

MASTER AGREEMENT

BETWEEN

**VAN BUREN COUNTY EDUCATION
ASSOCIATION/**

**LAWTON EDUCATION ASSOCIATION,
MEA-NEA**

AND

**BOARD OF EDUCATION
LAWTON COMMUNITY SCHOOLS**

July 1, 2009

TO

June 30, 2011

TABLE OF CONTENTS

ARTICLE

	AGREEMENT	1
	PURPOSE	1
I	RECOGNITION	2
II	ASSOCIATION AND TEACHER RIGHTS	3
III	TEACHER PROTECTION	4
IV	BOARD OF EDUCATION RIGHTS	6
V	PROFESSIONAL COMPENSATION	7
VI	TEACHING HOURS	9
VII	TEACHING LOADS AND ASSIGNMENTS	10
VIII	LEAVE PAY	13
IX	LEAVE OF ABSENCE WITHOUT PAY	17
X	GRIEVANCE PROCEDURE	20
XI	TEACHER EVALUATION	24
	Teacher Evaluation Form	28
	Pre-Observation Form	29
XII	JUST CAUSE AND REPRESENTATION	30
XIII	SUPERVISING TEACHERS OF STUDENT TEACHERS	31
XIV	REDUCTION IN PERSONNEL	32
XV	MISCELLANEOUS PROVISIONS	34
XVI	ACT OF GOD DAYS	35
XVII	DURATION	36
XVIII	INSURANCE	37
XIX	CALENDAR	40

APPENDIX

A	SALARY SCHEDULES	41
B	EXTRA-DUTY	
	Non-Athletic	43
	Athletic	46
C	TEACHER INDUCTION AND MENTORING PROGRAM	48
	GRIEVANCE REPORT FORM	51
	TEACHER EMPLOYMENT CONTRACT	53

AGREEMENT

THIS AGREEMENT, ENTERED into this 1st day of July, 2009, by and between the Board of Education of the Lawton Community Schools, Lawton, Michigan, hereinafter called the "Board" and the VBCEA/Lawton Education Association - 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, contracted to work or who have worked in the same position over sixty (60) 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 he/she desires 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 or covered by the Employee's insurance.
- 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 steps to serve the pupil.
- D. The parties agree that the teacher's time and effort should be primarily directed toward teaching.
- E. Any adverse material must be brought to the attention of the teacher before being placed in his/her file if such material is to be used for future disciplinary or evaluation purposes.
 - 1. Teachers shall, upon proper notification to the Superintendent or designee, be permitted to review the contents of their personnel files.
 - 2. Teachers shall sign a form before anything is placed in their personnel files, except for credentials. The signed form should be kept in the file showing that the teacher is aware of the addition to his/her personnel file.
 - 3. Any teacher who disagrees with the information contained in his/her personnel file may submit a written statement explaining the teacher's position within thirty (30) work days of being provided the memo. This statement shall not exceed five typed sheets and shall be included whenever information is divulged to a third party.

4. When material to be placed in the file is inappropriate, or in error, the material will be corrected or expunged from the file, whichever is appropriate.
5. In the event that the District receives a FOIA request for personnel file(s) of any teacher(s), or any portion thereof, the District shall immediately provide the following to the affected teacher(s):
 - a. A copy of the FOIA request;
 - b. The name(s) of the requesting parties, and all documents and all communications received by the District related to the FOIA request; and
 - c. Upon the teacher's request, copies of all communications and documentation 24 hours prior to being sent to the requesting parties by the District administrators or other agents or attorneys.
6. The District shall not release the following "exempt" items to third parties:
 - a. Social Security numbers;
 - b. Medical, psychological or counseling information with respect to a teacher or a teacher's family;
 - c. All other personal information that is listed under the exemptions provided under the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws.

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 on 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/her 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/she prefers. New teachers must notify the business office in writing soon after the initial hire and a week prior to their first paycheck.

New teachers will be placed on Option 3 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 new teacher and the Board of Education and not subject to the grievance procedure. 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.

- 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 after completion of educational degree. 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.
- 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. If school is canceled on Friday, Saturday school will also be canceled and the District shall not be held to the Thursday 3:00 p.m. notification timeline.
- 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 efforts to employ persons 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 of non-instructional 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 outside school hours.
- E. Flex time on half days: on half days during which teachers are working independently after students leave, teachers may work through lunch and leave early with the approval of their building administrator.

ARTICLE VII
TEACHING LOADS AND ASSIGNMENTS

- A. Teachers shall be assigned according to the teaching endorsements on their teaching certificates and will meet the highly qualified standard of NCLB. Two (2) weeks before staff vacancies are advertised it shall be posted to the faculty permitting highly qualified, subject-targeted teachers to apply for assignment according to the endorsements on their teaching certificate and elementary teachers to transfer to the self-contained grade level of their choice. During the summer, postings will be emailed to staff. Staff members shall have ten (10) work days from date of announcement to apply, except when a vacancy occurs after June 15 and before September 15; internal summer postings shall be for five (5) work days.

Staff vacancies will be awarded to candidates on the basis of certification, qualifications, and seniority as determined by the district. No applicant from outside the bargaining unit will be hired for a pre-K, K, 1 or 2 vacancy without a ZA endorsement. The Board reserves the right when hiring Early Childhood teachers, to first choose LEA teachers who have had successful K-2 teaching experience.

- 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 practical. Such consultation will minimally include the Administration sitting down with the affected teacher and presenting the proposed change. Input will be solicited from the teacher concerning the change and, assuming there is not immediate mutual consent, proper consideration of that input will be made prior to making a final decision. The Administrator will then present the decision in writing to the affected staff member with a rationale for the final decision, if requested. ¶ Such changes should be voluntary and must meet the criteria for a Highly Qualified teacher in accordance with No Child Left Behind legislation.

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 a more senior teacher to be laid off.

- C. **ELEMENTARY COMMON PLANNING TIME:** Each teacher of grades Kindergarten (to include developmental and delayed Kindergarten) through 5th grade shall have one (1) hour of unassigned preparation time per day, excluding duty-free lunch. This shall include one (1) segment of no less than thirty (30) minutes. However, the developmental (delayed) Kindergarten and regular Kindergarten may be exempt from concurrent scheduling of planning time.

- D. The normal weekly teaching loads in grades six (6) through twelve (12) shall contain five (5) unassigned preparation periods per week. The length of each unassigned preparation period shall be equal to the length of one (1) teaching period.
- E. Administration will strive to notify teachers at least two (2) weeks prior when the teacher is given a new preparation (different classes). In extenuating circumstances, two (2) weeks notice may not be possible. In such cases, release time may be granted if the teacher has not previously taught that class. The amount of release time shall be agreed to by the principal. The district shall strive to limit the number of different preparation taught to three (3) per trimester. A combined class such as a foreign language 3 and 4 shall not be considered as different preparation.
- 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 class size exceeds thirty (30) students, 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 provide each teacher with a tentative assignment and tentative class list by no less than two (2) weeks before school is scheduled in the fall and each trimester. The teacher will be given a final list by the end of the second week of school in the fall and second week of the each trimester in the case of secondary teachers. It is understood that these lists may be adjusted if a student moves into or leaves the District.

- 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. The number of hours required shall be determined by the building principal with consultation of the teacher.
-
- 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 a one (1) night stay. Two (2) day conferences in excess of 60 miles one way will be reimbursed for a 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 with administrator's prior approval.
 - I. For high school and middle school teachers, grades will not be required to be on report cards until the end of the second working day after the end of a marking period. For elementary teachers, report cards will not be required to be marked until conferences or five (5) working days after the end of a marking period, whichever is sooner.

ARTICLE VIII
LEAVE PAY

A. **SICKNESS/SERIOUS ILLNESS LEAVE**

1. Definition

- a. A sickness leave will be defined as a day when a teacher is too ill to report to school. A teacher should contact the AESOP system before 6:30 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. 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, step-mother, step-brother or step-sister but will be limited to ten (10) days and does include in-laws. A teacher may be required to provide medical verification that the presence of the teacher is necessary.

2. Accumulation

- a. 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-diem 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-diem payroll deduction for each day of illness beyond their monthly credit.
- b. Sickness/serious injury leave days shall be granted to Temporary Replacement Teachers on a pro-rated basis.
- c. 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 twenty (120) paid days. EXAMPLE: A teacher who has accumulated 116 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 120 days.
- d. Teachers absent on professional development days will be required to obtain the information and materials in the PDI.

B. PERSONAL BUSINESS LEAVE

1. Definition

- a. All teachers in the employ of the Board will be granted two (2) paid leave days per year with third day chargeable against sick leave for personal business per year. 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. Upon approval, the teacher shall contact AESOP. The number of teachers allowed on personal business days shall be limited to two (2) per building for middle school and high school and three (3) per building for the elementary 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; parent teacher conference hours and professional development days, except in the cases of emergencies, at the Superintendent's discretion.

2. Accumulation

- a. Two (2) unused personal business days, if available, will be "banked" and carried over to the next year making a total of four (4) 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 four (4) days available in any given year.
- b. All unused personal business days which are not used or forwarded to be "banked" will be transferred to the teacher's accumulated sick days.

C. COMPENSATION DAYS

1. Compensation days must be used within one (1) month of earning unless other arrangements are made with the immediate supervisor.
2. The teacher will notify the building principal or Superintendent, in writing, at least 48 hours in advance of the date of the use of a compensation day.
3. Teachers shall not be entitled to use compensation days as herein provided to be taken on days contiguous to school vacation periods. They may be taken immediately following a conference release day unless it precedes a school vacation period.

D. WORKER'S COMPENSATION

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 deducted from accumulated sick leave. All claims should be filed with the Superintendent's Secretary. (Forms are available with the Superintendent's secretary.)

E. COURT APPEARANCE/SELECTIVE SERVICE EXAM

1. Time chargeable against either accrued sick leave or business leave may be granted at the discretion of the Administration for the following purposes:

- a. Court appearance as a witness, except where the teacher is a Plaintiff against the Board of Education. (All witness fees will be paid to the District.)

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 (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 (1/2) day sick or personal business day if the teacher does not return and it was possible or practicable to return.

2. Time necessary to take the selective service physical examination.

F. FUNERAL LEAVE

Five (5) days for each death in the immediate family, i.e. spouse, domestic partner, child (including step-child), parent, or in-laws. Four (4) days for each death of a brother, sister, step-brother, step-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 the funeral of the deceased to be granted said days. The Superintendent may grant funeral leave upon request in his/her sole discretion. Additional time chargeable against sick leave may be granted at the discretion of the Administration. Funeral leave for non-family members may be deducted from the employee's personal business leave, if any, and if none remains, from the employee's sick leave.

G. ASSOCIATION DAYS

Upon appropriate notice, up to seven (7) 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 an amount equal to the District's daily substitute pay for each Association Day used.

H. MISCELLANEOUS OTHER LEAVES OF ABSENCE WITH PAY

1. 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 personal business leave, then against sick leave.

2. One (1) day for attendance at the school graduation of a son, daughter, husband, or wife is chargeable against personal business leave first, then against accrued sick leave.

3. Approved visitation at other schools or for attending approved educational conferences or conventions. At the Administrator's discretion, administration leave may be granted for such purposes, such leave not to be charged against accrued personal business or sick leave.

I. PAY FOR UNUSED SICK DAYS

Upon retirement, teachers shall be paid fifty percent (50%) of the current per-diem daily BA 1 rate for accumulated sick days up to a maximum of one hundred twenty (120) days and up to \$25,000. Such sums shall be paid through a 403(B) plan.

ARTICLE IX
LEAVE OF ABSENCE WITHOUT PAY

A. FAMILY AND MEDICAL LEAVE ACT

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
 - (4) The employee's serious health condition
 - (5) Serious health condition of family member where the teacher's presence is medically required, as defined by FMLA
 - (6) Other reason identified by FMLA
2. 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.
3. When the teacher returns from FMLA leave, the District will place the teacher in his/her original position or a substantially equivalent position if the teacher returns within the twelve week FMLA period. If the leave extends beyond twelve weeks of leave, the District will return the teacher to his/her position unless the position does not exist in which case the teacher will be placed in the vacant position for which the teacher is qualified and certified.
4. Health benefits shall continue for twelve (12) weeks on FMLA.
5. If the employee fails to return after twelve (12) weeks, the employee may be required to reimburse the District the cost of insurance premiums paid by the District.
6. The District and Association will abide by all other requirements under the Family and Medical Leave Act to the extent not changed through the aforementioned policy. Paid sick leave may run concurrently with FMLA when such leave is consistent with paid sick leave in Article VIII Sick Leave.
7. FMLA shall be granted on a rolling year basis.
8. 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.

B. CHILD CARE LEAVE

1. Unpaid child care leave for up to one hundred fifty (150) days shall begin when one of the following events occurs:
 - a. 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;
 - b. Where a teacher is taking child care leave because his spouse is pregnant, the leave shall begin as specified in medical certification indicating the anticipated delivery date or actual birth date if earlier;
 - c. 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.
2. A teacher who takes child care leave will have the following options for using sick days:
 - a. Unpaid leave beginning on the date the child care begins;
 - b. If the employee is physically unable to do his/her teaching duties, he/she will be required to use accumulated sick leave. The district may require the employee to use paid leave.
 - c. 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 health care benefits will be continued.

C. MILITARY LEAVE

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 State and Federal law.

D. PERSONAL ILLNESS BEYOND SICK DAY ACCUMULATION

1. Any teacher whose personal illness extends beyond the accumulated sick leave period and FMLA shall be granted a leave of absence, without pay, for a period equal to his/her 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.

2. Sick Bank

- a. The Association will administer the bank on a case by case basis.
- b. The days contributed will be on a voluntary basis.
- c. Teachers may donate up to seventy-five (75) days. The days must be donated by May 1, of each year. All such days donated in any given year will be allocated to next year's sick bank only. A teacher may donate up to a maximum of five (5) days per year.
- d. Unused days each year will be rolled over to the next year up to a maximum of seventy-five (75) days.
- e. No teacher shall take more than thirty (30) days from the sick bank.

E. 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.

F. DURATION OF LEAVE OF ABSENCE

Any faculty member granted a leave of absence for two (2) years or less will be reinstated to a vacant teaching position upon his/her return for which certified and highly qualified and subject to Reductions in Personnel – Article XIV.

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, failure to re-employ or hire any teacher to a position on the extra-curricular schedule;
3. Any matter involving teacher evaluation, except evaluation procedures as addressed in Article XI, 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).

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/her 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 except during the summer when days shall mean days when the administration office is opened, excluding holidays, Saturday and Sunday.

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 ten (10) 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 five (5) days of the discussion, the teacher may reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

- F. 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 ten (10) days of receipt of the Principal's answer, appeal the grievance, in writing, to the Superintendent.

- G. Level Three - A copy of the written grievance shall be filed with the Superintendent or his/her 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/her 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/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Vice President and Building Principal in which the grievance arose.

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 ten (10) 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.

- H. Level Four - Upon proper application as specified in Level Three, the Board shall allow the teacher or his/her 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 vice president of the Association.

- I. 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/she shall be selected in accordance with the rules of the American Arbitration Association.

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.
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/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary scales.
 - c. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her 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/she 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/she shall have no power to interpret State or Federal law.
 - f. He/she 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 arbitrability matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he/she 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 no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- J. 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.
- K. 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.
- L. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.
- M. 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.
- N. 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; excluding coaching, advisory duties, and volunteer activities not relating to the classroom performance.
- 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) work days thereafter, one (1) copy to the teacher, and one (1) copy to the Administration.

D.

- 1. 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

- a. Reinforcement of current strengths
- b. Growth through professional development
- c. Change as suggested by research
- d. Learning through self-evaluation
- e. The basis for individual development plans if required
- f. Identify areas in need of refinement, if necessary.

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.

- 2. Any citation on any item indicating “needs refinement” may be followed by an I.D.P. An “unsatisfactory” evaluation will be followed with an individually and specifically designed I.D.P. as required by the Tenure Act. Timelines for improvement shall be specific. An I.D.P. without prior

unsatisfactory or needs refinement evaluation may be established, provided the teacher had notice of areas of deficiencies.

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.

3. 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 March 15th. Timelines shall be adjusted based upon anniversary date of hire.

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 window 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 or two working days following such observations). Informal observations shall not require conferences or advance notice.

4. 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 evaluation, a written formal evaluation shall be prepared and discussed with the teacher.
5. 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. If concerns as to the accuracy of the subject matter instruction exists, and no district administrator is certified in that area, an expert in the area may be requested to observe the teacher. The expert shall not evaluate the teacher, but shall consult with the

Principal. The administration shall consult with the Association as to the identification of the expert.

6. Three copies (one 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 he/she has read the report and has received copies. The teacher may file a rebuttal to the evaluation within thirty (30) days of the meeting.
7. In addition to this evaluation process all tenured 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.
8. 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.

E. The purpose of the Professional Growth Plan is to encourage individuals or teams to explore an area of teaching for their evaluation. It is recognized by the Association and the Board that a Professional Growth Plan is intended to encourage the professional growth in the attempt to improve the educational experience within the school setting. While achieving the identified goals is the objective of the Professional Growth Plan, it is the process of working toward those goals that demonstrates the individual's professional growth.

1. PROFESSIONAL GROWTH PLAN (PGP) – An individual or team plan developed by tenured teachers to support continual improvement of their professional skills

The Professional Growth Plan shall:

- a. Be initiated by *either* the bargaining unit member *or the administrator* and require the bargaining unit member's consent.
- b. Be developed by the bargaining unit member with collaboration from the Administrator. Goals will be identified and an action plan will be developed to meet these goals.

- c. Require a mid-goal evaluative conference between the teacher and the Administrator to discuss the progress of the plan. At the completion of the plan, a final submission of an analysis of the professional learnings will be placed in the bargaining unit member's personnel file;
 - d. Allow the bargaining unit member to request that a copy of the goals and action plan be placed in his/her personnel file.
2. Professional growth plan schedule for tenured teachers opting not to use the traditional evaluation:
- a. Goals should be presented to the Building Principal no later than October 1st of the evaluation year.
 - b. The progress meeting shall be held by March 15th of the evaluation year (it is the responsibility of the teacher and the administrator to meet these timelines).
 - c. Final reports to the building principal shall be conducted by the end of the school year.

LAWTON COMMUNITY SCHOOLS TEACHER EVALUATION FORM

Teacher's Name _____

Date _____

S=Satisfactory, U=Unsatisfactory, NR=Need Refinement, NA=Not Applicable	S	U	NR	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				

Teacher's signature below indicates a copy has been received, not agreement with contents and that the evaluation form has been placed in the teacher's personnel file.

_____ Date _____

_____ 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 representation present. If a Building Representative is requested by the employee, 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.

- 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 the remaining teachers 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 the remaining teachers are certified and qualified to teach in the remaining 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 and time the teacher signed the contract. In the circumstance of more than one (1) teacher signing their contract on the same day and time, or if no time is printed on the contract, all individuals so affected will participate in a drawing to determine position on 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. Seniority shall not accrue for any time a teacher is on non-paid leave exceeding thirty (30) work days in a school year. A school year is defined as the total number of teacher work days in a normal school year.
 3. 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 the teacher.
 4. The district shall provide the seniority list to each teacher by October 1 of each year. Any objections to the list shall be filed within thirty (30) days, thereafter, the list shall be final.
- 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, is discharged for just cause, leaves the District, 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. HIGHLY QUALIFIED SHALL BE DEFINED AS FOLLOWS:

Teachers shall be assigned within their endorsements on their teaching certificate and shall be deemed highly qualified if they meet the highly qualified standards of the No Child Left Behind legislation definition of a highly qualified teacher.

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. This Agreement shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement, subject to ratification by the Board and the Association.
- D. 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.
- E. 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 from a list of nondenominational charities chosen by the Association and recognized by the Internal Revenue Service.

ARTICLE XVI
ACT OF GOD 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 for the first thirty (30) hours before April 1st. However, after thirty (30) hours, 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:

Make up days will be the first regular work week days following the end of the school year (i.e., the school year ends on a Wednesday, the first make up will be Thursday).

- B. In the event that the State School Aid Act is amended or repealed as described above, inclement days shall be subject to the following provisions: On days when school is closed and the staff is told not to report, they shall be paid for that day. On the first day when school is closed, 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.
- D. On a day with a delayed start, teachers will be notified through a phone fan out as soon as a decision is reached by the Administration/Board. Teachers will not be expected to arrive until ten (10) minutes before the new student arrival time. If school is subsequently cancelled, teachers will be notified as soon as the decision is made and will not be asked to report.

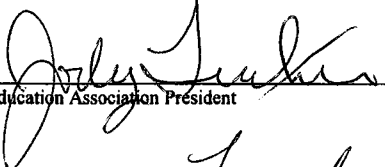
ARTICLE XVII

DURATION

This Agreement shall become effective upon ratification by the Association and the Board. This Agreement shall remain in effect until midnight, June 30, 2011. In witness whereof, the parties hereto have caused this Agreement to be signed.

FOR THE ASSOCIATION:


FOR THE BOARD:



Lawton Education Association President




Lawton Board of Education President



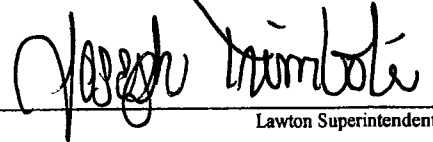
Negotiation Team Chair




Lawton Board of Education Secretary



VBCEA Representative/Chief Negotiator



Lawton Superintendent of Schools



Team Member

Date: 5-25-2010

Date: 5-20-10

ARTICLE XVIII

INSURANCE

- A. Each employee who enrolls in Choices II which includes the coverage set forth in paragraph D of Article XVIII shall pay ten percent (10%) of the Choices II premium. The Board will pay ninety percent (90%) of the premium each month. Insurance benefits are provided for twelve months.

Effective July 1, 2010, Choices II with a \$200/400 deductible shall be provided. The Board shall pay 88% of the premium and the teacher shall pay 12% of the premium.

On August 1, 2011 the Board shall contribute an additional amount up to a 5% increase in the MESSA Choices II rate. The teachers will pay any additional amount until there is a subsequent agreement.

The Employer shall provide a Premium Contribution Plan, which permits a member's contributions toward premiums to be paid with pretax dollars.

The Employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. Bargaining unit members electing to use the Premium Contribution Plan shall do so through a Salary Reduction Agreement and payroll deduction.

- B. Teachers not electing to take any health insurance may participate in the insurance plan (fully Board paid premium) and will receive a cash option in lieu of health benefits. The cash amount shall be an amount equal to the MESSA Choices II Single Subscriber rate. Effective July 1, 2010, the district shall pay \$450 per month in lieu of health insurance.

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue code. Teachers may use this money for MESSA options upon completion of the appropriate application forms, or a specified amount may be applied through a Salary Reduction Agreement by the bargaining unit member towards a Tax Deferred Annuity, pursuant to the District's 403(B) plan.

- C. Part-time teachers will receive amounts paid by the board on a pro-rated basis.

Part-time Teacher Insurance Premium & Cash-in-lieu-of Calculations

This will provide a mathematical example to use in calculating insurance premiums to be paid by the employee and cash-in-lieu of insurance amounts to be received by the employee when an individual works part-time for the Lawton Community School district.

1) Teacher elects to receive PAK A Health Insurance:

To determine the monthly premium that a part-time teacher pays, multiply the percentage teacher they are by the 90% Board paid amount and add to the original 10% employee paid portion effective July 1, 2010, or 88% Board paid and the 12% teacher paid portion.

Example:

Mr. Smith is 62% teacher & has elected PAK A insurance.
PAK A insurance premium is currently \$1188.79 per month.
His share of the monthly premium is calculated as follows:

Full-time teacher's benefit:	\$1,188.79	x	90%(or 88%)	=	\$1,069.91
Part-time teacher's pro-rated benefit:	\$1,069.91	x	62%	=	\$ 663.34
Teacher pays difference +	\$1,069.91	-	\$ 663.34	=	\$ 406.57
	10% co-pay:	\$1,188.79	x	10%(or 12%)	= \$ 118.88
	<u>Mr. Smith's total monthly premium:</u>				<u>\$ 525.44</u>

2) Teacher elects to receive PAK B Insurance/Cash-In-Lieu:

To determine the monthly premium that a part-time teacher pays for PAK B & receives for cash-in-lieu, multiply the monthly premium by 100% minus the percentage teacher they are.

To determine the cash-in-lieu amount they are to receive, multiply the cash-in-lieu of amount by the percentage teacher they are.

Example:

Mr. Smith is 62% teacher & has elected PAK B insurance & to receive cash-in-lieu.
PAK B insurance premium is currently \$136.56 per month & cash-in-lieu is currently \$531.62 per month.

His share of the monthly premium is calculated as follows:

	\$ 136.56	x	38%	=	\$ 51.89
	<u>Mr. Smith's total monthly premium:</u>				<u>\$ 51.89</u>

The monthly cash-in-lieu of amount he will receive is:

	<u>\$ 531.62</u>	x	62%	=	<u>\$ 329.60</u>
--	------------------	---	-----	---	------------------

Effective July 1, 2010; part time teachers shall be paid a prorated share of \$450 per month. Specific dollar amounts and percentages referred to in this example are subject to change with subsequent contract negotiations and/or letters of agreement. This document was produced for the sole purpose of providing a mathematical formula to follow when performing these calculations.

D. MESSA PAK Summary

Plan A: Health: CHOICES II

- | | |
|--|---|
| 2. Long Term Disability: 66 2/3%
\$2,500 maximum
90 Calendar Days - Modified Fill
Maternity Coverage
Pre-existing Condition Wavier
Deductible \$200/400 | Alcohol/Drug Waiver - 2 year Limitation
Mental/Nervous Wavier - 2 year Limitation
Freeze on Offsets |
| 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

2010-2011 LAWTON COMMUNITY SCHOOLS CALENDAR

		Student	Cumulative	Teacher	Teacher	HALF	TRI	PD	CONF	
		Days	Days	Days	Days					
8/23-8/27	8/24 & 8/25 Professional Development 8/26 Staff Day No Teachers 8/27	0	0	3	3			12		
9/6-9/10	9/6 Labor Day, No school, 9/7 1/2 day Students a.m./PD p.m.	4	4	4	7	1		3		
9/13-9/17		5	9	5	12					
9/20-9/24		5	14	5	17					
9/27-10/01		5	19	5	22					
10/04-10/08		5	24	5	27					
10/11-10/15	10/11 & 10/13 5-8 Elem. Conf., 10/13 & 10/14 HS/MS Conf. 5-8 pm, 10/15 Students AM, PD PM 12-3, Elem 1-3 conferences	5	29	5	32	1		3 e8 hm6		
10/18-10/22		5	34	5	37					
10/25-10/29		5	39	5	42					
11/01-11/05		5	44	5	47					
11/8-11/12		5	49	5	52					
11/15-11/19	11/19 5th block exam	5	54	5	57					
11/22-11/26	11/22 exams 1 & 2 AM, records PM, 11/23 exams 3&4 AM, records PM No school-Thanksgiving Break 11/24*-11/26 (Conference Comp. Day)*	2	56	3	60	2	56			
11/29-12/3	Start of 2nd Trimester-11/29	5	61	5	65					
12/6-12/10		5	66	5	70					
12/13-12/17		5	71	5	75					
12/20-12/24	Christmas Break		71		75					
12/27-12/31	Christmas Break		71		75					
1/3-1/7		5	76	5	80					
1/10-1/14		5	81	5	85					
1/17-1/21		5	86	5	90					
1/24-1/28	1/24 & 1/26 El Conf. 5-8, 1/27 HS/MS Conf. 5-8, 1/28 Students AM, Conferences PM 1-3 EL-12-3 PD	5	91	5	95	1		3 e6 hm5		
1/31-2/4		5	96	5	100					
2/7-2/11		5	101	5	105					
2/14-2/18	2/18- no students, Teachers PD full day	4	105	5	110			6		
2/21-2/25	Midwinter break no school 2/21	4	109	4	114					
2/28-3/4	MME 3/1, 3/2, 3/3	5	114	5	119					
3/7-3/11	3/8 5th block exam, 3/9 1&2 block exams, 3/10 exams 3 & 4, 3/11 records day, no students	4	118	5	124		62			
3/14-3/18	Start of 3rd Trimester	5	123	5	129					
3/21-3/25		5	128	5	134					
3/28-4/1	3/30 HS/MS Conf. 5-8, 3/31 Students AM, HS/MS Conf. 1-3, Elem at risk conf. 1-3, 4/1 (Conf Comp. Day)*	4	132	5	139	1		e2 hm5		
4/4-4/8	Spring Break	0	132	0	139					
4/11-4/15		5	137	5	144					
4/18-4/22		5	142	5	149					
4/25-4/29		5	147	5	154					
5/2-5/6		5	152	5	159					
5/9-5/13		5	157	5	164					
5/16-5/20		5	162	5	169					
5/23-5/27	5/27 Graduation	5	167	5	174					
5/30-6/3	5/30 Memorial Day, No School	4	171	4	178					
6/6-6/10	6/7 5th block exam, 6/8 1 & 2 exams, 6/9 3 & 4 exams AM, records PM, 6/10 no students records all.	4	175	5	183	1	57			
We agree to do 6 hours PD outside the calendar.							7	175	24	16

APPENDIX A

Lawton EA 2009-2010 Salary Schedule

STEP	BA	BA+15/18*	MA	MA+15
1	\$33,935	\$34,043	\$36,101	\$37,009
2	\$34,261	\$34,374	\$37,098	\$38,010
3	\$35,900	\$36,017	\$38,923	\$39,841
4	\$37,538	\$37,658	\$40,744	\$41,672
5**	\$39,176	\$39,302	\$42,569	\$43,501
6	\$40,816	\$40,944	\$44,393	\$45,330
7	\$42,454	\$42,585	\$46,213	\$47,160
8	\$44,094	\$44,228	\$48,037	\$48,991
9	\$45,732	\$45,871	\$49,861	\$50,817
10	\$47,370	\$47,512	\$51,685	\$52,649
11	\$49,010	\$49,156	\$53,509	\$54,479
12	\$50,646	\$50,797	\$55,332	\$56,309
13	\$51,019	\$51,171	\$57,157	\$58,138
14	\$52,030	\$52,184	\$57,529	\$58,512
15	\$52,030	\$52,184	\$58,669	\$59,670
16	\$52,247	\$52,401	\$58,886	\$59,888
17	\$52,247	\$52,401	\$58,886	\$59,888
18	\$52,247	\$52,401	\$58,886	\$59,888
19	\$52,520	\$52,674	\$59,159	\$60,159
20	\$52,520	\$52,674	\$59,159	\$60,159
21	\$52,520	\$52,674	\$59,159	\$60,159
22	\$53,064	\$53,218	\$59,703	\$60,703
23+	\$54,420	\$54,574	\$61,059	\$62,059

*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.

** New hires after July 1, 2007 will be frozen at step 5 BA salary schedule until completion of 18 credit hours.

Lawton EA 2010-2011 Salary Schedule***

STEP	BA	BA+15/18*	MA	MA+15
1	\$34,105	\$34,213	\$36,282	\$37,194
2	\$34,433	\$34,546	\$37,283	\$38,200
3	\$36,080	\$36,198	\$39,117	\$40,040
4	\$37,726	\$37,847	\$40,948	\$41,881
5**	\$39,372	\$39,498	\$42,782	\$43,719
6	\$41,020	\$41,148	\$44,615	\$45,557
7	\$42,666	\$42,798	\$46,444	\$47,396
8	\$44,314	\$44,449	\$48,277	\$49,235
9	\$45,960	\$46,100	\$50,110	\$51,072
10	\$47,606	\$47,750	\$51,944	\$52,912
11	\$49,255	\$49,402	\$53,777	\$54,751
12	\$50,900	\$51,051	\$55,609	\$56,590
13	\$51,274	\$51,427	\$57,442	\$58,428
14	\$52,290	\$52,445	\$57,817	\$58,804
15	\$52,290	\$52,445	\$58,962	\$59,968
16	\$52,509	\$52,663	\$59,181	\$60,187
17	\$52,509	\$52,663	\$59,181	\$60,187
18	\$52,509	\$52,663	\$59,181	\$60,187
19	\$52,782	\$52,937	\$59,455	\$60,460
20	\$52,782	\$52,937	\$59,455	\$60,460
21	\$52,782	\$52,937	\$59,455	\$60,460
22	\$53,329	\$53,484	\$60,001	\$61,006
23+	\$54,692	\$54,847	\$61,364	\$62,369

*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.

** New hires after July 1, 2007 will be frozen at step 5 BA salary schedule until completion of 18 credit hours.

***This table reflects 0.5% increase in salary from the 2009-2010 salary table, but is an off-schedule increase. After completion of the 2010-2011 school year, the salary table to be used is the 2009-2010 salary table.

APPENDIX B

Extra-Duty

SCHEDULE B NON-ATHLETIC POSITIONS 2009-2011

Position	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	10- Year C
Annual:												
HS in-class	2.00%	\$ 681	\$ 687	\$ 720	\$ 753	\$ 786	\$ 819	\$ 852	\$ 885	\$ 917	\$ 950	\$ 934
HS out of class	4.00%	\$1,362	\$1,375	\$1,441	\$1,506	\$1,572	\$1,638	\$1,703	\$1,769	\$1,835	\$1,900	\$1,868
Band Camp	2.50%	\$ 851	\$ 859	\$ 900	\$ 941	\$ 983	\$1,024	\$1,065	\$1,106	\$1,147	\$1,188	\$1,168
Band	5.00%	\$1,702	\$1,719	\$1,801	\$1,883	\$1,965	\$2,047	\$2,129	\$2,211	\$2,294	\$2,376	\$2,335
Drama:												
Director	4.00%	\$1,362	\$1,375	\$1,441	\$1,506	\$1,572	\$1,638	\$1,703	\$1,769	\$1,835	\$1,900	\$1,868
Asst. Director	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
Band director- musicals	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
Stage Director	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
HS SADD	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
Honor Society	2.00%	\$ 681	\$ 687	\$ 720	\$ 753	\$ 786	\$ 819	\$ 852	\$ 885	\$ 917	\$ 950	\$ 934
Life Club	1.50%	\$ 511	\$ 516	\$ 540	\$ 565	\$ 590	\$ 614	\$ 639	\$ 663	\$ 688	\$ 713	\$ 701
Ski Club	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
Spanish Club	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
w/trip add -	2.00%	\$ 681	\$ 687	\$ 720	\$ 753	\$ 786	\$ 819	\$ 852	\$ 885	\$ 917	\$ 950	\$ 934
MS Chess Club	0.50%	\$ 170	\$ 172	\$ 180	\$ 188	\$ 197	\$ 205	\$ 213	\$ 221	\$ 229	\$ 238	\$ 234
MS Art Club	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
MS Newspaper	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
MS Future Problem Solving	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
MS Spelling Bee	2.00%	\$ 681	\$ 687	\$ 720	\$ 753	\$ 786	\$ 819	\$ 852	\$ 885	\$ 917	\$ 950	\$ 934
MS Jr. Great Books	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
EL Jr. Great Books	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
EL 4-5 grade Chess Club	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
MS Math Coach	2.00%	\$ 681	\$ 687	\$ 720	\$ 753	\$ 786	\$ 819	\$ 852	\$ 885	\$ 917	\$ 950	\$ 934
MS Vocal Music	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
HS Science Olympiad	2.00%	\$ 681	\$ 687	\$ 720	\$ 753	\$ 786	\$ 819	\$ 852	\$ 885	\$ 917	\$ 950	\$ 934
MS Science Olympiad	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
MS Young Authors	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
HS Student Council	1.50%	\$ 511	\$ 516	\$ 540	\$ 565	\$ 590	\$ 614	\$ 639	\$ 663	\$ 688	\$ 713	\$ 701
MS Student Council	1.50%	\$ 511	\$ 516	\$ 540	\$ 565	\$ 590	\$ 614	\$ 639	\$ 663	\$ 688	\$ 713	\$ 701
4th-5th Grades Choral Club	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
Class Sponsors:												
Grade 6	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
Grade 7	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
Grade 8	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467

Grade 9	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467
Grade 10	1.50%	\$ 511	\$ 516	\$ 540	\$ 565	\$ 590	\$ 614	\$ 639	\$ 663	\$ 688	\$ 713	\$ 701
Grade 11	2.50%	\$ 851	\$ 859	\$ 900	\$ 941	\$ 983	\$1,024	\$1,065	\$1,106	\$1,147	\$1,188	\$1,168
Grade 12	3.00%	\$1,021	\$1,031	\$1,081	\$1,130	\$1,179	\$1,228	\$1,278	\$1,327	\$1,376	\$1,425	\$1,401
Rain Forest Advisor	3.00%	\$1,021	\$1,031	\$1,081	\$1,130	\$1,179	\$1,228	\$1,278	\$1,327	\$1,376	\$1,425	\$1,401
Advantage Learning Coordinator	6.00%	\$2,043	\$2,062	\$2,161	\$2,260	\$2,358	\$2,457	\$2,555	\$2,654	\$2,752	\$2,851	\$2,802
Kindergarten Circus (1 position for each class)*	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 934
4th Grade Mackinac Trip (1 position for each class)*	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$1,404
5th Grade camp (1 position for each class)*	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$1,401
M&M Club- Mentor-MS	1.00%	\$ 340	\$ 344	\$ 360	\$ 377	\$ 393	\$ 409	\$ 426	\$ 442	\$ 459	\$ 475	\$ 467

*10-Year Cap
refers to total of all
positions.

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.

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. K-6th Grade Guidance Counselor. 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 building Principal, with Board approval.
- B. The 7-12th Grade Guidance Counselor will be scheduled for eleven (11) additional days each year with the option of four (4) additional days, provided the additional four (4) days are mutually agreed to by the counselor and building Principal, with Board approval.

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.

**SCHEDULE B ATHLETIC POSITIONS
2009-2011**

POSITION	%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
7th Grade Basketball Boys	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
7th Grade Basketball Girls	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
7th Grade Volleyball 1	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
7th Grade Volleyball 2	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
8th Grade Basketball Boys	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
8th Grade Basketball Girls	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
8th Grade Volleyball 1	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
8th Grade Volleyball 2	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
Competitive Cheer	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
Freshman Basketball Boys	6.25%	\$2,128	\$2,148	\$2,251	\$2,354	\$2,456	\$2,559	\$2,662	\$2,764	\$2,867	\$2,970
Freshman Basketball Girls	6.25%	\$2,128	\$2,148	\$2,251	\$2,354	\$2,456	\$2,559	\$2,662	\$2,764	\$2,867	\$2,970
Freshman Volleyball	5.50%	\$1,872	\$1,891	\$1,981	\$2,071	\$2,162	\$2,252	\$2,342	\$2,433	\$2,523	\$2,613
JV Baseball	6.25%	\$2,128	\$2,148	\$2,251	\$2,354	\$2,456	\$2,559	\$2,662	\$2,764	\$2,867	\$2,970
JV Boys Basketball	7.00%	\$2,383	\$2,406	\$2,521	\$2,636	\$2,751	\$2,866	\$2,981	\$3,096	\$3,211	\$3,326
JV Cheerleading	4.00%	\$1,362	\$1,375	\$1,441	\$1,506	\$1,572	\$1,638	\$1,703	\$1,769	\$1,835	\$1,900
JV Football	7.00%	\$2,383	\$2,406	\$2,521	\$2,636	\$2,751	\$2,866	\$2,981	\$3,096	\$3,211	\$3,326
JV Football Assistant	6.25%	\$2,128	\$2,148	\$2,251	\$2,354	\$2,456	\$2,559	\$2,662	\$2,764	\$2,867	\$2,970
JV Girls Basketball	7.00%	\$2,383	\$2,406	\$2,521	\$2,636	\$2,751	\$2,866	\$2,981	\$3,096	\$3,211	\$3,326
JV Sideline Cheer	4.00%	\$1,362	\$1,375	\$1,441	\$1,506	\$1,572	\$1,638	\$1,703	\$1,769	\$1,835	\$1,900
JV Soccer	6.25%	\$2,128	\$2,148	\$2,251	\$2,354	\$2,456	\$2,559	\$2,662	\$2,764	\$2,867	\$2,970
JV Softball	6.25%	\$2,128	\$2,148	\$2,251	\$2,354	\$2,456	\$2,559	\$2,662	\$2,764	\$2,867	\$2,970
JV Volleyball	6.25%	\$2,128	\$2,148	\$2,251	\$2,354	\$2,456	\$2,559	\$2,662	\$2,764	\$2,867	\$2,970
MS Cross Country	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
MS Football 1	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
MS Football 2	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
MS Track Boys	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
MS Track Girls	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
MS Wrestling	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
Varsity Baseball	8.25%	\$2,809	\$2,836	\$2,971	\$3,107	\$3,242	\$3,378	\$3,513	\$3,649	\$3,784	\$3,920
Varsity Basketball Boys	9.75%	\$3,319	\$3,351	\$3,512	\$3,672	\$3,832	\$3,992	\$4,152	\$4,312	\$4,472	\$4,632
Varsity Basketball Girls	9.75%	\$3,319	\$3,351	\$3,512	\$3,672	\$3,832	\$3,992	\$4,152	\$4,312	\$4,472	\$4,632
Varsity Cheerleading	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
Varsity Cross Country	7.00%	\$2,383	\$2,406	\$2,521	\$2,636	\$2,751	\$2,866	\$2,981	\$3,096	\$3,211	\$3,326
Varsity Football	9.75%	\$3,319	\$3,351	\$3,512	\$3,672	\$3,832	\$3,992	\$4,152	\$4,312	\$4,472	\$4,632

Varsity Football Assistant	7.00%	\$2,383	\$2,406	\$2,521	\$2,636	\$2,751	\$2,866	\$2,981	\$3,096	\$3,211	\$3,326
Varsity Golf	7.00%	\$2,383	\$2,406	\$2,521	\$2,636	\$2,751	\$2,866	\$2,981	\$3,096	\$3,211	\$3,326
Varsity Sideline Cheer	4.75%	\$1,617	\$1,633	\$1,711	\$1,789	\$1,867	\$1,945	\$2,023	\$2,101	\$2,179	\$2,257
Varsity Soccer	8.25%	\$2,809	\$2,836	\$2,971	\$3,107	\$3,242	\$3,378	\$3,513	\$3,649	\$3,784	\$3,920
Varsity Softball	8.25%	\$2,809	\$2,836	\$2,971	\$3,107	\$3,242	\$3,378	\$3,513	\$3,649	\$3,784	\$3,920
Varsity Track Boys & Girls	9.75%	\$3,319	\$3,351	\$3,512	\$3,672	\$3,832	\$3,992	\$4,152	\$4,312	\$4,472	\$4,632
Varsity Track Boys & Girls Assistant	7.00%	\$2,383	\$2,406	\$2,521	\$2,636	\$2,751	\$2,866	\$2,981	\$3,096	\$3,211	\$3,326
Varsity Track Boys or Girls Only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Varsity Track Event Assistant 1	5.50%	\$1,872	\$1,891	\$1,981	\$2,071	\$2,162	\$2,252	\$2,342	\$2,433	\$2,523	\$2,613
Varsity Track Event Assistant 2	5.50%	\$1,872	\$1,891	\$1,981	\$2,071	\$2,162	\$2,252	\$2,342	\$2,433	\$2,523	\$2,613
Varsity Volleyball	8.25%	\$2,809	\$2,836	\$2,971	\$3,107	\$3,242	\$3,378	\$3,513	\$3,649	\$3,784	\$3,920
Varsity Wrestling	8.25%	\$2,809	\$2,836	\$2,971	\$3,107	\$3,242	\$3,378	\$3,513	\$3,649	\$3,784	\$3,920
Varsity Wrestling Assistant	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

APPENDIX C
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.
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.

8. 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 not in any fashion be a matter included in the evaluation of the Mentor or the Mentee.
9. Neither the Mentor nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
10. No person shall require the Mentor or the Mentee 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.
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

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 the 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.
3. The District shall provide each Mentee with a New Teacher Handbook.
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.

**LAWTON COMMUNITY SCHOOLS
GRIEVANCE FORM**

Grievance # _____

Submit to Principal in Duplicate

GRIEVANCE REPORT

<u>Filed</u>	<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date</u>

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

Signature

Date

Date

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

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: _____

Signature

Date

Signature

Date

C. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

District Lawton Community Schools

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

Teacher

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