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Lakeshore Public Schools

Stevensville/Baroda, Michigan

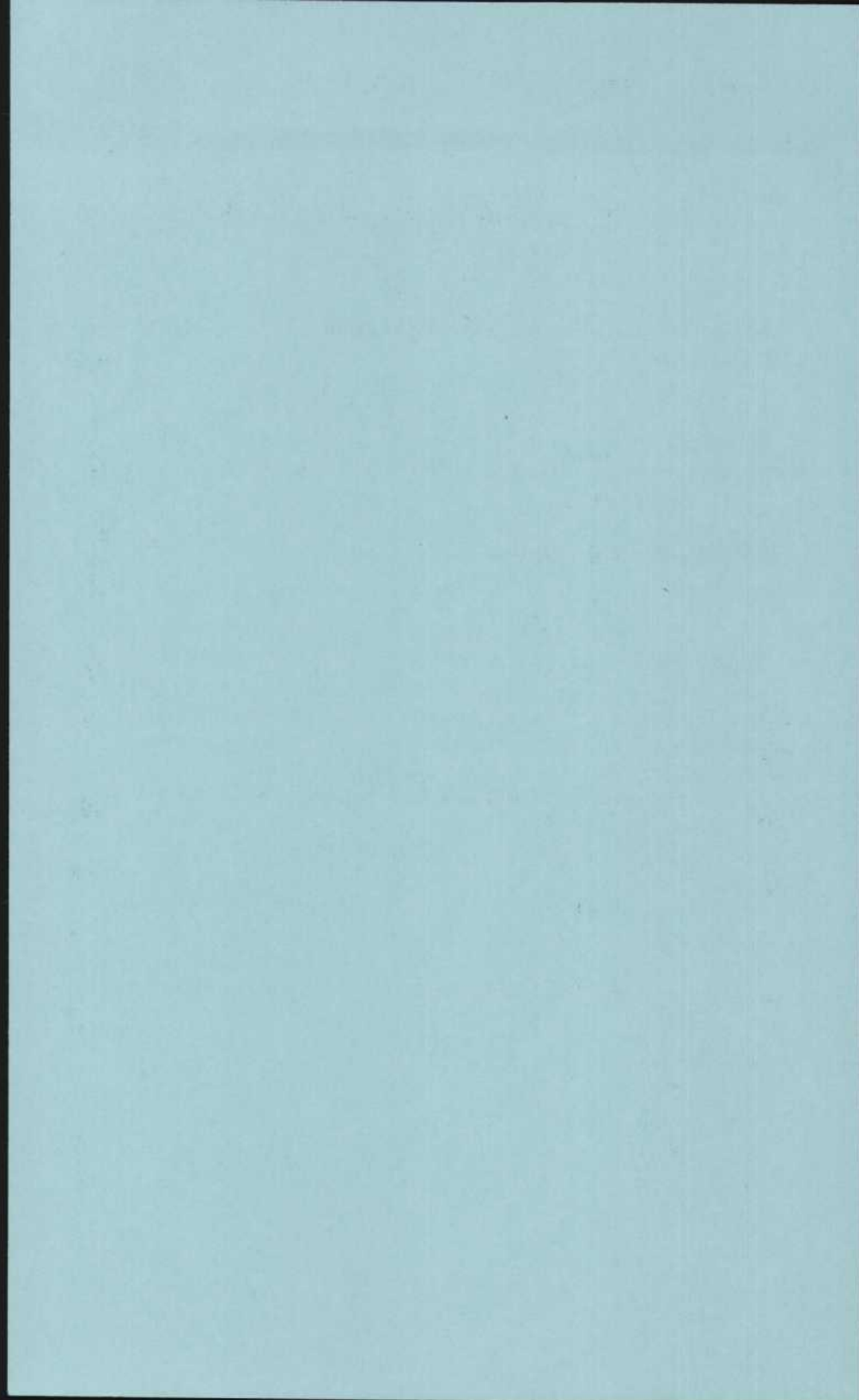
Master Agreement (1994 - 1997)

Revised August 22, 1995

Lakeshore Public Schools



LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



Lakeshore Public Schools

Stevensville/Baroda, Michigan

Master Agreement (1994 - 1997)

Revisions June 17, 1996



LAKESHORE
PUBLIC SCHOOLS



lea

1996-97

YRS/EXP*			BA	BA+18	MA	MA+15	Ed.S
a	b	c					
		0	27,840	28,500	30,406		
		1	28,854	29,515	31,727		
		2	29,879	30,533	33,049		
		3	30,819	31,552	34,370		
	5	4	32,378	33,148	36,047		
8	6	5	33,635	34,439	37,381		
9	7	6	34,887	35,718	38,718		
10	8	7	36,145	37,006	40,053		
11	9	8	37,793	38,690	41,822	42,454	43,724
12	10	9		40,052	43,235	44,097	45,204
13	11	10		40,699	44,584	45,256	46,616
14	12	11		41,346	45,262	45,942	47,320
15	13	12		42,002	45,936	46,629	48,027
16	14	13			46,615	47,310	48,730

*Column "a" applies to teachers who began employment in the bargaining unit prior to the beginning of the 1987-88 school year.

*Column "b" applies to teachers who began employment in the bargaining unit during the 1987-88 or 1988-89 school years.

*Column "c" applies to teachers who began employment in the bargaining unit during or after the 1989-90 school year.

SCHOOL SOCIAL WORKER SALARY SCHEDULE

YRS/EXP	(MSW)	
	PROBATIONARY	NON-PROBATIONARY
0	33,049	
1	34,370	
2	35,694	
3	37,014	
4	38,718	
5	40,053	
6	41,388	42,454
7	42,724	44,097
8	44,519	45,256
9	45,262	45,942
10	45,936	46,629
11	46,615	47,310

TABLE OF CONTENTS

PREFACE	1
ARTICLE I - RECOGNITION	1
ARTICLE II - ASSOCIATION AND TEACHER RIGHTS	2
ARTICLE III - RIGHTS OF THE BOARD	4
ARTICLE IV - PAYROLL DEDUCTIONS	5
ARTICLE V - TEACHING HOURS, DUTIES, CLASS LOAD	7
ARTICLE VI - TEACHING ASSIGNMENTS, TRANSFERS, VACANCIES AND PROMOTIONS	12
ARTICLE VII - LEAVES OF ABSENCE	13
ARTICLE VIII - TEACHER EVALUATION	18
ARTICLE IX - CONTINUITY OF OPERATIONS	20
ARTICLE X - SPECIAL TEACHING SITUATIONS	21
ARTICLE XI - STUDENT DISCIPLINE AND TEACHER PROTECTION	23
ARTICLE XII - GRIEVANCE PROCEDURE	23
ARTICLE XIII - REDUCTION AND RECALL	28
ARTICLE XIV - COMPENSATION	31
ARTICLE XV - INSURANCE PROGRAM	35
ARTICLE XVI - MISCELLANEOUS PROVISIONS	38
ARTICLE XVII - CALENDAR	40-42
ARTICLE XVIII - INTER DISTRICT INTERACTIVE TELECOMMUNICATION INSTRUCTION	43
ARTICLE XIX - MENTOR TEACHERS	44
ARTICLE XX - DURATION OF AGREEMENT	44
APPENDIX A: SALARY SCHEDULE	45
APPENDIX B: ATHLETIC ACTIVITIES	48
APPENDIX C: ACTIVITIES AND CLUBS	50
APPENDIX D: DIVISION CHAIRPERSON	52
APPENDIX E: TEACHER EVALUATION FORM	54-57
APPENDIX F: GRIEVANCE	58-59

ACKNOWLEDGEMENTS

This AGREEMENT resulted from collaborative bargaining with representatives of the Lakeshore Board of Education and the Lakeshore Education Association. Bargaining on the entire agreement began on October 16, 1993. An agreement was reached on June 27, 1994.

The 1994 Association team included Lizbeth Darato, Charles Salvano, Marlene Davino, Chylon Poluhanycz, and Thomas McKenzie.

The 1994 Board of Education team consisted of Gary R. Campbell, Superintendent, Linda Holt, Board President, William Stoner and Marc Del Mariani, Board Members, and Administrators Donald Frank and William Scaletta.

The agreement is an extension, in large part, of the existing agreement. Items that are "new" or "revised" are indicated with the notation N:_____ or R:_____.

The Contract Management Committee (CMC) as established by this contract met during the 1994-95 school year. The CMC made revisions to several articles and the salary schedule for the remaining years of this contract. These revisions with changes were ratified on August 22, 1995.

The members of the CMC representing the teachers were: Lizbeth Darato, Marlene Davino, Diana Davis, Connie Hanna, Don Lange, Thomas McKenzie and Chylon Poluhanycz.

Representing the Board of Education were: Gary Campbell, Superintendent; Marc Del Mariani, Board President; Tim Fenderbosch and Bob Kenagy, Board Members; and Don Frank and Bill Scaletta, Administrators.

PREFACE

This agreement is entered into this 17th day of August by and between the Lakeshore Public Schools, Berrien County, hereinafter called the Board, and the Northern Berrien County Education Association, Michigan Education Association, National Education Association, hereinafter called the Association.

The Board and the Association operating under the provisions of Act 379, Public Acts of 1965, have executed this agreement covering the wages, hours, and terms and conditions of employment of teachers. R: 75, 77, 80, 83, 86, 89, 92, 93

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as exclusive bargaining representative for the ISS monitor, certificated school social worker and all full-time and regularly employed part-time certificated classroom teachers including guidance counselors, librarians, driver education teachers, and speech therapists under written contract with the Lakeshore Public Schools, but excluding therefrom substitutes and per diem appointment teachers, summer school and community education program teachers, school nurse, administrators such as the Superintendent, Assistant Superintendent, Business Manager, Principals, Director of Special Programs, Athletic Director and all others. (As per MERC certification of June 2, 1980). R: 86, 89, 94
1. The term "teacher" when used herein shall refer to all employees of the Lakeshore Public Schools represented by the Association in the bargaining unit as above defined, except the ISS monitor.
R: 89
 2. The term "monitor" shall refer to the in school suspension monitor. References to the monitor apply only to employees with Michigan teacher certification who are employed in the in school suspension classroom program and are under written contract, on a regular basis. The term "monitor" shall not apply to persons hired as substitute teachers, aides, or other non bargaining unit personnel.
N: 89
 3. The term "Board" shall refer to the Board of Education of the Lakeshore Public Schools or its authorized agents. R: 77, 80
- B. The term substitute and per diem appointment teachers as used above shall refer to certificated teaching personnel employed on a daily or per diem basis for less than sixty (60) consecutive school days to replace a

regularly employed teacher (Michigan School Code 380.1236). In the event a teacher is hired to replace a teacher on a leave of absence for more than sixty (60) consecutive school days, the replacement teacher shall receive a prorated contract and shall be a member of this bargaining unit. All per diem appointment teachers shall not lose their consecutive days due to personal illness, family illness, funeral leave or other excused absences. R: 77, 80, 89

- C. The Board agrees not to negotiate with any teacher labor organization other than the Association for the duration of this agreement.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

- A. The Board agrees to furnish to the Association, upon written request, specific information concerning the financial resources of the district and other public information. Said request(s) shall be specific in nature and directed to the Superintendent and/or Assistant Superintendent. The original document(s) shall be examined in the Board office in the presence of the Superintendent and/or the Assistant Superintendent. R: 75, 77, 80
- B. The Board may consult with the Association on any new or modified fiscal budgetary, or tax program, construction programs or major provisions of educational policy, which are proposed or under consideration and the Association may be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. Said Association's advice will not be binding upon the Board.
- C. No teacher shall be disciplined, demoted, dismissed, suspended with or without pay, or reprimanded without just cause. Just cause will include, but not be limited to, inefficiency or incompetence, insubordination against the rules of the board, moral misconduct, or disability, mental or physical, as shown by competent medical evidence as derived by the Board at the expense of the Board, excessive tardiness or absenteeism, violations of the terms of this contract, leaving children unsupervised when assigned to a specific teacher in the course of daily routine and failure to follow administrative direction and control. It is expressly understood that failure to renew a probationary teacher's contract shall not constitute discipline, demotion, dismissal, suspension, with or without pay, or reprimand.
- D. The Association shall have the use of the mailboxes in each building for the purpose of distributing Association material. The use of the mailboxes shall in no way be conducted by Association members

during the school day when it would interfere with their regular assigned duty or hours. Office employees shall not be used for this purpose. The Association shall also have the use of interschool mail, building to building, provided that such use does not conflict with U.S. postal regulations, and provided it does not interfere with the assigned duties of teachers. In the event of conflict with U.S. postal regulations, the Association shall hold the school district and the Board of Education harmless and indemnify against any and all legal fees, costs, and judgments. The Board of Education or their representatives bear no responsibility for the actual delivery, or timing of delivery, or the sorting of the delivery. The Association shall have the right to a bulletin board in the teachers' lounge in each building. The Association shall have a right to use a room for Association meetings with the prior consent of the Building Principal and provided that it does not conflict with the educational program or the ordinary work schedule of the custodian. R:80, 86, 89

- E. Teachers shall not meet with representatives of the MEA or other Association officials who are not employed by the Lakeshore Public Schools, during the working day. All Association business shall be conducted outside of the working day. R: 80
- F. The administration will reserve time after school working hours on Mondays for meetings of the Association. The administration may utilize this time if the Association is not utilizing it. Teachers will be allowed to leave their assigned work areas five (5) minutes after students leave, to attend scheduled NBCEA meetings. The Association will be responsible for keeping the Superintendent and/or his representatives informed of all meetings. R: 94
- G. The Association may use school office equipment (i.e. typewriters, computers, duplication equipment), if available, for Association business. Such use must be approved in advance by the building administrator or Superintendent. The Association shall comply with all laws, board policy and administrative regulation regarding the safe and appropriate use of all equipment. At no time shall students or office personnel be used in the preparation of Association materials. The Association shall pay to the Board the cost of all materials used plus \$100 per year. N: 86, 89
- H. The Board will furnish to the Association and every teacher, the names, addresses and telephone numbers of all members of the bargaining unit by October 15. Employees, by written notice to the Superintendent's Office, may withhold their addresses and telephone numbers from the list.

- I. A principal shall request the presence of an Association representative when disciplining or reprimanding a teacher, unless the teacher objects in writing to the presence of the Association representative. At that time, all information forming the basis for disciplinary action will be made available to the teacher and/or his/her representative.
1. If a teacher is called by the Superintendent for a reprimand or discipline, a one (1) day notification will be given.
 2. Said conference shall not be held during the normal hours of instruction unless approved by the building principal or immediate supervisor. R: 89
- J. All rights granted in this article shall apply to Lakeshore school employees only.

ARTICLE III - RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, and the operations, and to direct the working force and affairs of the employer.
 2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this agreement, and the right to establish, modify or change any work or business hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization provided that the employer shall not abridge any right from employees as specifically provided for in this agreement.
11. Determine the policy affecting the selection, or training of employees, providing that such selection shall be based upon lawful criteria.
12. Obtain special education services, including but not limited to, social worker services from another local or intermediate school district.

- B. The matters contained in this agreement and/or the exercise of any such rights of the employer are not subject to further negotiations between the parties during the term of this agreement.

ARTICLE IV - PAYROLL DEDUCTIONS

- A. Teachers, prior to September 15, may submit to the business Office a signed, payroll deduction authorization for Berrien Teachers Credit Union or any annuity type program authorized by the Board. Additional annuity companies will be approved by the Board whenever ten (10) employees sign up and authorize said program. R: 80
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association in an amount equivalent to the dues uniformly required to be paid by members of the Lakeshore Education Association, Northern Berrien County Education Association, Michigan Education Association and National Education Association (including local, state and national dues); provided, however, that the teacher may authorize payroll deduction for such fee

in the same manner as provided in section C of this article. In the event that a teacher shall not pay such a fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that failure of any teacher to comply with provisions of this article is just cause for discharge from employment. The Association in all cases of discharge for violation of this article shall notify the teacher of noncompliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. If the teacher in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Board limited to the question of whether he/she has failed to pay the service fee. R: 86

1. In the event of any legal action against the board brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels. N: 86
2. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this article, but does not include any liability for unemployment compensation paid under the Michigan Employment Security Act. N: 86
3. Bargaining unit members hired prior to July 1, 1987, who were not members of the Association on August 31, 1987 shall be excluded from the requirement to pay a service fee. All teachers hired after July 1, 1987 must be in compliance with this section. N: 86
4. Any teacher who has ideological or religious objections to joining a union may pay a like sum to the Lakeshore Student Scholarship Fund in lieu of joining the NBCEA and its affiliated organizations.

This fund shall be administered by a committee composed of the Association (LEA) President, the Association (LEA) Treasurer and one (1) Board of Education Representative. The funds for such account shall be deposited in a separate account in the Berrien Teachers Credit Union. Recipients shall be students of the Lakeshore School District. N: 86

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

ARTICLE V - TEACHING HOURS, DUTIES, CLASS LOAD

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

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

- 1. The work day in the elementary buildings will begin at 8:00 A.M. and will extend until 3:40 P.M. The teacher is responsible for student supervision prior to class time. R: 94
- 2. The work day in the junior and senior high buildings will begin at 7:30 A.M. and will extend until 3:10 P.M. The teacher is responsible for student supervision prior to class time. R: 94
- 3. Teachers may be assigned any other work day which is of equivalent length to #1 or #2 above as demanded by specific working assignments. These teachers are responsible for student supervision prior to class time. R: 94
- 4. Teachers will be available for consultation with students and parents following the end of the student day unless on assigned duty or dismissed by the building principal. On evening confer-

ence days, Fridays, and the day preceding holidays and vacation, teachers may leave their assigned building 15 minutes after students are excused. R: 94

5. Upon mutual written agreement between the board and the teacher, an alternative flexible schedule other than that defined in #1 or #2 above may be established. The Association President shall be notified of any such change. All other sections of this agreement shall remain in full force and effect. Mutual acceptance of a flexible schedule shall not reduce the teacher's normal full time status except as provided in Article XIII. N: 89
6. Teachers in grades K-12 will be given a duty free lunch period of not less than thirty (30) minutes. R: 94
7. Elementary teachers shall be provided a total of thirty minutes each day for relief except when assigned to recess duty. The scheduling of this time shall be a site based decision and shall not reduce student instruction time. During inclement weather each teacher is to supervise his/her class. One (1) teacher may supervise more than one class. Those students who cannot participate in outside recess activities shall be under the supervision of a teacher. R: 80, 86, 89, 94
8. Secondary teachers (6-12) will be provided one regular period daily, for preparation according to the scheduled assignment. Elementary teachers shall be allowed to use not less than one hundred fifty (150) minutes per week for preparation during the student instructional day. Preparation time means planning lessons, correcting papers and other related, classroom connected, educational matters. It is clearly understood that this is preparation time and is to be used as such, unless permission is granted otherwise by the Principal. During the time that a part of an elementary class is out of the regular classroom for band, physical education, or other similar classes, the remainder of the class is to be presented some type of formal instruction. It is understood that elementary teachers will use the time from 8:00 - 8:20 a.m. for preparation. R: 77, 80, 94, 95

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. It is understood that teachers are not required to participate in non-school performances unless said engagements are approved by the administration in conference with those teachers involved.
3. Teachers will maintain lesson plans for a minimum of three (3) school days in advance with daily modifications to be indicated.

R:

75, 77, 89

4. Specialty teachers will be responsible for meeting their students at their classrooms and escorting them to and from the specialty room. These specialty periods will usually be scheduled for at least thirty (30) minutes. Specialty teachers will submit grades to classroom teachers two (2) days prior to the end of the marking period. N: 77, R: 94
5. Teachers shall attend curriculum and staff meetings by buildings or on a system-wide basis, unless excused by the Principal specifically for medical, dental, professional or legal appointments. Such meetings may extend beyond the normal school day, if the meeting begins prior to the end of the teacher work day as defined in Article V, Section A. Meetings that extend beyond the school day above shall not exceed sixty (60) additional minutes per month. The intent of the administration is to utilize the time for such meetings to the best possible professional advantage. Committee work shall be voluntary. R: 89
6. Teachers shall participate in Open House, Parent Conference activities and one other activity designated by the Building Principal unless excused by the building principal. R: 77, 80
7. Teachers are expected to attend regularly scheduled P.T.A. type meetings unless excused by the Building Principal. R: 75
8. Teachers shall be notified by their immediate supervisor as soon as practical when their requisitions are approved or rejected. Such notification shall take place only during the school year. R: 75, 80
9. 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 (seven 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 acceptable as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interest of the district as deemed administratively feasible. The general class size will be established by the subject taught. For most classroom teaching situations requiring one teacher, the student-teacher ratio may be 25-1. It is further recommended that

no secondary class exceed 35 students and no elementary class exceed 30 students. The District-wide ratio for students to teacher is recommended to be 25 to 1. In determining the ratio the following certified personnel shall be excluded: counselors, librarians, special education teachers, Chapter I personnel, elementary music personnel, elementary physical education personnel, speech therapists, and any administrative personnel.

3. Whenever a teacher's class size is significantly greater than the above, or contains three (3) or more mainstreamed students at any one time, and/or a teacher recognizes that the needs of the student are not being adequately met because of class size, that teacher may, after the first ten (10) school days of the semester communicate with his/her principal the relief sought. If the principal does not agree to the teacher's recommended relief within five (5) school days, the teacher may proceed to #6. R: 89
4. In reviewing a class size problem, the principal may consider the following:
 - a) Number of students in each class
 - b) Number of classes being taught by the teacher
 - c) Building average
 - d) Number of disadvantaged students in each class
 - e) Size of classroom or facility
 - f) Combination classes
 - g) Number of students mainstreamed
 - h) Instructional materials and equipment available
 - i) Nature of subject and skills taught, i.e., basic or enrichment
 - j) Availability of instructional support staff N: 86
5. Alternative solutions are listed below:
 - a) Assignment of a professional
 - b) Reassignment of student(s) to another class or facility
 - c) Assignment of a teacher aide
 - d) Any other mutually acceptable solution
 - e) Volunteer parental assistance
 - f) Purchase additional equipment
 - g) Purchase additional materials
 - h) Maintain status quo N: 86; R: 89
6. If not satisfied with the principal's action, the teacher will request the principal to convene within five (5) school days a committee comprised of the following:
 - a) The affected teacher
 - b) His/her building principal
 - c) A teacher designated by the Association
 - d) One other designated administrator N: 86; R: 89

7. The committee shall consider the conditions as outlined in 4. a) through j) above and shall recommend to the Superintendent, within five (5) school days a solution from 5. a) through h) above.
N: 86; R: 89
8. Within seven (7) school days following receipt of the committee recommendation the superintendent may:
 - a) Implement the committee decision; or
 - b) Implement an alternative solution from 5. a) through g) above or another solution.
N: 86 R: 89
9. The district acknowledges that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which a special education student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC).
 - a) Within building and grade levels, the number of special education students shall be equalized among the classrooms unless another alternative is mutually agreed upon by the participating teacher(s) and administration.
 - b) At the secondary level with the developmental or similar classes, every attempt will be made to keep class sizes under twenty-two (22). If class size exceeds twenty-two (22) students, the building principal will consult with the affected teacher to relieve the situation. If it is necessary, recommendations will be made to the Superintendent for assistance.
R: 94
 - c) The Board shall make available to the teacher providing instructional or other services to a special education student the Individual Education Plan which is relevant to meeting the needs of that student.
 - 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 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 Superintendent. If the Superintendent's decision is found unsatisfactory, an appeal may be filed for a final decision to the Board.
N:80R: 94

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

A. Definitions:

1. Assignment shall mean a specific grade level or subject or subjects.
2. Transfer shall mean a change of schools within the system.
3. A vacancy shall be defined as a newly created position within a classification represented by the association or a present position within a classification that is represented by the association that becomes vacant by reason of the permanent separation (by resignation, death, or discharge) of the employee formerly in said position. No "vacancy" shall exist for purposes of this article unless and until the board shall determine to fill any such position, which determination shall be the sole discretionary authority of the board. N: 89

- B. Notice of all teaching and administrative vacancies except extra pay for extra duties, shall be posted on the bulletin boards of all teachers' lounges for not less than seven (7) days. The above shall include newly created teaching positions within the bargaining unit. Written applications shall be made to the Superintendent of Schools if a teacher wishes to be considered for these vacancies. Said written application shall be made within these seven (7) days. No vacancy shall be permanently filled until after these seven (7) days have expired. The above posting of notices will be suspended during the summer months when school is not in session except at the Central Administrative Offices. Teachers may file written requests with the Superintendent's office for changes in assignments or applications for vacancies that may occur during the summer months and these will be considered by the Board of Education prior to filling the vacancy during the summer months. During the summer months the Association and individual teachers who qualify and have indicated in writing a desire for a change will be notified of vacancies as they occur. The requirement to post vacancies shall not apply to positions which can be filled through recall as provided for in Article XIII, I. The Board retains the right to redefine vacant positions due to program reduction or change. R: 77, 86

- C. The final determination of assignments, promotions and transfers is vested in the Board. However, it shall not assign or transfer a teacher without prior discussion with the teacher. Such transfers and assignments shall be on a voluntary basis when possible.

- D. Teachers will be notified of their tentative assignments by the first of June each year. Such notification shall be in writing. In the event that changes in such assignments are necessary, teachers affected will be notified. R: 80, 86
- E. Tentative assignment of extra duties shall be made known to the teacher by June 1st. Such notification shall be in writing. In the event that changes in such assignments are necessary, teachers affected will be notified. Tentative acceptance of such assignments shall be given in writing at that time. R: 80, 89
- F. All postings as identified in this article shall include the specific position, location of the assignment and hours to be worked. N: 89
- G. The assignment for purposes of Sections C. and D. above for a school social worker shall be K-12 school social worker.

ARTICLE VII - LEAVES OF ABSENCE

A. Leaves allowed without loss of salary:

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

Limits:

1. Personal illness: injury, quarantine, doctor and dental appointments: all available days.
2. Illness in immediate family: Ten (10) days per year per employee. R: 80, 86, 94
3. Funeral: Five (5) days per death for parents, spouse, child, sibling, or other relative living in the household. Two (2) days per year for all other deaths. Additional days may be allowed upon application to the Superintendent. The decision of the Superintendent shall be final and not subject to the grievance procedure. R: 80, 86
4. Personal: No more than two (2) days per year may be used for this purpose. R: 80

Conditions:

1. Immediate family is defined as spouse, child, parent, foster parent, foster child, grandparent, sibling, parent-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law, or grandchild.
2. Notification:
 - a. Personal and family illness: to the appropriate person by 6:45 a.m.
 - b. Funeral: as soon as appropriate.
 - c. Personal: written application on the form provided by the administration to the Principal and Superintendent at least four (4) days prior to the leave. This condition may be waived in emergencies. R: 86
3. Personal days cannot be used consecutively in conjunction with per diem days, the day before or the day after a holiday or vacation, during the first or last five (5) work days of the year, for working, seeking employment, or for any recreational activity. R: 80
4. Not more than two (2) teachers per building shall be granted personal leave on the same day. R: 80
5. Coordination of worker's compensation benefits: at the option of the employee, paid leave under this section may be used in lieu of worker's compensation benefits. If the employee elects to receive worker's compensation benefits, no paid leave will be granted. Paid leave and worker's compensation benefits may be used consecutively. R: 86
6. Employees working less than full time will receive a prorated allowance.
7. Employees employed after September 15, will be allowed one (1) leave day for each fifteen (15) days worked.
8. Physician's verification may be requested for all personal illness or family illness leaves beyond the second occurrence within the school year. R: 80, 86

B. Unpaid Daily Leave, Leaves of One Year or Less: Seniority shall not accumulate during unpaid leaves of absence under this section. The teacher shall reimburse the prorated cost of benefits as provided in Article XV when unpaid absence exceeds twenty (20) school days. N: 89

1. 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. These days shall not be granted for the first or last day of the teacher's work year. R:94

2. Extended leave resulting from personal illness: Any teacher under this Article may, upon written request, be placed on an unpaid leave of absence for a period determined by the Superintendent and the teacher not to extend beyond the end of the current school year. Upon return from such a leave, the teacher shall be assigned to whatever position is available within his/her certification and qualification. Teachers shall present a clearance certificate signed by a physician prior to returning to work.
3. Other leaves of one year or less: The Michigan Tenure Act states that a Board may grant a leave of absence upon written request of a teacher for a period not to exceed one (1) year, subject to renewal at the will of the Board. The following conditions shall apply to all such leaves granted by the Board:
 - a. Eligibility shall be based on a minimum of two (2) years continuous service in the Lakeshore Schools.
 - b. Leave days shall not accrue, but unused leave days will be reinstated when the teacher returns.
 - c. Written notice to return shall be given to the Superintendent at least sixty (60) school days prior to the ending date of the leave as specified by the Board, Failure to notify in a timely manner will be deemed as a resignation.
 - d. Reemployment during the time of the leave shall be at the discretion of the Board.
 - e. Reemployment at the conclusion of the leave will be based on the availability of a position for which the teacher is certified to fill. If no vacancy exists at that time, the teacher shall accept the first vacancy for which he/she is certified to fill.
 - f. A leave of absence will not supersede provision for layoff, and provisions of this contract, or any law.
 - g. Salary increments shall not accrue during a leave period.
 - h. Except in cases of emergency, leaves of absence under B. 3. must be requested in writing at least one (1) month in advance. Leave requests must state the beginning date and ending date of the leave. N: 86
 - i. Leaves granted under this section may include:
 - (1). Maternity/paternity beginning prior to the birth of the child R: 86
 - (2). Child adoption
 - (3). Educational improvement through a program of further study approved by the Superintendent. R: 86
 - (4). Joining the Peace Corps as a full-time participant.

- (5). Exchange teaching.
- (6). Becoming an officer of a State Educational Association
- (7). Campaign for, or serve in, a public office.
- (8). Military leave.
- (9). Personal illness
- (10). Family illness
- (11). Child care immediately following birth or adoption.

N: 86

4. Family and Medical Leave Act (FMLA)

The Board shall provide up to 12 weeks of unpaid leave per 12 months. Employees are eligible under this act if they have worked for Lakeshore Public Schools for at least one year, and for 1,250 hours over the previous twelve (12) months. Unpaid leave shall be granted for any of the following reasons:

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

1. Advance Notice and Medical Certification

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- i. The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- ii. The Board may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Board's expense) and a fitness for duty report to return to work.

2. Job Benefits and Protection:

- i. For the duration of FMLA leave, the Board will maintain the employee's health coverage under the "group health plan."
- ii. Upon return from FMLA leave, employees will be restored to their original or any other position within the bargaining unit for which they are certified and qualified with equivalent pay, benefits, and other employment terms.

- iii. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of leave.
- iv. FMLA does not supersede any collective bargaining agreement which provides greater family or medical leave rights. N: 94

C. 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 per diem, mileage, and the activity expense. The Board shall pay for the substitute teacher. R: 80, 86

1. No more than three (3) employees will be absent on any one day with the exception of the professional negotiating team. N: 86
2. No more than ten (10) days will be used by the same person in any one year. N: 86

D. JURY DUTY

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

E. 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 Assistant Superintendent. Whenever it is possible, the school car shall be used. The number of teachers allowed to leave at any one time shall be within the discretion of the administration. Nothing in this clause shall prevent the Assistant Superintendent from granting the leave request with the understanding that the teacher assume part or all of the expenses involved except the cost of the substitute teacher. All approved reimbursement claims will be paid within established budget limitations. R: 74, 77, 80

1. The Board will pay approved, advance registration fees in advance of the conference, provided that timely notice is received by the Superintendent. N: 86
2. The teacher shall refund to the school district any such registrations that are forfeited due to nonattendance by the teacher. N: 86

ARTICLE VIII - TEACHER EVALUATION

NOTE: Article VIII does not apply to school social workers. During the 1994-95 school year, a performance evaluation of the school social worker shall be conducted by the immediate supervisor at least once during the first semester and at least once during the second semester. For future years, a school social worker evaluation procedure shall be developed by the Board and the Association with input from the school social worker. N: 93 R: 94

- A. Probationary teachers shall be evaluated at least twice each school year. The first evaluation shall be during the first semester and the second evaluation on or before March 15. Each probationary teacher who has been employed for at least one full year will be provided with an individualized development plan formulated by administrative personnel in consultation with the teacher. The year end evaluation must contain an assessment of the teacher's progress in meeting the goals of his/her individualized development plan. The year end evaluation during the teacher's second, third and fourth years of probation must be based upon at least two classroom observations held at least sixty days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration. Failure of the administration to comply with these standards is "conclusive evidence" that the probationary teacher's performance for that school year is satisfactory. R: 94

- B. Tenure teachers shall be evaluated at least once every two school years and may request a second evaluation. Evaluations for all teachers shall be made by the immediate supervisor, administrator, or any other administrator currently employed by the Board. With the approval of the Building Principal and by mutual consent of the teachers involved, teachers may agree to peer performance reviews. Said reviews shall not become a part of the teacher's personnel record. The results of each administrator evaluation shall be made known to the teacher in private conference. A written copy of the evaluation shall be given to the teacher at least three days prior to an evaluation conference. Upon mutual agreement between the administrator and the teacher the conference may be held sooner. An evaluation conference shall be held by May 1.

- C. The process of conducting an evaluation will be done by the administrators with a minimum of disruption. All monitoring observations of a teacher shall be conducted openly and with full knowledge of the teacher. It is expressly understood that the foregoing sentence shall not prohibit the principals from casual observation of the teaching performance, it being fully understood that formal observation in the classroom is not the only criteria to be relied upon by the Principal in making his final evaluation.

- D. Each evaluation will be based upon two work station observations of approximately thirty minutes each and other observations.

- E. 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.

- F. A copy of the evaluation form shall be included in the appendix of the master contract. It shall be the responsibility of each teacher to become familiar with the evaluation form. The methods and criteria of teacher evaluation shall be made known before September 15.

- G. When the principal determines that an Individualized Development Plan (IDP) is appropriate, the IDP shall be developed by appropriate administrative personnel in consultation with the teacher.
 - 1. A discussion between the principal and teacher concerning any deficiency shall be held in a timely manner to provide the teacher time to remediate the deficiency before it may appear on an evaluation.

2. If a performance area is rated as "needs improvement" or "unsatisfactory", the rating shall be accompanied by a statement supporting the rating and specified suggestions shall be made to improve the observed deficiency.
 3. If a tenure teacher is on an individualized development plan, the evaluation must include at least an assessment of the teacher's progress in meeting the goals of that plan. Failure to meet this requirement is "conclusive evidence" that the tenure teacher's performance for the period in question is satisfactory.
- H. No material will be placed in a 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.
- I. If a teacher is asked to sign any material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. N: 94

ARTICLE IX- CONTINUITY OF OPERATIONS

- A. The Association agrees that it will not, during the period of this agreement, directly or indirectly, engage in or assist in any strike, as defined by the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act.
- C. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board of education to insure that there are a minimum of one hundred eighty (180) days of actual student instruction. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation. R: 86
1. The Board of Education shall not be required to cancel a "work day" (i.e. a day when teachers report but students are not in session such as an end of semester grading day, a parent teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a partial "work day" even though

students do not report. However, the Board may do so at its discretion. The Board shall not be required to reschedule a "work day" or a partial "work day" which is cancelled, but may do so at its discretion. N: 86

2. Total annual salary is based upon one hundred ninety (190) days of work during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond one hundred ninety (190). N: 86 R: 94
 3. If, at any time during the life of this agreement, it becomes lawful to count as days of pupil instruction those days when pupil instruction is not provided due to conditions not within the control of the Board, it is agreed that the following school closing provisions shall become immediately effective:
When an act of God or Board directive forces the closing of a school or other facility of the Board, teachers shall be excused from reporting to duty without loss of pay. Days lost to school closing pursuant to the aforementioned circumstances shall not be rescheduled. N: 86
- D. Rescheduled days shall be scheduled according to the procedure as specified in Article XVII. N: 86

ARTICLE X - 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. A student teacher shall not be used as a substitute teacher unless an emergency situation occurs. Student teachers shall however, become the sole classroom teacher on days or time periods (less than a school day) whenever the critic teacher attends a critic teacher function which is sponsored by the student teacher's university. R: 80, 89

B. COUNSELORS AND LIBRARIANS

1. Time beyond the normal school year shall be mutually agreed to by the Administration and the guidance counselors/librarians.
R: 86
2. The elementary counselor shall not be subject to playground duty except in an emergency.
3. Counselors and librarians shall be subject to substitute assignments only in cases of emergency.
R: 86
4. Counselors shall have the same daily time schedule as teachers (but not preparation periods) with the exception of those times when their services are required to administer tests or perform other counseling related duties (such as financial aid night, college night) which might be scheduled outside of this time schedule.
R: 86
5. By mutual consent of the administration and counselor, counselors may be part-time counselors with another part time assignment. Without mutual consent, counselors shall be employed as guidance counselors only as opposed to part-time guidance and part-time teachers. This includes either full-time or part-time employment as a counselor.
R: 80, 86

C. SCHOOL SOCIAL WORKER

1. The school social worker shall work 37 1/2 hours per week 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 XVII by mutual agreement of the school social worker and the immediate supervisor. The school social worker shall be paid his/her per diem rate of pay for days worked beyond one hundred and ninety (190) days. R: 94
4. A school social worker seniority list shall be maintained separate from all other employees. School social worker seniority is defined as length of continuous service with the Lakeshore Public Schools. All school social workers shall be ranked in order of their effective date of employment. The effective date of employment is the first day they report to work. In the circumstance of more than one individual having the same effective date of employment, the individuals shall draw lots to determine the most senior person.

5. Leaves of absence for school social workers, granted pursuant to this contract, shall not constitute an interruption in continuous service for purposes of seniority. In the event of a school social worker layoff, such layoff shall be by order of school social worker seniority.
6. School social workers shall be recalled to positions for which they are certified and qualified according to seniority. N: 93

ARTICLE XI - STUDENT DISCIPLINE AND TEACHER PROTECTION

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

ARTICLE XII - GRIEVANCE PROCEDURE

- A. Definitions:
 1. The grievant is a person or persons claiming a grievance.
 2. The term teacher includes individuals or groups who are members of the bargaining unit covered by this agreement.
 3. 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

- provided notice of such substitution is given to the Building Administrator in advance of the initial grievance processing. R: 86
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 placing of a non-tenure teacher on continued probation.
- c. The failure to re-employ any teacher to a position on the extracurricular schedule.
- d. Any non-procedural matter (content) involving teacher evaluation. R: 75

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

5. Written grievances as required herein shall contain the following:
- a. It shall be signed by the grievant or grievants.
 - b. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - c. It shall cite the section or subsections of this contract alleged to have been violated.
 - d. It shall contain the date of the alleged violation.
 - e. It shall specify the relief requested.

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

6. For purposes of this article, days shall mean school days. N: 89
- 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. Procedure:
1. Any teacher shall present an oral grievance to his/her Building Principal within five (5) days after the occurrence and have the oral grievance considered with or without the intervention of the Association. Any adjustment shall be consistent with the terms of this agreement. The Association representative shall be given the opportunity to be present at this adjustment. R:75, 80, 86
 - a. At the option of the teacher, an oral grievance concerning placement on the seniority list, layoff, recall, or compensation may be filed directly with the Superintendent. This oral

grievance must be filed within five (5) school days after the occurrence of the alleged violation. The Superintendent may remand the grievance to the Building level if he/she deems it appropriate. N: 86

- b. If the grievance in Article XII, C, 1, a. above is not resolved at the oral level, the grievance must be submitted in writing on the grievance form (Appendix E) to the Superintendent within five (5) school days of the initial oral grievance meeting. If the grievance is not filed in writing within those five (5) days, it shall be considered waived. The grievance process will proceed at step 5 below. N: 86
2. If the grievance is not resolved at the oral level, the grievance must be submitted in writing on the grievance form (Appendix F) to the Building Principal within five (5) school days after presentation of the oral grievance. The form shall be signed by the grievant and the Association Representative. If the grievance is not filed in writing, within those five (5) school days, it shall be considered waived. If the grievance involves more than one school building, it will be filed with the Principal(s). R: 86
3. Within five (5) school days after the receipt of the written grievance, the administrator shall meet with the teacher and Association Representative in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing to the Association Representative within five (5) school days of the meeting. R: 80, 86
4. If the Association Representative is not satisfied with the disposition of the grievance, 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 grievance shall be transmitted to the Superintendent within five (5) school days.
5. Within five (5) school days after receipt of the written grievance, the Superintendent or his designee shall meet with the Association Grievance Committee. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) school days after such meeting and shall furnish the grievance record to the Association Grievance Committee chairperson. R: 86
6. If the Association Grievance Committee is not satisfied with the disposition of the grievance 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 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 written copy with the Superintendent or his designee. R: 86

7. The Board no later than its next regular meeting, may have an open or closed hearing on the grievance, review such grievance or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days thereafter. A copy of the grievance record shall be furnished to the Association Grievance Committee. The chairman of the Association Grievance Committee shall notify the grievant as to the decision reached.

R: 86

- D. If the Board, the grievant, and the Association Grievance Committee shall be unable to resolve any grievance, and it shall involve an alleged violation, misinterpretation or misapplication of this agreement, the grievance may within ten (10) school days after the decision of the Board, be appealed. The Association may demand arbitration of the grievance by the American Arbitration Association in accordance with its rules. The decision of the Arbitrator shall be final and binding upon both parties. The expense and fees of the Arbitrator and the American Arbitration Association shall be borne by the loser of the Arbitration decision. R: 80

Powers of the Arbitrator are subject to the following limitations:

1. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
2. The Arbitrator shall have no power to establish salary scales or to change any salary.
3. The Arbitrator shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgement for that of the Board as to the reasonableness of any such practice, policy, or rule.
4. 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.
5. The Arbitrator shall have no power to interpret state or federal law.
6. The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure. R: 80

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 arbitrability of any grievance under the terms of this agreement, the Arbitrator shall have no jurisdiction to hear the merits of the case until it has first determined the issue of arbitrability. 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.

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.

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 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
- F Should an alleged oral complaint be resolved between the teacher and the administrator, the alleged grievance shall not be the basis for a grievance by the Association.
- G The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of his right to pursue any legal statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this article.

- H. 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
- I. The time limits at any level of the grievance procedure may be extended by written mutual agreement. N:80
- J. Grievance material or reference thereto shall not be placed in any personnel files.
- K. Grievance Record — See Appendix E.

ARTICLE XIII - REDUCTION AND RECALL

NOTE: Sections A., B., F., and I. shall not apply to the school social worker. (See Article X, Section C.)

- A. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. 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. All teachers shall be ranked in the 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 following system shall determine the seniority order:
 - 1. Permanent or Continuing Certification
 - a. Ed.D. or Ph.D. + additional hours
 - b. Ed.S. or additional hours
 - c. MA + additional hours
 - d. BA + additional hours
 - 2. Provisional Certification
 - a. Ed.D. or Ph.D. + additional hours
 - b. Ed.S. + additional hours
 - c. MA + additional hours
 - d. BA + additional hours

For hours to be applicable for credit, the work must be an average grade of "B" (or its equivalent). "Pass" of pass/fail credit 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" or pass/fail credit. N:80

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. 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.

- C. The seniority list shall be prepared by November 1 of each school year. The list will state seniority as existed on the preceding July 1. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association Representatives and Association President. It is the responsibility of the employee to keep the personnel office informed of all factors related to seniority. All changes in seniority status will be based on the latest documents on file. R: 80, 83, 86
- D. 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. R: 86
- E. Layoff shall be defined as a reduction in the work force beyond the attrition of bargaining unit employees. N:80
- F. Layoffs shall be by order of the following criteria:
 - 1. Certification as approved by the Michigan Department of Education.
 - 2. Length of continuous service in Lakeshore Public Schools. R: 80
 - 3. Qualification as defined below:
 - a. Grades kindergarten through six (6):
 - i. Student teaching in grades K-6 or successful teaching experience within the past five (5) years at the K-6 level in the school district, or, and,
 - 6 Certification
 - seven (7) and eight (8):

- i. K-8, 7-8, 7-12 or ninth grade certification and a major or minor (or the equivalent credit hours) in specific teaching area to which the teacher is to be assigned, or
- ii. Certification as above and successful teaching experience during the past five (5) years in the specific teaching area in the school district, or
- iii. Certification as above and student teaching experience in the specific teaching area.

c. Grades nine (9) through twelve (12):

- i. 7-12 Certification and a major or minor (or the equivalent credit hours), or
- ii. Certification as above and successful teaching experience in the past five (5) years in the specific teaching area in the school district, or
- iii. Certification as above and student teaching experience in the specific teaching area. N: 83

G. Probationary teachers shall not have seniority. However, in the event that a layoff is necessary, probationary teachers shall be individually considered for retention using certification and evaluation as the major criteria. Within five (5) working days after the Board's determination that probationary teachers are laid off, a list of the probationary teachers to be laid off shall be furnished to the Association for its consideration and consultation. R:80

H. Necessary reduction of Personnel - Layoff. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the facilities available to the Board of Education as provided by the public and the State of Michigan and in accordance with this realization understand that in some instances it may be necessary to reduce the educational program, curriculum and staff, hereby agree as follows:

- 1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum; however, the Board will consult with the Association prior to any scheduled reduction.
- 2. In order to promote an orderly reduction in personnel when educational programs and curriculum are curtailed, the following procedure will be used:
 - a. Probationary employees will be laid off first. If a probationary teacher who has acquired any seniority is laid off and the educational program has been curtailed is certified to permanent status, the probationary teacher.

- b. In the event seniority teachers must be laid off, layoff will be on the basis of seniority as established herein before. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.
 - c. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for more than one-half of the school year, otherwise such teachers shall remain on the same salary step.
- I. Recall. Seniority teachers shall be recalled to positions for which they are certified and qualified according to seniority. R: 80, 83
- 1. For purposes of recall, certification and qualification shall be as set forth in Article XIII, F. N: 86
 - 2. The certification and qualification of a teacher to be recalled from layoff shall be those on file with the Board at the time the notification of recall is sent. It is the teacher's responsibility to assure that records are current and accurate and to notify the Board in writing of any corrections or additions. N: 86
- J. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. Employees who fail to respond within five (5) days or fail to report for duty within fifteen (15) days of recall notice shall be considered resigned.
- K. The recall list of seniority teachers shall be maintained by the Board for a period not to exceed three (3) years (beginning June 11, 1993) as in accordance with the Teacher Tenure Act. N: 80, R: 83, 86, 94

ARTICLE XIV - COMPENSATION

- A. The basic annual salaries of teachers covered by this agreement are incorporated into a salary schedule format as presented in Appendix A. Teachers who do not work for the full year shall have their base pay and extra hours prorated on the basis of the number of days worked.

N: 80

- B. If a teacher has taught three (3) of the last five (5) years, full credit will be granted for all experience in the last twelve (12) years. If the teacher has taught less than three (3) of the last five (5) years, a maximum of seven (7) years credit will be granted for his/her total teaching experience. If a teacher has done substitute teaching and presents verification of such teaching, experience credit will be granted to the nearest half year.
- C. The salary schedule shall consist of the following levels of BA, BA + 18, MA, MA + 15, and ED.S/ED.D. For hours to be applicable for credit on the BA + 18 salary levels, the work must be a minimum grade of "B" (or its equivalent). "Pass" of pass/fail credit is acceptable. 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. R: 80, 83
- D. Pay for extra hours (BA+18 or MA+15) shall be based upon a certified transcript(s), or report cards until transcripts are received, which must be received in the Office of the Superintendent not later than October 15 of each year to be recognized for the first semester. Hours earned after September 1 shall apply to the salary schedule of the following year (i.e. a given level must be reached by work completed before September 1). R: 80, 83
- E. Changes in experience level, credit hours or degree will be recognized at the beginning of each school year. The obtainment of a Master's Degree, Ed.D or Ed.S. will be recognized at the beginning of the second semester provided that the transcripts are received in the Office of the Superintendent no later than the first day of the second semester. R: 80
- F. All teachers shall have their transcripts reviewed to comply with the above provisions. R: 80
- G. Special Pay Provisions:
1. Per diem pay for time worked outside the normal school year shall be paid on the next regularly scheduled pay day with a minimum of seven (7) days processing time in advance. N: 80
 2. If a secondary teacher shall teach more than the normal teaching periods as part of the extra duties detailed in the individual contract, he/she shall receive additional compensation prorated to 1/6 of his/her pay. The acceptance of the additional teaching assignment will be voluntary.
 3. Teachers who are asked and who agree to do maintenance work in their teaching areas or in any other area in the school (on the building or equipment) will be paid at the rate paid regular district

maintenance workers provided proper work orders are approved prior to beginning of the work. N: 75; R: 77

- H. Each teacher shall obtain a minimum of six (6) semester hours for each five (5) year block of employment in the Lakeshore Public Schools. Said hours shall be in their teaching area or towards a planned program for an advanced degree. Any deviation, or extenuating circumstances, shall have prior written approval of the Building Principal and Superintendent of schools after a joint discussion with the teacher. The 1968-69 school year shall be considered as the first year of the five (5) year block. 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 guide and remain at this step until this requirement is met. This does not apply to master degree holders.

The Board of Education may offer teachers credit toward this requirement for in-service work according to Board policy: R:80

- I. Pay for extra duty assignments shall be in one of the following pay options:
1. Lump sum on the first pay period following the conclusion of the activity and satisfaction of the job requirements. Such lump sums are subject to federal and state tax rates based on multiples of the employees normal bi-weekly pay. Pay authorization must be received in the Business Office at least seven (7) days prior to the pay day; or
 2. Pay shall be divided by the number of pay periods which occur during the activity plus one (1). Payment 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. R:80
- J. The Board shall retain the right to withhold an assignment if that activity will not be conducted. The Board shall retain the right to establish additional assignments if the activity is warranted.
- K. Extra duty positions:
1. Extra duty compensation for newly created positions in the bargaining unit shall be subject to negotiations. N: 80
 2. The board shall maintain a manual of position descriptions for each position included in schedules B and C. N: 89; R: 94

3. It is understood that these descriptions are not negotiable and that the decision of the board in this matter is final and not subject to the grievance procedure as outlined in Article XII.N: 89
4. Proposals for new positions under Appendix B or C shall include a proposed position description. N: 89

L. Driver Education: Driver education teachers shall be paid as follows:

First year at Lakeshore \$15.00/hr
After one year at Lakeshore \$15.50/hr R: 95

1. These teachers will be evaluated during the program. In conference, the teacher will indicate whether he/she wishes to teach driver education the following year, and the administration shall notify the instructor by September 1 if he/she is to be retained for the following year provided there is an opening in the program.
R: 75, 77, 80, 82, 83, 86, 89
2. The driver education department head will receive an additional salary of:
\$50.00 for overall supervision
\$50.00 for supervision of the first session
\$50.00 for supervision of the second session R: 75, 77

M. Where a regular staff member substitutes during his/her preparation period for an absent teacher, he/she shall be paid fourteen dollars (\$14.00) for each classroom period of instruction. At no time will it be permitted to have a teacher contact other teachers to substitute unless approved by their immediate supervisor. Such assignment shall be voluntary unless an emergency situation exists. R: 77, 80, 83, 86, 89, 92, 94

N. All teachers using their own automobiles for approved travel will be reimbursed at the rate of \$.28 per mile upon submission of approved claims. Subsequent adjustments (if applicable) shall occur on each January 1 thereafter. R: 75, 80, 86, 89, 94

O. The annual salary may be paid in one of the following ways as selected by the teacher (prior to August 15):

- | | |
|----------------------------|----------------------------|
| (1) *Twenty-one equal pays | [*twenty-two (22) pays for |
| (2) Twenty-six equal pays | 1995-96 and 1996-97] |

P. Teachers who have been continuously employed (authorized leaves of absence shall not break continuity) for at least ten (10) years by the Lakeshore Board of Education shall upon resignation receive the

following severance allowance:

A sum equal to \$150.00 times the number of years of service with the Lakeshore Public Schools shall be paid in a lump sum along with the final pay for services. R: 89

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

N: 86; R: 94

ARTICLE XV - INSURANCE PROGRAM

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

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

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

PRORATED BENEFIT: Those teachers working half time but less than full time (daily) will receive a benefit prorated on a six (6) hour day. Those teachers working a full day but less than a full year and those teachers on an unpaid leave of absence for more than five (5) days during a year will receive a benefit prorated on 190 teacher work days. Those teachers affected by a prorated allowance will have the option to continue full benefits by direct payment of a supplement to the business office. R: 77, 86

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

The Board agrees to provide eligible members of the bargaining unit MESSA Super Care I health insurance, dental insurance, vision care insurance, and \$15,000 of term life and A D&D insurance for those who choose to receive it.

If a member elects to not carry the insurance benefits described above, he/she may elect up to \$125.00 per month in MESSA health insurance options (SEE Section E) or \$110.00 per month in a tax sheltered annuity from a firm

authorized according to the procedure in Article IV. (SEE Section E).

The Board agrees to pay up to \$549 per month for full family coverage, or up to \$506 per month for self and one dependent, or \$223 per month for self only for health, dental, vision and life insurances for the months of September, 1995 through June 1996. The Board will pay up to an 8% increase (which includes carryover monies from 1994-95 insurance savings) for the months of July and August, 1996. Any increases over these amounts will be paid by the employee through payroll deduction. If the increases are less than the figures stated above, the difference will be used for the teachers' compensation package for 1996-97.

R: 95

A. MEDICAL INSURANCE. Eligible members of the bargaining unit will receive insurance coverage under the terms of the MESSA Super Care I insurance program subject to the limitations as described above. R: 94

B. DENTAL INSURANCE

1. Eligible members of the bargaining unit will receive dental insurance under terms of the MASB SET ULTRADENT BASIC DENTISTRY, which may be self funded at the option of the board, as described herein

- Sealings and polishing of teeth (prophylaxis)
- Fillings and stainless steel crowns
- Treatment of pain (palliative treatment)
- Fluoride Treatment
- Extractions
- Anesthetics used in connection with surgery
- Root Canals
- Denture Repairs
- Oral Surgery
- Diagnostic X-rays
- Restorative free standing gold crowns, inlays and onlays

R:80, 89

The Basic deductible for this proposed plan is \$50.00 of the eligible charges. After satisfaction of the deductible, the plan will pay 50% of the eligible expense incurred by the participant. The amount payable will be increased by 10% each subsequent calendar year to (100%) provided the participant visited a dentist for examination and diagnosis at least once during the calendar year, and all Basis Services, which were recommended by the dentist as a result of the first of such visits, were completed during that calendar year.

If during any calendar year the conditions listed were not satisfied, the Basic Benefit percentage reverts back to 50% for the next calendar year. The Basic Benefit percentage for subsequent calendar years will be increased from 50% as described above.

N:77

2. The following ULTRADENT services shall be granted on a \$50.00 annual deductible basis:
 - Prosthodontic
 - Bridges
 - Dentures
 - Partials N:80
3. If the board should change to self funding of dental insurance, the benefits shall be equal to or greater than those as established under the MASB plan in effect on July 1, 1989. The Association shall be given written notice of intent to change at least thirty (30) days prior to such change. N: 89

C. VISION CARE INSURANCE

1. Eligible members of the bargaining unit will receive vision care insurance under terms of the MASB SET ULTRAVISION BASIC PLAN, which may be self funded at the option of the board, as described herein:
 - a. Examination \$16.00 (one time per person)
 - b. Regular lenses \$21.00 (per 12 months)
 - c. Bifocal lenses \$24.00 "
 - d. Trifocal lenses \$30.00 "
 - e. Lenticular \$36.00 "
 - f. Frames \$ 9.00 "
 - g. Contacts \$50.00 "
2. The above coverages and amounts refer to provisions of the SET VISION CARE PLAN. This material is presented as a matter of general information only. The contents are not to be accepted or construed as a substitute for the provisions of the Master Policy issued by the carrier. N:80
3. If the board should change to self funding of vision insurance, the benefits shall be equal to or greater than those as established under the MASB Plan in effect on July 1, 1989. The Association shall be given written notice of intent to change at least thirty (30) days prior to such change. N: 89

D. TERM LIFE AND AD&D INSURANCE

Eligible members of the bargaining unit will receive \$15,000.00 face value Term Life and Accidental Death and Dismemberment Insurance.
N:80

E. OPTIONS: In the event the employee has coverage under an insurance plan through his/her spouse, in lieu of duplication of Medical Insurance under A. above, he/she may elect one of the following two options:

1. He/she may elect options under the health insurance carrier programs of up to \$125.00 per month; or R: 77, 80, 86, 89, 94
2. The teacher may elect to receive a monthly tax sheltered annuity of \$110.00 per month from a firm authorized according to the procedure in Article IV.

F. 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.

G. The board of education shall provide, without cost to the employee, an employee assistance program. A committee composed of three (3) administrators and three (3) teachers shall review the program as implemented. This committee may present to the board recommendations for its further consideration. N: 89 R: 94

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 1 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 September.
 2. In order for a decision to be made, there must be at least a quorum of each team in attendance. A team quorum shall be defined as at least four (4) members.
 3. Employees, immediate supervisors/administrators, and

building representatives should share their problems and concerns at the program/building level so that the problems or concerns can be researched, discussed, and resolved at the lowest possible level.

4. Problems and concerns that cannot be resolved at the program/building level may be referred to the CMC.
5. The MASTER AGREEMENT will remain the same except where it is changed by consensus of the CMC and ratified by the Board of Education and the Association in accordance with their bylaws covering contract ratification. N: 94

- B. It is the sole responsibility of the teacher to maintain certification. Certification must be assured before contracts shall be issued.
- C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with terms and conditions of the agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the agreement, this agreement during its duration, shall be controlling.
- D. During its duration this agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.
- F. The Board will be responsible for the printing of this Agreement. One-half of the copies printed will be furnished to the Association for distribution to members of the bargaining unit now employed by Lakeshore Public Schools and for other Association use. The Board will distribute copies to the members of the Board, and others as deemed necessary. The cost of printing this Agreement will be shared equally by the Association and the Board. The quality and method of printing will be mutually determined. R:77

- G The operations and maintenance of any vending machines that have been placed in the teachers' lounges shall be the sole responsibility of the teachers in their respective buildings. Should any financial losses occur, it shall be their responsibility.
- H A teacher, with a planned program approved by both teachers and building principals, may exchange teaching positions for a maximum of one (1) day per year for the purpose of exchanging and sharing ideas to broaden the experience of the teaching staff. This exchange of teachers may be within the school district or between school districts.
R: 77
- I For the purposes of this agreement, "days" shall mean calendar days (Sunday through Saturday) unless specified as "school days" [exception See Article XII.A.(6)].
N: 89

ARTICLE XVII - CALENDAR

It is expressly understood that the school calendar will contain a minimum of one hundred ninety (190) teacher work days and one hundred eighty (180) student instruction days. The first and last student days of the year will be half-days. Elementary (K-5) students will attend on a half-day basis on the last day of the first marking period and the third marking period. All grades will end the marking periods on the same days. A minimum of three (3) days will be given at the end of the marking period when grades are due. Days to be made up under Article IX will be added to the end of the school year (Monday - Friday). One day in-service will be scheduled in the fall to coordinate with the Berrien/Cass calendar. R: 77, 80, 86, 95

County Vacation Periods for the following years:

Winter Recess:

1997-98	December 20 - January 4
1998-99	December 19 - January 3
1999-00	December 18 - January 2

Spring Recess:

1997-98	March 28 - April 5
1998-99	April 3 - April 11
1999-00	April 1 - April 9

N: 95

1994-1995

Teacher In Service	August 24
Teacher orientation - no school	August 25, 26
Students return - half-day	August 29
Labor Day - no school	September 5

Teacher In Service Day - no school	September 19
Teacher In Service Day - no school	October 18
Thanksgiving	November 24 & 25
Winter Recess	December 22
School Classes Resume	January 3
END OF FIRST SEMESTER - no school (91 days)	January 20
Second Semester Begins	January 23
Great Americans Day-Teacher In Service (No School)	February 20
Teacher In Service - no school	March 20
Spring Recess Begins - no school	March 27
Classes Resume	April 3
No School - Snow Make-up Day #1	April 14
Teacher In Service Day - no school	May 1
Memorial Day Recess - no school	May 29
Last Day for Students - half day (89 days)	June 8
Last Day for Teachers	June 9

1995-1996

Teacher Workdays	August 22, 23
Professional Development Day	August 24
First Day of School for Students (1/2 day)	August 28
Holiday: Labor Day	September 4
Professional Development Day:	September 25
Professional Development Day:	October 17
Professional Development Day:	November 10
Holiday: Thanksgiving Day	November 23
Thanksgiving Recess	November 24
Winter Recess	December 16-January 1
Classes Resume	January 2
End of Semester - Teacher Workday:	January 26
Holiday: Great Americans Day (No School)	February 19
Professional Development Day:	March 15
Spring Recess: School not in session	March 30-April 7
Classes Resume	April 8
Professional Development Day:	May 3
Holiday: Memorial Day	May 27
Last Student Day: End of Semester: 1/2 day of school	June 11
Last Teacher Workday	June 12

N: 95

1996-1997

Teacher Workdays	August 20, 21
Professional Development Day	August 22
First Day of School for Students (1/2 day)	August 26
Holiday: Labor Day	September 2
Professional Development Day:	September 23
Professional Development Day:	October 15
Professional Development Day:	November 8
Holiday: Thanksgiving Day	November 28
Thanksgiving Recess	November 29
Winter Recess	December 21 - Jan 5
Classes Resume	January 6
End of Semester - Teacher Workday	January 24
Holiday: Great Americans Day	February 17
Professional Development Day:	March 14
Spring Recess: School not in session	March 28-April 6
Classes Resume -	April 7
Professional Development Day:	May 2
Holiday: Memorial Day	May 26
Last Student Day: End of Semester: 1/2 day of school	June 10
Last Teacher Workday	June 11

N: 95

**ARTICLE XVIII-INTER DISTRICT INTERACTIVE
TELECOMMUNICATION INSTRUCTION N:89**

NOTE: This article does not apply to the School Social Worker.

A. DEFINITIONS

1. "Telecommunication" or "telecommunications classes" will be defined as the teaching of students via a two-way interactive television system.
2. "Originating Site" will be defined as the school district location/designation wherein a telecommunications class is being taught live.
3. "Remote Site" shall be defined as the school district location/designation where a class is being received via television outside the school district.

B. Teachers who are presenting telecommunications courses shall not be responsible for the behavior or discipline of students at remote sites.

C. The Board agrees to provide appropriate employees to set up, repair and maintain telecommunication equipment. Teachers shall not be responsible for setting up, maintaining, or dismantling equipment.

D. The evaluation of teachers in telecommunication courses shall be specifically subject to the evaluation process contained in Article VIII. Further, it is expressly understood that all evaluations/observations shall require the physical presence of the evaluator. No evaluation or observation for the purposes of evaluation shall be done or conducted by electronic means. Nothing contained herein shall prohibit the investigation of complaints by the originating site principal.

E. When Lakeshore is the originating site, the telecommunication teacher shall be compensated in accordance with the provisions of this agreement.

F. The parties agree that interactive telecommunication is designed and intended to be used as a two-way system of teacher-student instruction.

G. Videotaping of classroom instructions may be made with the teacher's prior written approval. Such videotapes shall be used only for the purpose of make-up work for students who were absent from school during the original telecast period.

- H. It is understood that the Board owns all videotape materials. Telecommunication teachers are responsible for any and all videotapes of classroom instruction and will have the authority and responsibility to erase any and all such videotapes. All copying of videotapes is prohibited and the teacher shall erase all videotapes within thirty (30) school days. The district shall be responsible for the return to the teacher of used tapes from the remote site within the thirty (30) school days.
- I. The Board agrees that it will provide courier service or other means for the purpose of exchanging documents, homework, class work, tests and materials between the various originating sites and remote sites.

ARTICLE XIX - MENTOR TEACHERS

- 1. New teachers (less than three (3) years of total teaching experience) shall be assigned a mentor teacher by the administration until three (3) years of total teaching experience have been accumulated. Any teacher new to Lakeshore with more than three (3) years of total teaching experience will be assigned a mentor teacher for up to one year.
- 2. A mentor teacher shall be assigned in accordance with the following:
 - a. Participation as a mentor teacher shall be voluntary.
 - b. The mentor teacher assignment shall be for one school year subject to ongoing review by the mentor teacher, mentee and building administrator. Upon review the appointment may be renewed or a new appointment will be made.
- 3. Because of the purpose of the mentor/mentee match is to acclimate the new teacher and to provide assistance with the goal of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee.
- 4. A per diem rate will be paid to the mentor teacher for work done at the request of the administration outside of the scheduled work days.

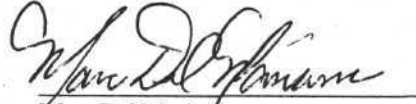
N: 95

ARTICLE XX - DURATION OF AGREEMENT

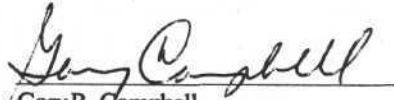
This agreement shall be effective as of August 22, 1994 and continue in effect until the 1st day of August, 1997. The revision to this agreement shall be effective August 22, 1995. This AGREEMENT shall not be extended orally; however, it may be extended by mutual agreement of the parties in writing.

All of the foregoing constitutes the full and completed AGREEMENT between the LAKESHORE BOARD OF EDUCATION and the NORTHERN BERRIEN COUNTY EDUCATION ASSOCIATION/MEA/NEA, and in witness whereof, the Parties hereto have executed this revised AGREEMENT on this 22nd day of August 1995.

LAKESHORE BOARD OF EDUCATION:

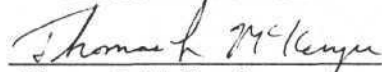


Marc Del Mariari
President, School Board



Gary R. Campbell
Superintendent

LAKESHORE EDUCATION
ASSOCIATION/NBCEA:



Thomas L. McKenzie
LEA/NBCEA President



Charles Salvano
LEA Vice President

YRS/EXP*			BA	BA + 18	MA	MA + 15	Ed.S
a	b	c					
		0	27,209	27,670	29,520		
		1	28,014	28,655	30,803		
		2	29,009	29,644	32,086		
	4	3	29,921	30,633	33,369		
7	5	4	31,435	32,183	34,997		
8	6	5	32,655	33,436	36,292		
9	7	6	33,871	34,678	37,590		
10	8	7	35,092	35,928	38,886		
11	9	8	36,692	37,563	40,604	41,217	42,450
12	10	9		38,885	41,976	42,813	43,887
13	11	10		39,514	43,285	43,938	45,258
14	12	11		40,142	43,944	44,604	45,942
15	13	12		40,779	44,598	45,271	46,628
16	14	13			45,257	45,932	47,311

 *Column "a" applies to teachers who began employment in the bargaining unit prior to the beginning of the 1987-88 school year
 *Column "b" applies to teachers who began employment in the bargaining unit during the 1987-88 or 1988-89 school years
 *Column "c" applies to teachers who began employment in the bargaining unit during or after the 1989-90 school year.

SCHOOL SOCIAL WORKER SALARY SCHEDULE

YRS/EXP	(MSW)	(MSW)
	PROBATIONARY	NON-PROBATIONARY
0	32,086	
1	33,369	
2	34,654	
3	35,936	
4	37,590	
5	38,886	
6	40,183	41,217
7	41,480	42,813
8	43,222	43,938
9	43,944	44,604
10	44,598	45,271
11	45,257	45,932

1996-97

- A. If the Musselman Supreme Court ruling holds the Lakeshore Public Schools harmless, the salary schedule will increase by 3% on step. In addition \$50,000 will be allotted for use on non-schedule A compensation (i.e., insurances and appendices B, C and D).
- B. If the Musselman Supreme Court ruling results in an additional cost to the Lakeshore Public Schools, the cost attributable to that decision will result in a decrease of all or part of the 3% scheduled increase for 1996-97. In the event of an unfavorable ruling:
 - 1. \$50,000 will remain available for compensation increases
 - 2. The 1995-96 salary schedule will not be reduced.

N: 95

APPENDIX A

1994-95

YRS/EXP*			BA	BA + 18	MA	MA + 15	ED.D/ED.S
a	b	c					
		0	26,761	27,396	29,228		
		1	27,715	28,371	30,498		
	3	2	28,667	29,350	31,768		
6	4	3	29,625	30,330	33,039		
7	5	4	30,819	31,552	34,311		
8	6	5	32,015	32,780	35,580		
9	7	6	33,207	33,998	36,853		
10	8	7	34,404	35,224	38,124		
11	9	8	35,599	36,444	39,395	39,989	41,186
12	10	9		37,672	40,667	41,477	42,518
13	11	10		38,281	41,935	42,567	43,846
14	12	11		38,890	42,573	43,213	44,509
15	13	12		39,507	43,207	43,859	45,173
16	14	13			43,845	44,499	45,835

SCHOOL SOCIAL WORKER SALARY SCHEDULE

YRS/EXP	(MSW)	
	PROBATIONARY	NON-PROBATIONARY
0	31,768	
1	33,039	
2	34,311	
3	35,580	
4	36,853	
5	38,124	
6	39,395	39,989
7	40,667	41,477
8	41,935	42,567
9	42,573	43,213
10	43,207	43,859
11	43,845	44,499

APPENDIX B -Athletic Activities

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

14%	Baseball, Head Varsity
10%	Baseball, Assistant Varsity
8%	Baseball, Junior Varsity
21%	Basketball, Head Varsity Boys
12%	Basketball, Boys Head Junior Varsity
10%	Basketball, Boys Freshmen
8%	Basketball, Boys 8th Grade
8%	Basketball, Boys 7th Grade
21%	Basketball, Girls Head Varsity
12%	Basketball, Girls Head Junior Varsity
8%	Basketball, Girls Head 9th Grade
8%	Basketball, Girls 8th Grade
8%	Basketball, Girls 7th Grade
8%	Cheerleading, Varsity
7%	Cheerleading, Junior Varsity
6%	Cheerleading, Freshmen
6%	Cheerleading, 8th Grade - 7th Grade
12%	Cross Country, Head Varsity
5%	Cross Country, Junior High
21%	Football, Head Varsity
12%	Football, Assistant Varsity
12%	Football, Head Junior Varsity
10%	Football, Assistant Junior Varsity
10%	Football, Head Freshmen
9%	Football, Assistant Freshmen
8%	Football, Head 8th Grade
7%	Football, Assistant 8th Grade
8%	Football, Head 7th Grade
7%	Football, Assistant 7th Grade
9%	Golf, Head Varsity
7%	Pom Pon
14%	Soccer, Head Varsity
10%	Soccer, Junior Varsity

14%	Softball, Head Varsity
10%	Softball, Assistant Varsity
8%	Softball, Junior Varsity
10%	Tennis, Head Varsity (Spring)
6%	Tennis, Assistant Varsity (Spring)
10%	Tennis, Head Varsity (Fall)
14%	Track, Head Boys Varsity
9%	Track, Boys Assistant Varsity
7%	Track, Boys 8th Grade
7%	Track, Boys 7th Grade
14%	Track, Girls Head Varsity
9%	Track, Girls Assistant Varsity
7%	Track, Girls 8th Grade
7%	Track, Girls 7th Grade
18%	Volleyball, Head Varsity
12%	Volleyball, Junior Varsity
7%	Volleyball, Frosh
7%	Volleyball, 8th Grade
7%	Volleyball, 7th Grade
18%	Wrestling, Head Varsity
12%	Wrestling, Assistant Varsity
8%	Wrestling, Junior High Head
7%	Wrestling, Junior High Assistant

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.

Coaching pay scale is predicated on the preceding percentages as they relate to the extra duty base schedule level through the 7th year of experience.

When hired, the head football and basketball coach will be given credit (up to 5 years) for head varsity experience, if any. All other coaches will start at the base of the extra duty base schedule. R: 75, 77, 80, 83, 86, 89

Appendix C - Activities and Clubs

Activities (% of extra duty base schedule through seven (7) years of experience:

Class Sponsors:

3%	Ninth Grade
3%	Tenth Grade
5%	Eleventh Grade
5%	Twelfth Grade

Clubs:

5%	Key Club
3.5%	Spelling, Junior High
3%	Drama, Senior High
2.5%	National Honor Society
1%	Young Authors
1.5%	All other clubs as approved by the Board of Education

Student Council:

6%	High School
1.5%	Junior High, per grade
1.5%	Elementary

Yearbook:

4%	Senior High
3%	Junior High

Fine Arts:

12%	Band, Head Senior High
9%	Band, Junior High
5%	Senior High Band Camp
8%	Choir, Senior High
5%	Choir, Junior High
5%	High School Dramatic Productions (each production)*
5%	Extra Curricular Forensics
3%	Extra Curricular Forensics Assistant
8%	Junior High Drama
8%	High School Musical Productions, Director (ea. production)*
5%	Musical Productions, Associate (each production)
5%	Variety Show High School*
2%	Variety Shows K-8 (each production)*

[NOTE: *Technical Assistant provided upon approved budget]

Auditorium Manager: All school activities - \$15.00 per hour; all non-school activities during the week - \$16.00 per hour; and on weekends and Holidays - \$18.00 per hour.

All rates listed shall be paid to each person employed in any of the above categories. Should any position be voluntarily split, the details of the split shall be made among the persons involved. The Board will pay only for the number of positions authorized.

R:75,77,80,83

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>1994-96</u>	<u>1996-97</u>
0 Years Experience	21,956	% increase will be equal to percent increase of Schedule A
1 Year Experience	22,833	
2 Years Experience	23,714	
3 Years Experience	24,592	
4 Years Experience	25,469	
5 Years Experience	26,344	
6 Years Experience	26,686	
7 Years Experience	26,965	

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

R: 95

APPENDIX D: Division Chairperson

Division chairpersons shall be responsible for K-12 division duties as outlined in the job description for Division Chairperson. This shall include leading 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. All positions will start at September 1 in 1989-90. Positions may be left vacant at the Board's discretion.

	Normal	When at least one (1) program area is in the develop and recommend phase
Language Arts	10%	12%
Mathematics	10%	12%
Sciences	10%	12%
Social Studies	10%	12%
Technology	10%	12%
Business & Commerce	6%	8%
Student services	6%	8%
Fine Arts	6%	8%
Health, Home Ec, PE	6%	8%
Miscellaneous	4%	6%

1. All Division Chairperson positions shall be initially posted as co-chairpersons once each year. Co-chairpersons will represent both secondary and elementary levels.
2. The Board may appoint co-chairpersons for each division by level (elementary and secondary). This is encouraged whenever qualified applicants have applied from each level (K-6 and 7-12).
3. If there is only one qualified applicant, that person shall serve as K-12 chairperson.
4. Co-chairpersons shall equally divide the above established payment.
5. Committee membership shall be voluntary.

Appendix E: Teacher Evaluation Form



Lakeshore Public Schools
Stevensville, Michigan
Teacher Evaluation

Name of Teacher: _____
 Assignment: _____
 Building: _____
 Date Submitted to Teacher: _____
 Date of Evaluation Conference: _____

Definition of Rating Terms:

Meets/Exceeds - Performance meets or exceeds the standards of the school district.

Needs Improvement - Performance in a specific area needs to be improved.

Unsatisfactory - Performance needs improvement to meet the standards of the school district.

Not Observed or Not Applicable - To be noted in comment section.

Professional Practice	M e e t s / E x c e e d s			N e e d s t o i m p r o v e			U n s a t i s f a c t o r y			Comments
I. Instructional Environment										
A. Establishes and Maintains Positive Interaction with Students										
B. Communicates Reasonable Expectations for Student Achievement										
C. Manages Student Behavior Effectively										
D. Uses an Effective Instructional Process										
E. Demonstrates Command of Subject Matter										
F. Makes and Implements Effective Plans										
G. Provides Physical Environment Which is Conducive to Learning										

Rev. 8/94

Appendix E: Teacher Evaluation Form



Lakeshore Public Schools

Teacher Evaluation Page 2

Name of Teacher: _____

Professional Practice	Meets / Exceeds	Needs to Improve	Unsatisfactory	Comments
II. Professional Growth and Responsibilities A. Engages in Professional Growth Activities				
B. Demonstrates Dependability in Professional Duties				
III. School Relations A. Maintains a Relationship with Parents that Promotes Effective Communication				
B. Maintains an Effective Working Relationship with Staff				
C. Maintains an Effective Working Relationship with Administration				
D. Conducts Self as an Appropriate Role Model				
Additional Comments:				

Contract Recommendation for School Year:

2nd Probation: _____
3rd Probation: _____
4th Probation: _____

First Year Tenure: _____
Continuing Tenure: _____
Not Recommended: _____

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Teacher's signature above indicates awareness of the above and does not necessarily imply agreement with the content.

Original: Superintendent
1 Copy: Principal
1 Copy: Teacher

Rev. 8/94

Appendix E: Teacher Evaluation Form

Examples of Criteria for Professional Practices to be Evaluated

I. Instructional Environment

A. Establishes and Maintains Positive Interaction with Students

1. Accepts and respects all students
2. Promotes feelings of adequacy and success
3. Sets good example for students
4. Strives to meet individual needs of students
5. Strives to develop student self-discipline, self-directed learning and individual responsibility
6. Listens to students

B. Communicates Reasonable Expectations for Student Achievement

1. Recognizes and responds to individual differences
2. Motivates and encourages students to achieve to their highest potential
3. Holds students accountable for learning
4. Uses techniques, methods and materials appropriate for age level

C. Manages Student Behavior Effectively

1. Maintains appropriate and effective discipline
2. Establishes appropriate standards of behavior and consequences
3. Applies standards equitably and consistently
4. Uses positive reinforcement to encourage appropriate behavior

D. Uses an Effective Instructional process.

1. Conducts instructional activities resulting in interaction and involvement of students
2. Utilizes a variety of instructional materials and methods
3. Uses teaching procedures that are stimulating and effective
4. Gives clear directions and explanations
5. Provides appropriate student assistance
6. Monitors learning and uses results to modify instruction
7. Communicates objectives to students
8. Provides learning activities consistent with lesson objectives
9. Begins, conducts and concludes purposeful lessons/activities in a timely and efficient manner

E. Demonstrates Command of Subject Materials

1. Presents content in a manner that demonstrates knowledge of subject matter
2. Presents information that is accurate, up-to-date and which follows district approved curriculum
3. Responds to students' questions in an appropriate manner

F. Makes and Implements Effective Plans

1. Presents lessons reflecting adequate planning and preparation
2. Organizes materials for efficient use
3. Makes effective transitions from one activity to another demonstrating prior planning
4. Provides plan, information and directions to substitute teachers
5. Develops and maintains systematic classroom procedures
6. Implements plans which reflect program continuity

G. Provides a Physical Environment which is Conducive to learning

1. Maintains a safe environment
2. Establishes a pleasant and positive classroom environment, i.e. charts, displays, bulletin boards
3. Arranges classroom in a way which is conducive to learning

Appendix E: Teacher Evaluation Form

II. Professional Growth and Responsibilities

A. Engages in Professional Growth Activities

1. Makes use of opportunities to keep current in areas of assignment, i.e. in-services,
2. conferences, publications, media
3. Is open-minded to trying new methods, materials and techniques
4. Provides appropriate input in curriculum
5. Participates in building and district-wide committees, activities and meetings

B. Demonstrates Dependability in Professional Duties

1. Is prompt in meeting deadlines in routine matters
2. Is punctual in reporting for work
3. Arrives at assigned station as scheduled
4. Adheres to district and building policies and procedures

III. School Relations

A. Maintains a Relationship with Parents that Promotes Effective Communication

1. Interprets school system policies and objectives accurately
2. Communicates to parents in a timely and appropriate manner about student achievement and conduct
3. Initiates parental contacts, i.e. conferences, phone calls, newsletters
4. Is prompt and dependable about meeting with parents as scheduled
5. Deals effectively with parent comments and concerns

B. Maintains an Effective Working Relationship with Staff

1. Accepts assigned responsibilities and is dependable
2. Works harmoniously with other teachers
3. Demonstrates a professional attitude towards colleagues and their subject areas
4. Cooperates in planning instruction and developing materials
5. Cooperates in using and sharing facilities, equipment and supplies
6. Participates in decision-making and works with and through decisions which are made
7. Can disagree in a non-destructive manner

C. Maintains an Effective Working Relationship with Administration

1. Communicates with administrators in an effectively and timely manner
2. Participates in non-instructional activities at the building level, i.e. clubs, PTO, fun fairs, dances, athletics

D. Conducts Self as an Appropriate Role Model

1. Exhibits professional appearance appropriate to assignment
2. Uses correct grammar and sentence structure, both orally and written
3. Demonstrates adaptability and self-control
4. Is enthusiastic and positive in performance of duties

Appendix F: Grievance

Grievance Procedure				
Monday	Tuesday	Wednesday	Thursday	Friday
Event Occurs			Oral Grievance to Principal (within 6 days)	
	Written grievance to Principal			Meeting with Principal
				1st written response from principal
				Grievance filed with superintendent
				Superintendent meets with Association Grievance Committee
		Superintendent indicates disposition of grievance		Grievance placed on Board Agenda for next Board Meeting
				Board Meeting
	Written response from Board			
	Association notifies Board in writing of intent to appeal and requests Arbitration			

Appendix F: Grievance

**Lakeshore Public Schools
Grievance Record**

To: _____ Date Written Grievance Submitted _____
Name of Grievant _____ School _____
Date of Incident _____

STEP ONE-Date of Oral Referral by Grievant _____
Article/Section Violated _____
Relief Requested _____

Association Representative _____ Grievant _____
Signature _____

ADMINISTRATIVE DECISION - STEP TWO

Date Received by Principal _____

Decision: Satisfactory _____ Unsatisfactory _____ Date _____ Date of Decision _____
Association Representative _____ Principal _____

ADMINISTRATIVE DECISION - STEP THREE

Date Received by Superintendent _____

Decision: Satisfactory _____ Unsatisfactory _____ Date _____ Date of Decision _____
Association Representative _____ Superintendent _____

BOARD DECISION - STEP FOUR

Date of Appeal to Step Four _____

Decision: Satisfactory _____ Unsatisfactory _____ Date _____ Date of Decision _____
Association Representative _____ Secretary _____

Grievance record should be made in quadruple form until final disposition is made.

Copy #1 to Superintendent's Office, #2 to Association, #3 to Principal, #4 to Grievant

NOTE: A synopsis of the facts giving rise to the alleged violation must be attached
prior to submission at STEP ONE above.

Index

A

Accumulated Leave Days 13
Act of God 21
Activities and Clubs 51
Additional training 33
Administrative vacancy 12
Agency shop 5
Annuity 5, 35
Appeal 6, 10, 25
Arbitration 26
Assigned work area/station 3
Assignment 4, 7-11, 22
Association Activities 2, 3, 17
Association Dues 5
Association Grievance Committee 25, 26
Association meeting 3
Association Representative 3, 4, 17, 23, 25, 29
Athletic Activities 49-50
Auditorium Manager 52

B

BA+18 46
Bargaining Unit 1, 2, 3, 6, 12, 16, 23, 29, 33, 35, 36, 39
Benefits 14, 16, 35-38
Building and Equipment Use 3
Bulletin Board 12

C

Calendar 40-42
Certification 1, 28, 29-35, 39
Child Care Leave 16
Class Load 9-11
Class size 9-11
Coaching pay 49-50
Collection of Money 8
Compensation 14, 21, 31-35, 46
Conference Attendance 17
Conference Expense 18
Contract Management Committee 38
Counselors 1, 10, 22
Courier service 44

Credit Union 5, 7
Curriculum Meeting 9

D

Deductions 5-7, 7

Definitions:

Assignment 12
Association Representative 23
Bargaining unit 1
Board 1
Day(s) 7
Grievance 24
Grievant 23
Immediate family 14
Just cause 2
Layoff 29
Monitor 1
Originating Site 43
Preparation time 8
Qualifications 29
Remote Site 43
Seniority 22, 28
Substitute/Per Diem Teacher 1
Teacher 1
Telecommunications 43
Transfer 12
Vacancy 12

Degree 32
Demoted 2
Dental Insurance 36
Dental insurance 35
Developmental classes 11
Directory 3
Discharge 4, 6, 12, 29
Discipline
Student 23
Teacher 2, 4

Dismissed 2
Division Chairperson 53
Driver education 1, 34

E

Ed.D, Ed.S 28, 46
Employee Assistance Program 38
Evaluation 18-20
Evaluation form 54-57
Extra duty 4, 12, 33, 33-34
Extra duty base pay 52
Extra duty pay 33, 48, 51
Extra period - pay for 32

F

Facilities 5
Family illness leave 2, 13

G

Grievance 23-28, 31, 34
Grievance record 58-59
Guidance counselor 1, 10, 22

H

Health insurance 35-36
Holidays 14, 40-42
Hours and assignments - elementary 7-11
Hours and assignments - secondary 7-11

I

In-service 33, 40, 40-42
Inclement weather 8, 20
Income tax 33
Insubordination 2
Insurance 35-38
Insurance options 38

J

Jury Duty 17
Just cause 2, 6

K

Kindergarten 29

L

Layoff 15, 23, 28-35
Least Restrictive Environment 11
Leaves of Absence 2, 13-18, 29
Leaves of absence 29
Lesson plans 8
Librarian 1, 10, 22
Life insurance 38
Lump sum pay 33, 35
Lunch period 8

M

M.A. Degree 28, 32, 46
Mailboxes 2
Mainstreaming 10
Maintenance work 32
Maternity leave 15, 16
Mentoring 44
Mileage reimbursement 17, 34
Military leave 16
Minimum days of school 20, 40

N

Negotiations 4, 5, 33

O

Office equipment 3
Open House 9
Outside teaching experience 29

P

P.T.A. Meetings 9
Parent Conferences 9, 40-42
Pass/fail credit 28, 32, 35
Past Practice 4
Pay periods 33, 34
Payroll Deductions 5-7
Payroll deductions 36
Per diem pay 1, 14, 17, 22, 32, 44
Personnel file 19, 20

Physician's Statement 14
Physician's statement 15
Playground duty 22
Policies 2, 5, 23, 26, 39
Positive assistance 23, 44
Positive assistance 23
Posting of notices 12, 13
Powers of Arbitrator 26
Preparations 9-12
Probationary teachers 2, 18, 24, 30
Public information 2
Pupil-teacher ratio 9

Q

Qualification of employees 5, 15, 16, 23

R

Recall 12, 23, 24, 28-35
Recess period 8
Recognition 1
Reprimand 2, 4
Requisitions 9
Resignation 12, 15, 29, 34
Retirement 29
Rights of the Board 4-5
Rules and regulations 5, 23, 39

S

Scholarship Fund 6
Self funded insurance 36
Semester hours 28, 32, 33
Seniority 14, 22, 28-29
Service fee 5
Severance 29, 34-35
Sick leave 13
Snow days 20, 40-42
Social Worker 1, 7, 18, 22-23, 43
Specialty teachers 9, 12
Staff meetings 9
Strikes 20
Substitute 21, 32
Student discipline 23-28

Student teachers 21, 29
Substitute 34
Substitutes 1
Suspend 4
Suspended 2

T

Teacher evaluation 18–20, 24
Teacher exchange 40
Teacher protection 23–28
Teaching assignments 9, 12–13, 17, 32
Teaching hours 7–8
Teaching load - Secondary 9
Telecommunications 43–44
Tentative assignments 13
Tenure Act 15, 24, 28, 29, 31
Transcripts 32
Transfer 4, 12–13
Travel reimbursement 18, 34
Tuition reimbursement 35

U

Unpaid leaves 14, 16, 29, 35
Use of school equipment 3

V

Vacancies 12
Vending machines 40
Videotapes 43
Vision care insurance 37

W

Weather 8, 20
Worker's compensation 14



EXTRA DUTY BASE SCHEDULE

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

	<u>1994-96</u>	<u>1996-97</u>
0 Years Experience	21,956	22,615
1 Year Experience	22,833	23,518
2 Years Experience	23,714	24,425
3 Years Experience	24,592	25,330
4 Years Experience	25,469	26,233
5 Years Experience	26,344	27,134
6 Years Experience	26,686	27,487
7 Years Experience	26,965	27,774

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

School Calendar

1996-97

Teacher Workdays	August 20, 21
Professional Development Day	August 22
First day of School for students (½ Day)	August 26
Holiday: Labor Day	September 2
Professional Devel. Day: Students not in attendance	September 23
Professional Devel. Day: Students not in attendance	October 15
Holiday: Thanksgiving Day	November 28
Thanksgiving Recess	November 29
Professional Devel. Day: Students not in attendance	December 2
Winter Recess	December 21-Jan. 5
Classes Resume	January 6
End of Semester - Teacher Workday	January 24
Holiday: Great Americans Day	February 17
Professional Devel. Day: Students not in attendance	March 11
Spring Recess: School not in session	March 28-April 6
Classes Resume	April 7
Professional Devel. Day: Students not in attendance	May 2
Holiday: Memorial Day	May 26
Last Student Day: End of Semester-½ day of school	June 10
Last Teacher Workday	June 11

