

3171

8/17/98

MASTER AGREEMENT

BETWEEN

**VAN BUREN COUNTY EDUCATION
ASSOCIATION/**

**LAWTON EDUCATION ASSOCIATION,
MEA-NEA**

AND

**BOARD OF EDUCATION
LAWTON COMMUNITY SCHOOLS**

AUGUST 18, 1996

TO

AUGUST 17, 1998

Lawton Community Schools

NEG/LEACON96.FIN



To: L.E.A. Members
From: Martha Labadie
Subject: Addendum to the L.E.A. Master Agreement
Date: September 17, 1997

MEMORANDUM

Enclosed are addendums to the current L.E.A. Master Agreement.

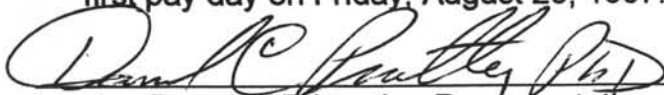
LETTER OF UNDERSTANDING
between the
LAWTON BOARD OF EDUCATION
and the
VBCEA/LAWTON EDUCATION ASSOCIATION

The below parties agree to amend the Master Agreement for 1997-98 to provide the following:

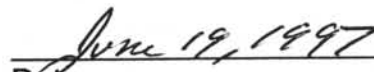
1. **Block Scheduling** -The High School and Middle School will have a block schedule per the attached.
2. **Calendar** - The 1997-98 calendar will follow the same format as the 1996-97 calendar except the three (3) full inservice days will be scheduled as follows:
 - a. Teachers must attend one of the two inservice days with one day scheduled in the summer and the second scheduled on Thursday, August 21, 1997. Teachers may attend both days but only one day will count towards the three (3) inservice days.
 - b. The second inservice day for all teachers is scheduled for Friday, August 22, 1997.
 - c. The third inservice day will be scheduled during the school year.
 - d. The inservice days will be planned by a joint committee of teachers selected by the Association members at the building level and the administration.
 - e. The summer inservice day may utilize the Angola program. If Angola is selected, the Board will pay for the expenses.

A copy of the 1997-98 calendar is attached.

3. **1997-98 Payroll Schedule** - The schedule will be the same as this year with the first pay day on Friday, August 29, 1997.



Lawton Board of Education Representative




Date



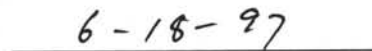
Lawton Education Association Representative



Date



VBCEA Representative



Date

Lawton Middle School
Block Schedule

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:00	Teachers Report				
8:10 - 9:30	1	2	1	2	8:10 - 8:47 1st hour
					8:50 - 9:27 2nd hour
9:34 - 10:54	3	4	3	4	9:30 - 10:07 3rd hour
					10:10 - 10:57 4th hour
10:58 - 11:33	1st Lunch Achievement	1st Lunch Achievement	1st Lunch Achievement	1st Lunch Achievement	11:00 - 11:37 1st Lunch Achievement
11:37 - 12:12	Achievement 2nd Lunch	Achievement 2nd Lunch	Achievement 2nd Lunch	Achievement 2nd Lunch	11:40 - 12:20 Achievement 2nd Lunch
12:16 - 1:36	5	6	5	6	12:23 - 1:00 5th hour
					1:03 - 1:40 6th hour
1:40 - 3:00	7	8	7	8	1:43 - 2:20 7th hour
3:20	Teachers Dismissed				2:23 - 3:00 8th hour

LAWTON HIGH SCHOOL EIGHT PERIOD SCHEDULE

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TIME
8:10 - 9:30	1	2	1	2	1	8:10 - 8:50
9:35 - 10:55	3	4	3	4	2	8:55 - 9:30
11:00 - 11:40	Achievement	Achievement	Achievement	Achievement	4	9:35 - 10:15
11:40 - 12:15	Lunch-A	Lunch-A	Lunch-A	Lunch-A	Achievement	10:20 - 10:55
12:15 - 12:55	Lunch-B	Lunch-B	Lunch-B	Lunch-B	11:00 - 11:40	
11:45 - 1:35	5	6	5	6	Gold Lunch	11:45 - 12:10
1:40 - 3:00	7	8	7	8	Period 5	12:15 - 12:50
					Blue Lunch	11:45 - 12:20
					Lunch	12:25 - 12:50
					6	12:55 - 1:35
					7	1:40 - 2:20
					8	2:25 - 3:00

Staff Day, 8:00 a.m. - 3:20 p.m. as it exists now.

Student starting time for the elementary are 8:10 a.m. and dismissal time 2:55 p.m.

ARTICLE XIX

LAWTON COMMUNITY SCHOOLS
1997-98 SCHOOL CALENDAR

Updated: 8/18/97

One (1) Staff inservice day to be scheduled between July 1st and August 21st, 1997. Staff not attending this floating day must attend staff inservice day on Thursday, August 21st. Teachers may attend both days if they wish. A third Professional Development Day is to be scheduled sometime during the school year.

		STUDENT DAYS PER WEEK	CUMULATIVE STUDENT DAYS	TEACHER DAYS PER WEEK	CUMULATIVE TEACHER DAYS
8/18-8/22	8/19: Staff Professional Development Days	0	0	2	2
8/25-8/29	8/25 :Staff Day				
	8/26: ½ Day Students, a.m. Professional Development, p.m.	4	4	5	7
9/1-9/5	9/1: Labor Day, No School	4	8	4	11
9/8-9/12		5	13	5	16
9/15-9/19		5	18	5	21
9/22-9/26		5	23	5	26
9/29-10/3		5	28	5	31
10/6-10/10		5	33	5	36
10/13-10/17		5	38	5	41
10/20-10/24		5	43	5	46
10/27-10/31	10/31: 1st Qtr. Ends, Students-a.m. Records p.m.;	5	48	5	51
11/3-11/7	11/4-11/5: P.T. Conf., 5:00-8:00 p.m.;	4	52	5	56
	11/6: P.T. Conf., 1:00-3:00 p.m., No Students p.m.;				
	11/7: No Students or Teachers				
11/10-11/14		5	57	5	61
11/17-11/21		5	62	5	66
11/24-11/28	11/27-28: Thanksgiving Break	3	65	3	69
12/1-12/5		5	70	5	74
12/8-12/12		5	75	5	79
12/15-12/19		5	80	5	84
12/22-12/26	12/22-1/2:Christmas Break				
12/29-1/2	Christmas Break				
1/5-1/9		5	85	5	89
1/12-1/16	1/16: 2nd Qtr. Ends, Students, a.m., Records, p.m.	5	90	5	94
1/19-1/23		5	95	5	99
1/26-1/30	1/30 Inservice Day No Students	4	99	5	104
2/2-2/6		5	104	5	109
2/9-2/13		5	109	5	114
2/16-2/20		5	114	5	119
2/23-2/27	2/24-2/25: P.T. Conferences, 5:00-8:00 p.m.	4	118	5	124
	2/26: P.T. Conf., 1:00-3:00 p.m., No Students p.m.				
	2/27: No Students or Teachers				
3/2-3/6	3/2: Mid-Winter Break (Snow Day Makeup)	4	122	4	128
3/9-3/13		5	127	5	133
3/16-3/20	3/20: 3rd Quarter Ends, Students, a.m., Records, p.m.	5	132	5	138
3/23-3/27		5	137	5	143
3/30-4/3	3/30-4/3: Spring Break				
4/6-4/10	4/10: Good Friday, No Students or Teachers	4	141	4	147
4/13-4/17		5	146	5	152
4/20-4/24		5	151	5	157
4/27-5/1		5	156	5	162
5/4-5/8		5	161	5	167
5/11-5/15		5	166	5	172
5/18-5/22		5	171	5	177
5/25-5/39	5/25: Memorial Day, No School	4	175	4	181
6/1-6/5	6/2-6/4: H.S. Final Exams, All Students Dismissed at 1:00 p.m.	5	180	5	186
6/7:	6/5: ½ day students a.m., Records, p.m. Commencement				

EXTRA DUTY - APPENDIX B

	97/98	97/98	97/98	97/98	97/98
ATHLETIC	(1)	(2)	(3)	(4)	(5)
BASEBALL:					
VARSIY	1,803	1,853	2,016	2,125	2,236
J.V.	1,419	1,501	1,585	1,668	1,756
BASKETBALL:					
VARSIY	2,574	2,726	2,884	3,035	3,192
J.V.	1,674	1,775	1,875	1,974	2,079
FRESHMAN	1,419	1,501	1,585	1,668	1,756
8TH GRADE	1,199	1,274	1,342	1,419	1,485
7TH GRADE	1,199	1,274	1,342	1,419	1,485
CHEERLEADING:					
H.S. (FALL)	1,287	1,367	1,439	1,520	1,594
H.S. (WINTER)	1,287	1,367	1,439	1,520	1,594
M.S.	720	763	804	850	892
SOCCER:					
H.S. SOCCER	1,287	1,367	1,439	1,520	1,594
ASSTT SOCCER	815	866	911	963	1,009
CROSS-COUNTRY:	1,160	1,224	1,281	1,345	1,402
FOOTBALL:					
VARSIY	2,574	2,726	2,884	3,035	3,192
VARSIY ASST.	1,674	1,775	1,875	1,974	2,079
HEAD JV.	1,674	1,775	1,875	1,974	2,079
J.V. ASST.	1,287	1,367	1,439	1,520	1,594
M.S.	1,199	1,274	1,342	1,419	1,485
M.S. ASST.	961	1,017	1,077	1,131	1,192
SOFTBALL:					
VARSIY	1,803	1,853	2,016	2,125	2,236
J.V.	1,419	1,501	1,585	1,668	1,756
TRACK:					
HIGH SCHOOL	1,803	1,853	2,016	2,125	2,236
H.S. ASST.	1,419	1,501	1,585	1,668	1,756
M.S. (COED)	961	1,017	1,077	1,131	1,192
VOLLEYBALL:					
VARSIY	1,970	2,087	2,205	2,329	2,449
J.V.	1,496	1,587	1,682	1,770	1,862
FRESHMAN	1,272	1,348	1,427	1,512	1,603
M.S.	1,043	1,107	1,167	1,233	1,293

<u>EXTRA DUTY CONTINUED</u>	97/98 (1)	97/98 (2)	97/98 (3)	97/98 (4)	97/98 (5)
WRESTLING:					
VARSITY	2,574	2,726	2,884	3,035	3,192
VARSITY ASST.	1,674	1,775	1,875	1,974	2,079
M.S.	1,043	1,107	1,167	1,233	1,293
ELEMENTARY	720	763	804	850	892

NON-ATHLETIC

ANNUAL:

H.S. IN-CLASS	519	560	598	639	677
H.S. OUT-OF CLASS	819	859	898	940	977
M.S.	445	471	500	527	553
ELEMENTARY	223	237	247	262	277

BAND CAMP: 894 945 999 1,050 1,107

BAND: 1,780 1,888 1,994 2,102 2,205

DRAMA:

DIRECTOR	1,116	1,180	1,251	1,314	1,383
ASST. DIRECTOR (MUSICALS)	335	354	373	394	416
BAND DIRECTOR	335	354	373	394	416
STAGE DIRECTOR	335	354	373	394	416

DRIVER'S EDUCATION / SATURDAY SCHOOL / SUMMER SCHOOL

M.S. HOMEWORK HOUR: \$ 16.69/HR.

	97/98 (1)	97/98 (2)	97/98 (3)	97/98 (4)	97/98 (5)
H.S. S.A.D.D.:	223	237	247	262	277
HONOR SOCIETY:	223	237	247	262	277
LIFE CLUB:	223	237	247	262	277
SKI CLUB:	223	237	247	262	277
SPANISH CLUB:	223	237	247	262	277
PHOTOGRAPHY CLUB:	223	237	247	262	277
BUSINESS CLUB:	223	237	247	262	277
ART CLUB:	223	237	247	262	277
NEWSPAPER:	445	471	500	527	553
FUTURE PROBLEM SOLVING:	445	471	500	527	553
SPELLING BEE:	445	471	500	527	553
JR. GREAT BOOKS:	445	471	500	527	553
M.S. MATH COACH:	445	471	500	527	553
M.S. VOCAL MUSIC	223	237	247	262	277
H.S. SCIENCE OLYMPAID:	597	621	648	676	702
M.S. SCIENCE OLYMPAID:	597	621	648	676	702

EXTRA DUTY CONTINUED

	97/98 (1)	97/98 (2)	97/98 (3)	97/98 (4)	97/98 (5)
YOUNG ASTRONAUTS:	223	237	247	262	277
YOUNG AUTHORS (2):	223	237	247	262	277
YOUNG AUTHORS COORDINATOR:	141	141	141	141	141
YOUNG WIZARDS:	597	621	648	676	702
H.S. STUDENT COUNCIL:	373	388	398	413	426
M.S. STUDENT COUNCIL:	373	388	398	413	426
4TH - 6TH CHORAL CLUB:	223	237	247	262	277
SPONSORS:					
GRADE 6TH-10TH	373	388	398	413	426
GRADE 11TH	636	654	672	694	717
GRADE 12TH	746	772	801	828	855

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AGREEMENT

THIS AGREEMENT, ENTERED into this 18th day of August, 1996, by and between the Board of Education of the Lawton Community Schools, Lawton, Michigan, hereinafter called the "Board" and the VBCEA/LEA, MEA-NEA, hereinafter called the "Association."

PURPOSE

The purpose of this Agreement is to set forth wages, hours and other conditions of employment.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified classroom teachers, temporary replacement teachers contracted to work or has worked in the same position over forty (40) work days, librarians, reading teachers, and guidance counselors under contract with the Board, but excluding supervisory and executive personnel and office, clerical, maintenance, operating employees, substitutes, and all other employees. The term 'teacher' when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this agreement.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Nothing contained herein shall be construed to prevent any individual teacher from presenting a personal complaint and having the personal complaint adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement. It shall be the responsibility of the individual teacher to request a representative of the Association to be present if they desire representation at the individual complaint adjustment.
- B. The Association and its members shall have the right to use school building facilities at other than school hours for meetings; providing the meeting is properly scheduled with the Superintendent.
- C. The Association reserves the right to grieve, in accordance with the procedure provided herein, when actions taken by the Board may be claimed to be contrary to this Agreement.

ARTICLE III

TEACHER PROTECTION

- A. Any case of assault upon a teacher should be promptly reported by the teacher to the immediate supervisor. The Board will advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- B. The Board will protect teachers against any loss, damage or destruction of clothing or personal property, except any registered motor vehicle of the teacher as a result of an assault while on duty in the school or on the school premises, if restitution is not made by the aggressor.
- C. Since the teacher's authority and effectiveness in the classroom is undermined without administrative backing and support of the teacher, the Board recognizes its responsibilities to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physician or other professional persons, the administration and Board will take all steps possible to serve the best interests of the pupil.
- D. Any adverse material must be brought to the attention of the teacher before being placed in their file if such material is to be used for future disciplinary or evaluation purposes.

ARTICLE IV

BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan, and the United States, including, and without limiting the generality of the foregoing, the right:
1. To the management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect to administrative and non-teaching activities and the terms and conditions of employment;
 6. To determine the size of the staff and the number, and or relocations of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation of offices, departments, divisions or sub-divisions, buildings or other facilities;
 7. To adopt rules and regulations for the operation and management of the schools and the school district;
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE V
PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are set forth in Appendix A which is attached to and incorporated in this agreement. Such salary schedules shall remain in effect for the duration of this agreement.
- B. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including mediation, shall be released from regular duties and his salary shall be deducted for time lost, to the extent of the substitute salary only. However, every effort shall be made by each party to hold meetings after school hours.
- C. Teachers performing extra-duty assignments as set forth in Appendix B shall be paid in a lump sum on the first payday after all their obligations (including inventory) have been completed, or the second payday if the first payday is too soon to reasonably allow for payment. It is understood and agreed that teachers will not be paid for extra-duty assignments until their obligations (including inventory) have been completed.
- D. Salary Payment Schedule - Each teacher will be given three payment schedule options as listed below:
1. Twenty-six (26) bi-weekly paychecks;
 2. Twenty-six (26) bi-weekly paychecks with the option of receiving a lump sum on the first scheduled pay period after the completion of the teacher school year, or;
 3. Twenty-one (21) bi-weekly paychecks.

Each teacher must notify the business office in writing by August 15th, of each school year as to which of the above three options he or she prefers. New teachers must notify the business office in writing soon after the initial hire and a week prior to their first paycheck. The date of the first check shall be August 30, 1996, provided the teacher(s) report for duty as scheduled by the school calendar.

PROFESSIONAL COMPENSATION, continued

New teachers will be placed on Option A if they do not notify the business office. If a returning teacher does not notify the Board by August 15, he/she will be placed on the same option he/she had the previous year.

- E. Experience credit for new teachers to the system: The Board may allow up to a maximum of ten (10) years experience credit on the salary schedule for previous teaching experience as a certified teacher. The amount of credit for prior teaching experience is negotiable between the prospective new teacher and the Board. New teachers will be given a copy of this provision before an agreement is reached on the amount of credit to be granted for prior teaching experience.

Temporary replacement teachers, however, shall normally be paid the rate designated on Step 1 of the B. A. column. The Board may, however, grant up to ten (10) years credit on the appropriate schedule for up to ten (10) years of previous successful teaching experience.

- F. Any change in degree status will be honored immediately upon notification either by official transcript, or by notification by the Dean of the graduate school. The effective date of the change of status will be the date credits or degrees are awarded.

- G. Retirement Benefits: The Board shall participate to the benefit of all professional employees in the "non-contributory plan" for public school employees as adopted July 13, 1974, House Bill #5888. Retirement increases for 1997-98, the retirement increase above the current 15.17%, which is currently paid by the Board, will be split 1/3 Teachers, 2/3 Board. This will be implemented in a way that is best for the Teachers within legal and retirement limits.

- H. Saturday School: Teachers will be paid if they are not notified by Thursday at 3:00 p.m. that the class is canceled for the following Saturday.

- I. The Board will continue to pay teachers 1/5 of their salary for teaching a class during their planning time. This does not apply to temporary substitute situations on a day-to-day basis.

ARTICLE VI
TEACHING HOURS

- A. Teachers' hours shall begin at 8:00 o'clock a.m. and end at 3:20 p.m. Attendance of teachers past normal hours for formal staff meetings may be required.

The Board will make every effort to employ a responsible person to supervise the students so that all teachers may be entitled to a duty-free lunch period equivalent in length to the regular lunch hour of the students.

Recognizing that informal interaction with students outside the classroom setting is valuable, the staff will greet and converse with students throughout the building during the instructional day.

- B. Official notice for not reporting for duty will be by telephone through the "fan-out" system.
- C. Preparation of records: One-half ($\frac{1}{2}$) day released time shall be provided each marking period for this purpose.
- D. Conferences: One-half ($\frac{1}{2}$) day released time shall be provided when teachers are scheduled to be present for Parent-Teacher Conferences.

ARTICLE VII
TEACHING LOADS AND ASSIGNMENTS

- A. Teachers should not be assigned, except briefly or temporarily and for good cause, outside the scope of their teaching certificates in their major or minor field of study. Two (2) weeks before any staff vacancy is advertised it shall be announced to the faculty permitting qualified secondary teachers to apply for assignment to their major or minor field of study and elementary teachers to transfer to the grade level of their choice. Staff members shall have ten (10) days from date of announcement to apply, except when a vacancy occurs after July 15 and before September 15. This section shall not apply to Temporary Replacement Teachers.
- B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school will be notified and consulted by their principal as soon as practicable. Such changes should be voluntary.

TEACHING LOADS AND ASSIGNMENTS. continued

Reasonable effort should be made to avoid reassigning elementary teachers, within their first two (2) years of probation, to different grade levels unless the Teacher requests such a change or the failure to reassign the teacher would cause more senior teacher to be laid off. This section shall not apply to Temporary Replacement Teachers.

- C. **ELEMENTARY COMMON PLANNING TIME:** Each teacher grades K-6 shall have one (1) hour of unassigned time per day, excluding duty-free lunch, this shall include one (1) segment of no less than thirty (30) minutes.
- D. The normal weekly teaching loads in grades six (6) through eight (8) shall be twenty-five (25) teaching periods and five (5) unassigned preparation periods per week.
- E. The normal weekly teaching loads in grades nine (9) through (12) will be twenty-five (25) teaching periods and five (5) unassigned preparation periods per week.
- F. Maximum class size per teacher should be a concern, and the Board will strive for a maximum size of twenty-five (25).

In situations where individual classes exceed thirty (30), then the matter may be referred to the Administration by the Association in order to explore forms of relief. The Administration shall meet with the Association and respond to the issue within fourteen (14) days.

If the class size issue is not resolved to the satisfaction of the Association, the Association may appeal the issue to the appropriate Board of Education Committee. The Board of Education Committee will conduct a hearing within fourteen (14) days. The Board shall respond to the issue within fourteen (14) days after the hearing.

The Board will make a reasonable effort to provide each teacher with his/her tentative class list by no later than two (2) weeks before school is scheduled to start in the fall. These class lists shall not be considered as final.

TEACHING LOADS AND ASSIGNMENTS, continued

G. The parties agree to the following concerning the establishment of a District-wide Curriculum Council:

1. Council will exist on a school year basis.
2. The council will consist of two (2) teachers from each building and two (2) to three (3) "at-large" teachers, as needed. The appropriate administrators will also serve and meet with the council.
3. The council will meet four (4) to five (5) times during the school year on student days from 1:00 p.m. to 4:00 p.m. During these meetings, the Board will provide for released time during student hours. When the Curriculum Council meets outside the regular school hours, the hours will be reimbursed at the Driver's Ed. rate.
4. During the summer, the council will plan to meet approximately five (5) days for 6-7 hours per day. There may be additional teachers assigned to work during the summer. Reasonable effort will be made to schedule the work times at mutually agreeable times with the understanding that the teachers have made a commitment to serve on the council and the Board recognizes that there are legitimate reasons why a teacher may not be able to work during the summer.
5. The teacher council members will be "generated" from each building, utilizing the building staff and the Association.
6. Teacher members will be paid at the "drivers education" rate for time worked beyond 4:00 p.m. on student days or outside the regular school year.

H. School Improvement Conferences - Teachers may be reimbursed hotel expense for principal approved school improvement conferences in the state. One (1) day conferences in excess of 100 miles one way will be reimbursed for one (1) night stay. Two (2) day conferences in excess of 60 miles one way will be reimbursed one (1) night stay. Teacher conferences approved by principals for purposes other than school improvement will not be reimbursed for hotel expenses. Registration and mileage expenses will be reimbursed.

ARTICLE VIII
SICK LEAVE PAY

- A. All teachers in the employ of the Board shall be granted paid sickness or serious illness leave with an accumulation of up to one hundred ten (110) paid days. A sickness leave will be defined as a day when a teacher is too ill to report to school. A teacher should call before 6:45 a.m., even if a substitute is not needed until the afternoon or needed at all. Proof of illness shall be submitted if requested.
- B. Sickness or serious illness leave shall be granted on the basis of one (1) day per month of employment to the total of ten (10) days per year for probationary teachers. If the probationary teacher completes the full school year and fulfills his or her contractual obligation per-dium salary deducted due to sick leave that was unearned at that time shall be repaid with the teacher's last pay period of that school year. Tenured teachers shall receive ten (10) days per year of sickness or serious illness leave to be credited at the beginning of the school year. Tenured teachers who exhaust their sick leave and leave the employment of the Board during the school year shall incur a per-dium payroll deduction for each day of illness beyond their monthly credit.

Sick leave may be used for serious illness in the immediate family, i.e. father, mother, husband, wife, or children, (including step-children). Sick leave may also be used for serious illness of a brother, sister, step-father, or step-mother but will be limited to ten (10) days and does not include in-laws.

- C. All teachers in the employ of the Board will be granted one (1) paid leave day per year with second day chargeable against sick leave for personal business. The teacher will notify the building principal or Superintendent, in writing, two (2) days or more in advance of the date the leave should be granted, except in cases of emergencies. The number of teachers allowed on personal business days shall be limited to two (2) per building on any given day, except in cases of emergencies. Teachers shall not be entitled to leave days as herein provided to be taken on days contiguous to school vacation periods.

SICK LEAVE PAY, continued

One (1) unused personal business day if available will be "banked" and carried over to the next year making a total of three (3) days available to the teacher during the following year. This process will be repeated each year if the teacher has at least one (1) unused personal business day at the end of each school year. There will be a maximum of three (3) days available in any given year.

All unused personal business days which are not used or forwarded to be "banked" will be transferred to the teacher's accumulated unused sick days.

Benefits provided pursuant to this section shall be granted to Temporary Replacement Teachers on a pro-rated basis.

- D. Any teacher who is absent because of an injury compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his regular salary. Any loss of time covered by Worker's Compensation shall not be charged against sick leave, such difference in pay to be deducted from sick leave. All claims should be filed with the Superintendent's Secretary. (Forms are available with the Sup'ts. Secretary.)
- E. Any teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence, without pay, for a period equal to his continuous length of service with the district, but not for more than a total of two (2) years. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position if or when available. This section shall not apply to Temporary Replacement Teachers.
- F. Attendance at a ceremony awarding an academic degree to a staff member for such portion of one (1) day as is necessary is chargeable first against business leave, then against sick leave. This section shall not apply to Temporary Replacement Teachers.
- G. One (1) day for attendance at the school graduation of a son, daughter, husband, or wife is chargeable against business leave first, then against accrued sick leave.

SICK LEAVE PAY, continued

- H. Approved visitation at other schools or for attending approved educational conferences or conventions. At the Administration's discretion, administration leave may be granted for such purposes, such leave not to be charged against accrued business or sick leave.
- I. Time chargeable against either accrued sick leave or business leave may be granted at the discretion of the Administration for the following purposes:
1. Court appearance as a witness, except where the teacher is a Plaintiff vs. the Board of Education. (All witness fees will be paid to the District.)
 2. Teachers who are dismissed after one half-day ($\frac{1}{2}$) of jury duty or testimony shall report to school for the balance of the school day or be charged for one-half ($\frac{1}{2}$) sick day or personal business day.

Teachers who are called for jury duty or are subpoenaed to give testimony before any legal, judicial, or administrative tribunal shall be compensated for the difference between their teaching salary and that which they receive for performance of such duty. Time shall not be charged against sick days or personal business days.

Teachers shall submit their check stubs from the court to the Business Office so that an exact copy of court payment can be made.

Teachers shall call the Administration if they are released in one-half ($\frac{1}{2}$) or less of a day. The teacher and the Administration will resolve whether or not it is possible or practicable to return to school for the balance of the day. The teacher will be charged one-half ($\frac{1}{2}$) day sick or personal business day if the teacher does not return and it was possible or practicable to return.
 3. Time necessary to take the selective service physical examination.
- J. Five (5) days for each death in the immediate family, i.e. spouse, child (including step-child) or parent. Three (3) days for each death of a brother, sister, or step-parent. One (1) day for each death of extended family members, i.e. grandparents, grandchildren, in-laws, aunts, uncles, and/or cousins. Said days to be chargeable against accrued sick leave. Teacher must attend funeral of deceased to be granted said days. Additional time chargeable against sick leave may be granted at the discretion of the Administration.
- K. Upon appropriate notice, up to five (5) days per year for the Association unit may be used for the purpose of members participating in Association activities that cannot be conducted at times other

SICK LEAVE PAY, continued

than the teacher's work days. The Association shall reimburse the Board for the teacher's salary when such days are used, and the Board shall pay the substitute.

L. Upon retirement, teachers shall be paid sixty percent (60%) of the current per-diem daily substitute teacher's stipend for accumulated sick days up to a maximum of one hundred ten (110) days.

M. Sick Bank:

1. The Association will administer the bank on a case by case basis.
2. The days contributed will be on a voluntary basis.
3. The maximum number of days which can be utilized the first year (93-94) will be thirty (30) days.
4. Thirty (30) additional days will be added to the maximum each succeeding year with a cap of seventy-five (75) days.
5. Unused days each year will be rolled over to the next year up to a maximum of seventy-five (75) days.

ARTICLE IX

LEAVE OF ABSENCE WITHOUT PAY

A. Maternity Leave.

1. A maternity leave shall, upon written request, be granted without pay, when the teacher is no longer able to adequately perform the duties to which she is regularly assigned. The teacher shall resume her duties no later than two (2) full semesters from the date the leave began.
2. A member of the teaching staff adopting a child shall approach the Board of Education on an individual basis regarding leave of absence.

B. Military leaves of absence shall, upon written request, be granted to any teacher who shall be drafted or shall enlist for military duty in any branch of the armed forces of the United States. Such leave shall not extend beyond the initial period of enlistment or induction. Re-employment rights shall be granted in accordance with Section 388:421 and 388:422 of the General School Laws of the State of Michigan.

LEAVE OF ABSENCE WITHOUT PAY, continued

C. Sabbatical Leave

1. Teachers who have been employed for seven (7) consecutive years by the Board of Education may be granted a sabbatical leave for professional improvement up to one (1) year. It is agreed that professional improvement includes, but is not limited to; attending a college, university, or other educational institution, or travel which would improve the teacher's ability to teach.
2. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public Employees Retirement Board.
3. It is agreed that no more than five percent (5%) of the total teaching staff shall be granted sabbatical leave at any one time.

D. Any faculty member granted a leave of absence for two (2) years or less will be reinstated to a teaching position upon his return.

E. This Article shall not apply to Temporary Replacement Teachers.

ARTICLE X

GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services of or failure to re-employ any probationary teacher;
2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;
3. Any matter involving teacher evaluation; except evaluation procedures as addressed in Article XII, Section A. of this Agreement;
4. Any matter for which there is recourse under State or Federal statutes.

It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

GRIEVANCE PROCEDURE, continued

- B. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Any written grievance not in accordance with the grievance form may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- E. **Level One** - A teacher alleging a violation of the express provisions of this contract shall within seven (7) days of its alleged occurrence orally discuss the grievance with the building Principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher may reduce the grievance to writing and proceed within eight (8) days of said discussion to Level Two.

Level Two - A copy of the written grievance may be filed with the building Principal and the Principal shall arrange a meeting with the grievant within five (5) days of receipt of the grievance.

Within five (5) days of the meeting the Principal shall render his/her decision in writing, transmitting a copy of the decision to the grievant.

If the Principal's answer is not satisfactory to the grievant, the grievant may, within five (5) days of receipt of the Principal's answer, appeal the grievance, in writing, to the Superintendent.

Level Three - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level Two with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association

GRIEVANCE PROCEDURE. continued

representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building Principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

Level Four - Upon proper application as specified in Level Three, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building Principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Five - Individual teachers shall not have the right to process a grievance at Level Five.

1. If the Association is not satisfied with the disposition of the grievance at Level Four, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Five not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.

GRIEVANCE PROCEDURE. continued

3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. He shall have no power to establish salary scales.
 - c. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - d. He shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
 - e. He shall have no power to interpret State or Federal law.
 - f. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
 - g. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - h. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written manual consent and then only if they are of similar nature.
 - i. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - j. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

GRIEVANCE PROCEDURE. continued

- F. The fees and expenses of the arbitrator shall be shared at the rate of fifty percent (50%) for the Association and fifty percent (50%) for the Board.
- G. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred.
- H. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

ARTICLE XI

TEACHER EVALUATION

- A. The Association and the Board agree that teacher evaluation is the responsibility of the Board.
- B. The Association and the Board further recognize that as a condition of employment, work performance shall be evaluated continuously. Further, that work performance includes classroom performance and professional responsibility.

TEACHER EVALUATION, continued

- C. Specifically classroom observation shall be conducted openly and with the knowledge of the teacher. All reports of classroom observations or evaluation will be presented in writing and signed by both parties at the time of the interview or within ten (10) days thereafter, two (2) copies going to the teacher, and one (1) copy going to the Administration.
- D. The focus is upon enhancing the professional growth and improvement of instruction of educators by providing a common understanding of how the effective teacher functions with respect to each of the scales describing teaching excellence.

Purpose:

The evaluation process is designed to assure quality education providing:

1. Reinforcement of current strengths
2. Growth through professional development
3. Change as suggested by research
4. Learning through self-evaluation
5. The basis for individual development plans if required

In evaluating teaching effectiveness, each teacher's performance is measured against specific criteria rather than against the performance of other teachers. This approach is analytical as opposed to comparative, and specific by behavioral description as opposed to general in nature.

Each scale consists of three levels of competence; Exceeds Expectations, Fully Effective and Needs Improvement. A Fully Effective teacher is the target goal. It is recognized that as in any profession, there are individuals who demonstrate skills and activities that exceed the norm and it is the desire of the administration to recognize those efforts on any of the scales by indicating that the individual exceeds expectations. Any citation on any scale indicating needs improvement will be followed with an individually and specifically designed I.D.P. as required by the Tenure Act.

IDPs for probationary staff shall be developed immediately following the first observation at the latest. IDPs will be substantially based on the scales of this instrument.

The performance of all teachers shall be evaluated in writing in a narrative form. The scales and their descriptions shall be used as a basis for the evaluation. The evaluation process

TEACHER EVALUATION, continued

includes formal and informal observations by the administration. Probationary teachers shall receive minimally two written evaluations per year at least 60 days apart. Tenured teachers shall be evaluated minimally once every three years, but may be evaluated more often at the discretion of the administration. The first probationary teacher evaluation each year shall be completed by November 1st and the second at least sixty days later, but not later than February 28th. Tenure evaluations shall be completed by April 30th and annual goal reviews by May 20th. Observations and evaluations should not be confused. Any number of observations may be conducted by the administration. The administration will notify the instructional staff at least twenty-four hours in advance of the period of time during which formal observations will take place. It is the intent of the administration to discuss formal observations with the teacher within a reasonable time (i.e. 1 or 2 working days following such observations). The purpose of such is to provide immediate feedback to the teacher, provide any guidance if needed, and provide an opportunity for teacher input into the evaluation. Within 10 days of the pre-evaluation conference, a written formal evaluation shall be prepared and discussed with the teacher.

Evaluations shall be conducted by the building principal. At the request of the teacher or the building principal, an additional evaluation may be conducted by another building principal in the district or by the district superintendent.

Four copies (two for the teacher, one for the principal and one for the district personnel file) shall be signed by both the teacher and the principal. The teacher shall have the right to comment on all or any part of the evaluation in writing and it shall be attached to the evaluation for placement in the district file. Signing the evaluation does not mean the teacher agrees or disagrees with the content of the evaluation, merely that they have read the report and have received copies.

In addition to this evaluation process all teachers will submit annual goals to the principal. Principals shall review the progress on these goals with the teacher on at least an annual basis. Goals shall be established and submitted by October 1st each year. Certain goals may span multiple years. The review of goal progress shall serve as the evaluation process for those tenured teachers not scheduled for a formal evaluation.

TEACHER EVALUATION. continued

The evaluation is primarily for the improvement of instruction and to provide a method of communicating assessment of teacher performance. If it becomes necessary for termination of services, due process will be followed as stipulated in the Michigan Tenure Law.

In addition to this portion of the evaluation process, teachers will also be asked to submit three year goals which will be reviewed and updated with the administration annually.

INSTRUCTIONAL IMPROVEMENT PLAN FOR LAWTON COMMUNITY SCHOOLS

SCALE 1

SUBJECT MATTER - KNOWLEDGE FOR TEACHING

Description:

The teacher should have a balanced program of academic and professional preparation, knowledge of subject and related subjects, as well as an extensive background of general knowledge and current information which can be related to teaching.

Exceeds Expectations:

The teacher demonstrates a thorough command of the subject, and reveals a wealth of general knowledge and current information.

Fully Effective:

The teacher displays adequate knowledge of subject and related areas; shows awareness of current information.

Needs Improvement:

The teacher reveals a limited or inadequate knowledge of subject matter.

SCALE 2

USE OF INSTRUCTIONAL MATERIALS

Description:

Materials and technological tools are only valuable insofar as the teacher is resourceful, flexible and creative in the use of them. In the selection and use of materials and tools, the effective teacher will take into full account individual differences in each students' ability, experience and maturity.

Exceeds Expectations:

The teacher provides and makes effective use of a wide variety of appropriate materials and/or technological tools, exhibits resourcefulness and imagination in their use, and encourages experimentation.

TEACHER EVALUATION. continued

Fully Effective:

The teacher uses standard materials and/or technological tools in a routine manner, occasionally uses more stimulating instructional materials and permits experimentation.

Needs Improvement:

The teacher makes limited use of standard materials and tools, and rarely uses stimulating materials.

SCALE 3

INSTRUCTIONAL OBJECTIVES

Description:

Each teacher should have educational goals which give a general overview of what the student should be able to do or know. Instructional objectives should be written to give specific performance levels expected of students to prove they have met the educational objective.

Exceeds Expectation:

The teacher develops educational goals in broad terms; develops clearly defined objectives, continually evaluates the objectives, and changes objectives when necessary to be assured that all objectives are valid and meet the educational goal.

Fully Effective:

The teacher develops and evaluates objectives making changes when appropriate.

Needs Improvement:

The teacher does not define objectives or establishes objectives which are inadequate or unrelated to the curriculum; or shows no evidence of objectives.

SCALE 4

STUDENT ASSESSMENT

Description:

Evaluation should show the student, parent and others concerned what progress is being made toward achieving established outcomes. The effective teacher leads students to assume an important role in the assessment of their growth and development.

Exceeds Expectations:

The teacher uses assessment procedures appropriate for class or grade objectives; keeps complete records; reports progress to students and parents; and involves students in assessment processes.

Fully Effective:

The teacher employs adequate measuring devices, keeps accurate records, reports grades to students and parents and discusses grades with students.

Needs Improvement:

The teacher employs some measuring devices, keeps poor or inadequate records, assigns grades without relation to class or grade objectives, and confuses students as to the basis for grades.

TEACHER EVALUATION. continued

SCALE 5

ORGANIZATION OF LEARNING ACTIVITIES

Description:

The effective organization of learning activities involves having well defined objectives and outcomes, having meaningful and varied daily classroom activities that are relevant for the course, having assignments clearly made and related to the progress of the course, having equipment ready to use and having sufficient flexibility to make classroom adjustments. Timing is an important aspect of thorough planning. A competent teacher senses when classroom activities are moving too rapidly for students' comprehension or so slowly that boredom is imminent and adjust instruction accordingly.

Exceeds Expectations:

The teacher organizes varied classroom activities effectively and relates carefully prepared and meaningful assignments to goals, objectives and outcomes.

Fully Effective:

The teacher makes good use of assignments, daily lessons and various activities in relation to goals, objectives and outcomes.

Needs Improvement:

The teacher introduces very little variety in activities, makes ineffective use of assignments and demonstrates evidence of inadequate preparation and organization.

SCALE 6

CLASSROOM MANAGEMENT

Description:

The establishment of orderly and efficient procedures for classroom routines is closely associated with the development of high standards of self-discipline. The atmosphere within the classroom has a marked effect upon the instruction and learning which takes place. Effective classroom management involves maintaining sufficient system and order to provide a wholesome and productive atmosphere. The teacher creates this climate through maintaining orderly and efficient classroom routine, helping students become responsible, productive and self-disciplined and developing mutual respect for the rights, properties and opinions of others.

Exceeds Expectations:

The teacher by using effective classroom procedures maintains good control in a productive atmosphere, encourages students to practice self-discipline and to follow standards of good conduct willingly.

Fully Effective:

The teacher establishes acceptable standards, requires compliance, maintains control and follows set routine.

Needs Improvement:

The teacher ineffectively applies rules and regulations, lacks firmness and considers routine unimportant and unnecessary.

TEACHER EVALUATION. continued

SCALE 7

MOTIVATION FOR LEARNING

Description:

The well motivated teacher awakens the student's stake in learning activities and helps set realistic goals, guarding against frustration of failure or the boredom of easy achievement. The direction and degree of student involvement in daily class activities, eagerness in participation and extension of curiosity through exploring many materials do reflect the effectiveness of motivational procedures used in the classroom.

Exceeds Expectations:

The teacher radiates enthusiasm, provides a stimulating environment based upon student interests, needs and ideas; awakens student interest to the values of the learning activities and utilizes appropriate motivational techniques.

Fully Effective:

The teacher recognizes student interests and needs, attempts to utilize them for effective motivation and to develop new interests for learning.

Needs Improvement:

The teacher makes no attempt to relate classroom activities to student interests and needs, demonstrates little evidence of positive motivation and encouragement of student efforts.

SCALE 8

PROVISION FOR INDIVIDUAL DIFFERENCES

Description:

Provision for individual differences (A.D.D., A.D.H.D., special education categories, A.D.A.) implies understanding by the teacher of the many ways in which individuals differ. The teacher should accept each student as is. The teacher must foster an atmosphere in which students respect and accept each other.

Exceeds Expectations:

The teacher recognizes the uniqueness of the individual, creates an atmosphere of acceptance of self and others, provides for the needs, interests and abilities of students, adapts methods of conduct to individual levels of growth.

Fully Effective:

The teacher accepts the individuality of students, and makes some provision for individual differences in needs, interests and abilities.

Needs Improvement:

The teacher expects uniform performances, and disregards interests and needs of individual students.

TEACHER EVALUATION, continued

SCALE 9

TEACHER-STUDENT RAPPORT

Description:

Good teacher-student rapport contributes to the learning process. The teacher should enjoy associations with students and should extend those associations outside of the classroom. The effective teacher assumes certain student guidance responsibilities in order to educate each child. The teacher realizes limitations in certain areas and refers students who need assistance to appropriate personnel. The effective teacher works cooperatively with the counselor and professional support personnel to help students solve their own problems.

Exceeds Expectations:

The teacher creates an atmosphere in which mutual respect is evident; enjoys professional association with students, shows sympathetic understanding of students and their problems, uses information about students in teacher counseling procedures, and cooperates with the counselor and other professional support personnel.

Fully Effective:

The teacher understands most students' problems, helps with a student problem when requested by the student, parents, counselor or professional support personnel; earns students' respect, and accepts professional association with students.

Needs Improvement:

The teacher ignores or fails to recognize student problems, refuses to work with or accept assistance from specialized counseling services; fails to command student respect, alienates students, and tolerates association with students when necessary.

SCALE 10

SOCIAL RELATIONSHIP IN THE CLASSROOM

Description:

To be effective the teacher must be able to establish appropriate relationships among students, both individually and in groups. Effective interaction of groups and individuals depends upon attitudes of mutual respect and courtesy. The skillful teacher assists students to develop and practice the kind of social relationship skills needed for participation in a democratic setting - be it school, the community or the nation.

Exceeds Expectations:

The teacher assists and encourages students to develop mutual respect and effective interaction resulting in high morale and mutual respect.

Fully Effective:

The teacher maintains courteous relationships in the classroom.

TEACHER EVALUATION, continued

Needs Improvement:

The teacher evidences little or no concern for interpersonal relationships, does little to promote courtesy, and permits rejection, antagonism and hostility among students.

SCALE 11

PHYSICAL ENVIRONMENT OF CLASSROOM

Description:

The effective teacher recognizes the contribution which physical environment makes to an optimum learning situation. The teacher's interest in student subject matter can be observed to a considerable degree by noting in the classroom the arrangement of furniture, the aesthetic impression and the general tidiness.

Exceeds Expectations:

The teacher always organizes space effectively for learning activities, displays student work, provides appropriate learning displays.

Fully Effective:

The teacher changes classroom arrangement on occasion for effective learning and maintains a safe and orderly environment.

Needs Improvement:

The teacher makes limited or no effort to provide conditions appropriate for effective learning and accepts and uses the classroom as it is found.

SCALE 12

CARE AND USE OF EQUIPMENT

Description:

The educational process requires a variety of equipment and materials. The teacher has the obligation to care for these materials and equipment in such a way that maximum use is offered. Such materials and equipment includes tools, supplemental books, A.V. equipment, science equipment, computers, as well as standard classroom furnishings, such as desks, chairs and shades. The effective teacher demonstrates efficient and effective use of materials and equipment, takes initiative to prevent damage in and out of the classroom, and suggests needed repairs. The teacher shows appropriate concern for the safe use of all materials and equipment, especially potentially dangerous tools. In the regular operation of the class, the teacher plans routine for careful, effective and safe use of materials and equipment.

Exceeds Expectations:

The teacher demonstrates diligent concern for the proper care and safe use of materials and equipment.

Fully Effective:

The teacher exercises concern in the safe use of materials and equipment.

TEACHER EVALUATION, continued

Needs Improvement:

The teacher shows laxity in the care and safe use of materials and equipment.

SCALE 13

PERSONAL CHARACTERISTICS IN THE CLASSROOM

Description:

Quality of voice, personal mannerisms, and general appearance can enhance or detract from the effectiveness of the teacher. The appearance of the teacher can have a significant effect on the reaction of the class. The teacher should exhibit good taste in dress and use of language. A disagreeable voice, manner or appearance can divert the attention of students from the learning situation.

Exceeds Expectations:

The teacher presents an effective professional image through a combination of manner, voice, and appearance.

Fully Effective :

The teacher presents an acceptable image through manner, voice and appearance.

Needs Improvement:

The teacher distracts the class occasionally and diverts attention from objectives by mannerisms, voice and/or appearance.

SCALE 14

PROFESSIONAL GROWTH

Description:

The rapid growth of knowledge necessitates a continuous program of study for teachers so that they may keep abreast of current developments and research. The professional teacher will keep informed of new developments in related fields.

Exceeds Expectations:

The teacher pursues a long-range program of professional growth; seeks self improvement constantly; and keeps well informed of new developments in related fields.

Fully Effective:

The teacher maintains interest in professional growth.

Needs Improvement:

The teacher takes little or no advantage of professional growth opportunities.

TEACHER EVALUATION. continued

SCALE 15

PROFESSIONAL AND PERSONAL ETHICS

Description:

The effectiveness of the total educational program is reflected in the cooperative spirit of the teacher who works positively in relation to colleagues and school system. The teacher supports existing policies while seeking revision and change through established procedures.

Exceeds Expectations:

The teacher demonstrates consistent loyalty to the school, colleagues and profession; supports policies and regulations in a positive manner, willingly cooperates with other staff members, and enhances the profession by personal conduct.

Fully Effective:

The teacher cooperates by accepting policies and following established regulations, and shows acceptable standards of personal conduct.

Needs Improvement:

The teacher disregards or reluctantly follows school policies, shirks professional responsibilities, and is uncooperative in staff relationships.

SCALE 16

AWARE OF TOTAL SCHOOL PROGRAM

Description:

The effective teacher works with school personnel to fulfill the mission of the school. Through his/her understanding of the mission, develops and implements his/her own program, articulating it to the total school program. The teacher contributes to the flexibility of the school program by participating in curriculum development.

Exceeds Expectations:

The teacher relates his/her program to the mission of the school system and cooperates effectively in the development, evaluation and revision of the total program.

Fully Effective:

The teacher participates in the development and evaluation of the total school program.

Needs Improvement:

The teacher participates reluctantly in the total school program or develops his/her own program without regard for the total school program.

TEACHER EVALUATION, continued

SCALE 17

TEACHER-PARENT RELATIONSHIPS

Description:

The effective teacher establishes a warm friendly climate in which parents feel that the school and the home form a partnership in educating the student. The teacher who works successfully with parents encourages them to acquaint themselves with class work and school events. The teacher knows when to solicit cooperation of parents to enhance the student's education. The teacher takes the initiative in keeping parents informed of their child's progress, and also in helping them understand the overall educational program.

Exceeds Expectations:

The teacher works effectively with parents in soliciting their assistance in achieving objectives of the school and supporting school policies, takes initiative to inform parents of student progress and encourages parents cooperation in working for students' continued progress.

Fully Effective:

The teacher makes periodic reports to parents, works cooperatively with parents in achieving school objectives and in supporting school policies.

Needs Improvement:

The teacher makes little or no effort to secure cooperation of parents in achieving school objectives, makes required reports to parents but shows reluctance to meet with them to supply additional information of student progress, and demonstrates a lack of tact revealed in contacts with parents.

SCALE 18

COMMUNITY AWARENESS

Description:

The effective teacher locates and uses the resources of the community which will add depth and scope to the program. The primary purpose in using community resources is to enrich and reinforce the learning experiences. To this extent, the community is an extension of the classroom. The use of all community resources should be consistent with the objectives of the class.

TEACHER EVALUATION, continued

Exceeds Expectations:

The teacher demonstrates effective planning and utilization of readily available community resources consistent with the objectives of the class (i.e. field trips, speakers).

Fully Effective:

The teacher utilizes some community resources for enrichment learning activities and encourages community involvement in the education process.

Needs Improvement:

The teacher shows little or no regard for the relationship of school to community.

ARTICLE XII

JUST CAUSE AND REPRESENTATION

A. Just Cause

No teacher shall be reprimanded, disciplined, or discharged without just cause, provided:

1. Probationary employees shall be exempted from just cause.
2. Extra-curricular positions shall be exempted from just cause.
3. Evaluations shall not be grievable but the evaluation procedure as delineated in Article XI of this Agreement may be subject to the grievance procedure, excluding arbitration, if the alleged procedural error is of a substantive nature.
4. Nothing contained herein shall allow any grievance to be instituted over a matter which is within the authority of the Tenure Commission to decide.
5. Probationary teachers shall be excluded from this section of this Article only to the extent that any grievance filed under this Article shall not be subject to arbitration.

B. Representation

An employee who is being reprimanded and/or disciplined shall be allowed to have a Building Representative present, if requested by the employee, provided:

1. The presence of the Association Representative does not delay the hearing more than one (1) hour, and
2. The employer will allow the Building Representative to be released from teaching duties for the duration of the hearing if a suitable replacement can be found, and if the hearing is scheduled by the employer during teaching hours.

ARTICLE XIII

SUPERVISING TEACHERS OF STUDENT TEACHERS

- A. Supervising teachers of student teacher shall be tenured teachers possessing a minimum of a B.A. degree.
- B. Monies paid to the district by the placing Universities shall be supplemental credit to the department or grade level account in which the student teacher is assigned. They shall be used at the discretion of the supervising teacher through normal requisition.

ARTICLE XIV

REDUCTION IN PERSONNEL

- A. If the Board decides to reduce the size of the teaching staff the following procedure shall be used:
 - 1. Probationary teachers shall be laid off first, according to seniority, certification, and qualifications provided there remain teachers who are certified and qualified to teach in the vacant positions;
 - 2. If further reductions are made tenure teachers shall be laid off, according to certification, qualification and seniority, provided there remain teachers who are certified and qualified to teach in the vacant positions.
- B. Seniority
 - 1. Seniority is defined as length of continuous service with the District, as of the teacher's effective date of employment. In the circumstances of more than one (1) individual beginning employment on the same date, the seniority date shall be the day the teacher signed the contract. In the circumstance of more than one (1) teacher signing their contract on the same day, all individuals so affected will participate in a drawing to determine position of the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.
 - 2. Effective the 1982-83 school year, seniority shall not accrue for any time a teacher is on non-paid leave exceeding thirty (30) work days in a school year. For purposes of this section, a school year is defined as the total number of teacher work days in a normal school year.
 - 3. Effective the 1982-83 school year, seniority shall accrue on a pro-rated basis to part-time teachers working less than one half (1/2) time. Degree of part-time status shall be determined by amount paid to teacher.

REDUCTION IN PERSONNEL, continued

- C. Temporary Replacement Teachers shall always have zero (0) seniority. However, upon being retained as a regular teacher, seniority shall accrue from the most recent continuous hire date as a Temporary Replacement Teacher.

- D. A teacher shall lose seniority rights if he/she retires, resigns or is discharged for just cause, or leaves the District, or fails to return from layoff on time, or is not recalled from layoff within two (2) years from date of layoff.

- E. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy.

- F. No new teacher shall be employed by the Board while there are teachers of the bargaining unit who are laid off, unless there are no laid off teachers with proper certification and qualifications to fill the vacancy which may arise (unless the layoff has been for more than two (2) years).

- G. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher.

- H. In the event a layoff is contemplated the teacher(s) who will be laid off shall be given thirty (30) days notice prior to being laid off. It is understood that such notice may be sent by the Superintendent and shall be subject to the approval, denial, or alteration by the Board.

- I. Qualified shall be defined as follows:
 - 1. Elementary Classroom (K-6) - Teachers assigned to elementary classroom positions shall be deemed qualified if they are certified as elementary classroom teachers.
 - 2. Grades 7 and 8 - teachers assigned to grades 7 and 8 shall be assigned within their major or minor fields of study, to be determined by an accredited college or university transcript showing at least a minor of not less than fifteen (15) semester hours or its equivalent in term credits. Teachers

REDUCTION IN PERSONNEL, continued

will be considered qualified if they have one (1) semester or more teaching experience in a given subject area in which they are assigned with the Lawton Community Schools within the past five (5) years.

Teachers will be considered qualified for one (1) year in the subject area in which they are assigned if they have less than fifteen (15) semester hours, but have nine (9) semester hours or more in the subject area. Such teachers must show proof of enrolling for the necessary semester hour(s) to make them qualified and must successfully complete the hours within one (1) year.

3. Senior High - Teachers assigned to the senior high must have a major or minor in the area in which they teach.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting; except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board. This agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. Any teacher employed after August 31, 1976, shall join the Lawton Education Association, or pay a sum equivalent to dues, through payroll deduction, to a charity of his/her choice, recognized by the Internal Revenue Service.

ARTICLE XVI

SNOW DAYS

- A. Teachers shall not be required to report for work and shall be paid when school is closed due to inclement weather or other emergency conditions enumerated in Section 101 of the State School Aid Act. However, teachers shall work on the rescheduled make-up days with no additional compensation. The parties further agree that they will return to their prior practice of providing compensation to teachers on days when school is closed due to inclement weather (with no re-scheduling) at such time as the State School Aid Act is amended or repealed in order to permit the School District to receive State Membership Aid for such days.

Order of Make Up: A two (2) week notice will be given for each of the following options:

Make-up Days

1. On February 1, if make-up days are needed:

1st day - Monday of Mid-Winter Break: 1 day total

2. Good Friday, ½ day for students and teachers, only when it is not part of spring break.

3. Wednesday, June 11, 1997 through Friday, June 27, 1997.

13

4. The week of spring break.

5

19 days total

6. If additional days are needed, the schedule will be negotiated between the Board and the Association.

- B. In the event that the State School Aid Act is amended or repealed as described above, snow days shall be subject to the following provisions: On days when school is closed due to snow and the staff is told not to report, they shall be paid for that day. On the first day when school is closed due to snow, staff will not be required to report. For any consecutive such days, if the Superintendent so requires, teachers shall report, not to exceed three (3) consecutive days.

SNOW DAYS. continued

C. On days when school is closed due to snow and the staff is expected to report, and does not report, they shall be paid for the day, and the day shall be deducted from sick leave.

However, in order to be paid the teacher must:

1. Make a sincere effort to report, or
2. Call in by 9:00 a.m. and report they will not be in, and
3. Have adequate sick leave time earned to cover the day.

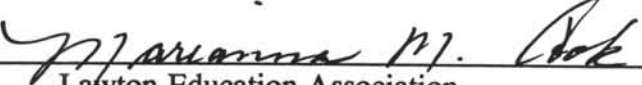
ARTICLE XVII

DURATION

This Agreement shall become effective upon ratification by the Association and the Board. This Agreement shall remain in effect until midnight, August 17, 1998. If either party desires to open this Agreement for negotiations, they must notify the other party, in writing, prior to the first day of July, 1998, or any subsequent year, and the amendments shall not exceed three (3) articles per party.

In witness whereof, the parties hereto have caused this Agreement to be signed.

FOR THE ASSOCIATION:



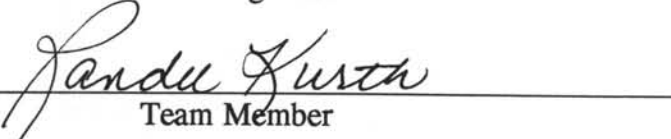
Lawton Education Association
President



Negotiation Team Chair



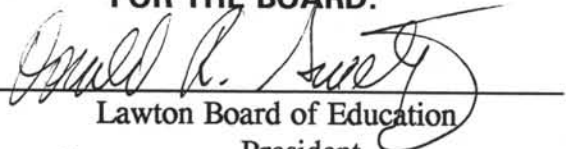
VBCEA Representative/Chief
Negotiator



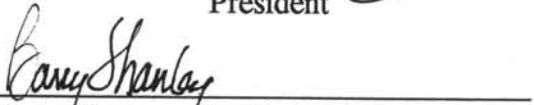
Team Member

Date: March 25, 1997


FOR THE BOARD:



Lawton Board of Education
President



Lawton Board of Education
Secretary



Lawton Superintendent of Schools

Date: March 25, 1997

ARTICLE XVIII

INSURANCE

A. The Board will continue to pay 98% of current MESSA PAK or options as described in Section G, effective December 1, 1996, with no retroactive pay. The 2% co-pay effective December 1, 1996, will be prorated based on the Teacher's family status, as in the past.

1. MESSA PAK Plan A:

\$503.32 X 65 Teachers:	\$32,715.80
(\$204.90 for options + 117.56 Plan B = \$322.46)	
X 12 Teachers:	<u>\$ 3,869.52</u>
	\$36,585.32

Average Cost per Teacher for all Insurance Options:
\$36,585.32 divided by 77 total teachers = \$475.13

B. Effective July 1, 1997, the Board will pay 98% of the average cost per teacher for all of the MESSA PAK and options described in Section G. The average cost per teacher will be calculated using the same method as shown in A above for the 1997-98 school year.

C. The teachers will pay through deductions, the remaining two percent (2%), effective December 1, 1996. The amount deducted will be pro-rated based on the teacher's family status using the ratio of health insurance rates for the SS, 2P and FF rates.

D. 1996-97 Calculations

Average cost per Teacher for all Insurance and Options = $\$475.13 \times 2\% = \9.50

1996-97 MESSA Rates	RATIO
SS \$204.90	X = \$204.90
2P \$458.40	2.24 X = \$458.40
FF \$509.24	2.49 X = \$509.24

$X + 2.24X + 2.49X = \$9.50$ 3 Teachers = \$28.50

$5.71 X = 28.50$

$X = 4.99$

$2.24 X = 11.18$

$2.49 X = 12.43$

Single Subscriber and Teachers taking Plan B will pay \$4.99 per month, 2 Person will pay \$11.18 per month, and Full Family will pay \$12.43 per month.

INSURANCE, continued

E. Effective July 1, 1996, teachers not electing to take any health insurance may participate in Plan B and will receive additional cash compensation in an amount equal to the MESSA SC-I Single Subscriber rate. Teachers may continue to use this money for MESSA options upon completion of the appropriate application forms, and for their 2% co-pay. Teachers may also continue to have part of their salaries placed in the following Tax Deferred Annuity Companies: MEFSA, Prudential, Metropolitan, VALIC and CCP.

F. Part-time teacher will receive amounts paid by the Board on a pro-rated basis. Sample calculations are on file with the Board and Association.

G. MESSA PAK Summary

Plan A:

1. Health: Super Care I
2. Long Term Disability: 66 2/3%
 - \$2,500 maximum
 - 90 Calendar Days - Modified Fill
 - Maternity Coverage
 - Pre-existing Condition Wavier
 - Freeze on Offsets
 - Alcohol/Drug Waiver - 2 year Limitation
 - Mental/Nervous Wavier - 2 year Limitation
3. Negotiated Life: \$30,000 with AD & D
4. Vision: VSP-3
5. Dental: 80/80/80: \$1,300
 - (Class I & II maximum at \$1,000)
 - Plan year: July 1 through June 30

INSURANCE, continued

Plan B (for employees not electing health insurance)

Long Term Disability: Same as above

Negotiated Life: \$40,000 with AD & D

Vision: VSP-3

Dental: 100/90/90/80: \$1,300

(Class I & II maximum at \$1,000)

Plan year: July 1 through June 30

- H. Open Enrollment Period -- Employees have the Fall enrollment period to add, delete or change his/her coverage with MESSA. The Business Office will send out insurance applications as soon as they are received from M.E.S.S.A. in July or August. The exceptions to this for adding deleting or changing coverage must be related to adding of spouse, effective the date of marriage, the addition of legal dependents, a newborn effective the date of birth, or other changes of family status (proof of change must be provided). Also, "late enrollments" will be accepted under the following conditions:

"Late enrollment" means a member has made application for MESSA coverage (on behalf of his/herself or an eligible dependent) outside the school district's open enrollment period, or beyond the 31 day period following the member's or dependent's initial eligibility date.

When a member makes late application for MESSA medical coverage because the health coverage provided by his/her spouse's employer has been terminated, or because coverage is terminated due to the death of the spouse or divorce, the following rules apply:

1. Application must be made within 31 days following the termination of the prior coverage.
2. Pre-existing conditions limitation will not apply.
3. MESSA coverage becomes effective the date the prior coverage is terminated.
4. The effective date is subject to the standard at work requirement for employees* and the standard out of hospital requirement for dependents.**
5. The "Late Enrollment Form" must be submitted with the Super Med or MESSA PAK application.

INSURANCE. continued

- * The member must be actively at work on the day coverage is to become effective. Otherwise coverage will become effective the date the member returns to active work.
- ** The dependent must not be confined to a hospital or other medical facility on the day coverage is to become effective. Otherwise coverage will become effective the date the dependent is discharged from the hospital or other medical facility.

LAWTON INSURANCE FOR PART-TIME TEACHERS

Amounts deducted for full time teachers: SS \$4.99, 2P \$11.18, FF \$12.43

<u>Plan A</u>		<u>FF</u>	<u>2P</u>	<u>SS</u>
LTD	\$15.09			
Life, \$30,000	\$ 5.70			
VSP-3	\$17.51			
Dental	<u>\$52.34</u>			
Cost of Life, LTD				
Vision & Dental	\$90.64	\$90.64	\$ 90.64	\$90.64
Average Health: \$412.68				
MESSA Health Rates:		\$509.24	\$458.40	\$204.90
Total PAC: \$503.32	Total, if based on			
	family status	\$599.88	\$549.04	\$295.54

60% Part-Time with FF:

Teacher pays 40% of \$599.88 = \$239.95 + 12.43 = \$252.38

Board pays \$503.32 - \$252.38 = \$250.94

60% Part Time with 2P:

Teacher pays 40% of \$549.04 = \$219.62 + 11.18 = \$230.80

Board pays \$503.32 - \$230.80 = \$272.52

60% Part Time with SS:

Teacher pays 40% of \$295.54 = \$118.22 + \$4.99 = \$123.21

Board pays \$503.32 - \$123.21 = \$380.11

The PAK cost \$503.32 for each teacher regardless of family status using the above method, a FF teacher will pay more than a SS. The amount the Board will pay should average out over time to be the same as if we used the \$503.32 instead of the total based on the family status.

If we did not take into account the family status and used the 60%/40% split, the amounts would be as follows for all SS, 2P and FF:

SS

Teacher pays \$503.32 x 40% = \$201.33 + \$4.99 = \$206.32

Board pays \$503.32 - \$206.32 = \$297.00

Plan B

LTD	15.09
Life, 40,000	7.60
VSP-3	21.17
Dental	<u>73.70</u>
Total	117.56
Annuity and/or Cash	<u>204.90</u>
Total	322.46

INSURANCE. Part-Time Teachers. continued

60% Part Time

Teacher pays 40% of 322.46 = 128.98 + 4.99 = 133.97

Teacher may use their annuity and or cash of (204.90) to pay for the 133.97

All part-time teachers who work less than 50% will be provided with MESSA options, annuity and/or cash.

$\$322.46 - 4.99 = \$317.47 \times 40\% = \underline{\$126.99}$

\$126.99 would be made available for MESSA options, annuities and/or cash

- B. Open Enrollment Period - Employees have the Fall enrollment period to add, delete or change his/her coverage with MESSA. The Business office will send out insurance applications as soon as they are received from M.E.S.S.A. in July or August. The exceptions to this for adding, deleting or changing coverage must be related to adding of spouse, effective the date of marriage, the addition of legal dependents, a newborn effective the date of birth, or other changes of family status (proof of change must be provided). Also, "late enrollments" will be accepted under the following conditions:

"Late enrollment" means a member has made application for MESSA coverage (on behalf of his/herself or an eligible dependent) outside the school district's open enrollment period, or beyond the 31 day period following the member's or dependent's initial eligibility date.

When a member makes late application for MESSA medical coverage because the health coverage provided by his/her spouse's employer has been terminated, or because coverage is terminated due to the death of the spouse or divorce, the following rules apply:

1. Application must be made within 31 days following the termination of the prior coverage.
2. Pre-existing conditions limitation will not apply.
3. MESSA coverage becomes effective the date the prior coverage is terminated.
4. The effective date is subject to the standard at work requirement for employees* and the standard out of hospital requirement for dependents.**
5. The "Late Enrollment Form" must be submitted with the Super Med or MESSA PAK application.

* The member must be actively at work on the day coverage is to become effective. Otherwise coverage will become effective the date the member returns to active work.

** The dependent must not be confined to a hospital or other medical facility on the day coverage is to become effective. Otherwise coverage will become effective the date the dependent is discharged from the hospital or other medical facility.

ARTICLE XIX

LAWTON COMMUNITY SCHOOLS
1996-97 SCHOOL CALENDAR

REVISED: 12/9/96

	STUDENT DAYS PER WEEK	CUMULATIVE STUDENT DAYS	TEACHER DAYS PER WEEK	CUMULATIVE TEACHER DAYS
8/26-8/30	8/26: Staff Start Day 8/27 :Students a.m., Professional Development Day, p.m.	4	4	5
9/2-9/6	9/2: Labor Day, No School	4	8	9
9/9-9/13		5	13	14
9/16-9/20	9/19-9/20: Staff In-Service, Professional Development Days-No Students	3	16	19
9/23-9/27	9/23: Staff In-Service, Professional Development Day-No Students	4	20	24
9/30-10/4		5	25	29
10/7-10/11		5	30	34
10/14-10/18		5	35	39
10/21-10/25		5	40	44
10/28-11/1	11/1: 1st Qtr. Ends, Students-a.m. Records p.m.;	5	45	49
11/4-11/8	11/5-11/6: P.T. Conf., 5:00-8:00 p.m.;	4	49	54
	11/7: P.T. Conf., 1:00-3:00 p.m., No Students p.m.;			
	11/8: No Students or Teachers			
11/11-11/15		5	54	59
11/18-11/22		5	59	64
11/25-11/29	11/28-29: Thanksgiving Break	3	62	67
12/2-12/6		5	67	72
12/9-12/13		5	72	77
12/16-12/20		5	77	82
12/23-12/27	12/23-1/3:Christmas Break Christmas Break			
12/30-1/3		5	82	87
1/6-1/10		5	87	92
1/13-1/17	1/17: 2nd Qtr. Ends, Students, a.m., Records, p.m.	5	92	97
1/20-1/24		5	97	102
1/27-1/31		5	102	107
2/3-2/7		5	107	112
2/10-2/14		5	112	117
2/17-2/21		5	116	122
2/24-2/28	2/25-2/26: P.T. Conferences, 5:00-8:00 p.m. 2/27: P.T. Conf., 1:00-3:00 p.m., No Students p.m. 2/28: No Students or Teachers	4		
3/3-3/7	3/3: Mid-Winter Break (Snow Day Makeup)	4	120	126
3/10-3/14		5	125	131
3/17-3/21	3/21: 3rd Quarter Ends, Students, a.m., Records, p.m.	5	130	136
3/24-3/28	3/28: Good Friday	4	134	140
3/31-4/4	3/31-4/4: Spring Break			
4/7-4/11		5	139	145
4/14-4/18		5	144	150
4/21-4/25		5	149	155
4/28-5/2		5	154	160
5/5-5/9		5	159	165
5/12-5/16		5	164	170
5/19-5/23		5	169	175
5/26-5/30	5/26: Memorial Day, No School	4	173	179
6/2-6/6	6/5-6/6: H.S. Final Exams, All Students Dismissed at 1:00 p.m.	5	178	184
6/9-6/10	6/9: H.S. Final Exams, All Students Dismissed at 1:00 p.m. 6/10: Last Day for Students/Teachers, Students dismissed at 11:30 a.m., Records p.m.	2	180	186

ARTICLE XIX
LAWTON COMMUNITY SCHOOLS
1997-98 SCHOOL CALENDAR

The same format will be followed as the 1996-97 utilizing the same number of student (180) days and teacher (186) days. The calendar will follow the County Perpetual Calendar Guidelines concerning starting dates, Winter and Spring breaks. The scheduling of the three in-service days will be negotiated.

APPENDIX A

SALARY SCHEDULE -- 1996-97

<u>STEP</u>	<u>BA</u>	<u>BA + 15/18*</u>	<u>MA</u>	<u>MA + 15</u>
1	\$24,774	\$24,859	\$26,747	\$27,468
1.5	\$25,401	\$25,487	\$27,447	\$28,169
2	\$26,027	\$26,115	\$28,146	\$28,870
2.5	\$26,654	\$26,743	\$28,845	\$29,572
3	\$27,280	\$27,371	\$29,544	\$30,273
3.5	\$27,907	\$27,999	\$30,243	\$30,974
4	\$28,533	\$28,627	\$30,943	\$31,675
4.5	\$29,160	\$29,255	\$31,642	\$32,376
5	\$29,786	\$29,883	\$32,341	\$33,078
5.5	\$30,413	\$30,510	\$33,040	\$33,779
6	\$31,040	\$31,138	\$33,740	\$34,480
6.5	\$31,666	\$31,766	\$34,439	\$35,181
7	\$32,293	\$32,394	\$35,138	\$35,882
7.5	\$32,919	\$33,022	\$35,837	\$36,584
8	\$33,546	\$33,650	\$36,537	\$37,285
8.5	\$34,172	\$34,278	\$37,236	\$37,986
9	\$34,799	\$34,906	\$37,935	\$38,687
9.5	\$35,425	\$35,534	\$38,634	\$39,389
10	\$36,052	\$36,161	\$39,333	\$40,090
10.5	\$36,678	\$36,789	\$40,033	\$40,791
11	\$37,305	\$37,417	\$40,732	\$41,492
11.5	\$37,931	\$38,045	\$41,431	\$42,193
12	\$38,558	\$38,673	\$42,130	\$42,895
12.5	\$39,185	\$39,301	\$42,830	\$43,596
13	\$39,811	\$39,929	\$43,529	\$44,297
13.5			\$44,228	\$44,998
14			\$44,927	\$45,699

*For all teachers employed after July 1, 1988, eighteen (18) semester hours beyond the bachelor's degree will be required for placement on this column of Schedule A.

As per Article V., G., the 1997-98 salary schedule will be reduced by a percentage equal to 1/3 of the retirement percentage increase above the 1996-97 percentage of 15.17%.

SALARY SCHEDULE -- 1997-98

APPENDIX A

STEP	BA	BA + 15/18*	MA	MA + 15
1	\$25,146	\$25,232	\$27,148	\$27,880
1.5	\$25,811	\$25,898	\$27,888	\$28,622
2	\$26,476	\$26,565	\$28,628	\$29,365
2.5	\$27,141	\$27,231	\$29,368	\$30,107
3	\$27,806	\$27,898	\$30,108	\$30,850
3.5	\$28,471	\$28,564	\$30,848	\$31,592
4	\$29,136	\$29,231	\$31,588	\$32,335
4.5	\$29,801	\$29,897	\$32,328	\$33,077
5	\$30,466	\$30,564	\$33,068	\$33,820
5.5	\$31,131	\$31,230	\$33,808	\$34,562
6	\$31,796	\$31,897	\$34,548	\$35,305
6.5	\$32,461	\$32,563	\$35,288	\$36,047
7	\$33,126	\$33,229	\$36,028	\$36,790
7.5	\$33,791	\$33,896	\$36,767	\$37,532
8	\$34,456	\$34,562	\$37,507	\$38,275
8.5	\$35,121	\$35,229	\$38,247	\$39,017
9	\$35,786	\$35,895	\$38,987	\$39,760
9.5	\$36,450	\$36,562	\$39,727	\$40,502
10	\$37,115	\$37,228	\$40,467	\$41,244
10.5	\$37,780	\$37,895	\$41,207	\$41,987
11	\$38,445	\$38,561	\$41,947	\$42,729
11.5	\$39,110	\$39,227	\$42,687	\$43,472
12	\$39,775	\$39,894	\$43,427	\$44,214
12.5	\$40,440	\$40,560	\$44,167	\$44,957
13	\$41,105	\$41,227	\$44,907	\$45,699
13.5			\$45,647	\$46,442
14			\$46,387	\$47,184

*For all teachers employed after July 1, 1988; eighteen (18) semester hours beyond the bachelor's degree will be required for placement on this column of Schedule A.

As per Article V., G., the 1997-98 salary schedule will be reduced by a percentage equal to 1/3 of the retirement percentage increase above the 1996-97 percentage of 15.17%.

APPENDIX A

LONGEVITY

Longevity pay will be granted as follows: Each teacher who has spent one (1) year at the top step of the salary schedule will become eligible for an annual longevity stipend beginning the following year.

Year 1: First year on BA/BA+15/18 step 13;

or

MA/MA+15 step 14 (top steps only).

Years 2 - 4: Top step plus \$300 per year.

Years 5 - 7: Top step plus \$500 per year.

Years 8-10: \$750.00 per year.

Year 11 to retirement/resignation: Top Step, plus \$1,250

APPENDIX B
EXTRA DUTY -- 1996-97

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
ATHLETIC					
Baseball:					
Varsity	\$1,754	\$1,803	\$1,961	\$2,067	\$2,175
J.V.	\$1,380	\$1,460	\$1,542	\$1,623	\$1,708
Basketball:					
Varsity	\$2,504	\$2,652	\$2,805	\$2,952	\$3,105
J.V.	\$1,628	\$1,727	\$1,824	\$1,920	\$2,022
Freshman	\$1,380	\$1,460	\$1,542	\$1,623	\$1,708
8th Grade	\$1,166	\$1,239	\$1,305	\$1,380	\$1,445
7th Grade	\$1,166	\$1,239	\$1,305	\$1,380	\$1,445
Cheerleading:					
H.S. (Fall)	\$1,252	\$1,330	\$1,400	\$1,479	\$1,551
H.S. (Winter)	\$1,252	\$1,330	\$1,400	\$1,479	\$1,551
M.S.	\$ 700	\$ 742	\$ 782	\$ 827	\$ 868
Soccer:					
H.S. Soccer:	\$1,252	\$1,330	\$1,400	\$1,479	\$1,551
Ass't. Soccer:	\$ 793	\$ 842	\$ 886	\$ 937	\$ 982
Cross-Country:	\$1,128	\$1,191	\$1,246	\$1,308	\$1,364
Football:					
Varsity	\$2,504	\$2,652	\$2,805	\$2,952	\$3,105
Varsity Asst.	\$1,628	\$1,727	\$1,824	\$1,920	\$2,022
Head J.V.	\$1,628	\$1,727	\$1,824	\$1,920	\$2,022
J.V. Asst.	\$1,252	\$1,330	\$1,400	\$1,479	\$1,551
M. S.	\$1,166	\$1,239	\$1,305	\$1,380	\$1,445
M.S. Asst.	\$ 935	\$ 989	\$1,048	\$1,100	\$1,160
Softball:					
Varsity	\$1,754	\$1,803	\$1,961	\$2,067	\$2,175
J.V.	\$1,380	\$1,460	\$1,542	\$1,623	\$1,708
Track:					
High School	\$1,754	\$1,803	\$1,961	\$2,067	\$2,175
H.S. Asst.	\$1,380	\$1,460	\$1,542	\$1,623	\$1,708
M. S.(COED)	\$ 935	\$ 989	\$1,048	\$1,100	\$1,160

EXTRA DUTY, 1996-97, continued**Volleyball:**

Varsity	\$1,916	\$2,030	\$2,145	\$2,266	\$2,382
J.V.	\$1,455	\$1,544	\$1,636	\$1,722	\$1,811
Freshman	\$1,237	\$1,311	\$1,388	\$1,471	\$1,559
M. S.	\$1,015	\$1,077	\$1,135	\$1,199	\$1,258

Wrestling:

Varsity	\$2,504	\$2,652	\$2,805	\$2,952	\$3,105
Varsity Asst.	\$1,628	\$1,727	\$1,824	\$1,920	\$2,022
M. S.	\$1,015	\$1,077	\$1,135	\$1,199	\$1,258
Elementary	\$ 700	\$ 742	\$ 782	\$ 827	\$ 868

NON-ATHLETIC**Annual:**

H.S. In-Class	\$ 505	\$ 545	\$ 582	\$ 622	\$ 659
H.S. Out-of-Class	\$ 797	\$ 836	\$ 874	\$ 914	\$ 950
M.S.	\$ 433	\$ 458	\$ 486	\$ 513	\$ 538
E.S.	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269
Band Camp:	\$ 870	\$ 919	\$ 972	\$1,021	\$1,077
Band:	\$1,732	\$1,837	\$1,940	\$2,045	\$2,145

Drama:

Director	\$1,086	\$1,148	\$1,217	\$1,278	\$1,345
Asst. Director (Musicals)	\$ 326	\$ 344	\$ 363	\$ 383	\$ 405
Band Director	\$ 326	\$ 344	\$ 363	\$ 383	\$ 405
Stage Director	\$ 326	\$ 344	\$ 363	\$ 383	\$ 405

**Driver's Education / Saturday School / Summer School
M.S. Homework Hour: \$16.24/hr.**

H.S. S.A.D.D.:	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269
Honor Society:	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269

EXTRA DUTY, 1996-97, continued

Life Club:	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269
Ski Club:	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269
Spanish Club:	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269
Photography Club:	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269
Business Club:	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269
Art Club:	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269
Newspaper:	\$ 433	\$ 458	\$ 486	\$ 513	\$ 538
Future Problem Solving:	\$ 433	\$ 458	\$ 486	\$ 513	\$ 538
Jr. Great Books:	\$ 433	\$ 458	\$ 486	\$ 513	\$ 538
Spelling Bee:	\$ 433	\$ 458	\$ 486	\$ 513	\$ 538
M.S. Math Coach:	\$ 433	\$ 458	\$ 486	\$ 513	\$ 538
M.S. Vocal Music:	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269
H.S. Science Olympiad:	\$ 581	\$ 604	\$ 630	\$ 658	\$ 683
M.S. Science Olympiad:	\$ 581	\$ 604	\$ 630	\$ 658	\$ 683
Young Astronauts:	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269
Young Authors (2):	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269
Young Authors Coordinator:	\$ 137	\$ 137	\$ 137	\$ 137	\$ 137
Young Wizards:	\$ 581	\$ 604	\$ 630	\$ 658	\$ 683
H.S. Student Council:	\$ 363	\$ 377	\$ 387	\$ 402	\$ 414
M.S. Student Council:	\$ 363	\$ 377	\$ 387	\$ 402	\$ 414
4th-6th Choral Club:	\$ 217	\$ 231	\$ 240	\$ 255	\$ 269
Sponsors:					
Grades 6-10	\$ 363	\$ 377	\$ 387	\$ 402	\$ 414
Grade 11	\$ 619	\$ 636	\$ 654	\$ 675	\$ 697
Grade 12	\$ 726	\$ 751	\$ 779	\$ 805	\$ 832

All High School and Middle School Athletic Positions

Experience will be granted for the number of previous years coached.

(A) Experience will be granted for all sports coached.

(B) Years do not have to be consecutive.

EXTRA DUTY, 1996-97, continued

All Non-Athletic Positions

Experience will be granted for the number of previous years in the same non-athletic activity and the years do not have to be consecutive. All class sponsors will be considered the same activity in reference to the granting of experience.

Experience will be granted from one class sponsor to another.

Experience will be granted from class sponsor to student council advisor and vice versa.

Additional teaching assignments shall be reimbursed at 2.7% per week of the individual contract for the year in which the assignment is made.

Kindergarten Circus: The Board will provide up to three (3) half-days of release time for teachers, such provision to be confirmed in a letter of agreement which will be retained on file by both the Association and the Board. The Agreement will include language which will indicate that on the second and third days, the teacher(s) may leave the building before the end of the scheduled day, provided the teacher(s)' work has been completed.

Family Science Night: The Board shall provide two (2) days of prep. time and the Board will pay for materials.

Extra Days for Counselors:

1. Elementary and Middle School -- Three (3) additional days will be scheduled each year with the option of two (2) additional days provided the additional two (2) days are mutually agreed to by the counselor and the Board.
2. High School -- Reduce the H.S. guidance counselors additional days by one (1) day each year of the agreement. (Currently, there are 13 additional days.)

The 1997-98 extra duty schedule will be published as an addendum to the master agreement in the fall of 1997, because it is computed based on the average percentage increase of the salary schedules in Appendix A for the 1997-98.

APPENDIX C

NEW EDUCATIONAL DELIVERY SYSTEM

It is agreed that if the Board chooses to propose a new Educational Delivery System for 1997-98 which would require a change in the High School and/or Middle School Teachers' work schedule, the Association and Board agree that these proposed changes will be open for negotiations.

APPENDIX D

HIGH SCHOOL ADDITIONAL INSTRUCTION TIME

The Association agrees that the Board may add five (5) minutes at the beginning of the student day **OR** at the end of the student day in the 1997-98 school year to meet the State's minimum instructional hour requirement.

APPENDIX E

SALARY PAYMENT SCHEDULE

1996-97 pay schedule will be changed to the previous 21/26 pay versus the existing 22/27 pay schedule. The retroactive pay will be paid in December, 1996.

1997-98 -- It was agreed that an adjustment will be made for 1997-98 with an agreement reached before June 1, 1997.

**LAWTON COMMUNITY SCHOOLS
GRIEVANCE FORM**

Grievance # _____

Submit to Principal in Duplicate

GRIEVANCE REPORT

Building

Assignment

Name of Grievant

Date Filed

STEP I:

A. Date Cause of Grievance Occurred: _____

B. Article and Section of Contract alleged to have been violated: _____

C. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature _____ Date _____
D. Disposition by Principal: _____

Signature of Principal _____ Date _____

E. Position of Grievant and/or Association: _____

Signature _____ Date _____

(If additional space is needed, attach an additional sheet.)

GRIEVANCE FORM, continued

STEP II:

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature: _____ Date: _____

C. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

STEP III:

A. Date Received by Board of Education or Designee: _____

B. Disposition by Board: _____

C. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

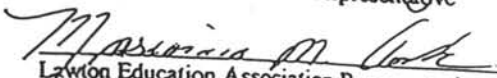
LETTER OF UNDERSTANDING
between the
LAWTON BOARD OF EDUCATION
and the
VBCEA/LAWTON EDUCATION ASSOCIATION

The below parties agree to the following concerning priority to be given to a teacher who requests a transfer to a vacancy in an area the teacher was involuntarily transferred out of due to lay-off procedures.

1. Teachers who have been involuntarily transferred out of an area will be given priority over more seniored teachers when applying for a vacancy when the vacancy occurs in an area the teacher was transferred out of due to lay-off procedures.
2. The areas will be defined as follows:
 - a. Same position
 - b. Similar position
A similar position is defined as follows:
 - Early elementary K - 3
 - Later elementary 4 - 5
 - Special Education K - 3
 - Special Education 4 - 6
 - Special Education M.S.
 - Special Education H.S.
 - Same subject area but in a different building.
3. This priority will end if the teacher is offered the same position and refuses to transfer to the position.
4. The teacher may choose to utilize his/her priority for a similar position. In such cases, the teacher loses his/her priority status. However, if a teacher chooses not to utilize his/her priority for a similar position, he/she retains his/her priority.
5. The involved teachers and positions due to the lay-off in June of 1995 are as follows:
 - Michelle Gorton - 4th Grade
 - Margot Kinnear - M.S. Art and Language Arts
 - Laura Prior - 1st Grade
 - ~~Todd Rice - M.S./H.S. P.E. and Science~~ *ck 10-30-96*


Lawton Board of Education Representative

2/19/96
Date


Lawton Education Association Representative

2/19/96
Date


VBCEA Representative
HL/lm

11/7/95
Date

0 331 LT

LETTER OF UNDERSTANDING
between the
LAWTON BOARD OF EDUCATION
and the
VBCEA/LAWTON EDUCATION ASSOCIATION/MEA-NEA

The below parties agree to the following concerning the Mentor Teacher Program:

1. The Letter of Understanding is for the same period as the Agreement.
2. The Principals shall assign the Mentor Teachers, in accordance with Public Act 335 of 1993, Section 1526, of the revised school code, to Teachers in their first three (3) years of employment of classroom teaching.
3. The teacher (Mentee) shall be assigned one (1) or more Mentor(s). The Mentor may be a Lawton Master teacher, college professor or a retired Master teacher from any District.
4. The Mentor Teacher assignment shall be subject to review by the Mentor Teacher and the building Principal after each semester. Either the Mentor Teacher or the building Principal may terminate the relationship at that time.
5. Participation as a Mentor Teacher shall be voluntary.
6. The Mentor Teacher shall not be involved in evaluating the Mentee.
7. The building Principal will discuss the duties and time required with the prospective Mentor Teacher before the Teacher agrees to be a Mentor Teacher. The Mentor Teacher may be asked to work with the Mentee in identified areas of concern.

Lawton Board of Education Representative

Date

LEA Representative

Date

VBCEA Representative

Date

HL/wb

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