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8/15/2002

MASTER AGREEMENT

BETWEEN

**VAN BUREN COUNTY EDUCATION
ASSOCIATION/**

**LAWTON EDUCATION ASSOCIATION,
MEA-NEA**

AND

**BOARD OF EDUCATION
LAWTON COMMUNITY SCHOOLS**

August 15, 2000

TO

August 15, 2002

Lawton Community Schools



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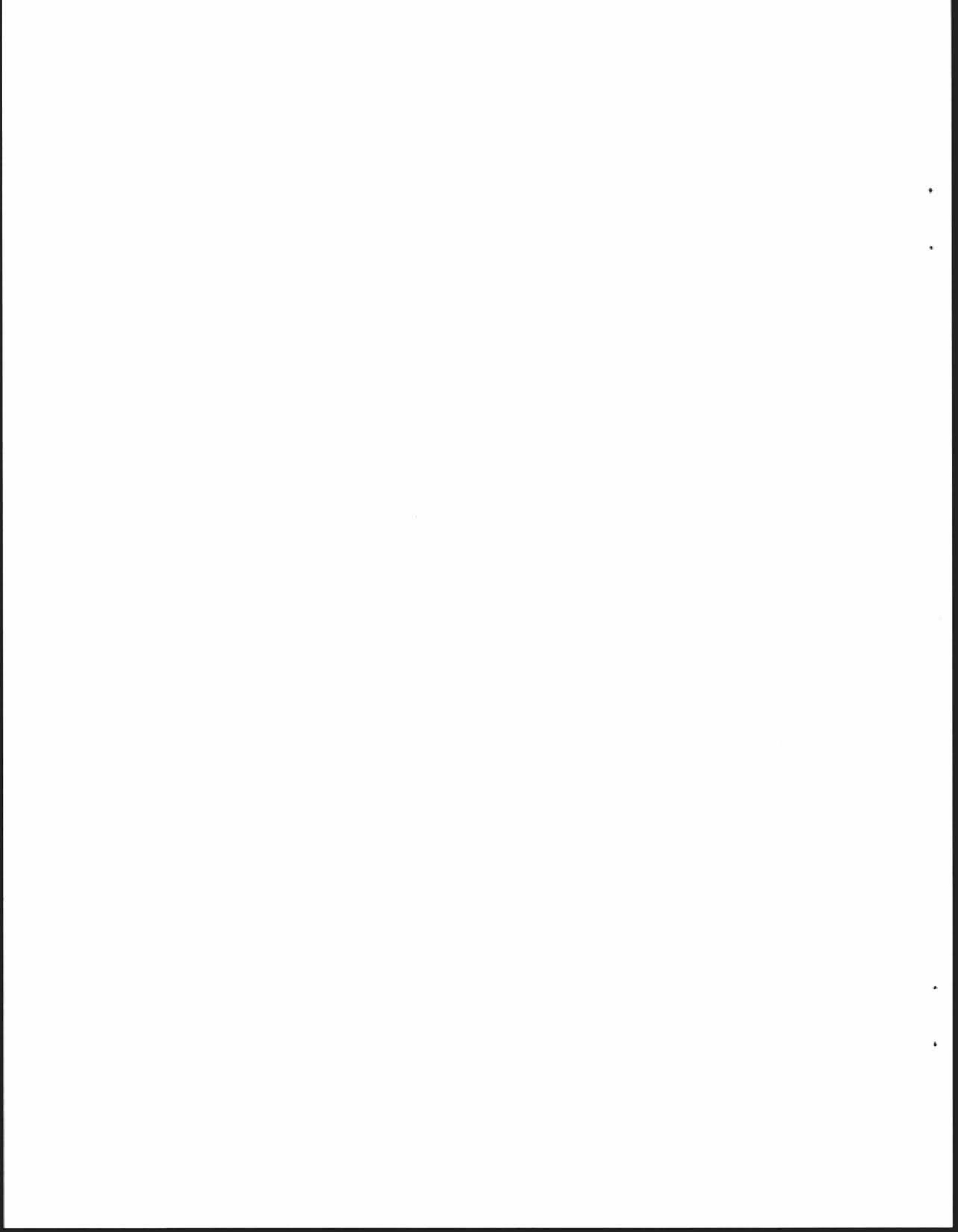


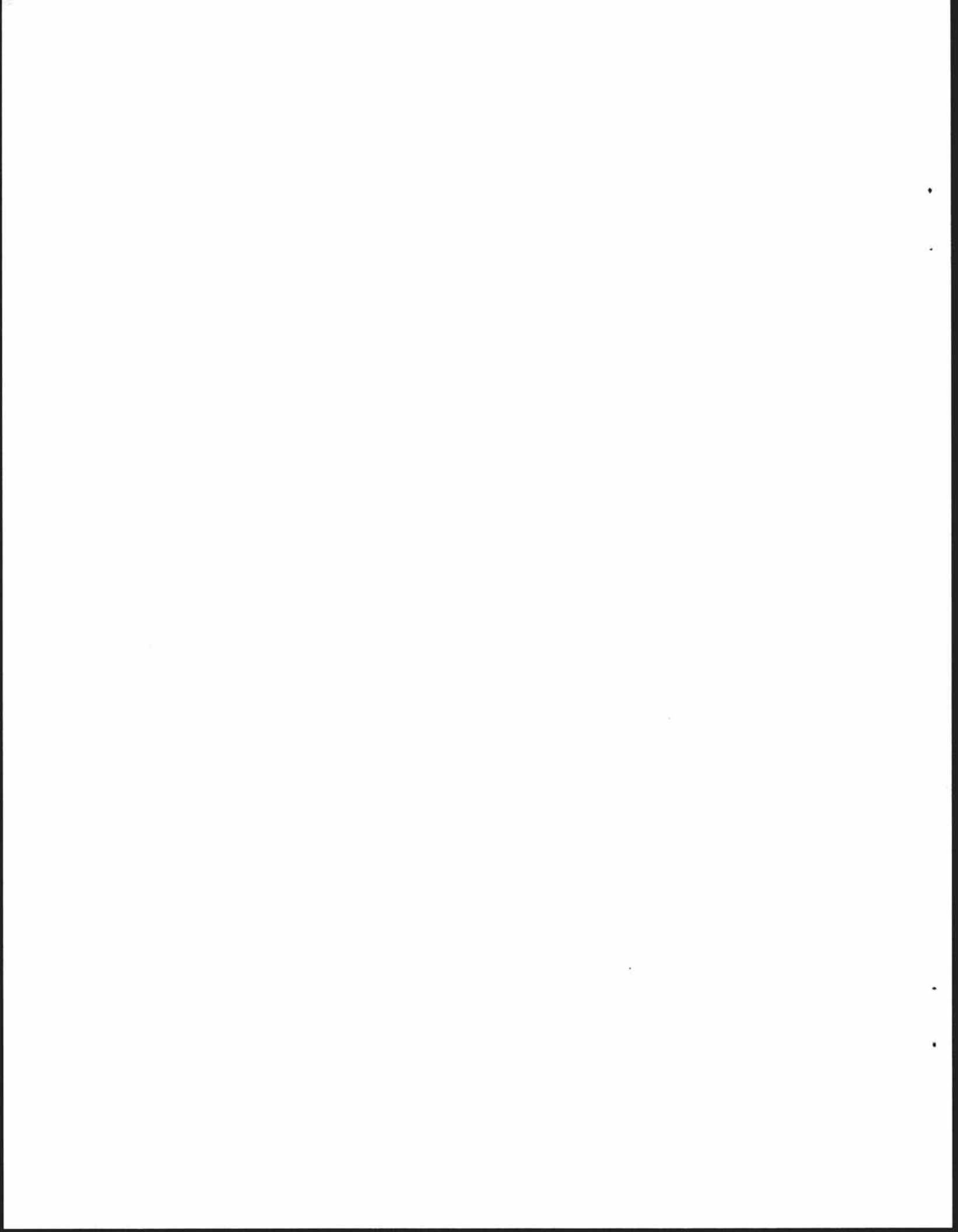
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AGREEMENT

THIS AGREEMENT, ENTERED into this 15th day of August, 2000, 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.

ASSOCIATION AND TEACHER RIGHTS, continued

- 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 sub-divisions 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.

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 thirteen (13) years experience credit on the BA salary schedule and fourteen (14) years credit on the MA 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 BA 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 or additional hours impacting the salary schedule will be honored at the beginning of the next contract year and at the beginning of the second semester upon receipt of an official transcript, or by notification of the institution granting credit. Credits earned must be at the graduate level. CEU (Continuing Education Units) cannot be substituted for credits.
- 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.
- 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 a prorated amount 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) work 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

TEACHING LOADS AND ASSIGNMENTS, continued

principal as soon as practicable. Such changes should be voluntary.

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 fifteen (15) teaching periods and five (5) unassigned preparation periods per week.
- E. The normal weekly teaching loads in grades nine (9) through (12) will be fifteen (15) 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) regular education teachers from each building and one special education teacher in the district. Other teachers may be invited to attend sessions at the discretion of the Council.
3. Teachers serving on the Council will be compensated at the Professional Responsibilities rate per hour.

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.

EXAMPLE:

A teacher who has accumulated 106 days at the end of any given year shall be granted only four (4) days at the beginning of the next year for a total of 110 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.

SICK LEAVE PAY, continued

- 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 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.

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.

SICK LEAVE PAY, continued

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 Superintendent's 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.
- 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.)

SICK LEAVE PAY, continued

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. A teacher shall be released for compulsory attendance as a juror, a subpoenaed witness, or in work-related judicial proceedings provided that the compensation of the teacher for that period shall be modified so that the Board pays only the difference between regular salary and the amount received for such attendance. This provision shall not include proceedings in which the teacher is participating in a grievance or arbitration procedure in which the Board is a party, or in litigation involving the Board or administration, or when the teacher is a plaintiff or defendant or a relative of the plaintiff or defendant.

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) parent, or in-laws. Four (4) 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, 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 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.

SICK LEAVE PAY, continued

- 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. Teachers may donate up to forty-five (45) days before September 30, 1998 and a maximum of thirty (30) additional days will be added to the maximum each succeeding year with a cap of seventy-five (75) days. The days must be donated by May 1, of each year. A teacher may donate up to a maximum of five (5) days per year.
 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. Family Medical Leave Act (Child Care Leave)

1. Eligible teachers are able to take an aggregate of twelve(12) unpaid work weeks of leave during a twelve (12) month period upon written application and approval:
 - (1) For the birth of the employee's child
 - (2) To care for the newborn child
 - (3) For placement with the employee of a child for adoption or foster care

This leave shall be available to all teaches, male and female. The leave shall not exceed one-hundred and fifty (150) days, if desired. The teacher has the right to at least twelve weeks under the FMLA.

The Teacher shall, if possible, notify the superintendent in writing at least thirty (30) days prior to the expected leave date so that arrangements can be made for a replacement. The notification for leave shall, as nearly as possible, indicate the beginning and ending dates for the leave.

When the teacher returns from child care leave, the District will place the teacher in his or her original position or a substantially equivalent position if the teacher returns within the twelve week FMLA period. After twelve weeks of leave, the District will return the teacher to his or her position unless the position does not exist in which case the teacher will be placed in the position for which the teacher is qualified and certified.

LEAVES OF ABSENCE, continued

When the teacher establishes a beginning date for the leave through medical certification, that date cannot thereafter be changed unless through new medical certification or in cases of emergency which will be determined on an individual basis by the District. The teacher will be expected to return from the child care leave on the date set for return on the medical certification.

Child care leave shall begin when one of the following events occurs:

1. Where the child care leave is taken so a teacher may give birth, the leave shall begin when the teacher provides medical certification that the teacher is no longer able to perform her essential job duties;
2. Where a teacher is taking child care leave because his spouse is pregnant, the leave shall begin as specified in medical certification indicating the delivery date or actual birth date if earlier;
3. When child care leave is for adoption or foster care, the leave will begin on the date when the teacher takes custody of the child or, as required through medical or, other certification.

Medical certification forms for child care leave will be provided by the district. A teacher who takes child care leave will have the following options for using sick days:

1. Unpaid leave beginning on the date the child care begins;
2. A teacher may use any portion of his or her accumulated sick days beginning on the date the child care leave begins. After the designated portion of sick days are used, the rest of the leave will be unpaid;
3. A teacher may use accumulated sick days beginning on the date the child care leave begins. If the sick days are exhausted, the rest of the leave is to be unpaid.

During the first twelve weeks of any child care leave which also qualifies as family medical leave under the Family Medical Leave Act, the teacher's healthcare benefits will be continued.

The District and Association will abide by all other requirements under the Family Medical Leave Act to the extent not changed through the aforementioned policy.

- 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.

LEAVES OF ABSENCE, 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

GRIEVANCE PROCEDURE, continued

or his designated agents shall arrange a meeting with the grievant and/or the designated Association 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 preemptorily 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

GRIEVANCE PROCEDURE, continued

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.

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 mutual 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

GRIEVANCE PROCEDURE, continued

no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

- 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.
- 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.

TEACHER EVALUATION, continued

- 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.

Any citation on any item indicating needs improvement will be followed with an individually and specifically designed I.D.P. as required by the Tenure Act. All probationary staff shall have an IDP jointly developed between the teacher and administrator to include goals, strategies and administrative support. I.D.P.'s for probationary staff shall be developed immediately following the first observation at the latest.

The evaluation may include a narrative summary. The evaluation process 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 the end of the school year. 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. one

TEACHER EVALUATION, continued

or two 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.

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.

LAWTON COMMUNITY SCHOOLS TEACHER EVALUATION FORM

Teacher's Name _____

Date _____

EX=Excellent, G=Good, S=Satisfactory, NI=Needs Improvement, NA=Not

Applicable

	EX	G	S	NI	NA
I. In the classroom					
A. Unit Plans/Lesson Plans					
1. Demonstrates knowledge of subject/grade level					
2. Demonstrates knowledge of subj./grade level					
a. Reflects district mission, goals, objectives., outcomes					
b. Meets needs of variety of learning styles/abilities					
c. Use a variety of strategies and materials, and community resources					
B. Classroom Management					
1. Administers discipline recognizing individual differences					
2. Keeps students focused and under control					
3. Maintains an organized and safe learning environment					
4. Displays student's work					
C. Instructional Delivery					
1. Models what is expected from students					
2. Uses a variety of strategies and materials					
3. Uses effective speech					
4. Demonstrates skill in using questions and explanations to keep students' interests					
5. Teaches with enthusiasm					
6. Provides clear directions for students					
7. Provides alternatives for exceptional students					
III. Interpersonal Relationships					
A. Students					
1. Exhibits respect for students					
2. Effectively communicates with students					
3. Is aware of students' backgrounds and needs					
B. Parents					
1. Effectively communicates on student progress					
2. Engages parents with respect and caring					
C. Staff					
1. Demonstrates ability to work as a team member					
2. Demonstrates willingness to accept supervision, criticism and guidance from the principal					
III. Professionalism					
A. Exhibits punctuality					
B. Exhibits dependability					
C. Displays professional image					
D. Coordinates planning for student program with appropriate specialists					
E. Actively works on assigned committees					

Signature indicates a copy has been received, not agreement with contents.

EVL/3TEAEVAL0001

Teacher's Signature

Date

Administrator's Signature

Date

PRE-OBSERVATION FORM

Directions for completion of this page:

Items A through C are to be completed by the teacher and brought to the pre-observation conference.

A. LESSON OBJECTIVES: Please list the objectives you are trying to accomplish in your class on

_____ Date

_____ Time/Class

B. METHODS/MATERIALS: What methods and/or materials will you be using to accomplish these objectives?

C. TEACHER ASSIGNMENT:

1. What are the unusual responsibilities/requirements of your teaching assignment?
2. What is the adequacy of your teaching station as it relates to your teaching assignment?
3. How adequate is the equipment related to your teaching assignment?
4. How is your student load (pupil-teacher ratio) in terms of your teaching assignment?
5. What do you consider to be your areas needing improvement?
6. What do you consider your areas of strength?

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 teachers 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 a member of the bargaining unit. 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 ($\frac{1}{2}$) time. Degree of part-time status shall be determined by amount paid to teacher.
- 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.

REDUCTION IN PERSONNEL, continued

- 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 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.

MISCELLANEOUS PROVISIONS, continued

- 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. The day after the last scheduled day of school to the fourth Friday in June 13

- 4. The week of spring break. 5
19 days total

SNOW DAYS, continued

5. 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.
- 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 15, 2002. 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, 2001, 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:

FOR THE BOARD:

Lee S. Nelson
Lawton Education Association
President

Bradley K. Adams
Lawton Board of Education
President

Todd Rice
Negotiation Team Chair

Fredrick E. Beach
Lawton Board of Education
Secretary

Glenn St. Kolbuz
VBCEA Representative/Chief
Negotiator

[Signature]
Lawton Superintendent of Schools

Sharon B. Green
Team Member

Date: December 22, 2000

Date: December 22, 2000

ARTICLE XVIII
INSURANCE

A. Effective July 1, 2000, the cost for MESSA PAK A is \$662.70. The Board will pay the premium amount for PAK A as follows: The Board will pick up the increase for 2000-2001 and the employee payroll deduction for health will be the same as the 1999-2000 level.

BOARD CONTRIBUTION		EMPLOYEE DEDUCTIONS	
Full Family	\$596.67	Full Family	\$66.03
Two Party	\$603.30	Two Party	\$59.40
Single	\$636.18	Single	\$26.52

B. Effective July, 1 2001 the Board will provide 48% of the per pupil foundation grant increase for salary and benefit increases and MESSA premium increases necessary to maintain the Board's current funding level.

C. Teachers taking Plan B will pay \$26.52 per month.

D. Effective July 1, 2000, teachers not electing to take any health insurance may participate in the PAK B Plan 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 \$26.52 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 (non-taxable).

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

F. 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

INSURANCE, continued

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

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

G. Open Enrollment Period -- Employees have the Fall enrollment period to add, delete or change his/her coverage with MESSA. Open enrollment goes into effect on October 1st. 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.

INSURANCE, continued

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.

CALENDAR(ARTICLE XIX P.35)

The calendar for 2001-2002 will follow the same format with the addition of the Friday before Labor Day as a Professional Development Day. Any reimbursement that the district receives in 2000-01 and 2001-02 from the state for professional development will be given to the association for salary/benefit improvements.

**ARTICLE XIX
LAWTON COMMUNITY SCHOOLS
2000-2001 SCHOOL CALENDAR**

	<u>STUDENT DAYS PER WEEK</u>	<u>CUMULATIVE STUDENT DAYS</u>	<u>TEACHER DAYS PER WEEK</u>	<u>CUMULATIVE TEACHER DAYS</u>
8/21				
8/22				
8/23-25				
8/28-9/1				
9/4-9/8				
9/11-9/15				
9/18-9/22				
9/25-9/29				
10/2-10/6				
10/9-10/13				
10/16-10/20				
10/23-10/27				
10/30-11/3				
11/6-11/10				
11/13-11/17				
11/20-11/24				
11/27-12/1				
12/4-12/8				
12/11-12/15				
12/18-12/22				
12/25-12/29				
1/1-1/5				
1/8-1/12				
1/15-1/19				
1/17 -1/21				
1/22-1/26				
1/29-2/2				
2/5-2/9				
2/12-2/16				
2/19-2/23				
2/26-3/2				
3/5-3/9				
3/12-3/16				
3/19-3/23				
3/26-3/30				
4/2-4/6				
4/9-4/13				
4/16-4/20				
4/23-4/27				
4/30-5/4				
5/7-5/11				
5/14-5/18				
5/21-5/25				
5/28-6/1				
6/4-6/6				
6/10				

ARTICLE XIX

**LAWTON COMMUNITY SCHOOLS
2001-2002 SCHOOL CALENDAR**

	<u>STUDENT DAYS PER WEEK</u>	<u>CUMULATIVE STUDENT DAYS</u>	<u>TEACHER DAYS PER WEEK</u>	<u>CUMULATIVE TEACHER DAYS</u>
8/20				
8/21				
3/22-24				
8/27-8/31				
9/3-9/7				
9/10-9/14				
9/17-9/21				
9/24-9/28				
10/1-10/5				
10/8-10/12				
10/15-10/19				
10/22-10/26				
10/29-11/2				
11/5-11/9				
11/12-11/16				
11/19-11/23				
11/26-11/30				
12/3-12/7				
12/10-12/14				
12/17-12/21				
12/24-12/28				
12/31-1/4				
1/7-1/11				
1/14-1/18				
1/21-1/25				
1/28-2/1				
2/4-2/8				
2/11-2/15				
2/18-2/22				
2/25-3/1				
3/4-3/8				
3/11-3/15				
3/18-3/22				
3/25-3/29				
4/1-4/5				
4/8-4/12				
4/15-4/19				
4/22-4/26				
4/29-5/3				
5/6-5/10				
5/13-5/17				
5/20-5/24				
5/27-5/31				
6/3-6/7				
6/9				

APPENDIX A

SALARY SCHEDULE -- 2000-2001

STEP	BA	BA + 15/18*	MA	MA + 15
1	\$27,411	\$27,505	\$29,594	\$30,391
1.5	\$28,137	\$28,230	\$30,400	\$31,200
2	\$28,861	\$28,958	\$31,206	\$32,010
2.5	\$29,586	\$29,684	\$32,013	\$32,819
3	\$30,311	\$30,411	\$32,820	\$33,628
3.5	\$31,036	\$31,138	\$33,626	\$34,438
4	\$31,760	\$31,864	\$34,434	\$35,248
4.5	\$32,486	\$32,590	\$35,240	\$36,057
5	\$33,210	\$33,317	\$36,046	\$36,867
5.5	\$33,935	\$34,044	\$36,853	\$37,674
6	\$34,660	\$34,770	\$37,660	\$38,485
6.5	\$35,386	\$35,496	\$38,466	\$39,293
7	\$36,110	\$36,222	\$39,274	\$40,104
7.5	\$36,835	\$36,949	\$40,078	\$40,913
8	\$37,560	\$37,674	\$40,885	\$41,723
8.5	\$38,285	\$38,403	\$41,692	\$42,532
9	\$39,009	\$39,128	\$42,499	\$43,341
9.5	\$39,733	\$39,855	\$43,305	\$44,150
10	\$40,458	\$40,582	\$44,112	\$44,958
10.5	\$41,184	\$41,308	\$44,918	\$45,769
11	\$41,908	\$42,034	\$45,726	\$46,578
11.5	\$42,634	\$42,760	\$46,532	\$47,387
12	\$43,358	\$43,488	\$47,339	\$48,197
12.5	\$44,083	\$44,213	\$48,145	\$49,006
13	\$44,807	\$44,941	\$48,952	\$49,816
13.5			\$49,758	\$50,626
14			\$50,566	\$51,434

*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.

SALARY SCHEDULE -- 2001-2002

For 2001-2002 the Board will provide 48% of the per pupil Foundation Grant increase for salary and benefit increases. This will include increases in retirement and social security; step, longevity, and Schedule B increases; and MESSA premium increases necessary to maintain the Board's current level of funding. It is estimated based on current figures, the Foundation grant increase will yield \$285,000; the above mentioned items will cost \$134,000, and the amount remaining for salary increases will be \$151,000. This will provide for Schedule A salary increase of approximately 4-5%. Additionally, the Association can use part of that money for improvements to Schedule B or for an increase in the Board's funding of MESSA premiums.

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 \$350 per year.
- Years 5 - 7: Top step plus \$550 per year.
- Years 8-10: \$800.00 per year.
- Year 11 to retirement/resignation: Top Step, plus \$1,300

Step	BA	BA+ 15/18	MA	MA+ 15
13	Maximum	Maximum		
	Salary Step	Salary Step		
13.5				
	Longevity Steps		Maximum	Maximum
14	\$350	\$350	Salary Step	Salary Step
			Longevity Steps	
15	\$350	\$350	\$350	\$350
16	\$350	\$350	\$350	\$350
17	\$550	\$550	\$550	\$550
18	\$550	\$550	\$550	\$550
19	\$550	\$550	\$550	\$550
20	\$800	\$800	\$800	\$800
21	\$800	\$800	\$800	\$800
22	\$800	\$800	\$800	\$800
23	\$1300	\$1300	\$1300	\$1300
24+	\$1300	\$1300	\$1300	\$1300

Professional Development Reimbursement - In addition to their regular salary, teachers will receive the net (State reimbursement minus retirement and FICA) amount reimbursed by the State for the four (4) Professional Development days in 2000-2001, and five (5) days in 2001-2002. The Association will determine if the teachers will receive the amount reimbursed by the State, minus offsets, or the same total amount prorated based on the teacher's regular salary, including his/her longevity. Teachers will not be paid this reimbursement if they do not attend the Professional Development Day.

APPENDIX B
Extra-Duty – 2000-2001

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>ATHLETIC</u>					
Baseball:					
Varsity	\$1,909	\$1,961	\$2,133	\$2,248	\$2,366
J.V.	\$1,502	\$1,588	\$1,678	\$1,765	\$1,858
Basketball:					
Varsity	\$2,724	\$2,885	\$3,052	\$3,212	\$3,378
J.V.	\$1,772	\$1,879	\$1,985	\$2,089	\$2,200
Freshman	\$1,502	\$1,588	\$1,678	\$1,765	\$1,858
8th Grade	\$1,269	\$1,348	\$1,420	\$1,502	\$1,572
7th Grade	\$1,269	\$1,348	\$1,420	\$1,502	\$1,572
Cheerleading:					
H.S. (Fall)	\$1,362	\$1,447	\$1,523	\$1,609	\$1,687
H.S. (Winter)	\$1,362	\$1,447	\$1,523	\$1,609	\$1,687
M.S.	\$ 762	\$ 808	\$ 851	\$ 899	\$ 945
J.V. (Fall)	\$ 953	\$1,014	\$1,066	\$1,126	\$1,181
J.V. (Winter)	\$ 953	\$ 1,014	\$1,066	\$1,126	\$1,181
Compet. Cheer	\$1,362	\$1,447	\$1,523	\$1,609	\$1,687
Soccer:					
H.S. Soccer:	\$1,362	\$1,447	\$1,523	\$1,609	\$1,687
Ass't. Soccer:	\$ 862	\$ 917	\$ 964	\$1,019	\$1,068
Cross-Country:	\$1,228	\$1,296	\$1,355	\$1,423	\$1,484
Football:					
Varsity	\$2,724	\$2,885	\$3,052	\$3,212	\$3,378
Varsity Asst.	\$1,772	\$1,879	\$1,985	\$2,089	\$2,200
Head J.V.	\$1,772	\$1,879	\$1,985	\$2,089	\$2,200
J.V. Asst.	\$1,362	\$1,447	\$1,523	\$1,609	\$1,687
M. S.	\$1,269	\$1,348	\$1,420	\$1,502	\$1,572
M.S. Asst.	\$1,017	\$1,076	\$1,140	\$1,197	\$1,262
Softball:					
Varsity	\$1,909	\$1,961	\$2,133	\$2,248	\$2,366
J.V.	\$1,502	\$1,588	\$1,678	\$1,765	\$1,858
Track:					
High School	\$1,909	\$1,961	\$2,133	\$2,248	\$2,366
H.S. Asst.	\$1,502	\$1,588	\$1,678	\$1,765	\$1,858
M. S.(COED)	\$1,017	\$1,076	\$1,140	\$1,197	\$1,262

EXTRA DUTY, 2000-2001, continued**Volleyball:**

Varsity	\$2,085	\$2,208	\$2,334	\$2,465	\$2,591
J.V.	\$1,583	\$1,680	\$1,780	\$1,874	\$1,970
Freshman	\$1,346	\$1,427	\$1,510	\$1,601	\$1,696
M. S.	\$1,104	\$1,171	\$1,235	\$1,305	\$1,369

Wrestling:

Varsity	\$2,724	\$2,885	\$3,052	\$3,212	\$3,378
Varsity Asst.	\$1,772	\$1,879	\$1,985	\$2,089	\$2,200
M. S.	\$1,104	\$1,171	\$1,235	\$1,305	\$1,369
Elementary	\$ 762	\$ 808	\$ 851	\$ 899	\$ 945

NON-ATHLETIC**Annual:**

H.S. In-Class	\$ 549	\$ 592	\$ 632	\$ 677	\$ 717
H.S. Out-of-Class	\$ 867	\$ 909	\$ 951	\$ 995	\$1,034
M.S.	\$ 471	\$ 499	\$ 529	\$ 557	\$ 585
E.S.	\$ 236	\$ 251	\$ 262 \$ 277	\$ 294	
Band Camp:	\$ 947	\$1,000	\$1,057	\$1,111	\$1,171
Band:	\$1,884	\$1,998	\$2,110	\$2,225	\$2,334

Drama:

Director	\$1,181	\$1,248	\$1,324	\$1,391	\$1,464
Asst. Director (Musicals)	\$ 354	\$ 375	\$ 394 \$ 417	\$ 440	
Band Director	\$ 354	\$ 375	\$ 394 \$ 417	\$ 440	
Stage Director	\$ 354	\$ 375	\$ 394	\$ 417	\$ 440

Professional Responsibilities: Driver's Education / Saturday School / Summer School ,M.S. Homework Hour, Saturday School, Curriculum Council and substitute teaching for another staff member during planning period, special period, etc.)

BA Step 1 divided by 186 divided by 7.5 (19.65/hour in 2001-2002)

H.S. S.A.D.D.:	\$ 236	\$ 251	\$ 262	\$ 277	\$ 294
Honor Society:	\$ 236	\$ 251	\$ 262	\$ 277	\$ 294
Life Club:	\$ 236	\$ 251	\$ 262	\$ 277	\$ 294
Ski Club:	\$ 236	\$ 251	\$ 262	\$ 277	\$ 294
Spanish/French Club:	\$ 236	\$ 251	\$ 262	\$ 277	\$ 294
Photography Club:	\$ 236	\$ 251	\$ 262	\$ 277	\$ 294

EXTRA DUTY, 2000-2001, continued

Business Club:	\$ 236	\$ 251	\$ 262	\$ 277	\$ 294
Art Club:	\$ 236	\$ 251	\$ 262	\$ 277	\$ 294
Newspaper:	\$ 471	\$ 499	\$ 529	\$ 557	\$ 585
Future Problem Solving:	\$ 471	\$ 499	\$ 529	\$ 557	\$ 585
Spelling Bee:	\$ 471	\$ 499	\$ 529	\$ 557	\$ 585
Jr. Great Books:	\$ 471	\$ 499	\$ 529	\$ 557	\$ 585
M.S. Math Coach:	\$ 471	\$ 499	\$ 529	\$ 557	\$ 585
M.S. Vocal Music:	\$ 236	\$ 251	\$ 262	\$ 277	\$ 294
H.S. Science Olympiad:	\$ 631	\$ 657	\$ 686	\$ 716	\$ 743
M.S. Science Olympiad:	\$ 631	\$ 657	\$ 686	\$ 716	\$ 743
Young Astronauts:	\$ 236	\$ 251	\$ 262	\$ 277	\$ 294
Young Authors (2):	\$ 236	\$ 251	\$ 262	\$ 277	\$ 294
Young Authors Coordinator:	\$ 149	\$ 149	\$ 149	\$ 149	\$ 149
Young Wizards:	\$ 631	\$ 657	\$ 686	\$ 716	\$ 743
H.S. Student Council:	\$ 394	\$ 411	\$ 421	\$ 437	\$ 451
M.S. Student Council:	\$ 394	\$ 411	\$ 421	\$ 437	\$ 451
4th-6th Choral Club:	\$ 236	\$ 251	\$ 262	\$ 277	\$ 294

EXTRA DUTY 2000-2001 continued

Sponsors:	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Grades 6-10	\$ 394	\$ 411	\$ 421	\$ 437	\$ 451
Grade 11	\$ 673	\$ 692	\$ 711	\$ 734	\$ 759
Grade 12	\$ 790	\$ 817	\$ 848	\$ 877	\$ 905
Rain Forest Advisor:	\$ 790	\$ 817	\$ 848	\$ 877	\$ 905

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.

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.

EXTRA DUTY, 2000-2001, continued

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:

- A. 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.
- B. The high school guidance counselor will be scheduled for ten (10) additional days in 2000-2001 and eight (8) additional days in 2001-2002.

OPEN POSITIONS

The Board and Association recognize the value of filling extra-duty positions with teachers from within the bargaining unit. The Board also agrees to give preference to teachers within the bargaining unit when other qualifications are equal. However, the Board reserves the right to make the final decision concerning hiring people for extra-duty positions.

Teachers who have applied for extra-duty positions will be interviewed before the extra-duty positions are posted outside the district. (See Article VII, Section A)

It is understood that the Board may temporarily fill an extra-duty position during the posting process. In such cases, the extra-duty pay will be pro-rated based on the length of time the temporary employee and the permanent employee worked.

TEACHER INDUCTION AND MENTORING PROGRAM

The Michigan Board of Education believes that the New Teacher Induction/Teacher Mentoring process is :
A cooperative arrangement between peers in which new members of the teaching profession are provided ongoing assistance and support by one or more skilled and experienced teachers. This relationship should be collegial in nature and all experiences should be directed toward the development and refinement of the knowledge, skills, and dispositions necessary for effective learning. This process is expected to be mutually beneficial for all parties and to result in improved instructional practice and professional performances.

- A . The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

Each teacher in his/her first three (3) years in the classroom shall:

1. Be matched with an approved Mentor Teacher
2. Be provided with a minimum of fifteen (15) days of professional development induction.

This shall be scheduled within the regular school day whenever possible.

B. Matching Mentors and Mentees

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

1. Mentor Teacher shall be a tenured teacher with successful teaching experiences of at least five (5) years.
2. Participation of the Mentor shall be voluntary.
3. Each March, the District shall notify and publish the elements of the Mentor Program to all teachers and invite volunteers. The District shall compile a list of potential Mentors by June.
4. The District shall provide each Mentor and Mentee a description of the program requirements.
5. Mentors and Mentees should be matched based upon similar jobs, building, areas of certification, and duties. (For example: match specials teacher with another specials teacher, matching traveling teachers, etc.) The Mentor and Mentee shall have similar assignments and conference/planning whenever possible.
6. A Mentee shall have only one (1) Mentor at a time, unless otherwise requested. A Mentor shall work with only one (1) first-year Mentee at a time.

TEACHER INDUCTION AND MENTORING PROGRAM, continued

7. The Mentor assignment shall be for one (1) year, subject to review. The appointment may be renewed in succeeding years or, a change may be made based on a change in teaching assignment. If either Mentor or Mentee feel the relationship is not providing the necessary help, either may request a change to the Director of Mentoring and Induction and the change shall be made within fifteen (15) days.

C. Confidentiality

1. Because the purpose of the Mentor-Mentee match is to acclimate new teachers and to provide necessary assistance toward the end of quality instruction, the relationship shall be confidential and shall not in any fashion be a matter included in the evaluation of the Mentor or the Mentee.
2. Neither the Mentor nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor shall not be called as a witness in any grievance or administrative hearing involving the Mentee, nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor.
3. No person shall require the Mentor or the Mentee to discuss any information about the relationship in any matter or to seek information as to the competence of either party.

D. Released Time

1. The Mentor shall receive, subject to scheduling with the principal, released time to observe, instruct, and aid the performance of the Mentee in his/her classroom or work station during the regular instructional day.
2. The Mentee shall receive, subject to scheduling with the principal, released time to observe and conference with the Mentor and /or participate in other approved induction activities.

E. Responsibilities and Compensation For Mentors

1. To qualify as a Mentor, a teacher shall have mentoring training provided by Lawton Community Schools or an Intermediate School District or through approved course work specific to mentoring.
2. The District shall pay the cost of mentor training provided by Lawton Community Schools or an Intermediate School District for any qualified teacher who is interested in becoming a Mentor.

TEACHER INDUCTION AND MENTORING PROGRAM, continued

3. Mentors shall meet together one time per year to plan induction program activities, reevaluate the New Teacher Induction and Mentoring Program, and update the New Teacher Handbook.
4. The District shall provide each Mentor with a Mentor Handbook outlining the roles and responsibilities of mentorship.
5. Each Mentor is responsible for meeting with his/her Mentee at least four (4) times during the year. Each Mentor who is assigned to a Mentee shall be paid as follows:

First Year \$300

Second Year \$200

Third Year \$100

(During the phase-in period of the program, all mentors will receive \$300 during the first year regardless of the year of their mentoring relationship. During the second year, all mentors will receive \$200 regardless of the year of their mentoring relationship except those who are starting a mentoring relationship They will receive \$300).

6. In the event that the Mentee has been placed on a Plan of Improvement, the Mentor may request up to 10 hours of additional pay at teacher hourly rate to provide assistance specific to the Plan of Improvement to the Mentee.

F. New Teacher Induction

1. The District shall develop a program of classes and/or experiences that shall satisfy the requirements for New Teacher Induction at no cost to the Mentee. Professional development shall be scheduled within the regular workday and year whenever possible. The District shall provide a list of programs/experiences along with dates and times to each Mentee. The Mentee may elect to satisfy the induction requirement of fifteen(15) days of professional development through District-provided programs.
2. Regular in-service days provided by the District beyond the number required of all teachers by law shall be accepted as professional development experiences toward fulfillment of the induction requirement.

TEACHER INDUCTION AND MENTORING PROGRAM, continued

3. The District shall provide each Mentee with a New Teacher Handbook and a copy of the book *The First Days of School* by Harry Wong.
4. The Mentee shall report to the Administrative Assistant to the Superintendent each professional development experience. The District shall be responsible for keeping the records and validation of each Mentee's obligations under the law and provide assistance in accomplishing his/her goal.

MINIMAL INSTRUCTIONAL HOUR REQUIREMENT OF 1098 HOURS

For 2000-2001, the student day at the middle school will begin three minutes (8:07) earlier than in 1999-2000. (While at this time the number of student hours remains frozen at 1098, if the Legislature again requires 1104 hours in 2001-2002, the student day at the middle school will begin two minutes earlier than in 2000-2001.

**LAWTON COMMUNITY SCHOOLS
GRIEVANCE FORM**

Grievance # _____

Submit to Principal in Duplicate

GRIEVANCE REPORT

Filed Building Assignment Name of Grievant Date

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: _____

District

Teacher Information	
Social Security Number: _____	
Step: _____	Pay Scale: _____

TEACHER EMPLOYMENT CONTRACT

Teacher

This Contract is a (check only one):
 Tenure Contract Tenure Date: _____
 Probation Contract
 This Contract Made as of, _____ between

 hereinafter called the District, and

 hereinafter called the Teacher.
 For the school year _____ .

WITNESSETH:

1. **Collective Bargaining Agreement:** This contract shall be subject and subordinate to the terms and conditions of the current Collective Bargaining Agreement, and such Collective Bargaining Agreement is made a part of this individual employment contract by this reference thereto.
2. **Employment and duties:** The District hereby employs the Teacher to perform such teaching and related duties connected with the District as may be assigned by the Superintendent and/or his/her designee.
3. **Performance:** The Teacher agrees to faithfully perform all duties and responsibilities assigned in a competent and professional manner and to render satisfactory services in such capacity in accordance with present and future policies, programs, rules, regulations, bylaws and statutes.
4. **Compensation:** The salary and number of installments for the contract period shall be as herein set forth. The District is authorized to make such payroll deductions as may be required by law or authorized by the Teacher and such sums as have not been earned due to absence from service.
5. **Tenure:** If the Teacher is employed as other than a "classroom teacher", such Teacher shall not be deemed to be granted continuing tenure in such capacity by virtue of this Contract of Employment.
6. **Teaching Certificate:** This Contract shall not be valid unless the Teacher shall hold a legal certificate of qualification at the time the contractual period shall begin, and this Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
7. **Term:** Except as expressly otherwise required by statute or allowed by the Collective Bargaining Agreement, the term of this contract shall be as herein set forth.
8. **Assignability:** This Contract is for personal professional services and may not be assigned or transferred by the Teacher or the District.
9. **Additional Terms:** Any additional terms, whether appearing on the reverse side of this agreement or attached hereto, shall constitute a part of this agreement.

CONTRACT TERMS

BASE SALARY					CONTRACT PERCENT	TOTAL SALARY
CONTRACT LENGTH	STARTING DATE	ENDING DATE	PAYROLL INSTALLMENTS			

Said sum (total salary) shall be paid in equal installments, the first payment to be made about _____, with subsequent payments to be made every two weeks.

IN WITNESS WHEREOF, the parties hereto have thereunto set their hands.

By _____ Date _____ By _____ Authorized Signature

THIS CONTRACT VOID IF ORIGINAL IS NOT SIGNED AND RETURNED BY _____

PERSONNEL

