

**LAKESHORE PUBLIC SCHOOLS**

*Stevensville/Baroda, MI*

**Master Agreement**

September 2009 - August 2011

**Lakeshore Education Association**

**ACKNOWLEDGMENTS**

This AGREEMENT resulted from collaborative bargaining with representatives of the Lakeshore Board of Education and the Lakeshore Education Association. This agreement was ratified on September 1, 2009. Items that are “new” or “revised” are indicated with the notation N:\_\_\_\_\_ or R:\_\_\_\_\_.

The members of the Contract Management Committee (CMC) representing the LEA were: Angela Johnson, LEA President, Marcy Gantenbein-Ungrodt, Amy Perkins, Shelly Baker-Taylor, Sandra Blough and Julie Samuel. Representing the Board of Education were Donald Frank, Superintendent; Robert Kenagy, Board President; Michael Welch and Mark Whitwam, Board Members; Don Frank, Superintendent, Ellen Rudy, Assistant Superintendent and William Shepard, Middle School Principal.

**TABLE OF CONTENTS**

ARTICLE I ..... *Recognition*  
ARTICLE II ..... *Association and Teacher's Rights*  
ARTICLE III ..... *Rights of the Board*  
ARTICLE IV ..... *Payroll Deductions*  
ARTICLE V ..... *Teaching Hours, Duties, and Class Load*  
ARTICLE VI ..... *Teaching Assignments, Transfers, Vacancies And Promotions*  
ARTICLE VII ..... *Leaves Of Absence*  
ARTICLE VIII ..... *Teacher Evaluation*  
ARTICLE IX ..... *Continuity Of Operations*  
ARTICLE X ..... *Special Teaching Situations*  
ARTICLE XI ..... *Student Discipline And Teacher Protection*  
ARTICLE XII ..... *Grievance Procedure*  
ARTICLE XIII ..... *Reduction And Recall*  
ARTICLE XIV ..... *Compensation*  
ARTICLE XV ..... *Insurance Program*  
ARTICLE XVI ..... *Miscellaneous Provisions*  
ARTICLE XVII ..... *Calendar*  
ARTICLE XVIII ..... *Mentor Teachers*  
ARTICLE XIX ..... *Duration Of Agreement*  
APPENDIX A: ..... *Salary Schedule*

APPENDIX B: ..... *Athletic Activities*

APPENDIX C: ..... *Activities And Clubs*

APPENDIX D: ..... *Division Chairperson*

APPENDIX E: ..... *Grievance*

R:06

## **PREFACE**

The Lakeshore Public Schools, Berrien County, hereinafter called the " Board", and the Northern Berrien County Education Association, Michigan Education Association, National Education Association, "Association" enter into this agreement under the provisions of Act 379, Public Acts of 1965, covering the wages, hours, and terms and conditions of employment of teachers. R: 75, 77, 80, 83, 86, 89, 92, 93,94, 96,97,98

## **ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes the Association as exclusive bargaining representative for the certificated school social worker and all full-time and regularly employed part-time certificated classroom teachers including guidance counselors, media specialists and speech therapists under written contract with the Lakeshore Public Schools, but excluding therefrom substitutes and per diem appointment teachers, in school suspension monitor, summer school and community education program teachers, school nurse, administrators such as the Superintendent, Assistant Superintendent, Chief Financial Officer, Principals, Director of Student Services, Athletic Director and all others. (As per MERC certification of June 2, 1980). R: 86, 89, 94,98,06
1. The term “teacher” when used herein shall refer to all employees of the Lakeshore Public Schools represented by the Association in the bargaining unit as above defined. R: 89,98
  2. The term “Board” shall refer to the Board of Education of the Lakeshore Public Schools or its authorized agents. R: 77, 80
- B. The term substitute and per diem appointment teachers as used above shall refer to certificated teaching personnel (1) employed on a daily or per diem basis for less than one hundred fifty (150) school days or (2) employed in the same assignment for less than three quarters of the school year. R: 77, 80, 89, 00
- C. The Board agrees not to negotiate with any teacher labor organization other than the Association for the duration of this agreement.

## ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

- A. The Board agrees to furnish to the Association, upon written request, specific information concerning the financial resources of the district and other public information. Said request(s) shall be specific in nature and directed to the Superintendent and/or Assistant Superintendent. The original document(s) shall be examined in the Board office in the presence of the Superintendent and/or the Assistant Superintendent. R: 75, 77, 80
- B. The Board may consult with the Association on any new or modified fiscal budgetary, or tax program, construction programs or major provisions of educational policy, which are proposed or under consideration and the Association may be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. Said Association's advice will not be binding upon the Board.
- C. No teacher shall be disciplined, demoted, dismissed, suspended with or without pay, or reprimanded without just cause. Just cause will include, but not be limited to, inefficiency or incompetence, insubordination against the rules of the board, moral misconduct, or disability, mental or physical, as shown by competent medical evidence as derived by the Board at the expense of the Board, excessive tardiness or absenteeism, violations of the terms of this contract, leaving children unsupervised when assigned to a specific teacher in the course of daily routine and failure to follow administrative direction and control. It is expressly understood that failure to renew a probationary teacher's contract shall not constitute discipline, demotion, dismissal, suspension, with or without pay, or reprimand.
- D. The Association shall have the use of the mailboxes in each building for the purpose of distributing Association material. The use of the mailboxes shall in no way be conducted by Association members during the school day when it would interfere with their regular assigned duty or hours. Office employees shall not be used for this purpose. The Association shall also have the use of interschool mail, building to building, provided that such use does not conflict with U.S. postal regulations, and provided it does not interfere with the assigned duties of teachers. In the event of conflict with U.S. postal regulations, the Association shall hold the school district and the Board of Education harmless and indemnify against any and all legal fees, costs, and judgments. The Board of Education or their representatives bear no responsibility for the actual delivery, or timing of delivery, or the sorting of the delivery. The Association shall have the right to a bulletin board in the teachers' lounge in each building. The Association shall have a right to use a room for Association meetings with the prior consent of the Building Principal and provided that it does not conflict with the educational program or the ordinary work schedule of the custodian. R:80, 86, 89
- E. Teachers shall not meet with representatives of the MEA or other Association officials who are not employed by the Lakeshore Public Schools, during the working day. All Association business shall be conducted outside of the working day. R: 80
- F. The administration will reserve time after school working hours on Mondays for meetings of the Association. The administration may utilize this time if the Association is not utilizing it. Teachers will be allowed to leave their assigned work areas five (5) minutes after students leave, to attend scheduled NBCEA meetings. The Association will be responsible for keeping the Superintendent and/or his representatives informed of all meetings. R: 94
- G. The Association may use school office equipment (i.e. typewriters, computers, duplication equipment), if available, for Association business. Such use must be approved in advance by the building administrator or Superintendent. The Association shall comply with all laws, board policy and administrative regulation regarding the safe and appropriate use of all

equipment. At no time shall students or office personnel be used in the preparation of Association materials. The Association shall pay to the Board the cost of all materials used plus \$100 per year. N: 86, 89

- H. The Board will furnish to the Association and every teacher, the names, addresses and telephone numbers of all members of the bargaining unit by October 15. This may be distributed electronically. Employees, by written notice to the Superintendent's Office, may withhold their addresses and telephone numbers from the list.
- I. A principal shall request the presence of an Association representative when disciplining or reprimanding a teacher, unless the teacher objects in writing to the presence of the Association representative. At that time, all information forming the basis for disciplinary action will be made available to the teacher and/or his/her representative.
  - 1. If a teacher is called by the Superintendent for a reprimand or discipline, a one (1) day notification will be given.
  - 2. Said conference shall not be held during the normal hours of instruction unless approved by the building principal or immediate supervisor. R: 89
- J. All rights granted in this article shall apply to Lakeshore school employees only.

### **ARTICLE III - RIGHTS OF THE BOARD**

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, and the operations, and to direct the working force and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location 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.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization provided that the employer shall not abridge any right from employees as specifically provided for in this agreement.
11. Determine the policy affecting the selection, or training of employees, providing that such selection shall be based upon lawful criteria.
12. Obtain special education services, including but not limited to, social worker services from another local or intermediate school district.

B. The matters contained in this agreement and/or the exercise of any such rights of the employer are subject to fur

#### **ARTICLE IV - PAYROLL DEDUCTIONS**

- A. Teachers may submit to the Business Office a signed, payroll deduction authorization of any annuity type program authorized by the Board. If at any time there are ten (10) or more employees who are interested in an annuity company that is not a listed company, the district will meet with its Third Party Administrator to determine if the desired firm meets the required standards and if the proposed company can be added to the approved vendor list. If the proposed company meets the required standards, and is approved by the Third Party Administrator, the company will be added to the vendor list. R: 80, 06, 09
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association in an amount equivalent to the dues uniformly required to be paid by members of the Lakeshore Education Association, Northern Berrien County Education Association, Michigan Education Association and National Education Association (including local, state and national dues); provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in section C of this article. In the event that a teacher shall not pay such a fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that failure of any teacher to comply with provisions of this article is just cause for discharge from employment. The Association in all cases of discharge for violation of this article shall notify the teacher of noncompliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. If the teacher in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Board limited to the question of whether he/she has failed to pay the service fee. R: 86
1. In the event of any legal action against the board brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
    - a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
    - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels. N: 86
  2. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this article, but does not include any liability for unemployment compensation paid under the Michigan Employment Security Act. N: 86 R: 06
  3. Bargaining unit members hired prior to July 1, 1987, who were not members of the Association on August 31, 1987 shall be excluded from the requirement to pay a service fee. All teachers hired after July 1, 1987 must be in compliance with this section. N: 86
  4. Any teacher who has ideological or religious objections to joining a union may pay a like sum to the Lakeshore Scholarship Fund in lieu of joining the NBCEA and its affiliated organizations. This fund shall be administered by a committee composed of the Association (LEA) President, an Association Executive Board member and one



association representative The funds for such account shall be deposited in a separate account in the Berrien Teachers Credit Union. Recipients shall meet the guidelines of the scholarship policy. N: 86 R: 06

- C. The Association prior to September 15th shall certify to the Business Office the amount of dues to be deducted for the year by individual. The deductions for Association dues will be made bi-weekly beginning with the second pay in September for a total of sixteen (16) deductions or other comparable, mutually agreed period. R: 80, 86, 05, 06, 07
- D. The Board agrees promptly to remit to the Association treasurer all monies so deducted for dues accompanied by a list of teachers from whom deductions have been made.
- E. Teachers contracted after September 15, or those who do not submit signed authorization forms prior to this date, shall pay their dues directly to the Association Treasurer, or at the option of the teacher, through payroll deduction. R: 86
- F. The Board shall not be held responsible for any dues money once it is remitted to the Association Treasurer.

## **ARTICLE V - TEACHING HOURS, DUTIES, CLASS LOAD**

NOTE: Article V. does not apply to the school social worker. (see Article X.)

A. TEACHING HOURS. The teacher work day shall be as follows:

1. The work day in the elementary buildings will begin at 7:55 A.M. and will extend until 3:45 P.M. The teacher is responsible for student supervision prior to class time. R: 94, 00,01,06
2. The work day in the middle and senior high buildings will begin at 7:20 A.M. and will extend until 3:10 P.M. The teacher is responsible for student supervision prior to class time. R: 94, 00
3. Teachers may be assigned any other work day which is of equivalent length to #1 or #2 above as demanded by specific working assignments. These teachers are responsible for student supervision prior to class time. R: 94
4. Teachers will be available for consultation with students and parents following the end of the student day unless on assigned duty or dismissed by the building principal. On evening conference days, Fridays, and the day preceding holidays and vacation, teachers may leave their assigned building after students are excused from the premises. R: 94, 03
5. Upon mutual written agreement between the board and the teacher, an alternative flexible schedule other than that defined in #1 or #2 above may be established. The Association President shall be notified of any such change. All other sections of this agreement shall remain in full force and effect. Mutual acceptance of a flexible schedule shall not reduce the teacher's normal full time status except as provided in Article XIII. N: 89
6. Teachers in grades K-12 will be given a duty free lunch period of not less than thirty (30) minutes. R: 94
7. Elementary teachers shall be provided a total of thirty minutes each day for relief except when assigned to recess duty. The scheduling of this time shall be a site based decision and shall not reduce student instruction time. During inclement weather each teacher is to supervise his/her class. One (1) teacher may supervise more than one class. Those students who cannot participate in outside recess activities shall be under the supervision of a teacher. R: 80, 86, 89, 94
8. Secondary teachers (6-12) will be provided one regular period daily, for preparation according to the scheduled assignment. Elementary teachers will be provided not less than two hundred ten (210) minutes per week for preparation during the student instructional day. Preparation time means planning lessons, correcting papers and other related, classroom connected, educational matters. It is clearly understood that this is preparation time and is to be used as such, unless permission is granted otherwise by the Principal. It is understood that elementary teachers will use the time prior to students entering the building for preparation. R: 77, 80, 94, 95,00, 03,06,08

B. DUTIES - The following provisions relate to teaching duties:

1. A teacher will not be expected to collect money for any purpose other than classroom activities.
2. Teachers will maintain lesson plans for a minimum of three (3) school days in advance with daily modifications to be indicated. R: 75, 77, 89,06
3. Specialty teachers will be responsible for meeting their students at their classrooms and escorting them to and from the specialty room. These specialty periods will usually be

scheduled for at least thirty (30) minutes. Specialty teachers will submit grades to classroom teachers two (2) days prior to the end of the marking period. N: 77, R: 94

4. Teachers shall attend mandatory curriculum and staff meetings by buildings or on a system-wide basis, unless excused by their building Principal. (A) Such meetings may begin prior to or extend beyond the normal teacher work day. (B) Meetings that extend the teacher workday shall not exceed sixty (60) additional minutes per month. If there is a need for more than sixty (60) minutes, meetings may be scheduled utilizing adjustment in the work day schedule to compensate for the additional meeting time. The intent of the administration is to utilize the time for such meetings to the best possible professional advantage. (C) This section does not apply to committee work. Committee work shall be voluntary. R: 89,97, 00
5. Teachers shall participate in Back-to-School Night, Parent Conference activities and one other activity designated by the Building Principal unless excused by the building principal. Fall and Spring Parent Teacher conferences will be held by all buildings. If conference times are not scheduled by a building, the administration will designate a two week period in which teachers will offer individual conferences to parents. Individual conferences may be in person, electronically or by telephone and will be scheduled by the teacher. R: 77, 80, 00, 03, 06
6. Teacher representation is expected for regularly scheduled PTO meetings as determined by the principal and staff. R: 75, 06
7. Teachers released from regular classroom teaching assignments because students are absent due to a school connected activity shall be called upon to substitute at no additional expense to the Board.

### C. CLASS LOAD

1. The teaching load of a teacher of the secondary school (six through twelve) will be limited to not more than five (5) preparations of different subject areas and/or levels. R: 03
2. It is recognized by the Board that the pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes acceptable as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interest of the district as deemed administratively feasible. The general class size will be established by the subject taught. For most classroom teaching situations requiring one teacher, the student-teacher ratio may be 25-1. It is further recommended that no secondary class exceed 35 students and no elementary class exceed 30 students. The District-wide ratio for students to teacher is recommended to be 25 to 1. In determining the ratio the following certified personnel shall be excluded: counselors, library media specialists, special education teachers, art teachers, elementary music personnel, elementary physical education personnel, speech therapists, and any administrative personnel. R: 03
3. Whenever a teacher's class size is greater than the 30 or 35 stated above, or is not in compliance with state or federal regulations, or contains three (3) or more included students (Examples: Special Education, Title I, Alternative Ed., English Language Learners) at any one time, and/or a teacher recognizes that the needs of the students are not being adequately met because of class size, that teacher may, after the first ten (10)

school days of the semester communicate with his/her principal the relief sought. If the principal does not agree to the teacher's recommended relief within five (5) school days, the teacher may proceed to #6. R: 89, 06, 09

4. In reviewing a class size problem, the principal may consider the following:
  - a. Number of students in each class
  - b. Number of classes being taught by the teacher
  - c. Building average
  - d. Size of classroom or facility
  - e. Shared classes
  - f. Number of included students
  - g. Instructional materials and equipment available
  - h. Nature of subject and skills taught, i.e., basic or enrichment
  - i. Availability of instructional support staff N:86 R: 06, 09
5. Alternative solutions are listed below:
  - a. Assignment of a professional
  - b. Reassignment of student(s) to another class or facility
  - c. Assignment of a teacher aide
  - d. Provide relevant and appropriate teacher training
  - e. Volunteer parental assistance
  - f. Purchase additional equipment
  - g. Purchase additional materials
  - h. Any other mutually acceptable solution
  - i. Maintain status quo N: 86; R: 89, 09
6. If not satisfied with the principal's action, the teacher will request the principal to convene within five (5) school days a committee comprised of the following:
  - a. The affected teacher
  - b. His/her building principal
  - c. A teacher designated by the Association
  - d. One other designated administrator N: 86; R: 89
7. The committee shall consider the conditions as outlined in 4. above and shall recommend to the Superintendent, within five (5) school days a solution from 5. N: 86; R: 89, 09
8. Within seven (7) school days following receipt of the committee recommendation the superintendent may:
  - a. Implement the committee decision; or
  - b. Implement an alternative solution from 5. a) through g) above or another solution. N: 86 R: 89

#### **D. SPECIALEDUCATION**

1. The district acknowledges that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which a special education student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC).
  - a. Within building and grade levels, the number of special education students shall be equalized among the classrooms unless another alternative is mutually agreed upon by the participating teacher(s) and administration.
  - b. At the secondary level with the developmental or similar classes, every attempt will be made to keep class sizes under twenty-two (22). If class size exceeds twenty-two (22) students, the building principal will consult with the affected teacher to relieve the situation. If it is necessary, recommendations will be made to the Superintendent for assistance. R: 94
  - c. The Administrator shall ensure that the general education teacher delivering instructional or other services to a special education student has the information relevant to meeting the needs of that student. R: 06, 09
  - d. On a case-by-case basis, the administration, in consultation with the teacher, will determine what training and other support should be given to a teacher who will be providing instruction or other services to a special education student.
  - e. Special case requests involving LRE placements may be filed by the teacher to the building principal. In the event that the decision is unsatisfactory it may be submitted then to the Director of Student Services. If the decision of the Director of Student Services is unsatisfactory, it may then be submitted to the Superintendent or designee. If the Superintendent's decision is found unsatisfactory, an appeal may be filed for a final decision to the Board. N:80 R: 94, 06, 09

#### **E. MEDICATIONAND MEDICALSERVICES**

The Lakeshore Board of Education has established Policy JHCD and Policy JHCD-R – Administering Medication to Students in School. The following provisions relate to the administration of medicines and medical services:

1. Teachers are protected from liability unless gross negligence is demonstrated, and
2. Teachers who elect not to administer medications, administer injections or perform medical services will do so without fear of repercussions. N:07, 09

## **ARTICLE VI - TEACHING ASSIGNMENTS, TRANSFERS, VACANCIES AND PROMOTIONS**

### **A. DEFINITIONS:**

1. Assignment shall mean a specific grade level or subject or subjects.
  2. Transfer shall mean a change of schools within the system.
  3. A vacancy shall be defined as a newly created position within a classification represented by the association or a present position within a classification that is represented by the association that becomes vacant by reason of the permanent separation (by resignation, death, or discharge) of the employee formerly in said position. No "vacancy" shall exist for purposes of this article unless and until the board shall determine to fill any such position, which determination shall be the sole discretionary authority of the board. N: 89
- B. Notice of all teaching and administrative vacancies except extra pay for extra duties, shall be posted on the bulletin boards of all teachers' lounges for not less than seven (7) days. The above shall include newly created teaching positions within the bargaining unit. Written applications shall be made to the Superintendent of Schools if a teacher wishes to be considered for these vacancies. Said written application shall be made within these seven (7) days. No vacancy shall be permanently filled until after these seven (7) days have expired. Teaching vacancies that occur during the first quarter of the school year shall be filled in accordance with this Article. Vacancies that occur during the last three quarters of the school year will not be permanently filled until the next school year. The above posting of notices will be suspended during the summer months when school is not in session except at the Central Administrative Offices. Teachers may file written requests with the Superintendent's office for changes in assignments or applications for vacancies that may occur during the summer months and these will be considered by the Board of Education prior to filling the vacancy during the summer months. During the summer months the Association and individual teachers who qualify and have indicated in writing a desire for a change will be notified of vacancies as they occur. The requirement to post vacancies shall not apply to positions which can be filled through recall as provided for in Article XIII, I., or through transfer of current employee. When a vacancy is filled internally during the first quarter of the school year, a courtesy notice will be sent to all buildings announcing the position which was left open. The Board retains the right to redefine vacant positions due to program reduction or change. R: 77, 86, 00, 10
- C. The final determination of assignments, promotions and transfers is vested in the Board. However, it shall not assign or transfer a teacher without prior discussion with the teacher. Such transfers and assignments shall be on a voluntary basis when possible.
- D. Teachers will be notified of their tentative assignments by the first of June each year. Such notification shall be in writing. In the event that changes in such assignments are necessary, teachers affected will be notified. R: 80, 86
- E. A list of tentative extra duty assignments will be distributed to each building by June 1. Teachers who intend not to accept the listed assignment will notify the building principal. In the event that changes in such assignments are necessary, teachers affected will be notified. R: 80, 89, 03
- F. All postings as identified in this article shall include the specific position and location of the assignment. N: 89 R: 06
- G. The assignment for purposes of Sections C. and D. above for a school social worker shall be K-12 school social worker.

## ARTICLE VII - LEAVES OF ABSENCE

### A. LEAVES ALLOWED WITHOUT LOSS OF SALARY:

At the beginning of each school year, each teacher shall be credited with twelve (12) days leave plus those days accumulated from previous years but not more than 120 work days. Teachers will be notified annually by September 15, of their total credited leave days. These days may be used for general leave (personal illness, family illness, funerals) and personal leave under the following limits and conditions. R: 80, 06, 08

#### LIMITS/CONDITIONS

- 1 Only ten (10) consecutive days of absence may be used. R: 08
- 2 After ten (10) consecutive days of absence a teacher must apply for Catastrophic leave as described below. R: 08
- 3 Catastrophic Leave: Use of additional credited leave days may be granted to a teacher upon application to and approval by the Superintendent for any leave that exceeds ten (10) consecutive workdays. The decision of the Superintendent shall be final and not subject to the grievance procedure. N: 06 R: 08
- 4 Personal: No more than two (2) days per year may be used for this purpose, except as described in Article XIV-6-U. R:80, 03, 06
- 5 Notification:
  - a. General Leave: To AESOP by 6:45 a.m. N: 08
  - b. Personal: Application via AESOP at least four (4) days prior to the leave. This condition may be waived by the Superintendent in emergencies. R: 86, 08
6. Personal days cannot be used the day before or the day after a holiday or vacation or during the first or last five (5) work days of the year. These restrictions may be waived upon application to and approval by the Superintendent. The decision of the Superintendent shall be final and not subject to the grievance procedure. R: 80, 06
7. Not more than 10% of the teachers per building shall be granted personal leave on the same day. R: 80,02
8. Coordination of worker's compensation benefits: at the option of the employee, paid leave under this section may be used in lieu of worker's compensation benefits. If the employee elects to receive worker's compensation benefits, no paid leave will be granted. Paid leave and worker's compensation benefits may be used consecutively. R: 86
9. Employees working less than full time will receive a prorated allowance.
  - a.) The employment percentage will be applied to the 12 days (i.e. 50% employment = 6 full days, 60% employment = 7 full days, etc.)
  - b.) A teacher who works less than 70% of the school day will have the absence counted as one-half day. A teacher who works 70% of a day or more will have the absence counted as a full day. *Example*: A 50% teacher will have a total of 12 half days (6 full days) available during the year; an 80% teacher will count a full day for a total of 10 days per year. R: 03
10. Individuals employed after September, will have leave days prorated for the balance of the school year. R: 06
11. Physician's verification may be requested for all personal illness or family illness leaves.

R: 80, 86, 06

B. Loss of Per Diem Salary: Permission for days off with the loss of per diem salary shall be granted based on the operational needs of the building and district not to exceed five (5) days in any one school year. Notice of intent to use leave must be presented in writing to the Building Principal at least two (2) weeks prior to the leave days, except in the case of an emergency. These days shall not be granted for the first or last day of the teacher's work year. R:94, 03

C. UNPAID DAILY LEAVE, LEAVES OF ONE YEAR OR LESS: Seniority shall not accumulate during unpaid leaves of absence under this section. The teacher shall reimburse the prorated cost of benefits as provided in Article XV when unpaid absence from C-1 or C-2 exceeds twenty (20) school days. N: 89 R: 03

1 Extended leave resulting from personal illness: Any teacher under this Article may, upon written request, be placed on an unpaid leave of absence for a period determined by the Superintendent and the teacher not to extend beyond the end of the current school year. Upon return from such a leave, the teacher shall be assigned to whatever position is available within his/her certification and qualification. Teachers shall present a clearance certificate signed by a physician prior to returning to work.

2 Other leaves of one year or less: The Michigan Tenure Act states that a Board may grant a leave of absence upon written request of a teacher for a period not to exceed one (1) year, subject to renewal at the will of the Board. The following conditions shall apply to all such leaves granted by the Board:

- a. Eligibility shall be based on a minimum of two (2) years continuous service in the Lakeshore Schools.
- b. Leave days shall not accrue, but unused leave days will be reinstated when the teacher returns.
- c. Written notice to return shall be given to the Superintendent at least sixty (60) school days prior to the ending date of the leave as specified by the Board. Failure to notify by April 30th will be deemed as a resignation.
- d. Reemployment during the time of the leave shall be at the discretion of the Board.
- e. Reemployment at the conclusion of the leave will be based on the availability of a position for which the teacher is certified and qualified to fill. If no vacancy exists at that time, the teacher shall accept the first vacancy for which he/ she is certified and qualified to fill. R: 06
- f. A leave of absence will not supersede provision for layoff, and provisions of this contract, or any law.
- g. Salary increments shall not accrue during a leave period.
- h. Except in cases of emergency, leaves of absence under C. 2. must be requested in writing at least one (1) month in advance. Leave requests must state the beginning date and ending date of the leave. N: 86
- i. Leaves granted under this section may include:
  - (1). Maternity/paternity beginning prior to the birth of the child R: 86
  - (2). Child adoption
  - (3). Educational improvement through a program of further study approved by the



Superintendent. R: 86

(4). Joining the Peace Corps as a full-time participant.

(5). Exchange teaching.

(6). Becoming an officer of a State Educational Association

(7). Campaign for, or serve in, a public office.

(8). Military leave.

(9). Personal illness

(10). Family illness

(11). Child care immediately following birth or adoption. N: 86

3. Family and Medical Leave Act (FMLA) The Board shall provide up to 12 weeks of unpaid leave per 12 months. In Lakeshore Schools, the 12 month period is a "rolling 12 month period." This is measured backward from the date an employee uses any FMLA leave. Each time an employee takes FMLA leave, the amount of leave available would equal the difference between any leave already used in the immediately preceding 12 months and the full allotment of 12 weeks. Employees are eligible under this act if they have worked for Lakeshore Public Schools for at least one year. Unpaid leave shall be granted for any of the following reasons. All eligible and allowable paid leave may be used prior to beginning FMLA. (FMLA leave and paid leave do not run concurrently.) R: 03, 06, 08

- a. To care for the employee's child after birth, or placement for adoption or foster care; or
- b. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
- c. For a serious health condition that makes the employee unable to perform the employee's job. Certain kinds of paid leave shall be substituted for unpaid leave in accordance with Article VII A of this agreement. The employee shall have the right to take the leave on a reduced or intermittent schedule when medically necessary for health condition leaves.

(1). Advance Notice and Medical Certification The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

(a.) The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."

(b.) The Board may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Board's expense) and a fitness for duty report to return to work.

(2). Job Benefits and Protection:

(a.) For the duration of FMLA leave, the Board will maintain the employee's health coverage under the "group health plan."

(b.) Upon return from FMLA leave, employees will be restored to their original or any other position within the bargaining unit for which they are certified and qualified with equivalent pay, benefits, and other employment terms.

(c.) The use of FMLA leave will not result in the lost of any employment benefit that accrued prior to the start of leave.

(d.) FMLA does not supersede any collective bargaining agreement which provides greater family or medical leave rights. N: 94

D. PROFESSIONAL ASSOCIATION ACTIVITIES

The Board shall grant leave for attendance at Association activities for appropriate Association representatives, not to exceed twenty (20) days total for each school year, with at least two weeks prior notification to the Superintendent. This may be waived by the Superintendent. The Association will submit to the Superintendent a tentative calendar and names of representatives for Association activities by September 15th of the contract year. The Association shall be responsible for the teacher's sub costs, mileage, and the activity expense. R: 80, 86, 06

1. No more than three (3) employees will be absent on any one day with the exception of the CMC Team. N: 86 R: 06

2. No more than ten (10) days will be used by the same person in any one year N: 86

E. JURY DUTY The Teachers being called for jury duty shall be allowed to accept such duty with the Board of Education paying the teacher the difference between the reimbursement by the court and the teacher's normal per diem pay. Teachers serving will, if released from jury duty prior to the end of the normal working day, report back in person to his/her Building Principal and be available for teaching assignments or other related educational work as directed by the building administrator. The Board reserves the right to request that specific teachers be excused from jury duty when such service would result in a significant educational hardship. The employee must inform the administration when he/she receives notice to serve and present evidence of serving and payment received to be eligible to receive the balance of the daily salary. R: 06

F. CONFERENCE/WORKSHOP ATTENDANCE The Association recognizes that the intent of the Board providing this leave is to allow teachers an opportunity to acquaint themselves with outstanding examples of education projects and to attend select professional conferences which should result in benefits to the Lakeshore Public Schools' educational program. The Board agrees to provide upon application (after the visitation or conference is completed) reimbursement for appropriate travel and conference expenses. The Board reserves the right to establish limits on travel and conference expenses or determine in advance which expenses (and at which level) are appropriate. Approval to attend shall be obtained from the Principal and Superintendent. The number of teachers allowed to leave at any one time shall be within the discretion of the administration. Nothing in this clause shall prevent the Superintendent from granting the leave request with the understanding that the teacher assume part or all of the expenses involved except the cost of the substitute teacher. All approved reimbursement claims will be paid within established budget limitations. R: 74, 77, 80, 03, 06

1. The Board will pay approved, advance registration fees in advance of the conference, provided that timely notice is received by the Superintendent. N: 86

2. The teacher shall refund to the school district any such registrations that are forfeited due to non-attendance by the teacher. N: 86

## **ARTICLE VIII - TEACHER EVALUATION**

This article applies to all teachers including guidance counselors, media specialists, and speech therapists. Article VIII does not apply to School Social Workers. The Professional Growth and Evaluation Program (PGE) describes a comprehensive program that will be used for all teachers. Each teacher will have a current copy of the PGE prior to September 15. The program consists of three plans. Plan I applies to probationary teachers; Plan II applies to all tenured teachers; Plan III applies to tenured teachers who, in the judgment of a building administrator, need assistance with one or more of the Lakeshore Standards for Effective Teaching (Appendix F) contained in the PGE. R: 10

- A. Plan I applies to probationary teachers. Before October 1 of each school year, all probationary teachers will meet with an district administrator to review the initial staff development expectations, evaluation timelines, and provide teachers with copies of all forms used in the PGE process. A building administrator will meet with each teacher prior to October 1 to develop an Individual Development Plan (IDP) based on the Standards for Effective Teaching and North Central Accreditation (NCA) objectives for their building. A minimum of two formal observations will be conducted each year. The written summative evaluation will be based on at least two formal classroom observations held at least 60 days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administrator. One formal observation will be conducted before the end of the first semester. Each formal observation will be approximately 45 minutes in length and will be preceded by a pre-observation conference and followed within five working days by a post-observation conference. The summative evaluation will be completed no sooner than April 1 and no later than the Friday of the last full week of April of each probationary year. Progress toward IDP goals, will also be used as sources of information for the summative evaluation. Additional formal and informal observations may also be used as sources of information. Failure of the administration to comply with these standards is conclusive evidence that the probationary teacher's performance for that school year is satisfactory. R: 05
- B. Plan II. Plan II applies to all Lakeshore tenured teachers. Teachers involved in Plan II will demonstrate standards for effective teaching—as described in the Professional Growth and Evaluation Program R: 06, 07
- C. Plan III. Plan III is a professional assistance plan that applies to tenured teachers who need assistance with one or more of the Lakeshore Standards for Effective Teaching. Plan III is intended to provide the best possible likelihood for professional improvement. Plan III consists of two phases: an awareness phase and an assistance phase.
- D. Each teacher shall have the right upon request to review the contents of his/her personnel file in the presence of a Central Office Administrator. Pre-employment credentials and pre-employment documents may not be reviewed by the teacher. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- E. No material will be placed in the teacher's personnel file without the teacher's prior knowledge. Within five school days a teacher may submit written comments regarding the material and same shall be attached to the file copy of the material in question.
- F. If a teacher is asked to sign any material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. N: 94

G. Modifications, deletions or additions to the PGEP may only be done in writing by the CMC.  
N:93 R:94, 97, 2001

## ARTICLE IX - CONTINUITY OF OPERATIONS

- A. The Association agrees that it will not, during the period of this agreement, directly or indirectly, engage in or assist in any strike, as defined by the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act.
- C. 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 breakdowns, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board of education to insure that the number of contracted calendar days are met. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation. R:86, 97,02,03,04, 06
  - 1. The Board of Education shall not be required to cancel a “work day” ( i.e. a day when teachers report but students are not in session such as an end of semester grading day, a parent teacher conference day, or an in- service day) or that portion of any day which is scheduled to be a partial “work day” even though students do not report. However, the Board may do so at its discretion. The Board shall not be required to reschedule a “work day” or a partial “work day” which is cancelled, but may do so at its discretion. N: 86
  - 2. Total annual salary is based upon contracted calendar days regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond the days listed above. N: 86 R: 94, 97, 98, 00,03,04, 06
  - 3. If, at any time during the life of this agreement, it becomes lawful to count as days of pupil instruction those days when pupil instruction is not provided due to conditions not within the control of the Board, it is agreed that the following school closing provisions shall become immediately effective: When an act of God or Board directive forces the closing of a school or other facility of the Board, teachers shall be excused from reporting to duty without loss of pay. Days lost to school closing pursuant to the aforementioned circumstances shall not be rescheduled. N: 86
- D. Rescheduled days shall be scheduled according to the procedure as specified in Article IX E. N: 86 R: 00
- E. If for any reason, scheduled hours of instruction fall below the state mandated hours, additional hours or days will be scheduled at the discretion of the board of Education to insure that the minimum hours are met. Before making this decision, the Superintendent will consult with the CMC in an effort to mutually schedule the required time. If the shortage of hours is not rescheduled prior to the beginning of the fourth quarter of the school year, the Superintendent shall make the final decision. N: 00

## **ARTICLE X - SPECIAL TEACHING SITUATIONS**

A. INTERN TEACHERS Supervision of an intern teacher shall be voluntary. There shall be no more than the equivalency of one (1) student teacher per year per teacher unless otherwise approved by the building principal and the Assistant Superintendent. An intern teacher may be used as a substitute teacher only in the classroom to which they are assigned for their intern assignment. The mentor teacher recommendation and guidelines of the university or college will determine the intern teacher's eligibility for substitute teaching. The intern teacher must possess the appropriate substitute teaching paperwork from Berrien RESA prior to substitute teaching. R:80, 89, 05

### **B. GUIDANCE COUNSELORS AND MEDIA SPECIALISTS**

1. Time beyond the normal school year shall be mutually agreed to by the Administration and the guidance counselors/media specialists. R: 86
2. The elementary counselor shall not be subject to playground duty except in an emergency.
3. Counselors and media specialists shall be subject to substitute assignments only in cases of emergency. R: 86
4. Counselors shall have the same daily time schedule as teachers (but not preparation periods) with the exception of those times when their services are required to administer tests or perform other counseling related duties (such as financial aid night, college night) which might be scheduled outside of this time schedule. R:86
5. By mutual consent of the administration and counselor, counselors may be part-time counselors with another part time assignment. a.) Without mutual consent, Counselors shall be employed only as guidance counselors as opposed to part-time guidance and part-time teachers. This includes either full-time or part-time employment as a counselor. R: 06 b.) Nothing in this article limits the responsibility of the counselors to teach subjects, units, and concepts within the parameters of the guidance curriculum as established by the Board. R: 80, 86, 03

### **C. SCHOOL SOCIAL WORKER**

1. The school social worker can work on a flexible schedule mutually agreed upon between the supervisor and the school social worker. R:06
2. The school social worker shall serve a probationary period of no less than two years and no more than four years.
3. The work year of a school social worker may vary from the calendar as set forth in Article XVII by mutual agreement of the school social worker and the immediate supervisor. The school social worker shall be paid his/her per diem rate of pay for days worked in addition to contracted calendar days. R: 94, 97,98, 00,04, 06
4. A school social worker seniority list shall be maintained separate from all other employees. School social worker seniority is defined as length of continuous service with the Lakeshore Public Schools. All school social workers shall be ranked in order of their effective date of employment. The effective date of employment is the first day they report to work. In the circumstance of more than one individual having the same effective date of employment, the individuals shall draw lots to determine the most senior person.
5. Leaves of absence for school social workers, granted pursuant to this contract, shall not constitute an interruption in continuous service for purposes of seniority. In the event of a school social worker layoff, such layoff shall be by order of school social worker

seniority.

6. School social workers shall be recalled to positions for which they are certified and qualified according to seniority. N: 93
  
7. The school social worker will be formally evaluated no less than once every two years. The supervisor of the school social worker will complete the evaluation with input from all of the building principals. The evaluation will be completed on the "Social Worker Evaluation Feedback" form. An evaluation conference will be held on or before May 15 of the evaluation year. N:10

## **ARTICLE XI STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The administration and the Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it is recognized that a student requires attention from special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to the student.
- B. A teacher must first attempt to solve a discipline problem within the classroom, building corridors, and/or playground. If necessary the teacher may use reasonable force to protect her/himself, others and school property. The teacher should make her/his administrator aware of chronic misconduct or disturbance on the part of a particular student, and when necessary, receive assistance from her/his administrator in alleviating this particular problem.
- C. It is necessary that all teachers in our system be familiar with the acceptable policy on discipline, as well as the rules of proper conduct for the student body. Such awareness should come during the initial inservice days, when various Principals can outline the policy on discipline and these rules of conduct. At that time, teachers will be informed of these policies and rules and will be required to enforce them thereafter.



## ARTICLE XII - GRIEVANCE PROCEDURE

### A. DEFINITIONS:

1. The grievant is a person or persons claiming a grievance.
2. The term teacher includes individuals or groups who are members of the bargaining unit covered by this agreement.
3. The Association Representative is the spokesperson for the Association assigned to a given building. An Association officer may act in the place of a Building Representative R: 86, 06
4. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of any provisions of this agreement.  
*The following shall not be the basis of any grievance filed under the procedure outlined in this article:*
  - a. The termination of services of or failure to re-employ any probationary teacher.
  - b. The failure to re-employ any teacher to a position on the extra-curricular schedule. R: 06
  - c. Any non-procedural matter (content) involving teacher evaluation. R: 75  
*It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).*
5. Written grievances as required herein shall contain the following:
  - a. It shall be signed by the grievant or grievants.
  - b. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - c. It shall cite the section or subsections of this contract alleged to have been violated.
  - d. It shall contain the date of the alleged violation.
  - e. It shall specify the relief requested.

*Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.*

- B. An alleged grievance by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement, may be processed as hereinafter provided.

### C. PROCEDURES:

#### Step 1 - Oral Grievances

1. To the Superintendent
  - a. At the option of the tenured teacher, an oral grievance concerning placement on the seniority list, layoff, recall, or compensation may be filed directly with the Superintendent. At the option of the probationary teacher, an oral grievance concerning compensation may be filed directly with the Superintendent. - Any oral grievance must be filed within ten (10) school days after the occurrence of the alleged violation unless the grieved matter occurs within the last nine days of school, in which case, the grievance must be filed on or before June 30 of the current year. N: 89, 10
  - b. The Superintendent may remand the grievance to the Building level if he/she deems it appropriate. N: 86
2. To the Building Principal(s) or Director
  - a. Any teacher shall present an oral grievance to his/her Building Principal

or Director within ten (10) school days after the occurrence unless the grieved matter occurs within the last nine days of school, in which case, the must be filed on or before June 30 of the current year. The oral grievance shall be considered with or without the intervention of the Association. Any adjustment shall be consistent with the terms of this agreement. The Association representative shall be given the opportunity to be present at this adjustment. R:75, 80, 86, 10

#### Step 2 – Written Grievances

1. To the Superintendent
  - a. If the oral grievance to the Superintendent in Article XII, C, 1, a. above is not resolved at the oral level, the grievance must be submitted in writing on the Grievance Report Form (Appendix E-1) to the Superintendent within five (5) school days of the initial oral grievance meeting. The form shall be signed by the grievant and the Association Representative or officer. The grievance process will proceed at Step 6 below. If the grievance is not filed in writing within those five (5) days, it shall be considered waived. N: 86, R: 10
2. To the Building Principal(s) or Director
  - a. If the oral grievance is not resolved at the oral level, the grievance must be submitted in writing on the Grievance Report Form (Appendix E-1) to the Building Principal or Director within five (5) school days after presentation of the oral grievance. The Grievance Report Form shall be signed by the grievant and the Association Representative or officer. If the grievance is not filed in writing, within those five (5) school days, it shall be considered waived. If the grievance involves more than one school building, it will be filed with the Principal(s). R: 86, 06, 10

#### Step 3 – Meeting to Resolve Written Grievance

Within five (5) school days after the receipt of the written grievance, the administrator shall meet with the teacher and Association Representative or officer in an effort to resolve the written grievance in Step 2. R: 10

#### Step 4 – Principal or Director’s Written Disposition of the Written Grievance

The administrator shall indicate his/her disposition of the grievance in writing to the Association Representative or officer within five (5) school days of the meeting in Step 3 R: 80, 86, 06, 10

#### Step 5 – Written Grievance to the Superintendent

If the Association Representative or officer is not satisfied with the disposition of the written grievance in Step 4, or if no disposition has been made within five (5) school days of such meeting or six (6) school days from the date of filing, whichever shall be later, the written grievance shall be transmitted to the Superintendent within five (5) school days. R: 06, 10

#### Step 6 – Superintendent Meeting with Association Grievance Committee

Within five (5) school days after receipt of the written grievance in Step 5, the Superintendent or his designee shall meet with the Association Grievance Committee. R: 10

Step 7 – Superintendent’s Written Disposition of the Written Grievance

The Superintendent shall indicate his/her disposition of the written grievance in Step 6 in writing within five (5) school days after such meeting and shall furnish the written disposition and the Grievance Record Form (E-2) to the Association Grievance Committee chairperson. R: 86, 10

Step 8 – Written Grievance to the Board of Education

If the Association Grievance Committee is not satisfied with the disposition of the written grievance in Step 7 by the Superintendent or his designee, or if no disposition has been made within five (5) school days of the meeting or ten (10) school days from the date of filing, whichever shall be later, the written grievance shall be transmitted to the Board prior to the first Monday of the next calendar month or within five (5) school days by filing a copy with the Superintendent or his designee. R: 86, 10

Step 9 – Board Hearing

The Board no later than its next regular meeting, may have an open or closed hearing on the written grievance in Step 8, review such grievance or give such other consideration as it shall deem appropriate. R: 10

Step 10 – Board’s Written Disposition of the Written Grievance

Disposition of the grievance in Step 9, in writing by the Board shall be made no later than seven (7) school days thereafter. A copy of the Grievance Record Form (E-2) shall be furnished to the Association Grievance Committee. R:10

Step 11 – Notification of Decision to Grievant

The chairman of the Association Grievance Committee shall notify the grievant as to the decision reached R: 86, 10

D. Procedures for Arbitration of a Grievance

1. If the Board, the grievant, and the Association Grievance Committee shall be unable to resolve any grievance, and it shall involve an alleged violation, misinterpretation or misapplication of this agreement, the grievance may within ten (10) school days after the decision of the Board, be appealed. The Association may demand arbitration of the grievance by the American Arbitration Association in accordance with its rules. The decision of the Arbitrator shall be final and binding upon both parties. The expense and fees of the Arbitrator and the American Arbitration Association shall be borne by the loser of the Arbitration decision. R: 80, 10
2. Powers of the Arbitrator are subject to the following limitations:
  - a. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - b. The Arbitrator shall have no power to establish salary scales or to change any salary.
  - c. The Arbitrator shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, or rule.
  - d. The Arbitrator shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide. In rendering decisions, the Arbitrator shall give due regard to the responsibility of management

and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

- e. The Arbitrator shall have no power to interpret state or federal law.
- f. The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure. R: 80, 10

After a case, on which the Arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

If either party disputes the arbitration of any grievance under the terms of this agreement, the Arbitrator shall have no jurisdiction to hear the merits of the case until it has first determined the issue of arbitration. In the event that a case is appealed to the Arbitrator on which he/she has no power to rule it shall be referred back to the parties without decision or recommendation on its merits.

More than one grievance may not be considered by the Arbitrator at the same time except upon expressed, written, mutual consent and then only if they are of similar nature.

Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the Arbitrator shall have no power to order one.

Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than forty five (45) days prior to the date on which the grievance is filed

#### E. Other

1. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
2. The grievance procedure shall in no way interfere with assigned duties. The involvement of students in all phases of the grievance procedure shall be prohibited on the part of both the Board and the Association unless parental permission is obtained. R: 89
3. Should an alleged oral complaint be resolved between the teacher and administrator, the alleged grievance shall not be the basis for a grievance by the Association.
4. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of his right to pursue any legal statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this article.
5. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and the association shall exert its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. R: 89

6. The time limits at any level of the grievance procedure may be extended by written mutual agreement. N:80
7. Grievance material or reference thereto shall not be placed in any personnel files.
8. Grievance Report Form – See Appendix E-1. A synopsis of the facts giving rise to the alleged violation will be on this form and submitted at Step 1 above. R:10
9. Grievance Record Form — See Appendix E-2. The Grievance Record Form will be used to document each step in the grievance process. R:10

## **ARTICLE XIII - REDUCTION AND RECALL**

### **A. Probation**

1. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
2. Credit given for outside teaching experience in school districts shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
3. Probationary teachers shall not have seniority.

### **B. Seniority**

1. No later than thirty (30) calendar days following the ratification of this Agreement, and by every November 1 thereafter, the Board shall prepare a seniority list. Seniority is defined as length of continuous service with the Lakeshore Public Schools. Seniority credit will not be granted for service with the district as a substitute or per diem teacher. All teachers shall be ranked in the order of their effective date of employment. The effective date of employment is the first day the teacher reports to work. In the circumstance of more than one individual having the same effective date of employment, the following system shall determine the seniority order: R: 10
  - a. Professional, Permanent or Continuing Certification
    1. Ed.D. or Ph.D. + additional hours
    2. Ed.S. + additional hours
    3. MS + additional hours
    4. BA + additional hours
  - b. Provisional Certification
    1. Ed.D. or Ph.D. + additional hours
    2. Ed.S. + additional hours
    3. MS + additional hours
    4. BA + additional hours
2. For hours to be applicable for seniority credit, the work must be at least a grade of B- (or its equivalent). "Pass" of pass/fail or its equivalent is acceptable. The first ten (10) semester hours may be undergraduate credit and subsequent semester hours must be at a graduate level. If a teacher wishes to expand his/her certification and undergraduate courses are required by the university, then such credit will be honored upon submission of a course program signed by the university. If the work is beyond the MA, all semester hours must be graduate level with a minimum grade of B- or "Pass" of pass/fail credit (or its equivalent). N:80, R: 00, 03, 06, 10
3. The seniority list will state seniority as existed on the proceeding July 1. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association Representatives and Association President. It is the responsibility of the employee to keep the personnel office informed of all factors related to seniority. All changes in seniority status will be based on the latest documents on file. R: 80, 83, 86, 10
4. All seniority is lost when employment is severed by resignation, retirement or discharge for cause. However, seniority is retained if severance of employment is due to layoff or approved unpaid leave of absence. In these cases, teachers so affected shall retain all seniority accumulated as of the effective date of layoff or the approved unpaid leave of absence. Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. R: 86

### **C. Necessary Reduction of Personnel (Layoff)**

The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the resources available to the Board of Education as provided by the public and the State of Michigan and in accordance with this realization understand that in some

instances it may be necessary to reduce the educational program, curriculum and staff. R: 06.

1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum; however, the Board will consult with the Association prior to any scheduled reduction.
2. Layoff shall be defined as a reduction in the work force beyond the attrition of bargaining unit employees. N:80
3. In order to promote an orderly reduction in personnel when educational programs and curriculum are curtailed, the following procedure will be used:
  - a. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified to perform the services of the probationary teacher. R:80
  - b. In the event that a layoff of probationary teachers is necessary, probationary teachers shall be individually considered for retention using certification, evaluation, previous relevant experiences and district needs as the major criteria. At least five (5) working days prior to the notification of those teachers to be laid off, a list of those teachers shall be furnished to the Association for its consideration and consultation. R: 80, 10
  - c. In the event seniority teachers must be laid off, layoff will be on the basis of seniority by order of the following criteria:
    - i. Certification as approved by the Michigan Department of Education and highly qualified status as defined by NCLB. R: 06
    - ii. Length of continuous service in Lakeshore Public Schools. R:80
    - iii. Qualification as listed, in this order, by 1) Successful teaching experience during the past five (5) years in the specific teaching area in the school district, and 2) student teaching experience in the specific teaching area. N: 06, 10  

It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the tenured teachers to be laid off. The Administration shall meet with the Association president or his/her designee at least 5 days prior to the notification of those teachers to be laid off in order to review the list. In the event of a dispute concerning the accuracy and completeness of the layoff list, the Association shall have the right to file a written grievance - within not more than five (5) days after the termination of the review meeting. R: 06, 10
  - d. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed

for more than one-half of the school year, otherwise such teachers shall remain on the same salary step.

D. Recall

1. Seniority teachers shall be recalled to positions for which they are certified and qualified according to seniority. For purposes of recall, certification and qualification shall be as set forth in Article XIII, C-3. R: 80, 83, 86, 06, 10
  - a. The certification and qualification of a seniority teacher to be recalled from layoff shall be those on file with the Board at the time the notification of recall is sent. It is the teacher's responsibility to assure that personnel records are current and accurate and to notify the Board in writing of any corrections or additions. N: 86, 10
  - b. The recall list of seniority teachers shall be maintained by the Board for a period not to exceed three (3) years as in accordance with the Teacher Tenure Act. N: 80, R: 83, 86, 94, 06
2. Notifications of a any recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. A teacher will indicate his/her desire to accept or reject an offer of recall within (10) days from the date the notice of recall is received or within (20) days from the date the notice was sent, whatever occurs earlier. In the event the teacher fails to respond within the aforementioned timeline this shall conclusively and irrebuttably be construed by the Board to constitute a resignation in accordance with the provisions of the Tenure Act.

A laid off teacher who is employed under contract by another Michigan public school district at the time of recall may refuse recall. However, if the teacher is subsequently recalled for the following school year, the teacher's refusal of the offer shall conclusively and irrebuttably be construed by the Board to constitute the teacher's resignation and employment shall automatically terminate in accordance with the provisions of the Tenure Act. R: 10



## ARTICLE XIV - COMPENSATION

- A. The basic annual salaries of teachers covered by this agreement are incorporated into a salary schedule format as presented in Appendix A. Teachers who do not work for the full year shall have their base pay and extra hours prorated on the basis of the number of days worked. Pay under this shall begin with the first day of employment in the bargaining unit. N: 80, R: 00
- B. Credit on the salary schedule will be given for previous teaching experience (excluding substitute teacher) up to six years.
- C. The salary schedule shall consist of the following levels of BA, BA + 18, MA, MA + 15, and ED.S/ED.D. For the purpose of granting credit for degrees and hours, credit is granted chronologically beginning with the attainment of the degree and teaching certificate.
- 1.) For hours to be applicable for credit on the BA + 18 salary levels, the work must be a minimum grade of B- (or its equivalent). or "Pass" of pass/fail credit.(or its equivalent). R: 06, 10
  - 2.) If the work is beyond the MA, all semester hours must be graduate level with a minimum grade of B- or "PASS" of pass/fail credit (or its equivalent). R: 80, 83, 03, 10
- D. Pay for extra hours (BA+18 or MA+15) shall be based upon a certified transcript(s), or report cards until transcripts are received, which must be received in the Office of the Superintendent not later than October 15 of each year to be recognized for the first semester. Hours earned after September 1 shall apply to the salary schedule of the following year (i.e. a given level must be reached by work completed before September 1). R: 80, 83
- E. Changes in experience level, credit hours or degree will be recognized at the beginning of each school year. The obtainment of a Master's Degree, Ed.D or Ed.S. will be recognized at the beginning of the second semester provided that the transcripts are received in the Office of the Superintendent no later than the first day of the second semester. R: 80
- F. All teachers shall have their transcripts reviewed to comply with the above provisions. R: 80
- G. SPECIAL PAY PROVISIONS:
1. Per diem pay for time worked outside the normal school year shall be paid on the next regularly scheduled pay day with a minimum of seven (7) days processing time in advance. N: 80
  2. If a secondary teacher shall teach more than the normal teaching periods as part of the extra duties detailed in the individual contract, he/she shall receive additional compensation prorated to 1/6 his/her pay. The acceptance of the additional teaching assignment will be voluntary.
  3. Teachers who are asked and who agree to do maintenance work in their teaching areas or in any other area in the school (on the building or equipment) will be paid at the rate paid regular district maintenance workers provided proper work orders are approved prior to beginning of the work. N: 75; R: 77
- H. Each teacher shall obtain a minimum of six (6) semester hours or 18 SB-CEUs or a combination thereof for each five (5) year block of employment in the Lakeshore Public Schools. Said hours shall be applicable to their teaching area or towards a planned program for an advanced degree. Any deviation, shall require written approval by the Superintendent of schools after a joint discussion with the teacher. Teachers, not at maximum, not meeting this requirement, shall remain at their last salary step until this requirement is met. Teachers

at maximum shall be reduced one step on the salary schedule and remain at this step until this requirement is met. This does not apply to master degree holders. The State of Michigan may have requirements outside of this local district language. R: 06

- I. Individuals entitled to receive pay for extra duty assignments shall elect to be paid under one of the following pay options:
  - 1. One lump sum payable on the first pay period following the conclusion of the activity and satisfaction of the job requirements; or R: 08
  - 2. Equal installments determined by dividing the total pay for the assignment by the number of pay periods which occur during the activity plus one (1). Installment payments shall then commence with the first pay after the beginning of the activity and continue in equal installments through the conclusion of the activity. The final pay shall be made upon the conclusion of the activity and satisfaction of the job requirement. N: 08
  - 3. Notwithstanding the foregoing, if the extra duty activity can be expected to span two calendar years (such as a winter sport), the election between the pay schedules described above must be made in writing and received in the Business Office at least seven (7) days prior to the first day that the extra duty activity begins (as determined by the District). If an election is not submitted, or is submitted after the deadline set forth herein, payment shall be in installments. All payments for extra duty assignments shall be subject to federal and state tax withholding, in accordance with applicable law-. R: 80, 08
- J. The Board shall retain the right to withhold an assignment if that activity will not be conducted. The Board shall retain the right to establish additional assignments if the activity is warranted.

K. EXTRA DUTY POSITIONS:

- 1. Extra duty compensation for newly created positions in the bargaining unit shall be subject to negotiations. N: 80
  - 2. The board shall maintain a manual of position descriptions for each position included in schedules B and C. N: 89; R: 94
  - 3. It is understood that these descriptions are not negotiable and that the decision of the board in this matter is final and not subject to the grievance procedure as outlined in Article XII. N: 89
  - 4. Proposals for new positions under Appendix B or C shall include a proposed position description. N: 89
- L. Where a regular staff member substitutes during his/her preparation period for an absent teacher, he/she shall be paid \$16.55 for each classroom period of instruction. At no time will it be permitted to have a teacher contact other teachers to substitute unless approved by their immediate supervisor. Such assignment shall be voluntary unless an emergency situation exists. R: 77, 80, 83, 86, 89, 92, 94, 97,98, 06, 08
- M. All teachers using their own automobiles for approved travel will be reimbursed at the IRS standard mileage rate effective the first day of every school year. R: 75, 80, 86, 89, 94,97,00,03, 06
- N. Beginning as of the 2008-2009 school year, each teacher shall have the option of electing to be paid either over the school year or under a twelvemonth pay schedule (the exact number of pays under either schedule for each particular period to be determined by the contract), as set forth hereinafter. For the 2008-2009 school year, a member electing to be paid under the twelve-month pay schedule will receive twenty-seven pays. In 2009-2010 and 2010-2011

school years, the 12-month pay schedule will be twenty-six pays. The election for 2008-2009 school year must be submitted, in writing, to the Business Office on or before June 30, 2008. If a member does not submit an election, or submits an election after the deadline set forth herein, the teacher will be paid under the twelve-month pay schedule. A timely election by a teacher will remain in effect from year to year unless the teacher revokes the election and makes a new election in writing before the deadline for making an election for a following school year. After the 2008-2009 school year, written elections or revocations of prior elections must be received by the Business Office no later than July 31 before the school year for which the election or revocation of election is intended to be effective. R: 09

Before the first day of employment, newly hired teachers must indicate their payment option for the ensuing school year, i.e., payment over the school year or under the twelve-month schedule. If the teacher does not submit an election, or submits an election after the first day of employment, the teacher will be paid under the twelve-month schedule. The initial payment option will remain in effect from year to year unless changed as provided in the preceding paragraph. N: 08

- O. Teachers who have been continuously employed (authorized leaves of absence shall not break continuity but shall not count as years of service) for at least ten (10) years by the Lakeshore Board of Education shall upon resignation receive the following severance allowance:

A sum equal to \$150.00 times the number of years of service with the Lakeshore Public Schools shall be paid in a lump sum at the time of the final pay for services.

The above mentioned severance allowance shall be made in compliance with a Special Pay Plan approved by the Board of Education and in compliance with IRS regulations.

For teachers under age 55 at the end of the calendar year in which they qualify for this severance the following will apply:

1. The employee under age 55 who withdraws any amount from the plan prior to age 59 ½ will suffer a 10% early withdrawal penalty from the IRS on the funds that are withdrawn.
2. For those employees who suffer the 10% penalty by withdrawing funds within the first six months, the district will hold the employee “harmless” and pay them an additional 2.35% of the funds withdrawn (the difference between the penalty and the 7.65% that they saved) .
3. Employees who withdraw funds after six months but before 59 ½ will be responsible to pay the IRS penalty.
4. Employees under age 55 who do not withdraw their funds before age 59 ½ will not be penalized.
5. Employees who are 55 years of age or older by the end of the calendar year in which they qualify for this severance are not affected by these rules. R: 89, 05

- P. The Board, at its discretion, may reimburse any teacher the cost of tuition for college courses completed during the school year or previous summer. For reimbursement, work must be a minimum grade of “B” (or its equivalent) or “pass” of pass/fail credit. The course must be taken in: 1) the teacher’s major or minor area; 2) in a program for additional certification; or 3) in a program approved by the Superintendent. Teachers will submit a written application on the form provided by the administration to the Building Principal prior to enrollment. N: 86; R: 94

- Q. Early Notice Incentive

1. Under the Early Notice Incentive program, those individuals who provide written notice of resignation will receive:
  - a. Two hundred seventy five dollars (\$275) if written notice of resignation is received on or prior to the last day of February of the year of resignation. Payment of this amount will be made with the employee's final pay.
  - b. Per Article XIV Section O, a severance allowance (minus the final year payment of \$150). Payment of this amount will be made following the superintendent's acceptance of the resignation and in compliance with the special pay plan. R: 06
2. These incentives will be provided under the following guidelines:
  - a. There will be no extension of the February deadline for any reason.
  - b. The letter of resignation will be kept confidential until April 1 of the final year of service unless otherwise required by law.
  - c. No early notice incentive will be available more than nine months prior to the effective date of the resignation.
  - d. In order to qualify for this early notice incentive, completion of the teacher work year is required.
  - e. Acceptance of the resignation is defined as an official letter by the superintendent to the employee accepting the resignation.

- R. National Board Teacher Certification: Any teacher who successfully completes the certification process and receives National Board Certification shall be recognized for their commitment to education and professional growth by the Board of Education with the following stipend. R: 06

Upon receiving National Board Certification, the individual will receive a \$2,000.00 stipend. In addition, a \$500.00 stipend will be paid in subsequent years for the duration of their National Board Certification, as long as they remain an employee in good standing of Lakeshore Public Schools. The \$2,000.00 stipend will be paid immediately upon receipt of the Certificate. The \$500.00 stipend will be paid at the completion of each full year of satisfactory service.

An individual who already possesses National Board Certification and is then hired by Lakeshore Public Schools will receive \$500.00 per year for the duration of their National Board Certification and as long as they remain an employee in good standing of Lakeshore Public Schools. The Superintendent/or designee will assist individuals in seeking funding sources for the application fee, in order to minimize personal expense. The Board encourages individuals to pursue National Board Certification as part of their Professional Growth Plan, as described in Article VIII of the Contract. N: 03

S. Years of Service and Sick Leave Accumulation Recognition

- 1.) 15+years of service and 120 accumulated leave days: A teacher who has accumulated 15 or more years of continuous service with Lakeshore Public Schools and who has accumulated 120 days of leave, after the first teacher workday, may use no more than three (3) days per year for personal business.
- 2.) 20+years of service and 120 accumulated leave days: A teacher who has accumulated 20 or more years of continuous service with Lakeshore Public Schools and who has accumulated 120 days of leave, after the first teacher workday, may use no more than four (4) days per year for personal business.

3.) 30+years of service and 120 accumulated leave days: A teacher who has 30 or more years of continuous service with Lakeshore Public Schools and who has accumulated 120 days of leave, following the first teacher workday of the school year may use no more than four (4) days per year for personal business and shall receive, in addition to their salary per Schedule A, an amount equal to one day's pay. N:03 R: 06

**ARTICLE XV - INSURANCE PROGRAM**

The Board agrees to provide during the life of this contract, from carriers of its choosing, certain insurance benefits described herein.

EXCLUSIONS: It is expressly understood that these described benefits do not apply to non-bargaining unit employees nor to teachers working less than half-day.

The Board shall not be responsible for coverage during any period that the employee is not actually enrolled for coverage with the carrier. R: 80

PRORATED BENEFIT: Those teachers working halftime but less than full time (daily) will receive a benefit prorated on a six (6) hour day. Those teachers working a full day but less than a full year and those teachers on an unpaid leave of absence for more than five (5) days during a year will receive a benefit prorated on one hundred eighty-two (182) teacher workdays. Those teachers affected by a prorated allowance will have the option to continue full benefits by direct payment of a supplement to the business office. R: 77, 86, 97, 00, 03, 04, 06

Coverage of benefits will be for a full twelve (12) month year (September through August) providing the employee works the entire school year.

The Board agrees to provide eligible members of the bargaining unit with MESSA PAK health insurance, dental insurance, vision care insurance, and \$5,000 of PAK life and AD&D insurance for those who choose to receive it. All eligible members who select health insurance may choose PAK A with Super Care 1 or PAK C with MESSA Choices II. SuperCare I will not be an option beginning September 1, 2010. In addition, the Board will provide an additional \$15,000 of life insurance coverage. R: 04, 06, 09

All members not enrolling in Plan A or Plan C above will be in Plan B and will receive \$200.00 per month in cash in lieu of health insurance which is part of the district's Section 125 Plan as set forth in Article XV - E2. Employees may payroll deduct this amount and place it into a tax sheltered annuity (Section 403b) from a firm authorized according to the procedure in Article IV. (SEE Section A). Employees who select this option will also receive Plan B insurances as described in Section B of this article. R:95, 97, 00,01,02,04

The rates for PAK A and PAK C per month for the months of September 2009 through June 30, 2010 are as follows:

	Total Premium	Employer's Share	Employee's Share
PAK A	\$1,374.49	\$1,174.49	\$200.00
PAK C	\$1,178.55	\$1,118.55	\$ 60.00
PAK B (No Health)	\$ 61.63	\$ 61.63	-0-

The employee will pay the difference between what the Board pays and the total monthly premium.

The district will provide employees a Premium Conversion Benefit which will allow employees to pay for their share of health insurance costs through payroll deduction on a pre-tax basis consistent with IRS regulations. All members in MESSA PAK Plan B will pay \$0 per month and the Board will pay up to \$59.38 which includes cost of MESSA PAK B plus the cost of additional group term life insurance. Commencing July 1, 2009 the increase in monthly premiums paid for health, dental, vision, and life insurances by the district, the employer's share will be limited to not more than 6.35% over the June 2009 total employer's share. Premiums in excess of the

employer's share shall be the employee's share. The premiums shall be updated each year using this formula. R:02,04,06,08,09

**Note:** Public Act 93 of 1997 prohibits districts and ISDs from using public funds to purchase insurance coverage of abortion services, except for spontaneous abortions to prevent the death of the woman. Effective November 1, 2000, coverage for abortion services will be paid from the employee's share of the premium. No district funds will be used to pay for abortion coverage through our health care provider. N: 03,04

All LEA members, regardless if they choose Pak A, Pak B, or Pak C and who are employed at least 50% will be provided \$15,000 of group term life insurance. N: 04

A. Plan A (not an option effective September 2010)

MESSA PAK

Major Medical : Super Care 1 (\$50/100 deductible and \$10/20 Generic RX) R: 06

Life Insurance: \$5000.00

A D&D: \$5000.00

Vision: VSP 1

Dental: Delta Dental, 100% cleanings/90%crowns/80% dentures. \$2000 annual max. 2 cleanings per year. Orthodontics 50% UCR lifetime max with no adult

B. Plan B

1.MESSA PAK

Life Insurance: \$5000.00

Vision: VSP 1

Dental: Delta Dental. 50% cleanings, 50% crowns, 50% dentures, \$2000 annual max.Two cleanings per year Orthodontics: 50% UCR lifetime max: no adult

2. Addition Payment: \$200.00 in cash

C. Plan C

1. MESSAPAK: Major Medical Choices II (\$0 deductible and \$10/20 Generic Rx) R: 06

Life Insurance: \$5000.00

AD&D: \$5000.00

Vision: VSP 1

Dental: Delta Dental, 100% cleanings/90%crowns, 80% dentures, \$2000.00 annual Max. 2 cleanings per year. Orthodontics: 50% UCR lifetime max with no adult N: 04

D. Additional benefits available from the group carrier may be purchased at the option of the employee during any open period as designated by the carrier and the Board will make payroll deductions for these additional options according to established payroll procedures.

E. The Board of Education shall provide, without cost to the employee, an Employee Assistance Program. A committee composed of three (3) administrators and three (3) teachers shall review the program as implemented. This committee may present to the Board recommendations for its further consideration. N: 89 R: 94

F. An employee may choose to allocate up to \$5000 per year of salary in each of three flexible spending accounts for the purposes of reducing the tax burden for the individual while paying for known expenses. The three accounts are:

1. Dependent Care Assistance Flexible Spending Account (for care of a dependent child under the age of 13 or other eligible dependent.)
2. Health Care Flexible Spending Account (for expenses medical, dental or vision that are not covered by insurance, such as glasses, medical deductible, orthodontia, etc.)
3. Medical Insurance Premium Account (for premiums such as long-term care, long-term disability, cancer insurance, etc.)

It is expressly understood that the amount to be authorized for payroll deduction is established by the employee at the time of enrollment (prior to September 12) and can be altered only by a change in family status. All money remaining in an account at the end of a plan year is forfeited by the employee as stated in Section 125 of the IRS Code. N:97 R: 98.06



## **XVI - MISCELLANEOUS PROVISIONS**

- A. The Board and the Association support the concept of collaborative bargaining for the length of this agreement and agree to form a Contract Management Committee (CMC) to discuss topics and resolve contract related issues and problems excluding grievances.
1. On or before September 30 of each year each party shall designate five or six internal representatives to serve on the CMC. The group will meet at least once per month. The CMC will hold its first meeting before the end of October. R: 06
  2. In order for a decision to be made, there must be at least a quorum of each team in attendance. A team quorum shall be defined as at least four (4) members.
  3. Employees, immediate supervisors/administrators, and building representatives should share their problems and concerns at the program/building level so that the problems or concerns can be researched, discussed, and resolved at the lowest possible level.
  4. Problems and concerns that cannot be resolved at the program/ building level may be referred to the CMC.
  5. The MASTER AGREEMENT will remain the same except where it is changed by consensus of the CMC and ratified by the Board of Education and the Association in accordance with their bylaws covering contract ratification. N: 94
- B. It is the sole responsibility of the teacher to maintain certification. In addition, it is the sole responsibility of the teacher to meet the requirements for highly qualified teachers as defined by No Child Left Behind. The district will notify the teachers of their status on an annual basis. R: 04
- C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with terms and conditions of the agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the agreement, this agreement during its duration, shall be controlling.
- D. During its duration this agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. 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 provisions 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.
- F. The Board will be responsible for the printing of this Agreement. One-half of the copies printed will be furnished to the Association for distribution to members of the bargaining unit now employed by Lakeshore Public Schools and for other Association use. The Board will distribute copies to the members of the Board, and others as deemed necessary. The cost of printing this Agreement will be shared equally by the Association and the Board. The quality and method of printing will be mutually determined. R:77
- G. The operations and maintenance of any vending machines that have been placed in the teachers' lounges shall be the sole responsibility of the teachers in their respective buildings.

Should any financial losses occur, it shall be their responsibility.

- H. A teacher, with a planned program approved by both teachers and building principals, may exchange teaching positions for a maximum of one (1) day per year for the purpose of exchanging and sharing ideas to broaden the experience of the teaching staff. This exchange of teachers may be within the school district or between school districts. R: 77
- I. For the purposes of this agreement, “days” shall mean calendar days (Sunday through Saturday) unless specified as “school days” [exception See Article XII.A.(6).]. N: 89

## **ARTICLE XVII - CALENDAR**

This is a three-year contract that reflects 182 contract days. If, during the term of this agreement, the state overrides this contract to require additional school days above and beyond the 182 contract days and retain student contact hours at current levels, without a corresponding foundation allowance increase, then the teacher contract days could extend to 186. N: 06

- A. The first student day will be a full day and the last student day of the year will be a half-day, unless needed for state required hours. Elementary (K-5) students will attend on a half-day basis on the last day of the first marking period and the third marking period. All grades will end the marking periods on the same days. A minimum of three (3) days will be given at the end of the marking period when grades are due. Days to be made up under Article IX will be added to the end of the school year unless noted in the printed calendar. (Monday - Friday). R: 77, 80, 86, 95,97,98, 00,02,06
- B. Professional Development Days: Three and one half (3 1/2) professional development days will be scheduled by the district. Each teacher will be responsible to earn nine hours of professional development. These must be earned outside of the time students are in attendance. The district will define the various options available to earn these hours. If a teacher fails to earn the nine hours by June 1 of each year, they will be required to fulfill the obligation on the days immediately following the last teacher workday. R: 06

Note: These hours will be logged by each teacher, and include NCA work; Department meetings; curriculum work; Individual Growth Plan work; conferences and class work related to student achievement; etc. Please note that these hours must be earned outside of the time students are in attendance and outside planned professional development days. R: 04



## **ARTICLE XVIII - MENTOR TEACHERS**

- 1 New teachers (less than three (3) years of total teaching experience) shall be assigned a mentor teacher by the administration until three (3) years of total teaching experience have been accumulated. Any teacher new to Lakeshore with more than three (3) years of total teaching experience will be assigned a mentor teacher for up to one year.
- 2 A mentor teacher shall be assigned in accordance with the following:

a. Participation as a mentor teacher shall be voluntary.

b. The mentor teacher assignment shall be for one school year subject to ongoing review by the mentor teacher, mentee and building administrator. Upon review the appointment may be renewed or a new appointment will be made.

- 1 Because of the purpose of the mentor/mentee match is to acclimate the new teacher and to provide assistance with the goal of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee.
- 2 A per diem rate will be paid to the mentor teacher for work done at the request of the administration outside of the scheduled work days. N: 95

**ARTICLE XIX - DURATION OF AGREEMENT**

This agreement shall be effective as of September 1, 2009, and continue in effect until the first day of August 2011. This AGREEMENT shall not be extended orally; however, it may be extended by mutual agreement of the parties in writing. All of the foregoing constitutes the full and completed AGREEMENT between the LAKESHORE BOARD OF EDUCATION and the NORTHERN BERRIEN COUNTY EDUCATION ASSOCIATION/MEA/NEA, and in witness whereof, the Parties hereto have executed this AGREEMENT.

LAKESHORE BOARD OF EDUCATION: LAKESHORE ASSOCIATION/NBCEA:

\_\_\_\_\_  
Robert T. Kenagy Date  
President, School Board

\_\_\_\_\_  
Angela Johnson Date  
President LEA/NBCEA

\_\_\_\_\_  
Donald J. Frank Date  
Superintendent

\_\_\_\_\_  
Sandra Blough Date  
Vice President LEA/NBCEA

R: 06, 09

**APPENDIX A**

**SCHEDULE A 2010-2011 (Professional Contract - 182 days)**

<b>YRS/EXP*</b>	<b>BA</b>	<b>BA + 18</b>	<b>MA</b>	<b>MA + 15</b>	<b>ED.D/ED.S</b>
0	40,022	40,974	43,713		
1	41,423	42,408	45,243		
2	42,873	43,892	46,826	46,651	
3	44,373	45,428	48,465	51,389	
4	45,926	47,018	50,161	53,188	
5	47,533	48,663	51,917	55,050	
6	49,197	50,366	53,734	56,977	
7	50,918	52,129	55,615	58,970	
8	52,701	53,954	57,562	61,033	62,861
9		55,842	59,576	63,170	65,062
10		57,797	61,661	65,380	67,339
11		59,820	63,819	67,668	69,696
12		61,914	66,053	70,036	72,135
13			68,365	72,487	74,659

**SCHOOL SOCIALWORKER SALARY SCHEDULE**

SCHOOL SOCIAL WORKER SALARY SCHEDULE

2010-2011 (182 Days)

<b>YRS/EXP</b>	<b>(MSW) PROBATIONARY</b>	<b>(MSW) NON-PROBATIONARY</b>
0	47,511	
1	49,175	
2	50,895	52,342
3	52,677	54,174
4	54,521	56,070
5	56,428	58,032
6	58,403	60,063
7	60,477	62,165
8	62,564	64,341
9	64,753	66,593
10	67,019	68,924
11	69,366	71,336

N: 04, R: 06, 09

For 2009-2010 only, employees hired prior to July 1, 2009, will remain on the same years of experience as they were on in 2008-2009. Teachers hired after July 1, 2009 will begin at either Step 0 or at their years of experience as stated in Article XIV (B) less one year.

## **APPENDIX B**

Athletic Activities (% of extra duty base schedule; base salary through seven

(7) years. <u>BASEBALL</u>	%	
Junior Varsity	8	
Assistant Varsity	10	
Head Varsity	14	
<u>BASKETBALL</u>		
7th Grade Men Assistant	6	
7th Grade Men	8	
7th Grade Women Assistant	6	
7th Grade Women	8	
8th Grade Men Assistant	6	
8th Grade Men	8	
8th Grade Women Assistant	6	
8th Grade Women	8	
Freshman Men	10	
Freshman Women	10	
Junior Varsity Men	12	
Junior Varsity Women	12	
Head Varsity Men	21	
Head Varsity Women	21	
<u>CHEERLEADING</u>		
7th Grade	5	
8th Grade	5	
Freshman	3	
Junior Varsity	4	
Varsity	5	
Competitive	11	
<u>CROSS COUNTRY</u>		
Middle School	6	
Head Varsity Men	10	(12)*
Head Varsity Women	10	(12)*



<u>FOOTBALL</u>	%
7th Grade Assistant	7
7th Grade Head	8
8th Grade Assistant	7
8th Grade Head	8
Freshman Assistant	9
Head Freshman	10
Assistant Junior Varsity	10
Head Junior Varsity	12
Assistant Varsity	13
Head Varsity	21
<u>GOLF</u>	
Head Varsity	9
<u>POM PON</u>	
Advisor	8
<u>SOCCER</u>	
Junior Varsity Men	10
Junior Varsity Women	10
Head Varsity Men	14
Head Varsity Women	14
<u>SOFTBALL</u>	
Junior Varsity	8
Assistant Varsity	10
Varsity	14
<u>TENNIS</u>	
Assistant Varsity Men	7
Assistant Varsity Women	7
Head Varsity Men	12
Head Varsity Women	12
<u>TRACK</u>	
7th Grade Men	7
7th Grade Women	7
8th Grade Men	7
8th Grade Women	7
Assistant Varsity Men	10

	<u>%</u>
Assistant Varsity Women	10
Head Varsity Men	14
Head Varsity Women	14
<u>VOLLEYBALL</u>	
7th Grade Assistant	5
7th Grade	7
8th Grade Assistant	5
8th Grade	7
Freshman	10
Junior Varsity	12
Head Varsity	18
<u>WRESTLING</u>	
Assistant Middle School	7
Head Middle School	8
Assistant Varsity	12
Head Varsity	18

R: 04, 06

The salaries are based on a prescribed minimal in practice weeks and number of contests. Practices less than the minimal standards will be deducted on a pro rata basis of the total coaching salary for that coaching assignment. Coaches are encouraged, however, to build program for maximum benefits to the team and the school.

When hired, new coaches will be given credit for up to five years of previous head varsity coaching experience in the sport for which they have been hired. This credit applies for varsity positions only.

\* Denotes percentage for coaches in position prior to the 2004-2005 school year. R: 75, 77, 80, 83, 86, 89, 03, 04, 06

## APPENDIX C

Activities (% of extra duty base schedule through seven (7) years of experience: R: 97,04, 06, 10 All positions are appointed annually.

### CLASS ADVISORS

	<u>%</u>
Freshman	3
Sophomore	3
Junior	5
Senior	5

### STUDENT COUNCIL

Elementary	1.5
Middle School per grade	1.5
High School	5

### PRODUCTIONS

High School Head Drama	5 each production*
High School Head Musical	8 each production*
High School Asst. Musical	5 each production*

### FORENSICS

High School Head	5
High School Assistant	3
Individual Events	5

### VARIETY SHOW

Elementary	2 each production*
Middle School	2 each production*
High School	5*

### BAND

Director of Bands	12 incl. 3% jazz,1% pep
Associate Dir. of Bands	7
Marching Band Head	10 (includes Band Camp Head 5%)
Marching Band Assoc.	6 (includes Band Camp Associate 3%)

### CHOIR

Middle School	6
High School	8

### DANCE

High School	8
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### KEY CLUB

5

### NATL. HONOR SOCIETY

2.5

### YEARBOOK

Middle School	4
High School	3

<u>DECA</u>	4.5	
	(Incl. 1% school store)	
<u>DRAMA CLUB</u>		
Middle School	2.5 each production	
High School	1.5	
<u>All Other Clubs as Approved by the Board of Education (1.5)</u>		
ACADEMIC BOOSTERS		1.5
ACADEMIC CHALLENGE	1.5	
AMERICAN YOUTH FOUND.	1.5	
ART CLUB	1.5	
AUTO CLUB	1.5	
BUILDERS CLUB	1.5	
CONSERVATION CLUB	1.5	
FRENCH CLUB	1.5	
GERMAN CLUB	1.5	
SPANISH CLUB	1.5	
MATH CLUB	1.0	(1.5)**
S.A.D.D.	1.5	
<u>SCIENCE OLYMPIAD</u>		
Middle School	1.5	
High School	1.5	
<u>SKI CLUB</u>		
Middle School	1.5	
STAGE CREW	1.5	
STAND-MS	1.5	
<u>TECHNOLOGY CLUB</u>		
Middle School	1.5	
High School	1.5	

\*\*Denotes percentage for advisor in position prior to the 2004-2005 school year. R: 06

(Note: \*Technical Assistant provided upon approved budget)

Auditorium Manager: All activities both school and non school and weekday, weekends and holidays will be paid at the following hourly rate:

	<u>2010-2011</u>
1 <sup>st</sup> & 2 <sup>nd</sup> year	\$16.51
3 <sup>rd</sup> & 4 <sup>th</sup> year	\$19.82
5 <sup>th</sup> & Above	\$22.02

The salary for the Auditorium Manager will increase by the same percentage rate as Appendix C.

All rates listed shall be paid to each person employed in any of the above categories. Should any position be voluntarily split, the details of the split shall be made among the persons involved.

The Board will pay only for the number of positions authorized. R:75,77,80,83, 95,97

The pay scale for APPENDIX C positions is predicated on the preceding percentages as they relate to the extra duty base schedule through seven (7) years of experience as indicated.

Placement on the salary schedule shall be related to experience in activity or club areas and not in teaching. R: 89, 95

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**EXTRA DUTY BASE SCHEDULE**

The following base rates shall apply to extra duty positions listed in APPENDIX B, C, and D:

	<u>2009-2010</u>	<u>2010-2011</u>
0 Years Experience	31,701	31,701
1 Year Experience	32,967	32,967
2 Years Experience	34,240	34,240
3 Years Experience	35,507	35,507
4 Years Experience	36,773	36,773
5 Years Experience	38,036	38,036
6 Years Experience	38,530	38,530
7 Years Experience	38,933	38,933

All work for authorized activities shall be assumed to be volunteer in the extra-duty schedules unless a contract is authorized in advance.

R: 95,97,00,01,04,06,09

\*\*\*\*\*

**APPENDIX D: Division Chairperson**

Division chairpersons shall be responsible for K-12 division duties as outlined in the job description for Division Chairperson. This shall include leading K12 curriculum development activities as outlined in Board of Education policy, regulations, and administrative directives. The extra-duty base schedule shall apply up to credit for seven (7) years of experience. Positions may be left vacant at the Board’s discretion. R: 06

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Language Art	5% (K-5)
	5% (6-12)
World Languages	4% (K-12)
Mathematics	5% (K-5)
	5% (6-12)
Sciences	5% (K-5)
	5% (6-12)
Social Studies	5% (K-5)
	5% (6-12)
Technology Education	5% (6-12)
	(No programs currently in place at K-5)
Business & Computer	3% (K-5)
	5% (6-12)
Student Services	4% (K-5)
	4% (6-12)
Fine Arts	3% K-12 Performing Arts
	3% K-12 Visual Arts
Health/Life Mngmt.	3% (K-5)
and PE	3% (6-12)
Miscellaneous	4%

(Note: Currently Team Leaders, Library Media, School Improvement Chairs) R: 04, 06, 07

All Division Chairperson positions shall be posted, as listed above, once a year.

If there is only one qualified applicant for a division that person shall serve as the K-12 chairperson and shall receive the total compensation amount for the content area.

When at least one (1) program area within a division is in the develop and recommend phase, then an additional one (1) percent will be added to the grade level individual who has a program in this phase.

Individuals who serve as co-chairs in the Miscellaneous category will split the percentage listed. R: 04

**Grievance Report Form**  
**Appendix E-1**

Date Cause of Grievant Occurred:

Article/Section/ Policy Violated:

Statement of Grievance:

Relief Sought:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

**Grievance Record Form**  
**Appendix E-2**

Step 1 – Oral Grievance

Date of oral grievance submission:

Date of grievance occurrence:

Article/Section violated:

Relief requested:

Oral grievance submitted to:

Signature of grievant:

Signature of Assn. Rep. (if applicable)

Step 2 – Written Grievance

Date of written grievance submission:

Date of grievance occurrence:

Article/Section violated:

Relief requested:

Written grievance submitted to:

Signature of grievant:

Signature of Assn. Rep:

Step 3 – Meeting to Resolve Written Grievance

Date of meeting:

Participant names:

- Principal or Director:
- Grievant:
- Association Rep.
- Other:

Step 4 – Principal’s Written Disposition of the Written Grievance

Date Principal’s written disposition presented to Assn. Rep:

Assn. Rep to whom disposition was given:

Decision: Satisfactory or Unsatisfactory

Step 5 - Written Grievance to the Superintendent

Date received by Superintendent:

Step 6 – Superintendent Meeting with Assn. Grievance Committee

Date of meeting:

Participant names:

- Superintendent or Designee:
- Assn. Grievance Committee:

Step 7 - Superintendent’s Written Disposition of the Written Grievance



Date Superintendent's written disposition presented to Assn. Grievance Committee Chairperson:

Assn. Rep to whom disposition was given:

Decision: Satisfactory or Unsatisfactory

Step 8 – Written Grievance to the Board of Education

Date received by Board:

Step 9 – Board Hearing

Date of Board Hearing:

Open or Closed session:

Step 10 – Board's Written Disposition of the Written Grievance

Date that Board's written disposition presented to Assn. Grievance Committee Chairperson:

Committee Chairperson to whom disposition was given:

Decision: Satisfactory or Unsatisfactory

Step 11 – Notification of Decision to Grievant:

Date notification of decision was given to grievant:

Please Note:

**Grievance Record Form (See Appendix E-2) to be updated at each Step of the process:**

Distribution of Grievance Record Form to:

- Superintendent's office
- Association
- Principal or Director
- Grievant

**A synopsis of the facts giving rise to the alleged violation will be described on Grievance Report Form (See Appendix E-1) and submitted at Step 1 above.**

## **STANDARDS FOR EFFECTIVE TEACHING Standard I: Classroom Environment**

- \*1a. Conveys enjoyment and enthusiasm for teaching and for students
- \*1b. Creates an environment of respect, fairness, and consistency that fosters positive teacher-to-student Interaction
- \*1c. Establishes appropriate classroom rules and expectations consistent with building and district policies
- 1d. Establishes an effective classroom climate that is sensitive to students' needs
- 1e. Creates and encourages high expectations for all students
- 1f. Demonstrates a commitment to diversity and equity
- 1g. Establishes a trusting environment that promotes creativity and discovery
- 1h. Organizes classroom space to support a safe and orderly environment

### **Standard II: Preparation and Planning**

- \*2a. Shows depth of content knowledge
- \*2b. Demonstrates knowledge of student
- \*2c. Develops lessons in a clear and logical manner
- 2d. Plans for cognitive levels of learning
- 2e. Demonstrates knowledge of resources

### **Standard III: Instruction**

- \*3a. Presents lessons in a clear and logical manner
- \*3b. Maintains high student engagement throughout instructional period
- \*3c. Creates expectations for *all* students to participate and demonstrate understanding
- 3d. Uses instructional methods that promote desired learning and student success
- 3e. Promotes self-directed learning

### **Standard IV: Assessment**

- \*4a. Uses a variety of assessments to evaluate both individual and collective student progress on a continuous basis
- \*4b. Interprets assessments and communicates criteria and standards to students
- 4c. Interprets both formal and informal assessments to modify instructional decisions

4d. Utilizes alternative assessments to differentiate cognitive levels of learning

**Standard V: Communication and Professional Responsibilities**

\*5a. Communicates and develops positive relationships

\*5b. Contributes positively to the school community

\*5c. Maintains accurate and timely instructional and non-instructional records

\*5d. Grows and develops professionally

5e. Shows professionalism

5f. Contributes productively on grade level team, department, or in building initiatives

\* *Core standards – initial focus for non-tenured teachers*