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Lakewood Public Schools
223 W Broadway
Woodland, MI 48897
(616) 374-8043Trustee

MASTER AGREEMENT

Lakewood Board of Education

and

Lakewood Education Association

2018 – 2019

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Lakewood Board of Education Lakewood Education Association

Agreement

This agreement, entered into Tuesday, June 26, 2018 by and between the School District of Lakewood, of Ionia, Eaton, Barry and Kent Counties, Michigan, hereinafter called the "Board", and the Lakewood Education Association, hereinafter called the "Association".

Witnesseth:

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

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

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

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

Master Agreement

ARTICLE I RECOGNITION

1. The Board hereby recognizes the Lakewood Education Association, an affiliate of the National and Michigan Education Associations, and exclusive and sole representative for all certified personnel, including, but not limited to, teachers, social workers, and school psychologists, whether under contract, on leave, or employed, by the Board, excluding substitute teachers, adult education teachers, community education teachers, superintendents, principals, assistant principals, acting principals, business managers, community education directors and assistants, director of guidance, and supervisory staff later to be added to employees.
2. 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.
3. The Board agrees not to negotiate with any Teacher or Teacher organization other than the Association for the duration of this contract.
4. 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 the Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE II PAYROLL DEDUCTIONS

5. The Association represents all employees in the bargaining unit.
6. Each bargaining unit member can freely choose to become a member of the Association, or to not become a member of the Association.
7. Bargaining unit membership and Association membership are distinct.
8. An employee is always a bargaining unit member; and employee becomes an Association member only through choice. If an employee chooses not to become an Association member he/she will remain a bargaining unit member, remain entitled to representation by the Association, remain covered by this collective bargaining agreement, and remain entitled to any benefits set forth in this collective bargaining agreement and as set forth in the bylaws of the Association.

9. Neither the Board nor the Association will discriminate against any employee because the employee chooses to become an Association member or chooses not to become an Association member.
10. Joining the Association is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not join the Association.
11. The Board will not tolerate harassment or discrimination against any employee who chooses to become an Association member or chooses not to become an Association member. Any employee determined to have harassed and/or discriminated against a colleague because that colleague chose to become an Association member or chose to not become an Association member, or chose to pay Association dues or chose to not pay Association dues, will be subject to appropriate corrective/disciplinary action, up to and including termination "for cause".
12. The Association agrees to indemnify and hold the Board harmless against any and all claims, suits and/or other forms of liability that may arise out of the Board complying with the provisions of this Article.
13. Teachers may authorize payroll deductions for contributions to the local United Way and/or Lakewood Educational Foundation. These deductions are to be taken out in equal amounts and the deductions shall be remitted not less than monthly.
14. Teachers may authorize payroll direct deposit to any financial institution. Teachers may authorize either an equal amount deduction each pay period or a net check deposit.
15. No deduction shall be made of less than \$5.00 (five dollars) per quarter when deduction is made on a quarterly basis.

**ARTICLE III
INSURANCE PROTECTION AND ANNUITIES**

16. The Board will provide teacher chosen medical insurance to Teachers. Teachers who choose not to have medical insurance will receive a monthly allowance of \$300.00 per month minus the cost of MESSA PAK insurance.
17. For Teachers choosing a health insurance plan, the BCBS plans includes:
 - a) BCBS Simply Blue PPO \$500 or BCBS Simply Blue HSA PPO \$1,250 or BCBS Simply Blue HSA PPO \$2,000
 - b) Delta Dental 70/70/70/\$2000
 - c) Negotiated Life \$20,000
 - d) Vision VSP3
18. The Board will pay health insurance up to the current caps, which are: single person coverage, \$541.71 per month; two-person coverage, \$1143.34 per month; family coverage \$1491.03 per month.

19. Employee is responsible for any health premium over and above the above cap(s) in #18.
20. For Teachers choosing to opt out of medical insurance, the MESSA PAK includes:
- a) Delta Dental 70/70/70/2000
 - b) Negotiated Life \$20,000
 - c) Vision VSP3
 - d) Other elective MESSA health care options and/or allowance to be distributed subject to the provisions of the Lakewood Public Schools Cafeteria Plan.
 - e) The board shall pay 50% of ancillary costs beginning on July 1, 2018; employee to pay the remainder of ancillary costs.
 - f) Using the FY18 audited financial statement's "Budgetary Comparison Schedule – General Fund," if the variance between the District's FY18 Final Revision "Budgeted Amounts - Final" and the FY18 audited "Actual Amounts (Budgetary Basis)" equals or exceeds a favorable variance of \$125,000.00, (exclusive of any revenue derived from the sale of assets as it pertains to property commonly known as "East Elementary, Sunfield Elementary and Clarksville Elementary schools") the board shall pay 100% of ancillary costs beginning on December 1, 2018.
21. All teachers will be eligible for a MESSA long-term disability policy with the following specifications:
- | | | |
|----|-------------------------------|-------------------------|
| a) | LTD Benefit: | 66-2/3% of Max Eligible |
| b) | Maximum Monthly Benefit | \$3,500 |
| c) | Qualifying Period | 90 Calendar Days |
| d) | Elimination Period | Modified Fill |
| e) | COLA | No |
| f) | Alcoholism/Drug | Two Years |
| g) | Mental/Nervous | Two Years |
| h) | Minimum Payout | 5% Minimum Payout |
| i) | Pre-existing Limits | Waived |
| j) | Family Social Security Offset | |
| k) | No Survivor Income | |
| l) | Freeze on Offsets | |
| m) | No Educational Supplemental | |
| n) | 2 Year Own Occupation | |
22. 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 150 days. Employees working less than five (5) full days per week shall have insurance benefits prorated.
23. Insurance coverage for new Teachers will be effective on the first day of work for that teacher.
24. The Association shall certify to the Business Office in writing the options selected by Teachers on or before the 15th day of December of each year.

25. The Board's insurance contributions shall begin in September of each year and continue for twelve (12) full months. However, any person who terminated employment with the Board prior to fulfillment of the Contract shall have the Board's contribution terminated as of the last day of employment.
26. 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.
27. The Board shall adopt the necessary resolution and do all those things necessary to provide Association members a payroll deduction for the right to the benefits of the MEFSA Tax Deferred Annuity program. Payroll deductions for other tax deferred annuity programs shall be allowed by the Board upon recommendation of a joint committee of two (2) L.E.A. representatives and two Board representatives and a desire on the part of not less than ten (10) Teachers to participate. If at any time there are three (3) or less accounts into an existing plan, the Board may require those persons to roll over their accounts into an existing plan. The Board will not be required to recognize more than four (4) tax-sheltered annuity plans at one time.

ARTICLE IV ASSOCIATION AND TEACHER RIGHTS

28. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any Teacher with respect to hours, wages, or conditions of employment by reason of his/her membership or lack of 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.
29. All information forming the basis for disciplinary action shall be made available to the Teacher. Nothing contained herein shall be construed to deny or restrict any Teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to Teachers hereunder shall be deemed to be in addition to those provided elsewhere. This section shall not be subject to the grievance procedure.
30. 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.

- 31.** 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 Teachers' responsibilities to their students.
- 32.** The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use and be responsible for its safe and prompt return.
- 33.** 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.
- 34.** 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 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.
- 35.** 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.
- 36.** 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 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 unless it adversely impacts the District. This shall in no way restrict the Board's rights under tenure law or the reemployment of non-tenured Teachers.
- 37.** 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.

38. 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.
39. 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.

ARTICLE V BOARD OF EDUCATION RIGHTS

40. 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, and the selection, direction, transfer, promotion or demotion, and discipline or dismissal of all personnel.

ARTICLE VI SENIORITY

41. 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 drawing of lots. During the first week of school, Teachers who began work on the same date will meet in the superintendent's office to draw lots. Teachers who draw higher numbers will be placed on the seniority list before Teachers drawing lower numbers. If a Teacher is not present to draw, an officer of the Association will be present to draw for the employee.
42. New employees hired into the unit shall be considered as Probationary Teachers until granted Tenure. Non-instructional bargaining unit members will be considered probationary until they have completed five years of employment, after which time they shall have the contractual rights of all other teachers including, but not limited to "just cause."

43. 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.
44. Seniority for tenured Teachers is retained when severance of employment is due to layoff.
45. Seniority shall be maintained when Teachers are on child care, health, or leave for general or other purposes, and shall be accumulated for a period of twelve (12) work weeks; but shall accumulate indefinitely on military leaves.
46. 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 within sixty (60) 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 re-posted and may be challenged again within another thirty (30) 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. Seniority shall be prorated for part-time teachers.
47. 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.

**ARTICLE VII
RECALL PROCEDURES**

48. The Board shall give written notice of recall from layoff by sending a registered or certified letter to the Teacher being recalled.
49. Recall Teachers shall be entitled to all sickness and leave benefits provided herein. Utilization of such benefits shall not be considered proper reason for failure to recall or to reinstate.
50. A laid-off Teacher may continue his/her insurance benefits by paying monthly premiums as provided by the insurance company.
51. A Teacher on layoff status shall notify the Board immediately of any change of address.

**ARTICLE VIII
CURRICULUM DEVELOPMENT AND CURRICULUM COUNCIL**

52. 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.

53. The Board of Education may provide in-service for Teachers concerning specific curriculum changes and new adoptions. Attendance will be mandatory, for Teachers required to attend, when in-service is provided between 8 a.m. and 5 p.m. of a contracted work day. Teachers will be notified at least seven (7) days in advance of such in-service. Such meetings shall be limited up to the maximum hours allowed by the State Board of Education to count toward hours of instruction.
54. The Board and the Association agree to establish a Curriculum Council. The purpose of the Curriculum Council shall be to inform Council members of curricular programs and proposals and to evaluate curricular changes for the purpose of articulating and coordinating curriculum DK-12. All proposals for curricular change shall be submitted to the Curriculum Council prior to any recommendation to the Board for approval and adoption. The Curriculum Council will meet monthly, as needed, during the school year. Additional meetings may be arranged with approval of the Curriculum Council.
55. The Council shall be composed of three (3) elementary curriculum coordinators, two (2) Middle School curriculum coordinators, and two (2) secondary department heads, all building principals, and the superintendent or his/her designee.
56. The Council shall be responsible for recommending to the Board matters pertaining to textbook selection, teaching equipment, experimental teaching techniques and innovations, in-service programs, as well as changes in instructional programs. In all cases, final recommendations of the Council will be presented to the Board.
57. 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.
58. 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.
59. Curricular issues which arise at the building level must have the working consensus of the building school improvement team prior to consideration by the council.

ARTICLE IX PROFESSIONAL GROWTH IN-SERVICE

60. 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.

61. The Board may agree to provide upon application all or some of the necessary funds for Teachers who desire to attend select professional conference and curriculum meetings. A Teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Applications for said leave shall be filed with the building Principal at least five (5) days in advance of Registration deadline for said conference and the building Principal will forward the request to the Superintendent for a decision. The Teacher will be notified if the amount to be compensated will be less than 100% prior to the registration deadline.
62. A Teacher upon request may be released from his/her regular duties without loss of pay to participate in workshops, program, or conferences oriented solely to improving professional competency. Such requests are subject, however, to the discretion of each Principal. There shall be no more than six (6) Teachers per district, requiring substitutes, absent for such reasons at any one (1) time, unless special authorization has been given by the Superintendent.
63. Any in-service program recommended by the Curriculum Council shall be implemented when authorized by the Board. An after school in-service 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.

ARTICLE X PROTECTION OF TEACHERS

64. 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 the following action. The student may be removed from the classroom until a meeting can take place with the parents and the appropriate personnel as determined by the building administrator. If the student has exhibited violent behavior or threatened the teacher with violence, the student will be removed from the classroom until the building administrator has determined an effective course of action. The building administrator will make a determination for a corrective course of action concerning the student's behavior in consultation with the parents of the student, the teacher and appropriate personnel. The corrective course of action shall ensure that the classroom remains a safe and educationally sound environment.
65. 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.

66. The Board will reimburse Teachers for any loss, damage, or destruction of clothing or personal property, excluding money, not covered by the Teacher's personal insurance, while on assigned duty, the loss not being the fault of the Teacher. Claims for such losses will be processed through the grievance procedure. Eligible losses shall include damage done to private motor vehicles provided the damage was caused by vandalism or mischievous destruction. The vehicle must be parked in an assigned or approved parking area. The Board's responsibility shall not exceed \$250 (two hundred fifty dollars) to any individual for any one (1) incident.
67. 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 pecuniary 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.
68. If and when parents/legal guardians wish to be present in a classroom or course to observe instructional Activity, the following criteria apply:
- a) The student must be enrolled and present in the room at the time of observation.
 - b) No testing/assessment shall be taking place.
 - c) No observation shall take place during the first or last week of the school year.
 - d) No audio/visual recording shall be used unless it has the principal's and teacher's pre-approval.
 - e) Parental observation/presence shall not interfere with classroom discipline or learning.
 - f) The teacher will be notified a minimum of forty-eight (48) hours before the observation.
69. Whenever any group or individual brings charges against a Teacher as a result of that Teacher's role in carrying out Board or building policies or Principal directives, the Board shall provide necessary and sufficient paid leave of absence, legal assistance, and other support required by the Teacher at no charge. All MEA or personal insurance shall be applied first to any claim or judgment.
70. The term "file" as used herein shall include a Teacher's file, and all other records regarding the Teacher. Any documentation that is to be placed in a teacher's file shall be put in writing and dated. The teacher shall be given a copy of all new documents that are placed in his/her file. The teacher shall have the right to submit a written response to any documentation placed in his/her file, within 20 days of being provided a copy of the document, and this response shall be attached to all copies of the written document, including but not limited to all copies provided to all third parties.

71. In the event the Administration receives a Freedom of Information Act (FOIA) request for the file(s) of any Teacher(s), or any portion thereof, the Administration shall notify the Teacher and provide the Teacher with a copy of the FOIA request and all the documentation being sent prior to the request being filled.
72. If the district maintains audio and/or visual recording in the classroom, teachers will be notified.

**ARTICLE XI
VACANCIES, PROMOTIONS, AND TRANSFERS**

73. 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, making appropriate notification on the District Web Page www.lakewoodps.org and in the Weekly Bulletin.
74. 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.
75. Nothing in this Contract shall prohibit a new Teacher and the Superintendent mutually agreeing to any step of the salary schedule provided it is not higher than the years of experience warranted and it is acceptable to both parties. The agreed upon step shall be fixed as the beginning step and the Teacher shall proceed on the salary schedule from that point. A copy of the contracts for all newly hired Teachers must be provided to the President of the Association upon his/her request any time after September 1 of each year.

**ARTICLE XII
TEACHING DUTIES, HOURS, AND CLASSLOAD DUTIES**

76. 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.
77. Adequate plans shall be available at school at the end of the teaching day in case a substitute is required the following day.
78. Teachers will be available for conferences with parents, administration, or students. These meetings shall be scheduled to begin no earlier than fifteen (15) minutes prior to the start of the school day or no later than thirty (30) minutes after dismissal special consideration should be given to meet the scheduling needs of parents and students. The Principal needs to request meetings with teachers 24 hours in advance. Consideration needs to be given in extenuating circumstances.

- 79.** An evening activity, not to exceed FOUR (4) per school year (i.e. open houses, conferences, graduation, etc) 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 the number of teacher contract days for the school year.
- 80.** Meetings and events outside the normal instructional day either at the building or district level requiring mandatory attendance of teachers will not exceed eighteen (18) per academic year. The limit does not apply to individual meetings such as Child Study's, IEP's and 504's; meeting of those in compensated positions such as Curriculum Coordinators and Departments Heads, or any committee meetings when membership is voluntary such as Curriculum Review and Building Improvement Teams.
- 81.** Teacher building meetings shall be held prior to or after school on a day agreed upon by the majority of teachers in that building. No teacher will be detained 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 are not to exceed one (1) hour. Teachers are free to excuse themselves after one (1) hour.
- 82.** Teacher District meetings may be held immediately after school or with release time on Monday, Tuesday, or Thursday. Wednesday may be used when they are not in conflict with LEA activities. Meetings should not exceed one (1) hour. If listed in the weekly bulletin, ten (10) school days in advance, attendance shall be mandatory unless excused by the administration. Regular meetings when cancelled will not be rescheduled. Special or emergency meetings may be called, but no teacher will be detained if the Teacher reports to Principal at or before the meeting a prior commitment and the teacher did not receive notice the previous day.
- 83.** 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 practical.
- 84.** 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 driving time at the pay scale for a regular bus driver.
- 85.** Teachers collecting student money shall turn money in regularly with an itemized statement when necessary. Teachers shall not allow more than one hundred (100) dollars to accumulate in any period over one (1) week without reporting collections. Failure to do so may result in the Teacher's being personally liable for the funds.
- 86.** 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.

- 87. Teachers shall assume responsibility for the enforcement of building policy regarding student conduct. This policy shall be specific and posted at the beginning of the school year and reviewed by Administrators and staff as necessary.
- 88. 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.

HOURS

- 89. Teachers' starting time is ten (10) 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 ten (10) minutes after the time of student dismissal.
- 90. All Teachers shall be entitled to a duty-free lunch period of no less than thirty (30) minutes.

Secondary Schools --the daily instructional times and periods are as follows:

- 91. 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 a pro-rated amount of the Teacher's actual salary based on the number of actual teaching periods in a day.
- 92. Middle School Teachers' normal teaching load will be no more than thirty (30) teaching periods per week. Middle School part-time teachers shall be paid a pro-rated amount of the Teacher's actual salary based on the number of actual teaching periods in a day.
- 93. The normal working week shall include no less than five (5) preparation periods of equal time length to a teaching period.
- 94. The normal instructional day for Secondary Teachers shall not be more than three hundred sixteen (316) minutes of student contact time. However, if the calendar is agreed to at less than 180 student attendance days, student contact minutes may be increased as follows:
 180+ 316 minutes
 174-179 days 325 minutes
 170-174 days 325 minutes
 65-169 days 325 minutes
- 95. Any adjustments and/or changes in the instructional times and/or the length of the work day can be made if the changes are mutually agreed to by the building Administrator and a 2/3 majority of the teaching staff.

96. Whenever a secondary Teacher accepts to teach any classes on a regular basis during the conference period, the additional salary shall be computed based on a pro-rated amount of the Teacher's actual salary based on the number of teaching periods in a day.

Elementary School

97. The normal instructional day for Teachers shall not average more than three hundred sixteen (316) minutes of student contact time per day. However, if the calendar is agreed to at less than 180 student attendance days, student contact minutes may be increased as follows:
- | | |
|--------------|-------------|
| 180+ | 316 minutes |
| 174-179 days | 325 minutes |
| 170-174 days | 335 minutes |
| 165-169 days | 345 minutes |
98. Each elementary teacher will receive for preparation time an average of not less than 250 minutes per week. Elementary teachers may also use regularly schedule recess as additional preparation time. Every effort will be made to allow elementary teachers not less than one fifty (50) minute preparation period each day.
99. 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.
100. Elementary Teachers who are required to teach during planning periods that are not made up will be paid one sixth (1 /6) of the Teacher's actual daily salary provided.
101. It is understood that each staff member may need to make special arrangements for recess duty during inclement weather.
102. Part-time Teachers shall have preparation time and duty-free recess time pro-rated as per contracted working time.
103. In the event the state rules that supervised recess by a certified employee does not meet the mandate, the Association and the Board will meet to determine the appropriate change(s) in the work day to meet the mandated time as a maximum. In deliberating the appropriate changes in the workday, both parties shall adhere to the current start and dismissal times, if at all possible.
104. The method of determining the necessary recess supervision shall be left to the teaching staff and the administrator at each of the affected buildings. The Superintendent shall be provided a copy of the building's plan before the first day of school for students. Teacher recess coverage shall be in addition to, not in place of, paraprofessional recess coverage.

- 105.** Any adjustments and/or changes in the instructional times and/or the length of the work day can be made if the changes are mutually agreed to by the building Administrator and 2/3 of the teaching staff.

CLASSLOAD

- 106.** 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 quarter (1.25) FTE) applied to the placement of such special students in the determination of class sizes as provided in this Article.
- 107.** At the Elementary level the general education teacher who will be providing instructional or other services to a special education student in a regular education classroom setting shall be invited, in writing, to participate in the Individual Education Planning Committee (IEPC). Whenever the placement of a student is unknown, a representative general education teacher shall be invited, in writing, to participate in the IEPC. The invited general education teacher will attend any and all IEPC meetings.
- 108.** At the Secondary level, whenever the placement of a student is unknown, a representative general education teacher shall be invited, in writing, to participate in the IEPC. The invited general education teacher will attend any and all IEPC meetings.
- 109.** At the Elementary and Secondary level a representative general education classroom teacher shall be invited, in writing, to participate in the 504 Planning Committee. The invited general education classroom teacher will attend any and all 504 Planning Committee meetings.
- 110.** At the Elementary and Secondary level, a regular education teacher representative shall be notified of the IEPC and/or the 504 Planning Committee meeting at the same time as the parents are notified, but no less than three (3) working days prior to the meeting unless the Teacher agrees to the new time.
- 111.** General education teachers shall have the right to request up to a half day release time to observe a categorical/emotionally impaired student who is being considered for placement in his/her classroom prior to the determining IEPC being held.

- 112.** Materials and/or inservices regarding teaching strategies appropriate for the special education student will be made available to the general education teacher preferably before but no later than two (2) weeks after a special education student has been placed in his/her classroom through an IEPC.
- 113.** As part of the IEPC meeting and/or as part of the 504 Planning Meeting, clearly identified educational and behavioral goals and objectives for a special education student will be given to the general education teacher, within ten (10) days of the IEPC or 504 Planning Meeting. General education classroom teachers will follow the educational and behavioral goals established for the special education student in their classroom.
- 114.** IEPCs, staffing, and/or 504 meetings shall, whenever possible, be scheduled and completed after 8:00 a.m. and before 4:00 p.m. Invitations to such meetings shall be issued to general education teachers on an equitable basis.
- 115.** Within a building the Administrator will attempt to provide for the equal distribution of special needs students within grade levels and subject areas.
- 116.** The Association will be notified when the District applies for special education waivers and/or deviations.
- 117.**
- | Regular Education Classes | <u>Relief Pro-Rata</u> |
|---------------------------|------------------------|
| DK-2 | 27.01 |
| 3-4 | 28.01 |
| 5 | 29.01 |
| 6-8 | 31.01 |
| 9-12 | 33.01 |
| 9-12 (Alt. Ed.) | 26.01 |
- 118.**
- | Multi Grade (Split) Classes | <u>Pro-Rata Relief</u> |
|-----------------------------|------------------------|
| 1-2 | 24.01 |
| 2-3 | 25.01 |
| 3-4 | 26.01 |
| 4-5 | 27.01 |
- 119.** Should class loads exceed the specified class size; the relief will be requested by the teacher to the administration, and if not corrected, pro-rata relief per Appendix K will be approved within five (5) school days after the request is received. Payment will be made within thirty (30) days from semester's end.
- 120.** During the first Semester and for class sizes with two (2) additional students above the pro-rata relief numbers above, in lieu of pro-rata relief a teacher may request and shall be granted paraeducator support for that class period. It is understood that an assigned special education paraeducator is not pro-rata relief.

- 121.** During the second semester, aide requests will be granted at Board discretion. If a paraeducator is not provided when class size exceeds the pro-rata relief limits above, pro rata relief will be given as per Appendix K.
- 122.** It is understood that the above limits do not apply to secondary music, secondary physical education, or secondary band.
- 123.** Team-taught classes will follow pro-rata schedule with each teacher receiving 50% of the overload pay.
- 124.** Section #106 applies where applicable.

**ARTICLE XIII
BOARD RESPONSIBILITIES FOR INSTRUCTION**

- 125.** 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.
- 126.** The Board recognizes that teacher computers, 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.
- 127.** The Board agrees to make available in each school, adequate equipment for use in the preparation of instructional material, 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 shall be provided where building enrollments and physical facilities allow. Provision for such facilities will be made in all future school buildings.
- 128.** The Board shall provide:

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. Suitable closet space for each Teacher to store coats, overshoes, and personal articles, preferably lockable. Adequate chalkboard/whiteboard space in every classroom and room used for instructional purposes. 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. Adequate storage space in each classroom for instructional materials. Adequate attendance books (elementary), paper, pencils, pens, chalks, erasers, chamois for

chalkboard cleaning, and other such materials required in daily teaching responsibility.

- 129.** 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.
- 130.** 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.
- 131.** 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.

ARTICLE XIV STUDENT TEACHING ASSIGNMENTS

- 132.** Supervisory Teachers of Student Teachers shall be tenured Teachers. Such assignment shall be voluntary on the part of the Teacher.
- 133.** 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. Supervising Teachers shall not be held responsible for the conduct of their student teacher.
- 134.** 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. University stipends shall be used to purchase educational items for the supervisory teacher's classroom.
- 135.** 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 alleges that a particular university program is not meeting or will not meet its responsibility to its Student Teachers, a joint meeting 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 School.

**ARTICLE XV
NEGOTIATION PROCEDURE**

- 136.** Both parties agree to establish a timeline for collaborative contract discussion by February 1, 2019
- 137.** 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.
- 138.** In any negotiations described in this Article, neither the Association nor the Board shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership at large of the Association who cast votes. The parties mutually pledge that representatives selected by each shall be empowered with all necessary authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- 139.** 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.
- 140.** 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.
- 141.** When it is mutually agreed that negotiations 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.

**ARTICLE XVI
GRIEVANCE PROCEDURE**

- 142.** A grievance is defined as a claim by a Teacher, group of Teachers, or the Association based upon any alleged violation of this agreement.
- 143.** 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.
- 144.** The term "day" shall be interpreted as meaning a calendar day.
- 145.** 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.

STRUCTURE

- 146. The appropriate building Principal is designated as the administrative representative for Level One of the procedure.
- 147. The Superintendent, or his/her designee is the administrative representative for Level Two.
- 148. The Board will act in its own behalf at Level Three of this procedure. It may, at its discretion, designate three (3) of its members to fulfill its obligation at Level Three.
- 149. A grievance may be filed at Level Two if it could affect personnel in more than one (1) school building.

PROCEDURE

- 150. Any Teacher, group of Teachers or the Association that feel there is a grievable violation of this agreement must first bring it to the attention of the building Principal within sixty (60) days of the alleged violation. The matter will be reviewed orally, with the objective of resolving the issue.
- 151. After the matter is first brought to the attention of the building Principal he/she shall have ten (10) days to respond. If the matter is not resolved satisfactorily at this oral step of the procedure, the issue may be taken up as a written grievance within twenty (20) days and processed through the steps as outlined below:
- 152. **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.
- 153. **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.
- 154. **Level Three:** If the Superintendent's reply is not acceptable to the grievant, the Association President may file a written grievance with the Board of Education's secretary on behalf of the grievant within ten (10) days after receipt of the grievance by the Board. The Board's decision, or that of its representatives, shall be rendered to the Association in writing within five (5) days after the next regular Board of Education meeting.

- 155. Level Four:** If the decision of the Board is not acceptable to the grievant, the Association may appeal the grievance to arbitration. No individual employee shall have the right to pursue a grievance to arbitration under this clause without the approval of the Association in writing. If the parties can't reach mutual agreement on an arbitrator, the grievance shall be submitted to an impartial arbitrator selected by the American Arbitration Association in accordance 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.
- 156.** 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.
- 157.** There shall be no appeal from an arbitrator's decision if within the scope of his/her authority. 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.
- 158.** The fees and expenses of arbitration shall be paid by the party losing the grievance.
- 159.** Any grievance occurring during the period between the termination date of this Agreement and the effective date for a new Agreement shall be processed under the terms of this Agreement.
- 160.** Failure of a grievant or the Association to proceed from one level of this procedure to another within the time limits set forth shall be deemed to be an acceptance of the reply or decision previously rendered. A grievance may be withdrawn by the grievant of the Association at any level without prejudice.
- 161.** Any party of interest may be represented at any meeting or hearing and at all steps and stages of the grievance procedure.
- 162.** The arbitrator shall have no authority to grant back pay more than 60 days prior to filing grievance.
- 163.** Copies of all written decision of grievances shall be sent to all parties involved and the Association's secretary.
- 164.** 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.
- 165.** All documents, communications, or records dealing with the grievance shall be filed separately from the personnel files of the participants.

- 166.** Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.
- 167.** The time lines set forth in this article may be extended by mutual consent of the parties of interest provided such agreement is made before the time line of interest expires. Any such extension of time limits shall be in writing, signed and dated by representatives of both parties of interest.
- 168.** See Appendix G for Grievance Form.

ARTICLE XVII
ILLNESS/DISABILITY AND OTHER LEAVES OF ABSENCE

- 169.** 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:
- a)** Personal illness or disability which shall include, but not limited to, all disabilities attributed to or by pregnancy, miscarriage, abortion, child birth, and recovery there from.
 - b)** Illness, injury, and/or deaths in the immediate family.
 - c)** Birth or adoption of own child (limit 35 days for normal birth).
 - d)** Birth or adoption within the immediate family (limit 10 days for normal birth).
- 170.** Teachers who have used all sick leave days shall be allowed to use personal days for sick leave, provided they have ten (10) sick days at the onset of their leave.
- 171.** Probationary teachers with a death in the immediate family shall be allowed two (2) days paid bereavement leave.
- 172.** The immediate family shall include all individuals living in the household and under the same roof and/or persons declared dependents on the Teacher's Federal Income Tax form plus all parents, siblings and children of the employee. Definition of immediate family may be expanded to include other individuals on a case-by-case basis upon approval of the Superintendent.
- 173.** A Teacher absent because of illness which can be shown to be attributable to a source in school shall suffer no diminution of compensation and shall not be charged with sick leave for a period of ten (10) days for any one (1) illness. The building administrator or his/her designee will notify the Teacher of any contagious conditions in the building on a need-to-know basis.
- 174.** Any Teacher who shall receive worker's compensation benefits shall be charged sick leave only for the pro-rated difference between the benefits and the employee's full salary. No time shall be deducted from sick leave for the first ten (10) days.

175. The Board has established a sick bank for use by eligible LEA members for illnesses of a catastrophic nature. Sick bank guidelines and procedures are outlined in Appendix J.

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

Health Leave of Absence

177. 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.

178. 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.

179. 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.

180. 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.

Officers of the Lakewood Education Association and Negotiation Team:

181. The Board agrees to provide released time at full pay to the Association for the purpose of conducting Association business. Representatives will be released up to twenty-four (24) days a year. The District shall pay the cost of any substitutes required.

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

183. No more than two (2) Teachers may be absent under this provision at any one time unless the event is the MEA Public Relations and Professional Negotiations Conference.

184. 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.

General Leave of Absence

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

186. The Association, the Teacher and Board shall first mutually agree in writing as to the terms of the leave.

Leaves for Personal or Business Reasons

- 187.** 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 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. Personal business day(s) are to be used only for purposes which require the Teacher's absence to attend to matters which cannot be conducted except during school hours. Personal business days shall not be used on a workday preceding or immediately following a holiday, vacation period, or on the first or last instructional day of the school year without the permission of the superintendent.
- 188.** All Teachers are entitled to one discretionary personal day per school year. Additionally any Teacher who has accumulated not less than fifteen (15) personal days may use one (1) discretionary day per year. Any Teacher who has accumulated at least one-hundred (100) health leave days may exchange ten (10) of those for one (1) discretionary personal business day per year. Each of those days can be used for any reason.
- 189.** The Teacher will give a minimum of three (3) days notice to the building Principal. Not more than two (2) or 15% of Teachers (whichever is greater) may be gone under this policy from any one building on the same school day. Should more than two (2) or 15% of Teachers (whichever is greater) in a building request the same day, leave shall be granted to the Teachers with the greatest number of accumulated personal days providing an acceptable substitute teacher is available. No Teacher shall be granted this day to extend a scheduled school vacation period. Discretionary days cannot be used on consecutive work days.
- 190.** When the day(s) has been scheduled in advance, the Teacher must utilize the day, unless school is canceled.
- 191.** 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.
- 192.** The granting of personal business leave by the Principal shall be automatic if in compliance with the policy. Any question regarding use of personal business leave shall be directed to the Superintendent's Office.
- 193.** Other leaves for personal reasons without pay may be granted at the discretion of the Superintendent.

Leaves for Other Purposes:

- 194.** Leaves of absence with full pay not chargeable against the Teacher's sick leave or personal leave shall be granted for the following reasons:
- a)** Absence when a Teacher is called to jury duty.
 - b)** Court appearance when subpoenaed as a witness in any case connected with the Teacher's employment or the school.
 - c)** Approved visitation of other schools.

- d) Time necessary to take the selective service physical examination.
- e) When attending any function so directed by the administration.

- 195. 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.
- 196. The Board will grant sabbatical leave for a period not to exceed one (1) year with conditions and financial assistance to be mutually arranged and agreed to between the Teacher, the Association, and the Board.
- 197. Any non-scheduled B staff who attends an overnight trip or activity shall be granted one (1) additional personal day.

**ARTICLE XVIII
CHILD CARE LEAVE**

- 198. 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:
- 199. 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.
- 200. 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.
- 201. The leave shall be extended up to a period of two (2) school years by written request of the bargaining unit member.
- 202. 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.
- 203. 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.
- 204. A Teacher may apply for an adoptive leave without pay under the provisions of child care leave of absence.

**ARTICLE XIX
FAMILY AND MEDICAL LEAVE**

- 205.** A leave of absence of up to twelve (12) weeks shall be granted to any bargaining unit member under the provisions of the Family and Medical Leave Act of 1993. Said leave shall commence upon request of the bargaining unit member and approval of the Board of Education. Health, dental, and vision benefits will be maintained for the duration of the leave.
- 206.** Leaves of absence without pay shall be granted for the following reasons:
- a)** Newborn child: The birth of a son or daughter and in order to care for such son or daughter.
 - b)** Newly placed child: The placement of a son or daughter by adoption or foster care.
 - c)** Care of a family member: To care for a spouse, son, daughter, or parent (not parent-in-law) if the spouse, son, daughter, or parent has a serious health condition.
 - d)** Disability: A serious health condition making the bargaining unit employee unable to either work or perform any of the "essential functions of his or her position" as defined under the Americans with Disabilities Act.
- 207.** To be eligible, the bargaining unit member must have been employed by Lakewood Public Schools at least 12 month immediately preceding the commencement of the leave.
- 208.** The bargaining unit member will be required to use the maximum number of health or personal days allowable per incident under the Master Agreement, not to exceed the total days accumulated by the bargaining unit member. The remaining leave, up to the 12 weeks provided by the Family and Medical Leave Act shall be without pay.
- 209.** The teacher, upon return from leave, shall be restored to his/her form position or one comparable status and salary for which he/she is certified and qualified. (old 223 language)
- 210.** A Teacher returning from a leave taken for birth of a child or medical reasons shall provide the Board a statement of medical fitness completed by a licensed physician. The Board may require a second opinion from a licensed physician of its choice.
- 211.** If the bargaining unit member fails to return following the leave, the district will recover all health, dental, and vision premiums paid during the leave period. Only a situation beyond the Teacher's control, such as continuation of a serious health condition is exempted from this requirement.
- 212.** It is the district and bargaining unit's intent to comply with all other aspects of the Family and Medical Leave Act of 1993.

ARTICLE XX
PROFESSIONAL COMPENSATION

- 213.** The salary of Teachers covered by this Agreement 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.
- 214.** Teachers engaged in activities enumerated in Appendix B shall be compensated in accordance with that schedule.
- 215.** 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.
- 216.** In event any Teacher is not to be paid for a day, the rate shall be daily rate based on total contract days.
- 217.** Teachers whose contracted positions require working days not in the negotiated calendar will be paid at their per diem rate.
- 218.** Teachers not regularly scheduled on cancelled school days will not be compensated. Neither will a Teacher be charged for a personal or sick day on a cancelled school day.
- Extracurricular Pay and Responsibilities**
- 219.** 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.
- 220.** 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.
- 221.** Nothing shall prevent the Board from employing persons not employed by Lakewood Public Schools for Schedule B positions. Bargaining unit members shall have priority for Schedule B positions if their qualifications and experience are equal to or exceed those of external candidates. Bargaining unit members shall be notified of contract non-renewal within forty five (45) days of completion of last competition, performance, or meeting. All vacant positions shall be posted after May first (1) and shall be filled at least thirty (30) days prior to commencement of duty.
- 222.** For any extra duty not listed on Schedule B, the building Principal, with the approval of the Superintendent, may give up to two (2) percent for the activity.

Salary, Part-Time Teachers

- 223.** 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 scale 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.)
- 224.** Seniority rights shall apply to all part-time positions.

Mileage:

- 225.** Mileage rate paid employees required to use their own vehicles for school business shall be paid at the IRS rate.

**ARTICLE XXI
SCHOOL CALENDAR**

- 226.** The starting school date, ending date, vacation periods, legal paid holidays, number of pupil attendance and membership days, Teacher-Parent conference days, and Teacher record days will be reviewed annually by the Board of Education and the Association. The calendar shall remain the same as the prior year unless mutually agreed upon changes are made by June 1. (See also Appendix C)
- 227.** Closing dates are subject to change as any lost days of instruction (less than seventy-five [75] percent district-wide attendance) throughout the year will be made up at the end of the school year as per current state law requirements.

**ARTICLE XXII
MISCELLANEOUS PROVISIONS**

- 228.** Thirty days after this agreement is signed the district shall place it on the district website.
- 229.** 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.
- 230.** 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.
- 231.** Contract length: This contract shall be in force for the 2016/2017 through 2017/2018 school years, terminating at midnight on June 30, 2018.
- 232.** 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.

- 233.** 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.
- 234.** All L.E.A. meetings and L.E.A. committee meetings shall have priority on Wednesday if meetings are listed in the weekly bulletin.
- 235.** 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 by the Board pending the funding available.
- 236.** In the event that a school is placed into a phase of improvement under the Elementary and Secondary Education Act (ESEA), the District agrees to work in partnership with the LEA while implementing any guidelines for each phase. The LEA shall have equal representation on all committees, councils, or boards that are formed as a result of ESEA.
- 237.** If an Emergency Financial Manager is appointed by the State under Public Act 436, the Local Financial Stability and Choice Act, both parties will adhere to the Law.

**ARTICLE XXIII
MENTOR TEACHERS**

- 238.** Each bargaining unit member in his/her first three (3) years of classroom teaching shall be assigned a Mentor Teacher by the Superintendent or his designee. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. To this end, mutual conference time shall be provided within the school day as arranged by the building administrator, whenever possible.
- 239.** The Mentor Teacher shall be an experienced member of the bargaining unit with tenure.
- 240.** A Mentor Teacher shall be assigned in accordance with the following:
- a)** Participation as a Mentor Teacher shall be voluntary.
 - b)** The Administration shall notify the Association when a Mentor Teacher is matched with a bargaining unit member (Mentee) upon request.
 - c)** Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - d)** Mentee shall only be assigned to one (1) Mentor Teacher at a time.
 - e)** The Mentor Teacher assignment shall be for three (3) years unless the Mentor Teacher or the Mentee requests a change for the second and/or third year.

- 241.** Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide the necessary assistance toward the end of quality instruction, the Board and the Associations agree the relationship shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee.
- 242.** Mentors may be provided with appropriate training which may include, but not be limited to the following areas: intra- and interpersonal communication skills, effective skills in cognitive coaching, peer analysis, and/or instruction effectiveness, concerns of beginning teachers. This training should not be a single event or orientation session, but rather should be ongoing and developmental in nature.
- 243.** Compensation shall be as per Schedule B.

SIGNATURES

_____ **Date**

_____ **Kim Trgina, President, Lakewood Education Association**

_____ **Date**

_____ **Randall J. Fleenor, Superintendent, Lakewood Public Schools**

_____ **Date**

_____ **Francis L. Pytlowany, President, Lakewood Board of Education**

_____ **Date**

_____ **Randall Hagar, Chief Negotiator, Lakewood Education Association**

Appendix A1 – Step Schedule 2018-2019

FY19 Step Schedule										
Step	BA		BA+22		MA		MA+15		MA+30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.00	34,853	1.05	36,596	1.08	37,641				
2	1.06	36,944	1.10	38,338	1.13	39,384				
3	1.11	38,687	1.15	40,081	1.18	41,127				
4	1.16	40,430	1.20	41,824	1.23	42,869	1.29	44,960		
5	1.20	41,824	1.25	43,566	1.28	44,612	1.35	47,052	1.39	48,446
6	1.24	43,218	1.30	45,309	1.33	46,355	1.40	48,794	1.45	50,537
7	1.28	44,612	1.35	47,052	1.39	48,446	1.47	51,234	1.51	52,628
8	1.33	46,355	1.40	48,794	1.45	50,537	1.53	53,325	1.57	54,719
9	1.38	48,097	1.45	50,537	1.51	52,628	1.59	55,416	1.63	56,811
10	1.43	49,840	1.49	51,931	1.57	54,719	1.65	57,508	1.69	58,902
11	1.48	51,583	1.53	53,325	1.63	56,811	1.71	59,599	1.75	60,993
12	1.48	51,583	1.58	55,068	1.68	58,553	1.76	61,341	1.80	62,736
13	1.48	51,583	1.58	55,068	1.68	58,553	1.76	61,341	1.80	62,736
14	1.48	51,583	1.58	55,068	1.68	58,553	1.76	61,341	1.80	62,736
15	1.53	53,325	1.63	56,811	1.73	60,296	1.81	63,084	1.85	64,478
16	1.53	53,325	1.63	56,811	1.73	60,296	1.81	63,084	1.85	64,478
17	1.53	53,325	1.63	56,811	1.73	60,296	1.81	63,084	1.85	64,478
18	1.57	54,719	1.67	58,205	1.77	61,690	1.85	64,478	1.90	66,221
19	1.57	54,719	1.67	58,205	1.77	61,690	1.85	64,478	1.90	66,221
20	1.59	55,416	1.69	58,902	1.79	62,387	1.87	65,175	1.92	66,918
21	1.59	55,416	1.69	58,902	1.79	62,387	1.87	65,175	1.92	66,918
22	1.59	55,416	1.69	58,902	1.79	62,387	1.87	65,175	1.92	66,918
23	1.59	55,416	1.69	58,902	1.79	62,387	1.87	65,175	1.92	66,918
24	1.59	55,416	1.69	58,902	1.79	62,387	1.87	65,175	1.92	66,918
25	1.63	56,811	1.73	60,296	1.83	63,781	1.91	66,569	1.96	68,312
26	1.63	56,811	1.73	60,296	1.83	63,781	1.91	66,569	1.96	68,312
27	1.63	56,811	1.73	60,296	1.83	63,781	1.91	66,569	1.96	68,312
28	1.67	58,205	1.77	61,690	1.87	65,175	1.95	67,964	2.00	69,706

Appendix – B1 – Athletic Extra Duty

2018-2019 Appendix B1 Athletic Extra Duty									
									Base Pay Amount = \$36,596
Position	Percentage of Base Pay	Step1 1.00	Step 2 1.06	Step 3 1.11	Step 4 1.16	Step 5 1.20	Step 6 1.24	Step 7 1.28	Step 11 1.32
Baseball Varsity	0.090	\$ 3,294	\$ 3,491	\$ 3,656	\$ 3,821	\$ 3,952	\$ 4,084	\$ 4,216	\$ 4,348
Baseball JV	0.060	2,196	2,327	2,437	2,547	2,635	2,723	2,811	2,898
Baseball 9th	0.040	1,464	1,552	1,625	1,698	1,757	1,815	1,874	1,932
Basketball Varsity	0.135	4,940	5,237	5,484	5,731	5,929	6,126	6,324	6,521
Basketball JV	0.070	2,562	2,715	2,843	2,972	3,074	3,177	3,279	3,381
Basketball 9th	0.070	2,562	2,715	2,843	2,972	3,074	3,177	3,279	3,381
Basketball 8th	0.045	1,647	1,746	1,828	1,910	1,976	2,042	2,108	2,174
Basketball 7th	0.045	1,647	1,746	1,828	1,910	1,976	2,042	2,108	2,174
Cheerleaders Fall Varsity	0.040	1,464	1,552	1,625	1,698	1,757	1,815	1,874	1,932
Cheerleaders Fall JV	0.020	732	776	812	849	878	908	937	966
Cheerleaders Fall 9th	0.020	732	776	812	849	878	908	937	966
Competitive Cheer Varsity	0.100	3,660	3,879	4,062	4,245	4,391	4,538	4,684	4,831
Competitive Cheer JV	0.055	2,013	2,134	2,234	2,335	2,415	2,496	2,576	2,657
Cross Country Varsity	0.080	2,928	3,103	3,250	3,396	3,513	3,630	3,747	3,865
Cross Country JV	0.025	915	970	1,016	1,061	1,098	1,134	1,171	1,208
Football Varsity	0.135	4,940	5,237	5,484	5,731	5,929	6,126	6,324	6,521
Football Varsity Asst.	0.080	2,928	3,103	3,250	3,396	3,513	3,630	3,747	3,865
Football JV	0.070	2,562	2,715	2,843	2,972	3,074	3,177	3,279	3,381
Football JV Assistant	0.055	2,013	2,134	2,234	2,335	2,415	2,496	2,576	2,657
Football 9th	0.070	2,562	2,715	2,843	2,972	3,074	3,177	3,279	3,381
Football 9th Assistant	0.055	2,013	2,134	2,234	2,335	2,415	2,496	2,576	2,657
Golf JV	0.040	1,464	1,552	1,625	1,698	1,757	1,815	1,874	1,932
Golf Varsity & JV Boys	0.060	2,196	2,327	2,437	2,547	2,635	2,723	2,811	2,898
Golf & Soccer Varsity Asst	0.020	732	776	812	849	878	908	937	966
Soccer Varsity	0.080	2,928	3,103	3,250	3,396	3,513	3,630	3,747	3,865
Soccer Junior Varsity	0.055	2,013	2,134	2,234	2,335	2,415	2,496	2,576	2,657
Softball Varsity	0.090	3,294	3,491	3,656	3,821	3,952	4,084	4,216	4,348
Softball JV	0.060	2,196	2,327	2,437	2,547	2,635	2,723	2,811	2,898
Softball 9th	0.040	1,464	1,552	1,625	1,698	1,757	1,815	1,874	1,932
Tennis Varsity	0.060	2,196	2,327	2,437	2,547	2,635	2,723	2,811	2,898
Tennis JV	0.040	1,464	1,552	1,625	1,698	1,757	1,815	1,874	1,932
Track Varsity	0.080	2,928	3,103	3,250	3,396	3,513	3,630	3,747	3,865
Track Varsity Assistant	0.040	1,464	1,552	1,625	1,698	1,757	1,815	1,874	1,932
Track MS	0.050	1,830	1,940	2,031	2,123	2,196	2,269	2,342	2,415
Volleyball Varsity	0.110	4,026	4,267	4,468	4,670	4,831	4,992	5,153	5,314
Volleyball JV	0.060	2,196	2,327	2,437	2,547	2,635	2,723	2,811	2,898
Volleyball 9th	0.045	1,647	1,746	1,828	1,910	1,976	2,042	2,108	2,174
Volleyball 8th	0.045	1,647	1,746	1,828	1,910	1,976	2,042	2,108	2,174
Volleyball 7th	0.045	1,647	1,746	1,828	1,910	1,976	2,042	2,108	2,174
Wrestling Varsity	0.115	4,209	4,461	4,671	4,882	5,050	5,219	5,387	5,555
Wrestling Varsity Asst.	0.070	2,562	2,715	2,843	2,972	3,074	3,177	3,279	3,381
Wrestling JV	0.060	2,196	2,327	2,437	2,547	2,635	2,723	2,811	2,898
Wrestling 7th & 8th	0.040	1,464	1,552	1,625	1,698	1,757	1,815	1,874	1,932
Athletic Director JH	0.060	2,196	2,327	2,437	2,547	2,635	2,723	2,811	2,898

APPENDIX D - EXPECTATIONS OF TEACHERS

- I. These expectations are stated to supplement Article 12 of the Master Agreement regarding Teacher evaluation.

- II. A teacher is expected to:
 - A. Maintain full certification.
 - B. Secure appropriate in-service 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:
 1. Provide appropriate and meaningful lessons.
 2. Supply reasonable motivation that results in positive student participation in class and successful completion of assignments.
 3. Maintain adequate discipline that provides for uninterrupted learning and class concentration on assignments.
 - E. Maintain punctuality required by the Master Agreement.
 - F. Liable for conduct and safety of students who are present and under the Teacher's direction. No Teacher shall be absent from his or her assigned students without just cause and administration authorization.
 - G. Keep accurate records of lessons, dates, tests, grades, attendance and tardiness, and parent contacts.
 - H. Use appropriate classroom language without swearing, use of obscene speech, or gestures, or use of ridicule.
 - I. Recognize and accommodate the individual needs of students to the extent possible.
 - J. Generate and maintain constructive public relations by establishing positive and professional contacts with parents.
 - K. Utilize standardized test results where available to assess classroom instruction effectiveness and make necessary adjustments to better meet curriculum goals and objectives as measured by said tests.

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

APPENDIX E - General Board Policies Regarding Degree Equivalency and Salary Classification Advancement

- I. Educational advances (lane changes) shall be automatic each year following Appendix E.
- II. Only credit hours from North Central accredited colleges and universities, or equal foreign institutions will be accepted.
- III. Course hours will be approved if:
 - A. Course applies to Teacher's assigned teaching area
 - B. Courses in the areas of education, psychology, or other disciplines directly related to the education of youth
 - C. Courses may be graduate or undergraduate. However, undergraduate courses must be related to teaching assignment and approved prior to enrollment.
- IV. Two-thirds credit will be given for undergraduate courses. Up to full credit may be granted for courses taken at the district's request.
- V. At least one-third of courses taken beyond Bachelor's Degree must be graduate courses.
- VI. Only courses completed after the dates of the Bachelor's Degree and initial certification will be considered for BA22. Only courses taken after the granting of the Master's Degree will be considered for the MA+15 and MA+30.
- VII. Applicant must show proof of admission to graduate school or possess unusually high qualifications involving course work and teaching experience.
- VIII. 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.
- IX. 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.
- X. Schedule B addition; Middle and High School Teachers (6-12 grades) who agree to substitute shall be paid twenty-one (21.00) dollars per period they agree to substitute. Also, if a substitute teacher is not placed in a team-taught class that teacher shall receive twenty-one (21.00) dollars per period. Opportunities to substitute shall be offered on an equitable basis.

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 I

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: _____

Signature: _____ Date: _____

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 J - Sick Bank Guidelines

The purpose of the Sick Bank is to aid individual LEA members with paid leave to use for extended personal and/or family illness/injury of a catastrophic nature.

Eligibility requirements:

1. An LEA member who has contributed to the Bank. All new hires must contribute a day and whenever the Sick Bank goes to twenty days each eligible teacher will donate a sick leave day to the bank.
2. Members must have a minimum of ten (10) health days at the time of occurrence.*
3. The teacher must use all of his/her own health and personal leave days before assessing from the Sick Bank.
4. Sick Bank may not be used for maternity/paternity leave. It may be used for complications after the normal maternity leave.

*The LEA Sick Bank committee may make exceptions.

The Board will donate fifteen (15) days at the beginning of each school year. The Board days will not accumulate from year to year.

LEA donated days to Sick Bank that are not used will carry forth from year to year.

A teacher may draw from the Sick Bank for up to ninety (90) contract days. Documentation of need from a doctor must be presented beyond ten (10) days and monthly thereafter, if requested by the Sick Bank committee.

Procedure:

1. The member or his/her representative shall complete a Sick Bank request form and submit it to the Sick Bank Committee within ten (10) school days of the onset of possible Sick Bank usage; exceptions can be made by the Sick Bank Committee.

The form shall say, "I request Sick Bank days for the dates beginning on ____ for the following reason_____."

I understand use of the Sick Bank is reserved for illness or injury of a catastrophic nature. The Sick Bank is not to be used indiscriminately.

Signed: _____ Date: _____

2. A Committee representative shall copy, record, and send copies of this request form to the central office, retaining the original for the record book if approved.
3. The representative of the Committee shall enter the information in the record book and shall report the information to the central office by June 30th of each year.
4. The central office will communicate with the Sick Bank Committee the names of all teachers donating day(s) to the Sick Bank. Decisions of the Sick Bank Committee are not grievable.

APPENDIX K – Overload Reimbursement Formulas

Elementary Formula:

Contract (based on placement of individual teacher) amount divided by the number of student days, divided by the number of daily student contact minutes, divided by grade level maximum, times the number of minutes of the overload period, times the number of students over the maximum, times the number of days over the maximum.

Example:

Third Grade Teacher, \$49,541 (MA STEP 8) divided by 180 student days = \$275.23, divided by 316 contact minutes = .87 divided by 28.01 (maximum) = .031 multiplied by 50 minutes of overload time = \$1.56, multiplied by 2 students over maximum = \$3.11, multiplied by 58 days 1st semester = \$180.42 overload pay.

Secondary Formula:

Contract amount divided by number of student days, divided by number of classes over per days times grade level maximum, times the number of student days in the semester, times the total number of students over.

Example:

9th Grade ELA, 65,599 (MA+30 Step 22) divided by 180 student days = 364.44 divided by 165.05 (5 classes X 33.01 maximum students with overload) = \$2.21 multiplied by 58 student days in 1st semester = \$128.07, multiplied by 5 students overload = \$640.34.

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