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AGREEMENT

This Agreement is entered into this 30th day of July, 1973, between the Board of Education of Lawrence Public Schools, Van Buren County, hereinafter called the "board" and the Lawrence Education Association, hereinafter called the "LEA".

I. BOARD RIGHTS AND RESPONSIBILITIES

The Board may not, by agreement or through arbitration, delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must therefore be subject to the Michigan School Laws and all other applicable Laws and Regulations.

II. MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities;
2. To hire all employees and subject to the provisions of law, to determine their qualification or their dismissal;
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.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgement 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 the laws of the United States.

The Board recognizes the Association as the sole and exclusive representative for all elementary and secondary classroom teachers who are certificated and regularly employed by the Board: it specifically being the intent of the parties hereto that membership in the Association shall not be a condition of employment, nor used as a point of discrimination in the rights, benefits or obligations under this contract.

Lawrence Board of Education

The term CERTIFICATION as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education under the requirements of Act 287 of Public Acts of 1964 as amended.

The term REGULARLY EMPLOYED CLASSROOM TEACHER as used herein shall include all those teachers employed full time throughout the school year and in addition thereto special education teacher, guidance counselors, librarians and teachers regularly employed on a part-time basis, and specifically excluding from the bargaining unit all non-certified personnel, and particularly the supervisory staff and non-supervisory staff consisting of substitute teachers and non-regularly employed part-time teachers.

The term TEACHER shall refer to all employees represented by the Association as herein defined and masculine gender shall include feminine.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state or county, or district laws or regulations as they pertain to education.

### III. RECOGNITION

- A. The Board has a statutory obligation, pursuant to the Act 379 of the Michigan Public Acts of 1965, to bargain with the LEA as the sole representative of its teaching personnel with respect to hours, wages, terms and conditions of employment.
- B. Within thirty(30) days of the beginning of their employment, hereunder, teachers may sign and deliver to the Board a written statement authorizing deduction of membership dues to the Michigan Education Association. Such sums shall be deducted as dues from the regular salaries of such teachers from the second pay period of each of the first four months of school. Each deduction shall be equal.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws.

### IV. ORGANIZATION

- A. The LEA and its members shall have the right to use school buildings for professional activities Monday through Friday until 11:00 P. M.
- B. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the LEA for the purpose of engaging in collective bargaining or negotiation. The Board agrees that it will not directly or indirectly discourage, deprive,

or restrain any teacher in the enjoyment of any rights conferred by Act 379 of Michigan or the Constitution of Michigan and United States.

- C. The Board specifically recognizes the right of its employees to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency or any arbitrator appointed pursuant to the specific provisions of this agreement, and the Board and the LEA agree to be bound by any lawful order or award thereof.
- D. The LEA has the right to call regular meetings, if required, of its membership at 3:15 P. M. on the first Monday of each month of the school year. It is agreed that if called, such meetings shall take priority over any meetings to be called by the Board or its representatives for those same times, provided that such meetings shall not interfere with any normal school function. The Principal will designate the location of the meeting within the building.
- E. The LEA has the right to information to carry on collective bargaining and to process grievances. The Board will furnish all such public information. The Board has the right to require the LEA to specify the information desired and to give the purpose for which it is desired, this requirement to be in writing. The Board of Education requires original records to be examined only at the office of the Superintendent.

#### V. PROFESSIONAL COMPENSATION

- A. The salary schedule is based upon the normal teaching load, as hereinafter defined. For required work over and above the normal teaching load, the teacher shall be entitled to and shall receive appropriate professional compensation as defined in the salary schedule. (B)
- B. The salary schedule is based upon a normal weekly teaching load as hereinafter defined (late August to early June with a minimum of 180 days).
- C. The new teachers shall not be required to report more than two days prior to the beginning of classes in September. Returning teachers shall not be required to report more than one day prior to the beginning of classes. No teacher shall be required to remain more than two days after classes end in June provided that all requirements have been completed.
- D. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day in accordance with the vacation schedule to be developed by the Board and/or Superintendent of Schools with the cooperation of the LEA.

In addition, release time shall be granted to all teachers on the first Wednesday of each calendar month at 1:15 P. M. for curriculum development, evaluation, and in-service training. The released time periods shall be from 1:15 to 3:15 P. M. on the days stated above with full staff involvement including principals.

VI. TEACHING HOURS

A. The teachers' normal teaching hours in the elementary and secondary school shall be as follows:

	<u>HS-JHS</u>	<u>ELEM.</u>
1. Teachers check in no later than	8:15	8:15
2. Teachers at assigned place of duty not later than	8:25	8:25
3. Teachers shall not leave school earlier than	3.45	3.45
4. Unless permission is granted by the principal, teachers shall leave school no earlier than 3:45 P. M.		
5. Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester but in no event longer than the foregoing.		

B. The parties recognize the principle of a normal forty(40) hour work week. It is mutually recognized by the parties that the principle of the forty(40) hour work week cannot be interpreted literally. However, the Board will, so far as possible, set work schedules and make professional assignments which can reasonable be completed within such a normal work week.

It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality of educational program practicable for every boy and girl in the school district. This includes:

1. Careful daily preparation
2. Attendance at staff meetings
3. Participation in activities of the school, such as:
  - a. Open houses
  - b. Public performances of children in plays, concerts, athletic activities, or other extra-curricular activities. (Participation in this instance is encourage, but remains voluntary)

- C. The administration will establish a schedule of monthly staff meetings, one per month, by the opening of school. Attendance at such meetings is mandatory, and teachers are obligated to remain until the meeting is adjourned. Additional staff meetings may be called, but attendance by the teacher beyond 3:45 P. M. is not mandatory.

#### VII. IN-SERVICE TRAINING

The parties recognize that in our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading of and up-dating of teacher performance and attitudes.

- A. The Board and/or administration shall arrange after school courses, workshops, conferences and programs designed to improve the quality of instruction. The teachers and the Board will mutually determine what activities are applicable and worthwhile. Attendance will be required by those involved. However, the Board will make the final determination after full consideration of the availability of funds to finance such activities.

#### VIII. TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the senior high school will be 25 teaching periods and five unassigned preparation periods. The normal weekly teaching load in the junior high school will be 25 teaching periods and five unassigned preparation periods. The normal weekly teaching load in the elementary schools will be a day from 8:25 to 3:15.

The term "unassigned preparation period" shall be construed to include the use of this period for purposes other than preparation when deemed necessary in the judgement of the principal.

- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates in Grades K-8 or their major or minor field of study in Grades 9 -12.
- C. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not in any case, assign or transfer a teacher without prior written notification of such impending changes prior to August 1.

All transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

D. If changes in grade assignment or subject assignment occur during the school year, final determination will be made by the Board and/or administration after consultation with the LEA. The Superintendent shall notify the President of the LEA in writing.

#### IX. TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. The Board of Education recognizes the need for the control of class size and will try to limit the number of students per class as listed below. If the said number for Grades K-6 are exceeded, every effort will be made to hire permanent teacher aides upon the recommendation of the teacher or teachers involved and the building principal. However, criteria for teacher aid needs in Grades K-6 should not be determined by class size alone, as the Board and administration realize that from time to time unique teaching situations which may not hinge entirely on class size may arise requiring the services of an aide.

##### 1. Elementary School

a. Kindergarten	25 pupils
b. Grades 1-2-3	25 pupils
c. Grades 4-5-6	25 pupils
d. Combination rooms:	
1. Grades 1-2-3	25 pupils
2. Grades 4-5-6	30 pupils

##### 2. Secondary Schools (jr. and Sr. High)

a. English	
1. Senior Speech	20 pupils
2. All other	30 pupils

b.	Social Studies	35 pupils
c.	Mathematics	35 pupils
d.	Science	
	1. Biology	25 pupils
	2. Chemistry	26 pupils
	3. Physics	24 pupils
	4. All other	35 pupils
e.	Language	30 pupils
f.	Business	35 pupils
g.	Typing	25 pupils
h.	Industrial Arts	
	1. Auto Mechanics	15 pupils
	2. All other	20 pupils
i.	Drafting	25 pupils
j.	Homemaking	24 pupils
k.	Music	
	1. Choir	35 pupils
	2. Band	50-60 pupils
	3. Jr. High Choir	30 pupils
l.	Art	24 pupils
m.	Health education	45 pupils
n.	Physical education	45 pupils
o.	Library--Facilities may be used according to the written policy of the librarian.	

- B. When combination classrooms are created, the teacher who will be assigned to such classroom will be consulted with respect to the students for that class. Such selection will be made with the goal of insuring as much homogeneity in terms of educational development as possible. No combination rooms shall be created unless absolutely necessary.
- C. The Board shall furnish without charge, upon demonstration of need, suitable protective clothing to those teachers who are teaching in subject areas where the hazard to clothing is above normal. Such clothing shall be used only for school activity purposes.
- D. The Board recognizes that appropriate texts, library references, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials constitute many of the important tools of the teaching profession.

The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board and-or Superintendent will promptly implement all joint decisions thereon made by its representative and the LEA. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

- E. The Board recognizes the importance of increasing educational experiences through the use of field trips. Upon written request by a teacher, and approval by the principal and superintendent, the Board shall grant and fully fund (transportation) all trips under 100 total miles. Operational costs of trips exceeding 100 miles shall be shared evenly. (excluding athletics)
- F. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.
- G. The Board shall make available adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, and maintained, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.
- H. Telephone facilities shall be made available to teachers for their use. All toll calls are to be verified by the administration.
- I. Adequate parking facilities shall be made available to teachers for their exclusive use.
- J. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, retirement age, sex, or marital status or membership in or association with the activities of the LEA. The Board and the LEA pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and seek to achieve full equality of education opportunity to all pupils.
- K. No solicitation of funds for charitable or any other purposes by any organization shall be conducted on school premises during school hours unless approved by the Superintendent.

#### X. VANCANCIES AND PROMOTIONS

- A. When a professional position must be filled by the Board, including supervisory and executive level positions, but excluding the superintendency, that need will be publicized within the school system by a written notice of the President of the LEA. Each notification shall specify in detail the position to be filled and the qualifications (including educational requirements and experience) desirable of candidates for that position.
- B. If any teacher desires to apply for that position, he must do so in writing, within five (5) working days from the post date and/or post mark date. During months in which school is not in session, a teacher will have ten (10) calendar days within which to apply. His application must be forwarded and received by his building principal, or such administrative official as the notice might specify.



- C. No Board decision will be made until after five (5) working days, or ten (10) calendar days during months in which school is not in session. Moreover, the Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels.

A teacher may apply for any position at any time. Such an application should be in writing, addressed to the Superintendent of Schools. Application will be considered should such vacancy occur, either during the school year or during the summer. This application should be renewed annually.

In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants and the length of time each has been in the school system. The decision of the Board as to the filling of such vacancies shall, however, be final.

In filling promotional vacancies to administrative position, the Board shall consider the professional qualification, background, attainments, and service in the school district of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

#### XI. TRANSFERS

Request for building transfers shall be submitted to the Board's representative in writing. The Board's representative shall, after receipt of such written request from a teacher, make a decision and advise the teacher of it in writing within thirty (30) days of receipt of such written notice.

#### XII. LEAVE PAY

- A. All teachers absent from duty on account of personal illness or injury shall be allowed full pay for a total of ten (10) days absence in any school year. In the event a teacher has depleted his present accumulated sick leave, he may, upon request borrow a maximum of ten (10) days on his sick leave policy for the following year. Said borrowed sick leave shall be deducted from final pay in the event the teacher leaves the system before days have been re-accumulated.
- B. Each teacher shall be entitled to an accumulation of the unused portion of each year's sick leave which shall be available to him for future years. Sick leave days may be accumulated to a total of ninety (90) days.

- C. Each teacher shall present a signed statement, if requested by the administration, indicating the reason for each absence, such statement to be filed in the principal's office. The principal may request a physician's statement for an absence of five (5) or more days duration.
- D. Any teacher who willfully violateds or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall forfeit all accumulations and any further right under said policy until reinstated in good standing by the Board on recommendation of the Superintendent and the LEA Ethics Committee.
- E. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law, shall receive from the Board the difference between the allowance under the Workman's Compensation Law and his regular salary to the extent, and until such time, as said teacher shall have used up any sick leave as provided herein. The difference, as stated above, shall be calculated on the monetary value of the accumulated sick leave. Example: Workman's Compensation 2/3 plus sick leave 1/3 payment. One-third sick leave is equal to one-third of a sick leave day.

### XIII. LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article XII may be granted a leave without pay as provided by the Michigan Tenure Act.
- B. Leaves of absence with pay chargeable against the teacher's allowance for sick leave shall be granted for the following reasons:
  1. A maximum of five(5) days per school year for a critical illness in the immediate family: father, mother, spouse, and children.
  2. One(1) day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.
  3. Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
  4. One(1) day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
  5. Time necessary for attendance at the funeral service of persons whose relationahip to the teacher warrants such attendance.
  6. A maximum of five(5) days per school year for each death in the immediate family: father, mother, spouse, children.
- C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. A leave of absence may be granted a teacher called for jury service. The board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the Court (not including travel allowance for reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work, providing that the teacher cooperates with the administration in seeking to be excused from such service.
2. Court appearance as a witness in any case connected with the teacher's employment or the school whenever the teacher is subpoenaed to attend any proceeding less witness fees.
3. Board approved visitation at other school or for attending conferences or conventions, including the Michigan Education Association Conferences;
4. Time necessary to take the selective service physical examination.
5. Time necessary, up to a total of 12 teacher days per school year, shall be allowed for appropriate LEA representatives to attend Michigan and/or National Education Association activities as recommended by the LEA and approved by the Superintendent, the maximum to be limited two representatives at any one time;
6. Two(2) days per year may be used as personal business days. In the event that these days are not used, they will automatically be added to and become a part of said teacher's sick leave policy. Personal business days are not to exceed two (2) days per year.

Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session.

An application for a personal business leave shall be submitted at least one(1) week in advance, except in the event of an emergency when a shorter notice will be accepted and the reason will be given.

- D. Leaves of Absence without pay, not to exceed one(1) year and subject to renewal at the will of the Board, may be granted upon application for the following purposes:
1. Study related to the teacher's licensed field;
  2. Study to meet eligibility requirement for a license other than that held by the teacher;
  3. Study, research, or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed.

- E. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave. Final determination of compensation for absences due to the above illnesses will be made by the Board.
- F. The Board shall grant to any teacher a leave of absence without pay for the purpose of childbirth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

The leave shall be extended up to a period of one(1) year upon written request by the teacher. Upon return, a teacher shall be assigned to the same or similar position. Further extensions may be granted at the will of the Board.

The application for such leave shall be received by the Superintendent approximately sixty(60) calendar days prior to the effective date of such leave.

A teacher on leave under the above conditions wishing to return to duty shall file a written request with the Superintendent approximately sixty(60) calendar days prior to the date she wishes to return to teaching or prior to the end of the leave, providing that such time coincides with the beginning of a semester.

Leaves for adoption of a child, shall begin at a mutually agreed upon time between the Board and teacher.

If a teacher does not comply with all of the above conditions, the right to such leave and/or the right to return, may be denied by the Board.

- G. Leave of absence without pay may be granted up to two(2) years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule as set forth in Schedule A of this agreement. The same or similar position will be granted upon return, if possible.
- H. Teachers who are officers of the Association or are appointed to its staff, may, upon proper application, be given leave of absence without pay for the purpose of performing duties for the LEA. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

- I. The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office. The same or similar position will be granted upon return, if available.

#### XIV. TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. Each teacher shall have the right upon request to review the contents of his own personal file. All materials shall be made available for inspection except materials from colleges and universities that are clearly marked "Confidential". A representative of the LEA may be requested to accompany the teacher in such review.
- C. Probationary teachers will be evaluated a minimum of three (3) times each school year by their Principals. The first two are written observations for probationary teachers only. The third is a written evaluation for all teachers. All three (3) written reports are to be reviewed and signed by the principal and teacher.

Due dates for completed reports are:

October 30 - Observation report for probationary teachers.

January 15 - Observation report for probationary teachers.

March 5 - Evaluation report for all teachers.

1. A tenure teacher will be assigned to each probationary teacher in September of each school year, with the tenure teacher's permission. The assignment to be made by the building principal. The tenure teacher may serve more than one probationary teacher.
  2. The tenure teacher is to guide and advise the probationary teacher in conjunction with the principal. The tenure teacher will not attend or review the evaluative sessions between the teacher and principal.
  3. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report, to be placed in his personal file. All objections must be submitted no later than ten (10) calendar days after the end of each observation and evaluation period as defined above.
  4. The LEA or its designated representative will have the right to a hearing with the teacher, the administration and/or the Board in the case of a conflict.
- D. A teacher shall at all times be entitled to have present a representative of the LEA when he is being reprimanded, warned, or disciplined for any infraction or discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the LEA is present.

- E. The tenure teacher is to guide and advise the probationary teacher in conjunction with the principals. The tenure teacher will not attend the evaluation sessions between the teacher and principal. However, upon written request of the probationary or assigned tenure teacher or the building principal, a review committee shall be called. The review committee shall consist of the Superintendent, the building principal, assigned tenure teacher, one(1) additional tenure teacher, to be appointed by the LEA Executive Committee, and probationary teacher involved. After the meeting, each member of the committee shall make a written evaluation and these shall be placed in the permanent file of the probationary teacher with the evaluation of the principal; such meetings to be an informational nature with no decisions being made.

#### XV. PROTECTION OF TEACHERS

- A. The Board will give reasonable 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, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs and such help is available, reasonable steps shall be taken to provide such attention as is required. In the event of a disagreement, the teacher may appeal the decision to the superintendent.
- B. Any case of assault upon a teacher which had its inception in a school centered problem shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s) the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult, who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.

Where a teacher is sued in either case above, any teacher not otherwise covered by insurance, either through MEA or some independent insurance carrier, may apply to the Board for legal assistance. If the Board shall determine that the teacher has acted with the scope of written Board policy, the Board shall provide legal counsel to the teacher to advise him of his rights in the given incident (it being expressly understood that this advice shall not include trial preparation).

While the Board's obligation does not include trial preparation, the Board may in its discretion, carry the expense of a trial. It is the policy of the Board to back teachers who show use of good judgement in handling student discipline problems.

- C. Teacher shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in the case of negligence.
- D. If, while properly engaged in school business or activities, the teacher suffers loss, damage or destruction of clothing or other personal property, reasonable adjustments shall be made by the Board.
- E. If a written complaint is made against or about a teacher by students or other persons, the teacher shall be promptly advised with a written signed statement by the proper administrative representative of the Board. All details of the complaint shall be enumerated in that statement. No verbal complaints will be honored.

#### XVI. NEGOTIATION PROCEDURES

- A. Any provision of this agreement or matters not specifically covered by this agreement may be subject to negotiation only upon mutual consent of both parties. The parties undertake to cooperate in arranging meeting, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. In any negotiations described in this Article XVI, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board and by the majority of the membership of the LEA, but the parties mutually pledge that representatives selected by each shall be clothed with proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiation, either party may invoke the mediation machinery of the State Mediation Labor Board.

#### XVII. GRIEVANCE PROCEDURE

- A. Any teacher, group of teachers, or the LEA believing that there has been a violation, misinterpretation or misapplication of any provision of this agreement, relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative within twenty five (25) calendar days of its alleged occurrence.

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

1. The failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation.

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 Board hereby designates the principal in each school building as its representative at Level One and the superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean calendar days.
- D. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants.
  - 2. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - 3. It shall cite the section or subsections of this contract alleged to have been violated.
  - 4. It shall contain the date of the alleged violation.
  - 5. It shall specify the relief requested.

In order to constitute a written grievance within the meaning of the grievance procedure, all of the above items must be present.

- E. LEVEL ONE - A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within twenty-five (25) days of its alleged occurrence file a written grievance with the building principal. Within five (5) days of the receipt of the grievance, the principal shall meet with the teacher in an effort to resolve the grievance. If no resolution is obtained within three (3) days of the meeting, the teacher shall proceed within five (5) days of the discussion to Level Two.

LEVEL TWO - A copy of the written grievance shall be filed with the superintendent or his designated representative with the endorsement thereon of the approval or disapproval of the association who shall have five (5) days to hold a hearing on the grievance. The superintendent shall approve or disapprove the grievance within five (5) days of the hearing.

By mutual consent of the grievant and the superintendent Level One may be by-passed, in which case the written grievance shall be initially filed with the superintendent who shall hold a hearing on the grievance within five (5) days of the filing and shall approve or disapprove it within ten (10) days of the hearing.

If no decision is rendered within the above specified time limits or if the decision is unsatisfactory to the grievant, the grievant may appeal by filing the grievance with the Secretary of the Board within five (5) days and proceed to Level Three.

LEVEL THREE - Within fifteen (15) calendar days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing, or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate



for consideration of the grievance, provided, however, that in no event, except with express written consent of the LEA, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board.

LEVEL FOUR - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board in writing, refer the matter for arbitration to the Board in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to presumptorily strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. (Each party shall submit to the other party not less than three days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.)
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
  - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - b. He shall have no power to interpret state or federal law.
5. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.
6. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act upon the merits of dispute until the matter has been determined in writing. (In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.)
7. More than one 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.
8. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

- F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.
- G. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this article (XVII) first to be presented to the principal or other designated school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure for such informal procession upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to involving the grievance procedure, nor shall the participation of principals of their designated employees in such informal procedures be deemed to be a supervisory or executive function.
- H. 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.
- I. 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 and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the life of the contract may be processed through the grievance procedure until resolution.
- K. A teacher representative of the LEA engaged during any regular school day in any grievance procedure hearing shall be released from his regular duties without loss of salary. Such paid time off shall not exceed two (2) days off per month for one (1) LEA representative at each building location.

XVIII. REDUCTIONS IN PERSONNEL, ANNEXATIONS  
AND CONSOLIDATIONS OF DISTRICTS

- A. In the event of a general cutback or reduction of teachers through layoff from employment, the following procedures will be utilized:
  - 1. Specially certificated teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully-qualified, fully-certificated teachers to replace and perform all of the duties of the laid-off teachers.
  - 2. If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are

fully-qualified, fully-certificated teachers to replace and perform all of the duties of the laid-off teachers.

3. If reduction is still necessary, then teachers in the specific position being reduced or eliminated will be laid off in accordance with the following factors: certification, qualification, all evaluations, past and present and length of service in the Lawrence Public School System.

B. After a reduction of teachers, as outlined above, there are teaching positions that become vacant, laid-off teachers who are certified and qualified will be given the first opportunity to fill such positions. In the event two or more teachers are certified and qualified, the order of priority shall be to the teacher who is the most qualified, and fully capable to fill such position.

In determining what constitutes 'most-qualified and fully-capable' the employer shall utilize: certification, qualification, all evaluations, past and present, and length of service in the Lawrence Public School System.

C. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association the opportunity to discuss it with the employer. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.

D. In the event that the Association questions the wisdom of the employer as to specific teachers (1) being laid off or not being laid off, or (2) filling vacant teaching positions (as set forth above) or not filling such positions, the employer will set forth in writing its reasons for its action. It is understood, however, that the Association's request for the information is reasonable and timely.

E. To the full extent permitted by law, this agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

F. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated district.

G. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction of the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. The LEA and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

## XIX. SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of preference to teacher possessing permanent teaching certificates regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than three (3) hours in any Summer School program.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for the substitute teacher. Substitutes shall be paid for a regular teaching day.

## XX. RETIREMENT

The age of retirement as established by the Board is 62 years. A teacher shall be employed until age 65 on a year to year basis, providing evaluation is satisfactory. The maximum age of a teacher in the Lawrence system is 65 years. This policy becomes effective with the school fiscal year beginning July 1, 1973. Teachers who have attained the age of 62 years by July 1, 1973, may be retained by the Board until age 70, if the Board desires.

## XXI. CONTINUITY OF PROFESSIONAL SERVICES

Both parties agree that the grievance procedure as outlined in this contract is adequate to and will be used in the amicable settlement of any and all grievances arising during the term of this agreement. Therefore, there shall be no strikes, withholding of services or concerted action to bring such situations about by the LEA nor its members, nor shall the Board of Education or the School Administration lock out the Association or its members.

If any breach of this section occurs, the parties shall be free to take any legal action as they see fit to bring about a cessation of such breach, including suits for damages.

## XXII. MISCELLANEOUS PROVISIONS

- A. The Lawrence Public Schools, Van Buren County, Michigan, is to operate as outlined in the Michigan Teacher Tenure Act #4 of the Public Acts of the Extra Session of 1937 as amended through the Regular Session of 1966.
- B. If a teacher's contract will not be renewed for the ensuing year, he shall be so notified sixty (60) days prior to the close of the school year. Teachers must notify the superintendent sixty (60) days prior to a new school year if they plan to leave the system.
- C. The Board's representative shall appoint a tenure teacher to serve as an advisor to each probationary teacher.
- D. Copies of this agreement shall be printed at the expense of the Board and be presented to all teachers now employed or hereafter employed by the Board.

- E. Substitute teachers shall follow the policies of the administration.
- F. No secondary teachers shall be required to prepare more than three (3) lesson preparations for any normal teaching day, if possible.
- G. This agreement shall supersede any rules, regulations, or practice of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- H. 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 application shall continue in full force and effect.

XXIII. DURATION OF AGREEMENT

This agreement shall be effective as of July 30, 1973, and shall continue in effect until the 30th day of June, 1976. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

LAWRENCE EDUCATION ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Negotiating Committee

\_\_\_\_\_  
Negotiating Committeeman

\_\_\_\_\_  
Negotiating Committeeman

\_\_\_\_\_  
Negotiating Committeeman

LAWRENCE BOARD OF EDUCATION

L. P. Zedema  
\_\_\_\_\_  
President

Rachel G. Garrod  
\_\_\_\_\_  
Secretary

Lester D. Hagberg  
\_\_\_\_\_  
Treasurer

Ronald Schoonmaker  
\_\_\_\_\_  
Trustee

Edvard K. Sell  
\_\_\_\_\_  
Trustee

James Sanborn  
\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1973

XXIV. RENEGOTIATIONS CLAUSE

A. Only the following items may be reopened to negotiations on the first Monday of March, 1974:

1. Schedule A
2. Schedule B
3. Schedule C
4. Agency Shop
5. Reduction of Staff
6. Teaching Conditions

B. The parties of this contract shall negotiate the 1974-75 calendar with the same number of days and hours as is contained in the 1973-74 calendar except if the law requires an increase thereof to achieve the maximum amount of state aid.

The 1975-76 calendar shall be one having the same number of days as contained in the 1974-75 calendar, with the same stipulations as stated above.

C. Any of the items mentioned in Paragraph A may be reopened to negotiations in March of 1975; any others to be mutually agreed upon between the Board and the LEA.

1. Salary payments will be made every other Friday beginning on or about September 7, 1973.
2. All teachers who are permanently certified must successfully complete six (6) semester or nine (9) term hours every four (4) years. One third (1/3) of this credit must be in the major or minor area, or upon mutual agreement on a satisfactory course of study. The school shall pay the tuition for the required course. For any class outside of a thirty (30) mile radius, reimbursement at 8¢ per mile shall be paid by the Board in excess of 60 miles round trip.

A \$150 allowance per year shall be set aside by the Board for use to purchase class-required books, such books to be placed in a Professional School Library upon completion of the required course. The \$150 allowance shall be cumulative.

A transcript of hours earned must be on file in the Superintendent's office before September 10 of the fourth (4th) year expiration. The above mentioned four year period begins with the start of the 1973-74 school year.

Failure to complete this requirement will negate the salary step advancement. Teachers on maximum pay will remain at the current figure.

3. Previous experience will be allowed up to ten (10) years of successful teaching. Effective for the 1970-71 school year. This includes all teachers employed in the system.
4. The Board shall provide MEA Super Medical Health Care Program for twelve month period for each member of the bargaining unit and his eligible dependents at the rates stated below:

Self	\$18.96 per month x 12 = \$227.52
Self & Spouse	\$43.86 per month x 12 = \$526.32
Self & Child	\$35.66 per month x 12 = \$427.92
Full Family	\$50.50 per month x 12 = \$606.00

Any new insurance carrier shall be mutually agreed upon by the Board and the LEA.

In the event that an employee, absent due to illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the school year.

5. Compensation for performance of duties requiring teachers to work beyond the normal school year shall be determined by agreement between the teacher and the Superintendent.
6. Teachers have the option to receive pay in 21 or 26 installments. The Board has the option to make final payment of balance on or before June 30, 1974.
7. Up to five (5) years in related employment may be granted by the Board when entering the Lawrence Public School System. Effective 1970-71 contract. (Not retroactive.)

SCHEDULE B - SUPPLEMENTARY PAY SCHEDULE FOR EXTRA ASSIGNMENTS

A. ATHLETICS (BOYS)

Athletic Director	11%
Varsity Basketball and Football	10.5%
Varsity Baseball	8%
JV Basketball	8%
Track	7%
Assistant Varsity Football	7%
Freshman Basketball	6.5%
Jr. Hi Track	6%
7th Grade Basketball	6%
8th Grade Basketball	6%
Jr. Hi Football	6%
Assistant JV Football	5%
Jr. Varsity Baseball	6%
Assistant Jr. Hi Football	4%

ATHLETICS (GIRLS)

Girls Basketball (Combined)	7%
Other Girls Athletics (Combined)	4%
Varsity Cheerleading & JV Cheerleading (Combined)	4%
Freshman & Jr. High Cheerleading (Combined)	2%

B. MISCELLANEOUS

Band	10%
Intramural (Noon Hour)	4%
Class Plays (Per Play)	3.5%
Yearbook	3%
Choir	2.5%
Musicals	2%
F.T.A.	2%
Newspaper (If Journalism Class is offered)	1.5%
All Class Advisors	\$3.00 Per Hour



SCHEDULE A

SALARY SCHEDULE FOR 1973-74 SCHOOL YEAR

<u>B.A. (410 Step)</u>		<u>M.A. (\$460 Step)</u>	
0	8,280	0	8,888
1	8,690	1	9,348
2	9,100	2	9,808
3	9,510	3	10,268
4	9,920	4	10,728
5	10,330	5	11,188
6	10,740	6	11,648
7	11,150	7	12,108
8	11,560	8	12,568
9	11,970	9	13,028
10	12,380	10	13,488
11	12,790	11	13,948
 <u>B.A.+25</u>		 <u>M.A.+25</u>	
0	8,590	0	9,198
1	9,000	1	9,658
2	9,410	2	10,118
3	9,820	3	10,578
4	10,230	4	11,038
5	10,640	5	11,498
6	11,050	6	11,958
7	11,460	7	12,418
8	11,870	8	12,878
9	12,280	9	13,338
10	12,690	10	13,798
11	13,100	11	14,258