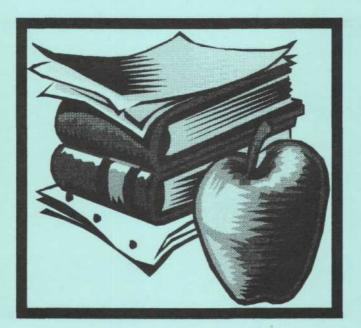
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MASTER AGREEMENT

LAKEWOOD PUBLIC SCHOOLS BOARD OF EDUCATION & LAKEWOOD EDUCATION ASSOCIATION

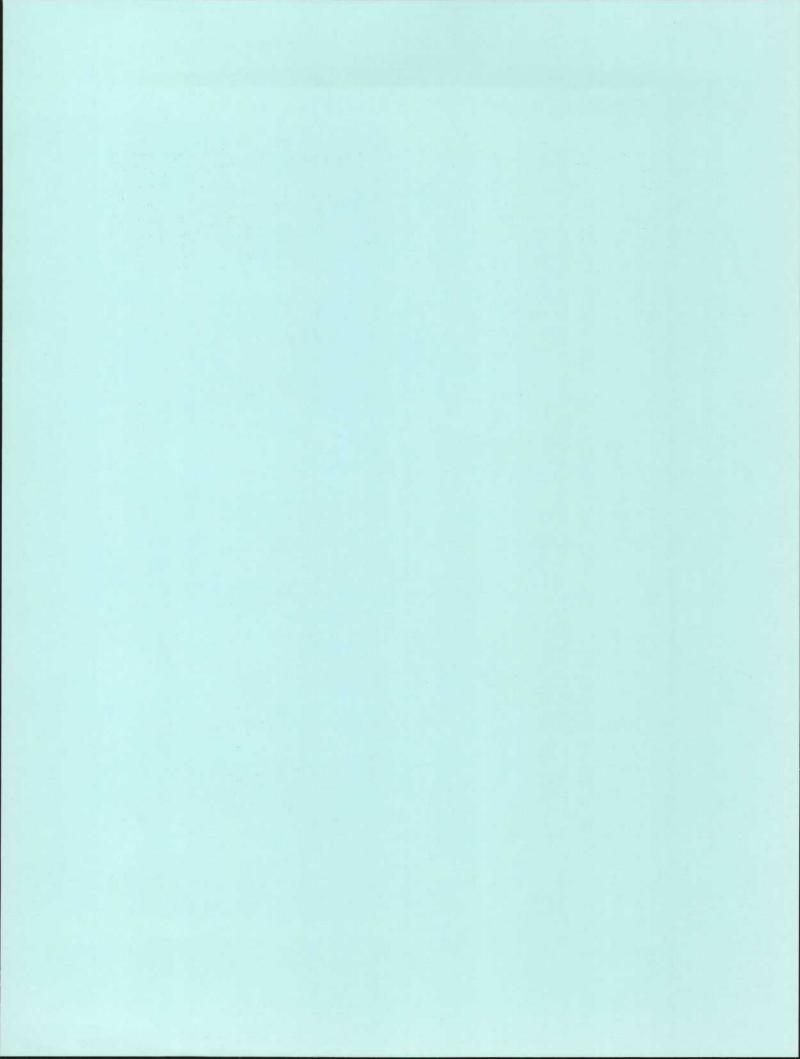
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Master Agreement Lakewood Board of Education Lakewood Education Association

1997-1999

Table of Contents:

Introduction	Page	1
I. Recognition		
II. Dues & Other Payroll Deductions	Page	2
III. Insurance Protection & Annuities		
IV. Association & Teacher Rights	Page	4
V. Board of Education Rights		
VI. Retirement		
VII. Seniority & Layoff Procedures	Page	7
VIII. Recall Procedures	Page	9
IX. Curriculum Development & Curriculum Council	Page	10
X. Professional Growth Inservice		
XI. Protection of Teachers	Page	11
XII. Vacancies, Promotions, and Transfers		
XIII. Teacher Evaluation		
XVI. Teaching Duties, Hours, and Classload	Page	15
XV. Board Responsibilities for Instruction	Page	20
XVI. Student Teaching Assignments	Page	22
XVII. Negotiation Procedure	Page	23
XVIII. Grievance Procedure		
XIX. Illness/Disability and Other Leaves of Absence	Page	26
XX. Child Care Leave	Page	32
XXI. Family & Medical Leave	Page	32
XXII. Professional Compensation	Page	34
XXIII. School Calendar.		
XXIV. Miscellaneous Provisions	Page	36
XXV. Consortium		
XXVI. Mentor Teachers		
	-	

Appendix A (Salary Schedules) Appendix B1 (Athletic Extra Duty) Appendix B2 (Extra Duty) Appendix C (Calendar) Appendix D (Teacher Expectations) Appendix E (Degree Equivalency) Appendix F (Evaluation) Appendix G (Grievance Form) Appendix I (IDP Form)

Lakewood Board of Education

Lakewood Education Association Agreement

This agreement, entered into this 19th day of January, 1998 by and between the School District of Lakewood, of Ionia, Eaton, Barry and Kent Counties, Michigan, hereinafter called the "Board", and the Lakewood Education Association, hereinafter called the "Association".

Witnesseth:

Whereas, the Board and Association recognize and declare that providing a quality education for the children of Lakewood is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

Whereas, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, personnel with respect to hours, wages, terms, and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

Master Agreement 1997-1999

I. Recognition

1. A. The Board hereby recognizes the Lakewood Education Association, an affiliate of the National and Michigan Education Associations, and exclusive and sole bargaining representative for all certified personnel, including, but not limited to, teachers, social workers, and school psychologists, whether under contract, on leave, employed, or to be employed by the Board, excluding substitute teachers, adult education teachers, community education teachers, superintendents, principals, assistant principals, acting principals, business managers, community education directors and assistants, director of guidance, and supervisory staff later to be added to employees.

To be excluded from representation by the Association, a Teacher must be engaged at least 50 (fifty) percent of the school day in administration and direct supervision of Teachers.

2. B. The Board agrees not to negotiate with any Teacher or Teacher organization other than the Association for the duration of this contract.

3. C. This agreement shall supercede any rules, policies, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual Teacher contracts heretofore in effect. All individual Teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

II. Dues and Other Payroll Deductions

4. A. The Board agrees to deduct from Teachers' salaries Teacher organization dues and to transmit the amount deducted to such officer of the recognized Association as designated.

5. 01. Any Teacher signing a teaching contract shall automatically become a member of the United Profession or shall be obligated for full payment of dues. Any Teacher not complying with this policy shall not be offered a contract the following year.

6. 02. The Association shall certify to the Business Office in writing the current rate of membership dues and those persons desiring memberships in each of the three (3) organizations above on or before September 15 of each year.

7. 03. Each Teacher who authorizes such deductions shall file with the Secretary of the Association a signed and dated continuing membership form. These forms shall

be presented to the Business Office on or before the 15th day of September of each year and shall remain there for safe keeping. As long as a Teacher remains on the payroll, the authorized deductions shall be continued yearly.

8. 04. Deduction shall be made beginning the first pay period in October and continue for ten (10) successive pays, provided that deductions for such membership dues shall not supercede any legally required deductions or deductions authorized prior to the date of this Agreement, and the Board shall not be required to make any check-off for membership dues in any pay period. The Business Office shall not be required to honor for any month's deduction any authorizations that are delivered to the payroll office later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

9. B. Teachers may authorize payroll deductions for contributions to the local Community Chest. These deductions are to be taken out in equal amounts and the deductions shall be made quarterly.

10. C. Teachers may authorize payroll deductions for the Governmental Credit Union of Ionia or Union Bank of Lake Odessa. The deductions are to be taken out in equal amounts and the deductions shall be made each pay period.

11. D. Requests for or changes in any payroll deduction shall be made on the proper form on or one (1) week prior to the dates of September 15, January 15, and May 15. The effective date of the change shall be the first pay period of the next month.

12. 01. Any request for a payroll deduction change on other than the approved dates shall be accepted only under unusual or emergency circumstances.

13. 02. No deduction shall be made of less than \$5.00 (five dollars) per quarter when deduction is made on a quarterly basis.

III. Insurance Protection and Annuities

14. A. The Board will provide MESSA CARE PAK Insurance at no cost to the Teacher for the duration of this contract. Teachers who choose not to have medical insurance will receive an annual allowance equal to the MESSA Super Care 1 single subscriber rate for 12 months (as of September 1 of each year) to be distributed subject to the provisions of the Lakewood Public Schools Cafeteria Plan.

15. 01. For Teachers choosing a health insurance plan, the MESSA PAK includes:

- a. MESSA Super Care I
- b. Delta Dental 70/60/60/\$1000
- c. Negotiated Life \$15,000
- d. Vision VSP2

16. 02. For Teachers choosing the MESSA Super Care 1, single subscriber rate per month for options, the MESSA PAK includes:

- a. Delta Dental 60/60/60/\$1000
- b. Negotiated Life \$20,000
- c. Vision VSP2

d. Other elective MESSA health care options and/or allowance to be distributed subject to the provisions of the Lakewood Public Schools Cafeteria Plan.

17. 03. A Teacher shall be considered a full-time employee when he/she has signed a contract and/or has agreed to be employed for not less than one (1) full semester. Employees working less than five (5) full days per week shall have insurance benefits prorated.

18. 04. Insurance coverage for new Teachers will be effective September 1.

19. 05. The Association shall certify to the Business Office in writing the options selected by Teachers on or before the 15th day of September of each year.

20. 06. The Board's insurance contributions shall begin in September of each year and continue for twelve (12) full months. However, any person who terminated employment with the Board prior to fulfillment of the Contract shall have the Board's contribution terminated as of the last day of employment.

21. 07. Any Teacher who uses his/her last sick day or personal day shall have that month's and the next succeeding month's premium paid by the Board. Should the Teacher still not be able to return to work, he/she should apply for a health leave of absence.

22. B. The Board shall adopt the necessary resolution and do all those things necessary to provide Association members a payroll deduction for the right to the benefits of the MEFSA Tax Deferred Annuity program. Payroll deductions for other tax deferred annuity programs shall be allowed by the Board upon recommendation of a joint committee of two (2) L.E.A. representatives and two Board representatives and a desire on the part of not less than ten (10) Teachers to participate. If at any time there are three (3) or less accounts into an existing plan, the Board may require those persons to roll over their accounts into an existing plan. The Board will not be required to recognize more than four (4) tax-sheltered annuity plans at one time.

IV. Association and Teacher Rights

23. A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining

or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any Teacher with respect to hours, wages, or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise the respect to any terms or conditions of employment. The Board agrees that its rules and regulations governing this Article will be fair and for just cause.

24: B. No Tenured Teacher in the Lakewood system shall be disciplined or reduced in compensation without Just Cause. Any such discipline or reduction in compensation shall be subject to Due Process and the Grievance Procedure contained elsewhere in this Agreement. All information forming the basis for disciplinary action shall be made available to the Teacher. Nothing contained herein shall be construed to deny or restrict any Teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to Teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Should the Tenure Act of 1993 be repealed, rescinded, or otherwise rendered moot with regard to the length of the probationary period of four (4) years, the above paragraph shall be considered operable after a Teacher has at least two (2) years experience. Said two (2) years of experience shall also apply to other sections of this agreement that reference "Tenure" Teacher.

25. C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings provided that when special custodial service is required, the Board may make reasonable charge. No charge shall be made for use of school rooms while a custodian is on regular duty.

26. D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal operations or the Teacher's responsibilities to their students.

27. E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use and be responsible for its safe and prompt return. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall by September 1 provide a statement and check for materials used for the previous year.

28. F. The Association shall have the right to post notices of its activities and matters of Association concern on Teacher bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use the shuttle mail service and Teacher mailboxes for communications to Teachers. No Teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.

29. G. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all Teachers, contracted salary and service contracts or agreements of all Teachers, and such other information as will assist the Association in developing intelligent, accurate informed, and constructive programs on behalf of the Teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

30. H. The Board shall inform the Association on matters concerning new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are proposed for consideration and the Association shall be given the opportunity upon request to advise the Board with respect to said matters prior to their adoption and/or general publication.

31. I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any Teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such Teacher. Consistent with the Code of Ethics of the Education Profession as approved by the 1963 N.E.A. Representative Assembly, the private and personal life of any Teacher is not within the appropriate concern or attention of the Board. This shall in no way restrict the Board's rights under tenure law or the reemployment of non-tenured Teachers.

32. J. The Board recognizes and respects the right of the citizens to make suggestions for the improvement of public schools. The Board also recognizes that the education profession has both the right and responsibility to insist that children must be free to learn and the Teachers free to teach broad areas of knowledge, including those considered controversial. However, the final responsibility for curriculum content shall rest with the Board. The Teacher shall have the responsibility of keeping his/her building Principal informed on all controversial issues to be taught. Whenever any group or individual brings charges against a Teacher concerning the Teacher's freedom to teach, the Board shall provide, without charge to the Teacher, the necessary and sufficient paid leave of absence, legal assistance, and other

support for the protection of academic freedom.

33. K. There shall be no restriction on the place of residence of any Teacher. It shall be solely the responsibility of the Teacher to report to work at the designated time on each contract day.

34. L. The provision of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

35. M. An employee shall be entitled to have present a representative of the Association during any disciplinary action, including adverse evaluations. An employee shall be advised of this right before any action is taken.

V. Board of Education Rights

36. A. There is reserved exclusively to the Board all responsibilities powers, rights, and authority expressly or inherently vested in it by the Laws and Constitutions of Michigan and the United States, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Board retains the right to establish and enforce in accordance with this Agreement and its authority under law reasonable rules and personnel policies relating to the duties and responsibilities of Teachers and their working conditions. This shall include but not limit the generality of the foregoing to: the management and control of school properties, facilities, grades and courses of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, and discipline or dismissal of all personnel.

VI. Retirement

37. B. Early retirement - - See XXIV. I - Paragraph 328.

VII. Seniority and Layoff Procedures

38. A. Seniority is defined as the number of days' service within the bargaining unit beginning with the Teacher's first day of work. In the event of more than one (1) Teacher beginning employment on the same date, seniority will be determined by the the drawing of lots. During the first week of school, Teachers who began work on the same date will meet in the superintendent's office to draw lots. Teachers who draw higher numbers will be placed on the seniority list before Teachers drawing lower numbers. If a Teacher is not present to draw, an officer of the Association will be present to draw for the employee.

39. B. New employees hired into the unit shall be considered as Probationary Teachers until granted Tenure. Non-instructional bargaining unit members will be considered probationary until they have completed four years of employment, after which time they shall have the contractual rights of all other teachers including, but not limited to "just cause" (paragraph 24), seniority, layoff and recall (paragraphs #42, 52, 57), evaluation (paragraphs #90 and 93), student teaching, amended to include internship (paragraph #162). Rights of tenure shall be excluded and paragraph #94 shall apply as follows: H. A Teacher who disagrees with an evaluation or recommendation may within five (5) days submit a written answer which shall be attached to the file copy of the evaluation in question.

40. C. Association negotiators and Executive Board by virtue of their position shall be placed at the top of the seniority list while holding office.

41. D. All seniority is lost when employment is severed by retirement, resignation, discharge for just cause, or when the employee leaves the bargaining unit without an approved leave of absence.

42. 01. Seniority for tenured Teachers is retained when severance of employment is due to layoff.

43. 02. Administrators shall be credited with seniority earned through the 1984-85 school year. Administrators hired after June 1, 1985, shall keep any seniority earned previously as an Association member.

44. E. Seniority shall be maintained but not accumulated when Teachers are on child care, health, or leave for general or other purposes, but shall accumulate on Community Education or military leaves.

45. F. No Teacher with a valid contract shall be laid off during the school year. The L.E.A. and individual Teachers shall be notified by the Board thirty (30) days prior to the last day of school of potential layoffs. No Teacher shall be laid off later than August 1.

46. G. No later than thirty (30) days following the ratification of this agreement, the Board shall prepare and post a seniority list. All Teachers shall be placed on the list in accordance with the number of days accumulated since the first day of employment. Teachers who feel that they are misplaced on this seniority list may challenge the list for ten (10) days following its posting by submitting their challenges in writing to the Board and the Association president. In the event a challenge causes a change in the seniority list, it shall be reposted and may be challenged again for another ten(10) day period. In the event of a multi-year agreement, the Board shall prepare and post a new seniority list by October 1, for each year of the contract.

47. H. In the event of a need to lay off personnel, the order of such reduction will be as follows:

48. 01. Probationary Teachers shall be laid off first by using the following criteria:

49. a. Certification--fully meets state requirements to teach assignment.

50. b. Qualification--possesses a major in the field, has a minor, or has taught one (1) year in the subject area, and meets North Central requirements where applicable. This requirement can be waived in specific cases when jointly approved by the L.E.A. and the Board.

51. 02. When probationary Teachers have been laid off, tenured Teachers shall be laid off by using the following criteria and order:

52. a. Certification(see definition above).

53. b. Seniority--As defined in Section A.

54. c. Qualification--(see definition above).

55. I. If for any reason the Board anticipates a reduction in staff, it shall, prior to taking formal action, consult with the Association to receive recommendations regarding priorities and procedures to be followed.

56. J. Changes in certification while on layoff shall not affect the Teacher's status during the layoff period. Teachers notified of layoff for the following year shall not lose fringe benefits offered them under this agreement during the summer months.

VIII. Recall Procedures

57. A. Tenured Teachers on layoff shall be recalled in reverse order of layoff to the first vacancy for which they are certified or qualified.

58. B. No new Teachers shall be employed by the Board while there are Teachers of the bargaining unit who are laid off unless these Teachers do not have the proper certification and qualifications to fill a vacancy which may arise.

59. C. The Board shall give written notice of recall from layoff by sending a registered or certified letter to the Teacher being recalled.

60. D. Recall Teachers shall be entitled to all sickness and leave benefits provided herein. Utilization of such benefits shall not be considered proper reason for failure to recall or to reinstate.

61. E. A laid-off Teacher may continue his/her insurance benefits by paying monthly premiums as provided by the insurance company.

62. F. A Teacher on layoff status shall notify the Board immediately of any change of address.

IX. Curriculum Development and Curriculum Council

63. A. The Board of Education will seek Teacher input into curriculum changes and development. This input at the elementary level shall be provided through Teacher participation in subject area, grade level, and building meetings. Input at the secondary level shall be provided through department and building meetings.

64. B. The Board of Education may provide inservice for Teachers concerning specific curriculum changes and new adoptions. Attendance will be mandatory, for Teachers required to attend, when inservice is provided between 8 a.m. and 5 p.m. of a contracted work day. Teachers will be notified at least seven (7) days in advance of such inservice. Such meetings shall be limited to four (4) per year.

65. C. The Board and the Association agree to establish a Curriculum Council. The purpose of the Curriculum Council shall be to inform Council members of curricular programs and proposals and to evaluate curricular changes for the purpose of articulating and coordinating curriculum DK-12. All proposals for curricular change shall be submitted to the Curriculum Council prior to any recommendation to the Board for approval and adoption. The Curriculum Council will meet monthly, as needed, during the school year. Additional meetings may be arranged with approval of the Curriculum Council.

66. 01. The Council shall be composed of five (5) elementary curriculum coordinators, two (2) junior high curriculum coordinators, and five (5) secondary department heads, all building principals, and the superintendent or his/her designee.

67. 02. The Council shall be responsible for recommending to the Board matters pertaining to textbook selection, teaching equipment, experimental teaching techniques and innovations, inservice programs, as well as changes in instructional programs. In all cases, final recommendations of the Council will be presented to the Board.

68. 03. The Council may, on its own motion, invite students, parents, or representatives to meet with the Council for consultation. The Council may appoint sub-committees to assist in its responsibilities, and staff and clerical assistance shall be provided by the Board.

69. 04. The Superintendent or his/her designee shall take the leadership role in

working with the professional staff in the curriculum development process and shall work with the Curriculum Council in developing recommendations for Board consideration.

70. Curricular issues which arise at the building level must have the working consensus of the building school improvement team prior to consideration by the council.

X. Professional Growth Inservice

71. A. The parties support the principle of continuing training of Teachers in professional organizations in the area of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.

72. B. The Board may agree to provide upon application all or some of the necessary funds for Teachers who desire to attend select professional conference and curriculum meetings. A Teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Applications for said leave shall be filed with the building Principal at least five (5) days in advance of registration deadline for said conference and the building Principal will forward the request to the Superintendent for a decision. The Teacher will be notified if the amount to be compensated will be less than 100% prior to the registration deadline.

73. C. Any inservice program recommended by the Curriculum Council shall be implemented when authorized by the Board. An after school inservice program, when implemented, shall be scheduled in place of a regular faculty meeting, or at other times agreed to by the majority of the participants.

XI. Protection of Teachers

74. A. Since the Teacher's authority and effectiveness of his/her classroom is undermined when students discover that there is insufficient administrative backing and support and assistance of the Teacher, the Board recognizes its responsibility to give all reasonable support and assistance to Teachers with respect to the maintenance of control and discipline in the educational setting. Whenever it appears to the classroom Teacher and counselor and/or school social worker that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physician, or professional persons, the administration shall take immediate steps, previously established by the administrator and with consultation by his/her teaching staff, to provide appropriate action to prevent disruption of the classroom climate.

75. 01. The established procedure will be set by the end of the third week of September of each year by the building administrator with consultation from the staff.

76. 02. All staff members will be provided with a printed copy of the procedure established.

77. 03. The disruptive and/or threatening student will be referred to a teacher consultant and screening committee who will develop a plan or give alternative approaches to the Teacher for handling this child.

78. B. Any cases of employment-related assault upon a Teacher shall be immediately reported to the Board or its designated representative. The Board shall provide legal counsel to advise the Teacher of his/her rights and obligations in connection with the handling of the incident by law enforcement and judicial authorities.

79. C. The Board will reimburse Teachers for any loss, damage, or destruction of clothing or personal property, excluding money, not covered by the Teacher's personal insurance, while on assigned duty, the loss not being the fault of the Teacher. Claims for such losses will be processed through the grievance procedure. Eligible losses shall include damage done to private motor vehicles provided the damage was caused by vandalism or mischievous destruction. The vehicle must be parked in an assigned or approved parking area. The Board's responsibility shall not exceed \$250 (two hundred fifty dollars) to any individual for any one (1) incident.

80. D. Teachers shall exercise care with respect to the safety of pupils and property, and the Board agrees to indemnify and hold harmless any Teacher to the extent he/she is pecuniarily liable in excess of the Michigan Education Association liability insurance in force at the time for any claim for damages to persons or property that arise out of an incident related to his/her employment and further agrees to provide a defense against any such action. Any insurance benefits for which the Teacher is eligible shall apply first and prior to any district responsibility arising out of the incident.

81. E. Whenever any group or individual brings charges against a Teacher as a result of that Teacher's role in carrying out Board or building policies or Principal directives, the Board shall provide necessary and sufficient paid leave of absence, legal assistance, and other support required by the Teacher at no charge. All MEA or personal insurance shall be applied first to any claim or judgment.

XII. Vacancies, Promotions, and Transfers

82. A. Whenever any permanent vacancy in any professional position in the District shall occur, the Board shall publicize the same by giving written notice for posting to the Association or making appropriate notification in the weekly bulletin. If said vacancy shall occur during the summer months, the Board shall list the vacancy in the biweekly bulletin. No vacancy shall be filled until such vacancy has been posted

fifteen (15) days, provided the resignation is received prior to June 30. The Board will secure a list of Teachers desiring immediate notification of any Teaching openings occurring between June 30 and September 1 for which the Teacher is certified and qualified and will notify those staff members. The fifteen (15) day posting period will still apply. In the event the Board fails to comply with the above posting policy, the Board will contribute two hundred dollars (\$200) to the Lakewood Education Association Scholarship Fund.

83. B. Any Teacher who shall be transferred to a supervisory or executive position and shall later return to a Teacher status shall be entitled to retain such rights as he/she may have had under this Agreement, prior to such transfer to supervisory or executive status.

84. C. Nothing provided herein shall impair the sole discretion of the Superintendent or his assignee to reassign a Teacher whose assigned position is eliminated.

85. D. Nothing in this Contract shall prohibit a new Teacher and the Superintendent mutually agreeing to any step of the salary schedule provided it is not higher than the years of experience warranted and it is acceptable to both parties. The agreed upon step shall be fixed as the beginning step and the Teacher shall proceed on the salary schedule from that point. A copy of the contracts for all newly hired Teachers must be provided to the President of the Association upon his/her request any time after September 1 of each year.

86. E. A Promotion and Transfer Committee shall be established when necessary and at the request of the Association and shall consist of six (6) members, three (3) of whom shall be Administrators and three (3) of who shall be Teachers. The recommendations of this committee shall be given full consideration by the Superintendent.

87. F. In filling any vacancy, the Board agrees to give due weight to the length of time each applicant has been in the school system of this District, providing all other qualifications are equal. The Board declares its support of a policy of promotion from within its own teaching staff whenever possible. The Board shall give written notice to each applicant that the position has been filled. Furthermore, the Board is willing to supply a written or verbal explanation to each applicant as to why he/she was not selected.

88. G. The Promotion and Transfer Committee shall recommend criteria for the selecting of the Superintendent, Deputy and Assistant Superintendent, and Directors and Assistant Directors and shall make recommendations for the filling of any vacancies occurring in the positions of Assistant Principal, Principal, Athletic Director, Department Directors or Consultants, and Coordinators and of extra pay for additional duties assigned after the adoption of this Contract.

XIII. Teacher Evaluation

89. A. Each new Teacher, upon employment, or within the first 15 days of the new school year, whichever is later, shall be apprised of the Teacher's responsibilities for the teaching position involved. Teachers will be informed of the specific criterion upon which they will be evaluated. Second, third, and fourth year probationary teachers will be provided an IDP (Independent Development Plan) developed by the evaluator in consultation with the individual teacher. See Appendix F.

90 C. It shall be a major administrative responsibility to assist Teachers to become oriented to the District and improve instruction through observation of the Teacher's work. Each probationary teacher shall be observed in the classroom at least three (3) times annually. At least two (2) of these observations will last a minimum of thirty (30) minutes. Written evaluation will be provided within fifteen (15) school days of the second and third observations with any recommendations the Administrator may have. The evaluations, consisting of observation(s) and written evaluation will be spaced no less than sixty (60) days apart. The first evaluation shall be completed on or before December 15. No teacher shall be observed during the first or last two (2) weeks of the school year, on the day before a school holiday, or on days where special school events and/or holiday activities are scheduled unless requested by the teacher. Tenured Teachers shall be evaluated at least once every three (3) years. At the start of any school year, any Teacher may request in writing to be evaluated that year. The Principal shall comply with the request (limited to twenty-five per cent [25%] of the unscheduled staff).

91. E. All monitoring or observation of the work of a Teacher shall be conducted openly and with the knowledge of the Teacher. It shall be understood that the day-today observations and supervisory contacts with the Teacher may be used in the evaluations. Written notice of unsatisfactory observation and supervisory contacts to be included in an evaluation must be received by the teacher within ten (10) days.

92. F. Any complaint made against a Teacher shall not be incorporated into the Teacher's evaluation unless the Teacher has been informed of the complaint.

93. G. When an administrator believes a tenured Teacher is doing unacceptable work, the reasons shall be identified and explained. The specific areas in which the Teacher is to improve and any special assistance to be given by the Administrator and other staff member shall be stated in an Individualized Development Plan (See Appendix F.) Any provisions for improvement that were specified in a previous IDP are to be reviewed at the next scheduled conference.

94. H. A Teacher who disagrees with an evaluation or recommendation may within five (5) days submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.

(See reference in paragraph 39 for non-instructional bargaining unit members.)

95. I. This policy shall apply only to day school Teachers who are under the regular Teacher Contract.

96. J. Each written evaluation shall be reviewed by each party and signed by both before being placed in the personnel file.

97. K. Annually an advisory council shall meet to review the IDP form and evaluation procedure. This council shall make recommendations to the Superintendent and/or his designee and to the LEA Representative Council concerning any changes mandated by current or new laws. This council shall be made up of three (3) administrators and three (3) Teachers, one each from the elementary, middle and high school level. The Teachers to serve on this committee shall be selected by the Superintendent from the list of Teachers volunteering for the position.

98. L. See Appendix F. for approved form for evaluation and IDP.

XIV. Teaching Duties, Hours, and Classload

99. A. Duties

100. 01. Teachers working full time for the district shall consider their teaching assignment paramount and of first concern. Other employment and non-school responsibilities shall be secondary during expected hours of employment.

101. 02. Adequate plans shall be available at school at the end of the teaching day in case a substitute is required the following day.

102. 03. Teachers will be available for conferences with parents, the administration, students, or others when requested by the Principal the previous day.

103. 04. An evening activity approved by the Board and the Executive Board of the Association requiring mandatory attendance of Teachers shall be published not less than four (4) weeks in advance. Failure of the Teacher to attend without reasonable cause shall result in the reduction of salary at a rate of one-third (1/3) of the daily base salary based on 186 (one hundred eighty-six) eight (8) hour days.

104. 05. Teacher building meetings may be held on Monday after school. These meetings may be held on another day or prior to school when agreed upon by a majority of the Teachers. No Teacher will be detained more than 15 (fifteen) minutes if the Teacher reports to the Principal at or before the meeting a prior commitment and the Teacher did not receive notice the previous day. These meetings may not exceed one (1) hour. Any meeting that is adjourned because of the one (1) hour time limit may be continued at the same time on the next working day for a time period not to exceed

thirty (30) minutes.

105. 06. Curriculum Council, grade level, and department meetings may be held immediately after school or with release time on Monday, Tuesday, or Wednesday. Thursday may be used when they are not in conflict with L.E.A. activities. When necessary, such meetings may be held once a month. If listed in the weekly bulletin, attendance shall be mandatory unless excused by the Superintendent. Regular meetings when canceled will not be rescheduled. Special or emergency meetings may be called, but no Teacher will be detained more than 15 minutes if the Teacher reports to the Chairperson at or before the meeting a prior commitment and the Teacher did not receive notice of the meeting on the previous day.

106. 07. Teachers who will be affected by a change in grade or building assignment in the elementary school grades and by changes in subject assignment in secondary school grades will be notified and consulted by their Principals as soon as practicable and prior to June 1, except otherwise necessitated by validated enrollment change, resignations, leave of absence, and other conditions beyond the control of the Board.

107. 08. It shall be the policy to employ regular bus drivers for student transportation whenever possible. This policy shall in no way require any Teacher to drive a bus; however, Teachers may agree to drive. If a Teacher agrees to drive a trip out of the district, he/she will receive compensation for the amount of not more than two (2) hours' driving time at the pay scale for a regular bus driver.

108. 09. Teachers collecting money shall turn money in regularly with an itemized statement when necessary. Teachers shall not allow more than ten (10) dollars to accumulate in any period over one (1) week without reporting collections. Failure to do so shall result in the Teacher's being personally liable for the funds.

109. 10. Teachers shall be held accountable for verifying invoices of materials purchased for their use. No invoice is to be in the Teacher's possession more than three (3) days including the day the invoice is received.

110. 11. Teachers shall assume responsibility for the enforcement of building policy regarding student conduct. This policy shall be specific and posted at the beginning of the school year and reviewed by Administrators and staff as necessary.

111. 12. Whenever a student with special health needs is assigned to a regular education classroom, a copy of the following will be provided: written medical procedural authorization signed by a licensed physician and the student's parent/guardian including the procedures to be utilized. Necessary supplies will also be provided, if any, and a location or setting appropriate to provide the service. The Board shall pay the cost in connection with the training and provide release time when necessary. Consideration will be given to a Teacher who, for personal reasons, may be unable to provide a health service.

112. B. Hours

113. 01. Teachers' starting time will be (is) fifteen (15) minutes prior to the start of the regular student day. Teachers' dismissal time will be when the Teacher has no further commitments, he/she is free to leave the school for the day following the departure of the buses. School social workers may use flex scheduling. Only hours of direct contact work between the social worker and student(s) and/or parent(s) occurring after four o'clock p.m. may apply. Requests for usage will be made in writing forty-eight (48) hours ahead of the occurrence. Administrative approval will then be assumed unless the building administrator notifies the Social Worker of extenuating/emergency circumstances twenty-four (24) hours ahead of the occurrence. Summer work will be paid at a per diem rate - when provided for in contract.

114. 02. All Teachers shall be entitled to a duty-free lunch period of no less than thirty (30) minutes.

115. 03. Secondary Schools -- the daily instructional times and periods are as follows.

116. a. High School Teachers' normal teaching load will be no more than twentyfive (25) teaching periods per week. High School part time teachers shall be paid one-fifth (1/5) of actual salary per hour taught provided he/she adds one additional hour of on-site preparation/conference time per day. If additional time is not spent, then rate of pay shall be one-sixth (1/6) of actual salary per hour taught.

117. b. Junior High Teachers' normal teaching load will be no more than thirty (30) teaching periods per week. Junior High shall be paid one-sixth (1/6) of actual salary per hour taught provided he/she adds one additional hour of on-site preparation/conference time per day. If additional time is not spent, then rate of pay shall be one-seventh of actual salary per hour spent.

118. c. The normal working week shall include no less than five (5) preparation periods of equal time length to a teaching period.

119. d. The normal instructional day for Teachers shall not be more than three hundred (300) minutes of student contact time.

120. e. Any adjustments and/or changes in the instructional times, periods, or the length of the work day can be made if the changes are mutually agreed to by the building Administrator and a majority of the teaching staff.

121. 04. Whenever a secondary Teacher accepts to teach any classes on a regular basis during the conference period, the additional salary shall be computed as follows:

122. a. The Teacher will be paid one-sixth (1/6) of actual salary provided the Teacher does not add one (1) additional hour of on-site employment following the end of the regular Teacher's day.

123. b. The Teacher will be paid one-sixth (1/6) of base salary if the Teacher does not add one (1) additional hour of on-site employment.

124. 05. Elementary School -- The normal instructional day for Teachers shall not average more than three hundred (300) minutes of student contact time per day.

125. a. Elementary Teachers shall receive for preparation time not less than five (5) twenty - thirty (20-30) minute special instruction periods per week as scheduled. Elementary Teachers may also use regularly scheduled recesses as additional preparation time. Every effort shall be made to allow elementary Teachers with not less than one (1) thirty (30) minute preparation period per day.

126. 1. When a Teacher is required to cancel a scheduled preparation time, the preparation time shall be made up within five (5) school days. The Teacher will provide written notification within two (2) days to the building Principal that compensation is expected if the planning period is not made up.

127. 2. Elementary Teachers who are required to teach during planning periods that are not made up will be paid one twelfth (1/12) of the Teacher's actual daily salary provided

128. 3. It is understood that each staff member may need to make special arrangements for recess duty during inclement weather.

129. 4. Part-time Teachers shall have preparation time and duty-free recess time pro-rated as per contracted working time.

130. 5. In the event that additional time beyond the amount stipulated in Paragraph 127 above is mandated by state law, the additional time requirement, up to one hundred (100) minutes per week, may be met by a Teacher(s) supervising recess. Said Teacher(s) shall be paid the appropriate amount as indicated in Schedule B2.

131. (a) In the event the state rules that supervised recess by a certified employee does not meet the mandate, the Association and the Board will meet to determine the appropriate change(s) in the work day to meet the mandated time as a maximum. In deliberating the appropriate changes in the work day, both parties shall adhere to the current start and dismissal times, if at all possible.

132. (b) The method of determining the necessary recess supervision shall be left to the teaching staff and the administrator at each of the affected buildings. The Superintendent shall be provided a copy of the building's plan before the first day of

school for students. Teacher recess coverage shall be in addition to, not in place of, paraprofessional recess coverage.

133. (c) Any adjustments and/or changes in the instructional times can be made if the changes are mutually agreed to by the building Principal and all of the affected teaching staff.

134. 06. During a school year in which reductions in staff are necessary, no Teachers shall be assigned to classes during their conference periods while Teachers remain on layoff unless no member of the teaching staff is certified and qualified to teach the additional class.

135. 07. Newly appointed, inexperienced Teachers shall receive special consideration for assignments by the administration in regard to subject matter, grade level, class size, and preparations. Such preferential treatment shall be accepted as necessary to allow inexperienced Teachers to gain confidence and experience without undue pressure.

136. C. Classload

137. 01. The parties, in recognition of the fact that effective education requires personal attention and consideration of students by all members of the bargaining unit, have agreed to maximum class size and all relevant professional staff-student ratios to promote effective education. In the development of this agreed upon standard, the parties recognize that some students who have physical, mental, and/or emotional impairments (handicaps as defined by law) require special education programs and services. They also recognize that without proper planning, the integration (mainstreaming) of these students into the least restrictive environment as required by law may interfere with and/or place extraordinary demands on the regular classroom Teacher as well as the other students in such classrooms. Therefore, it is agreed that there will be a weighted factor (one student + one and one half (1.5) FTE) applied to the placement of such special students in the determination of class sizes as provided in this Article.

138. a. The Teacher (if known) who will be providing instruction next September and/or the student's current regular education instructor will be invited, in writing, to the IEPC, whenever possible.

139. 02. Early Elementary

140. a. The pupil-teacher ratio for developmental kindergarten shall be twenty-three (23) or less for academic classes. Additional students may be added up to but not exceed two (2). Aide time will be half time daily with an increase of 20 minutes for each extra student over the amount of 23. Two additional students may be added with prior approval of the Teacher and LEA Building Representative.

141. b. The pupil-teacher ratio for grades Kindergarten-three (3) shall be twenty-five (25) or less for academic classes. Additional students may be added up to but not to exceed two (2). Aide time will be increased to twenty (20) minutes per day for each student over the amount of twenty-five (25). Two (2) additional students may be added with prior approval of the Teacher and the LEA Building Representative.

142. 03. The pupil-teacher ratio for grades four through six (4-6) shall be twentyseven (27) or less for academic classes. Additional students may be added up to but not exceed three (3). Aide time will be increased to 15 (fifteen) minutes per day for each student over the amount of twenty-seven (27). Two (2) additional students may be added with prior approval of the Teacher and the LEA Building Representative.

143. 04. The pupil-teacher ratio for grades seven-twelve (7-12) shall be thirty (30) or less for academic classes. Additional students may be added up to but not to exceed six (6). (Class loads shall not exceed thirty-six [36] students at any time unless mutually agreed upon by the Teacher and building Principal.) Clerical time of fifteen (15) minutes will be given for each extra student over thirty (30).

144. 05. It is a Teacher's option to accept or not accept the Aide/Clerical time offered.

145. 06. The pupil-teacher ratio in secondary classes shall not exceed 180 (one hundred eighty) students per day.

146. 07. Since pupils are entitled to be taught by Teachers who are working within their area of competence, Teachers shall not be assigned outside the scope of their major or minor fields of study in the secondary schools without their prior consent. Further, whenever possible, no secondary Teacher shall have more than three (3) preparations a day in the academic subjects. When deviations from this guide are necessary and a Teacher is going to be assigned more than three (3) academic preparations, the Teacher shall be notified as soon as possible after such assignments are evident and the situation shall be discussed in an effort to resolve any problems resulting from the assignment. Each modified, accelerated, and enriched class requiring different preparations shall be considered a single preparation.

147. 08. These pupil-teacher ratios shall remain in effect as long as the cash balance on June 30 is not reduced to less than nine and one-half (9.5) percent of the previous year's total expenditures.

XV. Board Responsibilities for Instruction

148. A. It is acknowledged that the primary duty and responsibility of the Teacher is to teach and the organization of the school and the school day should be directed toward insuring that the energy of the Teacher is primarily utilized to this end.

149. B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools equipped and maintained consistent with funds available. The Association may at any time submit a request for equipment needed for effective teaching.

150. C. The Board agrees to make available in each school adequate typing and duplicating facilities for use in the preparation of instructional material. A copy machine and large print typewriter shall be provided in each building when requested and justified, provided funds are available. Lavatory facilities exclusively for Teacher use and at least one room, appropriately furnished and phone provided, which shall be reserved for use as a faculty lounge in which smoking shall be permitted, shall be provided where building enrollments and physical facilities allow. Provision for such facilities will be made in all future school buildings.

151. D. The Board shall provide:

152. 01. A separate desk for each Teacher in the district, a desk with lockable drawers, and/or some lockable space available in the room upon the request of the Teacher.

153. 02. Suitable closet space for each Teacher to store coats, overshoes, and personal articles, preferably lockable.

154. 03. Adequate chalkboard space in every classroom and room used for instructional purposes.

155. 04. Copies, exclusively for each Teacher's use, of all texts used in each of the courses he/she is to teach. Teachers are expected to be familiar and utilize the Teacher's editions of texts and manuals which will be provided.

156. 05. Adequate storage space in each classroom for instructional materials.

157. 06. Adequate attendance books (elementary), paper, pencils, pens, chalks, erasers, chamois for chalkboard cleaning, and other such materials required in daily teaching responsibility.

158. 07. Safe and Sanitary Instructional Settings. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

159. 08. An unsafe or hazardous condition shall be immediately brought to the attention of the building Principal by the staff member. The building Principal will take appropriate action in cases of an emergency. In the event the problem cannot be resolved immediately, the problem will be referred to the Safety Committee for resolution. The Safety Committee will be composed of two (2) Board representatives and two (2) LEA representatives.

160. E. Gym uniforms for physical education Teachers, smocks for art and home economics Teachers, laboratory coats for laboratory science Teachers, and shop coats for vocational and industrial education Teachers shall be made available upon request. Such clothing when requested shall be worn daily. New purchases shall be made on an approved order and shall remain the property of Lakewood Public Schools, such purchases to be made upon return of the old equipment.

161. F. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a Teacher reference library in the high school and include therein all texts which are reasonably requested by the Teachers as long as Teachers display reasonable use of said library.

XVI. Student Teaching Assignments

162. A. Supervisory Teachers of Student Teachers shall be tenured Teachers. Such assignment shall be voluntary on the part of the Teacher. Teachers who voluntarily accept the assignment shall be known as "Supervising Teachers."

163. B. Supervising Teachers shall work directly with the university program coordinator and assist in developing extensive opportunities for the Student Teacher to observe and practice the arts and skills of the profession.

164. C. The Association agrees to accept Student Teachers as honorary members during their teaching period and include them in appropriate meetings and activities of the Association.

165. D. The Supervising Teacher shall file a written report and an evaluation with the university coordinator and the administration with a copy to the Student Teacher each four (4) weeks.

166. E. The Board shall, upon request, disclose the amount received from the university placing the Student Teacher. Such funds shall be used to purchase educational items for the building as agreed upon by the Supervising Teachers and Principal or placed in the building miscellaneous fund.

167. F. It is recognized by all parties involved that the training of prospective

Teacher candidates is a most serious enterprise. Thus the Board and Association agree to jointly monitor the Teacher training program in the Lakewood Public Schools. If either the Board or Association allege that a particular university program is not meeting or will not meet its responsibility to its Student Teachers, a joint hearing will be held between the Board's representative and the Association's representative and the university coordinator. If the university program is found to be in any way deficient, joint recommendations will follow. Failure of the university coordinator to carry out the recommendations will result in termination of further association with the Lakewood Public Schools.

XVII. Negotiation Procedure

168. A. By June 1, prior to the expiration of this agreement, the Association and Board will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of Teachers employed by the Board.

169. B. In any negotiations described in this Article, neither the Association nor the Board shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership at large of the Association who cast votes. The parties mutually pledge that representatives selected by each shall be empowered with all necessary authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

170. C. If the Association and Board fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take such action as it deems necessary which is within the scope of the Michigan Employment Relations Commission.

171. D. When both the Board and the Association agree, negotiations may be reopened for the purpose of renegotiating items included in the Agreement or for negotiation of items added to the Agreement.

172. E. When it is mutually agreed that negotiations referred to in Paragraph A between the Association and the Board shall take place during the school day, any Teacher so engaged shall be released from regular duties without loss of salary.

XVIII. Grievance Procedure

173. A. A grievance is defined as a claim by a Teacher, group of Teachers, or the Association based upon any alleged violation of this agreement and/or established Teacher personnel policy.

174. B. It is understood that any grievance will first be submitted to the grievance committee. If the recommendations of the committee are not acceptable to either or both parties, the grievance may then be processed through the procedure herein described.

175. C. Depending upon the level reached in processing the grievance, a "party of interest" shall be defined as the Teacher or group of Teachers, or the Association on the one hand, and the Superintendent or his/her designated agent, or the Board on the other hand.

176. D. The term "day" shall be interpreted as meaning a calendar day.

177. E. The primary purpose of the procedures set forth in this Article is to secure, at the lowest level possible, agreeable and equitable solutions to a stated grievance. Parties of interest agree that these proceedings shall be kept confidential.

178. F. Structure

179. 01. The appropriate building Principal is designated as the administrative representative for Level One of the procedure.

180. 02. The Superintendent is the administrative representative for Level Two; but he/she may designate his/her position at this Level to the Assistant Superintendent.

181. 03. The Board will act in its own behalf at Level Three of this procedure. It may, at its discretion, designate three (3) of its members to fulfill its obligation at Level Three.

182. 04. A grievance may be filed at Level Two if it could affect personnel in more than one (1) school building.

183. G. Procedure

184. 01. Level One: Any Teacher or group of Teachers or the Association, may file the grievance with the building Principal. He/She shall meet with the grievant and/or representatives of the Association if requested by the grievant within five (5) days after receipt of the grievance. He/She shall reply in writing to the grievance within five (5) days after this meeting.

185. 02. Level Two: If the building Principal's reply is not acceptable to the grievant, a written grievance may be filed with the Superintendent within ten (10) days after the Principal's reply has been received. The Superintendent shall meet with the grievant and/or representatives of the Association within five (5) days after receipt of the grievance. The superintendent shall reply in writing to the grievance within five (5) days after this meeting.

186. 03. Level Three: If the Superintendent's reply is not acceptable to the grievant, the Association President may file a written grievance with the Board of Education's secretary on behalf of the grievant within ten (10) days after receipt of the grievance by the Board. The Board's decision, or that of its representatives, shall be rendered to the Association in writing within five (5) days after the next regular Board of Education meeting.

187. 04. Level Four: If the decision of the Board is not acceptable to the grievant, the grievance may be submitted to an impartial arbitrator selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing. If such appeal is not made within fifteen (15) days after receipt of the Board's decision, the grievance shall be determined to be withdrawn.

188. a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. Binding arbitration shall apply only on the alleged breach of the Master Contract.

189. b. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth in Subparagraph four (4) of this Article. It shall be binding upon the Association and the Board. The Association shall not finance directly any of its members in any appeal to court or labor board from a decision of an arbitrator. Noncompliance with the arbitrator's decision by either party within thirty (30) days shall be just cause for appeal to a court of competent jurisdiction.

190. c. The fees and expenses of arbitration shall be paid by the party losing the grievance.

191. H. Any grievance occurring during the period between the termination date of this Agreement and the effective date for a new Agreement shall be processed under the terms of this Agreement.

192. I. Failure of a grievant or the Association to proceed from one level of this procedure to another within the time limits set forth shall be deemed to be an acceptance of the reply or decision previously rendered. A grievance may be withdrawn by the grievant of the Association at any level without prejudice.

193. J. Any party of interest may be represented at any meeting or hearing and at all steps and stages of the grievance procedure.

194. K. If any Teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any profession compensation or advantage, the same or its equivalent in money shall be paid to him/her.

195. L. Copies of all written decision of grievances shall be sent to all parties involved and the Association's secretary.

196. M. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

197. N. All documents, communications, or records dealing with the grievance shall be filed separately from the personnel files of the participants.

198. O. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.

199. P. The time lines set forth in this article may be extended by mutual consent of the parties of interest provided such agreement is made before the time line of interest expires. Any such extension of time limits shall be in writing, signed and dated by representatives of both parties of interest.

200. Q. See Appendix G for Grievance Form.

XIX. Illness/Disability and Other Leaves of Absence

201. A. At the beginning of each school year, each Teacher shall be credited with ten (10) days of health leave, the unused portion of which shall accumulate year to year without limitation. The Teacher may use all or any portion of their leave for:

202. 01. Illness or disability which shall include, in part, all disabilities caused or contributed to or by pregnancy, miscarriage, abortion, child birth, and recovery therefrom.

203. Illness, injury, births, and/or deaths in the immediate family maximum four (4) days per year, not intended to be used consecutively with Illness/Disability and Other Leaves of Absence, F, 02., Group 1.

204. A Teacher absent because of mumps, scarlet fever, measles, head lice, hepatitis, impetigo, pink eye, ringworm, or chicken pox which can be shown to be attributable to a source in school shall suffer no diminution of compensation and shall not be charged with sick leave for a period of ten (10) days for any one (1) illness. The building administrator or his/her assignee will notify the Teacher of any contagious conditions in his/her students on a need-to-know basis.

205. 04. Any Teacher who shall receive worker's compensation benefits shall be charged sick leave only for the pro-rated difference between the benefits and the employee's full salary. No time shall be deducted from sick leave for the first ten (10) days.

206. 05. Sick leave benefits shall be extended to the Teacher at the rate of four (4) days per year of service in the Lakewood District provided he/she meets the following requirements:

207. a. The Teacher shall have had not less than twenty (20) sick days accumulated at the time of the illness.

208. b. That 15 (fifteen) contract days have elapsed since the Teacher's last sick leave day has been used. The Board agrees to pay the Teacher who is qualified his/her full salary less any worker's compensation or loss of income insurance collectible by the Teacher. The Board agrees that at the start of each year it will make sixty (60) days available for this purpose. If more than sixty days are used, the Association agrees that one (1) day shall be deducted from every eligible Teacher and these days shall remain permanently available until used.

209. 06. The Board agrees to pay the Teacher who qualified his/her full salary less any worker's compensation or loss of income insurance collectible by the Teacher.

210. 07. The Board agrees that at the start of each year it will make sixty (60) days available for this purpose. If more than sixty (60) days are used, the Association agrees that one (1) day shall be deducted from every eligible Teacher and these days shall remain permanently available until used.

211. B. Health Leave of Absence:

212. 01. Any Teacher whose personal illness extends beyond the period compensated above under ILLNESS/DISABILITY shall, upon request, be granted a leave of absence without pay or fringe benefits which in accumulation with the granted sick leave shall not exceed one year but may be extended by official action by the Board of Education at its discretion.

213. 02. Upon return from a health leave during the same school year, the Teacher upon his/her request may be returned to his/her original assignment whenever possible.

214. 03. If absent beyond the school year in which the leave commenced, the Teacher shall be returned to a comparable position if the exact position is not open.

215. 04. Before a Teacher returns from such a leave, the Board may require a statement of good physical and mental health to be completed by a licensed physician agreeable to both parties.

216. C. Officers of the Lakewood Education Association and Negotiation Team:

217. 01. The Board agrees to provide released time at full pay to the Association for the purpose of its representatives attending the Representative Assembly and Leadership Conference not to exceed a total of four (4) days. Representatives will be released up to twenty (20) days a year at the Association's expense. The District shall pay the cost of any substitutes required.

218. 02. The L.E.A. secretary must give notice for this request to the Superintendent as early as possible.

219. 03. No more than two (2) Teachers may be absent under this provision at any one time unless the event is the MEA Negotiators Conference.

220. D. Military leaves of absence shall be granted to any Teacher who shall be inducted involuntarily into active service of the United States. Teachers on military leave shall be given the benefit of any increments and seniority which would have been credited to them had they remained in active service to the school system, and all accumulated sick leave days acquired prior to entry into service will be retained.

221. E. General Leave of Absence

222. 01. A general leave of absence may be granted for sabbatical or educational leave, elective office leave or for another acceptable reason as follows:

223. 02. The Teacher and Board shall first mutually agree in writing as to the terms of the leave.

224. 03. The proposal shall be submitted for review to the L.E.A. If the L.E.A. does not veto the proposal within ten (10) days, it shall be considered approved.

225. F. Leaves for Personal or Business Reasons

226. 01. At the beginning of each school year each Teacher shall be credited with three (3) days to be used for the Teacher's personal business. Any unused portion becomes accumulated personal leave without limit. A personal business day may be used for any purpose at the descretion of the Teacher within the guidelines set forth below. A Teacher planning to use a personal leave day or days shall notify his/her Principal at least two (2) days in advance except in case of emergency.

227. 02. The personal business leave shall be used for the purpose of handling personal affairs which normally cannot be dealt with on the weekend or after school hours. It is not provided for casual or indiscriminate use. Only the time required for the specific purpose is approved. Teachers are expected to request only that part of the day that their absence is necessary. Use of personal business leave shall include but not be limited to: Group I: The Teacher will be charged for the personal day(s) but with no salary deduction.

228. a. Sickness or death of relatives (immediate family: three (3) days; other relatives: two (2) days)

229. b. Funerals (maximum one [1] day)

230. c. Normal birth of child (father, maximum two [2] days)

231. d. Federal income tax audit

232. e. Wedding participant (maximum one [1] day)

233. f. Attend graduation exercise in immediate family (maximum one [1] day)

234. g. Estate settlement (maximum one [1] day)

235. h. As an elected official representing a political subdivision of government (maximum one [1] day)

236. i. Moving of complete household (maximum one [1] day)

237. j. Failure of commercial or public carriers to provide expected services or the official closing of highways (maximum one [1] day)

238. k. To provide leadership in activities requiring personal supervision of youth program (maximum one [1] day)

239. I. Personal business appointments that cannot be scheduled at any other time (maximum [1] day)

240. m. Counseling, enrollment, or college credit check for self (maximum one [1] day)

241. n. Kindergarten enrollment or first day of school for own child (maximum onehalf [1/2] day)

242. o. Participation in own child's school activities (maximum one-half [1/2] day)

243. Group II: The Teacher will be charged for the personal day(s) and a deduction equal to the cost of the substitute shall be charged to the Teacher's salary.

244. a. To investigate, visit the campus, or enroll own child in college or post-high school program (maximum one [1] day)

245. b. Sickness or death of a relative (additional [2] days per occurrence)

246. c. A scheduled interview for other permanent employment (one-half [1/2] day per year)

247. d. Weddings (two [2] days per year)

248. e. Prepare for own child's graduation (one [1] day per year)

249. f. Additional days needed to participate in a wedding out of state (two [2] days per year)

250. g. Participate in own church activities (one [1] day per year)

251. Group III: The Teacher will not be charged with a personal day but will be charged with a day's pay as a salary reduction for each day requested.

252. a. Birth of a grandchild

253. b. Car trouble or repairs

254. c. Unplowed or poor road conditions when school is in session.

255. d. Visit relatives out of state for special occasions

256. 03. Discretionary Days

257. a. All Teachers are entitled to one discretionary personal day per school year. Additionally, any Teacher who has accumulated not less than fifteen (15) personal days may use one (1) discretionary day per year and/or any Teacher who has accumulated at least one-hundred (100) health leave days may exchange ten (10) of those for one (1) discretionary day per year. Either of those two (2) days can be used for any reason including those listed in Groups I - III with no deduction of salary.

258. b. The Teacher will give a minimum of three (3) days notice to the building Principal. Not more than two (2) Teachers may be gone under this policy from any one building on the same school day. Should more than two teachers request the same day, leave shall be granted to the Teachers with the greatest number of accumulated personal days. No Teacher shall be granted this day to extend a scheduled school vacation period. Discretionary days cannot be used on consecutive work days.

259. c. When the day(s) has been scheduled in advance, the Teacher must utilize the day, unless school is canceled.

260. 04. The number of days for any personal business leave may be extended by the Superintendent. Such extensions shall not exceed the number of days earned.

261. 05. The immediate family shall include all individuals living in the household and under the same roof and/or persons declared dependents on the Teacher's Federal Income Tax form plus all parents, siblings and children of the employee.

262. 06. The granting of personal business leave by the Principal shall be automatic if in compliance with the policy. He/She shall only report the date and reason as reported by the Teacher. Any question regarding use of personal business leave shall be directed to the Superintendent's Office.

263. 07. The Board shall charge the Teacher on a triple pro-rated basis and/or forfeiture of all accumulated leave days when leave for personal reasons is misused.

264. 08. Other leaves for personal reasons without pay may be granted at the discretion of the Superintendent.

265. 09. An employee may make a request directly to the Superintendent when it is desired to be confidential and no reason will need to be recorded.

266. G. Leaves for Other Purposes:

267. 01. Leaves of absence with full pay not chargeable against the Teacher's sick leave or personal leave shall be granted for the following reasons.

268 a. Absence when a Teacher is called to jury duty.

269. b. Court appearance when subpoenaed as a witness in any case connected with the Teacher's employment or the school.

270. c. Approved visitation of other schools.

271. d. Time necessary to take the selective service physical examination.

272. e. When attending any function so directed by the administration.

273. 02. A Teacher called for jury duty shall be paid full salary and remit to the Board any jury fees. The Teacher is expected to report for work whenever it is possible to return to school for a half day or more.

274. H. The Board will grant sabbatical leave for a period not to exceed one (1) year with conditions and financial assistance to be mutually arranged and agreed to between the Teacher and the Board.

275. 01. The Teacher, upon return from sabbatical leave, shall be restored to his/her former position or to one of comparable status for which he/she is certified and qualified.

XX. Child Care Leave

276. A. A leave of absence shall be granted to any (male or female) bargaining unit member for the purpose of child care. Said leave shall commence upon request of the bargaining unit member. It is further provided that:

277. 01. A pregnant bargaining unit member may commence said child care leave prior to or subsequent to the birth of her child at her option. A child care leave shall be available to the bargaining unit member upon termination of her disability benefits at the option of the bargaining unit member.

278. 02. The written request shall specify the date the Teacher desires to commence the leave and an estimated date for his/her return to teaching. The bargaining unit member shall give forty-five (45) days notice prior to the start of the next semester.

279. 03. The leave shall be extended up to a period of two (2) school years by written request of the bargaining unit member.

280. 04. The reinstatement shall be to the bargaining unit member's former position or to a similar position for which he/she is qualified and certified.

281. 05. Accrual of seniority and experience credit on the salary schedule during any of the foregoing leaves while on approved extensions shall be consistent with Articles of the Agreement.

282. 06. Upon reinstatement the Teacher taking leave hereunder will be entitled to accrued experience and sick leave accumulated prior to the start of said leave. Any Teacher completing over fifty (50) percent of the class days in any semester during which leave commences or ends shall be given credit on the salary schedule and sick leave for that semester.

283. 07. A Teacher may apply for an adoptive leave without pay under the provisions of child care leave of absence.

XXI. Family and Medical Leave

284. A. A leave of absence of up to twelve (12) weeks shall be granted to any bargaining unit member under the provisions of the Family and Medical Leave Act of 1993. Said leave shall commence upon request of the bargaining unit member and approval of the Board of Education. Health, dental, and vision benefits will be maintained for the duration of the leave.

285. 01. Leaves of absence without pay shall be granted for the following reasons:

a. Newborn child: The birth of a son or daughter and in order to care for such son or daughter.

b. Newly placed child: The placement of a son or daughter by adoption or foster care.

c. Care of a family member: To care for a spouse, son, daughter, or parent (not parent-in-law) if the spouse, son, daughter, or parent has a serious health condition.

d. Disability: A serious health condition making the bargaining unit employee unable to either work or perform any of the "essential functions of his or her position" as defined under the Americans with Disabilities Act.

286. 02. To be eligible, the bargaining unit member must have been employed by Lakewood Public Schools at least 12 month immediately preceding the commencement of the leave.

287. 03. The bargaining unit member will be required to use the maximum number of health or personal days allowable per incident under the Master Agreement, not to exceed the total days accumulated by the bargaining unit member. The remaining leave, up to the12 weeks provided by the Family and Medical Leave Act shall be without pay.

288. 04. Leave shall be requested in writing at least thirty (30) days prior to the date the leave is intended to commence. In emergency situations or unforeseeable situations, exceptions can be made by the Superintendent. Requests for disability leave must be accompanied by certification from a licensed health care provider.

289. 05. The Teacher, upon return from the leave, shall be restored to his/her former position, or to one of comparable status and salary for which he/she is certified and qualified.

290. 06. A Teacher returning from a leave taken for birth of a child or medical reasons shall provide the Board a statement of good physical and mental health completed by a licensed physician. The Board may require a second opinion from a licensed physician of its choice.

291. 07. If the bargaining unit member fails to return following the leave, the district will recover all health, dental, and vision premiums paid during the leave period. Only a situation beyond the Teacher's control, such as continuation of a serious health condition is exempted from this requirement.

292. 08. It is the district and bargaining unit's intent to comply with all other aspects of the Family and Medical Leave Act of 1993.

XXII. Professional Compensation

293. A. Salary

294. 01. The salary of Teachers covered by this Agreement for the school years 1997-1998 through 1998-1999 are set forth in Appendix A, which is attached to and incorporated into this Agreement. The salary schedule and fringe benefits affecting compensation shall be subject to negotiations beginning no later than June 1 prior to expiration of this Agreement.

295. 02. Teachers engaged in activities enumerated in Appendix B shall be compensated in accordance with that schedule. (See paragraph 10 following.)

296. 03. Both parties recognize the desirability of additional study regarding such concepts as performance increments and agree to cooperate in the development of a workable model. It is agreed the Board will financially back any mutually acceptable plan that provides for performance increments based on evaluations initialized by the teaching staff.

297. 04. A Teacher who is engaged during the school day in negotiating procedures on behalf of the Association with any representative of the Board, or who participates in any professional grievance procedures which are scheduled by the Board or the administration, shall be released from regular duties without any pay loss or penalties.

298. 05. A Teacher upon request may be released from his/her regular duties without loss of pay to participate in workshops, program, or conferences oriented solely to improving professional competency. Such requests are subject, however, to the discretion of each Principal. There shall be no more than six (6) Teachers per district, requiring substitutes, absent for such reasons at any one (1) time, unless special authorization has been given by the Superintendent.

299. 06. In event any Teacher is not to be paid for a day, the rate shall be daily rate based on total contract days.

300. 07. Teachers whose contracted positions require working days not in the negotiated calendar will be paid at their per diem rate.

301. 08. A Teacher shall be considered a full-time professional employee when he/she has signed a contract and/or agrees to be employed for not less than one hundred fifty (150) days. Employees working less than five (5) days per week shall have insurance benefits prorated.

302. 09. Extracurricular pay and Responsibilities

303. a. The Board agrees to pay Teachers for extracurricular duties within the

Page 34

percentage of the base salary as stated when duties are consistent with past responsibilities.

304. b. The Board reserves the right to establish and post salary, hours, and duties for scaled down or altered extracurricular responsibilities. The decision to accept any assignment will be solely that of the Teacher.

305. c. Nothing shall prevent the Board from employing persons not employed by Lakewood Public Schools for Schedule B positions. Bargaining unit members shall have priority for Schedule B positions if their qualifications and experience are equal to or exceed those of external candidates. Bargaining unit members shall be notified of contract non-renewal within thirty (30) days of completion of duty. All vacant positions shall be posted after May first (1) and shall be filled at least thirty (30) days prior to commencement of duty.

306. d. For any extra duty not listed on Schedule B, the building Principal, with the approval of the Superintendent, may give up to two (2) percent for the activity.

307. 10. Driver Education salaries shall increase the same percentage as does the base salary each year.

308. 11. Teachers not regularly scheduled on canceled school days will not be compensated.

309. B. Salary, Part-Time Teachers

310. 01. Part-time Teachers will advance one (1) step on the salary schedule for each year taught. When a Teacher goes form part-time to full-time employment, the Teacher will be credited steps on the salary based on the actual equated full-time experience. (Example: A Teacher on half time for two [2] years will have earned one [1] full year of credit when choosing to teach full-time.)

311. 02. The acceptance of a part-time position does not necessarily insure a change to a full-time or a continuation of part-time assignment in years following the terms of the present contract. However, by mutual agreement, any Teacher and the Board may agree to an arrangement (for a specific period of time) in which the Teacher will be employed part-time and shall have the option at the end of the period to return to a full-time position or remain a part-time employee.

312. a. The period of time the agreement is to last will be stated in written form and will be signed by both the Teacher and the Board's representative.

313. b. Tenure and seniority rights shall apply to all part-time positions.

314. C. Mileage:

315. 01. Mileage rate paid employees required to use their own vehicles for school business shall be thirty-one (31) cents per mile.

316. 02. Teachers may elect to drive their own vehicles. In such cases where school vehicles are available, the Teacher will be reimbursed fifteen (15) cents per mile.

XXIII. School Calendar

317. A. The starting school date, ending date, vacation periods, legal paid holidays, number of pupil attendance and membership days, Teacher-Parent conference days, and Teacher record days will be reviewed annually by the Board of Education and the Association. The calendar shall remain the same as the prior year unless mutually agreed upon changes are made by June 1. (See also Appendix C)

318. B. Teachers not regularly scheduled on a canceled school day will not be compensated. Neither will a Teacher be charged for a personal or sick day on a canceled school day.

319. C. Closing dates are subject to change as any lost days of instruction (less than seventy [70] percent district-wide attendance) through out the year will be made up at the end of the school year as per current state law requirements.

XXIV. Miscellaneous Provisions

320. A. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognized that the Code of Ethics of the Education Profession considered by the Association and its membership to define acceptable criteria for professional behavior.

321. B. Copies of this agreement shall be printed at the expense of the Board and presented to all Teachers now employed or hereafter employed by the Board.

322. C. At the request of either party, representatives of the Board and Association may meet once a month for the purpose of reviewing the implementation of the Agreement and to resolve problems that may arise.

323. D. If any provisions of the Agreement or any application of the Agreement to any Teacher or group of Teachers shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

324. E. Contract length: This contract shall be in force for the 1997-1998 and 1998-1999 school years, terminating at midnight on June 30, 1999. 325. F. This Agreement supercedes and cancels all previous Agreements, verbal or written, except that any item in the last previous contract shall be in force for six (6) months from the beginning date of this contract unless superseded by this document.

326. G. During the term of this Agreement, The Association will not cause, participate, authorize, or support any strike or work stoppage, which in any way limits Teachers' service to the Lakewood District. The Association will not directly or indirectly take reprisals against any Teacher who continues or attempts to continue the full, faithful, and proper performance of his/her contractual duties.

327. H. All L.E.A. meetings and L.E.A. committee meetings shall have priority on Thursday if meetings are listed in the weekly bulletin.

328. I. The Board may implement at its discretion an Early Retirement Incentive Plan with individual Teacher(s) with the conditions and financial renumeration to be determined by the Board pending the funding available.

XXV. Consortium

329. A. All Lakewood Teachers involved in the Ionia County Vocational Education Consortium and assigned to another district shall be considered employees of the Lakewood Public Schools at all times and, as such, shall be subject to the terms and conditions of this Agreement.

330. B. Any problems regarding employee rights, duties, or contractual variation or interpretation shall be the subject of an Informal Conference, the Informal Conference to be held within five (5) days of the request of either party.

331. C. Problems or disagreements unresolved after the Informal Conference may be subject to the Grievance Procedure, as specified in Article XVIII. The ninety (90) day time period involved in the Grievance Procedure may be extended by mutual written consent.

332. D. Any Lakewood Teacher offered a Consortium position outside the geographical boundaries of the Lakewood School District shall have the right to refuse the position and will be subject to the layoff and recall provisions of the Master Agreement.

333. E. The Lakewood bargaining unit shall not lose or fail to add bargaining unit positions as a result of participation in the Consortium for the 1985-1986 school year. Thereafter, prior to any subcontracting of bargaining unit work, the Board agrees to negotiate with the Association.

334. F. A special committee shall be formed composed of the L.E.A. President, Vocational Education Director, Superintendent, High School Principal, and two (2)

Vocational Education Teachers appointed jointly by the L.E.A. President and the Vocational Education Director. The duties of this committee shall be to study any problems related to the vocational consortium and recommend for adoption by the Board and the L.E.A. Rep Council procedures and policies for the 1988-89, 1989-90, and 1990-91 school years to insure fair treatment of all vocational teachers involved in the consortium effort. Any policy approved by the Consortium Board of Directors and the County MEA Coordinating Council shall have jurisdiction over this policy.

XXVI. Mentor Teachers

335. Each bargaining unit member in his/her first three (3) years of classroom teaching shall be assigned a Mentor Teacher by the Superintendent or his designee. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. To this end, mutual conference time shall be provided within the school day as arranged by the building administrator, whenever possible.

336. The Mentor Teacher shall be an experienced member of the bargaining unit with tenure.

337. A Mentor Teacher shall be assigned in accordance with the following:

338. A. Participation as a Mentor Teacher shall be voluntary.

339. B. The Administration shall notify the Association when a Mentor Teacher is matched with a bargaining unit member (Mentee) upon request.

340. C. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.

341. D. Mentee shall only be assigned to one (1) Mentor Teacher at a time.

342. E. The Mentor Teacher assignment shall be for three (3) years unless the Mentor Teacher or the Mentee requests a change for the second and/or third year.

343. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.

344. Mentors may be provided with appropriate training which may include, but not be limited to the following areas: intra- and interpersonal communication skills, effective skills in cognitive coaching, peer analysis, and/or instruction effectiveness, concerns of beginning teachers. This training should not be a single event or

Page 38

orientation session, but rather should be ongoing and developmental in nature. 345. Compensation shall be as per Schedule B.

April 16, 1998 Date 16, 1998 Date 16, 1998

May = 008 Date J app. 16, 1998

President, Lakewood Education Association

Superintendent, Lakewood Public Schools

President, Lakewood Board of Education

egotiator, Lakewood Education Association

Page 39

Letter of Agreement High School Eight Hour Day

All full-time high school Teachers will:

1. Teach five (5) classes of forty-seven (47) minutes each.

2. Monitor an Academic Center for forty-seven (47) minutes, or supervize intramural activities for forty-seven (47) minutes, or voluntarily

teach a sixth class for forty-seven (47) minutes.

3. Have forty-seven minutes of Flex Time (Lunch).

4. Have one (1) conference period of forty-seven (47) minutes.

Under no circumstances shall a High School Teacher be required to teach a regular class during their Academic Center or Flex Time Supervision. No undue pressure shall be exerted upon the Teacher to accept such an assignment. Non-tenured Teachers will not be assigned to teach a regular class during their Academic Center or Flex Time Supervision.

President Lakewood Board of Education

Superintendent, Lakewood Public Schools

President, Lakewood Education Association

Chief Megotiator, Lakewood Education Association

1997-	1998									
Append	dix A									
					Base					
1997-	1998 7	Feacher's Sal	ary Sch	edule	\$27068					
Lakewo	ood Pul	blic Schools								
	Bache	lors	BA + 2	2	Masters		MA + 1	5	MA + 3	30
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1	\$27068	1.05	\$28421	1.08	\$29233				
2	1.06	\$28692	1.10	\$29774	1.13	\$30586				
3	1.11	\$30045	1.15	\$31128	1.18	\$31940				
4	1.16	\$31398	1.20	\$32481	1.23	\$33293	1.29	\$34917		
5	1.2	\$32481	1.25	\$33835	1.28	\$34647	1.35	\$36541	1.39	\$37624
6	1.24	\$33564	1.30	\$35188	1.33	\$36000	1.40	\$37895	1.45	\$39248
7	1.28	\$34647	1.35	\$36541	1.39	\$37624	1.47	\$39789	1.51	\$40872
8	1.33	\$36000	1.40	\$37895	1.45	\$39248	1.53	\$41413	1.57	\$42496
9	1.38	\$37353	1.45	\$39248	1.51	\$40872	1.59	\$43038	1.63	\$44120
10	1.43	\$38707	1.49	\$40331	1.57	\$42496	1.65	\$44662	1.69	\$45744
11	1.48	\$40060	1.53	\$41413	1.63	\$44120	1.71	\$46286	1.75	\$47368
12	1.48	\$40060	1.58	\$42767	1.68	\$45474	1.76	\$47639	1.80	\$48722
15	1.53	\$41413	1.63	\$44120	1.73	\$46827	1.81	\$48992	1.85	\$50075
18	1.57	\$42496	1.67	\$45203	1.77	\$47910	1.85	\$50075	1.90	\$51428
20	1.59	\$43038	1.69	\$45744	1.79	\$48451	1.87	\$50616	1.92	\$51970

1998-	1999									
Append	dix A									
		-			Base					
1998-	1999 1	eacher's Sal	ary Sch	edule	\$27677					
Lakewo	ood Pul	olic Schools								
	Bache	lors	BA + 2	2	Masters		MA + 1	15	MA + 3	30
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1	\$27677	1.05	\$29061	1.08	\$29891			-	
2	1.06	\$29338	1.10	\$30445	1.13	\$31275				
3	1.11	\$30722	1.15	\$31829	1.18	\$32659				
4	1.16	\$32105	1.20	\$33212	1.23	\$34043	1.29	\$35703		
5	1.2	\$33212	1.25	\$34596	1.28	\$35427	1.35	\$37364	1.39	\$38471
6	1.24	\$34320	1.30	\$35980	1.33	\$36810	1.40	\$38748	1.45	\$40132
7	1.28	\$35427	1.35	\$37364	1.39	\$38471	1.47	\$40685	1.51	\$41792
8	1.33	\$36810	1.40	\$38748	1.45	\$40132	1.53	\$42346	1.57	\$43453
9	1.38	\$38194	1.45	\$40132	1.51	\$41792	1.59	\$44006	1.63	\$45114
10	1.43	\$39578	1.49	\$41239	1.57	\$43453	1.65	\$45667	1.69	\$46774
11	1.48	\$40962	1.53	\$42346	1.63	\$45114	1.71	\$47328	1.75	\$48435
12	1.48	\$40962	1.58	\$43730	1.68	\$46497	1.76	\$48712	1.80	\$49819
15	1.53	\$42346	1.63	\$45114	1.73	\$47881	1.81	\$50095	1.85	\$51203
18	1.57	\$43453	1.67	\$46221	1.77	\$48988	1.85	\$51203	1.90	\$52586
20	1.59	\$44006	1.69	\$46774	1.79	\$49542	1.87	\$51756	1.92	\$53140

1997-1998				inger Saman and a	- 10 (- 10 10 - 10 1910)				
Appendix B1		Base Salary	\$27068						1.000 -0.0
Athletic Extra Duty	dan sasa de						and the second	mannin fill	
	20 U.SHO-	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 1
Position	% of Base	1.00	1.06	1.11	1.16	1.20	1.24	1.28	1.32
Baseball Var	0.090	\$2436	\$2582	\$2704	\$2826	**********************	\$3021	\$3118	\$3216
Baseball JV	0.060	\$1624	\$1722	\$1803			\$2014	\$2079	\$2144
Baseball 9th	0.040	\$1083	\$1148	\$1202	\$1256	\$1299	\$1343	\$1386	
Basketball Var	0.135	\$3654	\$3873	\$4056	\$4239	· · · · · · · · · · · · · · · · · · ·	\$4531	\$4677	\$4824
Basketball JV	0.070	\$1895	\$2008	\$2103	1		\$2350	\$	
Basketball 9th	0.070	\$1895	\$2008	\$2103	\$2198	\$2274	\$2350	\$2425	\$2501
Basketball 8th	0.045	\$1218	\$1291	\$1352	\$1413	\$1462	\$1510	\$1559	att. Attabuter
Basketball 7th	0.045	\$1218	\$1291	\$1352	\$1413	\$1462	\$1510	\$1559	
Cheerleader Var	0.060	\$1624	\$1722	\$1803	\$1884		\$2014	\$2079	\$2144
Cheerleaders JV	0.020	\$541	\$574	\$601	\$628	\$650	\$671	\$693	\$715
Cheerleaders 9th	0.020	\$541	\$574	\$601	\$628	\$650	\$671	\$693	\$715
Cross Country Var	0.080	\$2165	\$2295	\$2404	\$2512	\$2599	\$2685	\$2772	\$2858
Cross Country JH	0.025	\$677	\$717	\$751	\$785	\$812	\$839	\$866	\$893
Football Var	0.135	\$3654	\$3873	\$4056			\$4531	\$4677	\$4824
FB Var Assist	0.080	\$2165	\$2295	\$2404	\$2512	\$2599	\$2685	\$2772	\$2858
Football JV	0.070	\$1895	\$2008	\$2103	\$2198	1	\$2350	\$2425	\$2501
FB JV Assist	0.055	\$1489	\$1578	\$1653	\$1727	\$1786	\$1846	\$1906	\$1965
Football 9th	0.070	\$1895	\$2008	\$2103	\$2198	\$2274	\$2350	\$2425	\$2501
FB 9th Assist	0.055	\$1489	\$1578	\$1653	\$1727	\$1786	\$1846	\$1906	\$1965
Golf Var & JV Boys	0.060	\$1624	\$1722	\$1803	\$1884	\$1949	\$2014	\$2079	\$2144
Golf Var Ass't.	0.020	\$541	\$574	\$601	\$628	\$650	\$671	\$693	\$715
Soccer Var	0.080	\$2165	\$2295	\$2404	\$2512	\$2599	\$2685	\$2772	\$2858
Soccer JV	0.055	\$1489	\$1578	\$1653	\$1727	\$1786	\$1846	\$1906	\$1965
Softball Var	0.090	\$2436	\$2582	\$2704	\$2826	\$2923	\$3021	\$3118	\$3216
Softball JV	0.060	\$1624	\$1722	\$1803	\$1884	\$1949	\$2014	\$2079	\$2144
Softball 9th	0.040	\$1083	\$1148	\$1202	\$1256	\$1299	\$1343	\$1386	\$1429
Tennis Var Boys	0.060	\$1624	\$1722	\$1803	\$1884	\$1949	\$2014	\$2079	\$2144
Tennis Var Girls	0.060	\$1624	\$1722	\$1803	\$1884	\$1949	\$2014	\$2079	\$2144
Track Var Boys	0.080	\$2165	\$2295	\$2404	\$2512	\$2599	\$2685	\$2772	\$2858
Track Var Girls	0.080	\$2165	\$2295	\$2404	\$2512	\$2599	\$2685	\$2772	\$2858
Track Var Assist	0.040	\$1083	\$1148	\$1202	\$1256	\$1299	\$1343	\$1386	\$1429
Track JH	0.050	\$1353	\$1435	\$1502	\$1570	\$1624	\$1678	\$1732	\$1786
Volleybail Var	0.100	\$2707	\$2869	\$3005	\$3140	\$3248	\$3356	\$3465	\$3573
Volleyball JV	0.060	\$1624	\$1722	\$1803	\$1884	\$1949	\$2014	\$2079	\$2144
Volleyball 9th	0.040	\$1083	\$1148	\$1202		\$1299	\$1343	\$1386	\$1429
Volleyball 8th	0.030	\$812	\$861	\$901	\$942	\$974	\$1007	\$1039	\$1072
Volleyball 7th	0.025	\$677	\$717	\$751	\$785	\$812	\$839	\$866	\$893
Wrestling Var	0.115	\$3113	\$3300	\$3455	\$3611	\$3735	\$3860	\$3984	\$4109
Wrestling Var Assist	0.070	\$1895	\$2008	\$2103	\$2198		\$2350	5	\$2501
Wrestling JV	0.060	\$1624	\$1722	\$1803	\$1884		\$2014		6
Wrestling JH	0.040	\$1083	\$1148	\$1202	\$1256		\$1343		*******************
Athletic Dir JH	0.060	\$1624	\$1722	\$1803	\$1884		\$2014		

1998-1999 Appendix B1		Base Salary	\$27677	114		ar			
Athletic Extra Duty		Dase Salary	\$21011	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·		11201000000	
Athletic Extra Duty		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 11
Position	% of Base	1.00	1.06	1.11	1.16	1.20	1.24	1.28	1.32
Baseball Var	0.090	\$2491	\$2640	\$2765	\$2889		\$3089	\$3188	······································
Baseball JV	0.060	\$1661	\$1760	\$1843	\$1926		\$2059	\$2126	
Baseball 9th	0.040	\$1107	\$1174	\$1229	\$1284	SI 5 1933	\$1373	\$1417	\$1461
Basketball Var	0.135	\$3736	\$3961	\$4147	\$4334	10	\$4633	\$4783	
Basketball JV	0.070	\$1937	\$2054	\$2151	\$2247	the interest of the	\$2402	\$2480	\$2557
Basketball 9th	0.070	\$1937	\$2054	\$2151	\$2247	\$2325	\$2402	\$2480	\$2557
Basketball 8th	0.045	\$1245	\$1320	\$1382	\$1445	\$1495	\$1544	\$1594	\$1644
Basketball 7th	0.045	\$1245	\$1320	\$1382	\$1445	\$1495	\$1544	\$1594	\$1644
Cheerleader Var	0.060	\$1661	\$1760	\$1843	\$1926	\$1993	\$2059	\$2126	\$2192
Cheerleaders JV	0.020	\$554	\$587	\$614	\$642	\$664	\$686	\$709	\$731
Cheerleaders 9th	0.020	\$554	\$587	\$614	\$642	\$664	\$686	\$709	\$731
Cross Country Var	0.080	\$2214	\$2347	\$2458	\$2568	\$2657	\$2746	\$2834	\$2923
Cross Country JH	0.025	\$692	\$733	\$768	\$803	\$830	\$858	\$886	\$913
Football Var	0.135	\$3736	\$3961	\$4147	\$4334	\$4484	\$4633	\$4783	\$4932
B Var Assist	0.080	\$2214	\$2347	\$2458	\$2568	\$2657	\$2746	\$2834	\$2923
Football JV	0.070	\$1937	\$2054	\$2151	\$2247	\$2325	\$2402	\$2480	\$2557
FB JV Assist	0.055	\$1522	\$1614	\$1690	\$1766	\$1827	\$1888	\$1948	\$2009
Football 9th	0.070	\$1937	\$2054	\$2151	\$2247	\$2325	\$2402	\$2480	\$2557
B 9th Assist	0.055	\$1522	\$1614	\$1690	\$1766	\$1827	\$1888	\$1948	\$2009
Golf Var & JV Boys	0.060	\$1661	\$1760	\$1843	\$1926	\$1993	\$2059	\$2126	\$2192
Golf Var Ass't.	0.020	\$554	\$587	\$614	\$642	\$664	\$686	\$709	\$731
Soccer Var	0.080	\$2214	\$2347	\$2458	\$2568	\$2657	\$2746	\$2834	\$2923
Soccer JV	0.055	\$1522	\$1614	\$1690	\$1766	\$1827	\$1888	\$1948	\$2009
Softball Var	0.090	\$2491	\$2640	\$2765	\$2889	\$2989	\$3089	\$3188	\$3288
Softball JV	0.060	\$1661	\$1760	\$1843	\$1926	\$1993	\$2059	\$2126	\$2192
Softball 9th	0.040	\$1107	\$1174	\$1229	\$1284	\$1328	\$1373	\$1417	\$1461
Tennis Var Boys	0.060	\$1661	\$1760	\$1843	\$1926	\$1993	\$2059	\$2126	\$2192
Tennis Var Girls	0.060	\$1661	\$1760	\$1843	\$1926	\$1993	\$2059	\$2126	\$2192
Track Var Boys	0.080	\$2214	\$2347	\$2458	\$2568	\$2657	\$2746		2
Track Var Girls	0.080	\$2214	\$2347	\$2458	\$2568	\$2657	\$2746	\$2834	\$2923
Track Var Assist	0.040	\$1107	\$1174	\$1229		**********************	\$1373		
Frack JH	0.050	\$1384	\$1467	\$1536	\$1605		\$1716	\$1771	\$1827
/olleyball Var	0.100	\$2768	\$2934	\$3072	\$3211	\$3321	\$3432		destination of the second second
/olleyball JV	0.060		\$1760	\$1843	\$1926		\$2059	******	\$2192
/olleyball 9th	0.040	\$1107	\$1174	\$1229	\$1284	\$1328	\$1373		·
/olleyball 8th	0.030	\$830	\$880	\$922	\$963	\$996	\$1030		**************************************
/olleyball 7th	0.025	\$692	\$733	\$768	\$803	\$830		\$886	
Wrestling Var	0.115	\$3183	\$3374	\$3533	\$3692		\$3947		And the second s
Wrestling Var Assist	0.070	\$1937	\$2054	\$2151	\$2247	······································	\$2402		
Wrestling JV	0.060	\$1661	\$1760	\$1843	\$1926		\$2059		÷
Wrestling JH	0.040	\$1107	\$1174	\$1229	\$1284		\$1373		
Athletic Dir JH	0.060	\$1661	\$1760	\$1843	\$1926	\$1993	\$2059	\$2126	\$2192

1997-1998									
Appendix B2				Base =	\$27068				
Lakewood Non-Athletic I	Extra Duty S	chedule							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 11
Position	% of Base	1.00	1.06		1.16	1.20	1.24	1.28	1.32
Advisor 9	0.010	\$271	\$287	\$300	\$314	\$325	\$336	\$346	\$357
Advisor 10	0.010	\$271	\$287	\$300	\$314	\$325	\$336	\$346	\$357
Advisor 11	0.030	\$812	\$861	\$901	\$942	\$974	\$1007	\$1039	\$1072
Advisor 12	0.015	\$406	\$430	\$451	\$471	\$487	\$503	\$520	\$536
Advisor FFA	0.030	\$812	\$861	\$901	\$942	\$974	\$1007	\$1039	\$1072
Advisor Newspaper	0.045	\$1218	\$1291	\$1352	\$1413	\$1462	\$1510	\$1559	\$1608
Advisor Stud Coun	0.020	\$541	\$574	\$601	\$628	\$650	\$671	\$693	\$715
Advisor Yrbk	0.060			\$1803	\$1884	<u></u>	÷	\$2079	\$2144
Dir Var Band	0.100	\$2707	2	\$3005	\$3140		\$3356	\$3465	\$3573
Dir Band Asst Var	0.050			\$1502	\$1570		\$1678	\$1732	\$1786
Musical Pit Orch	0.028	1			\$879	2	\$940	\$970	\$1000
Non - Stepped									
Advisor NHS	0.015	\$406		Dept H	d PE/Health	0.05	\$1353		
Advisor Ski	0.02	1		Dept H		0.06	E		
Advisor Flag	0.025	÷		Dept H		0.04			1
Advisor for Exchange	0.01	\$271		Dept Ho	and the second se	0.05			1
Advisor Ch Theatre	0.01	\$271		Dir Jaz		0.035	÷		
Advisor SADD/Teen Ins		\$271		Dir Voo	and the second second second	0.09-0.1584	\$2436		
Curr Coord JH	0.04			Dir Mu		0.086-0.1109			
Curr Coord East	0.06			Music		0.0067	\$181		
Curr Coor West	0.06			÷	Set Build	0.0245			
Curr Coord WdEl	0.07				Asst Dir	0.0425	\$1150		1
Curr Coord Sunf	0.07	+			r Close-up	÷	1		
Curr Coord Cl	0.06				Teacher	0.01			1
Curr Coord St Lang	0.045	-	2		s Ed (Rang	And the second s	\$23.71/		1
Coord LEO/Gifted	0.04	1		4	s Ed Road	T	\$18.89/]
Coord OM	0.0225				Class	1	\$21.00/		1
Coord DE	0.05		for an and the second s		Tutor		\$17.00/		1
Dept Hd Bus	0.04			- <u>}</u>	b/prep hr			eriod **	
Dept Hd Comp	0.06			-	Duty El		Name and Address of the Owner o	arter hr	A DATA DATA DATA DATA DATA DATA DATA DA
Dept Hd Fine Arts	0.04				1		1		1
Dept Hd Lang	0.05	· · · · · · · · · · · · · · · · · · ·		* To b	e adjusted	if At Risk Grant	Increase	s	1
Dept Hd Math	0.04				the second s	if Regular Sub			ses
Dept Hd Media	0.04	al warmen and a second s	- 2	1	1	1	1	ſ	1
Dept Hd Guid	0.04			1	1		İ	1	1

1998-1999									
Appendix B2		-		Base =	\$27677			-	
Lakewood Non-Athletic I	Extra Duty S	chedule							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 11
Position	% of Base	1.00	1.06	1.11	1.16	1.20	1.24	1.28	1.32
Advisor 9	0.010	\$277	\$293	\$307	\$321	\$332	\$343	\$354	\$365
Advisor 10	0.010	\$277	\$293	\$307	\$321	\$332	\$343	\$354	\$365
Advisor 11	0.030	\$830	\$880	\$922	\$963	\$996	\$1030	\$1063	\$1096
Advisor 12	0.015	\$415	\$440	\$461	\$482	\$498	\$515	\$531	\$548
Advisor FFA	0.030	\$830	\$880	\$922	\$963	\$996	\$1030	\$1063	\$1096
Advisor Newspaper	0.045	\$1245	\$1320	\$1382	\$1445	\$1495	\$1544	\$1594	\$1644
Advisor Stud Coun	0.020	\$554	\$587	\$614	\$642	\$664	\$686	\$709	\$731
Advisor Yrbk	0.060	\$1661	\$1760	\$1843	\$1926	\$1993	\$2059	\$2126	\$2192
Dir Var Band	0.100	\$2768	\$2934	\$3072	\$3211	\$3321	\$3432	\$3543	\$3653
Dir Band Asst Var	0.050	\$1384	\$1467	\$1536	\$1605	\$1661	\$1716	\$1771	\$1827
Musical Pit Orch	0.028	\$775	\$821	\$860	\$899	\$930	\$961	\$992	\$1023
Non - Stepped									
Advisor NHS	0.015	\$415		Dept H	d PE/Health	0.05	\$1384		
Advisor Ski	0.013			Dept H		0.05		2	
Advisor Flag	0.025		<u> </u>	Dept H		0.00			
Advisor for Exchange	0.023	÷		Dept Ho		0.05			
Advisor Ch Theatre	0.01			Dir Jaz		0.035		3	
Advisor SADD/Teen Inst	<u> </u>	\$277		Dir Voo		0.09-0.1584	\$2491	\$4384	
Curr Coord JH	0.04	÷		Dir Mu		0.086-0.1109	\$2380		
Curr Coord East	0.04			Music /		0.0067	\$185	7	<u> </u>
Curr Coor West	0.00		1		Set Build	0.0245			
Curr Coord WdEl	0.00	1			Ficket Dir	0.0243	\$1176	3	
Curr Coord Sunf	0.07		1		r Close-up	1			
Curr Coord Cl	0.07	*******	1	3	Teacher	0.01			1
Curr Coord St Lang	0.045			· ······	s Ed (Rang		\$24.24	demonstration of the second se	
Coord LEO/Gifted	0.043			-	s Ed Road		\$19.32		
Coord OM	0.0225	1		At Risk		1	\$21.00		1
Coord DE	0.0225				Tutor		\$17.00		1
Dept Hd Bus	0.03			·	b/prep hr			beriod **	
Dept Hd Comp	0.04				Duty El	1	A Designed to be a designed as a d	arter hr	
Dept Hd Fine Arts	0.00			Inccess			13.00/40		
Dept Hd Lang	0.04		1	* To b	l a adjusted	if At Risk Grant	1 Increases		
Dept Hd Math	0.03	+				if Regular Subs			<u> </u>
Dept Hd Math	0.04	1		101	le aujusted	I Regular Subs	litute ray	Increase	1
Dept Hd Guid	0.04				1			+	1

Appendix C Calendar 1997/1998

August 1997/July 1998

August 1997

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3	25	26	27	28	29	30	31	

	August 1997
21	First Day For Staff - PreService
25	First Day For Students
S	September 1997
1	Labor Day - No School
12	Inservice Day - No School For Students
	October 1997
24	End 1st Marking Period
	November 1997
3	High School P-T Conf 6-8:30pm
4	Jr High Conf 6-8:30pm
5	Half Day School/K-12 Conf 1pm to 4pm
	HS & El Conf 6-8:30pm
6	Jr High & El Conf 6-8:30pm No School K-12 Conf 10am to
	noon/1pm to 4pm
7	No School/No Conferences
27	Thanksgiving Day
28	No School
	December 1997
19	3:30 PM Christmas Break Begins
	January 1998
5	School Resumes
13	First Semester Exams
14	First Semester Exams
15	First Semester Exams End First Semester
10	Records Day - No School For Students
	February 1998
20	Inservice Day - No School For Students
	March 1998
20	End 3rd Marking Period
	April 1998

	P-			
3	3:30 PM	Spring	Break	Begins
10	Good Fr			

12 Easter Sunday

May 1998

25	Memorial Day .	No School
	June	1998

4	Final Exams
5	Final Exams
8	Final Exams
	Last Half Day For Students
	(Tentative/Snow Makeup)

9

LEA Breakfast/Records Day

February 1998

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March 1998

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April 1998

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May 1998

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28 29 30

LAKEWOOD SCHOOL CALENDAR 1998 - 99 SCHOOL YEAR

AUGUST 1998

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SEPTEMBER 1998

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OCTOBER 1998

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NOVEMBER 1998

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DECEMBER 1998

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27	28	29	30	31		

JANUARY 1999

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August 1998

20 New Staff Orientation

- 21 No School for staff
- 24 H S Prof Dev/ Mid & Ele Building Plans
- 25 Ele Prof Dev/ Mid & H S Building Plans
- 26 First day for Students

September 1998

4 4 Labor day Weekend ... no school

7 Labor Day ... no school

October 1998

- 23 End of first marking period November 1998
- 2 P/T Conferences
- 3 P/T Conferences
- 4 P/T Conferences 1/2 day
- 20 5 P/T conferences ... no school
 - 6 No School
 - 26 Thanksgiving no school
 - 27 Thanksgiving break .. no school December 1998
 - 23 31 Christmas Break ... no school January 1999
 - 1 New Year's Day no school
- 22 12 Exams ... 1/2 day H S
 - 13 Exams ... 1/2 day H S
 - 14 Exams ... 1/2 day H S
 - 15 Records Day

17

February 1999

19 Professional Development Day

19 End of third marking period

- 2 Good Friday ... no school
- May 1999
- 31 Memorial Day ... no school June 1999
- 4 Exams ... 1/2 day for H S
- 7 Exams 1/2 day H S
- 16 8 Exams 1/.2 day for all
 - Snow days may be made up in June
 - 9 Teacher's last day

February 1999

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May	1999
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6	27	28	29	30			

- 180 full days of school
 - 2 half days
 - 1 Opening Day
 - 2 Professional Dev.
- 2 Record Days
- 1 P/T conferences
- 188 Teacher Days

- March 1999
- April 1999
- 5 9 Spring Break ... no school

Appendix D

Expectations of Teachers

I. These expectations are stated to supplement Article XIII - A (paragraph 89) of the Master Agreement regarding Teacher evaluation.

II. A Teacher is expected to:

A. Maintain full certification.

B. Secure appropriate inservice credit.

C. Maintain adequate lesson plans as defined by the building principal.

D. Maintain an atmosphere conducive to learning as defined by the building principal that shall include the following:

01. Provide appropriate and meaningful lessons.

02. Supply reasonable motivation that results in positive student participation in class and successful completion of assignments.

03. Maintain adequate discipline that provides for uninterrupted learning and class concentration on assignments.

E. Maintain punctuality required by the Master Agreement.

F. Liable for conduct and safety of students who are present and under the Teacher's direction. No Teacher shall be absent from his or her assigned students without just cause and administration authorization.

G. Keep accurate records of lessons, dates, tests, grades, attendance and tardiness, and parent contacts.

H. Use appropriate classroom language without swearing, use of obscene speech, or gestures, or use of ridicule.

I. Recognize and accommodate the individual needs of students to the extent possible.

J. Generate and maintain constructive public relations by establishing positive and professional contacts with parents.

K. Utilize standardized test results where available to assess classroom instruction effectiveness and make necessary adjustments to better meet curriculum goals and objectives as measured by said tests.

III. This policy is to better define the Master Agreement. It does not rescind or change any aspect of the Master Agreement.

Appendix E

<u>General Board Policies Regarding Degree Equivalency</u> <u>and Salary Classification Advancement</u>

 Only credit hours from North Central accredited colleges and universities, or equal foreign institutions will be accepted.

II. Course hours will be approved if:

A. Course applies to Teacher's assigned teaching area

B. Courses in the areas of education, psychology, or other-disciplines directly related to the education of youth

C. Courses may be graduate or undergraduate. However, undergraduate courses must be related to teaching assignment and approved prior to enrollment.

III. Two-thirds credit will be given for undergraduate courses. Up to full credit may be granted for courses taken at the district's request.

IV. At least one-third of courses taken beyond Bachelor's Degree must be graduate courses.

V. Only courses completed after the dates of the Bachelor's Degree and initial certification will be considered. Only courses taken after the granting of the Master's Degree will be considered for the MA+15 and MA+30.

VI. Applicant must show proof of admission to graduate school or possess unusually high qualifications involving course work and teaching experience.

VII. Only one course will be approved for any one term or semester during the school year, unless prior approval is given by the Superintendent. There shall be no limit on the number of courses taken during the summer.

VIII. Since teaching competency as well as course work is evaluated prior to advancement to levels BS+22, MA Equivalent, MA+15, MA+30, it is recommended that Teachers discuss with their building principals their qualifications prior to or during the course work. The Teacher may then be advised of any short-comings in teaching competency that will require correcting prior to granting higher classification. Superior teaching ability will be expected of Teachers receiving MA Equivalent, MA+15, or MA+30 qualifications.

IX. It shall be the responsibility of the Teacher to provide an official, up-to-date transcript of all courses to be considered. No advancement will be given until such transcript is provided.

X. Course work completed by September 1 shall be considered for that current school year. In case of delays in arrival of transcripts, the salary will be made retroactive for the full year.

XI. Denial of advancement based on teaching competency shall be on a yearly basis. Purpose of appraisal of teaching skills shall be to improve teaching effectiveness and shall be positive in nature.

Appendix F

Teacher Evaluation Plan

Narrative form for Evaluation may be used along with or in place of checklist.

Areas to be considered:

- I. Teaching Characteristics
- II. Classroom Organization and Management
- III. Human Relations Establishing and Maintaining Quality Relationships and Communications
- IV. Personal Characteristics
- V. Instructional Performance Accountability for Student Growth
- VI. Commitment to Professional Involvement and Growth
- VII. Commitment and Support of District and Individual School Goals
- VIII. Summary Statements by Administrator and Teacher

Stages of Supervision-Evaluation

*1. Pre-Observation Conference

This conference is a meeting between Administrator and Teacher to discuss date of observation, classroom concerns, instructional strategies, logistics, etc. It might last between 5 and 10 minutes or longer if Teacher desires.

*11. Planned Observation(s)

This is the actual classroom observation or visitation.

*III. Analysis Stage

This stage offers both the Administrator and Teacher an opportunity to analyze the observed lesson. Administrator and Teacher may use "analysis" worksheets as guides. The analysis is done in private, during conference period or after school. It offers both the Administrator and Teacher opportunity to recognize strengths of the lesson to be discussed in the post-observation conference.

*IV. Post-Observation Conference

The Teacher and Administrator meet to discuss observation. The analysis worksheets can be used as guides for discussion. After this conference, the Teacher is given the Administrator's "analysis" worksheet to keep or discard. This worksheet does not remain a part of the formal evaluation.

*V. Formative and Summative Evaluation

This is a meeting between the Teacher and Administrator which provides an opportunity for the Teacher and Administrator to discuss the Teacher's overall evaluation. At this time, the Teacher may choose to make comments in writing.

* When two evaluations are required in a year the procedure will be two observations, evaluation, additional observation, second evaluation.

Areas Identified as Successes During Lesson

Questions

Conclusions I Have Drawn From Lesson

Administrative Analysis Worksheet (To be completed by Administrator)

Lesson Strengths Observed

Areas Identified as Successes During Lesson

Questions

Conclusions I Have Drawn From Lesson

Narrative Form or the following checklist may be used to record results of evaluation. This may be used in conjunction with the IDP form if such form is appropriate (See Appendix I).

Areas To Be Considered

1	. 1	Teac	hing	Charac	teristics
1				o man ao	01101100

	Out- Stand	Good		isfact.	
 A. Demonstrates enthusiasm B. Demonstrates creativity C. Keeps on task D. Establishes rapport with students E. Exhibits interest in subject matter and student learning F. Demonstrates careful and consistent planning 					
Observations:					
Suggestions/Remarks:			9		
II. Classroom Organization and Management					
 A. Establishes clear and reasonable rules B. Applies classroom expectations consistently and fairly 	2		 		
 C. Maintain discipline D. Manages classroom effectively E. Maintains classroom appearance that 			 		
is conducive to learning F. Discipline by a variety of techniques			 		
and methods for modification of unacceptable behavior G. Performs record keeping and organi-			 		
zational skills H. Utilizes instructional materials			 		
effectively			 		

Observations:

Suggestions/Remarks:

- C. Gains confidence and respect of students _____
- D. Communicates effectively with parents _____ about student progress
- E. Maintains and promotes the building's goals and objectives
- F. Maintains and promotes the district's goals and objectives

Observations:

Suggestions/Remarks:

IV. Personal Characteristics

*2	Out-	Gcccd	Satis-	Needs	Unsat	- Not	
	Stand		factor	y Imp.	isfact.	Appl.	
A. Maintains neat personal appearance							
B. Uses good judgement, tact							
C. Is punctual							
D. Is reliable							
E. Profits from constructive criticism							
F. Demonstrates flexibility							

Observations:

Suggestions/Remarks:

V. Instructional Performance

	Out- Stand	Good		Unsat- isfact.	변화 가격에 다 나는 것이 없다.
 A. Offers introduction to lesson B. Creates an awareness of goals and 			 		
objectives for students C. Provides congruent activities teaching			 		
toward objectives	-		 		
 D. Checks for student understanding E. Supervises and allows time for 			 		
classroom and/or home practice F. Provides opportunity for higher-			 		
level thinking skills			 		

G. Provides conditions that stimulate and motivate students

Observations:

Suggestions/Remarks:

VI. Professional Involvement and Growth

Observations:

Suggestions/Remarks:

VII. Summary Statement by Administrator

VII. Summary Statement by Teacher:

Appendix G

Grievance Report Form

Grievance # Lakewood School District
Distribution of Form:
1. Superintendent 2. Principal/Supervisor* 3. Association 4. Grievant
*Distribute to Principal/Supervisor in duplicate.
Building Assignment
Name of Grievant:
Date Filed://
Step 1
A. Date Cause of Grievance Occurred://
B. 1. Statement of Grievance:
2. Relief Sought:
•
Signature:Date:
C. Disposition of Principal/Supervisor:
······································
Signature: Date:

D. Disposition of Grievant and/or Union/Association:

	Signature:	Date:
Step II		
A. Date received	by Superintendent or Designee	://_
3. Disposition of 3	Superintendent or Designee:	
	Signature	Date:
C. Position of Gri	Signature evant and/or Union/Associatio	
C. Position of Gri	evant and/or Union/Associatio	n:
C. Position of Gri	evant and/or Union/Associatio	n:
	evant and/or Union/Associatio	n:
Step III	evant and/or Union/Associatio	n: Date:
<u>Step III</u> A. Date submitted	evant and/or Union/Associatio	n: Date:
<u>Step III</u> A. Date submitted	evant and/or Union/AssociatioSignature	n: Date:
<u>Step III</u> A. Date submitted	evant and/or Union/Associatio	n: Date:

Step IV

A. Date submitted to Arbitrator: ____/___/

B. Disposition of Artbitrator:

Signature: _____Date: _____

Note: All provisions of Article XVII of the Agreement dated July 29, 1991, will be strictly observed in the settlement of grievances. If additional space is needed in reporting Section B of Step One, attach an additional sheet.

Appendix |

The Individualized Development Plan (IDP):

 will provide the employee with specific, appropriate written recommendations for development, which are stated in behavioral terms, measurable and observable.
 will develop a fair and workable timeline for such development. This timeline may include follow-up visit(s) to evaluate area(s) of concern.
 may provide a positive program of assistance that may include materials, resources, consultant services and sufficient time during the school day to implement the recommendation(s) of the evaluator.

(The IDP form is attached.)

PROBATIONARY/TENURED TEACHER INDIVIDUALIZED DEVELOPMENT PLAN

TEACHER	DATE OF HIRE
BUILDING	POSITION
SCHOOL YEAR	PROBATIONARY YEAR
EVALUATOR	

I. Teaching Characteristics

- A. Demonstrates enthusiasm
- B. Demonstrates creativity
- C. Stays on task
- D. Establishes rapport with students
- E. Shows interest in subject matter/student learning
- F. Demonstrates thoughtful planning

GOAL

REVIEW OF GOAL

II. Organization and Management

- A. Establishes clear and reasonable rules
- B. Applies classroom expectations consistently and fairly
- C. Maintains discipline
- D. Manages classroom effectively
- E. Maintains classroom appearance that is conducive to learning

- F. Disciplines with a variety of techniques and methods to modify unacceptable behavior
- G. Performs record keeping and organizational skills
- H. Uses instructional materials effectively

GOAL____

REVIEW OF GOAL

III. Human Relations

- A. Relates effectively with associates
- B. Complies with rules
- C. Gains confidence and respect of students
- D. Communicates effectively with parents
- E. Promotes the building's goals
- F. Promotes the school district's goals

GOAL_____

REVIEW OF GOAL_____

IV. Personal Characteristics

- A. Maintains neat appearance
- B. Uses good judgment
- C. Is punctual
- D. Is reliable
- E. Uses constructive criticism
- F. Is able to be flexible

GOAL_____

REVIEW OF GOAL_____

V. Instructional Performance

- A. Introduces lesson
- B. Makes students aware of objectives for lesson
- C. Designs activities to teach the lesson objectives
- D. Checks for student understanding
- E. Supervises and provides time for practice

GOAL

REVIEW OF GOAL_____

VI. Professional Involvement and Growth

GOAL_____

LAK	EWOOD PUBL	IC SCHOOI	S			
PROBATIONARY TEACHER EVALUATION INDIVIDUALIZED DEVELOPMENT PLAN						
Teacher's Name		a - j				
School	Grade/Subject					
Probationary Status Initial_	Year 2	Year 3	Year 4			
Current School Year	Supervising Adn	ninistrator				
	Individualized Ol	ojectives				
Objective #1						
Assessment						
Objective #2			3			
Assessment						
Objective #3						
Assessment	96 					

I. ACCOUNTABILITY FOR STUDENT GROWTH

The ultimate goal of quality instruction is to increase student growth. This section of the Individualized Development Plan asks the teacher and administrator to set goals which address this area. Effective instruction includes good classroom management, establishing a positive climate, and utilizing varied instructional strategies and maintaining a focus on student assessment.

- I. Accountability for Student Growth
 - A. Organization for instruction
 - Lesson plans, classroom, management, procedures, broad knowledge of subject matter, communication of high expectations to students.
 - B. Instructional delivery

1

- Teaching strategies
 - a. learning styles (accommodates individual student needs, i.e., special education, ADD, at-risk, gifted & talented, etc.)
 - b. current research
 - c. demonstrates and applies knowledge of Effective Teaching Techniques (i.e., anticipatory set, directed teaching, guided practice, etc.)
- C. Monitoring and assessment of student learning
 - 1. Knowledge and use of various assessment tools
 - 2. Ability to interpret and apply results of various assessment tools on a continuous basis
 - 3. Provide evidence of student growth (pre/post format, portfolio samples, etc.)
 - 4. Grading procedures are compatible with department, building or district guidelines
- D. Other

GOAL:

To be stated in behavioral terms. What skills will the teacher enhance or develop as a result of the activities above? The skills to be developed should better enable the teacher to increase student achievement.

OBJECTIVES:

Evidence of application of this goal (activities to occur throughout the year):

In addition to listing activities conducted, please cite specific examples of how student learning has/will be enhanced by your accountability for student growth.

II. ESTABLISHING AND MAINTAINING QUALITY RELATIONSHIPS AND COMMUNICATIONS

Quality teacher relationships and communications with all members of the school populations are essential to good teaching and enhances student achievement.

II. Establishing and maintaining quality relationships and communications

- Knowledge and acceptance of responsibility for appropriate communication.
 - 1. Initiates effective communications appropriate to particular audience (parents, staff, students, and community).
- 2. Determines appropriate time for proactive and constructive communication regarding student achievement.
- 3. Established regular written and verbal communications with school community members as appropriate.
- 4. Meets deadlines.

B. Knowledge and acceptance of responsibility for positive relationships within the school community.

 Establishes positive working relationships with appropriate school family members (central office, Board of Education members, counselors, special education staff, PTO, building staff, etc.)

 Participates in school activities beyond the classroom to establish positive relationships with others, including cooperatively working with colleagues.

- 3. Positively resolves concerns or problems within the school community:
 - a. between students and teacher
 - b. between parents and teacher
 - c. between staff/administrator and teacher
- C. Other

A.

GOAL:

To be stated in behavioral terms. What skills will the teacher enhance or develop as a result of the activities below? The skills to be developed should better enable the teacher to increase student achievement.

OBJECTIVES:

Evidence of application of this goal (activities to occur throughout the year):

In addition to listing activities conducted, please cite specific examples of how student learning has/will be enhanced by your establishing and maintaining quality relationships and communications.

III. COMMITMENT AND SUPPORT OF DISTRICT AND INDIVIDUAL SCHOOL GOALS

Unified support for school and district initiatives is essential to maintain a relevant and current curriculum. Teacher commitment must go beyond attendance at district meetings and extend to application in the classroom.

III. Commitment and support of district and individual school goals

- Commitment and active participation in long range strategic plan of district
 - 1. Committee involvement
 - 2. Positive community communications

B. Active participation and use of district sponsored in-services

- 1. Curriculum revision
- 2. Strategies for instruction

C. Participation in school improvement/restructuring/strategic plan of home school

1. Committee involvement

2. Commitment by action and words

- D. Active involvement in grade level or curriculum area initiatives, including district alignment with state core curriculum and state testing.
 - 1. Participation in research site visits and planning
 - 2. Application, revision and ultimate growth due to new curriculum
 - Other

Α.

GOAL:

E.

To be stated in behavioral terms. What skills will the teacher enhance or develop as a result of the activities above? The skills to be developed should better enable the teacher to increase student achievement.

OBJECTIVES:

Evidence of application of this goal (activities to occur throughout the year):

In addition to listing activities conducted, please cite specific examples of how student learning has/will be enhanced by your commitment and support of district and individual school goals.

IV. COMMITMENT TO PROFESSIONAL GROWTH

It is the responsibility of the teacher to seek out opportunities for professional growth on an ongoing basis which translates into increased student achievement. This section of the Individualized Development Plan asks the teacher and administrator to select a goal area and develop specific activities toward that goal. These activities may fall into the following areas:

IV. Commitment to Professional Growth

A. Professional materials read by the teacher.

B. Workshops/conferences attended which address the goal area.

C. University classes taken which address the goal area.

D. Collaborative work conducted with colleagues.

E. Working with a mentor/partner teacher.

F. Other

GOAL:

To be stated in behavioral terms. What skills will the teacher enhance or develop as a result of the activities below? The skills to be developed should better enable the teacher to increase student achievement.

OBJECTIVES:

Evidence of application of this goal (activities to occur throughout the year):

In addition to listing activities conducted, please cite specific examples of how student learning has/will enhanced by your professional growth this year.

