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LAKEWOOD PUBLIC SCHOOLS
Preparing our students for success.

MASTER AGREEMENT

Lakewood Board of Education

and

Lakewood Education Association

2025 – 2028

Revised: 9/9/2025 3:15 PM

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Lakewood Board of Education Lakewood Education Association

Agreement

This agreement, entered into on this day, September 9, 2025, 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 (hereafter "Employee"), 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. The list of recognized certified staff consists of both employees subject to Teacher's Tenure Act 4 of 1937, and staff not subject to the Teacher's Tenure Act. Some provisions in this contract may apply exclusively to those employees not subject to the Tenure Act and made prohibited subjects of bargaining for those employees covered by the Teacher's Tenure Act. Such provisions will be annotated as applying only to employees not subject to the Teacher's Tenure Act.

2. To be excluded from representation by the Association, an Employee must be engaged at least 50 (fifty) percent of the school day in administration and direct supervision of Employees.

3. The Board agrees not to negotiate with any Employee or Employee 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 Employee contracts heretofore in effect. All individual Employee 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
ASSOCIATION REPRESENTATION

5. The Association represents all Employees in the bargaining unit.

6. Each Employee 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 an 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 as required by PERA 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 (see Article 1 paragraph 1).

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. Employees 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. Employees 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. In the event of a verified overpayment in salary or benefits, under the terms of this agreement, the bargaining unit member shall make prompt repayment to the District. In the event the member fails to make the repayment, the District may payroll deduct the overpayment as a condition of this contract pursuant to the authority set for in MCL 408.477.

ARTICLE III
INSURANCE PROTECTION AND ANNUITIES

16. The Board will provide teacher chosen medical Insurance to Employees. An amount of $300 per month shall be paid as cash in lieu of health benefits as described in this article on the conditions that 1) the employee voluntarily and in writing opts out of the health benefits coverage as described in #17a and 2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

17. For Employees choosing a health insurance plan, the plans available include:
   a. Blue Cross Blue Shield Simply Blue HSA PPO $2000/0%
   b. Blue Care Network Blue Elect HSA POS $1650/0%
   c. Blue Care Network Blue Elect HSA POS $2000/0%

18. The Board will pay health insurance up to the current caps per PA152 as updated each year. The Employee is responsible for any health premium over and above the cap(s) as stated in PA 152. Half of the monthly account that the Employee is responsible for will be withheld on the first and second pay of each month.

19. The Board shall pay 100% of the following insurance coverages for the Employee:
   a. Dental: MESSA Delta Dental 100/100/100/70 $2,000 annual max, $1,000 orthodontic max
   b. Life/AD&D: MESSA Negotiated Life $40,000
   c. Vision: MESSA VSP 3 Plus P 250CL
   d. Long Term Disability: All Employees will be eligible for a MESSA long-term disability policy with the following specifications:

i.	LTD Benefit:	66-2/3% of Max Eligible
ii.	Maximum Monthly Benefit	$5,000
iii.	Qualifying Period	60 Calendar Days
iv.	Elimination Period	Modified Fill
v.	COLA	No
vi.	Alcoholism/Drug	Two Years
vii.	Mental/Nervous	Two Years
viii.	Minimum Payout	5% Minimum Payout
ix.	Pre-existing Limits	Waived
x.	Social Security Offset	Family
xi.	No Survivor Income	
xii.	Freeze on Offsets	
xiii.	No Educational Supplemental	
xiv.	Own Occupation	
xv.	Social Security Freeze	

The Employee may elect other insurance coverages provided by MESSA. The Employee will pay for 100% of these voluntary insurance costs via payroll deductions on the second pay of each month.

20. An Employee shall be considered a full-time employee when he/she has signed a contract and has agreed to be employed for a regular full time schedule. Employees working less than five (5) full days per week, or less than a full work day per day, shall have insurance benefits prorated. The prorated portion of the insurance costs paid by the Employer will be equal to the Employee's scheduled hours per week divided by a full-time Employee's scheduled hours per week. The Employee will be responsible or the portion not paid by the Employer.

21. Insurance coverage for new Employees will be effective on the first day of work for that employee.

22. The Association shall certify to the Business Office in writing the options selected by Employees on or before the 30th day of November of each year.

23. 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.

24. Any Employee who uses his/her last sick day, personal day, or approved sick bank day while on medical leave shall have that month's and the next succeeding month's premium paid by the Board. The Board shall continue to pay premium as required by the Family Medical Leave Act. Should the Employee still not be able to return to work, he/she should apply for a health leave of absence.

25. The Employee may contribute to a 403b account via payroll deduction to one of the approved 403b investment providers:

a. Corebridge Financial (formerly AIG Financial Services – VALIC)
b. MEA Financial Services
c. GLP & Associates Inc.
d. Midwest Capital Advisors
e. M3 Investment Services
f. PlanMember Services
g. Equitable
h. Fidelity Investments

ARTICLE IV
ASSOCIATION AND TEACHER RIGHTS

26. Pursuant to PERA, 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 or refrain from such activities. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Employee 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 Employee 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 aligned with Article I.

27. All information forming the basis for disciplinary action shall be made available to the Employee. Nothing contained herein shall be construed to deny or restrict any Employee rights he/she may have under the Michigan Revised School Code or other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere. This section shall not be subject

to the grievance procedure.

28. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings provided that such use does not interfere with school operations. When special custodial service is required, the Board may make reasonable charge to the Association. No charge shall be made for use of school rooms while a custodian is on regular duty.

29. 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 Employees' responsibilities to students. The Association shall provide notice of building use to the building administrator and shall comply with district building use and visitor policies and procedures.

30. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is necessary for Association business and is not otherwise in use. The Association is responsible for safe and prompt return in original condition, of any such facilities or equipment.

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

32. 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 Employees, contracted salary and service contracts or agreements of all Employees, and such other information as will assist the Association in developing intelligent, accurate informed, and constructive programs on behalf of the Employees and their students, together with information which may be necessary for the Association to process any grievance or complaint.

33. 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.

34. Employees shall be entitled to full rights of citizenship and no religious or political activities of any Employee or the lack thereof shall be grounds for any discrimination with respect to the professional employment of such Employee. The private and personal life of any Employee 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 Employees.

35. 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 Employees free to teach broad areas of knowledge, including those considered controversial. However, the final responsibility for curriculum content shall rest with the Board. The Employee shall have the responsibility of keeping his/her building Principal informed on all controversial issues to be taught.

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

37. 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

38. 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 Employees 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 and to establish reasonable provisions for health, safety, and first aid.

ARTICLE VI
SENIORITY

39. Seniority is defined by the first regularly scheduled day of work within the bargaining unit after Board hire date. In the event of more than one (1) Employee beginning employment on the same date, seniority will be determined by the drawing of lots. During the first week of school, newly hired Employees who began work on the same date will meet in the superintendent's office to draw lots. Employees who draw higher numbers will be placed on the seniority list before Employees drawing lower numbers. If an Employee is not present to draw, an officer of the Association will be present to

draw for the employee.

40. New employees hired into the unit shall be considered as Probationary Employees until granted Tenure. Non-instructional Employees will be considered probationary until they have completed four (4) years of employment, after which time they shall have the contractual rights of all other Employees (see Article 1 paragraph 1).

41. All seniority is lost when employment is severed by retirement, resignation, discharge (pending the outcome of any grievance), or when the Employee leaves the bargaining unit without an approved leave of absence.

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

43. Seniority shall be maintained when Employees are on child care, health, or leave for general or other purposes, and shall be accumulated for a period of up to twelve (12) work weeks; but shall accumulate indefinitely on military leaves. Upon reinstatement the Employee taking leave hereunder will be entitled to accrued experience and sick leave accumulated prior to the start of said leave.

44. No later than thirty (30) days following the ratification of this agreement, the Board shall prepare and post a seniority list. All Employees shall be placed on the list consistent with paragraph 40. Employees 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.

45. Employees notified of layoff for the following year shall not lose fringe benefits offered them under this agreement during the summer months.

ARTICLE VII
CURRICULUM DEVELOPMENT, PROFESSIONAL DEVELOPMENT AND DISTRICT IMPROVEMENT TEAM

46. The Board of Education will seek Employee input into curriculum changes and development. This input shall be provided through Employee participation in grade level, department, building leadership teams, and district improvement team meetings.

47. The Board of Education may provide in-service for Employees concerning specific curriculum changes and new adoptions. Attendance will be mandatory, for Employees required to attend, when in-service is provided between 8 a.m. and 5 p.m. of a contracted work day. Employees 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.

48. The Board and the Association agree to establish a District Improvement Team. The purpose of the District Improvement Team shall be to inform 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 District Improvement Team prior to any recommendation to the Board for approval and adoption. The District Improvement Team will meet monthly, as needed, during the school year. Additional meetings may be arranged with approval of the District Improvement Team. The District Improvement Team shall also serve in the capacity of the District Professional Development Advisory Committee, as specified in Section 101, Item 10 of the School Aid Act.

49. The District Improvement Team shall be composed of up to three (3) building leadership team members from each building, all building principals, and the superintendent and/or his/her designee.

50. The District Improvement Team shall be responsible for recommending to the Board matters pertaining to textbook selection, teaching equipment, experimental teaching techniques and innovations, in-service programs, and professional development, as well as changes in instructional programs. In all cases, final recommendations of the Team will be presented to the Board.

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

52. 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 District Improvement Team in developing recommendations for Board consideration.

53. Curricular issues which arise at the building level must have the working consensus of the building leadership team prior to consideration by the District Improvement Team.

ARTICLE VIII
PROFESSIONAL GROWTH IN-SERVICE

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

55. The Board may agree to provide upon application all or some of the necessary funds for Employees who desire to attend select professional conference and curriculum meetings. An Employee 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 Employee will be notified if the

amount to be compensated will be less than 100% prior to the registration deadline.

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

57. Any in-service program recommended by the District Improvement Team shall be implemented when authorized by the Board. Any 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 IX
PROTECTION OF TEACHERS

58. The Board recognizes its responsibility to give all reasonable support and assistance to Employees with respect to the maintenance of control and discipline in the educational setting. Whenever it appears to the classroom Employee 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 Employee 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 Employee and appropriate personnel. The corrective course of action shall ensure that the classroom remains a safe and educationally sound environment.

59. Any cases of employment-related assault upon an Employee shall be immediately reported to the Superintendent. The Superintendent will subsequently notify the Board and the Association President. The Board shall provide legal counsel to advise the Employee of his/her rights and obligations in connection with the handling of the incident by law enforcement and judicial authority.

60. The Board will reimburse Employees for any loss, damage, or destruction of clothing or personal property, excluding money, not covered by the Employee's personal insurance, while on assigned duty, the loss not being the fault of the Employee. 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 $1000 (one thousand dollars) to any individual for any one (1) incident.

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

62. 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 or presence shall not interfere with classroom discipline or learning.
f. The Employee will be notified a minimum of forty-eight (48) hours before the observation.

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

64. The term "file" as used herein shall include an Employee's personnel file. Any documentation that is to be placed in an Employee's file shall be put in writing and dated. The Employee shall be given a copy of all new documents that are placed in his/her file. The Employee shall have the right to submit a written response of up to five pages on 8 ½ by 11 inch paper 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.

65. In the event the Administration receives a Freedom of Information Act (FOIA) request for the personnel file of any Employee(s), or any portion thereof, the Administration shall notify the Employee and provide the Employee with a copy of the FOIA request and all the documentation being sent prior to the request being filled.

66. If the district maintains audio and/or visual recording in the classroom, Employees will be notified 24 hours in advance.

ARTICLE X
PLACEMENT, TRANSFER, AND REDUCTION/RECALL

67. 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.

68. Any Employee who is transferred to a supervisory or executive position and later returns to an Employee 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.

69. Nothing in this Contract shall prohibit a new Employee 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 Employee shall proceed on the salary schedule from that point. A copy of the contracts for all newly hired Employees must be provided to the President of the Association upon his/her request any time after September 1 of each year.

70. Decisions about placement, reduction/recall, and transfers of teachers (including all teachers as defined under Revised School Code Section 1249) shall be made with the following criteria. The parties agree that procedures established in this Article for placement, and reduction/recall constitute clear and transparent procedures as required under Revised School Code Section 1248.

71. Notification of Vacancies. The Superintendent or designee decides when a vacancy exists and when a posting is made. Notifications of vacancies shall be provided as follows:

a. Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via email to each bargaining unit employee with a copy of such posting sent to the Association. Positions as described above shall be posted at least (10) ten calendar days prior to being filled. Bargaining unit employees may apply for such positions by submitting an email of interest to the Superintendent. Said positions shall be filled in accordance with the procedures outlined in Section 67 below.
b. Bargaining unit members who apply for a vacancy and meet the qualifications outlined in the job posting shall receive an interview for the vacancy.

72. System for Placement, Transfers and Reduction/Recall of Teachers

a. The Superintendent or designee determines placement, when a vacancy exists, and when a posting is made. Acting within the approved budget, the Superintendent determines when a reduction in staff is necessary due to program, curricular, or other operational considerations. The Superintendent will recommend to the Board

the positions to be reduced. Teacher placement decisions and reduction/recall decisions will be made by the Superintendent or the Board consistent with Revised School Code Section 1248. The Superintendent or designee shall provide written notice of reduction in force of recall decisions to each affected teacher by May 1st and to the Association (5) five days prior to May 1st.

b. The Superintendent, with authority from the Board, has discretion to place, transfer, and layoff/recall teachers in positions for which they are certified for, a reason that is not arbitrary or capricious. The Superintendent will apply the following factors in the order in which they are listed below:
    i. Qualifications and Credentials, including those necessary for compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
    ii. Credentials needed for District, school, or program accreditation;
    iii. Effectiveness based on previous evaluations;
    iv. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Teacher's effectiveness in that assignment and is integrated into instruction;
    v. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
    vi. Disciplinary record, if any;
    vii. Length of service in grade level(s) or subject area(s);
    viii. Recency of relevant and comparable teaching assignments
    ix. Rapport with colleagues, parents, and students;
c. Seniority as defined in Article 20 may be used as a tie breaker if a Teacher placement decision involves two (2) or more teachers and all other distinguishing factors are equal.
d. If a teacher petitions for nullification of a teacher certificate or endorsement, the Teacher must promptly provide written notice of that petition to the Superintendent's office.
e. Prior to the start of the school year, if a vacancy exists a request for transfer may be made in writing to the Superintendent with a copy to the Association. The request shall specify the school, grade, any subjects/positions sought. The employer shall acknowledge receipt of the transfer within (5) five days. No bargaining unit employee shall be discriminated against in the request to transfer. Vacancies caused by voluntary transfers shall be posted unless the vacated position is eliminated. Transfer may be granted subject to Section 67 of this Article.
f. Involuntary Transfers may occur for reasons that are not arbitrary or capricious. Affected Employees and the Association will be notified by the building principal no later than May 1st.

73. Recall Process

a. Teacher is eligible for recall under this Article for twenty-five (25) months from the date the District implemented the reduction in force.
b. The Superintendent will first identify the grade level(s), academic level(s), or department(s) with a teaching vacancy.
c. Before or in lieu of initiating the recall of a laid-off Teacher, the Superintendent may reassign a Teacher to fill vacancies in accordance with Section 67of this Article.
d. After or in lieu of any reassignment of existing teaching staff, the Superintendent may fill a vacancy by:
    i. Recall the laid-off Teacher who is certified and qualified for the vacancy if that Teacher's most recent year end evaluation was effective. If more than one (1) laid-off Teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee shall fill the vacancy in accordance with this Article.
    ii. The Superintendent or designee shall post the vacancy in accordance with this Article if the Superintendent determines that no Teacher on layoff meets the certification and qualification requirements of the position.
e. To be eligible for recall, Teachers must be fully qualified in all aspects of their assignments outlined in Section 67.
f. Teachers must provide the District with current contact information (address, phone, and email address) and documentation supporting the Teacher's certification and qualifications. Failure to maintain current contact information may negatively affect the Teacher's recall.
g. The Superintendent or designee will provide written notice, via certified mail, of the Board's recall decision to any recalled Teachers and shall establish the time within which a Teacher must accept recall to preserve the Teacher's employment rights.
h. A Laid-off Teacher who is recalled and does not accept recall by the time specified in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing. If the Employee is under a contract with another Michigan school district at the time of recall, the Employee shall have the ability to finish the term of their contract before reporting for duty at the District of Recall.
i. Recalled Employees 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.
j. Teachers laid off shall have insurance benefits continued and paid for by the Board in accordance with the provisions in Article III until the end of the following month of the effective date of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated

Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE XI
TEACHING DUTIES, HOURS, AND CLASSLOAD DUTIES

74. Employees' other employment and non-school responsibilities shall be secondary during expected hours of employment.

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

76. Employees 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.

77. 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 Employees shall be published not less than four (4) weeks in advance. Failure of the Employee 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 Employee contract days for the school year.

78. Meetings and events outside the normal instructional day either at the building or district level requiring mandatory attendance of Employees will not exceed eighteen (18) per academic year. The limit does not apply to individual meetings such as Child Study's, IEPC's and 504's; or those in compensated schedule B positions, or any committee meetings when membership is voluntary.

79. Employee building meetings shall be held prior to or after school on a day agreed upon by the majority of Employees in that building. No Employee will be detained if the Employee reports to the Principal at or before the meeting a prior commitment and the Employee did not receive notice of the meeting forty-eight (48) hours in advance of the meeting. These meetings are not to exceed one (1) hour. Employees are free to excuse themselves after one (1) hour.

80. Employee District meetings may be held immediately after school or with release time on Monday, Tuesday, or Thursday. Wednesday may be used when 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 Employee will be detained if the Employee reports to Principal at or before the meeting a prior commitment and the Employee did not receive notice of the meeting forty-eight (48) hours in advance of the meeting.

81. Employees 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.

82. It shall be the policy to employ regular bus drivers for student transportation whenever possible. This policy shall in no way require any Employee to drive a bus; however, qualified Employees may agree to drive. If an Employee 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.

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

84. Employees shall assume responsibility for the enforcement of building expectations regarding student conduct. These expectations shall be specific and posted at the beginning of the school year and reviewed by Administrators and staff as necessary.

85. Whenever a student with special health needs is assigned to a regular education classroom, a copy of the written medical procedural authorization signed by a licensed physician and the student's parent/guardian including the procedures to be utilized will be provided. Necessary supplies will also be provided along with 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 an Employee who, for personal reasons, may be unable to provide a health service.

HOURS

86. Employees' starting time is ten (10) minutes prior to the start of the regular student day. Employees' dismissal time will be when the Employee has no further commitments, he/she is free to leave the school ten (10) minutes after the time of student dismissal.

87. Employees shall be entitled to a duty-free lunch period of no less than thirty (30) minutes.

88. 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.

Secondary Schools – daily instructional times and periods are as follows:

89. High School Employees' normal teaching load will be no more than twenty-five (25) teaching periods per week. High School part-time Employees shall be paid a pro-rated amount of the Employee's actual salary based on the number of actual periods in a day.

90. Middle School Employees' normal teaching load will be no more than twenty-five (25) teaching periods per week. Middle School part-time Employees shall be paid a pro-rated amount of the Employee's actual salary based on the number of actual periods in a day.

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

92. The normal instructional day for Secondary Employees 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
165-169 days	325 minutes

93. 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 instructional staff.

94. Whenever a secondary Employee 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 Employee's actual salary based on the number of teaching periods in a day.

Elementary Schools – daily instructional times and periods are as follows:

95. The normal instructional day for Employees 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

96. Each elementary Employee will receive for preparation time an average of not less than 250 minutes per week. Elementary Employees may also use regularly scheduled recess as additional preparation time. Every effort will be made to allow elementary Employees not less than one fifty (50) minute preparation period each day.

97. Elementary Employees who are required to teach during planning periods that are not made up will be paid one sixth (1/6) of the Employee's actual daily salary provided.

98. Employees may need to make special arrangements for recess duty during inclement weather.

99. Part-time Employees shall have preparation time and duty-free recess time pro-rated as per contracted working time.

100. 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.

101. The method of determining the necessary recess supervision shall be left to the instructional staff and the administrator at each of the affected buildings. Employee recess coverage shall be in addition to, not in place of, paraprofessional recess coverage.

102. 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 instructional staff.

CLASSLOAD

103. The parties, in recognition of the fact that effective education requires personal attention and consideration of students by all Employees, 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 (disabilities 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 Employee 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 education students in the determination of class sizes as provided in this Article.

104. At the Elementary level the general education Employee 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 Employee shall be invited, in writing, to participate in the IEPC. The invited general education Employee will attend any and all IEPC meetings.

105. At the Secondary level, whenever the placement of a student is unknown, a representative general education Employee shall be invited, in writing, to participate in the IEPC. The invited general education Employee will attend any and all IEPC meetings.

106. A representative general education Employee shall be invited, in writing, to participate in the Section 504 Planning Committee. The invited general education Employee will attend any and all 504 Planning Committee meetings.

107. A regular education Employee representative shall be notified of the IEPC and/or the Section 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 Employee agrees to the new time.

108. General education Employees 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.

109. Materials and/or in-services regarding teaching strategies appropriate for the special education student will be made available to the general education Employee preferably before but no later than two (2) weeks after a special education student has been placed in his/her classroom through an IEPC.

110. As part of the IEPC meeting and/or as part of the Section 504 Planning Meeting, clearly identified educational and behavioral goals and objectives for a special education student will be given to the general education Employee, within ten (10 days) of the IEPC or Section 504 Planning Meeting. General education classroom Employee will follow the educational and behavioral goals established for the special education and/or Section 504 student in their classroom.

111. IEPCs, staffing, and/or Section 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 Employees on an equitable basis. Every attempt will be made to include the general education teacher in the scheduling and planning of IEPCs and Section 504 meetings.

112. Within a building the Administrator will attempt to provide for the equal distribution of special education students within grade levels and subject areas.

113. The Association will be notified when the District applies for special education waivers and/or deviations.

114.

Regular Education Classes	Relief Pro-Rata
DK-2	27.01
3-4	28.01
5	30.01
6-8	32.01
9-12	34.01
9-12 (Alt. Ed.)	27.01

115.

Multi Grade (Split) Classes	Pro-Rata Relief
1-2	24.01
2-3	25.01
3-4	26.01
4-5	28.01

116. Should class loads exceed the specified class size; the relief will be requested by the Employee to the administration, and if not corrected, pro-rata relief per Appendix G 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.

117. 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 an Employee 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.

118. 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 H.

119. It is understood that the above limits do not apply to secondary music, secondary physical education, or secondary band.

120. Team-taught classes will follow pro-rata schedule with each teacher receiving 50% of the overload pay.

ARTICLE XII
BOARD RESPONSIBILITIES FOR INSTRUCTION

121. An Employee participating in instructional/non-instructional duties outside of contracted hours will be paid $30/hour.

122. The Board recognizes the primary duty and responsibility of the Employee is to teach and the organization of the school and the school day should be directed toward ensuring that the energy of the Employee is primarily utilized to this end.

123. 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 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.

124. 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 Employee 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.

125. The Board shall provide:
A separate desk for each Employee in the district; a desk with lockable drawers, and/or some lockable space available in the room upon the request of the Employee. 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 Employee's use, of all texts used in each of the courses he/she is to teach. Employees 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.

126. An unsafe or hazardous condition shall be immediately brought to the attention of the building Principal by the Employee. 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.

127. Smocks for art and home economics Teachers, laboratory coats for laboratory science Employees, and shop coats for vocational and industrial education Employees 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 XIII
STUDENT TEACHING ASSIGNMENTS

128. Supervising Teachers of Student Teachers shall be tenured Teachers, unless the Building Principal can provide compelling evidence to the Superintendent/or designee that the probationary supervising Teacher is qualified. Being assigned a student teacher shall be voluntary.

129. 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.

130. 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 paid to the District for an Employee's participation as a Supervising Teacher shall be used to purchase educational items for the supervisory teacher's classroom.

131. It is recognized by all parties involved that the training of prospective Employee candidates is a most serious enterprise. Thus, the Board and Association agree to jointly monitor the teacher training program. 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 XIV
NEGOTIATION PROCEDURE

132. 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 Employees employed by the Board.

133. 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. 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 those 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.

134. If the Association and Board fail to reach an agreement in any such negotiations, either party may invoke State mediation or take such action it deems necessary which is within the scope of the Public Employment Relations Act (PERA).

135. 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.

136. When it is mutually agreed that negotiations between the Association and the Board shall take place during the school day, any Employee so engaged shall be released from regular duties without loss of salary.

ARTICLE XV
GRIEVANCE PROCEDURE

137. A grievance is defined as a claim by an Employee, group of Employees, or the Association based upon any alleged violation of this agreement.

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

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

140. 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

141. The appropriate building Principal is designated as the administrative representative for Level One of the procedures.

142. The Superintendent, or his/her designee is the administrative representative for Level Two.

143. 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.

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

PROCEDURE

145. Any Employee, group of Employees, 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 thirty (30) days of the alleged violation. The matter will be reviewed orally, with the objective of resolving the issue.

146. 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 ten (10) days and processed through the steps as outlined below:

147. **Level One**: Any Employee or group of Employees 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 ten (10) days after receipt of the grievance. He/She shall reply in writing to the grievance within ten (10) days after this meeting.

148. **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 ten (10) days after receipt of the grievance. The superintendent shall reply in writing to the grievance within ten (10) days after this meeting.

149. **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.

150. **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.

151. 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.

152. If either party disputes the arbitrability of any grievance under the term of this Agreement, the arbitrator shall make his/her ruling thereon prior to hearing testimony concerning the merits of the grievance.

153. 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.

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

155. 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.

156. 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.

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

158. The arbitrator shall have no authority to grant back pay more than 60 days prior to filing grievance.

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

160. 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.

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

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

163. The timelines 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.

164. See Appendix E for Grievance Form.

ARTICLE XVI
ILLNESS/DISABILITY AND OTHER LEAVES OF ABSENCE

165. At the beginning of each school year, each Employee shall be credited with ten (10) days of health leave, the unused portion of which shall accumulate year to year without limitation. The Employee 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).
    i. For the purpose of Article 17, paragraph 166 c) only:
        - If an employee has short-term disability, they can have their contracted amount earned to date of their last day worked paid out in full at the next payroll date.
        - Collect their short-term disability.
        - Then collect 35 sick days (if available). This would be paid out over four (4) pays.
        - Upon return from leave, the employee's contract will be recalculated and spread over the remaining pays.
d. Birth or adoption within the immediate family (limit 10 days for normal birth).
e. The Employee or Employee's family member is a victim of domestic violence or sexual assault.
f. Medical care or psychological or other counseling for physical or psychological injury or disability.
g. Obtaining services from a victim services organization.
h. Relocation due to domestic violence or sexual assault.
i. Obtaining legal services.
j. Participation in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
k. Meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.
l. Closure of the Employee's place of business by order of a public official due to a public health emergency.
m. An Employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency or when it has been determined by the health authorities having jurisdiction or by a health care

provider that the Employee or the Employee's family member's presence in the community would jeopardize the health of others because of the Employee's or family member's exposure to a communicable disease.

166. Employees 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.

167. Employees with a death in the immediate family shall be allowed two (2) days paid bereavement leave.

168. The immediate family shall include all individuals living in the household and under the same roof and/or the Employee's spouse, parents, siblings and children and stepchildren. The definition of immediate family may be expanded to include other individuals on a case-by-case basis upon approval of the Superintendent.

169. One-day funeral attendance may be counted as school business leave for staff wishing to show support to:

a. Families on their class roster, or if there is a connection with a family as a result of employment in the district
b. Colleagues who experience loss in their immediate family (spouse, siblings, parents, children and stepchildren)
c. Other funeral situations would require a personal day use
d. Superintendent may grant additional days and/or application at their discretion

As long as subs can be found, there would be no cap to who is absent. Building administrator would need to approve leave.

170. An Employee 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.

171. Workers Compensation Leave – Any employee who is absent because of injury or disease sustained or contracted during the course of his/her employment by the District, which is compensable under the Michigan Workers' Disability Compensation Act, shall receive fractional sick leave pay of the difference between the workers' compensation benefit, loss of income insurance, and his/her regular salary for the duration of the illness, but not to exceed sixty (60) work days. This shall not be counted against his/her sick leave. However, any fractional differential of sick leave after the sixty (60) work day period shall be deductible from the teacher's accumulated sick leave. It is the intent of the parties that an employee receiving Workers' Compensation will receive no more and no less take-home pay than what he/she receives for their regular contracted salary per diem rate, provided that the employee has sufficient accumulated sick leave to fund the wage differential after the above sixty (60) work day period. Regular gross pay is defined as their employee contract salary.

172. The Board has established a sick bank for use by eligible Employees for illnesses of a catastrophic nature. Sick bank procedures are in Appendix F.

Health Leave of Absence

173. Any Employee 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.

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

175. Before an Employee 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:

176. 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.

177. The Association secretary must give notice for this request to the Superintendent as early as possible.

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

179. Military leaves of absence shall be granted to any Employee who is placed into active service of the United States. Employees 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.

180. Any teacher who is member of a branch of the Armed Forces Reserve or the National Guard shall not be required to take available personal business leave for up to two (2) weeks when the Employee is on full-time active duty in the Reserve or National Guard during days of student instruction. Should the Employee choose to use personal leave during this two (2) week period, the District will pay the difference between his/her per diem rate and the amount received for service.

General Leave of Absence

181. The Board may 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 Employee, the Association, and the Board.

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

Leaves for Personal or Business Reasons

183. At the beginning of each school year each Employee shall be credited with three (3) days to be used for the Employee's personal business. Any unused portion becomes accumulated personal leave without limit. An Employee 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 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.

184. When the day(s) has been scheduled in advance, the Employee must utilize the day, unless school is canceled.

185. 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.

186. 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.

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

Leaves for Other Purposes:

188. Leaves of absence with full pay not chargeable against the Employee's sick leave or personal leave shall be granted for the following reasons:

a. Absence when an Employee is called to jury duty.
b. Court appearance when subpoenaed as a witness in any case connected with the Employee'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.

189. An Employee called for jury duty shall be paid full salary.

190. Any non-scheduled B Employee who attends an overnight trip or activity shall be granted one (1) additional personal day upon request. Requests shall be made to the Building Principal, who shall seek Superintendent approval.

ARTICLE XVII
FAMILY AND MEDICAL LEAVE

191. A leave of absence of up to twelve (12) weeks, paid or unpaid, shall be granted to any Teacher under the provisions of the Family and Medical Leave Act of 1993. The FMLA leave shall commence upon the day of the leave. All benefits will remain in effect for the duration of the FMLA leave. FMLA leave can be used on an intermittent basis as allowed under FMLA for serious health conditions of close family members, or qualifying military leave. Intermittent leave may be used or adoptive or foster care or new baby care if written approval is first received for the Superintendent or designee.

192. 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, stepchild, or parent who has a serious health condition.
d. Disability: A serious health condition making the Employee unable to work or perform any of the "essential functions of his or her position" as defined under the Americans with Disabilities Act.
e. Other reasons specified by FMLA

193. To be eligible, the Employee must have been employed by Lakewood Public Schools at least 1,250 hours immediately preceding the commencement of the leave.

194. The Employee 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, with the exception that is spelled out in Article XVI, 166. Health or personal days shall run concurrently with Family and Medical Leave Act leave.

195. The Employee, upon return from leave, shall be restored to his/her former position or one with comparable status and salary for which he/she is certified and qualified.

196. An Employee 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.

197. If the Employee 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 Employee's control, such as continuation of a serious health condition is exempted from this requirement.

198. 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 XVIII
PROFESSIONAL COMPENSATION

199. The salary of Employees are set forth in Appendix A, which is attached. 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.

200. Employees engaged in activities enumerated in Appendix A2 and A3 shall be compensated in accordance with that schedule.

201. An Employee who is engaged during the student day 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.

202. In the event an Employee is not to be paid for a day, the loss of pay shall equal the employee's annual salary divided by the number of total scheduled contract days.

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

204. Employees not regularly scheduled on cancelled school days will not be compensated. Neither will an Employee be charged for a personal or sick day on a cancelled school day.

Extracurricular Pay and Responsibilities

205. The Board agrees to pay Employees for extracurricular duties within the percentage of the base salary as stated on Appendix A2 and A3.

206. 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 Employee.

207. Nothing shall prevent the Board from employing persons not employed by Lakewood Public Schools for Schedule B positions. Employees shall have priority for Schedule B positions if their qualifications and experience are equal to or exceed those of external candidates. Employees shall be notified of contract non-renewal within forty-five (45) days of completion of last competition, performance, or meeting. Employees may be non-renewed outside of the (45) forty-five day window for reasons that are not arbitrary or capricious.

208. For any extra duty not listed on Schedule B, the building Principal shall solicit the Superintendent who may give up to two (2) percent for the activity.

Salary, Part-Time Employees

209. Part-time Employees will advance one (1) step on the salary schedule for each year worked.

210. Seniority rights shall apply to all part-time positions.

Mileage

211. Mileage rate paid Employees required to use their own vehicles for school business shall be paid at the IRS mileage reimbursement rate.

ARTICLE XIX
RETIREMENT NOTIFICATION

212. An Employee will receive $1000 in additional compensation if the Employee notifies the Superintendent by noon on April 15 (or the Friday immediately prior) of the Employee's intent to retire through the Office of Retirement Services at the end of the school year.

213. Employees are only eligible to receive the $1000 additional compensation if the Employee (1) provides notice of retirement in writing or email, (2) submits the notice to the Superintendent's office by noon on April 15 (or the Friday immediately prior), (3) continues to provide services to the District through the last scheduled school day when students are present, and (4) returns all District property to the building Principal on or before the last scheduled school day when students are present.

214. The $1000 additional compensation will be processed in the Employee's last payroll check provided the conditions set forth in this Incentive are satisfied. Compensation will be subject to all regular and typical payroll deductions. The District and the Association maintain that the additional compensation is being provided in exchange for services rendered and is, therefore, reportable compensation. However, neither the District nor the Association make any promises or assurances regarding whether the additional compensation will be considered reportable compensation for the purposes of calculating the Employee's final average compensation for retirement by the Office of Retirement Services.

ARTICLE XX
SCHOOL CALENDAR

215. 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 www.lakewoodps.org for current calendar)

216. 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 XXI
MISCELLANEOUS PROVISIONS

217. Thirty days after this agreement is signed the district shall place it on the district website.

218. 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.

219. If any provisions of the Agreement or any application of the Agreement to any Employee or group of Employees 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.

220. Contract length: This contract shall be in force for the 2025/2026 through 2027/2028 school years, terminating at midnight on June 30, 2028.

221. This Agreement supersedes and cancels all previous Agreements, verbal or written.

222. 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 Employees' service to the Lakewood District. The Association will not directly or indirectly take reprisals against any Employee who continues or attempts to continue the full, faithful, and proper performance of his/her contractual duties.

223. All Association meetings and Association committee meetings shall have priority on Wednesday if meetings are listed in the weekly bulletin.

224. If an emergency financial manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, the emergency manger may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Acts (PERA).

ARTICLE XXII
MENTOR TEACHERS

225. Each Employee in his/her first three (3) years of classroom teaching shall be assigned a Mentor Teacher by the Superintendent or his/her 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.

226. The Mentor Teacher shall have earned tenure or received an evaluation rating of highly effective or effective, for a minimum of 3 consecutive years.

227. 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 an Employee (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 for Teachers new to the profession or those who have not earned tenure in another district. Teachers who have earned tenure in another district shall be assigned a Mentor Teacher for two years.

228. Because the purpose of the mentor/mentee match is to acclimate the Employee 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.

229. 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.

230. Compensation shall be as per Appendix A3.

ARTICLE XXIII
SICK TIME PAYOUT

231. Sick leave payout for Employees who apply for retirement with the Michigan Public Employee Retirement System (MPSERS)

10 – 60 days at $40 for each unused day

61 – 120 days at $60 for each unused day

*Minimum of 10 days to receive payout and Maximum of 120 days paid out.

ARTICLE XXIV
EVALUATION

232. The negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

a. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
b. An evaluation of the teacher's job performance with timely and constructive feedback.
c. Clear approaches to measuring student growth with relevant data on student growth.
d. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
e. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
    i. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers. "All students" specifically represents those students present in the teacher's classroom for a minimum of 85% of instructional time. General education teachers with classrooms that match or exceed 25% of students with Individualized Education Plans (IEPs) are permitted to omit those students' assessment data from their student growth and assessment data.

f. The 5D+ Teacher Evaluation Rubric that utilizes other objective criteria will be used for 80% of the year-end evaluation determination.

233. Process: The 5D+ Teacher Evaluation Rubric, accessible through the digital platform known as *Pivot*, will house the "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form".

a. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
   i. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. If no notification is provided by September 30 of each year, that teacher shall not be evaluated.
   ii. The classroom observations will be used in the year-end evaluation according to the 5D+ Teacher Evaluation Rubric.
   iii. Feedback on classroom observations will consist of a dialogue beginning with the administrator's "noticings and wonderings" shared with the teacher within 48 hours (school day) of the observation. The teacher's responses to "noticings and wonderings" will be shared with the administrator within 5 school days.
   iv. If a post-observation meeting is requested by the administrator or the teacher, it shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-observation" feedback form located in the digital platform known as *Pivot*.
   v. There shall be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated, conducted at least 30 days apart, at least one per semester.
b. The annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".
   i. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than the final day of the school year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.
c. Teachers who work less than 60 days in any school year, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the District deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating that they received in the prior year, for the current year, if it was conducted by the district.
d. If a teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every other year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the second year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional two (2) consecutive years.
e. In addition to the above processes, (Section 233.a-d) all teachers on an Individual

Development Plan (IDP) (having received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

i. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
ii. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
iii. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section 233 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
iv. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

f. Any alleged violations of non-compliance with the evaluation process as described above shall be subject to the grievance process.
g. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

234. Rights of Tenured Teachers:

a. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
    i. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
    ii. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
        i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
        ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
b. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XV.

235. Probationary Period; continuing tenure: A teacher shall not be required to serve more than one probationary period in a school district or institution. Teachers new to the

district shall be required to serve a period of probation as defined in the Teacher Tenure Act:

a. Beginning July 1, 2024, if a teacher has been rated as effective on or after July 1, 2024, or highly effective before July 1, 2024, on 3 consecutive year-end performance evaluations under section 1249 of the revised school code, 1976 PA 451, MCL 380.1249, and has completed at least 4 full school years of employment in a probationary period, the teacher is considered to have successfully completed the probationary period.
b. If a teacher on continuing tenure in a Michigan district transfers to a new district in Michigan, the teacher is limited to a 2 year probationary period beginning with the date of new employment.

236. Training on evaluation system, tools, and reporting forms:

a. The district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.
b. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE and witnessed by an Association representative that minimally includes all of the following:
    i. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the agreed upon evaluation system and forms.
    ii. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
    iii. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
    iv. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
    v. Ongoing support for evaluators, including feedback from administrators and Association-designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

ARTICLE XXV
DISCIPLINE

237. The District will implement discipline that is not arbitrary or capricious and proportionate to the seriousness of the misconduct. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions without pay, demotions as defined by the Tenure Act, and other actions of disciplinary nature. A disciplinary decision must be supported by a preponderance of evidence, the bargaining unit member must be given a meaningful opportunity to respond to allegations, and the discipline must recognize the concept of progression as required by law. The District reserves the right to apply disciplinary measures consistent with the severity of the

infraction.

Progressive Discipline: The District subscribes to the concept of progressive discipline. The following progression of discipline for each unrelated incident shall generally be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

1. Oral warning, then
2. Up to a Written warning, then
3. Up to a One-day suspension without pay, then
4. Up to Three days suspension without pay, then
5. Further suspensions without pay, then
6. Discharge

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

No Applicability to Evaluation Scoring: In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that employee shall not in any way subsequently be evaluated in their annual evaluation performance for the same incident, unless said incident directly relates to any of the indicators in the evaluation model.

238. Association Representation: A bargaining unit employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the employer. When a request for such a representative is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the bargaining unit employee shall be advised immediately of said possibility and be notified by the employer of the right of representation under this provision of the Agreement.

SIGNATURES

09/09/2025
Date

Connie Betts, Lakewood Education Association

09/09/2025
Date

Lydia Suntken, Lakewood Education Association

09/09/2025
Date

Jodi Duits, Superintendent, Lakewood Public Schools

09/15/2025
Date

Jamie Brodbeck-Krenz, President, Lakewood Board of Education

APPENDIX A – Step Schedule 2025-2026

TEACHER WAGE SCHEDULE 43,558

2025-26 3.0% increase 100.00% this will be determined by the foundation allowance

1	2	3	4	5	6	7	8	9	10	11
	BA (.0)		BA+22 (.1)		MA (.2)		MA+15 (.3)		MA+30 (.4)	
Step	Index	BA	Index	BA+22	Index	MA	Index	MA+15	Index	MA+30
1	1.000000	43,558	1.061000	46,215	1.112820	48,472				
2	1.070405	46,625	1.108080	48,266	1.136324	49,496				
3	1.117487	48,675	1.155162	50,317	1.183406	51,547				
4	1.164592	50,727	1.202243	52,367	1.230487	53,598	1.287000	56,059		
5	1.202243	52,367	1.249349	54,419	1.277593	55,649	1.343488	58,520	1.381163	60,161
6	1.239918	54,008	1.296406	56,469	1.324674	57,700	1.390569	60,570	1.437675	62,622
7	1.277593	55,649	1.343488	58,520	1.381163	60,161	1.456488	63,442	1.494163	65,083
8	1.324674	57,700	1.390569	60,570	1.437675	62,622	1.513000	65,903	1.550675	67,544
9	1.371732	59,750	1.437675	62,622	1.494163	65,083	1.569489	68,364	1.607164	70,005
10	1.418813	61,801	1.475326	64,262	1.550675	67,544	1.626001	70,825	1.663652	72,465
11	1.465919	63,852	1.513000	65,903	1.607164	70,005	1.682489	73,286	1.720140	74,926
12	1.465919	63,852	1.560082	67,954	1.654245	72,056	1.729571	75,337	1.767246	76,978
13	1.484756	64,673	1.578919	68,775	1.673082	72,876	1.748408	76,157	1.786083	77,798
14	1.484756	64,673	1.578919	68,775	1.673082	72,876	1.748408	76,157	1.786083	77,798
15	1.513000	65,903	1.607164	70,005	1.701327	74,106	1.776652	77,387	1.814327	79,028
16	1.513000	65,903	1.607164	70,005	1.701327	74,106	1.776652	77,387	1.814327	79,028
17	1.531814	66,723	1.626001	70,825	1.720164	74,927	1.795514	78,209	1.833164	79,849
18	1.550675	67,544	1.644814	71,645	1.739001	75,747	1.814327	79,028	1.861409	81,079
19	1.550675	67,544	1.644814	71,645	1.739001	75,747	1.814327	79,028	1.861409	81,079
20	1.569489	68,364	1.663652	72,465	1.757815	76,567	1.833140	79,848	1.880246	81,900
21	1.569489	68,364	1.663652	72,465	1.757815	76,567	1.833140	79,848	1.880246	81,900
22	1.588326	69,184	1.682489	73,286	1.776628	77,386	1.851978	80,668	1.899083	82,720
23	1.588326	69,184	1.682489	73,286	1.776628	77,386	1.851978	80,668	1.899083	82,720
24	1.607164	70,005	1.701327	74,106	1.795490	78,208	1.870815	81,489	1.917897	83,540
25	1.607164	70,005	1.701327	74,106	1.795490	78,208	1.870815	81,489	1.917897	83,540
26	1.626001	70,825	1.720164	74,927	1.814303	79,027	1.889629	82,308	1.936734	84,360
27	1.626001	70,825	1.720164	74,927	1.814303	79,027	1.889629	82,308	1.936734	84,360
28	1.644814	71,645	1.739001	75,747	1.833140	79,848	1.908514	83,131	1.955572	85,181
29	1.682489	73,286	1.776652	77,387	1.870815	81,489	1.946165	84,771	1.993222	86,821

APPENDIX A1 - 2025-2026 Trigger

Trigger Conditions
This clause shall be triggered if the following occurs:

- If the State of Michigan enacts a School Aid Budget for the 2025-26 fiscal year in which the foundation allowance (per-pupil funding) is equal to or in excess of $10,100 per pupil, the 2025-26 salary schedule shall be increased by 1%.

APPENDIX A2 - ATHLETIC EXTRA DUTY – Base Pay Amount: 43,558

Group One (1): Head Varsity Boys Basketball, Head Varsity Girls Basketball, Head Varsity Football, Head Varsity Boys and Girls Track, Head Varsity Volleyball, Head Varsity Boys Wrestling, Head Varsity Girls Wrestling

- Year 1 $6,111
- Year 2-3 $6,630
- Year 4-7 $7,455
- Year 8-9 $7,822
- Year 10-12 $8,066
- Year 13+ $8,200

Group Two (2): Head Varsity Competitive Cheer, Head Varsity Boys Soccer, Head Varsity Girls Soccer, Head Varsity Baseball, Head Varsity Softball, Head Varsity Boys and Girls Cross Country

- Year 1 $4,074
- Year 2-3 $4,420
- Year 4-7 $4,970
- Year 8-9 $5,215
- Year 10-12 $5,297
- Year 13+ $5,400

Group Three (3): Head Varsity Boys and Girls Bowling, Head Varsity Boys Golf, Head Varsity Girls Golf, Head Varsity Boys Tennis, Head Varsity Girls Tennis, Assistant Varsity Football (2), Assistant Varsity Wrestling, Head JV Boys Basketball, Head JV Girls Basketball, Head JV Football, Head JV Volleyball, Head Freshman Boys Basketball, Head Freshman Girls Basketball

- Year 1 $3,169
- Year 2-3 $3,438
- Year 4-7 $3,866
- Year 8-9 $4,056
- Year 10-12 $4,120
- Year 13+ $4,300

Group Four (4): Head JV Baseball, Head JV Boys Golf, Head JV Girls Golf, Head JV Softball, Head JV Boys Soccer, Head JV Girls Soccer, Assistant JV Football, Head Freshman Volleyball, Head JV Boys Wrestling, Head Freshman Baseball, Head Freshman Softball, Assistant Varsity Competitive Cheer

- Year 1 $2,490
- Year 2-3 $2,701
- Year 4-7 $3,038
- Year 8-9 $3,187
- Year 10-12 $3,237
- Year 13+ $3,400

Group Five (5): Head Varsity Sideline Cheer, Head JV Girls Tennis, Assistant Varsity Boys Track, Assistant Varsity Girls Track, Assistant Varsity Golf, Assistant Varsity Soccer, Head JV Sideline Cheer, Head JV Competitive Cheer

- Year 1 $1,811
- Year 2-3 $1,965
- Year 4-7 $2,209
- Year 8-9 $2,318
- Year 10-12 $2,390
- Year 13+ $2,500

Group Six (6): 7th Grade Boys Basketball, 8th Grade Boys Basketball, 7th Grade Girls Basketball, 8th Grade Girls Basketball, MS Boys and Girls Cross Country, MS Boys Track, MS Girls Track, MS Wrestling, 7th Grade Volleyball, 8th Grade Volleyball

- Year 1 $2,037
- Year 2-3 $2,210
- Year 4-7 $2,485
- Year 8-9 $2,607
- Year 10-12 $2,689
- Year 13+ $2,800

*Scheduled Coaches – It is agreed upon that in all athletic programs the contractual pay will not be reduced for existing coaches and paid to additional coaches hired for that program

**The Athletic Department shall receive notice from each coach with their intent no later than 30 days after the end of their current season. The coach shall indicate intent to return, resign, or retire from the position for the following school year. If the coach indicates a resignation or retirement or the notice is not received timely, the position may be posted as vacant.

***If the Superintendent deems that there is an unusual safety or control risk, an assistant may be added for that season.

****With pre-season approval from the Superintendent, a Freshman team may be fielded based on numbers. If a Freshman team was fielded the prior season, but will not be fielded in the current season, that coach will be paid for that current season, proving they support the program in another capacity. There is no guarantee of employment the following season.

APPENDIX A3 – NON-ATHLETIC EXTRA DUTY

Addendum Appendix B3 - Non-Athletic Extra Duty 2025-2026									
								Base Pay Amount + 5%:	48,956
								Base Pay Step 2 Amount:	46,625
Stepped Position	% of Base Pay	Step 1 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
Advisor 9	1.00%	490	519	543	568	587	607	627	646
Advisor 10	1.00%	490	519	543	568	587	607	627	646
Advisor 11	3.00%	1,469	1,557	1,630	1,704	1,762	1,821	1,880	1,939
Advisor 12	1.50%	734	778	815	852	881	911	940	969
Advisor Student Council	2.00%	979	1,038	1,087	1,136	1,175	1,214	1,253	1,292
Advisor Yearbook	6.00%	2,937	3,114	3,260	3,407	3,525	3,642	3,760	3,877
Theater Spring Director	8.60%	4,210	4,463	4,673	4,884	5,052	5,221	5,389	5,557

Non-Stepped Position	%	Salary	
Advisor Flag	2.50%	1,224	
Advisor NHS	1.50%	734	
Auditorium Manager	6.00%	2,937	
Band Director	16.00%	7,833	
Band Director - MS	10.00%	4,896	
Building Leadeship Chair LHS	3.00%	1,469	
Building Leadership Team Member LHS	1.00%	490	
Building Leadership Chair LMS	3.00%	1,469	
Building Leadership Team Member LMS	1.00%	490	
Building Leadership Chair LES	3.00%	1,469	
Building Leadership Team Member LES	1.00%	490	
Building Leadership Chair LECC	3.00%	1,469	
Building Leadership Team Member LECC	1.00%	490	
Circle of Excellence	3.50%	1,713	
Competitions Show Director	3.00%	1,469	
Coordinator HS At Risk**	2.00%	979	** to be adjusted if Regular Substitue Pay Increases
Coordinator HS Virtual Viking	2.00%	979	
Coordinator Struct Language	2.50%	1,224	
Dept Head Guidance	2.00%	979	
Dept Head Industrial Tech	2.50%	1,224	
Dept Head Info Systems	3.00%	1,469	
Dept Head Lang. Arts	2.50%	1,224	
Dept Head Math	2.00%	979	
Dept Head Media	2.00%	979	
Dept Head PE/Health	2.50%	1,224	
Dept Head Science	3.00%	1,469	
Dept Head Spec. Ed.	2.50%	1,224	
Dept Head SS	2.00%	979	
Dept Head World Language	2.00%	979	
Dept Head Fine Arts	2.00%	979	
Destination Imagination 5th	2.30%	1,126	
Destination Imagination 6th	2.30%	1,126	
Destination Imagination 7th	2.30%	1,126	
Destination Imagination 8th	2.30%	1,126	
Director Jazz Band	3.50%	1,713	
Director Vocal Music	8.10%	3,965	
District Leadership Team***	1.00%	490	***Requires membership to the Building Leadership Team
Elementary Data Lead (K-4)****	3.00%	1,469	****One (1) Data Lead per grade level
Intervention Data Lead	4.00%	1,958	
Level 1 Tech	5.00%	2,448	
Mentor Teacher	1.00%	490	
Newspaper HS	4.50%	2,203	
PBIS Coach	2.00%	979	One (1) PBIS Coach per building
Science Club	2.00%	979	
Theater Assistants	1.50%	734	*****Two (2)
	1.00%	490	*****Two (2)
	0.80%	392	*****One (1)
	0.50%	245	*****Two (2)
Theater Competitive Show Director	3.00%	1,469	
Theater Fall Director	5.60%	2,742	
YAC Advisor	2.00%	979	

APPENDIX B – 2026-2028 SALARY INFORMATION

2026-2027
Step Increase

- If State Aid Foundation Allowance increase is $400 from 2025-26 to 2026-27 or more, then 2.5% on Schedule
- If State Aid Foundation Allowance increase is $399 from 2025-26 to 2026-27 or less, then 2% on Schedule

2027-2028
Master Agreement open for financial negotiations only, no language changes.

APPENDIX C - EXPECTATIONS OF EMPLOYEES

I. An Employee 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 Employee's direction. No Employee 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.

II. These expectations are to better define the Master Agreement. It does not rescind or change any aspect of the Master Agreement.

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

I. Educational (lane changes) and step advances shall be automatic each year until such time this current agreement expires following Appendix A.

II. Only credit hours from a regional accreditation organization member of the Council for Higher Education Accreditation accredited colleges, universities, or equal foreign institutions will be accepted.

III. Course hours will be approved if:
   A. Course applies to Employee'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.

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

V. Only courses successfully completed after the dates of the Bachelor's Degree and initial certification will be considered for BA+22. Only courses taken after the granting of the Master's Degree will be considered for the MA+15 and MA+30.

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

VII. 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.

APPENDIX E - 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: _____

If additional space is needed in reporting Section B of Step One, attach an additional sheet.

APPENDIX F - Sick Bank Guidelines

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

Eligibility requirements:

1. An Employee 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. Employees must have a minimum of ten (10) health days at the time of occurrence.*
3. The Employee must use all of his/her own health and personal leave days before accessing 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.

An Employee 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 Employee 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 Employees donating day(s) to the Sick Bank. Decisions of the Sick Bank Committee are not grievable.

Request for Use of Lakewood Education Association Sick Bank

Please complete this form and submit to the Sick Bank Committee. This may be done through your building representative.

I, _____, request use of Sick Bank days for the following date: beginning on _____ and ending on _____*.

It is understood these dates may need to be adjusted and are an approximate statement of need.

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, and decisions made by LEA regarding use of the Sick Bank are not grievable.

I further understand that I must use all of my own health and personal leave days before using days from the bank.

I understand, if approved, I may draw from the Sick Bank for up to one hundred (100) contract days in a school year. Documentation of need from a doctor must be presented to extend benefits beyond 10 days and monthly, thereafter, if requested by the Sick Bank.

Signed:_____

Date:_____

Employee must have a minimum of 10 health leave days at the time of the occurrence. Exceptions may be made by the LEA Sick Bank Committee.

This form must be completed and submitted to the committee within ten (10) school days of the onset of possible Sick Band usage.

The Sick Bank Committee representative shall copy, endorse, record and send copies of this request to the main office and a copy shall be returned to the Employee. The original shall be retained for the record book.

This information shall be recorded in the Sick bank Record book and shall be reported to the main office at the end of each school year.

APPENDIX G – Overload Reimbursement Formulas

Elementary Formula:
Contract (based on placement of individual Employee) 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 34.01 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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