AGREEMENT

between

ELKTON-PIGEON-BAY PORT LAKER SCHOOLS
BOARD OF EDUCATION

and

LAKER EDUCATION ASSOCIATION
MEA/NEA "ASSOCIATION"

2026-2027
2027-2028

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This Agreement is entered into by and between the Elkton-Pigeon-Bay Port Laker School District, hereinafter called the "Board" and the Laker Education Association, MEA/NEA, hereinafter called the "Association".

WITNESSETH: Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the district's their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching staff, and

WHEREAS, the members of the teaching profession are particularly interested in assisting in the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts 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

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

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

ARTICLE I – RECOGNITION

A. The Board hereby agrees to recognize the Association as the exclusive bargaining representative for professional teaching personnel regularly employed, but excluding all supervisory, executive, management, office clerical, custodial, food service, bus driving, Director of Counseling, Athletic Director, and all others.

The term teacher, when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining unit as defined above, and any reference to male teachers shall include females.

B. The Board agrees to not negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to PERA, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiation or bargaining and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights

conferred by PERA or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to those terms or conditions of employment.

B. The Association and its duly authorized representatives, and respective affiliates, shall be permitted to hold meetings and transact official Association business on school property at all times, with the permission of the building principal, provided that this shall not interfere with or interrupt normal school operation. When a special custodial service is required, the Board may make a reasonable charge thereof. No charge shall be made for the use of school rooms other than special events that require additional set up or cleaning.

C. The Association shall have the right to use school facilities and equipment, when such equipment is not otherwise in use and with the agreement of the administration. Expenses will be charged for materials and any intentional damages attributed to such use.

D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each building.

No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off the school premises unless it creates a disruption in the learning process.

E. The Board agrees to make available to the Association information to which it is legally entitled, such as, but not limited to annual financial reports and audits, register of certified personnel, minutes of Board meetings, treasurer's reports, census and membership data, list of teaching staff, and information which may be necessary to process any grievance.

F. At the written request of the Association, the Board shall grant the representatives of the Association an opportunity to discuss the district's financial condition and/or educational policy with a representative of the Board.

G. The private and personal life of a teacher shall not be within the appropriate concern or attention of the Board unless it impacts the teacher's ability to be an effective classroom teacher.

ARTICLE III - RIGHTS OF THE BOARD

A. The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement.

B. All matters relating to teacher placement, layoff/recall, discipline and discharge, non-renewal and evaluations will be exclusively regulated by Board Policies and are not subject to the grievance procedure, unless otherwise indicated by law. This includes by way of illustration and not by way of limitation, the decisions and impact of those decisions on teachers and the Association in the following areas:

a. The procedures, criteria and standards used in the placement of teachers in positions when constructing the master schedule, when filling vacancies and when meeting other district needs.

b. The procedures, criteria and standards for implementing all aspects of layoff and recall.

c. The procedures, standards, rating system and criteria for implementing all aspects of teacher evaluations.

d. The procedures and standards for discipline, discharge and non-renewal of tenured and non-tenured bargaining unit members.

C. Nothing contained here should be considered to deny or restrict the Board of its rights, responsibilities and authority under law, except as agreed upon in this Agreement.

ARTICLE IV - PAYROLL DEDUCTIONS

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, United Fund, insurance programs, or any other plans or programs available through the Business Office.

ARTICLE V - TEACHING HOURS

A. The normal teacher duty day shall be a maximum of eight (8) hours.

All teachers shall be entitled to a duty free thirty (30) minute lunch period. All teachers shall be on duty at least fifteen (15) minutes prior to the start of school.

Teachers are encouraged to remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.

B. The normal teaching load in a full instructional week in the middle and high school will have five unassigned preparation/conference periods.

All efforts will be made to keep the number of academic preparations for a teacher in the middle or high school to not exceed a maximum of four (4) per academic period (i.e. semester).

C. Elementary teachers shall have at least equal preparation/conference time as the secondary per week; excluded from this preparation time is pupil supervision time, lunch and instruction time. Elementary teachers may use for preparation/conference all time during which their classes are receiving instruction from various teaching specialists. The teacher does not have to remain in the classroom where instruction is being provided by a specialist.

D. If a middle or high school teacher agrees to forego a preparation/conference period on an ongoing basis to take another class section, the teacher shall receive additional compensation based upon that teacher's hourly rate for the time worked.

E. If a teacher is absent and with administrative approval another teacher takes on the added assignment for the period, the teacher will be paid at the B-1 hourly rate of pay for amount of time worked.

F. Specialist teachers shall be provided relief and preparation time to the same extent as other teachers in the district.

ARTICLE VI - TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to assure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the teacher's energy is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should meet the following optimum standards except in traditional large group instruction or experimental classes where the Association has agreed in writing to the suggested class sizes.

SUGGESTED CLASS SIZE

1. Elementary
   Kindergarten through Fifth Grade----------25

2. Middle School
   Sixth through Eighth Grade----------28

3. High School
   Ninth through Twelfth Grade ----------28
   Music/Band Vocal ----------40

Physical Education ----------45
Agriculture ----------45

4. Special Education

All special education courses will follow the state guidelines.

5. Elementary teachers (DK-5) in self-contained classrooms shall receive overload pay at a rate of $8.00 per day for each student over 32, while 6-12 secondary teachers and any teachers not assigned to a self-contained classroom shall receive overload pay at a rate of $2.00 per student per class period per day for each student over 32 with the exception of the block class which shall receive overload pay at the rate of $3.00 per student per class period per day, excluding teachers of Agriculture, Music, Band, Vocal, and Physical Education. In the event an overload ceases to exist, payment shall terminate on the day following overload relief. Compensation will be disbursed no later than the end of the first month following the conclusion of each semester upon the Superintendent's approval of verifying records from the building administrator. In the event attendance persists at the level of over 32 students, the Board may consider employing a full-time aide in that particular room or the addition of a section, which would eliminate overload pay for affected teachers. All overloads shall require the prior written approval of the Superintendent before they occur.

B. Enrollments in grades kindergarten through fifth shall be leveled throughout building.

C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. 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 thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

D. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of the recognition, the Board shall provide a teacher reference library in each school in the district and include therein all texts which are reasonably requested by the teachers of that school.

E. The Board agrees to make available in each school adequate word processing and duplicating equipment to aid teachers in the preparation of instructional materials.

F. The Board shall provide:

1. A separate desk for each teacher in the district with a lockable drawer space.
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.

3. Adequate whiteboard space in every classroom.
4. Copies, exclusively for the teacher's use, of all texts used in each course he is to teach.
5. Adequate storage space in each classroom for instructional materials.
6. Adequate attendance books, paper, pencils, pens, dry erase markers, erasers, and other such materials required in daily teaching responsibilities.

G. To relieve teachers of cafeteria duty the Board agrees to engage the necessary teacher aides in the elementary school responsible to the building principal.

H. Under no conditions will a teacher be required to drive a school bus as part of his regular teaching assignment.

I. The Board shall make available in each school building adequate lunchroom, restroom and lavatory facilities primarily for teacher use and at least one room, appropriately furnished, which shall be reserved for use as an employee work room.

J. Telephone facilities will be made available to teachers.

K. Adequate off-street parking will be made available to teachers.

L. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being.

M. Staff meetings within the respective buildings shall not be held more than once per week. Meetings and committee meetings shall only be scheduled as need arises. Every effort shall be made to keep the total number of meetings to a minimum. Except in emergency situations, agendas will be sent prior to the meeting.

ARTICLE VII - ILLNESS AND DISABILITY

A. At the beginning of each school year each teacher shall be credited with nine (9) days of leave, the unused portion of which shall accumulate from year to year to a total of one hundred (100) days. The Board of Education shall buy back the unused days over the 100 at the end of each year at the rate of $125.00 per day, or the current basic substitute rate. The pay-off shall be made no later than June 30th each school year. The leave days may be taken for the following conditions:

1. Personal Illness or Disability - The teacher may use all or any portion of his leave to recover from his own illness or disability.

2. Medical or Nursing Care - The teacher may take three (3) days per year to make arrangements for medical or nursing care for a member of his immediate family. See definition in.Article 9(D)

3. Earned Sick Time Act – Notwithstanding any contrary Agreement language, if the Michigan Earned Sick Time Act ("ESTA") is in effect, the first 72 hours of paid sick leave may be used for any ESTA purpose each ESTA year (i.e., each school year), with those 72 leave hours subject to the ESTA conditions.

4. Illness in the Immediate Family - The teacher may take a maximum of five (5) days per year for critical illness in the immediate family. Additional days may be requested in writing from the Superintendent. Each request for additional days will be reviewed and determined on a case-by-case basis and the denial or approval of such a request is not subject to the grievance procedure. Critical illness shall be defined as a condition requiring and obtaining medical attention from a doctor within 24 hours. Immediate family shall be defined as in Article 9(D)

5. The immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and grandparents.

B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total leave credit.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one year.

D. For those eligible bargaining unit members retiring from the school district with at least ten (10) years of teaching experience, the Board of Education shall buy back no more than one hundred (100) of the unused sick days (as referenced in paragraph A above) from any bargaining unit member upon notification of retirement of said bargaining unit member under MPSERS (Michigan Public School Employee Retirement System).

Teachers with 40 or fewer days of accumulated sick leave will be eligible for payment equal to half the daily basic teacher substitute rate. Eligible teachers with more than 40 days of accumulated sick leave will be paid for up to 100 days at the daily basic teacher substitute rate.

ARTICLE VIII –APPENDIX B-1 ASSIGNMENTS

A. With the exception of vocal music, band and the FFA positions, any assignments in addition to the normal teaching schedule listed in Appendix B-1 shall not be obligatory but shall be with consent of the teacher.

B. B-1 assignments will be posted preliminarily to the bargaining unit prior to the general public and members of the bargaining unit will be given consideration for such assignments among all the internal and external candidates who apply.

ARTICLE IX - PROFESSIONAL, PERSONAL, FUNERAL AND BEREAVEMENT AND ASSOCIATION LEAVE

A. At the beginning of every school year, each teacher shall be credited with four (4) days for personal business. Such days may be used for activities that are not possible to schedule outside of work time. A teacher planning to use a personal business day or days shall notify the building principal at least forty-eight (48) hours in advance except in cases of emergency. The use of more than two (2) consecutive days of personal leave shall be approved by the building principal.

Personal leave days shall be available for the practice of individual religious preferences. Unused days will be added to a teacher's sick leave if the teacher's sick leave accumulation is below the maximum amount. There shall be no more than two personal leave days granted on the same day in anyone building.

B. A teacher called for jury duty or to give testimony before any judicial tribunal on behalf of the district shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

C. At the beginning of every school year, the Association shall be credited with two (2) days; with such use to be at the discretion of the Association. An additional four (4) days may be used with the same notice requirements as below. The Association, however, shall pay for the substitutes if and when these six days are used. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave.

D. Death in the Immediate Family – Up to five (5) days per incident (limited to two incidents per year) for matters pertaining to the death of persons in the immediate family or household. The immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and grandparents. Days are to be taken consecutively unless approved by the Superintendent.

Other Deaths - The teacher may take one (1) day to attend the funeral of any other person. This day is to be deducted from personal leave.

ARTICLE X - UNPAID LEAVES OF ABSENCE

A. A leave of absence shall be granted to any teacher for the purpose of childcare up to one (1) year in duration. A teacher adopting a child may receive similar leave which shall

commence upon entry of an order terminating the rights of the natural parents by the probate court.

B. All leaves under this article are without pay and benefits unless the continuation of paid benefits is required by the Family and Medical Leave Act.

C. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon discharge from military duty, a teacher shall be placed at the same position on the salary schedule as the teacher would have had the teacher taught in the district during such period. They shall return with sick leave accumulations accumulated at the time the leave was granted

ARTICLE XI- PROFESSIONAL BEHAVIOR

A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building.

B. A teacher will have the right to review the contents of all records of the district pertaining to such teacher, originating after the original employment, and to have a representative of the Association accompany him in such a review.

C. No material originating after original employment will be placed in the teacher's personnel file unless the teacher has the opportunity to review the material. The teacher may submit a written notation regarding any material in the teacher's personnel file and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign the material placed in the teacher's files, such signature shall be understood to indicate the teacher's awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based on the contents of the teacher's personnel file.

ARTICLE XII - PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel and participation in community, state and federal educational projects.

B. The Board agrees to reimburse fees to compensate registration, lodging, mileage and meals for teachers who desire to attend selected professional conferences. All teachers

desiring to attend said conferences shall apply to the building principal who shall make the final determination as to approval or disapproval of the application. Criteria to be used in making said decision shall include, but not be limited to, needs of the district, areas of specialization of the teacher, validity of the proposed program, and the number of conferences or seminars attended by the applicant as proposed to other applicants for other programs.

ARTICLE XIII - CONTINUITY OF OPERATIONS

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board to ensure that there are a minimum required number of days to receive full state aid. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation, provided, however, that the parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Appendix A.

The parties acknowledge that the above provision does not require the Board of Education to make application for waivers for additional days under Section 101 of the State Aid Act. The decision to submit an application and/or the number of days being requested rests exclusively with the Board of Education and such decisions are not subject to the grievance procedure.

ARTICLE XIV - SCHOOL CALENDAR AND INCLEMENT WEATHER DAYS

A. With the exception of those areas where the Public Employment Relations Act or the School Code limit or prohibit negotiations, the parties agree that all aspects of the school calendar are negotiable, including length of school year, and further agree that the school calendar for the next academic year shall be published no later than March 1. The calendar will minimally contain student contact days required by the State of Michigan and five (5) additional teacher workdays. Any deviation from this published document must be by mutual consent.

B. Both parties understand that it may be necessary to add time in the form of minutes, hours, or days in order to comply with state law as it pertains to full state aid and to add days or time to comply with state law regarding professional development requirements.

The parties agree to meet when necessary to formulate a school day schedule and calendar to be in compliance with minimum state law and to be eligible for full state aid. If the parties cannot agree, the Board shall have the authority to impose such school day schedule and calendar.

ARTICLE XV - PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Teachers will be paid over 26 pay periods (in certain years 27 pays may be required)

All teachers shall be in their respective building or on school business during their planning/conference period in accordance with the above schedule. All teachers shall be in attendance for their planning/conference periods, pre-school and post-school conference or workdays and professional development days. Failure to attend will result in loss of pay.

B. The district reserves the right to negotiate step placement with a new teacher on the appropriate salary schedule degree lane subject to all the following conditions:

1. Placement on a salary schedule step other than step one of the appropriate degree lane will be limited to a maximum of Step 13 and the recognition of full years of experience at or below the above years of teaching service is not required.
2. Teaching experience may be recognized from public, private or parochial school providing education services to K-12 students.
3. As for Career Technical Education teachers, industry experience related to the assignment may be recognized.
4. Extra duty compensation will be given on an hourly basis for chaperoning school events, such as school dances, outside of the contracted teaching day. The number of chaperones for each event shall be approved by the building principal prior to the event.

C. The salary schedule is based on the regular school calendar as set forth in Appendix A and the normal teaching assignment as defined in this Agreement.

D. For the purposes of this contract, the teacher's hourly rate shall be determined in the following manner: The teacher's contracted annual salary shall be divided by the product of the number of teacher duty days per year and the number of teaching hours per day.

E. Teachers involved in extra duty assignments will be compensated in accordance with Appendix B-1.

F. Teachers required to drive their personal automobiles in the course of their work from one school building to another shall receive per mile payment in accordance with the rate established by the IRS. The same allowance shall be given for use of personal cars for field trips or other business of the district.

G. Any teacher who is laid off at the end of the last teacher workday in a fiscal year and is recalled for all or part of the following school year, shall have the teacher's salary calculated in such a manner that it will be inclusive of any unemployment compensation received while laid off.

H. Salary adjustments for the awarding of a degree or additional credits shall be made at the beginning of each semester, providing that verification indicating such degree or credits were successfully completed is received by the CFO on or before the last day of September for the first semester and the last day of February for the second semester.

ARTICLE XVI - STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintaining control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to aid the teacher in carrying out his/her responsibilities with respect to such pupils.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of interest 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 it is necessary to protect himself from attack or to prevent injury to another student or teacher.

C. To the extent afforded under Board Policy and the Student Code of Conduct, a teacher may exclude a pupil from one class 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 allow, full particulars of the- incident in writing. The final resolution to any pupil problem, including re-admittance to any particular class, rests in the hands of the administration.

D. Suspension of students from school may be imposed by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.

E. Any case of assault upon a teacher while on duty shall be promptly reported to the Board or its designated representative.

F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will render all necessary assistance to the teacher in his/her defense, provided liability insurance is available at reasonable cost and provided the teacher was acting in a reasonably prudent manner.

G. Administrative rules for the suspension and expulsion of students are available in each principal's office.

ARTICLE XVII – TEACHER EVALUATION

A. Beginning with the 2024-25 school year, the negotiated performance evaluation system will be the Danielson Model. Training in the use and application of the Model shall be provided to teachers and administrators in accordance with state statutes.

B. Process: Forms from the Danielson Model are included in Appendix F. These forms shall be used as intended for their respective purposes, as defined by Danielson and state statute. In the event that the Danielson Model amends these forms, changes will be noted between the LEA and administration and implemented as intended.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
    a. The teacher will be notified at the onset of each school year which administrator will conduct their evaluation.

    b. Classroom observations used in the year-end evaluation should include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.

    c. The teacher will be notified at least two (2) school days prior to observation for each planned observation.

    d. Feedback will be given to the Teacher in the month following the observation, with an opportunity for further discussion.

    e. There will be at least two (2) classroom observations of each Teacher in the year they are scheduled to be evaluated. The first observation will occur no later than December 15 of each school year, with the second observation being conducted at least 60 days later. The timing of observations may be adjusted in the event the Teacher is unavailable to be observed at the interval designated.

    f. There will be one scheduled observation and one unscheduled.

    g. AI tools may be utilized during the evaluation process provided thee is mutual consent between the teacher and the administrator. Prior to observations, the parties will confirm the scope of AI use to ensure data privacy and evaluation integrity.

2. Beginning in July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing", or "needing support".

3. If a tenured teacher has been rated "highly effective" as of July 1, 2024 or "effective" as of July 1, 2025 for three (3) consecutive year-end evaluations, they shall be evaluated every second year thereafter. If the subsequent year-end

rating is not "effective", the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years. If the teacher has a change in placement or is place on an IDP, the teacher may be evaluated annually.

4. In addition to the above procedures, any teachers who are placed on an IDP or who were rated as "minimally effective" or "ineffective" prior to July 1, 2024, or "needing support" or "developing" rating thereafter, and/or 1st year teachers, shall be provided with support, which may include the following:
    a. Specific performance goals to assist in improving effectiveness, developed in consultation with the teacher.
    b. Training to be provided by the district, aligned with the IDP goals.

5. All teachers have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

ARTICLE XVIII – DISCHARGE & DISCIPLINE

A. Progressive Discipline: The Board subscribes to the concept of progressive discipline, including the following:

1. Oral warning with a written follow up, then
2. Written reprimand, then
3. One-day suspension with pay, then
4. One to three-day suspension without pay, then
5. Discharge

The parties recognize that the severity of an offense may justify acceleration of the above progression of discipline.

ARTICLE XIX – REDUCTIONS IN PERSONNEL, SENIORITY, AND RECALL

A. The following procedure will be used to establish a seniority list:

1. Seniority shall be defined as the length of continuous employment within the bargaining unit from the employees last date of hire. Periods of unpaid leaves and layoff shall not be construed as a break in continuous employment and seniority (not step advancement for purposes of longevity or regular pay schedules) shall not accumulate during such periods.
2. A district-wide seniority list shall be established and posted in each building at least once per year, not later than October 1, assuming there have been changes from the prior year. If there are no errors identified within ten (10) business days

of the posting date, the list will be deemed correct until the next time the list is posted.

B. A layoff shall be defined as the need to reduce the number of teachers employed within the district for financial reasons.

C. Vacancies will not be posted when it has been determined to layoff a teacher(s) or where there is a teacher already laid off who is eligible for recall.

D. In the event layoffs become necessary, administration will follow guidelines in District Policy and Appendix E.

E. The Board agrees to discuss with the Association the possibility of reduction of certified staff at the earliest possible date, along with reasons leading to that decision. Teachers who jobs are in jeopardy shall be notified of layoff in writing thirty (30) days prior to the effective date for the layoff.

F. Benefits for released teachers due to financial layoff/reduction:

1. A teacher that has been released because of staff reduction shall, if so desired, have the opportunity to be on the substitute list. There will be no benefits associated with the assignment and pay will be at the rate established by the district.
2. Leaves of absence may be granted by the Board upon written request by a teacher not scheduled for layoff when reduction of staff is necessary, and when granting the leave saves a teaching position.
3. During said reduction, such reduced teachers shall receive insurance benefits at the Board's expense until the end of August, provided the teacher worked the entire preceding school year. If the layoff is at some point other than the end of the school year, benefits will be covered until the end of the month, but not less than 21 days.

G. Recall following a layoff shall be based on a variety of factors, including effectiveness, attendance, specialized training, history of discipline, and seniority.

H. All seniority is lost when employment is severed by resignation, retirement, discharge, or transfer to a non-bargaining unit position for more than one (1) year. However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

ARTICLE XX – PROFESSIONAL GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation, misinterpretation, or inequitable application of a specific provision of this agreement.

The following issues are not subject the grievance procedure:

1. Any matter for which a statute provides an administrative procedure to seek redress (i.e. MERC, EEOC, etc.).

2. The discipline or removal of a teacher from a position covered by Appendix B-1.

3. A grievance may not be processed if the same issue is being litigated by the grievant or on behalf of the grievant by a member of the unit or by the Association.

B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. The grievance must be filed within fifteen (15) calendar days of the violation, misinterpretation or misapplication, or within fifteen (15) calendar days of the discovery thereof.

C. Step One. Within five (5) calendar days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.

D. Step Two. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.

E. Step Three. If the grievance is not resolved at Step Two, or if no written response is made within five (5) days of the meeting on the grievance, the grievance will be submitted to the Michigan Employment Relations Commission ("MERC") for mediation. A copy of the filing will be provided to the Superintendent by the Association. If satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the parties. If no satisfactory resolution can be reached, each side will terminate mediation through written notification to the other party.

F. Step Four. If the Association is not satisfied with mediation or if no disposition has been made during the above period, the grievance may be submitted to arbitration before an impartial arbitrator by notifying the Superintendent in writing within ten (10) days of written notification of termination of mediation.

If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration shall be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.

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 and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. The fees and expenses of the arbitrator shall be shared equally by the parties

H. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship on any party, the Board shall use its best efforts to process the grievance prior to the end of the school term or as soon thereafter as possible.

I. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement may be processed through the grievance procedure until resolution.

J. In cases where the time required to process a grievance through the normal grievance procedure will cause a disadvantage to the grievant(s), the grievance may be appealed directly to the Superintendent. This procedure will be exercised in extreme cases of emergency and will not become a vehicle to circumvent the position of the building Principal.

K. Any party affected by a grievance may be represented at all meetings and hearings of the grievance procedure by the Association. The Association shall have the right to be present and to state its views at all grievance proceedings. This same privilege shall be granted to members of the administrative staff or its designee

ARTICLE XXI– NEGOTIATION PROCEDURES

A. Representatives of the Board and the Association shall meet periodically, but in no event more than once a month, for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other at least seven (7) days in advance of said meeting an agenda covering what it wishes to discuss.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

B. The parties agree to attempt to begin negotiations on or about April 1st. There shall be three signed copies of any final agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.

C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of the Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. The Association agrees to reimburse the Board for the cost of substitutes for teachers released.

ARTICLE XXII – MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in 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 this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement 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 provision 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 subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Copies of this Agreement shall be posted on the district web site and sent electronically to individuals covered under this agreement.

F. A faculty pass for all home athletic games shall be issued to all teachers.

ARTICLE XXIII – CURRICULUM COUNCIL

The Board and the Association shall establish a council known as the Instructional and Curriculum Council. This Council may initiate and recommend policies affecting the nature and design of the instructional program of the district. As part of its responsibilities, the Council may:

1. Develop criteria for the outgoing evaluation of all instructional programs;

2. Annually review policies concerning all testing programs and instructional management systems;

3. Review and make recommendations on all proposed pilot, experimental and/or innovative programs; and

4. Promulgate and recommend other policies relating to the district's instructional programs and curriculum.

5. Changes in the existing instructional program and the proposed new instructional program may be reviewed by the Council.

ARTICLE XXIV – DURATION OF AGREEMENT

This Agreement shall be effective the later of July 1, 2026 or ratification by the parties and shall continue in effect through June 30, 2028. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting action (s) taken by an Emergency Manager. The inclusion of this provision is not intended to be construed that the Association concurs with the Act or serve to waive its right to file a lawsuit should the Emergency Manager take action that is contrary to the terms of the master agreement.

FOR THE BOARD OF EDUCATION

President

FOR THE LAKER EDUCATION ASSOCIATION MEA/NEA

President

APPENDIX A
2026-2027 Calendar

2026-2027 Laker School Year

Number of Days in Service 180

LAKER CALENDAR
PRE-LABOR DAY START
APPROVED

August 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10 No school	11 No school	12 No school	13 No school	14 No school	15
16	17 Staff PD	Staff Wk 18 Open House	19 Staff Wk	20 Staff PD	21 No school	22
23	24 No school	25 First day	26	27	28	29
30	31					
Days in service			5			

September 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4 No school	5
6	7 Labor Day	8 Return	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
Days in service			20			

October 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	No School 12 Staff PD	13	14	15	16	17
18	19	20	21	22	23 Mtg Period	24
25	26	27	28	29	30	31
Days in service			22			

November 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	1/2 Day 5 PTC	6 1/2 Day	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25 Thanksgiving	26 Thanksgiving	27 Thanksgiving	28
29	30 Return					
Days in service			19			

December 2026

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8 Christmas Prg	9	10 Christmas Prg	11	12
13	14	15	16	17	No School 18 Staff PD	19
20	21 Winter bk	22 Winter bk	23 Winter bk	24 Winter bk	25 Christmas	26
27	28 Winter bk	29 Winter bk	30 Winter bk	31 Winter bk		
Days in service			14			

January 2027

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1 New Years	2
3	4 Return	5	6	7	8	9
10	11	12	13	14	1/2 Day 15 Semester Ends	16
17	MLK 18 No school	19	20	21	22	23
24	25	26	27	28	29	30
31						
Days in service			19			

February 2027

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12 No school	13
14	15 Presidents' Day	16 Return	17	18	19	20
21	22	23	24	25	26	27
28						

Days in service 18

March 2027

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	No School 8 Staff PD	9	10	11	12	13
14	15	16	17	18	19 Mkg Period	20
21	22 Elm Showcase	23 Sec Showcase	24	25	26 Spring Break	27
28 Easter	29 Spring Break	30 Spring Break	31 Spring Break			

Days in service 19

April 2027

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1 Spring Break	2 Spring Break	3
4	5 Return	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Days in service 20

May 2027

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28 Commencement	29
30	31 Memorial Day					

Days in service 20

June 2027

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	1/2 Day 4 Last Day	5
6	7 Staff Work	8 No school	9 No school	10 No school	11 No school	12
13	14 No school	15 No school	16 No school	17 No school	18 No school	19
20	21 No school	22 No school	23 No school	24 No school	25 No school	26
27	28 No school	29 No school	30 No school			

Days in service 4

Staff Days

August 17th and 20th - Staff PD
August 18th - Staff Wk Day/Open House 4-6pm
August 19th - Staff Wk Day
Nov 5th - Afternoon/Evening PTC (1-7 Sec & 12-7 Elm)
Dec 8th and 10th - Christmas Program (ELM Duty)
March 22nd and 23rd - Student Show case (4-6 Elm &4-7 Sec)
May 28th - Commencement (SEC Duty)
June 7th - Staff Work

*Oct 12th, Dec 18th, and March 8th - Professional Development
**Teaching Staff attendance is expected for all PD days and Christmas program(Elm)/Commencement(Sec)

APPENDIX B—TEACHER SALARY SCHEDULE

2026-2027

Step	BA	BA+20	MA	MA+20
1	47,512	48,348	50,280	51,522
2	50,414	51,238	53,269	54,508
3	53,316	54,142	56,250	57,495
4	56,214	57,039	59,246	60,484
5	59,109	59,321	62,235	63,482
6	62,009	62,836	65,222	66,471
7	64,915	65,742	68,208	69,450
8	67,815	68,641	71,205	72,445
9	70,713	71,544	74,193	75,429
10	74,712	75,555	78,341	79,597
11	76,205	77,065	79,907	81,190
12	76,969	77,837	80,706	82,002
13	77,737	78,616	81,514	82,822

2027-2028

Step	BA	BA+20	MA	MA+20
1	49,412	50,282	52,291	53,583
2	52,431	53,288	55,400	56,688
3	55,448	56,308	58,500	59,795
4	58,463	59,321	61,616	62,903
5	61,474	61,694	64,724	66,021
6	64,489	65,349	67,831	69,130
7	67,511	68,372	70,936	72,228
8	70,528	71,387	74,053	75,343
9	73,541	74,406	77,161	78,446
10	77,700	78,577	81,475	82,781
11	79,253	80,148	83,103	84,438
12	80,048	80,950	83,934	85,282
13	80,846	81,761	84,775	86,135

A. For 2015-2016, 2016-2017, 2018-2019 and 2019-2020, the parties agreed that teachers would only receive a half step. These steps will not be reinstituted in the future absent mutual agreement between the parties.

For the 2020-2021 contract year, no step advancements on the regular or longevity pay schedule were issued.

The parties agreed during the course of the negotiations of the 2016-2020 successor contract to eliminate what was formerly called "Step 0" effective with the 2021-2022 contract year leaving the former Steps 1-10 in place and to also add new Steps 11, 12 and 13. In addition to the foregoing, the parties also agreed for 2021-2022 that teachers who were employed during the 2020-2021 contract year whose steps were frozen will receive two steps on the regular and longevity pay schedules. Newly hired teachers in 2021-2022 and those teachers returning from layoff or unpaid leaves after the 2020-2021 contract year will not be eligible for two steps. In transition it was understood by way of example that a teacher on the former Step 0 in 2020-2021 who qualified for two steps was placed Step 3 for 2021-2022 and that a teacher on Step 4 for 2020-2021 who qualifies for two steps was placed on Step 6 for 2021-2022.

B. Longevity pay will be paid as follows:

Except as set forth below, after one (1) year on Step 10 is completed, the bargaining unit member will receive 1%.

Except as set forth below, after five (5) years on Step 10 have been completed, the bargaining unit member will receive an additional 1% (for a total of 2%).

Except as set forth below, after twelve (12) years on Step 10 have been completed, the bargaining unit member will receive an additional 1% (for a total of 3%).

Periods of unpaid leaves and layoff shall not be counted. Years of service will include any steps that were granted at the most recent point of hire by the district.

Longevity pay will be calculated based upon the appropriate percentage of Step 10 regardless of the teacher's salary schedule placement in the 2019-2020 contract year.

Teachers who were below Step 10 in the 2019-2020 contract year will not be eligible to begin receiving longevity pay until after completing one year on Step 13 and advancement thereafter until after having completed the appropriate number of years of service on Step 13.

C. Teachers employed with less than a Bachelor's Degree will be paid two thousand ($2,000) less than the appropriate experience step of the BA lane. These teachers are employed under a temporary certificate (i.e. full year basic permit) issued by the Michigan Department of Education. As such, the teacher has no guarantee of continued employment from year to year. The district is under no obligation to continue the employment of these teachers even if the teacher is qualified for an extension of the temporary certificate if fully certified teachers are available or the position is discontinued. A decision to not continue the employment of the teacher is not subject to the grievance procedure.

D. Off schedule payment 2026-2027

The parties agreed to the following "one-time off schedule" payment in addition to the salary set forth in Appendix B.

The one time off schedule payment will be one (1) percent of the teachers Appendix B salary (not including longevity) for the 2026-2027 year and will be paid as a separate payroll in December 2026. The teacher needs to be on active paid status or on approved leave such as FMLA on December 1, 2026 to qualify for the payment.

B-1 SCHEDULE (ATHLETICS)

2026-2027 $82.22
2027-2028 $85.51

Points	Activity	Points	Activity
71	Varsity Football	33	J.V. Soccer
71	Varsity Basketball-Boys	30	Winter Cheerleading
71	Varsity Basketball-Girls	28	J.V. Baseball
71	Varsity Volleyball	28	J.V. Softball
50	Varsity Soccer-Boys	25	Fall Cheerleading
50	Varsity Soccer-Girls	25	Assistant Athletic Director
50	Varsity Baseball	25	Middle School Track Boys
50	Varsity Softball	25	Middle School Track Girls
50	Assistant Varsity Football	20	7th Grade Volleyball
50	Varsity Wrestling	20	8th Grade Volleyball
50	Varsity Track-Boys	20	7th Grade Boys Basketball
50	Varsity Track-Girls	20	8th Grade Boys Basketball
50	Cross Country	20	7th Grade Girls Basketball
48	J.V. Basketball - Boys	20	8th Grade Girls Basketball
48	J.V. Basketball - Girls	20	Middle School Soccer Boys
48	J.V. Volleyball	20	Middle School Soccer Girls
48	J.V. Football (2)	20	Assistant HS Coach
40	Bowling	14	7th/8th Grade Cheerleading
40	Golf	12	5th/6th Grade Basketball
40	Middle School Football	12	Assistant MS Coach
38	Freshman Basketball	10	Middle School Conditioning
38	Freshman Volleyball	10	Middle School Wrestling

B-1 SCHEDULE (ACADEMICS)

2026-2027 $82.22
2027-2028 $85.51

Points	Activity	Points	Activity
71	Band Advisor	8	Freshman Class Advisor
55	Summer Ag	8	High School Student Council
55	Semester 1 Ag	8	Quiz Bowl Advisor
55	Semester 2 Ag	8	Middle School Science Olympiad
35	Drama Advisor – Winter/Spring Production	8	Middle School Student Council Advisor
35	Drama Advisor - Fall	8	7th Grade Class Advisor
30	Yearbook Advisor with Class	8	6th Grade Class Advisor
25	Junior Class Advisor	8	Rotary Interact Advisor
20	Summer Band Activities	8	Middle School Vex
20	Elementary Spring Musical/ Play	8	Elementary Lego League
16	High School Robotics	8	New Teacher Mentor
15	Competitive Drama/ 1 Act Winter/Winter Play	8	Teacher Coach Evaluation Based
12	Senior Class Advisor	4	Dramatics Pianist
12	8th Grade Class Advisor	2	Overnight Chaperone for Class Trips
10	Secondary Vocal		
8	High School Science Olympiad		
8	Dept. Head/Class Level Leader		
8	Sophomore Class Advisor		

B-1 HOURLY RATE	**2026-2027**	**2027-2028**
Teacher Extra Duty	$30.78	$32.01

The Board of Education makes the determination as to which athletic and academic positions will be authorized in a given year and the number of positions (i.e. assistant coaches).
The Board of Education makes the determination as to which athletic and academic positions will be authorized in a given year and the number of positions (i.e. assistant coaches).

Unless the Superintendent approves of more than one individual being assigned and splitting the salary for a position (i.e. junior high football), the points set forth above will be paid for each individual assigned to a position approved by the Board.

The district reserves the right to approve additional pay for preauthorized work outside of the normal workday. The hourly rate of pay will be the same as Summer Agriculture above. Where select activities may require an extended day or overnight stays, the district reserves the right to establish a flat rate for the activity rather than pay the hourly rate. The decisions of the district under this provision are not subject to review under the grievance procedure.

APPENDIX C - INSURANCE BENEFITS

Teachers will be provided a choice of premiums for up to full family insurance benefits, subject to the following limitations.

A. The Board shall provide PPO/HSA, HMO/HSA.or HMO plans as enrollment options.

The open enrollment selections made by teachers will remain in effect for the calendar year.

The HSA plans are only available starting January 1 each year and as such, new teachers and those teachers returning from extended unpaid leave (where benefits were not extended under the FMLA) at the start of the school year for example, must enroll in the HMO plan until the annual open enrollment period to change to an HSA plan effective January 1.

Subject to the limitations of the Publicly Affordable Health Care Act, the district will fully fund the annual in-network deductible for the HSA plans each January. Teachers electing the HSA plans during the open enrollment period must sign a commitment to repay any excess payments when the teacher does not complete the entire calendar year for which the deductible was remitted by the district. (i.e. In the event of the death of the teacher, an unpaid leave of absence where benefit continuation is not required under FMLA, layoff, resignation, or termination etc.). The teacher's signature constitutes authorization for payroll withholding of the excess payment and acknowledges that should there be insufficient amounts forthcoming through payroll to cover the amount due, that the teacher is still required to repay the funds.

Married teachers and their eligible dependents are able to enroll in the district's health plan provided they are not enrolled under another health care plan within or outside of the district.

B. The Board will provide the premium for SET Ultra Dental for each bargaining unit member.

C. The Board will provide each member of the bargaining unit with the School Employers Trust (S.E.T.) Vision III program. The eye glass frame maximum will be $65.00.

D. Full-time teachers not electing both the dental and vision plans will receive $100.00 per month.

E. The Board will provide without cost to the member group term life insurance protection in the amount of $30,000 with accidental death and dismemberment.

F. The Board will provide Long Term Disability Insurance for each member of the bargaining unit. Said insurance will provide for a ninety (90) calendar day waiting period and shall pay 66.67% of the teacher's salary up to a monthly maximum of two thousand five hundred dollars ($3,000.00).

G. Insurance benefits shall be pro-rated as follows:

1. One-half contract or more as defined in Appendix B-2 shall be prorated based upon the teacher's schedule. The district reserves the right at its option to increase the contribution level to certain part time teachers if by doing so could avoid any penalty under the Affordable Care Act.

2. Less than one-half contract time teachers shall receive no insurance benefits paid by the Board but shall be allowed payroll deduction for group insurance plans if allowed under the rules and regulations of the underwriters and third party administrators.

H. For those eligible bargaining unit members not subscribing to Board-paid health insurance, the Board agrees to make twelve (12) monthly cash payments of $550, which can be applied to an annuity or other variable options available through the Business Office. All eligible bargaining units members as a condition to receiving cash in lieu must first provide documentation that they otherwise receive health insurance that meets the value and coverage requirements of the Affordable Care Act.

I. The Board reserves the right to change all insurance plans provided comparable benefits are maintained; however, comparable options and alternatives will be shared with Association President leadership for review before implementation.

J. The Board's maximum monthly premium contribution for the PPO/HSA, HMO/HSA or HMO plan for teachers who enroll in health care will

Effective January 1, 2026:

$7,942.09 per year for single subscriber coverage

$16,609.38 per year for individual plus one coverage

$21,660.30 per year for family coverage

Effective January 1, 2027

$8,108.35 per year for single subscriber coverage

$17,107.66 per year for individual plus one coverage

$22,310.11 per year for family coverage

Effective January 1, 2028

The Board's contribution for teachers' medical benefit plan costs shall be no less than the hard cap numbers identified by the Michigan Department of Treasury for each coverage category. If the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. is amended during the term of this Agreement to eliminate the hard cap, the Board's contribution towards insurance costs will not exceed 3 percent (%) over the previous year's contribution.

K. Amounts in excess of the Board's contribution will be payroll deducted as a condition of this Agreement.

L. In computing the premiums owed by the teacher for plans that may be self-funded, the illustrative rate or claims experience for the unit will be used.

M. Insurance Benefit Contributions

Teachers who have completed the work year and are laid off, will continue to receive contributions toward insurance benefits through August. Teachers laid off during the year will have contributions toward insurance benefits discontinued at the end of the month in which the teacher is laid off.

The starting date for benefit contributions for newly hired teachers and those returning from layoff or unpaid leaves will be the first day worked.

Unless continuation is required under the FMLA, benefit contributions for those going on unpaid leaves will be discontinued at the end of the last day worked.

If a teacher is terminated, benefit contributions will terminate on the effective date of the termination (unless the Tenure Act requires otherwise) and any payments made for time beyond the termination date will be repaid to the district and funds may be withheld from the teacher's final paycheck.

Teachers who sever employment for retirement or for other reasons, will continue to have insurance benefit contributions through the end of the month of separation.

APPENDIX D - GRIEVANCE FORM

The attached form is the format that is to be used to file all grievances either individual or class action type grievances.

GRIEVANCE REPORT FORM

Laker School District

Grievance #_____

Distribution of Form
1. Superintendent
2. Principal
3. Association
4. Teacher

GRIEVANCE REPORT

Submit to Principal in Duplicate_____

Building_____ Assignment_____ Name of Grievant_____ Date Filed_____

STEP One

A. Date Cause of Grievance Occurred_____

B. 1. In the discussions with the building principal and in all grievances submitted in writing, the specific provisions of the master must be identified along with a summary of the specific facts leading to the alleged violation.

2. Statement of Grievance _____

3. Relief Sought _____

Signature Date

C. Disposition by Principal _____

_____

_____

_____
Signature Date

D. Position of Grievant and/or Association _____

_____

_____
Signature Date

STEP Two

A. Date Received by Superintendent or Designee_____

B. Disposition of Superintendent or Designee _____

_____

_____
Signature Date

C. Position of Grievant and/or Association_____

_____

_____
Signature Date

STEP Three

A. Date Submitted to Mediation_____

B. Disposition of Mediation_____

_____

_____

_____

_____

Signature Date

STEP Four

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator_____

_____

_____

_____

_____

Signature Date

APPENDIX E – PLACEMENT, LAYOFF AND RECALL AND EVALUATION

The Parties agree to the following terms regarding the placement, layoff and recall and evaluation of bargaining unit members who qualify as "teachers" within the meaning of Section the Revised School Code ("Classroom Teachers").

1. The placement and assignment decisions concerning Classroom Teachers shall be made pursuant to Board Policies 3130 and 3132, which the parties acknowledge contain clear and transparent procedures. "Effectiveness" as measured under the performance evaluation system shall be used as a primary factor in placement and assignment decisions for Classroom Teachers. Length of service in the classification shall be considered as a tiebreaker if a placement and assignment decision involves two or more Classroom Teachers and all other factors distinguishing these employees from each other are equal.

2. Layoff and recall decisions concerning Classroom Teachers shall be made pursuant to Board Policy 3131, which the parties acknowledge contains a clear and transparent procedure. "Effectiveness" as measured under the performance evaluation system shall be used as a primary factor in layoff and recall decisions for Classroom Teachers. Length of service in the classification shall be considered as a tiebreaker if a layoff and recall decision involves two or more Classroom Teachers and all other factors distinguishing these employees from each other are equal.

3. Classroom Teachers shall be evaluated pursuant to Board Policy 3220. They shall receive a year end evaluation, unless they qualify for a biennial evaluation. The parties will meet and reach consensus by September 1, 2024 about the evaluation tool, how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. Probationary teachers cannot challenge their observations, IDPs, midyear performance reviews, the evaluation process or their evaluation ratings.
4. Violations of this Appendix are not subject to the grievance process. However, an Arbitrator shall have jurisdiction to consider a grievance by a tenured teacher who received two (2) consecutive ratings of "Needing Support," and who is challenging the validity of the second rating.

Letter of Agreement

between the

Elkton-Pigeon-Bay Port Laker Schools

and the

Laker Education Association.

Re: Section 1249 of the Revised School Code

It is hereby acknowledged and agreed as follows:

1. This Letter of Agreement is effective for evaluations issued to "tenured" teachers for the 2024-2025 school year where an appeal is being submitted by the teacher under Section 1249(2)(l) (i) (ii) and (iii) of the Revised School Code of a "year-end" "needs support" rating.

   The teacher may only appeal the "evaluation and rating," under the procedures set forth herein. No grievances may be filed under Article 17 regarding an evaluation or rating.

   The appeal procedures are as follows:

   a. The burden of proof rests with the teacher requesting the review. The appeal must be submitted first in writing to the Superintendent within thirty (30) calendar days of the teacher being notified of the year-end evaluation rating. The written appeal must include the following information:

      1. The identification of the Rubric domain(s) and subsections of the domain(s) being appealed.
      2. A description of the specific changes in the domains and subcategories of the domain being sought.
      3. The specific adjustment requested in the points initially given by the evaluator.
      4. Evidence supporting the appeal must be included.

      Once the teacher submits a written appeal to the Superintendent, no change in the appeal documentation is permitted.

      The Superintendent will meet with the teacher. The Superintendent's response will be issued not more than thirty (30) calendar days from the date the teacher made the review request.

      If the Superintendent's response is not acceptable, the teacher may request mediation within thirty (30) calendar days of receipt of the Superintendents response by filing a request in writing to the Superintendent.

b. The appeal under this Letter of Agreement is restricted to seeking a change in the conclusions reached by the evaluator to align with the information provided by the teacher in Section (a)(1-4) above. Under no circumstances will be evaluation be vacated from the personnel files. The Rubric domain system, the points available for each domain, the final tiered rating system and other provisions of the evaluation system are not subject to amendments through the procedures set forth in this Letter of Agreement.

c. If a teacher does not follow the timelines required at all levels in the Act, further appeals are prohibited. There will be no extensions of any timelines.

   Appeals from the teacher at all levels, including arbitration where applicable, may not allege procedural infractions by the district under Section 1249 of the Revised School Code or Board Policy.

d. When a tenured teacher receives two consecutive year-end "needs support" ratings that qualifies for arbitration of the second of the two evaluations, the teacher may file a Demand to Arbitrate with the American Arbitration Association with copy provided to the Superintendent within fourteen (14) calendar days of the close of the mediation process. The arbitration process will be subject to the following provisions:

   1. The selection of the arbitrator and arbitration hearing will be conducted pursuant to the American Arbitration Association Rules and Regulations.
   2. The total cost of filing the Demand to Arbitrate with the American Arbitration Association and for the arbitrator will be assumed by the teacher.
   3. The district reserves the right to contest the substantive and procedural arbitrability of claims under a teacher's appeal during the arbitration process and in court.
   4. The arbitrators shall have no authority to rule on alleged procedural infractions made by the district under Section 1249 of the School Code or Board Policy.
   5. The arbitrator may only either affirm (but not amend) the evaluator's original "evaluation and rating" conclusions or award the specific "evaluation and rating" changes identified in writing when the appeal was submitted to the Superintendent.
   6. The arbitrator shall have no authority to issue compensatory or punitive damages against either party.
   7. The arbitrator shall have no authority to issue an award directing that the evaluation to be removed from the personnel files.
   8. The arbitrator's award is final and binding subject to the standards for judicial review.
   9. The provisions for arbitration will be temporarily delayed where the teacher has been non-renewed/terminated based upon the second consecutive "needs support" year-end rating or at other times where the teacher has appealed the decision to the Tenure Commission.
   10. The parties may submit post hearing briefs. The arbitrator will issue an award within the later of thirty (30) calendar days of the close of the hearing or if submitted, the due date for the briefs.

If Section 1249(2)(l) of the Revised School Code no longer requires arbitration of certain evaluations or ratings, Section 6 of this Letter of Agreement will terminate and cease to be binding upon the district and will be removed from the master agreement.

6/27/26 Brenda Keith 6/29/26

For the Board Date For the Association Date