COLLECTIVE BARGAINING AGREEMENT

between

LAKE SHORE BOARD OF EDUCATION

and

LAKE SHORE FEDERATION OF TEACHERS

Local 1465 of the
American Federation of Teachers, AFL-CIO
ST. CLAIR SHORES, MICHIGAN

SEPTEMBER 1, 2021

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This Agreement entered into this 1st day of September 2021 between the BOARD OF EDUCATION of the LAKE SHORE PUBLIC SCHOOLS hereinafter called the **BOARD** and the LAKE SHORE FEDERATION OF TEACHERS, AFT, hereinafter called the **FEDERATION.**

ARTICLE I
RECOGNITION

Section 1. Purpose

The parties hereby enter into this Agreement pursuant to the authority granted by Act 379 of the Michigan Public Acts of 1965.

Section 2. Definitions

A. **BOARD** shall mean the Board of Education of the Lake Shore Public Schools, its successors or assigns.

B. **FEDERATION** shall mean the Lake Shore Federation of Teachers, AFT.

C. **TEACHER** shall mean any member of the bargaining unit. A full time teacher is one whose assignment is for half time or more.

D. **BUILDING REPRESENTATIVE** shall mean representative of the FEDERATION or his/her alternate designee in each school building.

E. **ADMINISTRATOR** shall mean any employee of the BOARD who is not a member of the bargaining unit as defined hereinafter who holds a supervisory or administrative position.

F. **SCHOOL** shall mean any work location within the school district, provided it is understood the provisions of the Agreement shall apply to a teacher while engaged in a field trip or other authorized school function outside of the district.

G. In the construction of the words used in this Agreement, whenever the singular number is used it shall include the plural and whenever the masculine is used it shall include the feminine.

H. **CERTIFIED** shall mean a teacher meets all requirements for a specific job assignment as set forth by the Michigan State Department of Education.

I. **SENIORITY** shall mean the total years of service within the district computed from the first day the teacher reported for work.

Section 3. Recognition of Federation

The BOARD recognizes the FEDERATION as the sole and exclusive collective bargaining representative for all certified personnel employed by the BOARD excluding all substitute teachers, all members of other recognized bargaining units, all administrative interns, and all administrative and supervisory positions now in existence and hereafter established by the BOARD. The BOARD agrees that it will not enter into any Collective Bargaining Agreement with any teacher or any other organization on behalf of teachers. The BOARD further agrees to negotiate with the FEDERATION before instituting a program of performance contracting.

Section 4. Authority of the BOARD

The **BOARD** hereby retains all rights and powers conferred upon and vested in it by law to manage the Lake Shore Public Schools and to direct its teachers. Such rights and powers shall include by way of illustration, and not limitation, the following:

A. To establish and carry on such grades, schools, and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools.

B. To determine the courses of study to be pursued and cause the students attending school in the District to be taught in such schools or departments as it may deem expedient.

C. To select and approve the textbooks to be used by the students of the schools of the District on the subject taught therein.

D. The general care and custody of the schools and property of the District and to make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the District.

E. The authority to make reasonable rules and regulations relative to anything whatsoever necessary for the proper establishment, maintenance, management and carrying on of public schools of the district. The exercise of the foregoing rights and powers and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such express terms hereof are in conformance with law.

Section 5. Non-Discrimination

The FEDERATION agrees to maintain its eligibility to represent all employees by continuing to admit such employees to membership without discrimination on the basis of race, creed, color, age, national origin, sex, marital status, or any other basis and to represent equally all employees without regard to their membership, participation in, or association with the activities of any employee organization. The BOARD agrees to continue its policy of nondiscrimination against any employee on the basis of race, creed, color, age, national origin, sex, marital status, disability or membership, participation in, or association with the activities of any employee organization.

Section 6. Bond Issues and Millage Elections

Whenever a bond issue or millage election is contemplated, the Superintendent shall meet with the FEDERATION, at its request, so that it may present its views on the subject(s) before any proposals are made final and submitted to the BOARD for action, at which time the FEDERATION, at its request, shall have an opportunity to present its views to the BOARD.

Section 7. Effect on Existing Contracts

Any individual written contracts issued to teachers shall be subject to this Agreement and each of the terms and conditions hereof shall control and supersede any provision of such contracts in conflict therewith.

Section 8. Distribution of Agreement

The BOARD shall cause the preparation of sufficient copies of this Agreement to be made for distribution by the FEDERATION to each teacher covered hereby.

Section 9. Scope of the Agreement

It is mutually agreed that this Collective Bargaining Agreement represents the complete Agreement between the parties, and any other matter outside of this Agreement which has not been incorporated by reference herein shall not be deemed to be part of such Collective Bargaining Agreement.

Section 10. Instructional Services from Other Agencies

A. It is mutually understood that the BOARD reserves on to itself the right to determine the most appropriate vehicle for the delivery of instructional services to its students. This includes the right to cooperatively develop or contract for such services with vocational education consortiums, other school districts, intermediate school districts and other agencies. If the BOARD enters into any such contracts it may not directly result in the lay-off of any presently employed teacher. However, this provision is not intended to prevent the BOARD from reducing a school's staff due to declining enrollment or budgetary limitations. Should a BOARD decision result in a change in locally offered classes or programs the Superintendent shall meet with the FEDERATION and explain the reason(s) for such decision.

B. Career and Technical Education Consortium

1. The FEDERATION shall be notified prior to the placement of any programs into the Career and Technical Education Consortium.

2. In the event a Lake Shore teacher is assigned to teach in the consortium program in another district, s/he shall maintain all contractual rights and obligations under this Agreement.

3. Although it is recognized that the on-site supervision of Lake Shore teachers shall be conducted by the building involved, it is understood that disciplinary action, if any, to be imposed shall be taken by Lake Shore Administration (after consultation with the on-site supervisor).

4. The BOARD pledges to work for the equal distribution of programs and students in the Career and Technical Education Consortium.

Section 11. Consolidation

In the event that Lake Shore Public Schools should consolidate with or be annexed to another school district, this Agreement shall continue in full force and effect until the date of its expiration to the extent permitted by law.

ARTICLE II
FEDERATION MATTERS

Section 1. Federation Use of School Rooms

The FEDERATION may use available rooms for legitimate business of the organization upon request to the appropriate administrator.

Section 2. Bulletin Boards

The BOARD shall reserve one bulletin board in each teacher's lounge for the exclusive use of the FEDERATION for the purposes of posting material dealing with legitimate FEDERATION business.

Section 3. Federation Use of Mailboxes

The FEDERATION may use the inter-school mail and teachers' mailboxes for distributing materials dealing with legitimate FEDERATION business. The FEDERATION shall not be responsible for materials placed in the mailboxes by employees acting in a non-official capacity. The FEDERATION mail will be marked as L.S.F.T.

Section 4. Federation Paper Supply

The BOARD agrees to furnish the FEDERATION paper that it has on hand, at the cost incurred by the BOARD.

Section 5. Notice to Federation of Board Meetings

The FEDERATION shall be given prior written notice of any Regular or Special Meetings of the BOARD. Such notice shall include agendas, board reports, minutes, financial reports, etc., if any. The FEDERATION shall notify the BOARD by September 1st as to who shall be the recipient of such notice.

Section 6. Conduct of Federation Business

All FEDERATION business which may be conducted during school hours shall be done without the assistance of students and in a manner so as not to interfere with the instructional program or the regular assigned duties of any teacher.

Section 7. Release Time for Federation President

A. The BOARD agrees that the President of the FEDERATION shall upon written request from the FEDERATION, be granted released time of .50 FTE with full salary and benefits for the purpose of handling business for the FEDERATION relating to this District.

B. It is understood that the FEDERATION shall be allowed to purchase additional released classroom time provided that all released time shall be for a full school year or a semester and shall commence only at the beginning of a semester. However, should the President of the FEDERATION terminate employment or otherwise be unable to teach for the remainder of any semester, the new President shall receive his/her released time during such semester. If the FEDERATION President is teaching less than two (2) classes, the unassigned time shall be purchased. It is understood that the FEDERATION must notify the BOARD in writing prior to the first semester and/or ten (10) business days prior to the following semester as to the amount of additional released classroom time the FEDERATION President wishes to purchase for the upcoming semester(s).

C. The FEDERATION agrees to reimburse the BOARD at the rate of the FEDERATION President's salary proportional to any additional released time purchased in accordance with (B) above. Such reimbursement shall be made at the conclusion of each semester(s).

D. The FEDERATION shall be provided ten (10) days released time to be used by the FEDERATION President or his/her designee for FEDERATION business. The President of the FEDERATION must notify the Department of Employee Services twenty-four (24) hours in advance whenever possible in order to provide for a substitute. The FEDERATION shall reimburse the District for the cost of the substitute at the conclusion of each semester.

Section 8. Federation Building Representative

The FEDERATION building representative or his/her alternate designee shall be given a brief amount of time on the agenda of each building's teachers' meeting for reports and announcements. The FEDERATION shall notify the Superintendent by September 30 as to the names of all FEDERATION officials, including building representatives and alternate designees, who shall be empowered to act in a representative capacity under the terms of this Agreement.

Section 9. Federation Monthly Meeting

The administrative staff shall schedule no faculty meetings or other meetings after school on the fourth Tuesday of each month so that teachers may attend the monthly membership meetings of the FEDERATION.

Section 10. Special Conferences

A. **Conferences with Superintendent**. The BOARD agrees that the Superintendent shall meet once each month during the school year upon request of the FEDERATION with its representatives at a mutually convenient time and place to discuss matters relating to the implementation of this Collective Bargaining Agreement or any other collective bargaining subject, which either party desires to discuss. The FEDERATION likewise agrees to meet on such basis and for such purpose at the request of the Superintendent.

B. **Conference with Building Principals** The BOARD agrees that each building principal shall meet once each month during the school year upon request of the FEDERATION with its representatives at a mutually convenient time and place to discuss matters relating to individual building practices. The FEDERATION likewise agrees to meet on such basis and for such purposes at the request of the building principals.

ARTICLE III
GENERAL PROVISIONS AFFECTING EMPLOYMENT

Section 1. Teacher Responsibility

It is mutually agreed that the educational quality of the school system reflects the ideals, expectations, preparation and conduct of its teachers.

Section 2. Teacher Employment Requirements

Each teacher employed by the BOARD shall possess proper certification. Failure to maintain a current teaching certificate may result in termination of employment.

Section 3. Teacher Health Requirements

Each teacher shall maintain a condition of general health, which includes freedom from substance abuse, sufficient to permit him/her to successfully perform the expressed and implied duties of the position for which s/he is employed. The BOARD reserves the right to require a health examination for any teacher, as the case may be, by such duly licensed physician as the BOARD may designate at its expense.

Section 4. Open Personnel File

A. A central personnel file for each teacher shall be maintained in the Department of Employee Services.

B. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has personally received, in hand, a copy of such material from an administrator, and such material expressly states that it will be placed in the personnel file.

C. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

D. The teacher may examine his/her file as to any materials placed in such file after initial employment, and s/he shall be permitted to reproduce any such material. Upon request, a teacher shall be given a topical listing of the contents of his/her pre-employment materials.

E. Materials shall be removed from the personnel file if and when an employee's claim that such material is inaccurate and is sustained through the grievance procedure.

F. If an administrator keeps in his/her possession written notes or written reports relative to a teacher, such notes or reports may not be used unless these notes and/or reports refer directly to the matter covered in the official record placed in the central personnel file.

G. Upon the teacher's request, all letters of reprimand except for notices of unprofessional conduct as defined in MCL 380.1230b, will be removed from the teacher's personnel file after two (2) years if no other discipline issues have occurred.

Section 5. Disciplinary Action and Legal Assistance to Teachers

A. Each teacher shall comply with the disciplinary policy of the BOARD.

B. If legal complaint is made or suit is instituted against any teacher, s/he may request that the BOARD provide legal counsel and such legal assistance shall be made available by the BOARD at its expense, provided the action of the teacher was consistent with the BOARD'S disciplinary policy.

C. In the event of an assault upon a teacher where injuries have been suffered or in which there appears to have been malicious intent, the BOARD shall, after an appropriate investigation, report the matter to the proper police authorities.

D. In all cases of assault, the BOARD shall, at its expense, make available to the affected teacher the BOARD attorney who shall advise the teacher as to his/her legal rights regarding such an assault. Such advice shall be related only to the criminal action and/or possible counter suit.

Section 6. Student Discipline

The BOARD and FEDERATION recognize that effective discipline will foster a productive learning environment whereby students develop self-control and self-direction.

So that student classroom behavior may be more effectively managed by a teacher, so as to develop the best possible learning situation, disruptive students may be formally identified by a teacher.

A. Prior to such formal identification the teacher must have:

1. Referred the student in writing to and discussed him/her with the appropriate administrator on at least two (2) different occasions regarding separate

incidents.

2. Conferred with the student, his/her parent(s), and where applicable, his/her counselor on at least one occasion regarding the student's disruptive behavior.

B. Upon a teacher's written identification of a disruptive student in his/her classroom, the student will be immediately referred and/or sent to the principal for disposition of the matter. Every effort will be made by the principal and the teacher to confer on the same day as the reported incident. Upon request, a conference to provide special help for such students will be held within two (2) school days. This conference may include the teacher, appropriate administrator, the parent, if available, and two (2) or more of the following as selected by the administrator, except that in the elementary only one (1) or more of the following need be selected.

School Counselor	School Social Worker
School Psychologist	School Resource Teacher

This conference may include anyone else who in the opinion of the teacher or administrator can provide assistance in helping to resolve the student's problem. Finally, the conferees shall formulate specific recommendations regarding the future management of the student's school behavior.

C. Nothing herein shall be construed as prohibiting or limiting any special conferences, suspensions, or expulsions of any kind that might otherwise be put into effect.

D. Special education students may or may not be subject to emergency removal under the same conditions and circumstances as for non-special education students, depending upon whether or not the emergency removal constitutes a change in placement. Change of placement including suspension, or expulsion beyond ten (10) days are all subject to state and federal laws and regulations.

E. Student Handbook/Code of Conduct:

A FEDERATION building representative/designee shall schedule a meeting with the building principal no later than February 28 to:

1. Review the Student Code of Conduct as published in the Student Handbook, and make recommendations for implementation and consistent application.

2. Examine recommendations from building continuous improvement teams and staff regarding discipline concerns.

3. Review and investigate any instances of non-implementation or non-compliance with the Code of Student Conduct.

4. Ensure that the Student Code of Conduct complies with BOARD policy, state, and federal regulations.

5. Recommend changes to the Student Code of Conduct and submit to the Superintendent for review, no later than April 30.

6. Provide feedback and recommend training relating to the management of student behavior to the District Curriculum Council (DCC).

7. Building procedures, expectations, and code of conduct will be reviewed at the beginning of the school year with staff.

8. Teachers shall be included in the development and review of behavioral and emergency intervention plans.

F. Injury Procedures: A Teacher who is the victim of an act of violence and who sustains disability on the job and acting within the course and scope of his/her duties shall be allowed leave with pay in accordance the terms set forth in Article VII Section 3 E.

Section 7. Teacher Ordering of Equipment and Supplies

A. All orders for equipment or supplies for the following school year shall be submitted to the building administrator no later than June 1st of the current school year.

B. Teachers shall prioritize all supply items requested on their order form. In the secondary schools at the direction of the principal orders may be submitted through the various departments and such orders shall indicate the departmental priority.

   1. If there are any questions related to the appropriateness, quality or quantity of the materials ordered, the principal shall consult with the teacher before the order is altered.

   2. It is understood the principal shall consider the priorities listed by the teacher along with the priorities of the building and educational program when finalizing the building order for supplies and materials.

C. It is understood that the ordering of equipment and supplies is dependent upon the availability of funds, market availability, and/or the brand or make ordered through the county purchasing agent.

D. If for any reason the supplies and equipment requested by a teacher cannot be ordered within thirty (30) days during the school year or prior to the end of the principal's work year, the teacher shall be contacted and given reasons for the delay.

E. Each teacher shall be supplied with a sufficient quantity of learning resources that the BOARD has approved.

Section 8. Teacher Assignments

A. General Provisions

   1. A teacher availability and preference form shall be issued to teachers prior to April 1 of the current school year. On such form the teacher shall indicate his/her preference as to assignment subject(s) or grade level(s), building, relevant training, experience, special interests, hobbies or talents.

   2. Teachers may meet with the appropriate administrator to discuss their teaching preferences and assignments and to attempt to cooperatively determine such for the next school year.

3. Each teacher will be informed of his/her tentative assignment for the ensuing school year prior to the close of the current school year.

    a. If an alteration is made (secondary-different subject matter, elementary-different grade level) in a teacher's tentative assignment, the administrator will inform the affected teacher within a reasonable time and provide him/her an opportunity, at his/her request, to discuss the matter.

    b. Reasons for change of assignment shall be placed in writing at option of the affected teacher.

    c. The teacher shall not be responsible for the actions of lay personnel.

    d. It is further understood that teachers who receive supervisory assignments shall be expected to supervise the program, children, and lay personnel involved. However, the teacher shall not be responsible for the actions of lay personnel.

    e. Any teacher who requests but does not receive such a supervisory assignment shall have the reasons placed in writing, at his/her request, after s/he has discussed such request with the appropriate administrator.

B. Elementary

    Tentative class lists shall be given to all elementary teachers prior to July 1.

C. The Department of Employee Services will post all known vacancies as they become available.

Section 9. Teacher Evaluation

It is recognized by all parties that the primary purpose of teacher evaluation is professional improvement. Professional staff are encouraged to review state law, Board Policy 3220, and the Performance Review process posted on the district website and found in Appendix E.

Section 10. Corrective Measures

In accordance with Board Policy 3139 a teacher may only be discharged, demoted or otherwise disciplined for a reason that is not arbitrary or capricious. In all instances, discipline, discharge and demotion shall occur in accordance with the statutory

requirements under the Teacher Tenure Act and the Revised School Code.

The administrator/Superintendent shall conduct an investigation of any alleged act or omission by a teacher that could result in disciplinary action. The teacher shall be provided with oral or written notice of the issue or incident being investigated.

The investigation shall include, at a minimum, interviews of appropriate persons and a meeting with the subject teacher and, if requested or if required by the bargaining agreement, his/her designated representative (either another employee or a union representative if part of a bargaining unit) to allow the teacher an opportunity to respond to the complaint. Prior notice of this meeting shall be provided to the teacher for any discipline that may result in a suspension or loss of pay. The meeting shall not proceed without the teacher's designated representative; however, the meeting shall not be unduly delayed to secure the attendance of the teacher's preferred representative. The District may substitute another representative from the union to timely process the investigation.

After completion of the investigation, if discipline is to be imposed, the teacher shall receive written notice of the discipline and this notice shall also be placed in the teacher's file.

Discipline may include, but is not limited to:

1. written warning;
2. written reprimand;
3. suspension (paid or unpaid);
4. discharge;
5. financial penalty in accordance with Michigan law.

The District does not have to apply discipline in a progressive manner, but, rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this policy limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during the pendency of an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

If it appears that disciplinary action beyond written reprimand may be necessary, the administrator should contact the Superintendent to discuss the disciplinary action that is to be taken.

The following disciplinary actions may only be imposed by the Board in adherence with the requirements of the Teacher Tenure Act:

1. discharge of a tenured or probationary teacher;

2. demotion of a tenured teacher (which includes suspension for fifteen (15) or more consecutive days without pay or a reduction in compensation by more than equivalent of thirty (30) days compensation in one (1) school year);

3. non-renewal of a probationary teacher.

A. It is understood that each meeting called for corrective measures shall be held in private. Prior to or at such meeting, the administrator shall first inquire as to whether the teacher desires FEDERATION representation, and if she/he does, no corrective action shall be taken until such representation is present.

B. The BOARD agrees that this provision shall be enforced in a method and manner which is fair, reasonable, and appropriate, taking into consideration the surrounding circumstances which exist at the time.

C. Proper notification shall be provided to the FEDERATION if BOARD policy 3139 is modified.

Section 11. Transfer of Teachers

A. Transfer shall mean the movement of a teacher from one building to another building, or from one classroom teaching assignment to another within the same building, or from classroom teaching to any other position within the unit other than classroom teaching, or the reverse, or from non-classroom teaching to non-classroom teaching for regular education to special education or the reverse. Necessary and reasonable assignment changes for teachers who are normally assigned to more than one building, such as speech therapists and elementary art, music, and physical education teachers, etc. shall not be deemed transfers.

B. Any teacher who possesses the appropriate certification may apply and be interviewed for the position. The interview will be held between the teacher and the appropriate administrator(s).

C. The district has the right to employ long-term substitute teachers however, such placement shall not continue past the conclusion of the current school year, with the exception of a teacher on leave.

D. If a laid off teacher has the appropriate certification and has an evaluation of at least effective, he/she may be considered for recall.

E. For those transferees who assume the position at the end of the school year, they shall be considered in that position(s) without prejudice for all other provisions of the contract.

F. In all instances, if there is not a laid off teacher on the recall list with the appropriate certification the identified teacher for transfer may assume the vacated position immediately.

G. New Job Classifications Within the Bargaining Unit.

The District agrees to post new job classifications within the unit for at least five (5) school days whenever posible. Such posting will include the minimum qualifications and general duties established by the Superintendent. Teachers currently working will have a minimum of five (5) school days in which to submit an application for such new job classification. If the new job classification occurs when school is not in session, all teachers will be notified by email and/or automated phone message and will have five (5) business days to submit an application. If more than one candidate applies, a fair and reasonable interview will be granted to each applicant by the Superintendent or his/her designee upon request.

H. Voluntary Exchange of Positions

1. It is agreed that any two (2) teachers may voluntarily exchange their positions in any two (2) different buildings for a period of more than one (1) week but in no event more than one (1) year, subject, however, to the approval of the Superintendent which shall be at his/her sole discretion.

2. It is agreed that any two (2) teachers may voluntarily exchange their positions in any two (2) different buildings for a period not to exceed one (1) week, subject, however, to the approval of the two (2) building administrators involved.

3. It is understood that when the time period in Subsection D. 1 and 2 above expires, the two (2) teachers involved shall return to their former positions.

4. It is agreed that when an exchange takes place, all requirements relative to teaching in areas in which a teacher is qualified shall be waived.

5. It is agreed that the exchange may become permanent if agreed to in writing by both teachers with approval of the Superintendent.

I. Involuntary Transfer

1. Involuntary transfer shall mean the movement of a teacher from one building to another against his/her wishes because there is an excess of teachers resulting from the ratios and/or programs established by the BOARD. It shall also mean the movement of a classroom teacher to any other position within the unit other than the classroom teaching, or reverse against his/her wishes or regular education to special education or the reverse.

2. When there is an excess of teachers in a building, the appropriate administrator will reference teacher preference forms prior to executing a transfer.

3. No involuntary transfer shall cause a teacher a loss of compensation. For the purpose of this provision, compensation shall mean base salary, excluding additional compensation for counselors.

J. In the event the Board of Education decides to close a school, the Superintendent and/or his/her designee shall meet with the FEDERATION President within five (5) school days after the decision to close a school has been made, at which time the details of the school closing will be discussed. Such discussion shall include:

1. The name of the school(s) to be closed.

2. The name of the school(s) to receive the reassigned students.

3. The number of classroom teaching assignments in the receiving school(s).

4. The establishment of a timeline to facilitate the transfer of teachers to the receiving school(s). It is understood that such timeline shall include the completion of the transfer procedure.

If students are being reassigned to more than one building due to the closing of their school, teachers at the closed school(s) will be surveyed as to state a preference for the building which they wish to be transferred to. The appropriate administrator will reference survey responses when executing such transfers.

K. Any teacher who assumes a temporary position in another bargaining unit within the district shall upon return to teacher status be restored to the unit.

Section 12. Promotion of Employees to Certain Administrative Positions

A. Upon request, the Department of Employee Services shall provide a copy of the minimum qualifications necessary for the positions of Administrative Intern, Assistant Principal and Principal.

B. Whenever there is an opening for one of the above positions, it shall be posted within the school district for no less than ten (10) school days and such posting shall include the minimum qualifications and general duties.

C. It is understood that the BOARD may fill any administrative vacancies on an interim basis not to exceed one (1) school year. Any teacher filling an interim position will remain part of the FEDERATION bargaining unit, pay dues, and accrue seniority, but may not evaluate teachers.

D. No teacher shall be appointed to a full time Administrative Intern basis for more than one (1) full school year.

E. A teacher leaving the FEDERATION unit to participate in the Administrative Internship program will be awarded teaching seniority for that period after returning to a district teaching position for one (1) year. While participating in the internship program, an individual will not be a member or pay dues to the teachers' bargaining unit.

Section 13. Layoff and Related Matters

In accordance with Board Policy 3131:

A. The FEDERATION recognizes the BOARD'S responsibility to operate the school district effectively and efficiently within the bounds of certain financial and legal restraints and the BOARD'S legal charge to adopt, maintain, and modify programs and to determine the number of staff needed for such programs.

B. If the BOARD enters into vocational education consortium it may not directly result in the layoff of any presently employed teacher. However, this provision is not intended to prevent the BOARD from reducing a school's staff due to declining enrollment or budgetary limitations.

C. Prior to finalizing the reduction of staff, the Superintendent or his/her designee, will meet with the FEDERATION to explain and discuss the proposed reduction. The following information will be provided by the Superintendent:

   1. A seniority list (by rank order).

   2. Tentative information on attrition.

   3. Tentative information on certification.

   4. Tentative information on staff allocation.

   5. Evaluation scores.

D. Except when it is not possible, each teacher to be laid off will be given at least sixty (60) day’s written notice.

F. At the time a teacher is notified that s/he is to be laid off, the BOARD shall advise him/her of board policy.

G. It is understood that the teacher accepting recall shall be notified by the Department of Employee Services in person, by phone, or by certified mail that s/he in fact is the teacher recalled, and further, that s/he shall have seventeen (17) days from date of that notice to make themselves available for duty within the District.

H. The BOARD shall notify all teachers, including those on layoff, of new programs planned by the BOARD.

I. The Superintendent shall provide the FEDERATION with an annual student enrollment projection by level at that time of the year when it provides such information to the BOARD. Current enrollment figures shall also be provided at the same time.

J. No teacher during any twelve (12) consecutive months shall receive compensation from the BOARD plus unemployment compensation in a total amount exceeding what the teacher would have received had the teacher been employed full time under this Agreement by the BOARD. In the event a teacher receives such excess amount, the teacher's salary for the school year in which s/he is recalled to employment shall be calculated by subtracting the amount of the excess payment from the amount otherwise due under this Agreement.

Section 14. Seniority

A. Seniority shall mean the total years of service within the district computed from the first day the teacher reported for work. It is understood that professional, sabbatical, military leave, or union leave shall not be considered as an interruption of years of service. All other leaves shall not count as years of service unless otherwise specified in the Master Contract.

B. The FEDERATION shall be given an updated seniority list within sixty (60) days of the start of the school year and an updated seniority list ninety (90) days prior to the end of the school year.

Section 15. The Return of a Resigned Teacher

Any teacher who has left the bargaining unit by resignation from the district may, upon return, be granted credit on the then existing salary schedule for his/her previous experience within the district. It is understood that such teacher shall not regain his/her previously acquired seniority as it pertains to Article III, Section 14.

Section 16. Health and Safety

It shall be the right and obligation of each teacher to report any condition within the assigned teaching facility that s/he or she considers to be a threat to human health or safety. The report shall be made to the designated principal in writing. The principal shall subsequently respond to the teacher's report as to the district's intended action.

Section 17. Filling of Vacancies

In accordance with Board Policy 3131:

A. The following factors may be considered when filling vacant positions.

   1. Teacher returning from leave that requires reinstatement.

   2. Teacher currently employed with the district.

   3. Recall of laid off teacher.

   4. New hire.

B. The District agrees to post positions that become vacant via school email within the unit for at least five (5) school days whenever possible. Such posting will include minimum qualifications and general duties. When possible, teachers currently working will have a minimum of five (5) school days in which to submit an application. If the opening occurs when school is not in session, all teachers will be notified by email and/or automated phone message and will have five (5) business days to submit an application whenever possible.

Section 18. International Visitor Program

A. It is understood that a representative from the FEDERATION and the Superintendent or designee shall form a voluntary committee of no less than five (5) people representing each school building to oversee the selection of teachers and staff chosen to chaperone/serve as ambassadors for international trips. Priority will be given to teachers/staff that work with or need knowledge about international programs/students.

B. Should there be unfilled positions the committee would set up a lottery for teachers/staff interested in attending.

C. It is understood that those picked from the lottery may not re-enter the lottery for three (3) years regardless of former destination.

D. The Superintendent has final decision on people attending any international trip.

ARTICLE IV
SCHOOL CALENDAR, HOURS OF EMPLOYMENT, AND RELATED MATTERS

Section 1. School Calendar

A. The school calendar shall be as provided in Appendix A of this Agreement.

B. Record Day: First Semester

1. Elementary teachers shall be required to mark only the following records:

   a. Form CA60 (or alternate form) including grades, test scores and report card.

   b. Incidental miscellaneous and health records.

2. All teachers shall have until the close of the work day on such record days to complete marking of report cards and records.

3. No teacher shall be assigned to other duties on such record day nor shall any teacher be required to attend a meeting for more than thirty (30) minutes on such day.

C. Record Day: Second Semester

1. In the Middle School or High School, teachers shall not be required to have report cards and records completed until the close of the work day on the last record day.

2. In the elementary schools, teachers shall have report cards and all other records completed by the close of their last workday.

D. In the event that teachers are required to work more than the total number of contracted days, because District buildings were closed due to inclement weather or other emergencies, they will be paid a per diem basis for any extra days worked.

Section 2. Length of Day and Class Load

It is recognized by the parties that daily preparation for effective teaching, correcting papers, recording grades, and attending school-related activities requires many hours outside of the classroom and adds to the professional responsibilities of each teacher. Keeping the dimension of such outside professional responsibilities in mind, the parties agree that the in-school responsibilities for teachers shall be as follows:

A. Elementary Schools.

1. The teacher's workday shall be six (6) hours and forty-five (45) minutes exclusive of the lunch period.

2. Each teacher shall be provided a duty free lunch period equal in length to the lunch period of students. However, in order to ensure the proper supervision and safety of students it is understood that each teacher will remain at his/her place of assignment until it is cleared and shall be back at his/her place of assignment when the admittance bell rings, or five minutes before the tardy bell, whichever is shorter.

3. Each teacher shall be in his/her building prior to the start of his/her assignment and, in order to ensure the proper supervision and safety of students, shall be at his/her place of assignment when the admittance bell rings. Each teacher shall remain in his/her building after the completion of his/her assignment.

4. Each teacher shall have a minimum of forty (40) minutes daily planning time during the student's school day and a minimum of twenty (20) minutes of unassigned time. If an elementary teacher's class is attending a special class, s/he shall be deemed to be having planning time. Planning time is a part of the regular in-school responsibility of teachers, and shall be utilized in lesson preparation, counseling students, conferring with parents and/or other school personnel, assessing student performance, and other professional responsibilities consistent with the principles and requirements set forth in Appendix E of this Agreement, including Individual Educational Planning (IEP) meetings, student staffing, and Section 504 staffing. Unassigned time is defined as teacher arrival to admittance bell, recess, and student's dismissal to the end of the teacher workday.

5. The teacher's instructional time shall be three hundred, forty six (346) minutes for each day for a five-day week.

6. No elementary teacher shall be required to stand recess duty.

7. If an elementary teacher's class is attending a special instruction class, such teachers shall be on planning time.

    a. Each elementary teacher shall have the primary responsibility for the educational program of his/her class. Elementary teachers and teacher specialists will cooperatively plan for the teaching and utilization of necessary skills and activities to be taught.

    b. It is understood that each classroom teacher is expected to be familiar with the activities and techniques used by the special teacher so that such activities may be continued and reinforced by the classroom teacher.

    c. The classroom teacher is expected to return to the classroom prior to the end of the instructional activity.

    d. It is understood that the addition of elementary (1-5) special classes will not increase the total length of the teacher's instructional time each week. It is further understood that the special teachers' planning time will be comparable to that received by regular elementary classroom teachers.

8. Each half-time Kindergarten teacher shall have no more than two (2) classes each of which shall be no more than three (3) hours and ten (10) minutes in length. It is understood that during the time a Kindergarten teacher is not assigned to classes, excluding lunchtime s/he shall be on planning time.

9. Every effort will be made to ensure that a Kindergarten teacher will not have two specials scheduled on the same day.

10. Kindergarten Testing/Screening: In the event that teachers are required to test and/or screen kindergarten students beyond the normal work year, they shall be compensated at their daily rate of pay for any additional days worked.

B. Middle School

The teacher's day shall be six (6) hours and fifty (50) minutes excluding time set aside for duty free lunch. Except on half days, each teacher shall have five (5) assigned periods each school day, and one unassigned period of fifty-five (55) minutes duration. Each teacher shall be in his/her building prior to the start of his/her assignment and, in order to ensure the proper supervision and safety of students, shall be at his/her place of assignment when the admittance bell rings. Each teacher shall remain in the building after the completion of his/her assignment.

C. High School.

The teacher's day shall be six (6) hours and fifty (50) minutes excluding time set aside for duty free lunch. Except on half days, each teacher shall have five (5) assigned periods each school day and one (1) unassigned period of at least the equivalent minutes as the assigned periods. Each teacher shall be in his/her building prior to the start of his/her assignment and, in order to ensure the proper supervision and safety of students, shall be at his/her place of assignment when the admittance bell rings. Each teacher shall remain in the building after the completion of his/her assignment.

D. High School and Middle School Preparations

1. No Middle School or High School teacher's assignment shall contain more than three (3) separate preparations not shall any such teacher have more than three (3) consecutive periods of assigned classroom responsibility unless:

   a. A teacher suggests to the building administrator that s/he be assigned to more than three (3).

   b. It can be shown that compliance with this provision would mean a curtailment of the educational program which could not otherwise be avoided.

   c. A teacher would not have the required number of assignments.

2. The number of different rooms to which a teacher is assigned shall be held to the absolute minimum which is educationally sound and administratively possible.

E. Special Teachers

Special teachers who are assigned to a building on a full time basis shall have a workday and lunch period which corresponds to the building to which they are assigned. Special teachers who are not assigned to a building on a full time basis shall have a workday and lunch period which corresponds to the level (Elementary, Middle School or High School) to which they are assigned for most of their time.

F. Lunch Hour for Middle School and High School Teachers

Each teacher shall be provided with a minimum thirty (30) minute duty free lunch period, or equal in length to the lunch period of students, whichever is greater.

G. Leaving Building During Unassigned Period.

It is understood that no teacher shall leave his/her building during unassigned time except when it is necessary and prior approval has been secured from the administrator. However, if the administrator is not available, such teacher shall leave notice of his/her whereabouts and the nature of his/her business with the school office.

H. Teaching an Extra Class in an Emergency Situation.

A Middle School or High School teacher who assumes an extra class in an emergency situation, not to exceed one semester, Middle School shall be paid 1/5 and High School shall be paid 1/5 of his/her daily rate of pay for each contract day or the per period substitute rate, whichever is greater.

I. Waiver of Unassigned Time.

It is understood that the provision for unassigned time shall not apply whenever school is not in session for students. It is further understood that should a teacher lose his/her unassigned time because of his/her required attendance at an assembly such teacher shall be paid at the per period substitute rate established under this Agreement.

Due to the unique job duties of counselors, librarians, social workers, psychologists, speech therapists and other teachers assigned to non-classroom responsibilities, the provision for unassigned time will not apply to teachers in these positions.

J. Use of Unassigned Time.

The unassigned period is a part of the regular in-school responsibility of teachers and shall be utilized in lesson preparation, counseling students, conferring with parents and/or other school personnel, correcting papers, and other professional responsibilities consistent with the principles and requirements set forth in Appendix E of this Agreement.

It shall be the responsibility of each teacher to inform parents of a student's unsatisfactory work during the course of a marking period. Moreover, each teacher shall inform parents of any misconduct which may affect a student's grades or form the basis for any type of discipline by the appropriate school administrators.

K. School Improvement

Teachers will meet a maximum of 180 minutes per school year for the express purpose of School Improvement planning. The length, dates and times of the meetings will be determined by the building School Improvement team.

L. The teacher’s instructional day for half days shall be no more than three (3) hours, ten (10) minutes in length.

M. Teaching Assignments in more than one Building.

1. The total minutes of instructional time per day will be equal to or less than the number of minutes in the building where the teacher spends the majority of his/her time.

2. Any teacher who is assigned to more than one building shall be provided with a minimum of fifteen (15) minutes of travel time between assignments. If the teacher is a full-time teacher or works a full school day, such time will be set aside from the duty-free lunch and personal prep time.

3. Personal prep time will be provided for the teacher at each building. The total personal prep time provided will equal that provided to other teachers in the building where the teacher spends the majority of his/her time.

N. Teaching Environments

The FEDERATION and BOARD shall both recognize the following definitions when describing classroom environments:

1. IN-PERSON - Students attend school facilities to receive instruction

2. HYBRID/BLENDED - Instructional time may occur in-person or remotely off-site from the school campus.

3. REMOTE/VIRTUAL - Students will access 100% of instruction while off-site from the school campus.

4. SYNCHRONOUS INSTRUCTION - Students will receive live instruction in a REMOTE/VIRTUAL environment.

5. ASYNCHRONOUS INSTRUCTION - Students will receive pre-developed lessons, assignments, and/or activities in a REMOTE/VIRTUAL environment.

In the event that a teacher is required to blend any of the aforementioned classroom environments (into a single classroom environment) in order to preserve their full time status (1.0), it is understood that they will work collaboratively with their administrator to develop their schedule.

Course sections that are offered both as IN-PERSON and REMOTE/VIRTUAL options shall be considered as separate preps (in regards to Article IV, Section 2 D 1).

Section 3. General Staff Meetings

A. Teachers shall not be required to attend more than nine (9) general staff meetings during the school year. Such meetings shall take place after working hours and normally will not exceed one hour in length. Adequate notification with agendas will be provided.

B. It is further understood that no fewer than one-fifth (1/5) of the teaching staff may call for a meeting of the building's teachers at any time during the school year and when such call is made, the principal shall schedule such a meeting, after the working hours of teachers.

Section 4. Teacher's Equipment

A. Each teacher shall be properly equipped, and within a reasonable time, with the necessary supplies and materials to carry out the assignment, provided that the BOARD has such supplies and materials on hand.

B. Each building shall be equipped with one or more copy machines which will be adequate to meet the need of the building's teachers under normal circumstances. In addition, each building shall keep on hand a constant supply of paper and their duplicating supplies which are needed for and are to be used in the teacher's work assignment. One phone shall be located in the teacher's lounge or an office accessible to teachers during the entire school day.

C. Implementation of Article IV, Section 4, Subsection B above is dependent upon the amount of paper the District is able to purchase (market availability). If it is necessary to allocate paper to or within a building, the BOARD will meet with the FEDERATION to explain the nature and extent of the problem.

D. Each teacher shall receive an individual amount of $25.00 from his/her building's allocated instructional budget to be used by him/her for the purchase of specific classroom supplies necessary in his/her work assignment. Such allowance shall be allocated on a school year basis but subject to those limitations that may be imposed by the Office of Business Services and Operations. Any $25.00 allocation not claimed by a teacher on or before the commencement of the second semester shall be forfeited. Funds so forfeited shall be available to other teachers on a first come, first served basis.

Section 5. Teacher Access to Work Stations

A teacher, in order to further his/her service to the District in a manner consistent with the BOARD'S Building Use Policy, shall be provided access to his/her work station during normal working hours in a way which will permit him/her to carry out normal work assignment. It is understood that a teacher will be granted access to his/her work station outside normal working hours only for school related activities and only with the written permission of the building principal, the Superintendent, or his/her designee. The administrator shall decide if permission shall be granted.

Section 6. Storage Areas for Special Teachers

In the Elementary, a storage area shall be made available to store materials which are purchased centrally by the District for use by special teachers. In each building, adequate space shall be provided to store materials used by special teachers in that building.

Section 7. Interruption of Classes

The BOARD agrees to prevent unnecessary interruptions of classes. This provision shall not prevent the building administrator(s) from communicating with a teacher during the regular school day.

Section 8. Counselors and Social Workers

Any teacher employed by the BOARD as a guidance counselor or social worker must have a specific endorsement in that area for the grade levels served in accordance with the provisions of the State Certification Office of the Michigan Department of Education. In addition, the following conditions shall apply:

A. It is understood that counselors' and social workers' workloads are uniquely different from that of a teacher and thus they may be expected to provide their services before or after the normal school day.

B. High School and Middle School counselors shall be paid their daily rate of pay for up to ten (10) additional days worked prior to the start of the school year for the purpose of registration, scheduling students, conferring with parents, staff, administration, and to aide in transitioning students. Both high school and middle school counselors shall be paid their daily rate for up to ten (10) additional days after the end of the school year, for summer school preparation and pre-planning schedule work. The first five (5) days at the beginning of the summer and the last five (5) days at the end of the summer are worked in the building of employment. The remaining ten (10) days can be logged virtually with documentation provided

to the building principal upon return to the building. The additional days worked shall be scheduled by the building principal by May 1st, after first consulting with the counselors involved, and shall include no days during the month of July unless the counselor agrees.

C. Social workers shall be paid their daily rate of pay for up to 5 additional days prior to the start of the school year for the purpose of conferring with parents, staff, administration and to aide in transitioning students into the new year. The additional days worked shall be scheduled by the building principal by May 1st, after first consulting with the social worker involved, and shall include no days during the month of July unless the social worker agrees.

D. A counselor's or social workers' duties shall be formulated by the BOARD consistent with sound educational practices and after input from the counselors or social workers', but shall not include responsibilities for direct discipline of students or clerical duties of other than an incidental nature.

E. Counselors or social workers with teaching duties:

1. A counselor or social worker who teaches part time shall not teach students whom s/he counsels unless s/he agrees to do so.

2. Those counselors or social workers who teach part-time shall be entitled to the contracted amount of planning time.

3. Those counselors or social workers teaching part-time shall not be placed in the building subbing rotation.

Section 9. Half-Time Teaching Teams

The Superintendent will consider teachers for shared half-time assignments up to a limit of five (5) teams in any one school year. However, the Superintendent at his/her sole discretion may exceed that number.

A. To be considered for a half-time teaching position, a teacher must join with one other teacher currently working in the School District and submit an application and plan for working together to the Superintendent or his/her designee. The plan should include:

1. The names of teachers who will be members of the team, along with their current assignments and certification.

2. The specific times each teacher proposes to work.

3. The proposed curriculum outline which will be utilized.

4. The time joint planning sessions will occur.

Both teachers will fulfill all obligations for Parent Teacher Conferences, Open House, and any other after-school obligations as specified in the Master Contract.

B. Applications and plans must be submitted to the Superintendent for approval no later than the last workday of the first semester. The Superintendent or his/her designee will hold a meeting with each team to clarify the plan submitted and at that time s/he may request additional information. The Superintendent will make a decision on such application and plan by March 15.

C. It is further understood that participating teachers shall accrue full seniority and credit on the salary schedule.

D. It is further understood that it will be the responsibility of each teacher to be informed of any effect of this assignment on their retirement or unemployment benefits.

Section 10. Establishment and Maintenance of Facilities

A. All working stations and lounge areas shall be maintained in a manner consistent with the standard of cleanliness established by the BOARD.
B. The BOARD shall also provide, within a reasonable time and subject to its budgetary limitations, working stations, which are of adequate size and are adequately equipped, heated, and ventilated for the number of students assigned thereto.

C. The BOARD will, subject to its financial limitations, promptly repair broken equipment that is integral to classroom instruction.

Section 11. Faculty Parking

The BOARD shall attempt, subject to its budgetary limitations, to provide adequate and secure parking facilities at all schools, which are reasonably free from hazards.

Section 12. Attendance at Individual Educational Team Meetings

In those instances where s/he deems it necessary, the building principal shall provide a teacher with released time for the purpose of attending meetings of the Individual

Educational Plan (IEPT) Team Committee or Section 504 staffing. It is understood teachers required to attend these meetings will be provided time for full input into such meetings.

Section 13. Confidential Information

Because teachers are in constant receipt of confidential information regarding each student's family background, personal problems and school performance, the parties mutually agree that such information shall always be handled in a responsible manner and released only to authorized personnel.

ARTICLE V
SCHOOL PROGRAM MATTERS

Section 1. Class Size

A. High School

1. No teacher of an academic class shall be responsible for teaching more than one hundred twenty (150) students per day and no single classes shall exceed thirty (30) students except as provided in Article V, Section 1, Subsection F, below.

2. Except as provided in Article V, Section 1, Subsection F, below, special classes shall have the following maximum number of pupils:

Art	25
Band	75
CTE	25
Physical Education	40
Vocal Music	60

CTE classes will be defined as classes currently approved by the Michigan Department of Career Development.

3. The BOARD shall schedule a lifeguard in addition to the classroom teacher, for every swimming class.

B. Middle School

1. No teacher of an academic class shall be responsible for teaching more than one hundred, fifty (150) students per day and no single class shall exceed thirty (30) students except as provided in Article V, Section 1, Subsection F, below.

2. Except as provided in Article V, Section 1, Subsection F below, special classes shall have the following maximum number of students:

Physical Education	40	Band	65
Technical Education	25	Vocal Music	55
Visual Art	25	Home Economics	25

C. Elementary Schools

1. No Kindergarten or First Grade class shall exceed twenty-eight (28) students except as provided in Article V, Section 1, Subsection F, below.

2. No elementary class, Grades 2-5, shall exceed thirty (30) students except as provided in Article V, Section 1, Subsection F, below.

3. The BOARD agrees to ask for voluntary student transfers in the elementary sections, which exceed twenty-eight (28) students in the Kindergarten or First Grade and thirty (30) students in Grades 2-5.

D. Special Education

Special Education students will be distributed equally among the classes, wherever possible.

E. When a teacher is assigned to an academic class or classes which exceed the limitations set forth in Article V, Section 1, Subsection A and B, above, the teacher may meet with the administrator to discuss the reasons for such excess. After such discussion the administrator, at the request of the teacher, will place the reasons in writing.

F. If equalization of class size does not bring class sizes within the limitations set forth in Article V, Section 1, Subsection A, B and C above, the District shall provide additional compensation to the teacher of the class to the extent the overage exceeds twenty (20) school days in a semester.

Elementary:

$ 200 per semester	-	1	Student over
$ 425 per semester	-	2	Students over
$ 700 per semester	-	3	Students over
$1,000 per semester	-	4	Students over

In lieu of compensation, a teacher at the elementary level may opt for an aide as follows:

3 Students Above Limit	Aide 1 hour per day
4 Students Above Limit	Aide 1.5 hours per day

To the extent that elementary levels exceed four (4) over the class size limit, the following compensation and supplemental aide formula shall be followed:

5 Students	$1,325/Semester	+	1 hour aide per day
6 Students	$1,675/Semester	+	2 hour aide per day
7 Students	$2,050/ Semester	+	3 hour aide per day
8 Students	$2,450/Semester	+	4 hour aide per day
9 Students	$2,875/Semester	+	Full Time Aide

Middle School:

$ 33 per semester per period	1	Student over
$ 77 per semester per period	2	Students over
$ 117 per semester per period	3	Students over
$ 158 per semester per period	4	Students over

Classes of a group performing nature shall be compensated as follows:

$ 33 per semester per period	1-3	Students Over Limit
$ 77 per semester per period	4-6	Students Over Limit
$ 117 per semester per period	7-9	Students Over Limit
$ 158 per semester per period	10-12	Students Over Limit

High School:

$ 40 per semester per period	1	Student over
$ 85 per semester per period	2	Students over
$ 140 per semester per period	3	Students over
$ 200 per semester per period	4	Students over

Classes of a group performing nature shall be compensated as follows:

$ 40 per semester per period	1-3	Students Over Limit
$ 85 per semester per period	4-6	Students Over Limit
$ 140 per semester per period	7-9	Students Over Limit
$ 200 per semester per period	10-12	Students Over Limit

At the Middle School and High School levels, for each student overage in excess of four (4) (or twelve (12) for classes of a group performing nature), the per semester respectively, rate at the four (4) person level shall be doubled (i.e., the High School rate for five (5) students in excess of the class size limit shall be $400 per semester; six (6) students, $800 per semester; seven (7) students, $1,600 per semester, etc.).

G. Equalization of Class Size

1. Elementary
   During the first five (5) days of the school year classes of the same elementary grade level(s) within a building shall be made equal to the extent possible. New enrollments as they arrive will be distributed among the classes as not to imbalance class size. Disruptive or certified handicapped students will not be moved pursuant to this provision, Article V, Section 1, Subsection G. 1. The placement of such students will be made cooperatively with the building principal and the teachers at the affected grade level.

2. Middle School/High School

   During the first five (5) days of classes, or during the first five (5) days of classes not commencing at the start of the school year, the BOARD shall equalize like classes scheduled during the same period to the extent possible and consistent with sound educational practices. New enrollments will be distributed to the extent possible and consistent with sound educational practices so as not to imbalance class size.

H. Multi-Age Classes

1. Whenever a teacher is assigned to teach an elementary self-contained class composed of students from two consecutive grade levels, the number of students in that class shall be limited to twenty-five (25).

2. Placement of Students in split classes will be done in accordance with Article V, Section 5, of this Agreement.

I. Class Size Review

The BOARD will provide the FEDERATION with all available class size information at least one week prior to the start of the school year. At the request of the FEDERATION a meeting will be held with the Superintendent or his/her designee to discuss steps that may be taken to modify, reduce or eliminate problems.

J. Academic shall mean all subjects of instruction except those which of necessity or by educational practices are normally of a group performing nature.

Section 2. Curriculum Committees

It is agreed that it is the legal responsibility of the BOARD to determine courses of study. However, the BOARD recognizes that the training, experience, and professional competency of the teaching staff makes such staff an invaluable resource which should be utilized in developing such courses of study. With this end in mind it is agreed that:

Any District-wide or multi-building curriculum committees which are created will be given a clear and specific charge by the Superintendent or his/her designee. Moreover, the subject matter to be studied shall be limited to one specific area unless it is necessary to include other areas in order to comply with the specific charge. It is understood that when such committees complete their specific charge they shall no longer exist.

1. When a Curriculum Committee is created by the Superintendent or his/her designee the FEDERATION will be given a copy of the clear and specific charge and shall appoint three-fourths (3/4) of the teacher representatives on such Committee. Such appointees shall be from the area under study or have expertise in such area. It is understood that the Committee, for good cause, may request the Superintendent to broaden or limit the scope of the clear and specific charge.

2. When such Committee completes its specific charge it shall provide the Superintendent with a written report on the subject matter studied. Such report may include recommendations, provided that they are within the specific charge.

3. Prior to recommending a curriculum change to the Superintendent, the Committee shall afford teachers from the area under study an opportunity to submit recommendations to the Committee.

Section 3. Educational Committees of the State Board of Education and the Intermediate School District

The BOARD may allow teachers to serve on educational committees created by the State Board of Education and the Intermediate School District without loss of pay or charge to their sick and personal leave days.

Section 4. Parent-Teacher Conferences and Open House

A. Dates of Parent-Teacher Conferences

   1. Conferences shall be scheduled during the first or second week following the end of the first marking period of each semester.

a. Elementary
Two (2) afternoon and one (1) evening session per semester.

b. Middle School
One (1) afternoon and one (1) evening session, per semester.

c. High School
One (1) afternoon and one (1) evening session, per semesters.

2. No evening conferences are to be scheduled on Friday.

3. Teachers shall be supplied with the yearly schedule of conference dates no later than Friday of the second week of classes during September of each school year.

4. Each teacher participating in the evening conferences shall receive released time on the Wednesday before Thanksgiving and Friday before Memorial Day.

   For the purpose of released time, student dismissal time shall be the same dismissal time as that used in their respective buildings on Parent-Teacher Conference days. Teachers shall be permitted to leave their buildings after their assignment responsibilities are completed.

5. Each school staff, in collaboration with the principal, may decide by simple majority vote to change the conference dates.

B. Elementary Parent-Teacher Conferences

1. At times when Parent-Teacher Conferences are scheduled during the school day, students will be dismissed for the last four (4) hours of the normal school day. Teachers will be provided with a one (1) hour lunch period and the last three (3) hours will be reserved for Parent-Teacher Conferences.

2. Each teacher whose responsibility includes Elementary students (K-5) shall participate in the evening conference which shall be two and a half (21/2) hours in length.

3. If necessary to ensure that Kindergarten students meet the state requirements of instruction, the District shall provide substitute teachers for Kindergarten teachers.

4. No teacher shall be required to hold more than ten (10) conferences of fifteen

(15) minutes duration each at any morning or afternoon session and no more than ten (10) conferences of fifteen (15) minutes' duration at any evening session. However, no parent who needs or desires an evening conference will be denied that opportunity. Under these circumstances, the teacher will accommodate the parent's request without the need for release time.

a. In the event a parent cannot attend a conference in accordance with the conference schedule, the involved teacher shall make every reasonable effort to meet with the parent at another time.

b. When a K-5 teacher completes all scheduled conferences, his/her work assignment for that morning, afternoon, or evening will be considered fulfilled provided s/he has had prior approval of the conference schedule from the building principal.

c. Written reports to parents are to be limited to four for the year; two of these are to be given in conjunction with Parent-Teacher Conferences. Kindergarten children shall continue to receive a general progress report at the end of the first semester and a narrative report at the end of the school year.

C. Middle School Conferences

1. At times when Parent-Teacher Conferences are scheduled during the day, students will be dismissed at the end of their scheduled half-day (1/2) class period, teachers will have a lunch period and conferences shall begin at the end of the teachers' lunch period and last three (3) hours.

2. Each teacher whose responsibility includes Middle School students (6-8) shall participate in the evening conference session which shall be no longer than three (3) hours.

3. In the event a parent cannot attend or meet with the teacher and such parent desires a conference, the involved teacher shall make every reasonable effort to meet with the parent another time.

D. High School Parent-Teacher Conferences

1. At times when Parent-Teacher Conferences are scheduled during the day, students will be dismissed at the end of their scheduled half-day (1/2) class period, teachers will have a lunch period and conferences shall begin at the end of the teachers' lunch period and last three (3) hours.

2. Each teacher whose responsibility includes High School students (9-12) shall participate in the evening conference session, which shall be no longer than three (3) hours.

3. In the event a parent cannot attend or meet with the teacher and such parent desires a conference, the involved teacher shall make every reasonable effort to meet with the parent another time.

E. Open House (Fall) and District Open House (Winter)

1. Each K-12 building shall have an Open House annually (Fall), and each teacher shall be required to attend such open house, which shall not exceed two (2) hours in length.

2. The building principal shall solicit recommendations from the teachers in his/her building as to the nature and date of the Open House.

3. Each K-12 building shall have a District Open House annually (Winter), and teachers compensated for Appendix C positions shall attend at the request of their administrator which shall not exceed two (2) hours in length.

4. If a teacher is requested in writing by an administrator to attend the District Open House (Winter) (not currently compensated under Schedule C) for the primary purpose of performing professional duties and agrees to do so will receive a $50.00 stipend for an evening event not exceeding two (2) hours. If a teacher receives compensation for the District Open House (Winter) it will not be considered as a fulfillment of an evening obligation, as listed in Article V, Section F. The written request must be given to the teacher five (5) business days prior to the event.

F. After School and Evening Assignments.

It is understood that there will be a mutual effort to assure that teachers will participate in evening activities which are sponsored by the school, parent, or student groups. To that end, teachers will be required to attend two (2) evening events per year.

1. If teachers are requested by administration to attend any additional evening events for the primary purpose of performing professional duties, and agree to do so, and have already fulfilled their attendance at two (2) evening events, they will receive a $50 stipend for each such occurrence.

2. If a teacher is requested in writing by an administrator to attend an evening event(s) for the primary purpose of performing professional duties and agree to do so will receive a $50.00 stipend for an evening event not exceeding two hours. If a teacher receives compensation for an evening event, it will not be considered as a fulfillment of an evening obligation. The written request must be given to the teacher five (5) business days prior to the event.

Section 5. Elementary Pupil Placement

A. The parties mutually recognize that there are many factors to be considered when deciding placement of an elementary student. Such factors include chronological age, school achievement, specific learning deficits and strengths, peer and sibling relations, parental input, physical conditions as well as many others.

B. Class assignments of elementary students for the following school year shall be determined at some time before the close of the current school year. Recommendations as to such determination shall be made at a conference among the receiving and promoting teacher(s).

C. Should a question arise regarding the placement of a specific student, the administrator shall discuss the reasons for such placement with the involved teacher. After the discussion, the administrator, at the request of the teacher, will place the reasons for his/her decision in writing. It is understood that this provision is not subject to the grievance procedure.

Section 6. Accompanists for Music Teachers

Secondary vocal music teachers shall be provided with a qualified piano accompanist for one dress rehearsal per performance and all approved scheduled performances before adult audiences. The accompanist may be a student should one be qualified and available.

Section 7. Curriculum Change Within a Building

Before a proposed change in the instructional program is implemented within a building, the building administrator shall notify the FEDERATION building representative of the details of the intended change. The staff affected may submit written recommendation(s) to the building administrator, who shall upon request meet with the involved teachers to either explore methods of implementing the program or discuss any disagreement(s).

Section 8. Change in Instructional Program & Suspension of Contract Provisions

A. Any change involving the instructional program within a building and the suspension within that building of a contract provision which is necessitated by such change, must be approved by the Superintendent, the building principal, and by two-thirds (2/3) of the staff at that building involved in the change.

B. The staff affected shall be directly involved in the initiation and/or planning stages of the proposed change.

C. If suspension of a contract provision is necessary, the FEDERATION and the building principal shall conduct a vote on such change with the FEDERATION being given the opportunity to first explain any provisions of this Agreement which would have to be suspended in order to implement such change. However, before the vote of the teachers, those sections to be altered or suspended shall be placed in writing by the appropriate administrator and the FEDERATION President and distributed to the affected teachers.

D. An evaluation of the new instructional program shall be submitted to the Superintendent by the building administrator and the teachers involved in the new program. Such evaluation shall be submitted no later than June 1st.

E. If any proposed change in the instructional program is denied by the Superintendent, whose decision shall be final, s/he shall give the reasons for such denial, in writing, to the affected teachers. It is understood that if the proposed change does not receive enough votes, the FEDERATION shall meet with the affected teachers to ascertain the reasons for such failure and shall forward such reasons, in writing, to the building principal and the Superintendent.

F. It is understood that the suspension of such contract provision(s) will not exceed three school years.

Section 9. Voluntary Assistance Program

A program entitled Voluntary Assistance Program (VAP) shall be instituted to provide released time from regular assignments for consultation and/or visitation to take place. This program shall be based on the following guidelines:

A. The BOARD shall allocate funds to provide twenty (20) days of released time. If the level of participation exhausts those funds, the BOARD may provide funds for additional days of released time.

B. The Assistant Superintendent of Student and Academic Services, in cooperation with the FEDERATION, shall develop a roster of tenure teachers who are willing to serve as teacher advisors.

C. The advisor shall work with the requesting teacher in attempting to provide the requested assistance. Appropriate activity may include such steps as observation, discussion, visitation, and/or demonstration.

D. Any teacher may request assistance by filling out the appropriate form, which will be available in every school office, and sending it to the Assistant Superintendent of Student and Academic Services.

E. The teacher requesting assistance shall select a teacher from the roster to provide advisory assistance.

F. Neither the suggestions of the advisor or the requesting teacher's reactions to such suggestions shall be used in any way in the District's formal evaluation.

G. The BOARD and FEDERATION agree that each party has a responsibility to make known to teachers the availability of the Voluntary Assistance Program (VAP) and to encourage teachers to make use of such program.

Section 10. Change of Class Schedule for Special Area Teachers

All schedule changes for special area teachers shall have the prior approval of the administrator. Such changes shall be made only when reasonably warranted and all teachers involved shall receive reasonable prior notice of the change.

Section 11. Multipurpose Room

The parties mutually recognize that elementary multipurpose room(s) were constructed as multi-use facilities and were intended to accommodate a variety of activities. Administrators will schedule the use of this room in a manner that will recognize the regularly scheduled curricular uses of the room and yet also recognize that other uses may occasionally preempt the regular use.

ARTICLE VI
PROFESSIONAL IMPROVEMENT

Section 1. Educational Conference and Staff Development Committee

A. The BOARD and the FEDERATION agree that professional development will be aligned with the district mission and focused on content specific needs as identified by continuous school improvement teams and the District Curriculum Council (DCC).

B. All district mandated professional development (PD) will be structured in a manner to qualify as education credits towards state re-certification. In an effort to utilize and highlight the expertise that exists within the district, professional development may include that which is teacher developed and led, and may be based on areas chosen by the teachers at their school site.

C. Professional development provided by the district with the purpose of introducing a new skill or enhancing an existing skill set may qualify under state law as a "SCECH" (State Continuing Education Clock Hours). PD, including but not limited to staff meetings and school improvement plan committee meetings, organized by the district and held at an off-site location and/or district worksite may qualify as a "SCECH". Where applicable the district shall file the proper paperwork in order for members to receive education credits towards their certification. In order to qualify for SCECHS, a teacher must report to each session on time, sign in, participate in session activities and sign out at the end of the session.

D. The District Curriculum Council will be comprised of secondary Academy Coordinators, middle and elementary School Improvement/Professional Learning Community (PLC) chairs. Teachers may be added ensure grade level and department representation. All members of DCC shall be compensated at a rate of $50 per meeting attended.

E. The District Curriculum Council shall provide training and support for PLC facilitation, instructional practices, review and recommend curriculum material and course proposals, and make recommendations for a minimum of eight (8) hours of district provided professional development.

Section 2. Tuition Reimbursement

A. The BOARD agrees to allocate the sum of $35,000 per year for each contract year for the purpose of reimbursing teachers at the rate of $90 per semester or credit hour for the actual tuition expenses incurred by teachers for academic courses completed.

B. It is understood that the academic courses completed must be towards an M.A., Ed.S., Ed.D., or Ph.D. degree or be within or related to the field in which the teacher is assigned. Academic courses completed must be from an accredited college or university.

C. In order to receive reimbursement for academic courses completed during the preceding contract year, the teacher must still be under contract with the BOARD for the current school year and s/he must submit a transcript of credits to the Department of Employee Services on or before September 30th of the current school year. It is understood that teachers involuntarily laid off shall receive the applicable amount of tuition reimbursement for academic courses completed prior to the end of the present contract year in which they received notice of layoff, provided that they comply with the requirements and time limits set forth above. Payment shall be made within 30 days after the filing deadline.

   Teachers who are on a general leave of absence as provided under Article VII, Section 1, B, may apply for and receive tuition reimbursement under this provision provided that they sign a promissory note that in the event they do not return to the school district the following year they will repay the total amount of reimbursement to the BOARD. Failure of a teacher to repay such amount will result in the reduction of the tuition reimbursement fund by the same amount the following year.

D. In the event the total request for reimbursement exceeds the amount allocated, payments to each teacher shall be reduced in proportion to the amount by which the total request exceeds the allocation.

E. The BOARD agrees to reimburse total expenses for tuition, materials, and mileage of any teacher who, at the BOARD'S specific request and terms, agrees to obtain additional academic training for the purpose of becoming qualified in an area for which the BOARD is having a great deal of difficulty in securing new personnel. This reimbursement is not to be deducted from the allocation mentioned above.

Section 3. Release Time for Speaking Engagements

When educational groups or civic organizations invite a teacher to address them in his/her capacity as a teacher, such teacher shall may be given release time during the school day, not to exceed two (2) days per year for such purpose.

Section 4. Research Projects

Teachers wishing to initiate special research projects involving students or student records shall submit a detailed description of the proposed project to the Superintendent for approval.

The Superintendent shall inform the FEDERATION of any proposed research project involving members of the teaching staff and shall afford the FEDERATION the opportunity to discuss the details of the proposed project before final approval is given.

Section 5. Mentor Teachers

A. Each probationary teacher, mentee, for up to his/her first three (3) years of teaching, will be assigned a mentor. The mentor, who shall be a volunteer, will support the mentee teacher in an informal, collegial fashion.

B. The mentor will be selected by the administrator from among the current tenured bargaining unit members. The selection process will be completed within the first thirty (30) working days of each school year. Should the number of acceptable volunteers be fewer than needed, the administration may solicit retired educators to serve as mentors.

C. Reasons for a volunteer not being selected as a mentor shall be made known upon request to the individual and/or the Federation President. Selection or non-selection to be a mentor is not grievable.

D. The professional mentor/mentee relationship is intended to be confidential. Mentors shall not be involved in the evaluation of the mentee and will have no role in the formal evaluation process as outlined in

E. The mentee shall not be involved in the evaluation of the mentor. Neither the mentor nor the mentee shall participate in a grievance hearing against the other except for cases of misconduct.

F. Where possible, common preparation time may be assigned to the mentor and the mentee. With the approval of the administrator, release time may be arranged for the mentor and mentee to work together.

G. The administrator shall provide the mentor and mentee with training to fulfill their roles.

H. Mentee, mentor, or administrator may request a review of, or end to, the relationship at any time.

I. In order to support a first year mentee, a mentor shall receive a four hundred dollar ($400.00) stipend. In order to support a second year mentee, a mentor shall receive a three hundred dollar ($300.00) stipend. In order to support a third year mentee, a mentor shall receive a two hundred dollar ($200.00) stipend.

ARTICLE VII
LEAVE OF ABSENCE, SICK AND EMERGENCY LEAVE, AND OTHER LEAVES

Section 1. Leave of Absence

Requirements Concerning Leaves of Absence

The following conditions and requirements shall apply to all of the leave provisions in this section except sabbatical and military leave. It is understood that any specific conditions or requirements stated shall take precedence over the following general requirements.

a. It is understood that all leaves shall expire either at the end of the first semester or the end of the school year depending upon when they were granted and the duration of such leaves.

b. When a leave is granted the BOARD shall notify the teacher of such fact and shall specify the expiration date of such leave.

c. When a leave is denied, the teacher shall receive a written statement stating why the leave was refused. However, it is understood that the decision of the BOARD shall be final.

d. A request for a leave must be made no later than sixty (60) days prior to the start of the next school year or the second semester unless the teacher can show that unforeseen circumstances have risen which make a later request necessary.

e. It is understood that a teacher on leave who wishes to return to teaching duties shall notify the BOARD of such fact no later than thirty (30) days prior to the expiration of his/her leave. However, teachers are encouraged to provide as much advance notification as possible.

A. General Leave

It is agreed that leave of absence for the following purpose and under the conditions hereinafter set forth may be granted by the BOARD.

Each tenure teacher may request a leave of absence for any worthwhile purpose for a period not to exceed one (1) year subject to renewal at the discretion of the BOARD for an additional period of one (1) year. Upon the expiration of the leave period granted, the teacher shall be entitled to return to the first job vacancy available for which s/he is qualified, as set forth in ARTICLE III, Section 14, H, of this Agreement.

B. General Leave of Absence for Teachers with 10 or more Years of Experience

1. Each tenure teacher with ten (10) years of service in the Lake Shore Public Schools District shall, upon request, be granted a general leave of absence for any purpose for a period not to exceed one (1) year.

    a. Such leave shall commence at the beginning of the school year, except the BOARD, at its option, may approve the leave at a time other than the start of the school year.

    b. Teachers shall accrue seniority for this one (1) year leave.

2. Upon return from such leave the teacher shall be placed in a position to be determined by the BOARD.

3. It is understood that a teacher who would be identified for layoff shall be eligible for such leave.

C. Child Birth, Adoption, and Family Care Leave

The following requirements shall apply to teachers who seek childbirth or child care leave. These provisions are equally applicable to employees without regard to gender, and apply equally to childbirth and adoption placements, except as provided by FMLA (Family and Medical Leave Act), rule 825.202.

1. The teacher shall submit periodic medical reports as required by FMLA.

2. The teacher shall make every effort to provide thirty (30) days' notice prior to the date the leave is expected to commence. At such time, the teacher will notify the Department of Human Resources when he or she expects to return to work,

as provided for in the schedules in Article VII, Section C, (5) below.

3. The teacher shall be able to utilize sick leave in accordance with ARTICLE VII, Section 3, (including CSLB (Central Sick Leave Bank) leave for medically related leave only) for the period of the leave, not to exceed twelve (12) weeks. If the teacher wishes and so notifies the BOARD thirty (30) days prior to her leaving, she may return to work at the beginning of the next semester according to the following schedule:

   a. Teachers taking a leave commencing June 1 through October 31 will return to work the following January.

   b. Teachers taking a leave commencing from November 1 through May 31 will return to work at the beginning of the following school year.

4. During the period of such leave the teacher's position may be filled by a temporary employee.

5. Upon expiration of either leave described in Article VII, Section 1, C 3, above, the teacher shall be reinstated to his or her former position and shall report to work. The leave will be extended for a reasonable time without pay if the teacher can show that his or her child has encountered an unforeseen medical complication, which requires his or her presence at home.

6. While on leave as described in, Article VII, Section 1, C 3, above the teacher shall retain insurance benefits and credit on the salary schedule for twelve (12) weeks. Seniority shall accrue for the duration of the leave.

7. A teacher who adds a child to his or her family unit, through birth or adoption may request and will be granted a general leave of absence pursuant to the conditions set forth in ARTICLE VII, Section 1, A, of this Agreement for a period not to exceed one (1) year. Such teacher will make every effort to request such leave thirty (30) days prior to the date such leave is expected to commence.

D. Superintendent Leave

The Superintendent shall grant a leave of absence for a period not to exceed twelve (12) weeks to any teacher whose presence at home is essential for the care of his/her children or other family members because of a serious health condition. A request for such leave must be given at least thirty (30) days prior to the date the leave commences unless an emergency situation prohibits such notification. The teacher shall use sick time during the leave to the extent available.

1. During the term of leave under this option, the teacher's position may be filled with a temporary employee.

2. While on such leave, the teacher shall retain all insurance benefits, subject to the terms of the carrier, and shall accrue seniority and credit on the salary schedule.

3. Upon expiration of such short-term leave, the teacher shall be reinstated to his/her former position and s/he shall return to work.

4. It is understood that a teacher shall be granted only one such leave per year, and only two such leaves during the term of employment.

5. To the extent applicable, this leave shall count towards an employee's FMLA leave allotment.

6. No leave under Article VII, Section 1, C and D, above shall exceed the amount of leave available under FMLA.

E. Short Term Leave

Upon written request to and approval by the Superintendent or the Superintendent's designee, each teacher shall be allowed to take not more than twenty (20) days of short term unpaid leave. Each teacher may be granted only one such short term leave in a school year. The short term leave shall be for consecutive days and shall not be days before or after holidays, Parent-Teacher Conference days, or the first or last week of a semester.

While on such short term unpaid leave, the teacher shall retain all insurance benefits, accrue seniority and credit on the salary schedule. While on this short term leave, the teacher's position shall be filled by a substitute teacher. The BOARD agrees to attempt to obtain the same substitute for the entire period of short term unpaid leave.

F. Sabbatical Leave

The BOARD may grant a sabbatical leave in accordance with Appendix D of this Agreement. However, such policy is amended to provide that:

1. A teacher with a Bachelor's Degree may make application for such leave.

2. A teacher shall be eligible to take a sabbatical after completing the minimum number of years required under State law, which is presently seven (7) consecutive years of service with the District.

3. The rate of pay while on sabbatical shall be seventy-five percent (75%) of the teacher's scheduled salary, provided that any other salary or fees earned as a direct benefit of the sabbatical leave or for work done in connection with or made possible by such leave, together with such sabbatical compensation shall not exceed the full amount of the salary s/he would receive if on active staff status.

4. In the event that such other salaries and fees exceed twenty-five percent (25%) of the scheduled salary s/he would receive if on full scheduled salary with this District, the compensation paid by the BOARD shall be reduced to an amount that together with such other salaries and fees would be equal to the full amount of the salary s/he would receive if on active staff status for the period in which the leave is effective.

5. The BOARD shall grant the equivalent of one (1) sabbatical leave per year for graduate study in an advanced degree program or independent research under the provision of the Superintendent or an accredited college or university. It is understood that the advanced degree program or independent research must be directly related to the applicant's current assignment. It is further understood that an applicant under this Subsection must possess a Master's Degree. Sabbatical leave shall not be granted for advanced degrees in administration.

G. Peace Corps and Job Corps

The BOARD may grant a leave of absence for a period of one (1) year and subject to renewal for an additional one (1) year to any tenure teacher who has taught within the School District for three (3) or more years who joins the Peace Corps or Job Corps as a full-time participant in either program. Upon return to teaching for the BOARD, the teacher shall be given credit for such period of leave on the salary schedule then in effect.

H. Military Leave

Any teacher who must leave a teaching position, other than a temporary position, in the District to serve in any branch of the armed services of the United States and who, upon termination of such services: 1) received an honorable discharge; 2) is still qualified and competent to perform the duties of such teaching position; and 3) makes application for reemployment within ninety (90) days of discharge, shall be restored at the beginning of the semester following the application to such teaching position, or to a position of like nature, unless circumstances have so changed as

to make it impossible or unreasonable to do so.

It is further understood that a teacher who is restored to a position in the District shall be considered as having been on leave of absence during his/her period of training and service in the military forces of the United States and s/he shall be restored without loss of status or seniority and shall not be discharged from such position without cause within one (1) year after such restoration.

It is understood that upon reemployment the teacher shall be granted experience credit not to exceed two (2) years on the then existing salary schedule. However, in the event a teacher's tour of duty is extended, through no choice of his/her own, additional experience credit, which is commensurate with the duration of such extended tour of duty, shall be granted.

I. Teaching Assignment in a Foreign Country. A tenure teacher may be granted a leave of absence, without pay, not to exceed a period of two (2) years for the purpose of accepting a teaching assignment in a foreign country. Upon the return to the school district, s/he shall be granted up to two (2) years credit on the then existing salary schedule.

J. Leave of Absence for Professional Improvement

1. A tenure teacher may be granted a leave of absence, without pay, for a period not to exceed one (1) year for the purpose of:

   a. Graduate study beyond permanent certification requirements (complete a minimum of ten (10) semester hours each semester or its equivalent).

   b. Independent research in education or an educationally related field under the supervision of the Superintendent or an accredited college or university.

   c. Educational travel (itinerary must accompany application).

2. If substantial changes in the planned program of the leave as outlined in the approved application are to be made, the teacher shall immediately request approval from the Superintendent.

3. Upon the teacher's immediate return to the School District s/he shall be granted credit for up to one year on the then existing salary schedule.

4. At the expiration of a leave for professional improvement the teacher shall inform the Deputy Superintendent of their intention to return.

5. Not later than sixty (60) days after the teacher returns to the District s/he shall file a written report with the Superintendent. The report shall include the name of institutions attended, courses pursued, credit received, experience gained, or the itinerary of travel, together with the employee's appraisal of the professional value of the activities while on leave. An employee will not be considered as having completed the requirements of the leave until his/her final report has been approved by the Superintendent.

K. Leave of Absence for Union Position

One tenure teacher per year who is appointed or elected to a full time position with the FEDERATION or any organization with which it is directly affiliated shall be granted a leave of absence without pay, for the purpose of accepting such a position. Credit on the salary schedule, not to exceed two (2) years, for such experience shall be granted upon return to the School District.

L. Extended Health Leave. Each tenure teacher may be granted a leave of absence, without pay, due to physical or mental causes. The request shall be in writing and shall be accompanied by a doctor's statement detailing the extent of the illness.

Such leave of absence shall be for a period not to exceed one (1) year, subject to renewal for an additional period of one (1) year.

Upon return from such leave, which shall only be at the beginning of a semester, the BOARD shall place the teacher in a position similar to the position s/he left, if one is available. If no such position is available s/he shall then be placed in another position, to be determined by the BOARD.

M. Teachers may have additional leave of absence rights and responsibilities under the Family and Medical Leave Act of 1993. Copies are available in the Department of Employee Services.

Section 2. Resignations and Leaves of Absence

A. It is mutually understood that each teacher resigning from the School District or requesting a leave of absence is expected to notify the BOARD of any such intention at the earliest possible date so as to facilitate the hiring of replacements.

B. A teacher resigning at the end of the school year may retain all fringe benefits including hospitalization through August by dating the resignation to be effective September 1.

C. A teacher leaving the School District on a leave of absence at the end of the school year automatically retains all fringe benefits including hospitalization through August.

D. It is agreed that any actively-employed, tenured teacher who officially gives notice of resignation from the school district by the third Friday in March will receive $1,500 in his/her final paycheck. This will not include teachers who are on leave of absence or dismissals.

Section 3. Personal Time Off, Sick and Emergency Leave, Jury and Court Leave, Funeral Leave, and Central Sick Leave

Each teacher shall be credited with four (4) Personal Time Off (PTO) and nine (9) Sick and Emergency Leave days per year. After the commencement of the school year a teacher may draw on his/her days for the balance of the school year.

A. Sick and Emergency Leave days may be used only for the following reasons:

1. Personal illness or accident/disability of the teacher.

2. Serious illness of an immediate family member.

3. Teachers own wedding (not to exceed five days). These days cannot be used the first or last week of the semester or on days when Parent-Teacher Conferences are scheduled. The use of these days will require advance notification.

4. Birth or adoption of a child.

5. Transportation failure.

6. House emergency.

7. Family emergency.

8. Religious observance.

9. Funeral for the death of relatives/members of household not indicated in Article VII, Section 3, E, 1, below.

It is understood that all covered under this agreement that choose to use one or more Sick and Emergency Leave days for the express purpose of personal business, agree to have $105 deducted from their pay for each occurrence.

B. Personal Time Off (PTO)

1. PTO days shall not be used to extend a holiday, however in the event that a teacher must use a PTO day to extend a holiday, they agree to have their full daily rate of pay deducted for each day the holiday is extended.

2. If four (4) PTO days are used consecutively, teachers agree to have a total of $105 deducted from their pay for the fourth day.

C. A teacher who works less than a full year shall have his/her leave days prorated to the amount of time worked (1.3 days per month.) In the event a teacher leaves the District prior to the end of a school year and has used more days than s/he has earned, the excess day(s) shall be deducted from the teacher's banked sick leave prior to severance. If there are not a sufficient number of banked days, the excess days will be deducted from his/her last paycheck.

D. At the end of the school year any teacher who has used four (4) or less leave days shall receive $60 per day for each unused leave day. Other teachers shall receive $40 per unused day.

E. Absences resulting directly from on-the-job injuries or illnesses shall not be chargeable to the teacher's leave day allocation. It is understood that the teacher must apply for workers' compensation benefits in order for this to occur.

1. Such non-chargeable injuries or illnesses shall be determined by the individual's eligibility for workers' compensation.

2. Injuries or illnesses shall be reported to the Superintendent as soon as possible but no later than three days after occurrence unless it is physically impossible and further delay is necessary. It is understood that the Superintendent shall have the right to require proof of such injury or illness.

3. Teachers may elect to supplement their workers' compensation benefit by use of their accumulated leave days.

F. Funeral and Bereavement Leave

Each teacher shall be excused from work with pay in the following cases without charge to his/her sick or emergency leave days.

1. Death in the immediate family of the teacher and/or spouse for a period not exceeding five (5) days. Immediate family shall mean spouse, grandparent, parent, in-law, sibling, child, grandchild, daughter-in-law or son-in-law. The use of two (2) of the five (5) days may be deferred for up to four (4) calendar months for business directly related to the death.

2. Death of other relative or member of the household for a period not exceeding one (1) day. Other relative shall be defined as the following relatives: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or the employee's first cousin. The employee, at the request, may utilize a sick/emergency leave day for the death/funeral of persons not specifically listed.

3. Death of a staff member or former staff member. Upon the death of a staff member, teachers in that building will be released from their assigned duties, up to one day, to attend the funeral services. The number of staff released will be determined by the availability of substitutes.

4. It is understood that a teacher, upon returning to work, shall complete and return to the Superintendent a Leave Request Form.

5. It is understood that funeral leave is granted for the purpose of bereavement and the teacher is expected to attend funeral services if they are held and it is reasonably possible to do so.

G. Jury and Court Leave

Each teacher shall be excused from his/her regular assigned duties for jury duty or the attendance of any court pursuant to subpoena provided that legal action was not initiated by the teacher or his/her spouse. S/he shall be paid the difference between his/her regular salary and such amount as s/he may receive as juror or witness fees.

H. Central Sick Leave Bank

1. The Central Sick Leave Bank (CSLB) shall be funded by teacher and BOARD contributions in the following manner:

a. Effective at the commencement of each school year, all teachers shall contribute one (1) day of their current year's Sick and Emergency Leave allocation to the CSLB.

b. When the total number of days in the CSLB drops below twenty-five (25) for the first time during an academic year, teachers will be assessed one additional day each of sick leave. Teachers who have no remaining sick days (in their personal bank or from their regular annual allotment) will be charged one (1) day's pay at their daily rate, or one (1) additional day from their four (4) Personal Time Off days (PTO) 9 sick and emergency days for the next school year, at the teacher's option. If the full amount of teachers' first or second round contribution is not used during one school year, it will be carried over to following years until it is used up.

c. The BOARD shall fund excess days required by the CSLB to the extent that the number of days contributed to the CSLB by teachers is insufficient for any year's usage.

2. A teacher must be out of work due to sickness or injury for at least twenty (20) consecutive days. The twenty (20) days can come from the current year's leave days, personal banked days or unpaid days before s/he is eligible to receive any days from the CSLB.

   It is understood that if a teacher returns to work during the same school year and is subsequently absent because of the same or a directly related sickness or injury, the days of absence shall be considered to have been consecutive if by the terms of the BOARD'S Long Term Disability (LTD) insurance policy such absences would be deemed to have been consecutive for purposes of qualifying for LTD insurance. Any subsequent related absences must be verified by a doctor and the BOARD may exercise its option under Article VII, Section 3, G, 3 d, below, of this provision.

3. A teacher shall make written application, on forms provided by the BOARD, to the Deputy Superintendent when requesting days from the CSLB. Such application must be submitted during the period the teacher is out of work; moreover, it is understood that days may not be drawn from the CSLB until the application and supporting information is received by the Deputy Superintendent and the requirements listed in Article VII, Section 3. G, 4, below have been met. The application shall include the following information.

a. The date the teacher became disabled due to sickness or injury.

b. The date the teacher would begin drawing days from the CSLB.

c. A doctor's statement detailing the extent of the disability and indicating the approximate time the teacher must refrain from working. If surgery is to be performed the doctor must include a statement that there is some immediate necessity that the surgery be performed at the present time.

d. If the BOARD chooses, it may appoint a BOARD physician, at its own expense, to ascertain and verify the doctor's statement in Article VII, Section 3, G 3 c, above.

e. It is agreed that the medical report from the BOARD's physician chosen from Article VII, Section 3, G 3 d, above, shall be final and binding on the parties.

4. Once the teacher has been absent for 20 consecutive days or 20 days for the same illness, and has used a combination of his/her current leave days, personal banked days and/or unpaid days, and has met all of the above application requirements, s/he may begin drawing a day from the CSLB for each consecutive day s/he remains absent from work thereafter due to illness or injury. S/he may continue drawing days from the CSLB until such time as s/he qualifies for LTD insurance as set forth in Article VIII, Section 5, A.

I. It is understood that while a teacher is on unpaid sick leave, LTD, or drawing days from the CSLB, the only fringe benefits that such teacher shall be eligible for are hospitalization insurance, dental insurance, optical insurance, life insurance, and health and accident insurance. It is further understood any future insurance type benefits or other fringe benefits shall automatically be incorporated into this provision. It is further understood that when such teacher returns to work s/he shall be entitled to the same position occupied prior to the illness or disability, provided that s/he has furnished the Superintendent with medical evidence of his/her fitness to resume his/her former duties.

J. Payment for unused leave days shall be made in accordance with Article VII, Section 3, C above. Such payment shall be made in a lump sum on the second paycheck in July, and shall be subject to the following.

1. It is agreed that teachers shall have the option of banking such days, in lieu of payment, which may be accumulated up to a maximum of 90 days.

2. The BOARD shall notify all teachers by May 1st that such option is available and any teacher who does not exercise such option by May 15th shall be considered as having requested payment for any unused leave days.

3. Any teacher who banks days (up to a maximum of 90 days) will be paid for up to 90 such days at 30% of the teacher's last regular daily rate upon termination of service with the District.

4. Any teacher who has accumulated sick days or personal leave days from previous years may draw on such days if the need arises.

Section 4. Absences During Parent-Teacher Conferences and on Record Days

A teacher who is absent due to illness or disability on days scheduled for Parent-Teacher Conferences or the record day shall be given released time upon returning to work for the purpose of performing required duties. A teacher, who is absent on the record day(s) at the end of the school year due to illness or disability and is subsequently required to perform the duties of the record day(s), shall not suffer loss of pay or sick days.

Section 5. Perfect Attendance Bonus

If a teacher has perfect attendance for a school year they will receive one bonus day during the following year. Those days can be used to extend a holiday or be used any time during the year with the exception of parent-teacher conferences or a professional development day. The teacher must notify their building administrator prior to the use of the days to extend a holiday.

Bonus days cannot be rolled over into the following year. Teachers may request a payout of $200 per day if they choose not to use their bonus days. If a teacher only uses their bonus day and does not use any personal days or sick and emergency days, it would be considered perfect attendance for the teacher.

ARTICLE VIII
EMPLOYEE COMPENSATION, FRINGE BENEFITS, AND RELATED MATTERS

Section 1. Professional Salary Schedule

Each teacher shall be compensated for services rendered the district in accordance with the Salary Schedule set forth in Appendix B of this Agreement.

Section 2. Extra-Curricular Programs and Compensation

A. If the BOARD deems it necessary to curtail any extra-curricular program, it will meet with the FEDERATION and give reasons therefore prior to taking any action.

B. Each position in the extra-curricular program shall be posted as follows and such posting will include the general qualifications as determined by the appropriate administrator:

   1. All positions will be posted and filled on a two-year cycle each odd numbered school year.

   2. Each teacher who is currently assigned to the position may reapply for such position when the above postings occur.

   3. When any position is vacated, it shall be posted.

C. All athletic coaching positions will be posted on a districtwide basis for a period of at least five (5) school days. When there is more than one applicant for the position and when such applicants are equally qualified, preference shall be given to the applicant from within the affected building.

D. All other open positions will be posted within the building for at least one (1) week and the teacher selected shall be from that building, except when no qualified applicants are available, in which event the administrator may post the opening throughout the district for a period of one (1) week.

E. All applicants for an extra-curricular position shall be afforded a fair and reasonable interview when there is more than one applicant for the position. Upon request, the administrator will provide an unsuccessful applicant with written reasons for the decision, provided that the applicant has first discussed the matter with such administrator.

F. Academy Coordinators

1. Qualifications

a. Minimum of three (3) years' experience. Experience shall mean years of teaching in the related field plus a total evaluation of the personnel file.

b. M.A. (M.A. in appropriate area preferred).

c. Experience in curriculum enrichment or development.

d. Demonstrated leadership ability.

e. Other outstanding qualities may be substituted for any of the above qualifications.

f. The building administrator shall make his/her selection in a fair and reasonable manner.

2. General Duties

a. Provide curriculum leadership in terms of the development of new course offerings and outlines, student outcomes, materials selection and general improvement of the school's instructional program.

b. Assist the administration and counseling staff with the development and implementation of the master schedule.

c. Provide assistance to teachers within the Academy such as facilitating peer coaching and mentoring activities.

d. Work within the Academy to establish and implement common goals and outcomes for the improvement of the instructional program.

e. Serve as the instructional liaison between the teachers of the Academy and the administration.

f. Call and chair Academy staff meetings as necessary.

g. Maintain complete and accurate inventories of all Academy textbooks, materials, equipment and supplies.

h. Facilitate Academy budget requests and assist in the distribution of textbooks, instructional materials and teacher supplies.

i. Conduct Academy in-service and staff development programs in cooperation with the building administration and/or the Assistant Superintendent for Academic & Student Services.

j. Work cooperatively with the Assistant Superintendent for Academic & Student Services, the District School Improvement Team and other instructional leaders to facilitate building and districtwide coordination of student outcomes and instruction.

k. Academy Coordinators shall not be considered supervisory employees.

3. Duties for Elementary Building Chairman

   Job specifications for an Elementary Building Chairman will be developed cooperatively by the building principal and his/her staff. Prior to implementation they must be submitted to the Department of Education Services for approval.

4. Whenever a position is posted it shall be for a period of at least one (1) week. Moreover, the teachers of that department may submit a written recommendation to the appropriate administrator.

G. No teacher shall be involuntarily removed from his/her position during the term of such program without first having had any specific inadequacies written out and being afforded an opportunity of no less than one (1) month in time to rectify that which may be inadequate, prior to review of his/her performance. It is understood that assignments which are made on a temporary or emergency basis are not subject to this provision.

H. Compensation for Extra-Curricular Programs

1. Compensation for Extra-Curricular programs shall be paid in accordance with the rates set forth in Appendix C.

2. For teachers assigned prior to the school year, payment shall commence no later than the first paycheck in October and shall be spread equally over the remaining pay periods.

3. For teachers assigned after the school year has started, payment shall commence within one full pay period after the assignment has been determined and submitted in due course to the Business Office. Payment shall be spread equally over the remaining pay periods.

Section 3. Extra-Curricular Funds

A. Elementary Extra-Curricular Fund

1. A fund of $15,420 shall be set aside to cover the cost of elementary extra-curricular programs, including compensation for teachers, which are not provided under Appendix C of this Agreement.

2. An Extra-Curricular Committee shall be formed consisting of three (3) elementary teachers appointed by the FEDERATION, and three (3) administrators. The purpose of the Committee is to make recommendations to the Superintendent relative to providing extra-curricular programs for elementary children and compensation for teachers.

B. Secondary Extra-Curricular Fund

1. A fund of $10,000 shall be set aside to cover the cost of secondary extra-curricular programs, including compensation for teachers, which are not provided under Appendix C of this Agreement.

2. An Extra-Curricular Committee shall be formed consisting of three (3) secondary teachers appointed by the FEDERATION, and three (3) administrators. The purpose of the Committee is to make recommendations to the Superintendent relative to providing extra-curricular programs for secondary students and compensation for teachers.

C. The Committee shall formulate its own rules and regulations for the operation of the Committee and establish procedures for the implementation of this provision. Such procedure shall provide for the appearance of some or all applicants before the Committee to explain their request, answer questions, and/or provide further information.

D. The Committee shall make recommendations concerning the type of activity to be performed, cost of the activity, the teacher to perform the activity, and any other information required by the Committee's rules and regulations and/or requested by the Superintendent.

Section 4. Compensation to Full Time Teachers for Substituting

A. Each Elementary, Middle School or High School teacher shall be paid $35 for each class period of substitution during their prep period. Class periods range from (10 to 70) minutes in length.

B. The selection of the full time teachers for substitution within the Middle and High School buildings shall be on a voluntary basis, except when the need for substitutes exceeds the number of volunteers. At which time, it will be done on an hourly alphabetical rotation.

C. When an Elementary teacher must substitute for an Elementary specialist in his/her classroom, s/he shall make a reasonable effort to teach the particular subject for which s/he is required to substitute.

D. Payment for the first 90 student days shall be included in second paycheck in February and payment for the second 90 student days shall be included in the last paycheck in June.

Section 5. Insurance Benefits

Notwithstanding the benefit provisions of the sections below, the terms of any contract or policy issued by a carrier determined by the BOARD thereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. The BOARD, by payment of the premiums required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the plans as described below. The failure of any carrier to provide any of the benefits for which it has contracted for any reason except the negligence of the BOARD shall not result in any liability to the BOARD or the FEDERATION, nor shall such failure be considered a breach of any obligation by either of them. However, the BOARD shall continue to assist employees with the processing of claims and, further, periodically review the carrier's performance of their administration of the policy contracts with the district and advise the carriers when the BOARD or the FEDERATION finds their performance unsatisfactory.

Should the BOARD decide to change a carrier for any of the policies below, the FEDERATION may require an independent consultant selected by the FEDERATION and the BOARD review the proposed change to establish that there would be no reduction in level of benefits.

A. Long Term Disability Insurance

The BOARD agrees to pay the full cost of a group income protection disability

insurance plan with a carrier determined by the BOARD for all teachers after they have worked for at least one (1) day. Such plan shall pay after ninety (90) calendar days of disability as defined in the insurance plan, subject to the terms and conditions of the plan.

1. 70% of the teacher's monthly salary for the first twenty-six (26) weeks of disability following the above ninety (90) day calendar period, not to exceed a monthly cap of $6,000 per month;

2. 66 2/3% of the employee's monthly salary after the above twenty-six (26) weeks period and during the period of disability up to age seventy (70), not to exceed a monthly cumulative maximum cap of $6,000 per month;

3. Annual 3% cost of living adjustments, maximum of five (5) adjustments.

B. Group Term Life Insurance

The BOARD shall pay the full cost of a $50,000 policy of life insurance through an insurance company to be determined by the BOARD for each teacher.

BOARD shall make available to individual teachers the option to purchase from the BOARD'S carrier, under those conditions imposed by the carrier, additional group term life insurance.

C. Hospitalization and Medical Insurance

1. Upon submission of a written application and acceptance by the carrier, the BOARD will provide for all teachers employed for more than half-time (1/2), subject to limitations expressed in, Article VIII, Section 12, and their eligible dependents health insurance benefits that comply with the hard cap limitations of Section 3 of 2011 Public Act 152 (MCL 15.563) or the 80/20 percentage requirements of Section 4 of 2011 Public Act 152 (MCL 15.564). Employees will be able to choose from a high deductible health plan (with the option of contributing to a health savings account) or co-pay based health plans offered by the district health insurance provider as outlined below:

    a. Lake Shore ABC Plan 1 w/0% ABC Rx
    b. Lake Shore ABC Plan 1 w/0% 3-Tier Rx MM
    c. Lake Shore ABC Plan 2 w/20% ABC Rx
    d. Lake Shore CHOICES $500/$1,000 w/20% 3-TIER Rx

    Detailed information on current MESSA BCBS health plans can be found at https://lakeshoredocs.weebly.com/health.html.

2. To be eligible for the above coverage, teachers must be able to meet the “at work” requirement with Lake Shore Public Schools before the above benefits are effective. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.

3. It is the teacher's responsibility to report to the Department of Employee Services any changes in family status within thirty (30) days of such change.

4. The BOARD shall offer to its teachers a Section 125 Flexible Benefits program. This program may provide employees with alternative health care programs, supplemental coverage at the employee’s expense, and the opportunity to participate in flexible spending accounts.

5. Teachers having access to alternative health care coverage may annually refrain from participating in any of the district's hospitalization insurance programs in which case the employee shall receive a payment-in-lieu-of coverage according to the following:

Number of Teachers	Opt out of Heath	Opt out of Health, Dental & Vision
1-41	$1,100	$1,250
42-46	$1,600	$1,750
47-51	$2,100	$2,250
52 or more	$2,600	$2,750

D. Group Term Life Insurance for Retirees

The BOARD shall provide a $15,000.00 policy of life insurance for each teacher who retires and is between the ages of fifty-five (55) and sixty-nine (69) and the BOARD shall provide a $6,000.00 policy of life insurance for each teacher who retires and is age seventy (70) or older. Each retiree who receives benefits under the Michigan School Employees Retirement System or Social Security, and who has been employed by the BOARD for at least ten (10) years shall be eligible for said insurance. This benefit will not be provided for new employees hired for the 1994/95 school year and thereafter.

E. Dental Insurance

The BOARD will pay the full premium on dental insurance for each full time or half-time teacher and their eligible dependents through an insurance company determined by the BOARD. Detailed information on health plans can be found at: https://lakeshoredocs.weebly.com/dentalvision.html

F. Vision Insurance

The BOARD will provide maximum benefits to the bargaining unit and eligible family members during any period of twelve (12) consecutive months. Detailed information on health plans can be found at:

https://lakeshoredocs.weebly.com/dentalvision.html

The provision of insurance shall be subject to limitations contained in the insurance policy.

Section 6. Tax Sheltered Annuities

A. The BOARD agrees to make tax sheltered annuities available to teacher.

B. The teacher's choice of carrier or company will be honored by the BOARD. This unlimited choice of companies' language will be reviewed annually during the month of November.

C. Each employee who participates in the tax sheltered annuity program and each participating service provider must complete the standardized forms and adhere to all such provisions therein. Written authorization for deductions or changes in the amount to be deducted shall be submitted to the Payroll Department on the required forms. The Payroll Department shall transfer the authorized funds to the appropriate company in a timely fashion. Payroll deductions shall continue until written notice is submitted to the Payroll Department on the standardized form indicating a termination of such deductions.

D. Lists of staff names, addresses and phone numbers shall not be provided to insurance agents by the District except as what may be required by law.

Section 7. Severance Pay

A. Each teacher who has accumulated sick or personal leave days shall be eligible for severance pay upon termination of service through death, retirement, or other reason according to the following provision:

   Any teacher who banked leave days (up to a maximum of ninety (90) days shall, upon termination of service with the District, be paid for such days at the rate of 30% of the teacher's last regular daily rate.

B. Any teacher who resigns (effective date) without giving at least thirty (30) calendar days' notice prior to the start of a school year or without at least sixty (60) calendar days' notice after the start of a school year forfeits their right to severance pay. Exceptions will be made in the event of the employee's death or serious illness. The Superintendent may also waive this requirement for other reasons at his sole discretion.

Section 8. Severance Pay Prior to Severance

A. Any teacher may request payment for accumulated leave bank days (up to thirty (30) prior to severance.

B. A teacher's request for payment must be submitted in writing to the Payroll Department. Payment will be made in a lump sum within thirty (30) days of receipt of the request.

C. The method employed for calculating the amount to be paid will be 75% of the amount as specified in ARTICLE VIII, Section 7, of this Agreement.

D. It is understood that once payment is made, the days paid will be deducted from their bank and can no longer be used for sick leave purposes.

E. Days accumulated subsequent to the payment will not be eligible for severance pay.

Section 9. Pay Period

A. Each teacher shall have the option of receiving his/her salary in twenty-one (21) or twenty-six (26) installments, on a bi-weekly basis.

B. LSFT members shall all be required to enroll in the Direct Deposit payroll program.

C. Once the teacher chooses an option for receiving his/her salary in twenty-one (21) or twenty-six (26) installments on a bi-weekly basis, no change shall made during the school year in which the option was chosen (Internal Revenue Service Ruling).

D. Any teacher who requests to change the number of pays for the following year must do so in writing, and submit the request to the Payroll Department no later than two (2) weeks prior to receiving the first pay in September.

E. In any given school year where there are twenty-seven (27) payday Friday, a teacher must elect:

1. To have their pay spread over 27 pays

2. To have their pay spread over 22 pays

3. To skip the first payday in September of that school year

Section 10. Daily Rate of Pay

A. It is understood that a teacher's daily rate of pay shall be based on the total number of work days per school year as set forth in Appendix A.

B. It is further understood that if a teacher begins teaching in a school year that has already started, or does not finish a school year, his/her total salary for that year shall be prorated to the amount of time worked in relation to the total number of work days as set forth in Appendix A.

C. It is further understood that this provision shall not apply in computing severance pay under ARTICLE VIII, Section 7 and 8 of this Agreement.

Section 11. Transportation

A. Each teacher who is required to use his/her personal automobile will be paid at the end of each semester upon submission of a voucher to the Business Office at the current Internal Revenue Service standard mileage rate for all miles necessarily traveled in the course of performing his/her regularly assigned duties.

B. Any teacher who has a work assignment in more than one building shall not be required to transport between those buildings equipment that s/he may use in carrying out that assignment.

Section 12. Fringe Benefits for Part-Time Employees

A. Each teacher who is employed more than half-time shall receive the same fringe benefits as full-time teachers except that the number of leave days shall be prorated to the amount of time worked.

B. For each teacher employed less than full-time if s/he wishes to participate in Group Term Life Insurance, Hospitalization and Health Insurance, Vision and Dental Insurance benefits shall pay the difference in premium(s) in accordance with rules and regulations established by the District.

C. Each part-time teacher who is employed for five weeks or less of either semester and who has not signed a contract for the following semester shall receive no fringe benefits.

D. The number of sick, emergency, and personal leave days that any part-time teacher receives shall be determined by that fraction of a full workload which is carried by the part-time teacher, except that funeral leave and court and jury leave shall not be reduced.

Section 13. Personal Property Loss Fund

A. The BOARD agrees to establish a fund of $500.00 to be used in settling claims of teachers for loss or damage to their personal property brought to their work location to be used in their work assignment, if prior written notification has been given to the administrator, or if it is required in a teacher's assignment.

B. The claim shall be filed with the Superintendent setting forth the extent of the loss or damage, the absence of the employee's negligence and lack of insurance coverage.

C. If the total claims for the year exceed the fund, each shall be covered on a prorated basis.

D. Personal property shall not include cash. Also, all claim settlements shall be based on fair market value and no claim shall be filed on a loss less than $5.00.

Section 14. Selection of Teachers for Summer School

It is mutually agreed that the following procedure shall be followed for K-12 Summer School teachers to be selected from the Lake Shore Public Schools district.

A. Applications shall be made to the Department of Employee Services on forms provided. Applications will be accepted according to instructional level: Senior High, Middle School, Upper Elementary, and Primary.

B. If there are more qualified applicants (State Certification) than there are positions to be filled, preference shall be given in the following order:

   1. Teachers who are properly certified to teach in the general subject area within the appropriate instructional level.

   2. Teachers who have taught in the Summer School program for the most consecutive years including the previous summer.

   3. Above factors being equal, preference shall be given to the teacher with senior service in the Lake Shore Public Schools district.

Section 15. Compensation for Co-op Student Coordination

It shall be understood the following schedule shall be followed for the compensation of the teachers appointed to coordinate student co-op placement and supervision outside of normal working hours.

A. Maximum compensation paid per co-op student assigned shall be based upon the following formula: Teacher's annual base salary divided by 6 divided by 30 and multiplied by the number of students assigned.

B. It is understood the maximum compensation formula will apply only to the number of students placed prior to 4th Wednesday and remaining in the co-op program at the end of the school year.

C. The compensation rate paid for students placed after the 4th Wednesday will be 25% of the formula for each student added or remaining in the program during the periods ending December 31, March 31, and June (end of year).

D. Compensation for Co-op Coordinator shall be paid in two installments: the first being the second pay in February; and, the second at the end of the school year.

Section 16. Music Teacher's Equipment

Music teachers shall not be required to move pianos used in more than one teaching station in the same building.

Section 17. Academic Freedom

A. The parties seek to educate young people to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, Bill of Rights, and laws of the land, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teachers and students is encouraged.

B. Freedom of individual conscience, association and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

C. Teachers should address themselves to the social issues of the times. However, it is imperative that when doing so they present both sides of controversial issues and topics, citing references and authorities. Moreover, in all cases, the selection of materials and speakers and methods of presentation must be within BOARD policies, the provisions of this Agreement, and common decency.

Section 18. Release Time for Voluntary Middle School (Grade 6) Camping Program

Each teacher who volunteers for the Middle School (Grade 6) Camping program shall be given a minimum of one (1) day's release time to prepare for the scheduled program. The day of released time shall be decided by the administrator(s) and teacher(s) involved.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 1. Definition

A grievance shall mean a complaint by a teacher, group of teachers, or the FEDERATION, in its own name, alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement or any policy, rule, regulation, or practice. It is understood that the term grievance shall not apply to:

a. The termination of service or failure to re-employ any teachers.

b. Any matter for which another remedial procedure is prescribed by law or any rule or regulation of any State administrative agency.

c. Any BOARD policy, rule, regulation, or practice not involving wages, hours, and other terms and conditions of employment.

Section 2. Procedure

A. **Step One.** A teacher may present his/her complaint to the appropriate administrator within eleven (11) school days, but in no event later than June 30, of the current school year, after s/he has been aggrieved by a presently occurring incident or condition which is the basis for his/her complaint. The administrator shall schedule a conference to attempt to resolve the complaint within five (5) school days after s/he has received such a complaint. A written decision on the matter shall be given to the teacher and FEDERATION within five (5) school days following the conference.

B. **Step Two.** If the aggrieved teacher desires to pursue his/her complaint further, s/he must appeal in writing to the Superintendent within five (5) school days after receiving a copy of the decision rendered under Step One of this procedure. The Superintendent or his/her designated representative shall schedule a conference to attempt to resolve the complaint within five (5) school days after the appeal is received. A written decision on the matter shall be given to the teacher and FEDERATION within five (5) days following the conference.

C. **Step Three.** If the aggrieved teacher desires to pursue his/her complaint further, s/he must appeal to the FEDERATION, which will decide whether or not to take the complaint to arbitration. If the complaint does proceed to arbitration, the following rules shall, be observed:

1. The FEDERATION shall file with the BOARD and the American Arbitration Association a Demand for Arbitration within fifteen (15) school days after receiving a copy of the decision rendered under Step Three of this procedure.

2. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply to the proceedings except as otherwise provided herein.

3. Streamlined arbitration shall be used whenever requested by the FEDERATION following the rules and regulations of the American Arbitration Association as outlined in document AAA6-20M-1/88. However, no more than two (2) grievances may be submitted to streamline arbitration in any one (1) semester.

4. The Arbitrator shall render his/her award, which shall include a written opinion, no later than thirty (30) days after the date on which the hearings were concluded, or if oral hearings were waived, then from the date of transmitting the final statements and proofs to the Arbitrator.

5. The award of the Arbitrator shall be accepted as final and binding on the FEDERATION, its members, the teacher or teachers involved, and the BOARD. There shall be no appeal from an Arbitrator's decision if said decision is within the scope of the Arbitrator's authority as is described below, or if no fraud, collusion or duress is present. The FEDERATION shall not then, by any other means, attempt to bring about a different resolution of the grievance.

6. It shall be the function of the Arbitrator, and s/he shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of any of the terms of this Agreement.

    a. S/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her powers shall be limited to deciding whether the BOARD has violated, misinterpreted, or misapplied any of the express terms of this Agreement. It is understood that any matter which is not specifically set forth in this Agreement shall not be subject to arbitration.

    b. He shall have no power to decide any question which under this Agreement

is within the authority of the BOARD to decide.

c. He shall have no power to award monetary damages.

d. He shall have no power to render a decision based upon the law, as expressed by the Legislature and the courts.

7. If the BOARD disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine whether s/he has jurisdiction to act, and if s/he finds that s/he has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.

8. The BOARD shall not be required to pay back compensation for more than eleven (11) days prior to the date the grievance was filed. However, this provision may be waived if a grievance occurs during the summer months when school is not in session, provided that the teacher has acted in good faith and neither the teacher nor the FEDERATION has been negligent in pursuing his/her claim.

   No decision in any one case shall require retroactive adjustment compensation in any other case.

9. The fees and expenses of the Arbitrator shall be shared equally by the BOARD and the FEDERATION. All other fees and expenses including administrative fees, shall be assessed according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

10. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be arbitrable.

Section 3. General Provisions

A. The FEDERATION may have a representative present at each step of the grievance procedure who may represent an employee and act in his/her place, with his/her consent. The appropriate administrator, upon receiving a grievance, shall notify the FEDERATION as to the day, time and place of the conference, and no step of the grievance procedure shall be conducted in the absence of the FEDERATION unless the FEDERATION, in writing, has waived its right to be present or fails to attend the conference.

B. Each grievance or appeal shall, on forms printed by the BOARD and available through the FEDERATION, set forth specifically or by reference to the original grievance, who the grievant is, what provision of this Agreement or policy, rule, regulation, or practice is alleged to have been violated, misinterpreted, or misapplied by appropriate reference, when it happened, where it happened, the allegation of the grievant himself, and the relief requested.

C. At any conference under this grievance procedure, the teacher, FEDERATION, and BOARD, may have present any and all witnesses they desire. If any party is to be represented by legal counsel, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.

D. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, if an administrator fails to call a conference within the specified time limits the grievance shall then automatically proceed to the next step. If the Superintendent or his/her designee shall fail to hear a grievance within the specified time limits as prescribed in Article IX, Section 2, B of this Agreement, the grievance shall be awarded in favor of the aggrieved party. Nothing in this provision shall prevent the parties from extending the specified time limits by mutual agreement, which shall be expressed in writing.

E. A grievance shall always be filed at that step of the grievance procedure where the authority to render a decision on the grievance. It is understood that the FEDERATION may file an emergency type grievance with the appropriate administrator in which event a conference shall be called and a decision rendered as soon as possible. An emergency type grievance shall be defined as one in which an immediate decision is essential to the aggrieved party.

F. Any conference which may be held under the grievance procedure shall be conducted before or after school hours, except where mutually agreed to the contrary, and at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each teacher who is a party or witness shall be excused from his/her regular duties, with pay, to attend such a conference or hearing.

G. Each conference conducted under the grievance procedure shall be conducted as a private conference insofar as it does not violate the provisions of any Open Meetings Act which is now or may hereafter be in effect. Attendance at such conferences shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance.

H. No grievance or decision rendered on a grievance shall be placed in a teacher's personnel file, nor shall it become a part of the minutes of any Board of Education meeting, except as to reference by number.

I. Once a grievance has been filed, no administrator or member of the Board of Education shall, upon his/her own initiative, attempt to discuss that grievance with the teacher(s) involved at a time other than during conferences or hearings provided for in the grievance procedure.

J. Any individual employee may present grievances to his/her supervisor and have the grievance adjusted, without intervention of the bargaining representative, provided that the bargaining representative has been given an opportunity to be present at such adjustment, but should the adjustment be inconsistent with the terms of this Collective Bargaining Agreement or any policy, rule, regulation, or practice, the FEDERATION may, in its own name, appeal that decision at the step of the grievance procedure immediately following the step where the grievance was temporarily resolved.

K. An Administrative Intern shall have no authority to render a decision on a grievance at any step of this procedure.

ARTICLE X
DURATION, SEVERABILITY, AND PUBLIC ACT 103

Section 1. Duration of Agreement

A. This Agreement shall be effective as of September 1, 2021 for a term of one (2) years and shall expire at 11:59 p.m., Eastern Standard Time on August 31, 2023.

B. The parties agree to undertake negotiations for a new Collective Bargaining Agreement no later than February 1, 2023.

Section 2. Severability

This Agreement and each of its terms and conditions are subject to the laws of the United States and the State of Michigan in all respects. In the event that any provision is held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the United States or the State of Michigan, such determination shall not invalidate the remaining unaffected provisions of this Agreement. The parties agree that thereafter they shall meet and bargain on proposed new language relating directly to the subject matter of the provision, which was severed.

Section 3. Public Act 103 of 2011

This Agreement and each of its terms and conditions are subject to the laws of the United States and State of Michigan in all respects. In the event that any provision is held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the United States or the State of Michigan, such determination shall not invalidate the remaining unaffected provisions of this Agreement. The parties agree that thereafter they shall meet and bargain on proposed new language relating directly to the subject matter of the provision, which was severed. Certain provisions of this agreement may be affected by 2011 PA 103. The Employer reserves the right to contend that a clause or section is not enforceable as a consequence of that statute. The Union reserves the right to disagree.

ARTICLE XI
MAILING ADDRESS FOR NOTICES

Mailing Address for Notices

The notice requirements of any provision of this Agreement shall be deemed satisfied upon mailing by First Class mail to the following respective addresses of the parties. In the event that either party shall desire to change the address for such notices, s/he shall furnish to the other a written notice of such change.

Board of Education
Lake Shore Public Schools
28850 Harper
St. Clair Shores, MI 48081

Lake Shore Federation of Teachers 1465
15300 Ten Mile Road
Eastpointe, MI 48021

ARTICLE XII
RATIFICATION

Section 1. Ratification

IN WITNESS WHEREOF, we have set our hands to this agreement with intent that the execution hereof shall be deemed to be complete as of July 1, 2021.

BOARD OF EDUCATION
LAKE SHORE PUBLIC SCHOOLS

SHARON BARTL, PRESIDENT

ELIZABETH MUNGER, SECRETARY

LAKE SHORE FEDERATION OF TEACHERS
Local 1465, American Federation of Teachers

FRED SHAHEEN, PRESIDENT

KAREN KARCZEWSKI, SECRETARY

APPENDIX A
School Calendar - 2021/22 School Year

Each teacher shall spend at least one ½ day in classroom preparation prior to the start of school, Appendix A, Supplement, B, in this Agreement.

Wednesday	September 1	Teacher Professional Development (Half Day)
Thursday	September 2	Teacher Professional Development (Full Day)
Friday	September 3	Breaks and Holidays (No School)
Monday	September 6	Labor Day (No School)
Tuesday	September 7	First Day Students (Half Day) - Teachers (Full Day)
Wednesday	September 15	Early Release - Teacher PLC
Monday	September 20	Teacher Professional Development (No School)
Wednesday	September 29	Early Release - Teacher PLC
Wednesday	October 13	Early Release - Teacher PLC
Thursday	October 14	KMS and Elementary (Half Day) for P/T Conferences
Friday	October 15	Elementary (Half Day) P/T Conferences
Thursday	October 21	Lake Shore High School P/T Conferences (Half Day)
Wednesday	October 27	Early Release - Teacher PLC
Tuesday	November 2	Election Day - Teacher Professional Development (No School)
Friday	November 12	KMS (Half Day) Half Day Records Day
Wednesday	November 17	Early Release - Teacher PLC
Wednesday	November 24	Half Day before Holiday Break (P/T Conference Night)
Thursday	November 25	Thanksgiving Recess, Holiday Break (No School)
Friday	November 26	Thanksgiving Recess, Holiday Break (No School)
Monday	November 29	School Resumes
Wednesday	December 1	Early Release - Teacher PLC
Friday	December 3	Elementary (No School) Records Day
Wednesday	December 15	Early Release - Teacher PLC
Friday	December 17	Last Day before Holiday Break
Monday	December 20	Holiday Break Begins
Tuesday	January 4	Teacher Professional Development (No School)
Wednesday	January 5	School Resumes
Monday	January 17	MLK Day (No School)
Wednesday	January 19	Early Release - Teacher PLC
Friday	January 28	End of Semester
Friday	January 28	KMS (No School) Full Records Day
Wednesday	February 2	Early Release - Teacher PLC
Wednesday	February 16	Early Release - Teacher PLC
Friday	February 18	Mid-Winter Break (No School)
Monday	February 21	Mid-Winter Break (No School)
Tuesday	February 22	Teacher Professional Development (No School)
Wednesday	February 23	School Resumes
Wednesday	March 2	Early Release - Teacher PLC
Monday	March 14	Teacher Professional Development (No School)
Wednesday	March 16	Early Release - Teacher PLC
Friday	March 18	Elementary (Half Day) Half Day Records
Thursday	March 24	KMS and Elementary (Half Day) P/T Conferences
Friday	March 25	Elementary (Half Day) P/T Conferences
Thursday	March 31	Lake Shore High School (Half Day) P/T Conferences
Monday	April 4	Spring Break Begins (No School)
Monday	April 11	School Resumes
Friday	April 15	Good Friday (No School)
Wednesday	April 20	Early Release - Teacher PLC
Wednesday	May 4	Early Release - Teacher PLC
Wednesday	May 18	Early Release - Teacher PLC
Friday	May 27	Half Day before Holiday Break
Monday	May 30	Memorial Day (No School)
Wednesday	June 1	Early Release - Teacher PLC
Thursday	June 16	Last Day for Students (Half Day) – Teachers (Full Day)
Friday	June 17	Teacher Professional Development (No School)

APPENDIX A
School Calendar - 2022/23 School Year

Each teacher shall spend at least one ½ day in classroom preparation prior to the start of school, Appendix A, Supplement, B, in this Agreement.

Wednesday	August 31	Teacher Professional Development (Half Day)
Thursday	September 1	Teacher Professional Development (Full Day)
Friday	September 2	Breaks and Holidays (No School)
Monday	September 5	Labor Day (No School)
Tuesday	September 6	First Day Students (Half Day) - Teachers (Full Day)
Wednesday	September 14	Early Release - Teacher PLC
Monday	September 19	Teacher Professional Development (No School)
Wednesday	September 28	Early Release - Teacher PLC
Wednesday	October 12	Early Release - Teacher PLC
Thursday	October 13	KMS and Elementary (Half Day) for P/T Conferences
Friday	October 14	Elementary (Half Day) P/T Conferences
Thursday	October 20	Lake Shore High School P/T Conferences
Wednesday	October 26	Early Release - Teacher PLC
Monday	November 7	Teacher Professional Development (No School)
Tuesday	November 8	Election Day (No School)
Wednesday	November 16	Early Release - Teacher PLC
Wednesday	November 23	Half Day before Holiday Break (P/T Conference Night)
Thursday	November 24	Thanksgiving Recess, Holiday Break (No School)
Friday	November 25	Thanksgiving Recess, Holiday Break (No School)
Monday	November 28	School Resumes
Wednesday	November 30	Early Release - Teacher PLC
Friday	December 2	Elementary (No School) Records Day
Wednesday	December 14	Early Release - Teacher PLC
Friday	December 16	Last Day before Holiday Break
Monday	December 19	Holiday Break Begins
Tuesday	January 3	Teacher Professional Development (No School)
Wednesday	January 4	School Resumes
Monday	January 16	MLK Day (No School)
Wednesday	January 18	Early Release - Teacher PLC
Friday	January 27	End of Semester
Friday	January 27	KMS (No School) Records Day
Wednesday	February 1	Early Release - Teacher PLC
Wednesday	February 15	Early Release - Teacher PLC
Friday	February 17	Mid-Winter Break (No School)
Monday	February 20	Mid-Winter Break (No School)
Tuesday	February 21	Teacher Professional Development (No School)
Wednesday	February 22	School Resumes
Wednesday	March 1	Early Release - Teacher PLC
Monday	March 13	Teacher Professional Development (No School)
Wednesday	March 15	Early Release - Teacher PLC
Friday	March 17	Elementary (Half Day) Half Day Records
Thursday	March 23	KMS and Elementary (Half Day) P/T Conferences
Friday	March 24	Elementary (Half Day) P/T Conferences
Thursday	March 30	Lake Shore High School (Half Day) P/T Conferences
Monday	April 3	Spring Break Begins (No School)
Monday	April 10	School Resumes
Wednesday	April 19	Early Release - Teacher PLC
Wednesday	May 3	Early Release - Teacher PLC
Wednesday	May 17	Early Release - Teacher PLC
Friday	May 26	Half Day before Holiday Break
Monday	May 29	Memorial Day (No School)
Wednesday	May 31	Early Release - Teacher PLC
Thursday	June 15	Last Day for Students (Half Day) – Teachers (Full Day)
Friday	June 16	Teacher Professional Development (No School)

APPENDIX A
SUPPLEMENT

A. Each teacher will be responsible for participating in eighteen (18) early release days for the purpose of working in Professional Learning Communities (PLC).

   Each PLC early release will be ninety (90) minutes in length and may be held consecutively on the same day.

   All twenty-seven (27) hours of PLC time will count as Professional Development.

   Three hundred and sixty (360) minutes of School Improvement time will count as Professional Development time for purposes of this Article, Appendix A, Supplement.

B. It is the professional responsibility of each teacher to have his/her classroom and instructional program ready for the first day of instruction. This will include, but not be limited to, classroom bulletin boards, lesson preparation, and preparation of student materials.

   Each teacher shall spend at least one half-day (1/2) in classroom preparation prior to the start of school.

APPENDIX B
Teacher Salary Schedule 2021-22

All hired 2013-14 year and later

STEP	BA	BA 18+	MA	MA2 & EDS	EDD & PHD
2	$39,000	$40,000	$42,000	$43,500	$45,000
3	$40,250	$41,250	$43,250	$44,750	$46,250
4	$41,750	$42,750	$44,750	$46,250	$47,750
5	$43,500	$44,500	$46,500	$48,000	$49,500
6	$44,500	$45,500	$48,000	$49,500	$51,000
7	$45,500	$46,500	$49,500	$51,000	$52,500
8	$46,500	$47,500	$51,000	$52,500	$54,000
9	$47,500	$48,500	$52,500	$54,000	$55,500
10	$49,000	$50,000	$55,000	$56,500	$58,000
11	$50,000	$51,000	$56,500	$58,000	$59,500
12	$51,000	$52,000	$58,000	$59,500	$61,000
13	$52,000	$53,000	$59,500	$61,000	$62,500
14	$53,000	$54,000	$61,000	$62,500	$64,000
15	$54,000	$55,000	$63,000	$64,500	$66,000
16	$55,000	$56,000	$64,500	$66,000	$67,500
17	$56,000	$57,000	$66,000	$67,500	$69,000
18	$57,000	$58,000	$67,500	$69,000	$70,500
19	$58,000	$59,000	$69,000	$70,500	$72,000
20	$60,000	$61,000	$71,500	$73,000	$74,500
21	$61,000	$62,000	$73,000	$74,500	$76,000
22	$62,000	$63,000	$74,500	$76,000	$77,500
23	$64,000	$65,275	$81,500	$83,000	$84,500

- All teachers hired in the 2013-14 school year and later are placed on this salary schedule.
- Step increase (if applicable) from 2020-21 step placement.

APPENDIX B
Teacher Salary Schedule 2021-22

All hired during the 2012-13 year or earlier

STEP	BA	BA 18+	MA	MA2 & EDS	EDD & PHD
C	$48,264	$50,552	$53,750	$55,523	$57,023
D	$51,142	$53,700	$57,296	$58,980	$60,480
E	$52,642	$54,700	$60,296	$60,914	$62,414
F	$54,122	$55,994	$62,645	$63,039	$64,539
G	$55,622	$57,244	$64,994	$65,289	$66,789
H	$57,276	$58,423	$66,512	$67,420	$68,920
I	$58,626	$59,773	$69,012	$69,920	$71,420
J	$59,977	$61,177	$70,857	$72,544	$74,044
K	$60,977	$62,177	$73,857	$75,253	$76,753
L	$62,096	$63,336	$76,247	$77,961	$79,461
M	$64,000	$65,275	$81,500	$83,000	$84,500

- All teachers hired in the 2012-13 school year and earlier are placed on this schedule
- Step increase (if applicable) from 2020-21 step placement.

- Effective with the start of the 2021-22 school year, all newly hired GSRP instructors will be classified as non-unit staff, and subject to the terms of employment as non-unit personnel as defined by the district.
- All Federation staff hired on or before June 12, 2021 who meet GSRP certification requirements, may be assigned to a GSRP teaching assignment.
- Federation staff who indicate GSRP as their preferred teaching assignment, shall be given first consideration when filling a vacancy in GSRP assignments, with priority given to staff with experience in GSRP.
- Any qualified teacher hired on or before June 12, 2021, who are placed in a GSRP assignment will follow the calendar and salary schedule set forth in the Collective Bargaining Agreement.
- Federation staff hired on or before June 12, 2021 who are assigned to GSRP understand that due to the requirements of the program daily prep time as outlined in the contract does not meet program guidelines. Therefore, Federation teachers will be provided preparation time consistent with GSRP program expectations.
- Federation staff assigned to GSRP shall be provided 30 minutes of duty-free lunch. If a Federation teacher is required to forgo their duty free lunch, they shall be compensated at rate of $15 per occurrence.

For the 2021-22 school year the Board shall provide Experience Pay to each teacher for years of service with Lake Shore Public schools according to the following:

Years of Service	Amount
Ten (10) to fifteen (15)	$1000
Sixteen (16) to twenty (20)	$1125
Twenty-one (21) to Twenty-five (25)	$1250
Twenty-six (26) or more	$1500

Total years of service will be prorated to reflect paid work days as a Lake Shore employee. The district will provide a report to all eligible LSFT teachers indicating their additional pay amount no later than November 1, 2021.

Experience pay shall be issued in one (1) installment on the first pay in December 2021. Members receiving Experience Pay may have it placed in a district pre-tax plan (HSA/403b) upon request.

APPENDIX B
Teacher Salary Schedule 2022-23

All hired 2013-14 year and later

STEP	BA	BA 18+	MA	MA2 & EDS	EDD & PHD
3	$40,250	$41,250	$43,250	$44,750	$46,250
4	$41,750	$42,750	$44,750	$46,250	$47,750
5	$43,500	$44,500	$46,500	$48,000	$49,500
6	$44,500	$45,500	$48,000	$49,500	$51,000
7	$45,500	$46,500	$49,500	$51,000	$52,500
8	$46,500	$47,500	$51,000	$52,500	$54,000
9	$47,500	$48,500	$52,500	$54,000	$55,500
10	$49,000	$50,000	$55,000	$56,500	$58,000
11	$50,000	$51,000	$56,500	$58,000	$59,500
12	$51,000	$52,000	$58,000	$59,500	$61,000
13	$52,000	$53,000	$59,500	$61,000	$62,500
15	$54,000	$55,000	$63,000	$64,500	$66,000
16	$55,000	$56,000	$64,500	$66,000	$67,500
17	$56,000	$57,000	$66,000	$67,500	$69,000
18	$57,000	$58,000	$67,500	$69,000	$70,500
19	$58,000	$59,000	$69,000	$70,500	$72,000
20	$60,000	$61,000	$71,500	$73,000	$74,500
21	$61,000	$62,000	$73,000	$74,500	$76,000
22	$62,000	$63,000	$74,500	$76,000	$77,500
23	$64,000	$65,275	$83,000	$84,500	$86,000

- All teachers hired in the 2013-14 school year and later are placed on this salary schedule.
- Step increase (if applicable) from 2021-22 step placement.

APPENDIX B
Teacher Salary Schedule 2022-23

All hired during the 2012-13 year or earlier

STEP	BA	BA 18+	MA	MA2 & EDS	EDD & PHD
D	$51,142	$53,700	$57,296	$58,980	$60,480
E	$52,642	$54,700	$60,296	$60,914	$62,414
F	$54,122	$55,994	$62,645	$63,039	$64,539
G	$55,622	$57,244	$64,994	$65,289	$66,789
H	$57,276	$58,423	$66,512	$67,420	$68,920
~~I~~	~~$58,626~~	~~$59,773~~	~~$69,012~~	~~$69,920~~	~~$71,420~~
J	$59,977	$61,177	$70,857	$72,544	$74,044
K	$60,977	$62,177	$73,857	$75,253	$76,753
L	$62,096	$63,336	$76,247	$77,961	$79,461
M	$64,000	$65,275	$83,000	$84,500	$86,000

- All teachers hired in the 2012-13 school year and earlier are placed on this schedule
- Step increase (if applicable) from 2021-22 step placement.

APPENDIX B
TEACHERS' SALARY SCHEDULE

A. Each teacher who holds a M.A., a second M.A. or and Ed.S. shall receive the differential set forth in the Teachers' Salary Schedule, Appendix B of this Agreement.

   Each teacher who holds an Ed.D. or Ph.D. shall receive a differential of $1,500.00 in addition to his/her scheduled salary at the ED.S./MA2 level.

B. Credit for Experience

   1. Inside Experience. Credit for inside experience for less than a full school year will be rounded off to the nearest half year (1/2) or full year, whichever is applicable, and shall be paid accordingly.

   2. Inside Experience as a Substitute Teacher. A substitute teacher on a special certificate who is subsequently employed as a regular teacher, shall receive credit for each block of one-hundred, eighty (180) days service as a substitute and each one-hundred, eighty (180) days shall be equivalent of one-half (1/2) year's experience on the Salary Schedule up to a maximum of four (4) full steps.

   3. Outside Experience. Credit for teaching or other related experience may be granted up to seven (7) steps on the salary schedule. For positions on the Michigan Department of Education Critical Shortage list, a maximum of sixteen (16) steps on the salary schedule may be granted, with consultation with LSFT president or designee.

      It is mutually understood that no later than August 15, 2021 the BOE and LSFT agree to draft language and protocols regarding the granting of steps for outside experience.

   4. Experience for Vocational Certification. Experience acquired in industry, which is required for vocational certification, shall be counted as experience on the salary schedule.

   5. Military Service Credit. Any employee who undergoes compulsory service shall be given credit upon his/her return to the District on the then existing Teachers' Salary Schedule for the annual increments for the time of such service subject to a maximum of two (2) full steps credit, subject to ARTICLE VII, Section 1, Subsection G of this Agreement.

C. Payment for Advanced Degrees. Payment for advanced degrees shall be made on the second pay in October, January, March and the first pay in June. Payment shall be computed from the date the teacher has completed requirements for his/her advanced degree at the following rates:

Prior to November 1	100%
Prior to February 1	75%
Prior to April 1	50%
Prior to July 1	25%

D. National Teacher Certification. Any district teacher obtaining National Teacher Standard Certification shall receive an additional stipend of $2,500 each school year in which such Certification is maintained.

APPENDIX C

HIGH SCHOOL ACTIVITIES		Factor	BA 2 2021-22	BA 3 2022-23	BA 4	BA 8	BA 23
			1-2 years	*1-2 Years*	*3-4 years*	*5-9 years*	*10+ years*
Football	Head	13.00%	5,070	5,233	5,428	6,045	8,320
• Varsity	Asst. (3)	8.50%	3,315	3,421	3,549	3,953	5,440
• Junior Varsity	Asst. (2)	8.50%	3,315	3,421	3,549	3,953	5,440
• Freshman	Asst. (2)	8.50%	3,315	3,421	3,549	3,953	5,440
Basketball (Boys)	Head	13.00%	5,070	5,233	5,428	6,045	8,320
• Junior Varsity	Asst.	8.50%	3,315	3,421	3,549	3,953	5,440
• Freshman	Asst.	8.50%	3,315	3,421	3,549	3,953	5,440
Basketball (Girls)	Head	13.00%	5,070	5,233	5,428	6,045	8,320
• Junior Varsity	Asst.	8.50%	3,315	3,421	3,549	3,953	5,440
• Freshman	Asst.	8.50%	3,315	3,421	3,549	3,953	5,440
Soccer (Boys)	Head	9.50%	3,705	3,824	3,966	4,418	6,080
• Junior Varsity	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
• Freshman	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
Soccer (Girls)	Head	9.50%	3,705	3,824	3,966	4,418	6,080
• Junior Varsity	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
• Freshman	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
Wrestling	Head	9.50%	3,705	3,824	3,966	4,418	6,080
	Asst. (1)	5.50%	2,145	2,214	2,296	2,558	3,520
Swim	Boys/Head	9.50%	3,705	3,824	3,966	4,418	6,080
	Girls/Head	9.50%	3,705	3,824	3,966	4,418	6,080
Swim	Boys/Assistant	5.50%	2,145	2,214	2,296	2,558	3,520
	Girls/Assistant	5.50%	2,145	2,214	2,296	2,558	3,520
Bowling (Boys/Girls)	Head	5.50%	2,145	2,214	2,296	2,558	3,520
	Asst.	3.50%	1,365	1,409	1,461	1,628	2,240
Golf (Boys & Girls)	Head	9.50%	3,705	3,824	3,966	4,418	6,080
Track (Boys)	Head	9.50%	3,705	3,824	3,966	4,418	6,080
	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
Track (Girls)	Head	9.50%	3,705	3,824	3,966	4,418	6,080
	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
Cross Country	Boys & Girls	5.50%	2,145	2,214	2,296	2,558	3,520
Volleyball	Head	9.50%	3,705	3,824	3,966	4,418	6,080
• Junior Varsity	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
• Freshman	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520

HIGH SCHOOL ACTIVITIES		Factor	BA 2 2021-22	BA 2 2022-23	BA 4	BA 8	BA 23
			1-2 years	*1-2 years*	*3-4 years*	*5-9 years*	*10+ years*
Baseball (Boys)	Head	9.50%	3,705	3,824	3,966	4,418	6,080
• Junior Varsity	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
• Freshman	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
Baseball	Assistant	5.50%	2,145	2,214	2,296	2,558	3,520
Softball (Girls)	Head	9.50%	3,705	3,824	3,966	4,418	6,080
• Junior Varsity	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
• Freshman	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
Softball	Assistant	5.50%	2,145	2,214	2,296	2,558	3,520
Lacrosse (Boys)	Head	9.50%	3,705	3,824	3,966	4,418	6,080
• Assistant	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
• Junior Varsity	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
Lacrosse (Girls)	Head	9.50%	3,705	3,824	3,966	4,418	6,080
• Assistant	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
• Junior Varsity	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
Cheerleading	Head	9.50%	3,705	3,824	3,966	4,418	6,080
• Assistant	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
• Junior Varsity	Asst.	5.50%	2,145	2,214	2,296	2,558	3,520
HS Drama/Musical	Per production	6.00%	2,340	2,415	2,505	2,790	3,840
Band Director (9-12)		8.00%	3,120	3,220	3,340	3,720	5,120
Pom Poms		3.50%	1,365	1,409	1,461	1,628	2,240
Colorguard/Band		3.50%	1,365	1,409	1,461	1,628	2,240
HS Vocal Music		6.00%	2,340	2,415	2,505	2,790	3,840
Robotics	Head	8.00%	3,120	3,220	3,340	3,720	5,120
K-8 ACTIVITIES							
Football	7th	4.50%	1,755	1,811	1,879	2,093	2,880
Football	8th	4.50%	1,755	1,811	1,879	2,093	2,880
Basketball	7th	4.50%	1,755	1,811	1,879	2,093	2,880
Boys & Girls	8th	4.50%	1,755	1,811	1,879	2,093	2,880
Cheerleading		2.50%	975	1,006	1,044	1,163	1,600
Volleyball	7th	4.50%	1,755	1,811	1,879	2,093	2,880
Volleyball	8th	4.50%	1,755	1,811	1,879	2,093	2,880
Wrestling		4.50%	1,755	1,811	1,879	2,093	2,880
Track	7th	4.50%	1,755	1,811	1,879	2,093	2,880
Track	8th	4.50%	1,755	1,811	1,879	2,093	2,880
Track/Football/CC	Asst.	3.00%	1,170	1,208	1,253	1,395	1,920
Cross Country		3.00%	1,170	1,208	1,253	1,395	1,920
Band (6-8)		4.00%	1,560	1,610	1,670	1,860	2,560
Vocal (6-8)		2.00%	780	805	835	930	1,280

Extra-Curricular Program/Compensation		Factor	BA2 21-22	BA3 22-23
High School Activities	Freshman Advisor	2.00%	780	805
	Sophomore Advisor	2.00%	780	805
	Junior Advisor	4.00%	1,560	1,610
	Senior Advisor (2)	4.00%	1,560	1,610
	Student Congress	4.50%	1,755	1,811
	Yearbook	9.00%	3,510	3,623
	Honor Society	2.50%	975	1,006
	SIP/PLC Chair*	8.00%	3,120	3,220
	SADD	2.50%	975	1,006
	Art Club	2.00%	780	805
	Media Productions	3.00%	1,170	1,208
	Key Club	3.00%	1,170	1,208
	School Newspaper (Shoreline)	2.00%	780	805
	Business Professionals of America	2.50%	975	1,006
	Excellence, Spirit, Pride (ESP)	2.50%	975	1,006
	Student Store	2.50%	975	1,006
	Auditorium Supervisor	4.00%	1,560	1,610
	Health Occupations Student Association (HOSA) Advisor	3.50%	1,365	1,409
Academy Coordinators	Fine & Performing Arts	8.00%	3,120	3,220
	Math & Engineering	8.00%	3,120	3,220
	Science & Health	8.00%	3,120	3,220
	Mfg. & Industry Tech.	8.00%	3,120	3,220
	Communication Arts	8.00%	3,120	3,220
	Social Science	8.00%	3,120	3,220
	Bus. & Entrepreneurship	8.00%	3,120	3,220
	Independent Practical Art	8.00%	3,120	3,220
	Support Staff	8.00%	3,120	3,220
K–8 Activities	Yearbook (6-8)	3.00%	1,170	1,208
	Jr. N Honor Society (7-8)	2.00%	780	805
	Student Council (Elem)	2.00%	780	805
	Student Council (MS)	2.00%	780	805
	Bus Supervisor (2)	4.50%	1,755	1,811
	Service Squad (K-5)	3.00%	1,170	1,208
	Safety Patrol (K-5)	3.00%	1,170	1,208
	Camp (6)	1.00%	390	403
	SIP/PLC (K-8)*	8.00%	3,120	3,220
	Team Leaders (5)	2.00%	780	805
	SADD (6-8)	2.00%	780	805
	Video Productions (WKMS)	2.00%	780	805
	Student Store	2.50%	975	1,006
	Spelling Bee Coordinator	1.50%	585	604

	Web Leaders	2.50%	975	1,006
	Elementary Music (1 per building)	2.00%	780	805
	Elementary/Middle School Drama Club (2 per building at 1% per production)	1.00%	390	403
	Robotics	2.00%	780	805
	Mackinac Trip Coordinator (1 per elementary)	1.50%	585	604
	Builders Club	2.50%	975	1,006
Districtwide	Instrumental Music Coordinator	4.00%	1,560	1,610
	Art Show Coordinator	2.00%	780	805

APPENDIX C
EXTRA CURRICULAR POSITIONS

A. The High School Band Director shall be paid for eighty (80) hours at the prevailing summer school rates for carrying out his responsibilities in conducting a BOARD approved Summer Band Camp. It is further understood that two (2) assistants will be paid for thirty (30) hours at the prevailing summer school hourly rate for same.

B. The district will provide a minimum of six (6) weeks' notice (prior to first practice) before the cancellation of any sport. This does not apply to positions/sports that may be canceled due to lack of students or financial emergency.

C. It is understood that the position of Academy Coordinator shall not be considered an activity. Thus, a teacher assuming such a position may be assigned two additional activities.

D. The experience categories established in the "Extra-Curricular Compensation Schedule" are based on years of service within Lake Shore Public Schools for the particular sport or activity. Experience will transfer within a specific sport (example: Middle School Basketball to Varsity Basketball.) Experience from one dissimilar activity to another does not allow for transfer of experience (example: cheerleading to volleyball.)

E. *High School and K-8 SIP/PLC Chair and Districtwide Staff Development Chair may be provided release time in lieu of compensation, Appendix C, Extra Curricular Program/Compensation.

F. Appendix C positions will be posted and filled on a two year cycle each odd numbered school year.

G. An Appendix C Committee shall be formed for the sole purpose of considering appeals for modification of existing positions and approval of new positions. This committee shall be composed of an equal number of members (representative of secondary and elementary levels) from the FEDERATION and the BOARD, not exceed a total of ten (10) representatives.

FEDERATION representation shall be designated by the President to include representatives knowledgeable in duties related to Appendix C. Requests to this committee must be in writing and must be submitted to the Superintendent or Designee's office between September 1 and December 1 to be considered for the following school year*. Only members of the Lake Shore Federation of Teachers - Local 1465 or the Lake Shore Public Schools Administration may bring forward a new application or appeal to the committee. The committee will convene by January 31 and will have sole and final authority to support or deny a new application or appeal. Appendix C Committee recommendations will be submitted to the Superintendent for approval no later than March 1.

**All requests in regards to additions and/or alterations to programs and compensation related to Schedule C shall be made in writing on the Appendix C - New Activity Application and/or Appendix C Appeals Form.*

Members represented by the FEDERATION shall receive (upon request) written explanation from the Schedule C Committee and/or the Superintendent or Designee detailing reasons for denial or revision of a proposition.

APPENDIX D
SABBATICAL LEAVE

A sabbatical leave may be granted to teachers of the district, subject to the approval of the BOARD upon the recommendation of the Superintendent. The sabbatical leave program shall be interpreted in accordance with Section 572 of the School Code of 1955 (M.S.A. 15.3572), and the following rules and regulations shall apply.

A. Applications for leaves beginning with the first semester must be filed with the Superintendent between January 1st and February 15th, while applications for leaves beginning the second semester must be filed between August 1st and September 15th.

   The Superintendent shall notify each applicant of the BOARD'S decision within ninety (90) days of the due date of filing the application.

B. Sabbatical leave may be granted for the following purposes.

   1. For work on an advanced degree (applicant must take a minimum of ten (10) semester hours of graduate credit each semester).

   2. Independent research, which must be under the supervision of the school district or an accredited college or university.

   3. Any other reasons, such as travel or writing.

C. A sabbatical leave may be granted for a period of not more than one (1) school year or less than one semester.

D. No teacher will be granted more than two (2) sabbatical leaves, and a minimum of seven (7) consecutive years must elapse before the first and second leaves.

E. Any teacher who is granted a sabbatical leave must sign a promissory note agreeing to refund any compensation received while on leave if s/he does not return to the district from such leave and serve at least one (1) year.

F. Payment of salary while on such leave will be in accordance with the provisions of this Agreement. Moreover, the teacher will receive all fringe benefits except sick leave.

G. A teacher on sabbatical leave will report to the Superintendent as follows:

1. The teacher will immediately request approval from the Superintendent for substantial changes in the planned program of the leave as outlined in the approved application.

2. An interim report will be filed at the midpoint of the period for which the leave is taken. This report will contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.

3. A final report will be filed with the Superintendent in accordance with the provisions as stated in the next section, Appendix D, Section G, 4 of this Agreement

4. The Superintendent may require, and the teacher shall promptly furnish, such additional reports as the Superintendent deems necessary or reasonable to determine that the teacher is fulfilling the agreement and all the requirements of the leave. In the event that the BOARD finds, after a hearing on the matter, that the teacher is not fulfilling the agreement, the entire sum paid to the teacher by the BOARD will become immediately due and all future payments will cease.

H. Requirements and status upon returning from sabbatical leave are as follows.

1. At the expiration of a sabbatical leave the teacher will be restored to a position.

2. Each teacher returning from sabbatical leave will file a final written report with the Superintendent not later than sixty (60) days after the day on which the teacher again takes up active service. The report will include the names of institutions attended, course pursued, credits received, experience gained, the itinerary of travel, together with the teacher's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. The teacher will not be considered as having completed the requirements of the sabbatical leave until his/her final report has been approved by the Superintendent. At his/her discretion, the Superintendent may require proof that the program as presented by the teacher has been followed. When approved by the Superintendent, these final reports will be transmitted to the BOARD.

MEMORANDUM OF UNDERSTANDING

State or Federal Health Care

In the event that State or Federal health care reform is enacted that impacts on current health/hospitalization coverage or on the cost or tax obligation of the district, the BOARD and FEDERATION agree that those provisions of the Contract so affected will be subject to renegotiations during the term of the Collective Bargaining Agreement.

APPENDIX E
PERFORMANCE REVIEW PROCESS

(Provided for review only - Not Collectively Bargained)

The Lake Shore Board of Education has formally adopted the Framework for Teaching by Charlotte Danielson to evaluate teachers (Regular Board Meeting; March 27, 2017). The Framework for Teaching is one of the recommended tools by the Michigan Department of Education for assessing educator effectiveness.

Educator Evaluation Legislation

Public Act 173 of 2015 stipulates that districts implement a rigorous, transparent, and fair performance evaluation system. This Act amended the Revised School Code with regard to teacher and administrator evaluations and is integrated with the Teachers' Tenure Act, Section 1248 and Section 1249. These laws require that the performance evaluation process in Lake Shore have the following:

- Annual evaluations for probationary and tenured teachers 40% of annual year-end evaluations must be based upon student growth and assessment data
- Timely and constructive feedback is provided by the evaluator
- Student growth and assessment data must be derived from the most recent three consecutive school years, if available. If no data is available for a teacher for at least three years, the annual year-end evaluation shall be based on all available data for the teacher.
- Rates and reports the teacher's performance as highly effective, effective, minimally effective or ineffective
- Mandates that layoff and recall decisions be based on retaining effective teachers as measured by their performance evaluation
- Performance evaluations are used to inform decisions on granting tenure and certification

Danielson Framework for Teaching

Domains and Criteria for Effective Teaching	
Domain 1: Planning and Preparation a. Demonstrating knowledge of content and pedagogy b. Demonstrating knowledge of students c. Setting instructional outcomes d. Demonstrating knowledge of resources e. Designing coherent instruction f. Designing student assessment	Domain 2: Classroom Environment a. Creating an environment of respect and rapport b. Establishing a culture for learning c. Managing classroom procedures d. Managing student behavior e. Organizing physical space
Domain 3: Instruction a. Communicating with students b. Using questions and discussion techniques c. Engaging students in learning d. Using assessment in instruction e. Demonstrating flexibility and responsiveness	Domain 4: Professional Responsibilities a. Reflecting on teaching b. Maintaining accurate records c. Communicating with families d. Participating in the professional community e. Growing and developing professionally f. Showing professionalism

Adapted from *The Framework for Teaching: Evaluation Instruments*, Danielson (2013).

Evaluation Process:

Plan I: **Probationary Individualized Development Plan (IDP)**	**Plan II:** **Tenure Professional Growth Plan**	**Plan III:** **Tenure Assistance Individualized Development Plan** (Minimally Effective or Ineffective on most recent annual evaluation)
Mentor is assigned By November 1, each probationary teacher shall be provided with an IDP Teacher sets and administrator approves Student Learning	Teacher sets and administrator approves SLO SLO may be developed by the individual teacher, PLC team, and/or department team	Steps from Plan II are carried out concurrently with Plan III Administrator documents concerns in Frontline Administrator and teacher create an IDP to be

Objective (SLO) SLO may be developed by the individual teacher, PLC team, and/or department team At least one formal observation At least one unscheduled observation Teacher will complete mid-year and end-year reflection in Frontline, reporting progress on Student Growth and Assessment Data Feedback and areas needing improvement are noted by the administrator in Frontline within 5 days following an observation Teacher and/or administrator may schedule a meeting at any time to discuss observations and final evaluation	At least two (formal and/or informal) observations Teacher will complete mid-year and end-year reflection in Frontline reporting progress on Student Growth and Assessment Data Feedback and areas needing improvement are noted by the administrator in Frontline within 5 days following an observation Teacher and/or administrator may schedule a meeting at any time to discuss observations and final evaluation	implemented immediately At least two observations (formal and/or informal) focused on areas identified as needing improvement and documented by observer in Frontline within 5 days If the concern is resolved the teacher returns to Plan II (Professional Growth) If the concern is not resolved the teacher remains on corrective development plan; and/or administration may take further action.

IDP

IDP's will include a purpose, and a set of goals. The purpose will include the specific rationale for implementation, including statements of concern. The goals will list a detailed plan for the teacher and indicate support that will be provided by the evaluator.

Observations

- Teachers must be observed at least two times per year
- At least one observation must be conducted by the person who is responsible for the teacher's annual yearend evaluation
- At least one observation must be unscheduled

- There is no statutorily required minimum number of observations for a teacher who has received a rating of effective or highly effective on his/her two most recent annual year-end evaluations
- The teacher will receive feedback in Frontline Professional Growth within five days following an observation
- Teachers are encouraged to invite their evaluator into their classroom to observe a specific lesson/activity
- Teachers may request that an observation be redone

Video Observations:

- Teachers may choose to record a lesson and submit it to their evaluator.
- Teachers select a lesson of their choice and record a portion (approx. 15 min) to share with their evaluator.
- Observer watches the video, provides feedback, comments and score in Frontline.
- Both parties may choose to meet for reflection on the lesson and to provide additional feedback.
- Lessons submitted by video would count as an informal observation.
- It is understood that recorded lessons will not be archived, distributed, or shared by the evaluator in any manner without the consent of the teacher.

Student Growth and Assessment Data

District Growth: An overall District Growth score accounting for 20% of the evaluation will be applied annually to all educators (and administrators) in Lake Shore. Using data retrieved from www.mischooldata.org>School Index>Overall Index>Growth Index>All Subjects Growth % Target Met. The combined ELA and Math Proficiency score for "all students" at Masonic Heights, Rodgers, Violet, Kennedy Middle School and Lake Shore High School will be summed and averaged to obtain the District Growth score. This data was selected as it incorporates three years of growth required by law. Provided below is actual data reported in MI School Data for 2017-18:

School	2017-18 Growth Index Score (Combined ELA and Math) for All Students	
Masonic Heights Elementary	93.78	
Rodgers Elementary	79.01	
Violet Elementary	95.57	
Kennedy Middle School	61.81	
Lake Shore High School	61.50	
	Sum: 391.67 / 5 =	District Growth Score: 78.33

After determining the District Index Score of 78.33, the following rubric is applied to obtain the effectiveness rating accounting for 20% of each educator's (and administrator's) evaluation:

	Ineffective (1)	Minimally Effective (2)	Effective (3)	Highly Effective (4)
District Growth Score	0 – 50	51 – 69	70 – 89	90 – 100

The District Growth Score falls in the Effective range for the 2018-19 evaluation year (using 2017-18 data).

Student Learning Objectives (SLO): Twenty percent (20%) of the Student Growth and Assessment Data portion of the evaluation is based upon a SLO developed by the teacher in collaboration with PLC and/or department teams. One or more of the following must support SLO outcomes and proficiency:

- Multiple research-based growth measures or alternative assessments that are rigorous and comparable across grade levels, subject area, and/or departments within Lake Shore.
- Nationally normed or locally adopted assessments that are aligned to state standards.
- Achievement of individualized education program (IEP) goals.

Educators will submit their SLO's in Frontline for approval by an administrator. SLO's and teacher will report their proficiency (Highly Effective, Effective, Minimally Effective, or Ineffective) in Frontline. See rubric below when writing SLO's and reporting outcomes:

	Ineffective (1)	Minimally Effective (2)	Effective (3)	Highly Effective (4)
Percentage of Students Meeting Growth Targets	0 – 50	51 – 69	70 – 89	90 – 100

Further guidance on writing SLO's is available for review on the Michigan Department of Education website.

Weighting of Student Growth and Assessment Data from Prior Years

The Revised School Code provides that if there is data available, a teacher's annual evaluation "shall be based on the student growth and assessment data for the most recent three consecutive school year period (MCL 380.1249(2)(b). If three years of data is not available, then data for the years that are available will be used."

Student Growth and Assessment Data will be weighted as followed:

	District Growth	SLO
Most Recent Year	33.33%	33.33%
Year Previous to Most Recent	33.33%	33.33%
Two Years Previous to Most Recent	33.33%	33.33% *

**2017-18 Average of "Student Growth Objectives" (Team and Classroom SMART goals) in Frontline*

Scoring the Evaluation

Student Growth and Assessment data (District Growth and SLO) will account for 40% of the final evaluation score. Each of the four domains in the Framework for Teaching are weighted equally (15%). Lake Shore recognizes the importance of each of the five evaluation domains in evaluating teacher performance. Therefore, if a teacher receives a rating of Ineffective in any one of the five domains, the teacher shall not receive an overall year-end performance evaluation effectiveness rating other than Ineffective. Teachers rated minimally effective in any one of the evaluation domains shall not receive an overall year-end rating higher than Minimally Effective.

Sample Scoring:

Domain	Total Score	Mean Score	Weight
I. Planning & Preparation (15%)	18 (24 points possible in 6 sub components)	18/6 = **3**	mean*.15 = **.45**
II. Classroom Environment (15%)	15 (20 points possible in 5 sub components)	15/5 = **3**	mean * .15 = **.45**
III. Instruction (15%)	19 (20 points possible in 5 sub components)	19/5 = **3.8**	mean * .15 = **.57**
IV. Professional Responsibilities (15%)	18 (24 points possible in 6 sub components)	18/6 = **3**	mean * .15 = **.45**
V. Student Growth and Assessment Data (40%)	7 (2016-17 Team and Classroom Goals) 6 (2017-18 Team and Classroom Goals) 7 (2018-19 District Growth and Highly Effective SLO Goal)	7/2 = **3.5** 6/2 = **3** 7/2 = **3.5** 3.5+3+3.5/3 = **3.33**	mean * .40 = **1.332**
			.45+.45+.57+.45+ 1.332= Total = **3.252**

In the sample above, the teacher's overall score is 3.25. After determining the numerical evaluation score, the following rubric is applied to obtain the final effectiveness rating:

Final Effectiveness Rating Rubric			
Ineffective 0 – 2.00	**Minimally Effective** 2.01 – 2.59	**Effective** 2.6 – 3.5	**Highly Effective** 3.51 – 4
Calculated Rating falls in the "Ineffective" range **AND/OR** One (1) or more domain rated "Ineffective"	Calculated Rating falls in the "Minimally Effective" range **AND/OR** One (1) domain rated "Minimally Effective"	Calculated Rating falls in the "Effective" range **AND** No domains rated "Minimally Effective" or "Ineffective"	Calculated Rating falls in the "Highly Effective" range **AND** No domains rated "Minimally Effective" or "Ineffective"

In the sample, the numerical score is 3.25 and the teacher has no domains rated minimally effective or ineffective. According to the above rubric, the teacher would be rated Effective.

Ineffective Teachers (and Administrators)

State law stipulates that teachers (and administrators) rated ineffective on three consecutive annual evaluations must be dismissed from employment. A tenured teacher who receives an ineffective rating on an annual year-end evaluation may request a review of the evaluation and rating by the school district superintendent.

Highly Effective Teachers (and Administrators)

In accordance with state law, teachers (and administrators) who have been rated as highly effective for three consecutive years may be evaluated every two years, rather than every year.

Training for Teachers (and Administrators)

Training on the Danielson Evaluation Framework and how it is used in conjunction with the Lake Shore Performance Review Process is available for teachers, administrators, evaluators and observers. Contact the Lake Shore Department of Student and Academic Services for information on scheduled training.

Conclusion

The Lake Shore Performance review process is subject to modification in accordance to changes in state law. Training on the evaluation system and the development of administrative guidelines to promote the quality and accuracy of this process is ongoing.

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