

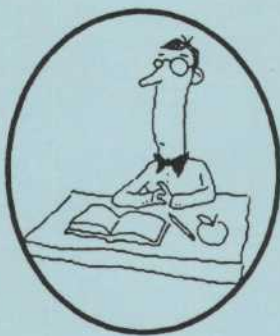
9031

6/30/93

Lakewood
Education
Association

Lakewood
Public Schools
Board of Education

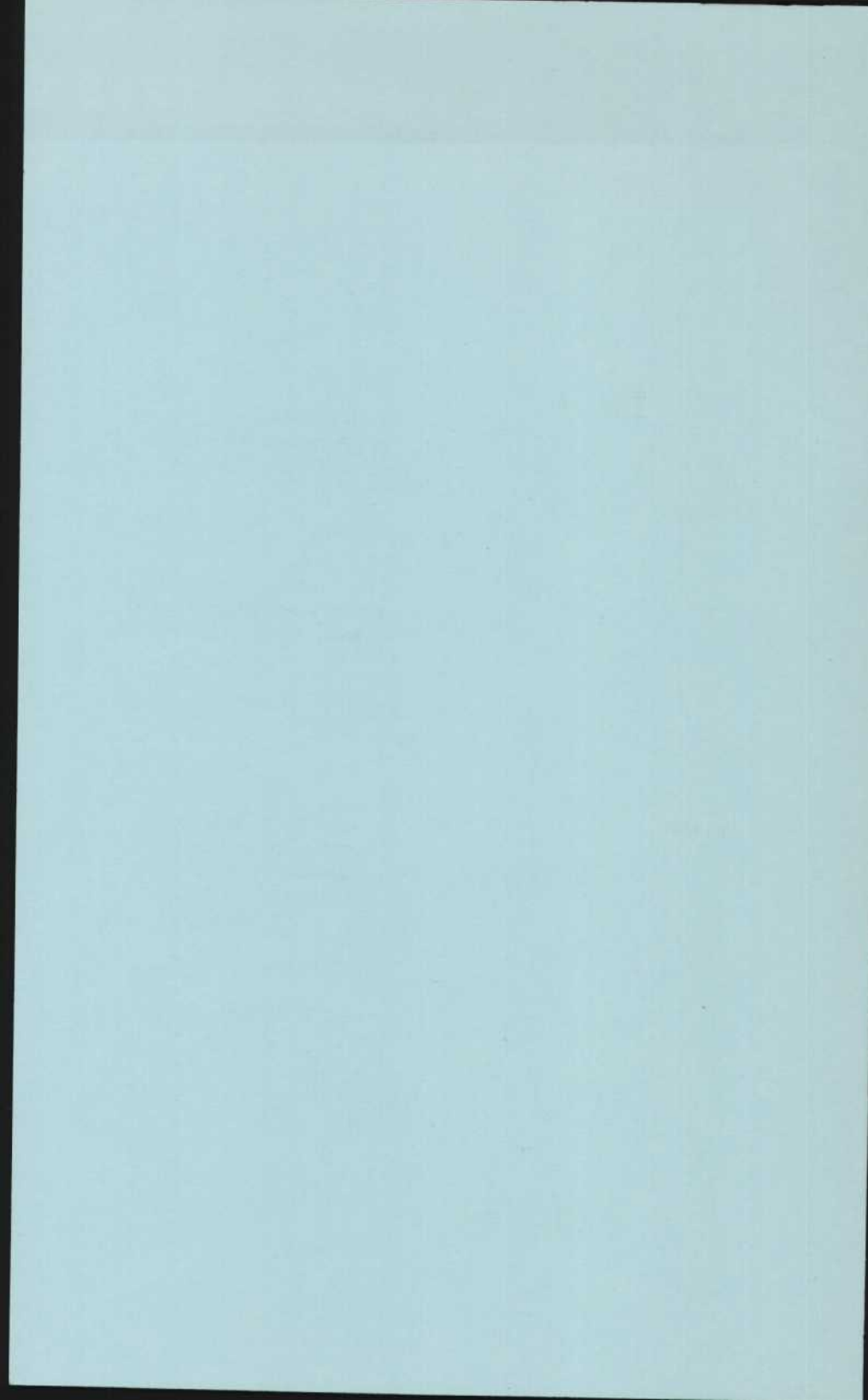
Master Agreement
1991-1993



Lakewood Public Schools
824 Third Avenue
Lake Odessa, Michigan 48849
(616)374-8043

Lakewood Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



Lakewood Board of Education

Lakewood Education Association Agreement

This agreement, entered into this 29th day of July, 1991 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:

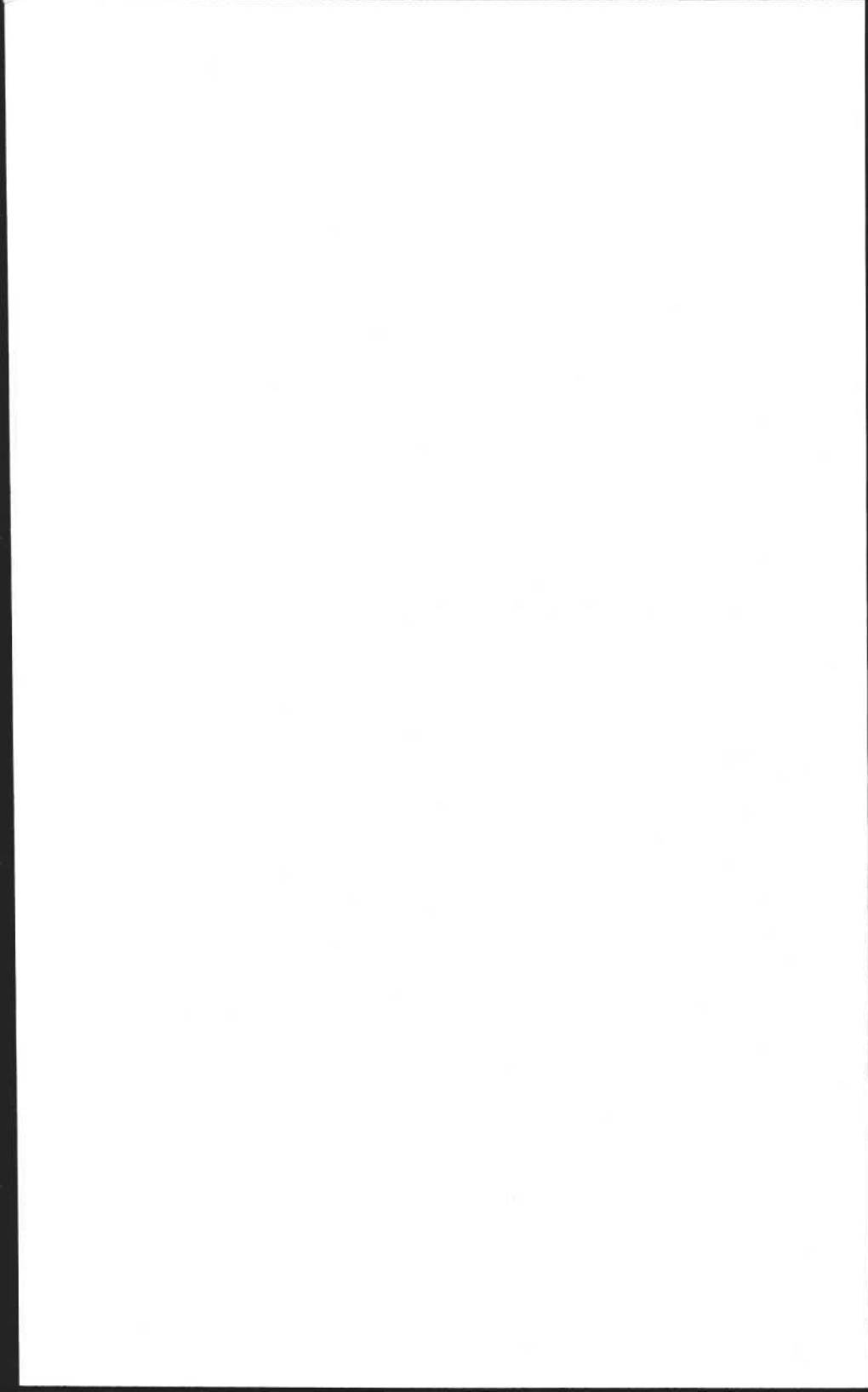
Whereas, the Board and Association recognize and declare that providing a quality education for the children of Lakewood is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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, to bargain with the Association as the representative of its teaching 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 1991-1993

I. Recognition

1. A. The Board hereby recognizes the Lakewood Education Association, an affiliate of the National and Michigan Education Associations, as 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, superintendent, assistant superintendents, principals, assistant principals, acting principals, business managers, community education directors and assistants, director of guidance, and supervisory staff later to be added to the faculty. The term "Teacher", when used herein, shall refer to both male and female 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 supersede any rules, policies, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede 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 this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Master Agreement 1991-1993

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 supersede 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.

Master Agreement 1991-1993

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.
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 I, 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
 - e. investment in an annuity of the Teacher's choice (recognized under part B below).
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 terminates 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

Master Agreement 1991-1993

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 any terms or conditions of employment by reason of his 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. 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 provide elsewhere.
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

Master Agreement 1991-1993

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.

Master Agreement 1991-1993

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, athletic and recreational programs, methods of instruction, materials used for instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, and discipline or dismissal of all personnel.

VI. Retirement

37. A. Retirement age of 70 shall be established with the Board reserving the right of extending the age of retirement.
38. B. Early retirement - - see XXIII.J.

VII Seniority and Layoff Procedures

39. 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 last three (3) digits of the Teacher's social security number. Those Teachers with higher numbers will be placed on the seniority list before others beginning work on the same day.
40. B. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act and shall have no seniority rights or recall rights until they have earned tenure status.
41. C. Association negotiators and Executive Board by virtue of their position shall be

Master Agreement 1991-1993

placed at the top of the seniority list while holding office.

42. 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.
43. 01. Seniority for tenured Teachers is retained when severance of employment is due to layoff.
44. 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.
45. E. Seniority shall be maintained but not accumulate when Teachers are on child care, health, or leave for general or other purposes, but shall accumulate on Community Education or military leaves.
46. 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.
47. 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.
48. H. In the event of a need to lay off personnel, the order of such reduction will be as follows:
 49. 01. Probationary Teachers shall be laid off first by using the following criteria:
 50. a. Certification--fully meets state requirements to teach assignment.
 51. 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.
 52. 02. When probationary Teachers have been laid off, tenured Teachers shall be laid off by using the following criteria and order:

Master Agreement 1991-1993

- 53. a. Certification--(see definition above).
- 54. b. Seniority--As defined in Section A.
- 55. c. Qualification--(see definition above).
- 56. 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.
- 57. 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

- 58. A. Tenured Teachers on layoff shall be recalled in reverse order of layoff to the first vacancy for which they are certified or qualified.
- 59. 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.
- 60. C. The Board shall give written notice of recall from layoff by sending a registered or certified letter to the Teacher being recalled.
- 61. D. Recalled 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.
- 62. E. A laid-off Teacher may continue his/her insurance benefits by paying monthly premiums as provided by the insurance company.
- 63. F. A Teacher on layoff status shall notify the Board immediately of any change of address.

IX. Curriculum Development and Curriculum Council

- 64. 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.
- 65. 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 4:30 p.m. of a contracted work day. Teachers will be notified at least seven (7) days in advance of such inservice.

Master Agreement 1991-1993

66. 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 quarterly. Additional meetings may be arranged with approval of the Curriculum Council.
67. 01.The Council shall be composed of elementary curriculum coordinators, secondary department heads, the directors of guidance, structured language, and of the Media Center, all building principals, and the superintendent or his or her designee.
68. 02.The Council shall be responsible for recommending to the Board matters pertaining to textbook selection, teaching equipment, building design, 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.
69. 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.
70. 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.
71. 05.Curricular issues which arise at the building level must have the consensus of the building school improvement teams prior to consideration by the Council.

X. Professional Growth Inservice

72. 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.
73. B.The Board may agree to provide upon application all or some of the necessary of the necessary funds for teachers who desire to attendselect professional conferences and

Master Agreement 1991-1993

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.

74. C. Any inservice program recommended by the Curriculum Council shall be implemented when authorized by the Board. An afterschool 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

75. 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.
76. 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.
77. 02. All staff members will be provided with a printed copy of the procedure established.
78. 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.
79. 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.
80. 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 loss 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.

Master Agreement 1991-1993

81. 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.
82. 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 M.E.A. or personal insurance shall be applied first to any claim or judgement.

XII. Vacancies, Promotions, and Transfers

83. 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 shall have 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.
84. 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.
85. C. Nothing provided herein shall impair the sole discretion of the Superintendent or his assignee to reassign a Teacher whose assigned position is eliminated.
86. 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 school year.
87. 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 whom shall be Teachers. The recommendations of

Master Agreement 1991-1993

this committee shall be given full consideration by the Superintendent.

88. 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.
89. G. The Promotion and Transfer Committee shall recommend criteria for the selecting of the Superintendent, Deputy and Assistant Superintendents, 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

90. A. Each Teacher, upon employment or at the beginning of the school year, whichever is later, shall be appraised in specific terms of the Teacher's responsibilities for the teaching position involved. Teachers will be informed of the specific criterion upon which they will be evaluated. See appendix D.
91. B. During the first six (6) weeks of each semester, the secondary Teacher will prepare and have approved by the building principal in a conference the objectives he/she expects to accomplish for each course being taught that semester.
92. 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. Written evaluation will be provided within ten (10) school days with any recommendations the Administrator may have after observing the Teacher. First-year Teachers shall be so evaluated at least three (3) times per year, and second-year Teachers shall be so evaluated at least two (2) times per year. 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.
93. D. The Teacher shall once each year provide to the Administrator a self-evaluation identifying strengths and areas for possible improvement. The Teacher and Administrator shall jointly develop a plan and techniques to be used to improve the overall performance of the Teacher. This plan shall be jointly reviewed and updated at least once each school year. Such sessions shall be considered part of the evaluation process described in Paragraph B.
94. 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-to-day observations and contacts with the Teacher may be used in the evaluations.

Master Agreement 1991-1993

95. 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.
96. G. When an administrator believes a 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. Any problem area identified in the previous evaluation is to be reviewed at the next scheduled conference.
97. 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.
98. I. This policy shall apply only to day school Teachers who are under the regular Teacher Contract.
99. J. Each written evaluation shall be reviewed by each party and signed by both before being placed in the personnel file.
100. K. During the first six (6) weeks of the school year, the building Principal and a committee appointed by the building L.E.A. representative shall review the Teacher evaluation form and procedure. The purpose is to improve and/or clarify each section of the document and the procedure to be followed including deadline dates. The committee and Principal shall jointly present and explain the agreed upon form and procedure at a faculty meeting. Should the committee and Principal not be able to agree on a form and procedure, the Superintendent shall make a final decision and explain his/her decision to the faculty.
101. L. See Appendix F. for approved form for evaluation.

XIV. Teaching Duties, Hours, and Classload

102. A. Duties
103. 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.
104. 02. Adequate plans shall be available at school at the end of the teaching day in case a substitute is required the following day.
105. 03. Teachers will be available for conferences with parents, the administration, students, or others when requested by the Principal the previous day.
106. 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

Master Agreement 1991-1993

(8) hour days.

107. 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.
108. 06. Curriculum Council, grade level, and department meetings may be held immediately after school or with released 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 cancelled 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.
109. 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.
110. 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 no more than two (2) hours' driving time at the pay scale of a regular bus driver.
111. 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.
112. 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.
113. 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

Master Agreement 1991-1993

necessary.

114. 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.
115. B. Hours
116. 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.
117. 02. All Teachers shall be entitled to a duty-free lunch period of no less than thirty (30) minutes.
118. 03. Secondary Schools -- the daily instructional times and periods are as follows:
119. a. High School Teachers' normal teaching load will be no more than twenty-five (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.
120. 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 (1/7) of actual salary per hour spent.
121. c. The normal working week shall include no less than five (5) preparation periods of equal time length of a teaching period.
122. d. The normal instructional day for Teachers shall not be more than three hundred (300) minutes of student contact time.
123. 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.

Master Agreement 1991-1993

124. 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:
125. a. The Teacher will be paid one-sixth (1/6) of actual salary provided the Teacher adds one (1) additional hour of on-site employment following the end of the regular Teacher's day.
126. 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.
127. 05. Elementary School -- The normal instructional day for Teachers shall not average more than three hundred (300) minutes of student contact time per day.
128. a. Elementary Teachers shall receive for preparation time not less than three (3) 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.
129. 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.
130. 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 the Teacher adds one-half (1/2) of an hour of on-site employment during the week. If the on-site employment is not made up, the Teacher will be paid one-twelfth (1/12) of the daily base salary. The Teacher will provide written notification within two (2) days to the building Principal that compensation is desired if the planning period is not made up.
131. 3. It is understood that each staff member may need to make special arrangements for recess duty during inclement weather.
132. 4. Part-time Teachers shall have preparation time and duty-free recess time pro-rated as per contracted working time.
133. b. 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

Master Agreement 1991-1993

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 to 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 (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-six (4-6) shall be twenty-seven (27) or less for academic classes. Additional students may be added up to but not

Master Agreement 1991-1993

to 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 exceed six (6) (Classloads 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 students per day.
146. 07. Since pupils are entitled to be taught by Teachers who are working within their areas 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

Master Agreement 1991-1993

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, chalk, 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

Master Agreement 1991-1993

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

Master Agreement 1991-1993

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 this 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.

Master Agreement 1991-1993

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 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.

Master Agreement 1991-1993

191. H. Any grievance occurring during the period between the termination date of this Agreement and the effective date of 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 or 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 professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
195. L. Copies of all written decisions 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. See Appendix G for Grievance Form.

XIX. Illness/Disability and Other Leaves of Absence

200. 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:
 201. 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.
 202. 02. Illness, injury, births, and/or deaths in the immediate family maximum three (3) days per year, not intended to be used consecutively with Illness/Disability and Other Leaves of Absence, F. 02., Group I.

Master Agreement 1991-1993

203. 03. A Teacher absent because of mumps, scarlet fever, measles, head lice, hepatitis, impetigo, 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.
204. 04. Any Teacher who shall receive worker's compensation benefits shall be charged sick leave only for the prorated difference between the benefits and the employee's full salary. No time shall be deducted from sick leave for the first ten (10) days.
205. 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:
206. a. The Teacher shall have had not less than twenty (20) sick days accumulated at the time of the illness.
207. 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 collectable 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.
208. 06. The Board agrees to pay the Teacher who qualified his/her full salary less any worker's compensation or loss of income insurance collectable by the Teacher.
209. 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.
210. B. Health Leave of Absence:
211. 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.
212. 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.
213. 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.

Master Agreement 1991-1993

214. 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.
215. C. Officers of the Lakewood Education Association and Negotiation Team:
216. 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.
217. 02. The L.E.A. secretary must give notice for this request to the Superintendent as early as possible.
218. 03. No more than two (2) teachers may be absent under this provision at any one time unless the event is the MEA Negotiator's Conference.
219. 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. This policy shall apply only as long as military service is required of the Teacher. A written policy is available in the central office.
220. E. General leave of absence:
221. 01. A general leave of absence may be granted for sabbatical or educational leave, elective office leave or for another acceptable reason as follows:
222. 02. The Teacher and Board shall first mutually agree in writing as to the terms of the leave.
223. 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.
224. F. Leaves for Personal or Business Reasons
225. 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 discretion 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.
226. 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

Master Agreement 1991-1993

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.

- 227. a. Sickness or death of relatives (immediate family: three (3) days; other relatives: two (2) days)
- 228. b. Funerals (maximum one [1] day)
- 229. c. Normal birth of child (father, maximum two [2] days)
- 230. d. Federal income tax audit
- 231. e. Wedding participant (maximum one [1] day)
- 232. f. Attend graduation exercise in immediate family (maximum one [1] day)
- 233. g. Estate settlement (maximum one [1] day)
- 234. h. As an elected official representing a political subdivision of government (maximum one [1] day)
- 235. i. Moving of complete household (maximum one [1] day)
- 236. j. Failure of commercial or public carriers to provide expected services or the official closing of highways (maximum one [1] day)
- 237. k. To provide leadership in activities requiring personal supervision of youth program (maximum one [1] day)
- 238. l. Personal business appointments that cannot be scheduled at any other time (maximum one [1] day)
- 239. m. Counseling, enrollment, or college credit check for self (maximum one [1] day)
- 240. n. Kindergarten enrollment or first day of school for own child (maximum one-half [1/2] day)
- 241. o. Participation in own child's school activities (maximum one-half [1/2] day)
- 242. 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.
- 243. a. To investigate, visit the campus, or enroll own child in college or post-high school program (maximum one [1] day)

Master Agreement 1991-1993

- 244. b. Sickness or death of a relative (additional two [2] days per occurrence)
- 245. c. A scheduled interview for other permanent employment (one-half [1/2] day per year)
- 246. d. Weddings (two [2] days per year)
- 247. e. Prepare for own child's graduation (one [1] day per year)
- 248. f. Additional days needed to participate in a wedding out of state (two [2] days per year)
- 249. g. Participate in own church activities (one [1] day per year)
- 250. 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.
- 251. a. Birth of a grandchild
- 252. b. Car trouble or repairs
- 253. c. Unplowed or poor road conditions when school is in session
- 254. d. Visit relatives out of state for special occasions
- 255. 03. Discretionary Days
- 256. a. 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.
- 257. 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 (1) building on the same school day. Should more than two (2) 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.
- 258. c. When the day(s) has been scheduled in advance, the

Master Agreement 1991-1993

Teacher must utilize the day, unless school is cancelled.

259. 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.
260. 05. Immediate family shall include all individuals living in the same household and under the same roof and/or all persons declared as dependents on the Teacher's federal income tax form plus all parents and children of the employee.
261. 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.
262. 07. The Board shall charge the Teacher on a triple prorated basis and/or forfeiture of all accumulated leave days when leave for personal reasons is misused.
263. 08. Other leaves for personal reasons without pay may be granted at the discretion of the Superintendent.
264. 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.
265. G. Leaves for Other Purposes:
266. 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:
267. a. Absence when a Teacher is called to jury duty.
268. b. Court appearance when subpoenaed as a witness in any case connected with the Teacher's employment or the school.
269. c. Approved visitation of other schools.
270. d. Time necessary to take the selective service physical examination.
271. e. When attending any function so directed by the administration.
272. 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.
273. 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 individual Teacher and the Board.
274. 01. The Teacher, upon return from sabbatical leave, shall be restored to his/

Master Agreement 1991-1993

her former position or to one of comparable status from which he/she is certified and qualified.

XX. Child Care Leave

275. 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:
276. 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.
277. 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.
278. 03. The leave shall be extended up to a period of two (2) school years by written request of the bargaining unit member.
279. 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.
280. 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.
281. 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.
282. 07. A Teacher may apply for an adoptive leave without pay under the provisions of child care leave of absence.

XXI. Professional Compensation

283. A. Salary
284. 01. The salary of Teachers covered by this Agreement for the school years 1991-92 and 1992-93 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.
285. 02. Teachers engaged in activities enumerated in Appendix B shall be

Master Agreement 1991-1993

compensated in accordance with that schedule. (See paragraph 10 following.)

286. 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.
287. 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.
288. 05. A Teacher upon request may be released from his/her regular duties without loss of pay to participate in workshops, programs, 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.
289. 06. In event any Teacher is not to be paid for a day, the rate shall be daily rate based on total contract days.
290. 07. Teachers whose contracted positions require working days not in the negotiated calendar will be paid at their per diem rate.
291. 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 twenty (120) days. Employees working less than five (5) days per week shall have insurance benefits prorated.
292. 09. Extracurricular Pay and Responsibilities
293. a. The Board agrees to pay Teachers for extracurricular duties within the percentage of the base salary as stated when duties are consistent with past responsibilities.
294. 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.
295. c. Nothing shall prevent the Board from employing persons not employed by Lakewood Public Schools, except that no Lakewood Teacher willing to continue in an assigned position will be replaced without just cause. All positions shall be posted.
296. 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

Master Agreement 1991-1993

for the activity.

297. 10. Driver Education salaries shall increase the same percentage as does the base salary each year.
298. 11. Teachers not regularly scheduled on cancelled school day will not be compensated.
299. B. Salary, Part-Time Teachers
300. 01. Part-time Teachers will advance one (1) step on the salary schedule for each year taught. When a Teacher goes from part-time to full-time employment, the Teacher will be credited steps on the salary schedule 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.)
301. 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.
302. 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.
303. b. Tenure and seniority rights shall apply to all part-time positions.
304. 03. Part-time Teachers will be expected to attend mandatory inservices, all parent-teacher conferences, and all scheduled open houses. When the part-time Teacher works a full day including an inservice, a field trip, or other special events where full time attendance is desired, the teacher will be compensated for such at his/her current rate of pay.
305. C. Mileage:
306. 01. Mileage rate paid employees required to use their own vehicles for school business shall be twenty-five (25) cents per mile.
307. 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.

XXII. School Calendar

308. A. The starting school date, ending date, vacation periods, legal paid holidays, number of

Master Agreement 1991-1993

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 January 1. (See also Appendix C.)

- 309. B. Teachers not regularly scheduled on a cancelled school day will not be compensated. Neither will a teacher be charged for a personal or sick day on a cancelled school day.
- 310. 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.

XXIII. Miscellaneous Provisions

- 311. 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 recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria for professional behavior.
- 312. 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.
- 313. 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.
- 314. 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.
- 315. E. Contract length: This contract shall be in force for the 1991-92 and 1992-93 school years, terminating at midnight on June 30, 1993.
- 316. F. This Agreement supersedes 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.
- 317. 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.
- 318. 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.
- 319. I. The Board may implement at its discretion an Early Retirement Incentive Plan with individual Teacher(s) with the conditions and financial remuneration to be determined

Master Agreement 1991-1993

by the Board pending the funding available.

XXIV. Consortium

320. 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.
321. 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.
322. 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.
323. 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.
324. 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.
325. 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 M.E.A. Coordinating Council shall have jurisdiction over this policy.

1991-1992											
Appendix A											
1991-1992 Teacher's Salary Schedule											
Lakewood Public Schools											
	Bachelors		Bachelors +22			Masters		Masters +15		Masters +30	
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	
1	1.00	\$23527	1.05	\$24703	1.08	\$25409					
2	1.06	\$24939	1.10	\$25880	1.13	\$26586					
3	1.11	\$26115	1.15	\$27056	1.18	\$27762					
4	1.16	\$27291	1.20	\$28232	1.23	\$28938	1.29	\$30350			
5	1.20	\$28232	1.25	\$29409	1.28	\$30115	1.35	\$31761	1.39	\$32703	
6	1.24	\$29173	1.30	\$30585	1.33	\$31291	1.40	\$32938	1.45	\$34114	
7	1.28	\$30115	1.35	\$31761	1.39	\$32703	1.47	\$34585	1.51	\$35526	
8	1.33	\$31291	1.40	\$32938	1.45	\$34114	1.53	\$35996	1.57	\$36937	
9	1.38	\$32467	1.45	\$34114	1.51	\$35526	1.59	\$37408	1.63	\$38349	
10	1.43	\$33644	1.49	\$35055	1.57	\$36937	1.65	\$38820	1.69	\$39761	
11	1.48	\$34820	1.53	\$35996	1.63	\$38349	1.71	\$40231	1.75	\$41172	
12	1.48	\$34820	1.58	\$37173	1.68	\$39525	1.76	\$41408	1.80	\$42349	
15	1.53	\$35996	1.63	\$38349	1.73	\$40702	1.81	\$42584	1.85	\$43525	
18	1.57	\$36937	1.67	\$39290	1.77	\$41643	1.85	\$43525	1.90	\$44701	

1992-1993													
Appendix A													
1992-1993 Teacher's Salary Schedule													
Lakewood Public Schools													
	Bachelors			Bachelors +22			Masters		Masters +15			Masters +30	
Step	Index	Salary		Index	Salary		Index	Salary	Index	Salary		Index	Salary
1	1.00	\$24703		1.05	\$25938		1.08	\$26679					
2	1.06	\$26185		1.10	\$27173		1.13	\$27914					
3	1.11	\$27420		1.15	\$28408		1.18	\$29150					
4	1.16	\$28655		1.20	\$29644		1.23	\$30385	1.29	\$31867			
5	1.20	\$29644		1.25	\$30879		1.28	\$31620	1.35	\$33349	1.39	\$34337	
6	1.24	\$30632		1.30	\$32114		1.33	\$32855	1.40	\$34584	1.45	\$35819	
7	1.28	\$31620		1.35	\$33349		1.39	\$34337	1.47	\$36313	1.51	\$37302	
8	1.33	\$32855		1.40	\$34584		1.45	\$35819	1.53	\$37796	1.57	\$38784	
9	1.38	\$34090		1.45	\$35819		1.51	\$37302	1.59	\$39278	1.63	\$40266	
10	1.43	\$35325		1.49	\$36807		1.57	\$38784	1.65	\$40760	1.69	\$41748	
11	1.48	\$36560		1.53	\$37796		1.63	\$40266	1.71	\$42242	1.75	\$43230	
12	1.48	\$36560		1.58	\$39031		1.68	\$41501	1.76	\$43477	1.80	\$44465	
15	1.53	\$37796		1.63	\$40266		1.73	\$42736	1.81	\$44712	1.85	\$45701	
18	1.57	\$38784		1.67	\$41254		1.77	\$43724	1.85	\$45701	1.90	\$46936	
20	1.58	\$39031		1.68	\$41501		1.78	\$43971	1.86	\$45948	1.91	\$47183	

			Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10
	Percent of Base		1	1.06	1.11	1.16	1.2	1.24	1.28	1.32
1991-1992										
Appendix B1										
Athletic Extra Duty										
Position										
Baseball varsity	0.08		\$1882	\$1995	\$2089	\$2183	\$2259	\$2334	\$2409	\$2484
Baseball JV	0.055		\$1294	\$1372	\$1436	\$1501	\$1553	\$1605	\$1656	\$1708
Baseball 9th	0.035		\$823	\$873	\$914	\$955	\$988	\$1021	\$1054	\$1087
Basketball Var	0.135		\$3176	\$3367	\$3526	\$3684	\$3811	\$3938	\$4065	\$4193
Basketball JV	0.07		\$1647	\$1746	\$1828	\$1910	\$1976	\$2042	\$2108	\$2174
Basketball 9th	0.07		\$1647	\$1746	\$1828	\$1910	\$1976	\$2042	\$2108	\$2174
Basketball 8th	0.045		\$1059	\$1122	\$1175	\$1228	\$1270	\$1313	\$1355	\$1398
Basketball 7th	0.045		\$1059	\$1122	\$1175	\$1228	\$1270	\$1313	\$1355	\$1398
Cheerleaders Var	0.05		\$1176	\$1247	\$1306	\$1365	\$1412	\$1459	\$1506	\$1553
Cheerleaders JV	0.02		\$471	\$499	\$522	\$546	\$565	\$583	\$602	\$621
Cheerleaders 9th	0.02		\$471	\$499	\$522	\$546	\$565	\$583	\$602	\$621
Cross Country Var	0.08		\$1882	\$1995	\$2089	\$2183	\$2259	\$2334	\$2409	\$2484
Cross Country JH	0.025		\$588	\$623	\$653	\$682	\$706	\$729	\$753	\$776
Football Var	0.135		\$3176	\$3367	\$3526	\$3684	\$3811	\$3938	\$4065	\$4193
Football Var Assist	0.08		\$1882	\$1995	\$2089	\$2183	\$2259	\$2334	\$2409	\$2484
Football JV	0.07		\$1647	\$1746	\$1828	\$1910	\$1976	\$2042	\$2108	\$2174
Football JV assist	0.055		\$1294	\$1372	\$1436	\$1501	\$1553	\$1605	\$1656	\$1708
Football 9th	0.07		\$1647	\$1746	\$1828	\$1910	\$1976	\$2042	\$2108	\$2174
Football 9th Assist	0.055		\$1294	\$1372	\$1436	\$1501	\$1553	\$1605	\$1656	\$1708
Golf Var & JV Boys	0.08		\$1882	\$1995	\$2089	\$2183	\$2259	\$2334	\$2409	\$2484
Softball Var	0.055		\$1294	\$1372	\$1436	\$1501	\$1553	\$1605	\$1656	\$1708
Softball JV	0.025		\$588	\$623	\$653	\$682	\$706	\$729	\$753	\$776
Softball 9th (add 1%)	0.025		\$588	\$623	\$653	\$682	\$706	\$729	\$753	\$776
Tennis Var Boys	0.055		\$1294	\$1372	\$1436	\$1501	\$1553	\$1605	\$1656	\$1708
Tennis Var Girls	0.055		\$1294	\$1372	\$1436	\$1501	\$1553	\$1605	\$1656	\$1708
Track Var Boys	0.06		\$1412	\$1486	\$1567	\$1637	\$1694	\$1750	\$1807	\$1863
Track Var Girls	0.06		\$1412	\$1486	\$1567	\$1637	\$1694	\$1750	\$1807	\$1863
Track Var Assist	0.04		\$941	\$998	\$1045	\$1092	\$1129	\$1167	\$1205	\$1242

1992-1993 Appendix B1 Athletic Extra Duty		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10
	Percent of Base	1	1.06	1.11	1.16	1.2	1.24	1.28	1.32
Baseball varsity	0.08	\$1926	\$2041	\$2138	\$2234	\$2311	\$2388	\$2465	\$2542
Baseball JV	0.055	\$1324	\$1403	\$1470	\$1536	\$1589	\$1642	\$1695	\$1748
Baseball 9th	0.035	\$843	\$893	\$935	\$977	\$1011	\$1045	\$1078	\$1112
Basketball Var	0.135	\$3250	\$3445	\$3607	\$3770	\$3900	\$4030	\$4160	\$4290
Basketball JV	0.07	\$1685	\$1786	\$1870	\$1955	\$2022	\$2090	\$2157	\$2224
Basketball 9th	0.07	\$1685	\$1786	\$1870	\$1955	\$2022	\$2090	\$2157	\$2224
Basketball 8th	0.045	\$1083	\$1148	\$1202	\$1257	\$1300	\$1343	\$1387	\$1430
Basketball 7th	0.045	\$1083	\$1148	\$1202	\$1257	\$1300	\$1343	\$1387	\$1430
Cheerleaders Var	0.05	\$1204	\$1276	\$1336	\$1396	\$1444	\$1493	\$1541	\$1589
Cheerleaders JV	0.02	\$481	\$510	\$534	\$558	\$578	\$597	\$616	\$636
Cheerleaders 9th	0.02	\$481	\$510	\$534	\$558	\$578	\$597	\$616	\$636
Cross Country Var	0.08	\$1926	\$2041	\$2138	\$2234	\$2311	\$2388	\$2465	\$2542
Cross Country JH	0.025	\$602	\$638	\$668	\$698	\$722	\$746	\$770	\$794
Football Var	0.135	\$3250	\$3445	\$3607	\$3770	\$3900	\$4030	\$4160	\$4290
Football Var Assist	0.08	\$1926	\$2041	\$2138	\$2234	\$2311	\$2388	\$2465	\$2542
Football JV	0.07	\$1685	\$1786	\$1870	\$1955	\$2022	\$2090	\$2157	\$2224
Football JV assist	0.055	\$1324	\$1403	\$1470	\$1536	\$1589	\$1642	\$1695	\$1748
Football 9th	0.07	\$1685	\$1786	\$1870	\$1955	\$2022	\$2090	\$2157	\$2224
Football 9th Assist	0.055	\$1324	\$1403	\$1470	\$1536	\$1589	\$1642	\$1695	\$1748
Golf Var & JV Boys	0.06	\$1444	\$1531	\$1603	\$1675	\$1733	\$1791	\$1849	\$1907
Softball Var	0.08	\$1926	\$2041	\$2138	\$2234	\$2311	\$2388	\$2465	\$2542
Softball JV	0.055	\$1324	\$1403	\$1470	\$1536	\$1589	\$1642	\$1695	\$1748
Softball 9th (add 1%)	0.025	\$602	\$638	\$668	\$698	\$722	\$746	\$770	\$794
Tennis Var Boys	0.055	\$1324	\$1403	\$1470	\$1536	\$1589	\$1642	\$1695	\$1748
Tennis Var Girls	0.055	\$1324	\$1403	\$1470	\$1536	\$1589	\$1642	\$1695	\$1748
Track Var Boys	0.06	\$1444	\$1531	\$1603	\$1675	\$1733	\$1791	\$1849	\$1907
Track Var Girls	0.06	\$1444	\$1531	\$1603	\$1675	\$1733	\$1791	\$1849	\$1907
Track Var Assist	0.04	\$963	\$1021	\$1069	\$1117	\$1156	\$1194	\$1233	\$1271

1991-1992									
Appendix B2									
Lakewood Non-Athletic Extra Duty Schedule									
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10
Position	Percent of Base	1	1.06	1.11	1.16	1.2	1.24	1.28	1.32
Advisor 9	0.01	\$235	\$249	\$261	\$273	\$282	\$292	\$301	\$311
Advisor 10	0.01	\$235	\$249	\$261	\$273	\$282	\$292	\$301	\$311
Advisor 11	0.03	\$706	\$748	\$783	\$819	\$847	\$875	\$903	\$932
Advisor 12	0.015	\$353	\$374	\$392	\$409	\$423	\$438	\$452	\$466
Advisor FFA	0.025	\$588	\$623	\$653	\$682	\$706	\$729	\$753	\$776
Advisor Newspaper	0.045	\$1059	\$1122	\$1175	\$1228	\$1270	\$1313	\$1355	\$1398
Advisor Stud Council	0.02	\$471	\$499	\$522	\$546	\$565	\$583	\$602	\$621
Advisor Yearbook	0.052	\$1223	\$1297	\$1358	\$1419	\$1468	\$1517	\$1566	\$1615
Dir Var Band	0.096	\$2259	\$2394	\$2507	\$2620	\$2710	\$2801	\$2891	\$2981
Dir Band Assist Var	0.035	\$823	\$873	\$914	\$955	\$988	\$1021	\$1054	\$1087
Musical Pit Orchesta	0.028	\$659	\$698	\$731	\$764	\$791	\$817	\$843	\$870
Non Stepped									
Advisor NHS	0.01	\$235							
Advisor Ski	0.02	\$471							
Advisor Flag	0.0268	\$631							
Advisor For Ex	0.01	\$235							
Advisor Ch Theatre	0.01	\$235							
Advisor SADD/Tean Inst	0.01	\$235							
Coord Curr WJH	0.035	\$823							
Coord Curr LOJH	0.035	\$823							
Coord Curr East	0.045	\$1059							
Coord Curr West	0.055	\$1294							
Coord Curr WdEl	0.07	\$1647							
Coord Curr Sunf	0.07	\$1647							
Coord Curr Clark	0.045	\$1059							
Coord Struct Lang	0.045	\$1059							

Coord LEO/Gifted	0.067	\$1576							
Coord OM	0.0223	\$525							
Coord DE	0.09	\$2117							
Dept Hd Bus	0.06	\$1412							
Dept Hd Comp	0.06	\$1412							
Dept Hd Fine Arts	0.04	\$941							
Dept Hd Lang Arts	0.05	\$1176							
Dept Hd Math	0.04	\$941							
Dept Head Media	0.04	\$941							
Dept Hd PE/Health	0.05	\$1176							
Dept Hd Sci	0.05	\$1176							
Dept Hd SS	0.03	\$706							
Dept Hd Tech	0.05	\$1176							
Dir Jazz Band	0.035	\$823							
Dir Voc Music	.09 - .12	\$0							
Dir Musical	0.086	\$2023							
Musical Art Dir	0.0067	\$158							
Musical Set Build	0.0245	\$576							
Musical Ticket Dir	0.0425	\$1000							
Driver Ed Range & Class	\$20.61/hr								
Driver Ed Road	\$16.42/hr								
IM Super	\$7.50/hr								
Summer Voc Ag-% of Act Sa	0.85								

1992-1993									
Appendix B2									
Lakewood Non-Athletic Extra Duty Schedule									
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10
Position	Percent of Base	1	1.06	1.11	1.16	1.2	1.24	1.28	1.32
Advisor 9	0.01	\$247	\$262	\$274	\$287	\$296	\$306	\$316	\$326
Advisor 10	0.01	\$247	\$262	\$274	\$287	\$296	\$306	\$316	\$326
Advisor 11	0.03	\$741	\$786	\$823	\$860	\$889	\$919	\$949	\$978
Advisor 12	0.015	\$371	\$393	\$411	\$430	\$445	\$459	\$474	\$489
Advisor FFA	0.025	\$618	\$655	\$686	\$716	\$741	\$766	\$790	\$815
Advisor Newspaper	0.045	\$1112	\$1178	\$1234	\$1289	\$1334	\$1378	\$1423	\$1467
Advisor Stud Council	0.02	\$494	\$524	\$548	\$573	\$593	\$613	\$632	\$652
Advisor Yearbook	0.052	\$1285	\$1362	\$1426	\$1490	\$1541	\$1593	\$1644	\$1696
Dir Var Band	0.096	\$2371	\$2514	\$2632	\$2751	\$2846	\$2941	\$3036	\$3130
Dir Band Assist Var	0.035	\$865	\$916	\$960	\$1003	\$1038	\$1072	\$1107	\$1141
Musical Pit Orchestra	0.028	\$692	\$733	\$768	\$802	\$830	\$858	\$885	\$913
Non Stepped									
Advisor NHS	0.01	\$247							
Advisor Ski	0.02	\$494							
Advisor Flag	0.0268	\$662							
Advisor For Ex	0.01	\$247							
Advisor Ch Theatre	0.01	\$247							
Advisor SADD/Teqn Inst	0.01	\$247							
Coord Curr WJH	0.035	\$865							
Coord Curr LOJH	0.035	\$865							
Coord Curr East	0.045	\$1112							
Coord Curr West	0.055	\$1359							
Coord Curr WdEI	0.07	\$1729							
Coord Curr Sunf	0.07	\$1729							
Coord Curr Clark	0.045	\$1112							
Coord Struct Lang	0.045	\$1112							

Coord LEO/Gifted		0.067	\$1655						
Coord OM		0.0223	\$551						
Coord DE		0.09	\$2223						
Dept Hd Bus		0.06	\$1482						
Dept Hd Comp		0.06	\$1482						
Dept Hd Fine Arts		0.04	\$988						
Dept Hd Lang Arts		0.05	\$1235						
Dept Hd Math		0.04	\$988						
Dept Head Media		0.04	\$988						
Dept Hd PE/Health		0.05	\$1235						
Dept Hd Sci		0.05	\$1235						
Dept Hd SS		0.03	\$741						
Dept Hd Tech		0.05	\$1235						
Dir Jazz Band		0.035	\$865						
Dir Voc Music	.09 - .12		\$0						
Dir Musical		0.086	\$2124						
Musical Art Dir		0.0067	\$168						
Musical Set Build		0.0245	\$605						
Musical Ticket Dir		0.0425	\$1050						
Driver Ed Range & Class	\$21.64/hr								
Driver Ed Road	\$17.24/hr								
IM Super	\$7.50/hr								
Summer Voc Ag-% of Act Sa		0.85							

Lakewood School Calendar 1991-1992 Appendix C

<u>Date</u>	<u>Special Event</u>
Monday, August 26	First Day for Staff
Tuesday, August 27	First Day for Students
Wednesday, August 28	First Day for HIT Students
Monday, September 2	Labor Day - No School
Thursday, October 17	Inservice Day - Options For Excellence with Al Shanker, John Power, and Betty Youngs
Friday, October 25	Last Day of 1st Marking Period
Tuesday, November 5	Elementary Conferences - 6-9pm
Wednesday, November 6	Half Day School - All School Conferences - 2-4pm & 6-9pm
Thursday, November 7	Half Day School - All School Conferences - 2-4pm Secondary Conferences - 6-9pm
Friday, November 8	No School
Thursday, November 28	Thanksgiving - No School
Friday, November 29	No School
Friday, December 20	Christmas Vacation begins 3:15pm
Monday, January 6	School Resumes
Monday, January 20	End of 1st semester
Tuesday, January 21	Exams
Wednesday, January 22	Exams
Thursday, January 23	Exams
Friday, January 24	Records Day 1/2 Day - 1/2 Day Effective Schools
Friday, February 28	Teacher Inservice
Friday, March 27	End of 3rd Marking Period
Friday, March 27	Spring Vacation begins 3:15pm
Monday, April 6	School Resumes
Friday, April 17	No School: Good Friday
Monday, May 25	Memorial Day - No School
Friday, June 5	Last day for students: 1/2 day for students, 1/2day records
Saturday, June 6	1/2 day for teachers - records day in A.M.

<u>Month</u>	<u>Attendance Days</u>	<u>Teacher Days</u>
August	4	5
September	20	20
October	22	23
November	18	18
December	15	15
January	19	20
February	19	20
March	20	20
April	18	18
May	20	20
June	5	6
Totals	180	185

Appendix D

Expectations of Teachers

I. These expectations are stated to supplement Article XIII - A [paragraph 90] 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, recognizing that the maximum academic and social growth of the entire class is the ultimate goal.

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

General Board Policies Regarding Degree Equivalency and Salary Classification Advancement

I. 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, sociology 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 Bachelors Degree must be graduate courses.

V. Only courses completed after the dates of the Bachelors Degree and initial certification will be considered. Only courses after the granting of the Masters 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 of BS+22, MA Equivalent, MA+15, and 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 a 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
- IV. Personal Characteristics
- V. Instructional Performance
- VI. Professional Involvement and Growth
- VII. Summary Statement by Administrator
Summary Statement by Teacher

Stages of Supervision-Evaluation

I. 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 the Teacher desires.

II. 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, alone, by Administrator and Teacher. Time suggested for this might be 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 worksheet can be used as a guide 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 under Part VIII.

Teacher Analysis Worksheet [To be completed by Teacher]

Strengths of Lesson

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

Areas To Be Considered

I. Teaching Characteristics	Out- Stand	Good	Satis- factory	Needs Improv	UnSat- factory	Not Appl
A. Demonstrates enthusiasm	Δ	Δ	Δ	Δ	Δ	Δ
B. Demonstrates creativity	Δ	Δ	Δ	Δ	Δ	Δ
C. Keeps on task	Δ	Δ	Δ	Δ	Δ	Δ
D. Establishes rapport with students	Δ	Δ	Δ	Δ	Δ	Δ
E. Exhibits interest in subject matter and Student learning	Δ	Δ	Δ	Δ	Δ	Δ
F. Demonstrates careful and consistent planning	Δ	Δ	Δ	Δ	Δ	Δ

Observations:

Suggestions/Remarks:

II. Classroom Organization and Management

A. Establishes clear and reasonable rules	Δ	Δ	Δ	Δ	Δ	Δ
B. Applies classroom expectations consistently and fairly	Δ	Δ	Δ	Δ	Δ	Δ
C. Maintains discipline	Δ	Δ	Δ	Δ	Δ	Δ
D. Manages classroom effectively	Δ	Δ	Δ	Δ	Δ	Δ
E. Maintains classroom appearance that is conducive to learning	Δ	Δ	Δ	Δ	Δ	Δ
F. Discipline by a variety of techniques and methods for modification of unacceptable behavior	Δ	Δ	Δ	Δ	Δ	Δ
G. Performs record keeping and organizational skills	Δ	Δ	Δ	Δ	Δ	Δ
H. Utilizes instructional materials effectively	Δ	Δ	Δ	Δ	Δ	Δ

Observations:

Suggestions/Remarks:

III. Human Relations

	Out- Stand	Good	Satis- factory	Needs Improv	UnSat- factory	Not Appl
A. Relates effectively with associates	Δ	Δ	Δ	Δ	Δ	Δ
B. Complies with rules and regulations	Δ	Δ	Δ	Δ	Δ	Δ
C. Gains confidence and respect of students	Δ	Δ	Δ	Δ	Δ	Δ
D. Communicates effectively with parents about student progress	Δ	Δ	Δ	Δ	Δ	Δ
E. Maintains and promotes the building's goals and objectives	Δ	Δ	Δ	Δ	Δ	Δ
F. Maintains and promotes the school district's goals and objectives	Δ	Δ	Δ	Δ	Δ	Δ

Observations:

Suggestions/Remarks:

IV. Personal Characteristics

A. Maintains neat personal appearance	Δ	Δ	Δ	Δ	Δ	Δ
B. Uses good judgement, tact	Δ	Δ	Δ	Δ	Δ	Δ
C. Is punctual	Δ	Δ	Δ	Δ	Δ	Δ
D. Is reliable	Δ	Δ	Δ	Δ	Δ	Δ
E. Profits from constructive criticism	Δ	Δ	Δ	Δ	Δ	Δ
F. Demonstrates flexibility	Δ	Δ	Δ	Δ	Δ	Δ

Observations:

Suggestions/Remarks:

V. Instructional Performance

A. Offers introduction to lesson	Δ	Δ	Δ	Δ	Δ	Δ
B. Creates an awareness of goals & objectives for students	Δ	Δ	Δ	Δ	Δ	Δ
C. Provides congruent activities teaching toward objectives	Δ	Δ	Δ	Δ	Δ	Δ
D. Checks for student understanding	Δ	Δ	Δ	Δ	Δ	Δ
E. Supervises and allows time for classroom and/or home practice	Δ	Δ	Δ	Δ	Δ	Δ

	Out- Stand	Good	Satis- factory	Needs Improv	UnSat- factory	Not Appl
F. Provides opportunity for higher-level thinking skills	Δ	Δ	Δ	Δ	Δ	Δ
G. Provides conditions that stimulate and motivate students	Δ	Δ	Δ	Δ	Δ	Δ

Observations:

Suggestions/Remarks:

VI. Professional Involvement and Growth

Observations:

Suggestions/Remarks:

VII. Summary Statement by Administrator:

VIII. 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: _____/_____/_____

B. Disposition of Superintendent or Designee: _____

Signature _____ Date _____

C. Position of Grievant and/or Union/Association: _____

Signature _____ Date _____

Step III

A. Date submitted to School Board: _____/_____/_____

B. Disposition of School Board: _____

Step IV

A. Date submitted to Arbitrator: _____/_____/_____

B. Disposition of Arbitrator: _____

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 H

I. MESSA PAK (Plan A)

A. For Teachers choosing a health insurance plan, the MESSA CARE PAK includes:

1. MESSA Super Care I
2. Delta Dental Plan 70/60/60; \$1000
3. Negotiated Life: \$15,000
4. Vision VSP-2

B. For Teachers choosing to take the option package:

1. Delta Dental Plan 60/60/60; \$1000
2. Vision VSP-2
3. Negotiated Life \$20,000

Individual Options:

4. Other elective MESSA health care options
5. Annuity program recognized jointly by the Board and the Association

