~**$25**/hour, or at their current rate of pay, whichever is greater. Placement and priority are to be determined by the building administrator.

Substituting for Paraprofessionals – Whenever a paraprofessional is asked to substitute for another paraprofessional, he/she shall be compensated according to the classification for which they are substituting, or at their current classification rate of pay, whichever is greater.

B. Supervision – The student/paraprofessional ratio for lunch/ recess supervision shall be sixty (60) students per paraprofessional. If the amount exceeds more than sixty (60) students per paraprofessional, then the students shall be supervised by more than one (1) bargaining unit member.

In the event a situation arises while a bargaining unit member is in a supervisory period, other than lunch/ recess assignments, the number of students shall not exceed sixty (60). If the amount exceeds more than sixty (60) students, the bargaining unit member shall have another paraprofessional.

C. Equipment – All paraprofessionals shall have two-way working radios available for their use in lunchroom, playground, special needs students, ISS/Lunch detention room, or any other areas used for holding students where a phone is not readily available. The Employer shall also provide without cost to the bargaining unit member adequate safety equipment including, but not limited to, goggles, shields, barriers, or any other protection devices requested in writing by the employee.

D. Training – The Board of Education will provide employees with the training the Board of Education deems necessary to perform this job. All bargaining unit members may be offered professional development opportunities in conjunction with in-service training scheduled for the instructional staff per administrative directive and/or approval. These days shall be fully paid by the employer. Training required of all bargaining unit members will be posted in all buildings. The Board of Education will determine which employees take various classes not required of all unit members.

E. Job Responsibilities - Paraprofessionals will receive a general list of job responsibilities and expectations, along with a prioritized list of student needs at the start of every school year and whenever there is a change in assignment. Paraprofessionals shall be provided with documentation any time their students accommodations are altered after an IEP.

ARTICLE 10 WORK WEEK / WORKDAY

A. **Work Week:** The regularly scheduled work week shall consist of up to forty (40) school hours, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.

B. **Workday:** The normal workday for a bargaining unit member shall be one of the following:

Full-time Employees: Bargaining unit member works six (6) or more posted hours per day.

Part-time Employees: Bargaining unit members work less than six (6) posted hours per day.

Split shifts may be worked when mutually agreed to by the employee and the Superintendent or designee with notice to the Association. No bargaining unit member shall work less than two (2) consecutive hours per day.

C. **Alteration:** There shall be no alteration in the work schedule of a bargaining unit member without three (3) working days advance notice, except when mutually agreed.

Involuntary transfers will be limited as much as possible, but when unavoidable, the Employer shall first involuntarily transfer a probationary bargaining unit member, then the least senior bargaining unit member.

D. **Duty-Free Lunch:** All bargaining unit members with a regular permanent daily work schedule of five (5) or more hours shall receive a thirty (30) minute, uninterrupted, duty-free, unpaid

lunch period.

E. **Breaks:** Six (6) hours or more: One (1) ten (10) minute paid break and one (1) fifteen (15) minute paid break.

Anyone working more than three (3) hours, but less than six (6) hours shall receive one (1) ten (10) minute paid break.

F. ADDITIONAL TIME:

1. **Non-posted**: Overtime, overload assignments, after school detention and buy- backs ISS, lunch detention, inventory, substitute hours and any additional hours shall be offered to the bargaining unit member in the building who is available and qualified. All bargaining unit members in the building shall have an opportunity to share in additional time. Additional hours will be distributed as evenly as possible on a rotating basis to bargaining unit members who are not already scheduled to work during the available hours. When the building paraprofessional list is exhausted then the district-wide seniority list will be implemented. If no bargaining unit member is available for the additional hours, *i.e*., overload of one (1) hour, then another person may be hired.

2. **Posted:** If five (5) or more hours per week are added to the posted position of a bargaining unit member for a period of forty-five (45) workdays or more, the District shall repost the position, unless otherwise agreed to by the Association.

G. **Overtime Rates:** Overtime rates will be paid as follows:

1. Time and one-half will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period, and for all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.

2. Time and one-half will be paid for all time worked on Saturdays.

3. Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, the bargaining unit member shall receive a minimum of two (2) hours pay at his/her straight time hourly rate.

4. All Sunday and holiday work shall be compensated two (2) times the employee's regular pay rate.

H. Data Entry:

1. Paraprofessionals will NOT be responsible for entering Student Behavior Data in the computer system, with the exception of the EI Classroom staff, or unless the staff member is unassigned for the day and uses this task as meaningful work or is provided with time and wage outside of their regular work schedule.

ARTICLE 11 HOLIDAYS

All Bargaining Unit Members shall be paid their regular daily rate for the following holidays:

Labor Day (If school begins before Labor Day)
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve
New Year's Day
Memorial Day

First 5 Holiday pay will be paid on the first pay in January. To receive holiday pay, an employee must work his/her last scheduled workday prior to the holiday and his/her first scheduled workday after the holiday, unless his/her immediate supervisor has given prior approval, or he/she has a doctor's excuse. Last 3 Holidays Paid at Spring Break.

ARTICLE 12 CLASSIFICATION

A. The parties agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth below:
- Instructional Paraprofessional (including Title I Paraprofessional)
- Special Education Paraprofessional (Behavior/Academic Support)
- Lunch/Recess Aid

B. All paraprofessionals who are required to meet the highly qualified criteria, as defined by current law, shall do so in accordance with the compliance date. A bargaining unit member who is unable to meet the requirements by the current deadline, established by law, shall be laid off by the District, with bumping rights and/or recall rights to another bargaining unit position, providing they are highly qualified, in accordance with the provisions of the current law, if said law applies.

C. Paraprofessionals promoted to a higher classification shall receive the higher rate of pay and applicable benefits from the first day of the assignment.

ARTICLE 13 SENIORITY

A. **Seniority Defined:** Seniority shall be defined as the length of service within the District as a member of the Bargaining Unit in all classifications represented in the Recognition Clause of this Agreement. Accumulation of seniority shall begin from the Bargaining Unit Member's first day in a regular permanent position. In the event that two (2) or more Bargaining Unit Members have the same adjusted seniority, the seniority tie- breaker shall be the last digit of the social security number (highest number prevails – move to the next number to the left in case of tie).

B. **Probation:** New employees hired into the bargaining unit shall be considered probationary employees until they have actually worked thirty (30) days. Upon completion of the probationary period, seniority shall revert back to the first day of work. The Association shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment, except discipline for reasons other than Association activity.

C. **Seniority List:** An agreed to seniority list shall be made available to the Association and to each employee covered by this Agreement in October and May of each school year. Such list shall contain the date of hire, adjusted seniority date**,** employment location and days/hours worked. Employees shall have ten (10) working days to challenge information on this list. All requests for this information shall go through the District Superintendent. Additionally, as changes to status of membership are made, an updated seniority list shall be sent to the association president within ten (10) days of hire or separation.

D. **Seniority Lost:** Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement, failure to return from an approved leave of absence, absence of three consecutive workdays without notification to the employer, or voluntary transfer to a non-bargaining unit position or laid off for 2 years or a period equal to his/her seniority, whichever

comes first.

E. **Seniority Retained:** Seniority employees on lay-off shall maintain their seniority up to a maximum of two (2) years. An employee who is voluntarily transferred to a non-bargaining unit position or on a voluntary unpaid leave of absence beyond six (6) months with the Board shall retain all seniority accumulated during the employee's employment with the Board in a bargaining unit position up to a maximum of two (2) years. Upon return to the bargaining unit, such seniority shall be reinstated with all seniority frozen while out of the bargaining unit. Such an employee may only return to a vacant position and may not bump existing seniority personnel.

ARTICLE 14 REDUCTION IN PERSONNEL / LAY-OFF AND RECALL

A. **Lay-off Procedures:** In the event of a necessary reduction in work force, including the reduction of five (5) hours or more per week in their normally scheduled work week, the Employer shall first lay-off probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly created position.

For the purpose of a reduction of work force, elimination of position, or bumping, bargaining unit members shall be divided into two work groups (using posted hours).

Group A: Bargaining unit members work four (4) or more posted hours per day.
Group B: Bargaining unit members work less than four (4) posted hours per day.

Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a lay-off/elimination of position shall have the right to assume a position, for which they are qualified, (qualified meaning being able to meet original job posting and updates to reflect any new technology/legislation implemented since the original posting), which is held by the least senior bargaining unit member within the affected posted hourly work group (A or B).

Example: If a high seniority "Group A" employee's position is eliminated, the employee has the right to bump the least seniored "Group A" employee with equivalent or closest to equivalent hours if qualified.

In the event that a "Group A" bargaining unit member no longer has the seniority or qualifications to hold a position within their current hourly work group, the employee shall have the right to displace the least senior employee in the "Group B" work group, if qualified. "Group B" bargaining unit members would bump within their current posted hourly work group (Group B).

If any bargaining unit member's position is eliminated**,** a senior bargaining unit member shall be given the choice of taking a voluntary lay-off in lieu of a less senior member being laid off. A member on voluntary lay-off has the same rights and privileges as someone on involuntary lay-off.

B. **Lay-Off Notice:** No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said lay-off at least seven working (7) calendar days prior to the effective date of the lay-off whenever possible.

C. **Recall:** Bargaining unit members on lay-off (including the reduction of five hours per week or more in their normal assignment) shall be recalled according to their seniority and qualifications.

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

A recalled bargaining unit member shall be given seven (7) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of the member's intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the seven (7) day period. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid off shall not affect the member's right to recall to an equivalent position.

Bargaining unit members on involuntary leaves of absence must apply for open positions or apply for personal leave. Failure to do so will cause the bargaining unit member to lose seniority as outlined in Article 1**3**D. The union shall be notified of members not applying.

D. **Substitute Priority:** After senior bargaining unit members in the building have been offered substitute hours that do not conflict with regularly scheduled hours, or a member that is off due to a temporary change in assignment, a laid-off bargaining unit member may upon application and at the District's option, be granted priority status district-wide on the substitute list according to seniority and receive their regular hourly rate of pay or at their current rate of pay, whichever is greater.

ARTICLE 15 VACANCIES, TRANSFERS AND PROMOTIONS

A. **Vacancy Defined:** A vacancy is a permanent position the Board intends to fill.

Temporary Vacancy Defined: A temporary vacancy is a position which is open, but to which an employee still has a contractual claim.

Midyear Vacancy Defined: A vacancy which occurs after the start of the school year to be temporarily filled by administration through the end of the school year but will be available to all bargaining unit members at the next bid meeting.

B. **Posting:** A copy of all postings shall be sent to the Association President and Building Representative and shall also be posted in a conspicuous place in each building of the District for a period of five (5) workdays. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Starting time/ending time
5. Hours to be worked
6. Classification
7. Wages

When posting information is not known it shall read "to be determined".

C. **Selection and Award of Vacancies:** Within five (5) working days, after expiration of the posting period, vacancies shall be awarded. Each applicant shall be notified, in writing, with a copy provided to the Association.

D. Involuntary Transfers: - When a transfer of staff is necessary from building to building, due to enrollment shifts, program changes, or other operational needs, the Employer shall first seek qualified volunteers from among the affected classification. If no qualified volunteers come forward, the Employer shall make the transfer by assigning the least senior qualified employee within the affected classification. Qualifications shall be based on job-related criteria. Whenever possible, at least three (3) working days' notice will be provided prior to the effective date of the transfer.

E. Bid Meeting: In order to avoid undue delay in the filling of vacancies, the following will apply at the beginning of each school year:

1. All known vacancies will be posted for a period of at least five (5) workdays prior to the bid meeting.
2. The parties will mutually agree on a process to ensure all members are informed of the importance of the meeting and how vacancies will be filled, including members on layoff.
3. All employees (active or on layoff) interested in filling any of the positions posted, or positions which may subsequently be created by those filling positions, should be present at the meeting.
4. Posted vacancies will be filled by the most senior, qualified person who bids for the position. Subsequently created vacancies will be filled in the same manner. At the close of the bid meeting, all selections shall be final and binding.

ARTICLE 16 LEAVES

A. Absences/Substitutes:

Whenever a paraprofessional is to be absent from their duties, such paraprofessional shall request a substitute via www.redrover12.com or equivalent. Employees shall not be required to search for or secure a substitute as a condition of using sick leave.

B. Sick Leave:

1. A Bargaining Unit Member will earn 12 paid sick days per year. A sick leave day for each bargaining unit member equals the number of regularly scheduled hours worked by the bargaining unit member.
2. Sick leave days may be taken by a bargaining unit member for the following reasons:
   a) Bargaining unit member may use all or any portion of sick leave for personal illness, disability or medical appointment.
   b) Bargaining unit member may use all or any portion of sick leave for personal illness, disability or medical appointment for immediate family as defined below.

Sick leave may also be used for the following purposes:

- The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, treatment, or preventative medical care.
- To care for a family member with a mental or physical illness, injury, or health condition; medical diagnosis, care, treatment, or preventative medical care.
- For issues related to domestic violence or sexual assault, including medical care, counseling, victim services, relocation, legal services, or court appearances.
- For public health emergencies, including school or workplace closures or exposure to communicable diseases.
- To attend a child's school or care facility meeting related to the child's health, disability, or domestic violence issues.

Family shall include a biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, a child for whom the employee stands in loco parentis, spouse or domestic partner, biological, foster, stepparent, or adoptive parent, a person who stood in loco parentis when the employee was a minor, grandparent, grandchild, sibling, or any person related by blood or affinity whose close association is equivalent to a family relationship.

Sick leave may be used in hourly increments or the smallest increment the district payroll system uses.

For foreseeable absences, employees must provide up to seven (7) days' notice if practicable. For unforeseeable absences, notice must be provided as soon as practicable.

The District may require reasonable documentation only for absences exceeding three (3) consecutive days. Documentation shall not require disclosure of illness or injury details unless otherwise required by law. For cases of domestic violence or sexual assault, alternative documentation as permitted by ESTA will be accepted.

If an employee separates from employment and is rehired within two (2) months, any unused accrued earned sick time shall be reinstated unless paid out upon separation.

3. Sick leave accumulated and taken shall be entered on the employee's pay stub.

4. Bargaining unit members with at least eight (8) years seniority who have accumulated sick hours shall be paid sixty percent (60%) of all accumulated hours upon retirement or separation from employer.

5. A cap of four hundred eighty (480) hours will be in effect for all employees with a payoff of sixty percent (60%) of accumulated unused sick days above the cap at the end of each school year.

C. **Personal Business: All** employees shall be entitled to four (4) days per year for personal business leave that will not be deducted from sick leave. Personal days are cumulative to four (4). Employees must notify the Administration at least one day in advance except for emergencies. Any days over two (2) at the end of the school year shall be added to your sick hours.

No personal business days may be used the day before and/or after the day after a holiday, recess period, professional development day, or first or last day of the semester without prior written approval.

A paraprofessional applying for personal leave should complete an Absence from Service Request Form and turn it into the main office. This must be completed at least three days in advance when possible. When approved (signed by the building administrator), staff members will be notified by email of approval. Original, signed copy will be retained in the building you work in to be sent to central office with payroll.

Personal leave shall not be used in a manner inconsistent with ESTA and will be interpreted in alignment with ESTA rights where applicable.

D. **Professional Meeting:**

1. A paraprofessional interested in attending a professional conference should complete a "Professional Meeting/Visit Request Form" and an "Absence Form Service' Request Form to be approved by the building administrator. Original, signed copies will be given to the building secretary to be forwarded to the superintendent's office for final approval. A copy of the approved form will be emailed to the teacher and the main office from the Superintendent's Office. After an approved request has been received by the paraprofessional, then they should proceed placing the absence in www.redrover12.com or equivalent. No conferences or meetings should be scheduled until the above process has been completed.

E. Bereavement Leave:

1. A member shall be granted five (5) days off without loss of pay or sick/personal time for a death in the immediate family. Immediate family shall include a spouse, father, mother, father-in-law, mother-in-law, children, stepchildren, or others residing with the teacher, related, or being a legal dependent of the teacher.

2. A member shall be granted two (2) days off without loss of pay or sick/personal time for a death in the extended family. Extended family shall include sister, brother, sister-in-law, brother-in-law, grandchildren, grandparent, aunt, uncle, niece, or nephew.

3. Three (3) additional days may be granted in extenuating circumstances or when out of state travel is necessary to attend a funeral at the discretion of the building administrator without loss of pay or sick/personal time.

4. It shall be a condition of such days that the member attends the funeral or provides reasonable explanation for non-attendance.

5. It is recognized that certain relationships not set forth above, due to individual and personal consideration, justify granting of such days.

6. Further, it is recognized that in certain cases, extension of time off without pay would be necessary to attend to matters arising out of such death. These situations shall be subject to specific application and determination by the Board or its designee.

F. Military Leaves/Association Leaves:

1. The reinstatement rights of any employee, who enters the military service of the United States by reason of an Act by the Congress of the United States, during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

2. Leaves of absence shall be granted to employees who are active in the National Guard, or a branch of the Armed Forces Reserves, for the purpose of fulfilling their annual field training obligations. Employees will make a written request for such leaves of absence immediately upon receiving their orders to report for such duty.

3. Any employee who is elected or appointed to a full-time position or office in the Association, whose duties require his/her absence from work, shall be granted an unpaid leave of absence for the term of office or position.

4. All requests for military or Association leaves of absence shall be in writing stating the reason for the request, and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Association.

5. An employee who meets all the requirements for military and Association leave shall be granted a leave of absence without pay, and he/she shall accumulate up to two (2) years seniority during his/her leave of absence, and he/she shall be entitled to resume his/her regular seniority status and all job and recall rights.

G. **Extended Sick Leaves:** When a bargaining unit member has exhausted his/her accumulated paid sick hours he/she shall go on extended unpaid sick leave. Seniority shall accumulate up to one year.

H. **Other Leaves:** Leaves of absence without pay for up to two (2) years in duration may be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, the bargaining unit member shall retain seniority, but seniority shall not continue to accumulate, and the member shall return to an open position.

I. **Return from Leave:** Upon return from a Sick/Military/Association Leave of Absence, the bargaining unit member shall return to the same previously held position. If the position has been eliminated, the bargaining unit member shall be offered an available position comparable to the previously held position. If no position is available, the bargaining unit member shall be returned to a position pursuant to the procedures outlined in Article 14C. An employee filling in the position during another employee's leave shall return to their previously held position (if exists and has seniority to hold) or if not available, an open position or least seniority held position.

J. **Family Medical Leave Act:** A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical leave Act of 1993. The employee may substitute any or all available accrued paid leave of absence which would otherwise be unpaid under the Act. However, if an employee used paid time this will not extend the amount of time allotted under the Family and Medical Leave Act. The employee shall provide the Employer with timely notice and with such health care provided certification as the Employer may require under the Act. If an employee fails to provide such certification to the Employer, the leave may not be granted. An employee granted leave under this Section shall maintain contact with the Employer. Return to work shall be governed by the provision of the Contract. An employee who fails to return to work at the conclusion of a leave and their employment is terminated shall reimburse premiums and costs paid by the Employer for that employee, according to the Act.

K. **Worker's Compensation:**

1. Sick leave shall be used during the period in which a determination regarding employee's eligibility for worker's compensation is approved, any sick leave used

during the statutory waiting period shall be reinstated to the employee's leave balance following approval.

2. Any member who is absent because of injury or disease compensable under Michigan Workers Compensation Law, shall receive from the Board, the difference between the allowance under the Workers Compensation law and his/her regular salary for the duration of the illness, with subtraction of sick leave, as pro-rated, for a maximum of two (2) years.

L. **Jury Duty:** The Board of Education shall pay an employee the make-up pay difference between jury duty pay and their regular daily rate when the employee is called and serves on jury duty. Documentation will be presented to the employer by the employee.

M. **Attendance Incentive:** The Board shall pay five hundred ($500) dollars at the end of the school year to bargaining unit members with perfect attendance. Time off for jury duty, bereavement, and/or military leave shall not be counted.

ARTICLE 17 SCHOOL CLOSINGS

When school is closed due to severe inclement weather, an Act of God, or employer directive, they shall be handled in the following manner.

A. Regularly scheduled hour(s) not required to be made up will be paid in full.

B. Regularly scheduled hour(s) that are required by law to be made up, in order to receive full state aid shall be rescheduled. Bargaining unit members shall be paid for such hour(s) when they are worked, subject to the following:

1. If the District requires the bargaining unit member to work and the hour(s) is/are disallowed for state aid, the bargaining unit member will be paid for the work performed.

2. If school is cancelled after the bargaining unit member has reported to work and the hour(s) is/are required to be made up, the bargaining unit member shall be paid a minimum of two (2) hours or the actual hours worked whichever is greater.

C. Whenever school is cancelled, the bargaining unit member shall not have paid leave days charged against them.

ARTICLE 18 INSURANCE BENEFITS

A. The Board of Education will pay up to the state mandated hard caps for the single subscriber premium of MESSA Essentials with a $375/$750 deductible and a 20% co-insurance for all bargaining unit members who average 30 or more hours per week and qualify for insurance under ACA.

If the employee elects to add a family member to the policy, the additional premium shall be the responsibility of the employee and shall be contributed through payroll deduction.

B. The Board will provide VSP 3G vision care coverage for all bargaining unit members who average 20 hours or more per week.

C. The Board agrees to pay the premium for a $20,000 group term life insurance program, with AD&D, for all bargaining unit members who average 20 hours or more per week.

D. The Board will provide dental coverage for all bargaining unit members who average 20 hours or more per week at the following benefit level:

1. 90% **Diagnostic** & Preventative Services, 90% Basic Services, 80% Major Services, with a $2000 Annual Maximum and 2 Cleanings per year

2. 80% Orthodontics with a $2000 Lifetime Ortho Maximum

E. Employees electing the MESSA Pak without a medical plan will receive cash in lieu of $250/month with evidence of other health insurance that meets the ACA requirements.

ARTICLE 19 DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the Board of Education and the Association and shall continue in effect for one (1) year, until the 30th day of June 2028.

IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized representatives having affixed their signatures below:

For the LakeVille Paraprofessionals **For the LakeVille Board of Education**

Signatures on file in the Administration Office.

APPENDIX A: WAGE SCHEDULES

There shall be one pay scale for all Instructional and Non-Instructional Paraprofessionals. All Paraprofessionals must meet the federal, state, or local certification requirements.

Wage Scale	2025-26	2026-27	2027-28
1-3 Years	$15.75	$16.00	$16.25
4+ Years	$16.25	$16.50	$16.75

Education **Stipend** 90+ hours: an additional $0.25 per hour

** Staff members are responsible for providing the District with updated transcripts from an accredited university with credits working toward a degree completion.

LONGEVITY PAY

Employees shall be paid the following annual longevity stipend provided they have completed the appropriate number of continuous years of service to the school district.

5-14: $600

15+: $1200

The longevity payment shall be paid at the conclusion of the school year indicated.

Paraprofessionals who are primarily assigned to an E.I. or ASD self-contained classroom will be paid a $250 stipend at the completion of each semester.

APPENDIX B INSURANCE PLANS

essentials by messa℠

In-network medical benefits overview

- Essentials by MESSA provides affordable, quality care supported by MESSA's outstanding personal service and large doctor networks.
- For simplicity and ease in administration, only one deductible, copayment, coinsurance and prescription drug plan are available.
- This plan features a low deductible ($375 individual/$750 family maximum) and a significantly lower premium than other products.
- In exchange for a lower premium, Essentials by MESSA includes the following in-network features:
  - Coinsurance at 20 percent.
  - Copayments for office visits (e.g., primary care physician, obstetrics and gynecology, pediatric visits) and chiropractic and osteopathic manipulations are $25.
  - A $50 copayment for specialist visits.
  - A $50 copayment for urgent care.
  - A $200 emergency room copayment, if not admitted.
  - An out-of-pocket maximum set at the federal limit.
- With Essentials by MESSA, we reduced some benefits that many members tell us aren't critical to their health care needs.
  - Chiropractic and osteopathic manipulations are limited to a combined 12 visits per year. Therapeutic massage is only covered when performed by the chiropractor (see below).
  - Occupational, speech and physical therapy, including therapeutic massage performed by a chiropractor, are limited to a combined 30 visits per year.
  - Some services are excluded from coverage, including acupuncture, hearing aids, bariatric surgery, services from non-participating facilities and therapeutic massage by a massage therapist.
- Durable medical equipment such as crutches, breast pumps and blood pressure monitors must be prescribed by a physician and purchased from a payable durable medical equipment provider. Purchases from retail and online stores are not covered.
- The Blue Cross Online Visits service features a reduced copayment of $10, to encourage its use for minor illnesses.
- Annual checkups, cancer screenings and certain immunizations are covered at no cost when provided by an in-network provider. Specific preventive prescriptions are also covered at no charge. Out-of-network preventive services are not covered.

Affordable, quality care with a low deductible

essentials by messa

In-network pharmacy benefits overview

What you pay for a prescription from an in-network pharmacy

	Up to 34-day supply	90-day supply
Specific preventive medications mandated by federal law are covered 100 percent. Age and gender limits apply.	No cost to you	No cost to you
Tier 1 Generics.	$10 copayment	$30 copayment
Tier 2 Most brand drugs with no generic equivalent or therapeutic alternative.	20% coinsurance $40 minimum - $80 maximum	20% coinsurance $120 minimum - $240 maximum
Tier 3 Brand-name drugs for which there's a more cost-effective generic alternative or preferred brand name drug.	20% coinsurance $60 minimum - $100 maximum	20% coinsurance $180 minimum - $300 maximum

The amount you pay for brand-name medications can vary because coinsurance is based on the price of the drug when it is filled. A drug may switch from one tier to another. Up to a 90-day supply of insulin may be obtained for the same amount as a 34-day supply from an in-network provider.

Money-saving features of this plan

Prior authorization	To ensure compliance with FDA-approved safe prescribing guidelines, certain drugs require prior authorization before MESSA will cover them. Your doctor must submit documentation to support the need for the prescription. Typically, drugs requiring prior authorization are associated with dangerous side effects, harmful when combined with other drugs, often misused or abused, or prescribed when less expensive drugs might work better.
Step therapy	Drugs subject to step therapy require previous treatment with one or more preferred drugs before coverage is approved. This ensures all clinically sound and cost-effective treatment options are tried before more expensive drugs are prescribed.
Quantity limits	A quantity limit program limits the amount of medication that will be covered. Medications are limited based on FDA guidelines for appropriate and safe use.
What's not covered?	Several drugs and drug categories are excluded from coverage. For example: – Brand-name drugs that have generic equivalents. – Over-the-counter medications. – Lifestyle drugs (drugs for erectile dysfunction and weight loss). – Drugs used to treat heartburn and acid reflux (except select generic versions). – Drugs that treat coughs and colds, including most antihistamines. – Prenatal vitamins.

This is a brief overview of the Essentials by MESSA plan. For additional information, including eligibility, limitations and exclusions, please contact MESSA at 800.336.0013.

Rev.08/02/18

VSP-3 G Benefits
Formerly VSP-3 Gold

MESSA

In-network providers

Most eye doctors are in VSP's Choice network. Staying in-network assures that you get the most value from your benefits and limits your out-of-pocket costs. In-network doctors bill VSP directly as a convenience to you. A directory of Choice network doctors is available at www.messa.org or www.vsp.com. Call VSP member services at 800.877.7195 for assistance.

Out-of-network providers
(Maximum reimbursement to patient)

If you choose to see a doctor who is not in the VSP Choice network, your out-of-pocket costs will likely be higher and you must submit the itemized receipts to VSP for reimbursement. For more information, visit www.vsp.com or call VSP member services at 800.877.7195.

Benefit	In-network provider	Out-of-network provider maximum allowance
Examination		
■ Optometrist	No copayment	$35
■ Ophthalmologist		$45
Contact lenses (includes examination)		
■ Elective lenses to improve vision	$135 allowance	$115
■ Medically necessary – *to correct keratoconus, irregular astigmatism, irregular corneal curvature or vision to 20/70 in the better eye*	MESSA pays 100% of the approved amount	$200
Eyeglass frames	$130 allowance	$55
Eyeglass lenses		
■ Single vision	MESSA pays 100% of the approved amount	$38
■ Bifocal		$60
■ Trifocal		$72
■ Lenticular		$108
Eyeglass lens enhancements		
■ Rimless ■ Oversized ■ Blended ■ Photochromic	MESSA pays 100% of the approved amount	Member must pay the difference between the approved amount and the provider charge
■ Progressive	Not covered	
■ Tinted	MESSA pays 100% of the approved amount	
• Single vision		$42
• Bifocal		$70
• Trifocal		$84
• Lenticular		$118
■ Polarized		
• Single vision		$56
• Bifocal		$90
• Trifocal		$110
• Lenticular		$138

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MESSA Dental Plans

Plan Guidelines

MESSA
Good health. Good business. Great schools.

MESSA dental plans are underwritten and administered by Delta Dental of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting **www.messa.org** and using the provider directory search provided by Delta Dental. The following chart describes the four classes of dental benefits and provides guidelines to assist in designing a group's dental benefit program:

Must have both Diagnostic & Preventive Services and Basic Services benefits		**Major Services percentage cannot exceed Diagnostic & Preventive Services and Basic Services**	**Orthodontics percentage cannot exceed Diagnostic & Preventive Services and Basic Services. Must have Diagnostic & Preventive Services, Basic Services, and Major Services benefits**
Diagnostic & Preventive Services **50 percent up to 100 percent in increments of 5 percent** **_____ percent**	**Basic Services** **50 percent up to 100 percent in increments of 5 percent** **_____ percent**	**Major Services** **50 percent up to 100 percent in increments of 5 percent** **_____ percent**	**Orthodontics** **50 percent up to 100 percent in increments of 5 percent** **_____ percent**
• Oral examination • Prophylaxes • Topical fluoride • Brush biopsy • Emergency palliative • Two cleanings in 12 months **Rider** Three or four cleanings every 12 months.	• Radiographs (X-rays)* • Restorative • Crowns** • Oral surgery • Endodontic services — treatment for diseased or damaged nerves. • Periodontic services — treatment for diseases of the gum and teeth-supporting structures. * Bitewing X-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in five years. ** Payable once in any five-year period on the same tooth. **Rider** Sealants: payable on occlusal surface of first permanent molars for patients up to age 9 and for second permanent molars for patients up to age 14 that are free from caries and restorations.	• Procedures for the construction of fixed bridgework, endosteal implants, partial and complete dentures. • Payable once in any five-year period for the same appliances.	• Necessary treatment and procedures required for the correction of abnormal bite. • Orthodontic exam, radiographs and extractions are covered under Diagnostic & Preventive Services and Basic Services. **Rider** Adult orthodontics: removes the age 19 restriction on Orthodontics coverage.
Diagnostic & Preventive Services, Basic Services, and Major Services have a combined annual maximum, which can be $1,000 or more in increments of $100 up to the amount bargained.			**Orthodontics** has a lifetime maximum per person, which can be $500 or more in increments of $100 up to the amount bargained.

Examples:

Copayment **Diagnostic & Preventive Services, Basic Services, and Major Services**	**Maximum** **Diagnostic & Preventive Services, Basic Services, and Major Services**	**Copayment** **Orthodontics**	**Ortho Maximum**
100/90S/90 (includes sealant)	$1,500	90	$4,000A (includes adult ortho)
OR			
80/80/80	$1,500	80	$3,000

For a complete listing of exclusions and limitations that apply to the plan, refer to the Delta Dental of Michigan certificate booklet.

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Good health. Good business. Great schools.

APPENDIX C GRIEVANCE FORM

School Year:_____ Grievance #: _____

Name of Grievant:_____ Date Filed: _____

Work Location:_____Classification/Assignment: _____

Date Grievance Occurred: _____

Nature of Grievance: _____

_____

_____

_____

_____

_____

_____

_____

_____

Contract Article(s) Violated: _____

Relief Sought: _____

_____

_____

_____

_____ _____

Association Signature Date

FORMAL LEVEL I

Date signature received by supervisor: _____

Disposition of supervisor: _____

_____

Signature Date

FORMAL LEVEL II

Date signature received by Superintendent or designee: _____

Disposition of Superintendent or designees: _____

_____

Signature Date

FORMAL LEVEL III

Date received by Board of Education or designee: _____

Disposition of Board of Education: _____

_____

Signature Date

FORMAL LEVEL IV

Mediation must be requested within ten (10) days of the Board's decision.

Date of request for Mediation: _____

Requested by: _____

_____

Signature Date

FORMAL LEVEL V

Date of request for Arbitration: _____

Requested by: _____

_____

Signature Date

LETTER OF AGREEMENT
Between The Board of Education of LakeVille Community Schools
And The LakeVille Paraprofessional Association, MEA/NEA

The LakeVille Community Schools Board of Education ("District") and the LakeVille Paraprofessional Association, MEA/NEA ("Association") hereby enter into the following Letter of Agreement:

Purpose:

To establish a framework for participation in the Paraeducator Bootcamp Program developed in partnership with the Michigan Association of Administrators of Special Education (MAASE) and supported through Section 27j grant funding.

Agreement:

1. **District Trainer Participation:**
    - The District agrees to send one or more individuals of its choosing to participate in the Paraeducator Bootcamp Trainer Certification on August 8, 2025.
    - Those attending will become certified trainers authorized to deliver the Paraeducator Bootcamp using available grant funding.
2. **Free Training for 30 Paraeducators:**
    - Certified trainers will be eligible to access grant-funded resources to provide Paraeducator Bootcamp training to up to 30 paraeducators at no cost to the participants or the District.
3. **Ongoing Training Opportunity:**
    - Beginning in the 2025–2026 school year, paraeducators will have the option to participate in the Paraeducator Bootcamp training program.
    - Participation is voluntary and shall occur outside the employee's regular work schedule and at the employee's own expense, unless otherwise covered by grant funding.
4. **Compensation for Completion:**
    - Upon successful completion of the program, paraeducators shall receive a $0.25 per hour wage increase, effective at the start of the next semester or school year, whichever occurs first following program completion.
    - This wage increase shall remain in effect through the end of the 2027–2028 school year, unless otherwise modified by a future agreement.

5. **Program Continuation:**
    - The District does not guarantee the continued offering of the Paraeducator Bootcamp beyond the 2025–2026 school year.
    - This Letter of Agreement shall remain in effect through the duration of the 2025–2028 Master Agreement and shall sunset with its expiration unless expressly extended or incorporated into a successor agreement.
6. **Review and Reassessment:**
    - Upon expiration of the 2025–2028 Master Agreement, the parties agree to reevaluate the viability and effectiveness of the program and determine whether to incorporate related provisions into a future collective bargaining agreement.

IN WITNESS WHEREOF, the parties execute this Letter of Agreement by their duly authorized representatives:

For the Board	**For the LakeVille Paraprofessional Association**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date