

LAKESHORE PUBLIC SCHOOLS

Stevensville/Baroda, MI

Master Agreement

July 1, 2019 – June 30, 2020

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 June 25, 2019.

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PREFACE

The Lakeshore Public Schools, Berrien County, (the "Board") and the Northern Berrien County Education Association, Michigan Education Association, National Education Association, (the "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 LEA members, except for any matter identified as a prohibited subject of bargaining under Section 15 of the Public Employment Relations Act, MCL 15.215.

ARTICLE I - RECOGNITION

- A. The Board recognizes the Association as the 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 (Members) under written contract with the Lakeshore Public Schools, but excluding substitutes and per diem appointment teachers, in school suspension monitor, summer school, and community education program teachers.
- B. The term substitute and per diem appointment teachers shall refer to certificated teaching personnel (1) employed on a daily or per diem basis for less than 150 school days, or (2) employed in the same assignment for less than three quarters of the school year.
- 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.
- B. 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, provided that it does not conflict with the educational program or the ordinary work schedule of the custodian.
- C. Members 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.
- D. The administration will reserve time after 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 minutes after students leave, to attend scheduled 5-C meetings. The Association will be responsible for keeping the Superintendent and/or his/her representatives informed of all meetings.
- E. 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 regulations regarding the safe and appropriate use of all equipment. At no time shall students or office personnel assist with the preparation of Association materials. The Association shall pay to the Board the cost of all materials used plus \$100 per year.
- F. The Board will furnish to the Association, the names, addresses and telephone numbers of all members of the bargaining unit by October 15 of each year. Employees, by written notice to the Superintendent's Office, may withhold their addresses and telephone numbers from the list.
- G. The District will notify teachers of their right to Association representation as per the Federal Weingarten Act.

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, except those which are clearly and expressly relinquished herein, 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. Direct the work of district personnel, determine start and end of the school day, scheduling of the foregoing, but not in conflict with the specific provisions of this agreement.
 3. 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.
 4. Adopt reasonable rules and regulations.
 5. Determine the qualifications of employees, including physical conditions.
 6. 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.
 7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 9. 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.
 10. Determine the policy affecting the selection, or training of employees, providing that such selection shall be based upon lawful criteria.
 11. 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 further negotiations between the parties only through the approved CMC process.

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.

ARTICLE V - TEACHING HOURS, DUTIES, CLASS LOAD

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

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. All elementary teachers will be available for consultation with students and parents prior to and following the end of the student instructional day unless on assigned duty or dismissed by the building principal (7:55 a.m. until first bell and dismissal bell until 3:45 p.m.). The teacher is responsible for student supervision prior to and after the student instructional day, unless planning time has been scheduled for this time period.
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.
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.
4. Part-Time Teachers – The administration shall provide a teacher who is on a reduced contract with a written schedule specifying start time, end time, and prep time. Teachers on a partial contract will attend all parent-teacher conferences, professional development days, staff meetings and open house/back-to-school nights as referenced in Article V, B.
5. Participation in teacher in-service and workdays at the beginning and end of the school year as well as each record day will be based on the percent of the reduced schedule of the teacher.
6. On evening conference days, Fridays, and the day preceding holidays and District scheduled vacation, teachers may leave their assigned building after the official dismissal time of students. Dismissal time shall be interpreted as the end of the instructional day as reported to the state.
 - a. Elementary teachers regularly assigned by the building administrator to additional end of day duties involving student supervision and safety evening conference days, Fridays, and the day preceding holidays and District scheduled_vacation be provided alternative relief in one of the following forms: early dismissal, delayed arrival, or accumulated release time. The form of relief will be mutually agreed upon by the teacher and administrator, and it must be used within the school year in which it was earned. The use of alternative relief must comply with the same limits/conditions of Personal Days as outlined in Article VI and may not be used until second semester.
7. 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 XII.
8. Teachers in grades K-12 will be given a duty free lunch period of not less than 30 minutes.
9. Elementary teachers shall be provided a total of fifteen 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.
10. Secondary teachers (6-12) will be provided one regular daily preparation period pursuant to the scheduled assignment. Elementary teachers will be provided not less than 210 minutes per week for preparation during the student instructional day. For elementary specialists (art, music, physical education, music and motion, special ed.), preparation periods may be

scheduled when first bell rings and continue until their first class is scheduled. Every effort will be made to schedule preparation periods in at least 30 minute blocks. However, the number of sections may impact scheduling of preparation time. Specialty teachers will not be responsible for student supervision or be assigned additional duties when preparation periods are scheduled. Preparation periods are for planning lessons, correcting papers and other related, classroom connected, educational matters including participation in the IEP process. It is clearly understood that this is preparation time and is to be used as such, unless permission is granted otherwise by the Principal.

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.
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. All specials grades (K-5) will be due/entered by Monday following the end of the quarter for the 1st, 2nd and 3rd quarters. 4th quarter grades must be entered two days prior to the end of the quarter (teacher work day).
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.
 - c. The intent of the administration is to utilize the time for such meetings to the best possible professional advantage.
5. This section does not apply to committee work. Committee work shall be voluntary.-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 may 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. In the event that a teacher is not in attendance for scheduled Parent-teacher Conference time, the missed time will be made up in school at a time mutually agreed upon by the building administrator and teacher. A priority shall be placed on face-to-face meetings with phone conferences and email communications being less desired options. The time may be broken up over a period of more than one day when mutually agreed upon. The teacher is responsible for presenting documentation of the conference time to the building administrator.
6. 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.
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 within the recommended levels below as dictated by the financial condition of the District, the building facilities available, and the availability of qualified teachers.
3. Recommended Class Sizes
 - a. Elementary School
 - i. Young Fives 20 students
 - ii. Grades K-1 24 students
 - iii. Grades 2-3 26 students
 - iv. Grades 4-5 28 students
 - b. Middle School
 - i. Grades 6-8 28 students
 - c. High School
 - i. Grades 9-12 29 students
4. In facilities designed for student laboratory experiences, reasonable efforts shall be made to limit the number of students to the number of available learning stations.
5. To the extent possible, high school and middle school classes of the same course shall be balanced as to student load. In each elementary school, all classes of the same grade level shall be balanced as to student load.
6. To the extent possible, the district will balance included students in classrooms that receive no para or co-teaching support. Included students for the purposes of this clause include:
 - a. Certified/eligible EI, CI, SLD or OHI students who spend one-half or more of their assigned time in a regular classroom
 - b. SLI students who receive resource room services
 - c. EL students who meet the criteria to receive EL support to include levels 1.0 to 3.0 on WIDA/WIDA screener or score low or mid on the KWAPT screener
 - d. Students with a 504 Plan that focusses on academic support that cannot be accommodated in the general education classroom
7. Whenever a teacher's class size is greater than 4 students higher than the recommended class load, or if the class contains 6 or more included students, after the first ten (10) school days of the semester, relief may be sought. This relief may include:
 - a. Assignment of a professional
 - b. Reassignment of student(s) to another class
 - c. Assignment of a teacher's 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
8. 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
 9. 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
 10. 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.
 11. 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.

D. SPECIAL EDUCATION

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 Individualized Educational Program Team (IEP Team).
 - 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.
- 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.

E. MEDICATION AND MEDICALSERVICES

The Lakeshore Board of Education has established Policy 5330 and Policy 5331 Administering Medication to Students in School. The following provisions relate to the administration of medicines and medical services:

- a. Teachers are protected from liability unless gross negligence is demonstrated, and
- b. Teachers who elect not to administer medications, administer injections or perform medical services will do so without fear of repercussions.

ARTICLE VI - 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.

LIMITS/CONDITIONS

1. Only ten (10) consecutive days of absence may be used.
 2. After ten (10) consecutive days of absence a teacher must apply for Catastrophic leave as described below.
 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.
 4. Personal: No more than two (2) leave days per year may be used for this purpose, except as described in Article XIII-S.
 5. Notification:
 - a. General Leave: To AESOP by 6:45 a.m.
 - b. Personal: Application via AESOP at least four (4) days prior to the leave. This condition may be waived by the Superintendent in emergencies.
 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 process.
 7. Not more than 10% of the teachers per building shall be granted personal leave on the same day.
 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.
 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 any 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.
 10. Individuals employed after September, will have leave days prorated for the balance of the school year.
 11. Physician's verification may be requested for all personal illness or family illness leaves.
- 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.

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 XIV when unpaid absence from C-1 or C-2 exceeds twenty (20) school days.

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. Teachers shall present a clearance certificate signed by a physician prior to returning to work.
2. Other leaves of one year or less: The 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 with the Lakeshore Schools district.
 - 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 considered a voluntary resignation.
 - d. Reemployment during the time of the leave shall be at the discretion of the Board.
 - e. A leave of absence will not supersede provisions of this contract, or any law.
 - f. Teachers on leave are not eligible for step advancements during the period of leave.
 - g. Except in cases of emergency, leaves of absence under paragraph C. 2, above, 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.
 - h. Leaves granted under this section may include:
 - (1). Maternity/paternity beginning prior to the birth of the child
 - (2). Child adoption
 - (3). Educational improvement through a program of further study approved by the Superintendent.
 - (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). Uniformed Services leave.
 - (9). Personal illness
 - (10). Family illness
 - (11). Child care immediately following birth or adoption.

3. Family and Medical Leave Act (FMLA) – Employees who have a minimum of 1,250 hours during the previous twelve months are eligible for leave according to the provisions of the Family Medical Leave Act(29 USC § 2601). FMLA leave shall be granted for any reasons defined by the Family Medical Leave Act. All eligible and allowable paid leave may be used concurrent with FMLA leave. Health insurance benefits provided by the Board shall continue during the FMLA leave. The District shall use the “rolling year” method for determining the 12 month period in which the FMLA entitlement occurs. FMLA leave requests do not need to be submitted in writing; however, requests in writing are the preferred method to avoid any misunderstandings.

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.

1. No more than 3 employees will be absent on any one day for professional association activities with the exception of the CMC Team.
2. Individual Association representatives are limited to ten workday absences as a result of association activities.

E. JURY DUTY - Members required to serve on a jury shall receive the difference between the reimbursement by the court and the teacher's normal daily pay. Teachers released from jury duty prior to the end of the normal working day, are required to report back in person to their 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. Members must inform the administration when they receives notice to serve and present evidence of serving and payment received to be eligible to obtain the balance of their daily salary.

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. The Superintendent may consider from granting the leave request for conferences or workshops 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.

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

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

ARTICLE VII - PERSONNEL FILE

- A. Requests to review personnel files will be granted in accordance with the Bullard-Plawecki Employee Right to Know Act. 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.
- B. 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.
- C. Unless otherwise noted, 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.

ARTICLE VIII - 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 ensure that the number of contracted calendar days and state mandated education days/hours are met. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.
 - 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 Superintendent 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.
 - 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 daily rate only for days which they are required to work as part of the regular school year beyond the days listed above.
- D. 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 ensure 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.

ARTICLE IX - SPECIAL TEACHING SITUATIONS

A. STUDENT TEACHERS Supervision of a student 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.

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-
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.
3. 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 scheduled time.
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. 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.

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.
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 XVI by mutual agreement of the school social worker and the immediate supervisor. The school social worker shall be paid his/her daily rate of pay for days worked in addition to contracted calendar days.
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.
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.

D. SPEECH AND LANGUAGE PATHOLOGISTS

Individuals assigned to speech and language pathologist roles may request reimbursement of up to \$250 per year for American Speech-Language Hearing Association (A.S.H.A.) Certificate of Clinical Competence (C.C.C.) fee renewal. Requests must be submitted to the Business Office by June 15 of the current school year.

E. EVALUATION OF NON-TEACHING PROFESSIONAL EMPLOYEES

1. The employer shall be responsible for an annual formal evaluation of each Non-Teaching Professional Staff in the performance of his/her professional duties. The primary purpose of the evaluation shall be to improve the effectiveness of a Non-Teaching Professional Staff member in the performance of his/her duties, to remediate deficient performance, and to provide a basis for making employment decisions which are predicated upon a Non-Teaching Professional Staff member's competency and proficiency.
2. The criteria used for Non-Teaching Professional Staff evaluation shall be mutually agreed to by the Administration and the Association at the beginning of each year unless the criteria is unchanged from the prior year. New Non-Teaching Professional Staff shall be given the criteria in their first ten days of employment in the District.
3. Evaluations shall in part be based on formal observations as required by law or if requested by the Non-Teaching Professional Staff. Where appropriate, the administrator responsible for the evaluation will seek input from building principals where the employee is assigned. The administration may provide a plan of assistance to staff member for the purpose of improving job performance.
4. An evaluation conference will be held on or prior to the end of the school year.
5. A copy of the submitted evaluation shall be provided to the staff member.
6. Non-Teaching Professional Staff shall sign the formal written evaluation which is placed in the personnel file. Such signature shall be understood to indicate the Non-Teaching Professional Staff's awareness of the evaluation but not necessarily agreement with the content. Any Non-Teaching Professional Staff may submit a written statement explaining his/her position if there is a disagreement with the evaluation, and the statement must be included whenever the evaluation is divulged to a third party.

ARTICLE X – 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.
- 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 XI - 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 matter involving teacher evaluation.

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, 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.

- b. The Superintendent may remand the grievance to the Building level if he/she deems it appropriate.

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.

Step 2 – Written Grievances

1. To the Superintendent

- a. If the oral grievance to the Superintendent in Article XI, 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.

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).

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.

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

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.

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.

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.

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.

Step 9 – Board Hearing

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

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.

Step 11 – Notification of Decision to Grievant

The chairman of the Association Grievance Committee shall notify the grievant as to the decision reached.

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.
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.

- g. The Arbitrator shall not hear any grievance regarding a matter which has been identified as a prohibited subject of bargaining under Section 15 of the Michigan Public Employment Relations Act, MCL 423.215.

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 underlying issue of whether or not the matter is subject to 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 oral complaint be resolved between the teacher and administrator, the 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 their rights hereunder shall be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of the 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.
7. 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.
8. Grievance Record Form — See Appendix E-2. The Grievance Record Form will be used to document each step in the grievance process.

ARTICLE XII – PROBATION/SENIORITY

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.

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:
 - 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.
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.
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.

ARTICLE XIII - 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 provision shall begin with the first day of employment in the bargaining unit. ~~N: 80, R: 00~~
- B. Teachers entering the system may be given full credit for up to six (6) years of prior teaching experience (while under provisional or permanent state certification) on the salary schedule as set forth in Appendix A. Additional years of credit for teaching experience may be granted at the discretion of the administration. Prior to giving a new employee credit beyond six (6) years, the district administration will meet with the Association president. When making a decision, the superintendent will take into account current LEA members who have been subject to step freezes. The Superintendent's, or his/her designee's, decision on credit for experience shall be final.
- C. The salary schedule shall consist of the following levels: BA and MA. For the purpose of granting credit for advanced degrees, credit is granted chronologically beginning with the attainment of the degree and teaching certificate.
- D. Pay for advanced degrees (MA and PhD) 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).
- 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.
- F. All teachers shall have their transcripts reviewed to comply with compensation schedules.
- 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.
 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.
- H. Each teacher shall obtain a minimum of six (6) semester hours or 180 SCECHS 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.

- 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
 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.
 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.
- 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.
 2. The board shall maintain a manual of position descriptions for each position included in schedules B and C.
 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 XI.
 4. Proposals for new positions under Appendix B or C shall include a proposed position description.
- L. Where a regular staff member substitutes during his/her preparation period for an absent teacher, he/she shall be paid \$28.50 for each classroom period of instruction. Such assignment shall be voluntary unless an emergency situation exists.
- In the event that an elementary teacher is absent and administration is unable to obtain substitute coverage for their section of students, two other elementary teachers may be asked to absorb the students from that classroom, resulting in compensation for their support. If a teacher is absorbing additional students they shall be paid \$14.25 for each hour of supervision. Teachers who absorb additional students will maintain those responsibilities during their planning time. Such assignments shall be voluntary unless an emergency situation exists.
- 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.
- N. Each teacher shall have the option of electing to be paid either over the school year or under a twelve month pay schedule (the exact number of pays under either schedule for each particular period to be determined by the contract), as set forth herein. 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 no later than July

31 for an upcoming school year.

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.

- 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 a sum equal to \$150.00 times the number of years of service with the Lakeshore Public Schools paid in a lump sum at the time of the final pay for services. This severance allowance shall be paid into a 403(b) and in compliance with IRS regulations.

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. Payment of this amount will be made following the superintendent's acceptance of the resignation and in compliance with the special pay plan.

- 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.

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.

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.

ARTICLE XIV - 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.

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 based upon 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.

Coverage of benefits will be for a full twelve 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 receive with MESSA Choices II or MESSA ABC Plan 1. In addition, the Board will provide an additional \$15,000 of life insurance coverage.

Any member not participating in a health insurance plan (and their spouse does not receive health insurance from Lakeshore Public Schools) shall receive a monthly payment of \$200 cash in lieu of health insurance. Any member who was employed with the District as of 6.30.17 and receiving the payment while having a spouse receiving health insurance from Lakeshore Public Schools will be “grandfathered” and shall continue to receive the payment. This payment shall be adjusted for a member who is less than a 1.00 FTE.

The Board’s contribution toward the cost of insurance (medical, ACA fees, dental, vision, etc.) will be limited to the “hard cap” levels prescribed in the Publicly Funded Health Insurance Contribution Act MCL 15.561-.569, as amended. The District will set the amount of contribution annually (July 1 through June 30 based on the previously released January amounts). Any amount over the “hard cap” will be the member’s responsibility and shall be paid through automatic payroll deduction.

The rates for each of the plans per month for July 1, 2019 - December 31, 2019, unless adjusted by MESSA are below:

			Monthly	Employer	Employee
			<u>Premium</u>	<u>Portion</u>	<u>Portion</u>
Pak A: 0% Coinsurance		Single	679.98	557.10	122.88
RX	ABC Mail	Employee +1	1,494.25	1,165.06	329.19
deductible	1300/2600	Family	1,870.89	1,519.36	351.53

Pak C: Essentials Plan		Single	460.64	460.64	0
RX	SRX Mail	Employee +1	1,022.63	1,165.06	0
deductible	\$375/\$750	Family	1,326.78	1,519.36	0
Pak D: 10% Coinsurance		Single	648.26	557.10	91.16
RX	ABC RX	Employee +1	1,422.89	1,165.06	257.83
deductible	1300/2600	Family	1,782.10	1,519.36	262.74
Pak E: 20% Coinsurance		Single	529.96	529.96	0
RX	Saver RX	Employee +1	1,178.60	1,165.06	13.54
deductible	Choices - 3000/6000	Family	1,520.87	1,519.36	1.51
Pak B		Single	20.83	16.66	4.17
		Employee +1	40.76	32.61	8.15
		Family	85.99	68.79	17.20

The Board's contribution to the MESSA ABC Plan 1 will be \$1050/\$2100 which will be funded monthly. If a deductible must be met due to medical services before Board funding is made, the Board will fund the deductible of that individual member without repercussions from the rest of the membership. The District's share of the H.S.A contributions will be made monthly with the first pay of the month. If a member changes over or elects the H.S.A option, it is understood that the District's share of the H.S.A contribution will be prorated for the amount of time during the calendar year the member is working. For example; a new teacher signs their contract and elects the H.S.A contribution. Since their insurance begins September 1, the District will contribute only the prorated share of the contribution totaling \$700 ($\$2100 \times 4 \text{ months} / 12 \text{ months}$ for full family and employee plus one) or \$350 ($\$1050 \times 4 \text{ months} / 12 \text{ months}$ for single). If a current member has a life changing event that opens up enrollment, the same would apply as the contribution would be prorated based on the amount of calendar months left. In addition, if a member separates service from the District and the District has prepaid the deductible, it is understood that the member owes the District back the prorated share of the prepaid deductible based on months of service during the calendar year. This is deducted from the last check to the member.

All LEA members, regardless if they choose Pak A or Pak B and who are employed at least 50%

will be provided \$15,000 of group term life insurance.

- A. 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.
- B. 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.)
 - A. If electing Choice II, a Health Care Flexible Spending Account (F.S.A.) may include expenses for medical, dental or vision that are not covered by insurance.
 - B. If electing MESA ABC Plan 1, a F.S.A. may include expenses for dental or vision that are not covered by insurance, but not medical.
 - 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.

ARTICLE 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.
 - 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.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with terms and conditions of this 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.

- C. 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.
- D. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such 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.
- E. The Board will be responsible for the production and posting of this Agreement on the District website.
- 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.
- 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).].
- J. Nursing Mothers – In recognition of the well documented health advantages of breastfeeding for infants and mothers, Lakeshore Public Schools will provide a supportive environment to enable breastfeeding mothers to express milk during working hours. LPS will create spaces and common signage to indicate areas being used by nursing mothers for expressing milk and bring awareness of this space to all employees. Employees are responsible for keeping the milk expression areas clean using antimicrobial wipes. As each situation will be unique, employees who wish to express milk during the work day will keep the building principal informed of their needs and work collaboratively with the building principal so appropriate accommodations can be made. Accommodations should include: a locked door from inside, privacy screen, a chair, and a power source. Allotted time for expressing milk will not infringe on language concerning breaks and planning time in the Master Agreement.
- K. Education Level Credit – Upon application and verification (Official Transcripts), an individual member shall be eligible to receive an advance degree, annual, lump sum payment as follows:

Ph.D./Ed.D. = \$1,500.00

ARTICLE XVII - CALENDAR

This is a two-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.

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. 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).

B. Professional Development Days: The district will provide five (5) days of professional development.

2019-2020 Staff Calendar



Revised 7/9/19

August 2019					August				
M	Tu	W	Th	F	20	Middle School Lancer Days 10-4:00			
			1	2	21	Middle School Lancer Days 8-1:00			
5	6	7	8	9	27	AM ALL STAFF MTG./ PM Teacher Workday			
12	13	14	15	16	27	Elementary Meet & Greet 2:30-3:30			
19	20	21	22	23	27	HS Freshmen/ New Student Orientation 6PM (new date)			
26	27	28	29	30	28	Full Day PD			

September 2019					September				
M	Tu	W	Th	F	3	First Day - Half Day All Students - ½ Mtg/Workday			
2	3	4	5	6	4	6th Grade Back to School Night, 6-7:30 PM			
9	10	11	12	13	5	7th/8th Grade Back to School Night, 6-7:30 PM			
16	17	18	19	20	9	High School Back to School Night, 8 PM			
23	24	25	26	27	10	Roosevelt Back to School Night			
30					11	First Late Start Wed. / Hillywd Back to School Night			
					12	Stewart Back to School Night			

October 2019					October				
M	Tu	W	Th	F	2	Student Fall Count Day			
	1	2	3	4	15	MS/HS Parent Conferences			
7	8	9	10	11	17	Half Day All Students - MS/HS PT Conf, ½ Elem PD			
14	15	16	17	18	18	Half Day All Students - ½ MS/HS PD, ½ Elem Comp			
21	22	23	24	25					
28	29	30	31						

November 2019					November				
M	Tu	W	Th	F	1	Half Day - End 1st Qtr- ½ MS/HS PD, ½ Elem Virtual			
				1	3	Daylight Saving Time Ends- Fall back			
4	5	6	7	8	12	Elementary Parent Conferences Evening			
11	12	13	14	15	14	Elem. Half Day Only - Elem PT Conf, Full day MS/HS			
18	19	20	21	22	27, 28, 29	No School/Staff - Thanksgiving			
25	26	27	28	29					

December 2019					December				
M	Tu	W	Th	F	23	Jan 3 - No School/Staff - Winter Break			
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31								

January 2020					January				
M	Tu	W	Th	F	1 - 3	No School/Staff - Winter Break			
		1	2	3	20	No School/Staff - Martin Luther King, Jr. Day			
6	7	8	9	10	23	Half Day All Students - ½ MS/HS Virtual, ½ Elem PD			
13	14	15	16	17	24	Half Day All Students - Semester End - ½ Virtual Records			
20	21	22	23	24					
27	28	29	30	31					

February 2020					February				
M	Tu	W	Th	F	4	Elementary Parent Conferences Evening			
3	4	5	6	7	6	Half Day All Students - Elem PTC, ½ MS/HS PD			
10	11	12	13	14	12	Student Spring Count Day			
17	18	19	20	21	14	Half Day All Students - ½ Comp			
24	25	26	27	28	17	No School/Staff - Presidents' Day			

March 2020					March				
M	Tu	W	Th	F	2	Elem Only Half Day - ½ Elem PD, Full day MS/HS			
2	3	4	5	6	8	Daylight Saving Time Begins- Spring Forward			
9	10	11	12	13	20	Half Day All Students - ½ Comp			
16	17	18	19	20					
23	24	25	26	27					
30	31								

April 2020					April				
M	Tu	W	Th	F	2	Half Day All Students - 3rd Quarter End - ½ Virtual			
		1	2	3	3 - 10	No School/Staff - Spring Break			
6	7	8	9	10	14	MS/HS Only Half Day - Jr Testing- ½ MS/HS PD, Full Elem			
13	14	15	16	17					
20	21	22	23	24					
27	28	29	30						

May 2020					May				
M	Tu	W	Th	F	8	Half Day All Students - ½ Elem Comp, ½ MS/HS PD			
				1	25	No School/Staff - Memorial Day			
4	5	6	7	8	31	Graduation Ceremony, 3:00 PM			
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29					

June 2020					June				
M	Tu	W	Th	F	3	Last Late Start Wednesday			
1	2	3	4	5	9	Half Day All Students - ½ Records Day			
8	9	10	11	12	10	Half Day All Students - Last Day of School - ½ Records			
15	16	17	18	19					
22	23	24	25	26					
29	30								

ARTICLE XVIII - MENTOR TEACHERS

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.

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.

Because 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.


A mentor handbook shall be made available to both the mentor and mentee at the beginning of the school year or as soon as possible after the assignment of a mentor. The handbook shall provide for mentor/mentee activities.

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.

ARTICLE XIX – DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2019 and continue through June 30, 2020. 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 LAKESHORE BOARD OF EDUCATION and the NORTHERN BERRIEN COUNTY EDUCATION ASSOCIATION/MEA/NEA and in witness of, the Parties hereto have executed this AGREEMENT.

LAKESHORE BOARD OF EDUCATON:


 Jason Beckrow Date 8/12/19
 President, Lakeshore School Board


 Philip Freeman Date 6/30/19
 Superintendent

LAKESHORE EDUCATION ASSOCIATION/NBCEA:


 Sean Schroeder Date 6/30/19
 President, LEA/NBCEA


 Christy Erickson Date 6/30/19
 Vice President LEA/NBCEA

APPENDIX A – Factors in Determining Compensation

Section 1250 of the Revised School Code mandates that school districts implement and maintain a teacher compensation system that includes job performance and accomplishments as a “significant factor” in the determination of wages and raises.

1. **STEP INCREASES:** When funds are available to support increases in compensation the following factors will be used to determine the level of compensation for individual employees for the subsequent school year when step increases are part of the negotiated agreement.
 - a. Staff members who receive an effective or highly effective rating are eligible for step increases when a part of the negotiated agreement.
 - b. Staff members who are rated minimally effective or ineffective are not eligible for step increases for the subsequent year.
 - c. If an employee is on the highly effective multi-year cycle, he/she will be treated as though they are highly effective for the purpose of a step increase.

2. **NON-STEP COMPENSATION:** When funds are available to support increases in compensation the following factors will be used to determine the level of compensation for individual employees for the subsequent school year when non-step or off-schedule stipends are negotiated.
 - a. Staff members who receive an effective or highly effective rating are eligible for off-schedule stipends when part of the negotiated agreement.
 - b. Staff members who are rated minimally effective or ineffective are not eligible off-schedule stipends for the coming year.
 - c. If an employee is on the highly effective multi-year cycle, he/she will be treated as though they are highly effective for the purpose of an off-schedule stipend.

3. **MERIT PAY:** The District will develop a line item in the budget for Merit Pay for LEA members. The money will be distributed annually as an off-schedule stipend on the last pay in June based on the following formula. The total payout will be shared equally among staff members meeting the criteria.
 - a. **Evaluation:** To be eligible for merit pay, a staff member must be rated effective or highly effective on the current year’s evaluation with no areas of the evaluation rated as ineffective. If an employee is on the highly effective multi-year cycle, he/she will be treated as though they are highly effective for the purpose of a step increase or individual stipend.

 - b. **Attendance:** Absences counted for the purpose of determining merit compensation include general leave days, personal days, per diem days, and other unpaid leave days but excludes Family and Medical Leave Act days.
 - i. 0-3 days = 1.0 factor (1.0 x share of merit pay pool)
 - ii. 4-5 days = 0.5 factor (0.5 x share of merit pay pool)
 - iii. 6+ days = 0.0 factor (not qualified for merit pay)

 - c. **Relevant Special Training:** Staff member has participated in all required district/MDE professional development in the current year.

 - d. **Employment Status:** Staff member must be employed as of June 1, 2020.

Schedule A – 2019-2020 Salary Schedule (Professional Contract)

STEP	BA	MA
	Salary	Salary
0	\$ 39,300	\$ 44,600
1	\$ 40,600	\$ 46,200
2	\$ 41,900	\$ 47,800
3	\$ 43,200	\$ 49,400
4	\$ 44,500	\$ 51,000
5	\$ 45,800	\$ 52,600
6	\$ 47,100	\$ 54,200
7	\$ 48,400	\$ 55,800
8	\$ 49,700	\$ 57,400
9	\$ 51,000	\$ 59,000
10	\$ 52,300	\$ 60,600
11	\$ 53,600	\$ 62,200
12	\$ 54,900	\$ 63,800
13	\$ 56,200	\$ 65,400
14	\$ 57,500	\$ 67,000
15	\$ 58,800	\$ 68,600
16	\$ 60,100	\$ 70,200
17	\$ 61,400	\$ 71,800
18	\$ 62,700	\$ 73,400
19	\$ 64,000	\$ 75,000
20	\$ 65,300	\$ 76,600
21	\$ 66,600	\$ 78,200

NOTES:

- NOTES: For the 2019-20 school year, Step 0 from 2018-19 is eliminated.
- An additional step will be added to the top of the salary schedule.
- The steps will be equalized to \$1300 increments for BA and \$1600 increments for MA.
- Members will move laterally to the same step level they were on in 2018-19.

APPENDIX B

Beginning in the 2019-20 school year, middle school coaches will be compensated based on a four-step schedule.

Middle School Coaching

	<u>Head Coach</u>	<u>Assistant Coach</u>
Step 0	\$1750	\$1250
Step 1	\$2000	\$1500
Step 2	\$2250	\$1750
Step 3	\$2500	\$2000

Coaches will be placed on steps commensurate with their number of years coaching within that sport for Lakeshore Public Schools.

Middle School Coaching Positions

BASKETBALL

- 7th Grade Men
- 7th Grade Women
- 8th Grade Men
- 8th Grade Women

CHEERLEADING

- 7th & 8th Grade

CROSS COUNTRY

- Middle School

FOOTBALL

- 7th Grade Assistant
- 7th Grade Head
- 8th Grade Assistant
- 8th Grade Head

TRACK

- 7th Grade Men
- 8th Grade Men
- 7th Grade Women
- 8th Grade Women

VOLLEYBALL

- 7th Grade Women
- 8th Grade Women

WRESTLING

- Head Coach
- Assistant Coach

High School Athletic Activities (% of extra duty base schedule; base salary through seven (7) years.)

<u>BASEBALL</u>	<u>%</u>
Junior Varsity	8
Assistant Varsity	10
Head Varsity	14

BASKETBALL

Freshman Men	12
Freshman Women	12
Junior Varsity Men	12
Junior Varsity Women	12
Head Varsity Men	21
Head Varsity Women	21

CHEERLEADING

Varsity	5
Competitive	11

CROSS COUNTRY

Head Varsity Men	10	(12)*
Head Varsity Women	10	(12)*

FOOTBALL

	<u>%</u>
Freshman Assistant	9
Head Freshman	10
Assistant Junior Varsity	10
Head Junior Varsity	12
Assistant Varsity	13
Head Varsity	23

GOLF

Head Varsity	9
--------------	---

POM PON

Advisor	8
---------	---

SOCCER

Junior Varsity Men	10
Junior Varsity Women	10
Head Varsity Men	14
Head Varsity Women	14

SOFTBALL

Junior Varsity	8
Assistant Varsity	10
Varsity	14

TENNIS

Assistant Varsity Men	7
Assistant Varsity Women	7
Head Varsity Men	12
Head Varsity Women	12

TRACK

Assistant Varsity Men	10
Assistant Varsity Women	10
Head Varsity Men	14
Head Varsity Women	14

VOLLEYBALL

Freshman	10
Junior Varsity	12
Head Varsity	18

WRESTLING

Assistant Varsity	12
Head Varsity	18

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.

APPENDIX C

Activities (% of extra duty base schedule through seven (7) years of experience): All positions are appointed annually.

<u>CLASS ADVISORS</u>		<u>%</u>
Freshman (1)		3
Sophomore (1)		3
Junior (2)		5
Senior (2)		5
<u>STUDENT COUNCIL</u>		
Elementary		1.5
Middle School per grade		1.5
High School		5
<u>PRODUCTIONS</u>		
High School Head Drama		5 each production*
High School Head Musical		8 each production*
High School Asst. Musical		5 each production*
<u>FORENSICS</u>		
High School Head		5
High School Assistant		3
Individual Events		5
<u>VARIETY SHOW</u>		
Elementary		2 each production*
Middle School		2 each production*
High School		5*
<u>BAND</u>		
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%)
<u>CHOIR</u>		
Middle School		6
High School		8
<u>DANCE</u>		
High School		8
KEY CLUB		5
NATL. HONOR SOCIETY		2.5
<u>YEARBOOK</u>		
Middle School		4

High School	8	
<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	
ART CLUB	1.5	
ELECTRIC CAR CLUB	1.5	
INTERNATIONAL 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	
SPELLING CLUB	1.0*	(*1.5% If students advance to Washington D.C.)
STAND-MS	1.5	
<u>TECHNOLOGY CLUB</u>		
Middle School	1.5	
<u>ROBOTICS</u>		
High School	7.0	

**Denotes percentage for advisor in position prior to the 2004-2005 school year. ~~R: 06, 13, 15~~

(Note: *Technical Assistant provided upon approved budget)

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

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~~

EXTRA DUTY BASE SCHEDULE

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

<u>STEP</u>	<u>2019-2020</u>
0	\$33,000
1	\$34,150
2	\$35,300
3	\$36,450
4	\$37,600
5	\$38,750
6	\$39,900
7	\$41,050

All work for authorized activities shall be assumed to be volunteer in the extra-duty schedules unless a contract is authorized in advance. For the 2019-2020 school year, steps will be granted.

APPENDIX D: Content Area Team Leaders

Content Area Team Leaders shall be responsible for K-12 duties and expectations as outlined by the Assistant Superintendent of Instruction and Human Resources. This shall include leading K-12 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.

Language Art	3% (K-2)
	3% (3-5)
	3% (6-8)
	3% (9-12)
Mathematics	3% (K-2)
	3% (3-5)
	3% (6-8)
	3% (9-12)
Sciences	3% (K-5)
	3% (6-8)
	3% (9-12)

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 Grievance Submission _____

Date of Grievance Occurrence _____

Article/Section Violated _____

Relief Requested:

Oral Grievance Submitted to: (Name of Person) _____

Signature of Person _____

Date _____

Signature of Grievant _____

Signature of Association Representative (If Applicable) _____

Step 2-Written Grievance

Date of Written Grievance Submission _____

Date of Grievance Occurrence _____

Article/Section Violated _____

Relief Requested:

Written Grievance Submitted to: (Name of Person) _____

Signature of Person _____

Date _____

Signature of Grievant _____

Signature of Association Representative _____

Step 3-Meeting to Resolve Written Grievance

Date of Meeting _____

Meeting Participants:

Name

Title

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Summary of Meeting:

Step 4-Principal's Written Disposition of the Written Grievance

Principal's written disposition presented to Association Representative:

Date _____

Signature of Principal _____

Signature of Association Representative _____

Satisfactory or Unsatisfactory (Please Circle)

Step 5-Written Grievance to the Superintendent

Date received by the Superintendent _____

Signature of the Representative that Delivers Grievance _____

Signature of the Supt. or Supt. Designee _____

Step 6-Superintendent Meeting with Association Grievance Committee

Date of Meeting _____

Meeting Participants:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Summary of Meeting:

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

Superintendent's written disposition presented to Association Representative:

Date _____

Signature of Superintendent _____

Signature of Association Representative _____

Satisfactory or Unsatisfactory (Please Circle)

Step 8-Written Grievance to the Board of Education

Date _____

Signature of Board Member _____

Step 9-Board Hearing

Date of Hearing _____

Open or Closed Session _____

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

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

Committee Chairperson to whom disposition was given: _____

Chairperson Signature _____

Decision: Satisfactory or Unsatisfactory

Step 11- Notification of Decision to Grievant

Date notification of decision was given to grievant: _____



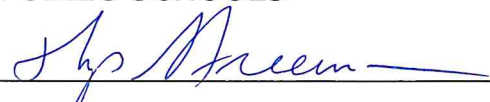
LETTER OF AGREEMENT

Middle School Coaching Stipend


It is hereby agreed by and between the Board of Education of the Lakeshore Public Schools ("Board") and the Lakeshore Education Association ("Association") as follows:

1. To amend APPENDIX B – to provide for an additional dollar amount to be added to the coaching stipend equaling \$100 per District-scheduled Saturday competition in each Middle School sport to be effective immediately. (Full language attached).

BOARD OF EDUCATION OF THE
LAKE SHORE PUBLIC SCHOOLS

By: 
Title: Superintendent
Date: 9/5/19

LAKE SHORE EDUCATION ASSOCIATION

By: 
Title: President
Date: 9/5/19

APPENDIX B

Beginning in the 2019-20 school year, middle school coaches will be compensated based on a four-step schedule.

Middle School Coaching

	<u>Head Coach</u>	<u>Assistant Coach</u>
Step 0	\$1750	\$1250
Step 1	\$2000	\$1500
Step 2	\$2250	\$1750
Step 3	\$2500	\$2000

Coaches will be placed on steps commensurate with their number of years coaching within that sport for Lakeshore Public Schools.

An additional dollar amount will be added to the coaching stipend equaling \$100 per District-scheduled Saturday competition in each Middle School sport.

Middle School Coaching Positions

BASKETBALL

7th Grade Men_

7th Grade Women

8th Grade Men

8th Grade Women_

CHEERLEADING

7th & 8th Grade

CROSS COUNTRY

Middle School

FOOTBALL

7th Grade Assistant

7th Grade Head

8th Grade Assistant

8th Grade Head

TRACK

7th Grade Men

8th Grade Men

7th Grade Women

8th Grade Women

VOLLEYBALL

7th Grade Women

8th Grade Women

WRESTLING

Head Coach

Assistant Coach



LETTER OF AGREEMENT

Merit Pay

It is hereby agreed by and between the Board of Education of the Lakeshore Public Schools ("Board") and the Lakeshore Education Association ("Association") as follows:

1. To amend APPENDIX A – Factors in Determining Compensation – to exclude personal days earned through extra duty assignments (Article V.A.6.a), and bonus personal days as described in Article XIII.S when calculating absences counted for the purpose of determining merit compensation. (Full language attached)

BOARD OF EDUCATION OF THE
LAKE SHORE PUBLIC SCHOOLS

By: Shyq Mueem

Title: Superintendent

Date: 9/5/19

LAKE SHORE EDUCATION ASSOCIATION

By: [Signature]

Title: President

Date: 9/5/19

APPENDIX A – Factors in Determining Compensation

Section 1250 of the Revised School Code mandates that school districts implement and maintain a teacher compensation system that includes job performance and accomplishments as a “significant factor” in the determination of wages and raises.

1. **STEP INCREASES:** When funds are available to support increases in compensation the following factors will be used to determine the level of compensation for individual employees for the subsequent school year when step increases are part of the negotiated agreement.
 - a. Staff members who receive an effective or highly effective rating are eligible for step increases when a part of the negotiated agreement.
 - b. Staff members who are rated minimally effective or ineffective are not eligible for step increases for the subsequent year.
 - c. If an employee is on the highly effective multi-year cycle, he/she will be treated as though they are highly effective for the purpose of a step increase.

2. **NON-STEP COMPENSATION:** When funds are available to support increases in compensation the following factors will be used to determine the level of compensation for individual employees for the subsequent school year when non-step or off-schedule stipends are negotiated.
 - a. Staff members who receive an effective or highly effective rating are eligible for off-schedule stipends when part of the negotiated agreement.
 - b. Staff members who are rated minimally effective or ineffective are not eligible off-schedule stipends for the coming year.
 - c. If an employee is on the highly effective multi-year cycle, he/she will be treated as though they are highly effective for the purpose of an off-schedule stipend.

3. **MERIT PAY:** The District will develop a line item in the budget for Merit Pay for LEA members. The money will be distributed annually as an off-schedule stipend on the last pay in June based on the following formula. The total payout will be shared equally among staff members meeting the criteria.
 - a. **Evaluation:** To be eligible for merit pay, a staff member must be rated effective or highly effective on the current year’s evaluation with no areas of the evaluation rated as ineffective. If an employee is on the highly effective multi-year cycle, he/she will be treated as though they are highly effective for the purpose of a step increase or individual stipend.

 - b. **Attendance:** Absences counted for the purpose of determining merit compensation include general leave days, personal days, per diem days, and other unpaid leave days but excludes Family and Medical Leave Act days, personal days earned through extra duty assignments (Article V.A.6.a), and bonus personal days as described in Article XIII.S.
 - i. 0-3 days = 1.0 factor (1.0 x share of merit pay pool)
 - ii. 4-5 days = 0.5 factor (0.5 x share of merit pay pool)
 - iii. 6+ days = 0.0 factor (not qualified for merit pay)

 - c. **Relevant Special Training:** Staff member has participated in all required district/MDE professional development in the current year.

 - d. **Employment Status:** Staff member must be employed as of June 1, 2020.