

8/25/93

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
LAWRENCE PUBLIC SCHOOLS  
AND THE  
VAN BUREN COUNTY EDUCATION ASSOCIATION/  
LAWRENCE EDUCATION ASSOCIATION, MEA-NEA

1991-92  
1992-93

*Lawrence Public Schools*

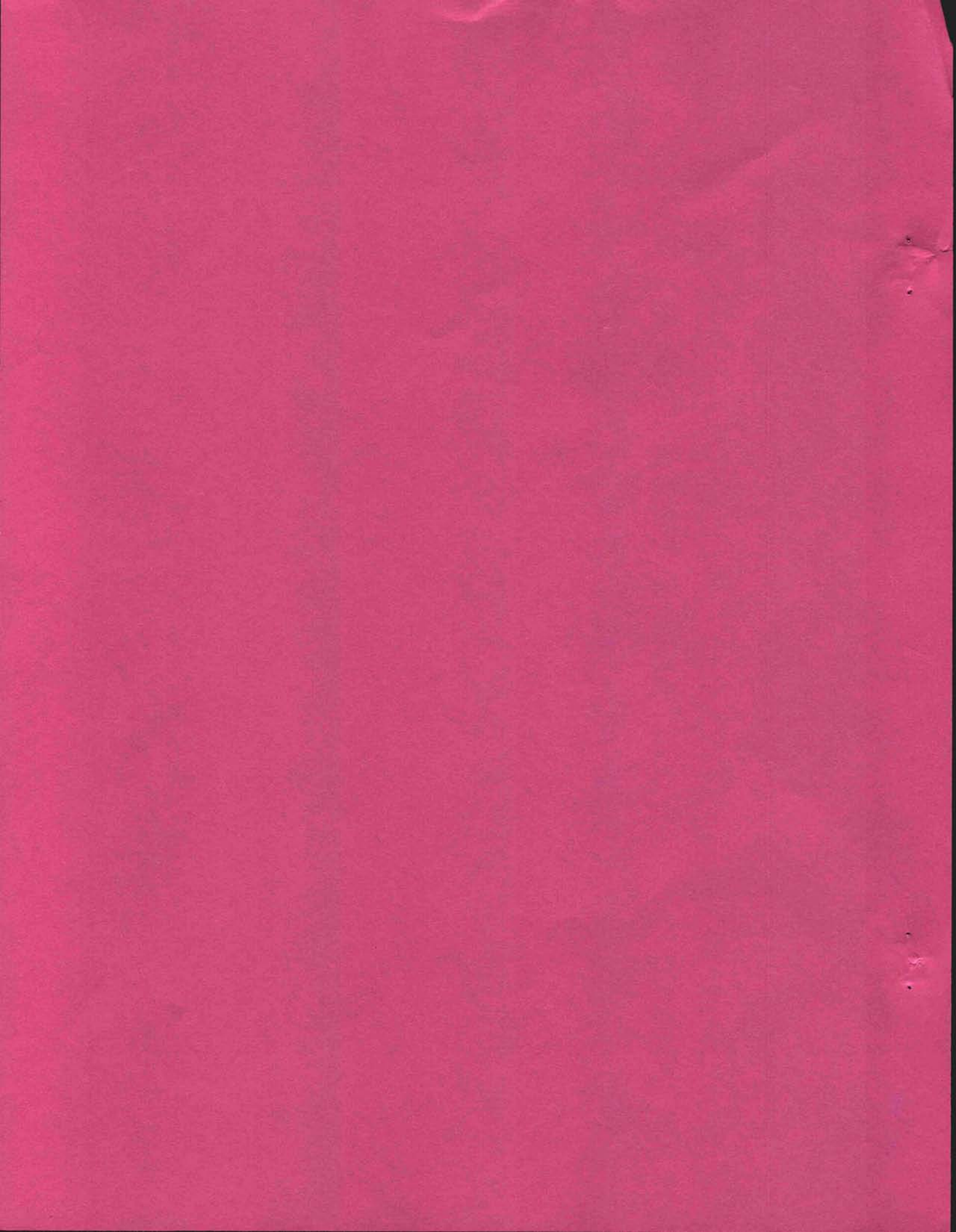
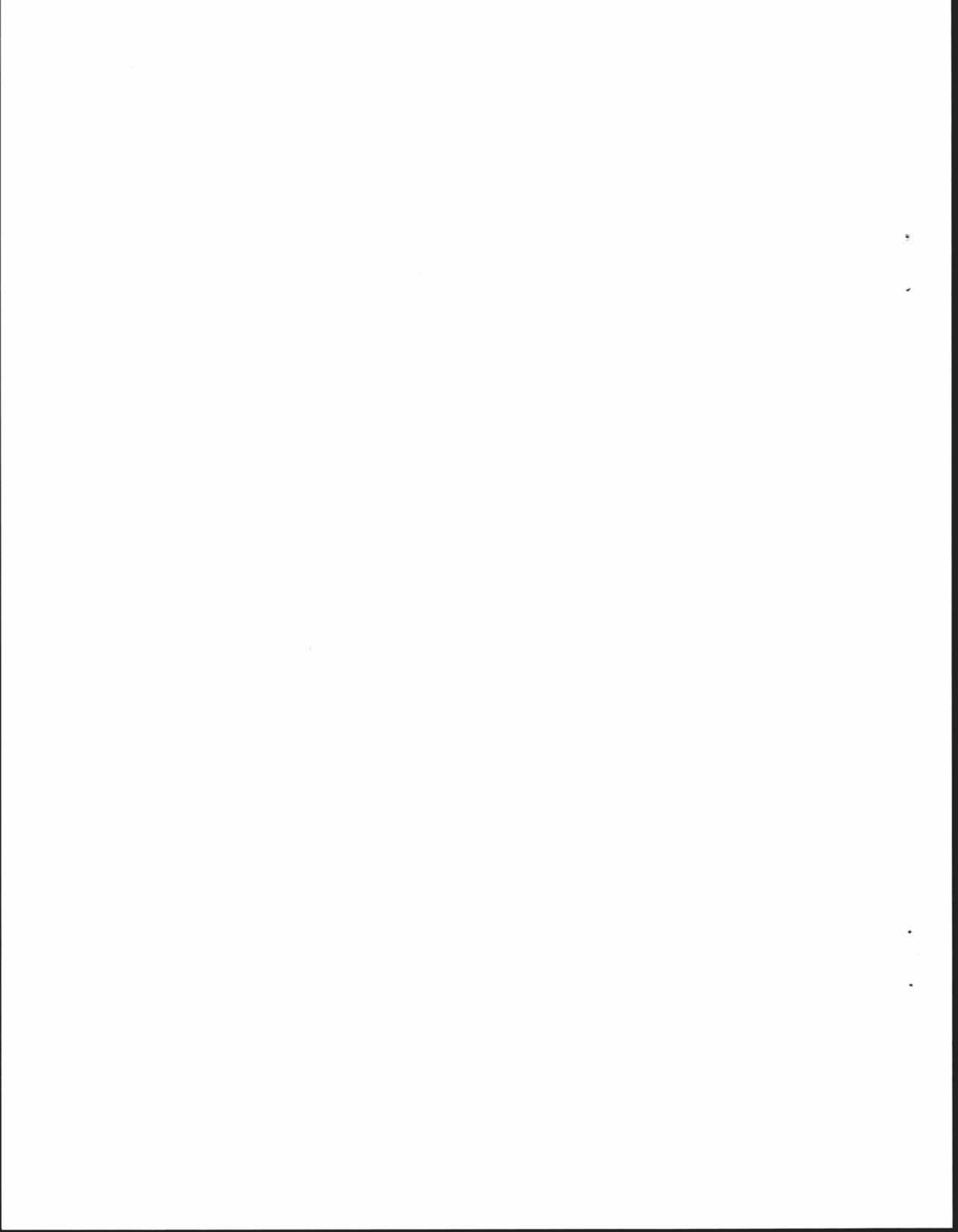




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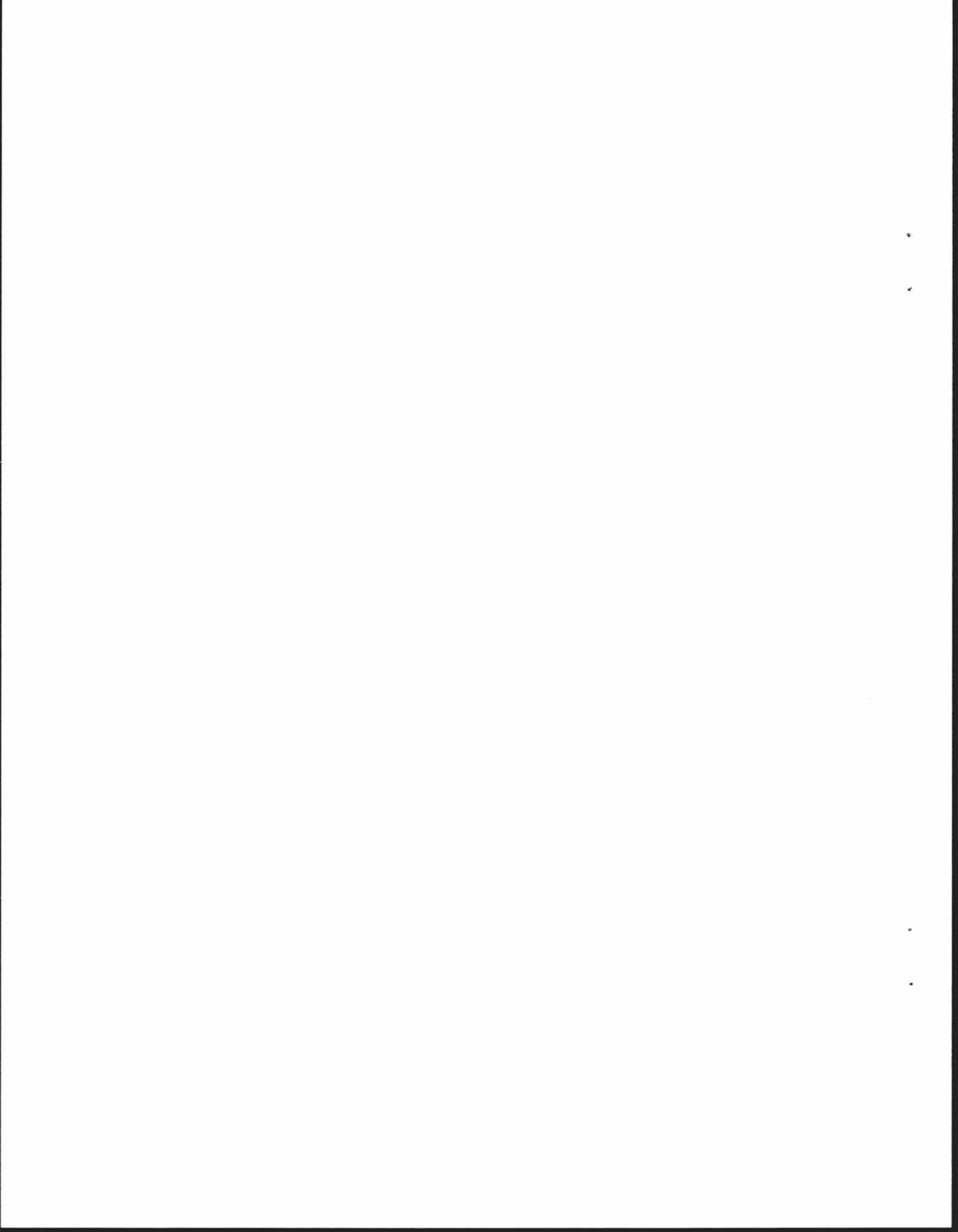
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AGREEMENT

This Agreement is entered into this 17TH day of JUNE, 1991 between the Board of Education of Lawrence Public Schools, Van Buren County, hereinafter called the "Board" and the Van Buren County Education Association/Lawrence Education Association, MEA-NEA, herein after called the "Association".



ARTICLE 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.



ARTICLE 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 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.

Nothing contained herein shall be considered to deny or

restrict the Board its rights, responsibilities, and authority under the Michigan General Laws or any other national, state or county or district laws or regulations as they pertain to education.

ARTICLE III

RECOGNITION

- A. Pursuant to Section 11 of Act 336, Public Acts of 1965 as amended, the Board hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for all elementary and secondary teachers who are certified and regularly employed by the Board full-time throughout the school year as certified teachers, special education teachers, guidance counselors, librarians and certified teachers regularly employed on a part-time basis (defined as at least ten (10) clock hours per week) for elementary teachers and at least two (2) teaching periods per day, five days per week, for secondary teachers); but excluding all support personnel, administrative, supervisory, and non-supervisory staff, substitute teachers, non-regularly employed part-time teachers and all other employees.

"Certified teachers" for the purposes of this article shall be defined to include non-certified, non-endorsed classroom teaching personnel as defined in section 1233b of 1990 public act no. 25 (MCLA 380.1233b).

It is further agreed that contracted temporary replacement teachers employed by the Board forty or more consecutive work days are included in the bargaining



unit described herein. Furthermore, the rights extended to temporary replacement teachers herein shall become effective when said teachers become bargaining unit members, and shall not be made retroactive to their date of hire unless expressly provided herein.

- B. The Board and the Association specifically intend 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 Agreement.
  
- C. The term "certified" 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.
  
- D.
  - 1. The term "teacher" shall refer to all employees represented by the Association, except where "temporary replacement teachers" (who are also represented by the Association) are referred to separately from other "teachers". In such instances, the term "teacher" refers to all bargaining unit members other than "temporary replacement teachers".
  
  - 2. All references made in the masculine gender shall include feminine.

ARTICLE IV  
ORGANIZATION

- A. Members of the Association who are employed by the Board shall have the right to use school buildings for professional activities with prior approval from the Administration Monday through Friday until 11:00 p.m. Any additional costs incurred by the Board due to such use shall be borne by the Association. It is expressly understood that such use shall in no way interfere with any school program or activity. Such use shall not be during the teachers' work day.
- B. The Association has the right to call regular meetings, if required, of its membership at 3:00 p.m. on the Thursday following the regular Board meeting during the school year. It is agreed that if called, such meetings shall take priority over any meetings 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.
- C. The Association has the right to information to carry on collective bargaining and to process grievances. The Board will furnish all such public information and minutes of the Board meetings will be furnished to the Association upon written request. One letter from the Association requesting such at the beginning of each

school year will cover all Board meeting minutes for the duration of that school year. The Board has the right to require the Association to specify the information desired and to give the purpose for which it is desired. This requirement is to be done in writing.



ARTICLE 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 printed in Appendix A and is based on the number of days worked as defined in Appendix C.

ARTICLE VI

TEACHING HOURS

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

	HS-JHS	ELEM
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. Unless permission is granted by the principal, teachers shall leave school no earlier than 1/2 hour after students' release.		
4. Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester but SHALL in no event BE 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 reasonably 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 student in the school district. This includes:

1. Careful daily preparation
  2. Attendance at staff meetings
  3. Teachers are required to attend parent-teacher conferences
  4. 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 encouraged, but remains voluntary.)
- C. The Administration will establish a schedule of monthly staff meetings, one (1) per month, by the opening of school. Said schedule may be adjusted by the principal provided at least two (2) weeks prior notice is given. 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 shall not normally be mandatory for more than one (1) hour per week but not to exceed one (1) hour in any one (1) day. The principal shall notify the teacher no later than 12:00 noon of the day on which the special meeting is called.

ARTICLE 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.

ARTICLE VIII

TEACHING LOADS AND ASSIGNMENTS

A. SECONDARY TEACHERS:

The normal weekly teaching load in the senior high school AND JUNIOR HIGH SCHOOL will be thirty (30) teaching periods and five (5) unassigned preparation periods.

Length of periods shall be as determined by the Administration, but shall not exceed a cumulative daily total of three hundred (300) minutes of instructional duty and a minimum of fifty (50) minutes daily of preparation.

ELEMENTARY TEACHERS:

The normal daily teaching load in the elementary school will be a day from 8:25 A.M. to 3:00 P.M.

Elementary teachers shall receive sixty (60) minutes per week of planning time during the periods of Physical Education and Art. Such planning time shall be for the duration of collective bargaining agreement. If both art and gym are dropped, the teacher will be provided with sixty (60) minutes per week of planning time. This will be implemented by adding twelve (12) minutes to the SHORTEST recess. If either art or gym is

dropped, six (6) minutes will be added to the SHORTEST recess. Elementary teachers have the option of alternating lunchroom duty.

- 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 Grade 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 notice of same and giving the teacher an opportunity to discuss the impending change(s). Prior notice shall consist of notifying the teacher either by talking with the teacher in person, by telephone, or by letter, return receipt requested. 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 Association. The Superintendent shall notify the president of the Association in writing.
  
- E. It is expressly understood and agreed to by the parties that sections C and D herein shall not apply to Temporary Replacement Teachers.

## ARTICLE 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 the 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 1-12 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 aide needs in Grades 1-12 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. In the event that the class size in kindergarten should exceed twenty-five (25) students, a full-time aide will be assigned to the kindergarten teacher. The aide may be re-assigned from existing aides.



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	25 pupils

2. Secondary School (Junior and Senior High)

a. English	
(1) Senior Speech	20 pupils
(2) All others	30 pupils
b. Social Studies	35 pupils
c. Mathematics	35 pupils
d. Science	
(1) Biology	25 pupils
(2) Physics	24 pupils
(3) Chemistry	26 pupils
(4) All others	35 pupils
e. Language	30 pupils
f. Business	35 pupils
g. Typing	25 pupils
h. Industrial Arts	
(1) Auto Mechanics	15 pupils
(2) All others	20 pupils
i. Drafting	25 pupils
j. Home Economics	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 Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

E. The Board recognizes the importance of increasing the educational experiences of children through the use of field trips. Therefore, the Board shall fully fund all field trips upon approval by the principal and the superintendent.

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 (1) room in each of the elementary and secondary buildings, appropriately furnished and maintained, which shall be reserved for use as a faculty lounge in which smoking shall not be permitted. An additional lounge shall be made available in the elementary building in which smoking will be allowed if a room is available which is not needed for other staff for instructional purposes.
- 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. 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.
- K. The high school principal shall assign a total of three (3) teachers to stations and hall patrol each noon on a rotating basis.
- L. Teachers may attend conferences, workshops and clinics

upon the Board's approval. The Board will pay for expenses which are approved by the Board in advance, which are incurred while attending these activities.

- M. A teacher shall at all times be entitled to have present a representative of the Association 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 Association is present.

ARTICLE X

VACANCIES, PROMOTIONS AND TRANSFERS

- A. When a professional position must be filled by the Board, including administrative level positions, but excluding the superintendency, that need will be publicized within the school system by a written notice to the president of the Association. 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. When the Board determines that such vacancy exists, notice of the vacancy shall be posted for five (5) working days or ten (10) calendar days when school is not in session. If the teacher desires to apply for that position, he must do so within the posting period. His application must be forwarded and received by his building principal, or such administrative official as the notice might specify.
- C. A teacher may apply for any position at any time. Such application shall be in writing, addressed to the Superintendent of Schools. Such application will be considered should such vacancy occur, either during the school year or during the summer. This application shall be renewed each year by the end of the school year.

Except in cases of unforeseen circumstances during times when school is not in session, but only after the Association and all teachers who have applied for the position have been notified by telephone or by letter (return receipt requested), such vacancy will not be filled until the posting period as described above has elapsed.

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 administrative level and the filling of a newly created administrative position is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

- D. 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. Involuntary transfers shall not be made in a capricious manner.

- E. It is hereby agreed that this article only applies to teachers and does not apply to temporary replacement teachers.

ARTICLE XI

LEAVE PAY

A. All teachers absent from duty because of personal illness, physical disability, 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 reaccumulated.

However, temporary replacement teachers shall earn one (1) paid sick day per month of continuous employment, accumulative to no more than ten (10) days per year. Furthermore, temporary replacement teachers may not borrow sick days from anticipated accumulations.

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 may be accumulated to a total of one hundred thirty (130) days.

A temporary replacement teacher may carry over his or her accumulated sick days earned from year to year only in the event that said teacher is continued as a regular teacher. Employment must be continuous and must be converted to regular status in order to have any accumulation.



- 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 three (3) or more days duration.
- D. Any teacher who willfully violates 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 Association's Ethics Committee.
- E. Any teacher who is absent because of an injury or disease 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, 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: Worker's Compensation two-thirds ( $2/3$ ) plus sick leave one-third ( $1/3$ ) payment. One-third ( $1/3$ ) sick leave payment is equal to one-third ( $1/3$ ) of a sick leave day.

## ARTICLE XII

### SICK BANK

- A. Each teacher shall be a member of the sick bank. Unused days shall be carried over from year to year. During the year that the sick bank becomes depleted, each teacher shall contribute two (2) days from his accumulated sick days. The number of sick BANK days a teacher may use shall be limited to whichever is least of either sixty (60) work days per illness or disability, as defined by the Long Term Disability Policy, or the number of days necessary to qualify the teacher for LTD, if such a bank did not exist. The maximum number of sick bank days that can be used by the entire teaching staff in any one school year is ninety (90) days.
- B. Sick bank days may be used for the same purposes and shall be subject to the same conditions as are personal accumulated sick days, as provided in Article XI.
- C. Teachers may, upon application, utilize sick bank days following the depletion of their personal accumulated sick days.
- D. It is agreed that a teacher is not entitled to utilize sick bank days until said teacher has fulfilled a disqualification period of two (2) work days. Upon the third consecutive work day the teacher is entitled to all days retroactive to the beginning of the disqualification period.

E. The Board shall furnish the Association an annual report on the status of the sick bank.

ARTICLE XIII

LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article XI and 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 of the following members of the teacher's immediate family: father, mother, brother, sister, 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. Time necessary for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance.
  4. A maximum of five (5) days per school year for each death of the following members of the teacher's 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. The 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, provided such appearance is on behalf of the District.
3. Board approved visitation at other schools, 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 five (5) teacher days per school year, shall be allowed for appropriate Association representatives to attend Michigan and/or National Education Association activities as recommended by the Association and approved by the superintendent, the maximum to be limited to two (2) representatives at any one time.
6. Two (2) days per year are granted for use as personal business days to each teacher and may be accumulated from year to year to a total of three (3) personal business days. Any unused personal business days in excess of the three (3) accumulated personal business days will automatically be added to and become part of said teacher's accumulated sick leave. Personal business day use shall not exceed three (3) 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 school is 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. Such leave will not, however, be granted for the days preceding or following a holiday or vacation.

Temporary replacement teachers shall receive personal business days on a prorated basis at the rate of one(1) day per semester of work.

7. One (1) day per year may be used as a professional business day if approved by the building principal. An application, stating date, destination and purpose shall be submitted at least one (1) week in advance for review by the building's principal. Such a professional business day shall be used for teaching improvement, such as interschool visitation, seminars, etc. Each teacher shall make a report to the principal after such a professional day. Professional business days may not be applied to either sick leaves or personal business days.

It is expressly understood that this subsection does not apply to temporary replacement teachers.

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 a teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.
4. To prevent the layoff of another member of the teaching staff; provided, however, that the decision to grant or deny such leave requests, as well as the determination of the beginning and ending dates of such leaves, shall be by mutual agreement of the Board, the Association, and the applicant. Absent such mutual agreement, no leave shall be granted. Provided, further, that no employee on such leave of absence shall be entitled to return to active duty prior to the established expiration date of the leave unless the Board shall expressly approve such request.

The regular salary increment occurring during such period shall be allowed for leaves granted under subsections 1-3.

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 upon request 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. It is understood that a teacher may use sick days according to Article XI and the above described leaves without pay.

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 one (1) year to any teacher who joins the Peace Corps as a full-time participant in such program. The same or similar position will be granted upon return, if possible.
  
- H. 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.
  
- I. It is expressly understood that Sections D, E, F, G, and H of this Article apply only to regular teachers, and, therefore, do not apply to temporary replacement teachers.



ARTICLE 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 personnel file. All materials shall be made available for inspection. A representative of the Association may be requested to accompany the teacher in such review.
- C. EVALUATIONS:  
Probationary teachers will be evaluated in writing a minimum of three (3) times each school year by their principal. All three (3) written reports are to be reviewed and signed by the principal and the teacher.

Due dates for completed reports are:

- October 30 - First evaluation report for probationary teachers
- January 15 - Second evaluation report for probationary teachers
- March 5 - Third evaluation report for probationary teachers

Tenured teachers will be evaluated in writing a minimum of once each school year, with such evaluation due not later than March 5. All such evaluations shall be reviewed and signed by the principal and the teacher.

- D. 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 (1) probationary teacher. 2. 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 Association's 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 personnel file of the probationary teacher with the evaluation of the principal; such meetings to be of an informational, nature with no decisions being made.

- E. In the event that the tenure 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 personnel 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.

1. Upon request of the teacher, the Association's designated representative will have the right to a hearing with the teacher and the Administration, in the case of a conflict.

- F. It is understood that this article will only apply to a temporary replacement teacher in the event that said teacher's appointment exceeds ninety (90) school days.

ARTICLE 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 has 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 within 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. Teachers 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. The Board shall make an actual cost value reimbursement when a teacher, properly engaged in school activities, and at the location of such activities, suffers loss, damage, or destruction of the following:
  - 1. Clothing and eye glasses, if through student altercation or accident caused through student carelessness or intentional action, provided the teacher is dressed appropriately for the activity and takes proper precautions: maximum liability per loss not to exceed \$75.00.
  - 2. Personal property used for the benefit of the students will be covered only when written permission is given to bring said personal property into the school. Estimated value, reason for its use, and time of duration will be stated on an authorization report issued by the principal of the school involved.
  - 3. Vandalism to automobiles, motor bikes and bicycles which is not covered by the teacher's personal insurance will be covered to a maximum board contribution of \$125.00, computed as follows: the

Board will reimburse the first \$25.00 of loss, plus one-half (1/2) of any loss in excess of \$25.00, up to the maximum Board contribution of \$125.00.

The teacher shall submit to the superintendent in writing, proof of loss and a request for reimbursement, specifying the item involved and its value, and the circumstances leading to its loss, damage, or destruction. Any loss, damage or destruction involving less than five dollars (\$5.00) worth of clothing, property or automobile will be considered incidental and no reimbursement will be made.

Classes or student groups will be reimbursed for the cost of stolen property when it is stored in the area designated by the school for not more than five (5) calendar days and evidence of forced entry exists. The building principal will distribute the key to the appropriate class advisor, who will have sole responsibility for the key until it is returned to the building principal.

- 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.

ARTICLE XVI

GRIEVANCE PROCEDURES

- A. Any teacher, group of teachers, or the Association 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 ten (10) work 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.
3. Any matter pertaining to teacher evaluation. The content of the evaluation is not grievable; however, the evaluation procedure is grievable.
4. The termination of, or failure to rehire a teacher to an extra-curricular position.
5. The failure to rehire or extend a contract of a temporary replacement teacher shall not be subject to the grievance procedure. It is further understood that any matter pertaining to the termination of a temporary replacement teacher shall not be subject to the grievance procedure if said termination occurs between the 100th and 120th work day of said teacher's appointment.

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 herein after described.

C. The term "days" as used in this article shall mean "teacher work days", during the school year, and Monday through Friday (excluding legal holidays,) during summer break. Snow days are not deemed to be "teacher work 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. Before filing a written grievance as required in Level One, and within five (5) days of the alleged occurrence of a grievable action, the grievant shall present his grievance orally to the building principal, in an attempt to reach an informal resolution to said grievance. If no resolution is made, then the grievant shall proceed to Level One.



F. Level One. A teacher believing himself wronged by an alleged violation of the express provisions of this contract, shall within five (5) days of the meeting with the building principal, or ten (10) days of the alleged occurrence of the grievable action, whichever shall come first, 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 five (5) 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 written approval of the Association. The superintendent 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. The Board shall review the grievance not later than the next regular Board meeting. If the next regular Board meeting is at least ten (10) days after the date of receipt of the grievance appeal by the Board, the Board shall issue its final determination on the grievance within fifteen (15) days after the Board meeting. If the next regular Board meeting is less than ten (10) days after the receipt of the grievance appeal by the Board, the board shall issue its final determination on the grievance within thirty (30) days after the Board meeting. The Board may hold a hearing thereon, may designate one (1) 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 Association, shall final determination of the grievance be made by the Board later than the deadlines as set forth above.

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 (3) 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 (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.)
  3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
  4. Powers of the arbitrator are subject to the following limitations:
    - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
    - b. He shall have no power to interpret state or federal laws.
  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.
  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 (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.
  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.
- G. Should a teacher fail to institute or appeal a decision within the time limits specified, all further proceedings on a previously instituted grievance shall be barred. Should a teacher 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.

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 or arbitration award provide a remedy or benefits for more 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 their 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 resolved.

K. A teacher representative of the Association, employed by the Board, who is 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 per month for one (1) Association representative at each building location. Whenever possible, hearings so called, shall be held outside regular working hours and shall not interfere with school operations.

## ARTICLE XVII

### FINANCIAL RESPONSIBILITY

A. The Board agrees that it shall be a condition of employment that all teachers within thirty (30) days after the commencement of employment, either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association, and if he so desires, local assessments and PAC contributions and such authorization shall continue in effect from year to year, unless revoked or modified in writing.

or

2. Cause to be paid to the Association a representation and bargaining fee no more than the equivalent of the dues uniformly required of members of the exclusive bargaining representative. In the event the representation or membership fee shall not be paid, the Board upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, shall process said complaint in accordance with the Teacher's Tenure Act, the charging party being the Association. If said teacher is a tenure teacher, or in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his/her services shall be discontinued at the end of the then current school year. The Association, in its sole discretion, may withdraw its complaint against a teacher who has failed to comply with this Article at any time before the Board hires a replacement for said teacher. The parties expressly recognize that failure of a teacher to comply with the terms of this Article is just and reasonable cause for discharge from employment.
3. The Association shall submit in writing to the superintendent by the first pay day of each school year the amount to be deducted from each teacher's pay. Such amounts shall remain in effect throughout the school year.
4. The above mentioned deductions shall be made throughout the school year worked in equal bi-weekly installments, beginning with the second pay day of the school year.
5. The Association agrees to indemnify and save the Board, including each individual Board member, harmless against any and all claims, demands, costs, suits or other forms of liability, including, but not

limited to, back pay and all court or administrative agency costs which may arise out of or by reason of, action by the Board of Education for the purpose of complying with this Agreement. Any statements or invoices which the Board may receive regarding the enforcements of this provision shall be paid by the Association, directly to the person or organization sending the invoice.

The above is also subject to the following conditions:

- a. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
  - b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  - c. The Association has the right to choose the legal counsel to defend any said suit or action.
  - d. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- B. It is understood that temporary replacement teachers' obligations to the Association shall be on a prorated basis as determined by the Association, but such obligation shall not exceed one-tenth of the regular annual representation fee for each month said teachers work as bargaining unit members.

ARTICLE XVIII

REDUCTION IN PERSONNEL

- A. If the Board desires to reduce the number of teachers, the following procedures shall be used:
1. Voluntary layoffs may be accepted by the Board provided there remain teachers who are qualified and state certified to teach in the vacant positions.
  2. If further reductions are made, exceptions provided in subsection 3 herein, teachers shall be laid off according to seniority (least senior first), provided there remain teachers who are qualified and state certified to teach in vacant positions.
  3. In those cases when teachers have obtained tenure under the Michigan Tenure Law, non-tenured teachers shall be laid off before tenured teachers, provided there remain teachers who are qualified and state certified to teach in the vacant positions.
- B. For the purposes of this Article, "qualified" shall mean either the teacher has taught in the assignment area within the preceding six (6) years or the assignment area is in the teachers major or minor area.
- C. Seniority shall be defined as length of continuous service in the District, computed from the date on which the teacher began actual duty as a teacher. Provided, however, that seniority shall not accrue while the teacher is on an unpaid leave (of thirty (30) workdays of longer) or on layoff.
- D. The Administration shall annually promulgate and publish a "seniority list" showing all teaching staff in order of seniority. The list shall show each teacher's date of first duty and shall show any period of unpaid leave, layoff, or other condition which may affect the



computation of seniority (computed in number of workdays as defined in article XVI.C.). Grievances disputing the seniority credit shown on the seniority list must be filed within ten (10) workdays (as defined in article XVI.C.) of the posting of the list on which the disputed information first appears or they will be permanently barred.

In the circumstances of more than one (1) teacher beginning duty on the same date, all teachers so affected will participate in a drawing to determine position on the seniority list. The Association and teachers 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.

It is agreed that for purposes of promulgating seniority lists for the school year 1990-91 and thereafter, the following shall apply:

1. The thirty-day minimum 'unpaid leave' threshold for loss of seniority accumulation under article XVIII.C. shall only be applied prospectively, beginning with the 1990-91 school year. This threshold shall be interpreted as a cumulative total accrued within a single school year.
2. The seniority credit totals and relative ranking between teachers as reflected in the 1989-90



seniority list shall be considered to be 'grandfathered' and not subject to retroactive modification.

- E. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are laid off teachers in the bargaining unit who are certified and qualified to fill any vacancy which may arise.
  
- F. The Board shall give written notice of recall from layoff by sending a return receipt requested 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 of 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. Teachers shall forfeit their right to the position if they fail to notify the Board of their intent to accept or reject the terms of the recall notice within ten (10) days of the date the recall notice was mailed.
  
- G. Teachers shall retain their recall rights for three (3) years from the last day of work.
  
- H. In the event of a reduction of personnel, the affected teachers shall be given as much advance notice as possible, but not less than sixty (60) days advance

notice. It is agreed that said sixty (60) day notice shall be sufficient if notified by the Administration of its intent to recommend the reduction to the Board.

- I. It is expressly understood that this article applies only to regular teachers and does not apply to temporary replacement teachers. Temporary replacement teachers shall be given a one (1) week notice in the event of layoff. Temporary replacement teachers shall not earn any seniority in the bargaining unit, i.e., they shall always have 0 seniority. Layoff notices are not required when a temporary replacement teacher's contract expires or when the regular teacher returns to that position. Temporary replacement teachers have neither recall rights nor bumping rights except to the extent allowed by law.

ARTICLE 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 teachers possessing permanent teaching certificates, who are 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. Teachers shall be informed of a telephone number they shall 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.

ARTICLE XX

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 Association 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.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. 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.
  
- B. No secondary teachers shall be required to prepare more than three (3) lesson preparations for any normal teaching day, if possible.
  
- C. 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.
  
- D. 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.

E. 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 Association. The Board and the Association 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 educational opportunity to all pupils.

F. Teachers shall retire upon attainment of the age of seventy (70). In the event a teacher's seventieth birthday occurs during the school year, said teacher may be allowed to complete the school year at the discretion of the Board.

G. 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 meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.



APPENDIX A

- A. Salary payments will be made bi-weekly, per past practice.
- B. 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. Temporary replacement teachers, however, shall normally be paid the rate designated on Step 0 of the B.A. column in the master agreement. The Board may, however, grant up to ten (10) years credit on the schedule for up to ten (10) years of previous successful teaching experience. It is further understood that the provisions of this master agreement shall cover temporary replacement teachers, once said person has been contracted to work forty or more work days as a temporary replacement teacher, or once said person has worked in the same position for forty or more work days as a temporary replacement teacher, whichever is sooner. In the latter instance, said person shall receive retroactive wages to their last date of hire, at their pay, bringing them up to the designated rate.

It is agreed by all parties, the Board of Education, LEA and the VBCEA, that the Board may grant credit for outside district experience on the salary schedule. However, the amount of credit granted will be determined mutually between the new teacher and the Board of Education. Full credit on the salary schedule shall be granted for in-district teaching experience.



- C. 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.
- D. The teacher will have the option to receive pay in twenty (20) or twenty-six (26) installments. Teachers will have the option to receive final payment of balance between the end of the school year and June 30th. Should the teacher choose to take final payment between the end of the school year and June 30th, he must notify the superintendent's office before April 1st.
- E. Up to five (5) years in related employment may be granted by the Board when entering the Lawrence Public School System.
- F. The Board will pay a bonus at the rate of ten dollars (\$10.00) for every sick day not used, up to one hundred (100) days and at the rate of fifteen dollars (\$15.00) for every sick day not used in excess of one hundred (100) days up to a maximum of one hundred thirty (130) days, for a teacher with at least ten (10) complete school years in the Lawrence School System who is eligible for and successfully obtains full retirement pension benefits from the Michigan Public School Employees Retirement System. Payment shall be made upon presentation by the teacher of written verification by the MPSERS of both eligibility of the teacher and disbursement of the first pension payment to the teacher.

- G. 1. Teachers may opt for the insurance programs in either Plan A or Plan B below. If a husband and wife are both members of this bargaining unit, one (1) will be eligible for Plan A and the other will be eligible for Plan B.

Plan A

For the period from JULY 1, 1991, through June 30, 1992, the Board shall, monthly, contribute the full premium rate (as of July 1, 1991) for MESSA Super Care I hospitalization insurance for each teacher electing plan A, based on their family status. Effective July 1, 1992, the Board will increase its contribution to the monthly premium for the above-described hospitalization insurance in accordance with the following formula: The Board will pay all of the first ten percent (10%) of any increase above the July 1, 1991 premium rate levels, and the Board will pay fifty percent (50%) of any additional (above 10%) increase. Any remaining increase(S) not absorbed by the Board under this formula will be deducted from the annual salary of each individual teacher electing plan A coverage, in accordance with their respective family status.

Plan B

For employees not participating in Plan A above, the Board will contribute THE amount (rounded down to the nearest dollar) of the Board's contribution to the single subscriber rate in Plan A, toward the purchases of MESSA "nontaxable" options, tax deferred annuities, MEFSA "nontaxable" options OR similar options from local agencies.

2. The Board shall monthly contribute equal amounts toward the payment of premiums, for MESSA Delta Dental Plan E with the 007 Orthodontic Rider, for each teacher.
3. In the event a teacher, absent due to illness or injury, has exhausted his sick leave accrual, the above mentioned fringe benefits shall continue throughout the school year.
4. The Board will continue to provide full family MESSA VSP-3 Vision Insurance for each teacher.
5. a. For all teachers employed by the Board for the entire school year, the Board's obligation regarding contributions toward insurance benefits as stated above shall continue through the summer recess.  
b. For teachers who become employed by the Board after the first marking period of the school

year, the Board's obligation toward the above benefits during the summer recess, shall be pro-rated, based on the ratio of the number of days employed to the total teacher days in the school year (183).

c. For teachers whose employment with the Board is terminated prior to the end of the school year, the Board's obligation toward continuing the above stated contributions shall cease, on the date of such termination.

6. The above insurance coverage(s) is subject to the rules and regulation of the carrier(s) and underwriter(s).

7. The Board shall provide each teacher with MESSA Long Term Disability Plan I with a payment of 50% of the teacher's salary, a ninety (90) calendar day modified fill waiting period, a social security freeze rider and other items as specified in MESSA's quote.

#### H. Salary Schedule for 1991-92

Step	B.A.	B.A.+25	M.A.	M.A.+15
0	21,268	21,476	22,950	23,358
1	22,226	22,454	24,098	24,519
2	23,184	23,430	25,247	25,680
3	24,143	24,409	26,396	26,840
4	25,100	25,385	27,543	28,001
5	26,057	26,363	28,692	29,162
6	27,015	27,341	29,841	30,322
7	27,973	28,317	30,989	31,483
8	28,932	29,295	32,138	32,644
9	29,890	30,273	33,287	33,806
10	30,847	31,250	34,435	34,966
11	31,804	32,227	35,583	36,127
12	32,762	33,205	36,732	37,288
13	33,721	34,182	37,880	38,448

#### Salary Schedule for 1992-93

Step	B.A.	B.A.+25	M.A.	M.A.+15
0	22,331	22,550	24,098	24,526
1	23,337	23,577	25,303	25,745
2	24,343	24,602	26,509	26,964
3	25,350	25,629	27,716	28,182
4	26,355	26,654	28,920	29,401
5	27,360	27,681	30,127	30,620
6	28,366	28,708	31,333	31,838
7	29,372	29,733	32,538	33,057
8	30,379	30,760	33,745	34,276
9	31,385	31,787	34,951	35,496
10	32,389	32,813	36,157	36,714
11	33,394	33,838	37,362	37,933
12	34,400	34,865	38,569	39,152
13	35,407	35,891	39,774	40,370

I. The Lawrence Board of Education agrees to pay the five (5) percent retirement contribution as required by law.

J. Longevity

An annual stipend above salary of \$250.00 each year will be granted for those who have been at the top of the salary schedule for two or more years.

APPENDIX B

SUPPLEMENTARY PAY SCHEDULE FOR EXTRA ASSIGNMENTS

- A. The percentage to be based on experience in supplementary position up through Step 5 of B.A. pay level\*. (See Schedule A)
  
- B. An individual's years of experience in one position will be applied to any future position so long as the positions are in the same area. Temporary replacement teachers, however, shall normally be paid the rate designated on Step 0 of the B.A. column in the master agreement. The Board may, however, grant up to ten (10) years credit on the schedule for up to ten (10) years of previous successful teaching experience.
  
- C. When a teacher's position in a Schedule B assignment is not to be renewed, that teacher will be notified and given a written explanation of such dismissal at least thirty (30) days before the start of the school year. In the instance of a position itself being eliminated notice and explanation shall be given at the earliest possible time.
  
- D. The Board agrees to indemnify and hold the Association harmless, from any and all damages and judgements which may result from the Board paying unequal pay to coaches of girls and boys sports.

## SCHEDULE B

### A. Athletics (Boys)

Athletic Director	16.00%
Varsity Basketball and Football	11.50
Varsity Baseball	9.00
J.V. Football	8.00
J.V. Basketball	9.00
Track	8.00
Assistant Varsity Football	8.00
Freshman Basketball	7.50
Jr. Hi. Track (Boys & Girls)	7.00
Jr. Hi. Football	7.00
Assistant J.V. Football	6.00
J.V. Baseball	7.00
Assistant Jr. Hi. Football	5.00
8th Grade Basketball	7.00
7th Grade Basketball	7.00

### Athletics (Girls)

Varsity Basketball	11.50%
J.V. Basketball	9.00
Varsity Softball	9.00
J.V. Softball	7.00
Varsity Volleyball	9.00
J.V. Volleyball	7.00
Volleyball (combined)	11.00
Varsity Track	8.00
Jr. Hi Basketball	7.00
Cheerleading (combined)	7.00
Cheerleading (if not combined)	
Varsity and J.V.	4.50
Freshman and Junior High	2.50

### B. Miscellaneous

Combination classroom (20 child min.)	6.00%
Band	11.50
Intramural (Noon Hour)	5.00
Class Plays	4.00
Year Book	5.00
Musicals	4.00
F.T.A.	3.00
Newspaper (if Journalism Class is offered)	3.00
Spelling coach - up to 14 hours	1.00
- up to 28 hours	2.00
Science Fair - up to 14 hours	1.00
- up to 28 hours	2.00
All Class Advisors	\$8.50 per hour

### C. Coach's Pay if Sport Dropped

1/4 pay to start
1/4 pay for completing 1/3 of season
3/4 pay for completing 2/3 of season
full pay for completing more that 2/3 of season

D. Approved travel will be reimbursed at the rate of 26 cents per mile.

EXTRA DUTY ADENDUM

EXTRA DUTY - For the life of this agreement, the Board may vote to place the below listed extra duties in a category to be known as "activities not sponsored by the Board of Education."

When an activity is placed in this category, the following will apply:

- a. The Board will not contribute more than one hundred twenty-five dollars (\$125) per school year toward the expenses of the activity.
- b. The activity will not be covered by any provision of the Master Agreement.
- c. The participants of the activity may use existing facilities and equipment; however, the Board may not spend more than one hundred twenty-five dollars (\$125) per school year toward the purchase of any new equipment for the activity.
- d. The Athletic Director will not be required to assist the activity in any way.
- e. The Board must approve the coaches, sponsors, etc. of the activity.
- f. The teams will represent Lawrence Public Schools in league and non-league play.
- g. The allowable expenditures authorized in sections "a" and "c" above shall be independent but the board may in its discretion apply unused funds from one activity to expenditures in another activity.

Activities which may be placed in the "activities not sponsored by the Board of Education" category are as follows:

ATHLETICS (Boys)

J.V. Football  
JV. Basketball  
Freshman Basketball  
Jr. High Track (Boys & Girls)  
Jr. High Football  
Assistant J.V. Football  
J.V. Baseball  
Assistant Jr. High Football 8th Grade Basketball 7th Grade Basketball

MISCELLANEOUS

Class Plays  
Yearbook  
Musicals  
FTA  
Newspaper

ATHLETICS (Girls)

J.V. Basketball J.V. Softball J.V. Volleyball Volleyball  
(Combined) Jr. High Basketball Cheerleading (if not  
combined) Varsity and J.V. Freshman and Jr. High

NOTE: The following activities have already been voted on by the Board and are placed in the category of



an "activity not sponsored by the Board of Education."

All Jr. High Sports, including Track (boys and girls), Football, Assistant Jr. High Football, 8th Grade Basketball (boys), 7th Grade Basketball (boys), Jr. High Basketball (girls), Cheerleading. In addition, Assistant Junior Varsity Football, Junior Varsity Baseball, Junior Varsity Softball, Freshman Basketball, Freshman Cheerleading, Class Plays, Newspapers, FTA, Musicals, and Yearbook.

The following activities will remain in the Master Agreement as in the past:

ATHLETICS (Boys)

\*Athletic Director  
Varsity Basketball and Football  
Varsity Baseball  
Track  
Assistant Varsity Football

MISCELLANEOUS

Combined classroom (20 children min.)  
Band  
Intramural (Noon Hour)  
All class advisors

ATHLETICS (Girls)

Varsity Basketball  
Varsity Softball  
Varsity Volleyball  
Varsity Track

\*Should the Board vote to place additional activities in the "activities not sponsored by the Board of Education" category, the Athletic Director's pay shall be proportionately adjusted.

APPENDIX C

1991-92 SCHOOL CALENDAR

AUGUST 27	Teachers all day - Students report at 12:00 noon
September 2	Labor Day - No School
SEPTEMBER 11	JR. HIGH OPEN HOUSE
OCTOBER 29	LAST DAY OF 1ST QT. (45 DAYS)
November 6	Parent-Teacher Conferences - Dismiss at 10:06 A.M.
November 28-29	Thanksgiving Recess
December 23	Christmas Vacation Begins
January 6	School Resumes
January 15-16	Exams - Dismiss 11:30 A.M.
JANUARY 16	LAST DAY OF 2ND QT. (45 DAYS)
JANUARY 24	REPORT CARDS MAILED
	END OF FIRST SEMESTER
*February 21-24	Mid-Winter Break
MARCH 23	LAST DAY OF 3RD QT. (45 DAYS)
March 26	Parent-Teacher Conference - Dismiss at 11:06 A.M.
*March 30	Spring Recess Begins
April 6	Classes Resume
APRIL 17	GOOD FRIDAY (NO SCHOOL)
MAY 20-22	SENIOR SEMESTER EXAMS
May 25	Memorial Day - No School
May 31	Baccalaureate & Commencement
June 3-4	Exams - Dismiss 11:30 A.M.
June 4	Last Day For Students LAST DAY OF 4TH QT. (46 DAYS)
June 5	Last Day For Teachers

The 1992-93 calendar shall follow the county perpetual calendar guidelines utilizing the same number of days and format as used in 1991-92.

SNOW DAY MAKE-UP

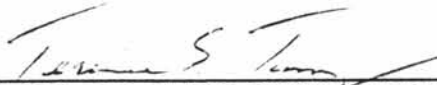
- A. Provide for "snow day" make-up to the extent required by laws or the State Aid Act.
  
- B. The snow-day policy and calendar will revert back to past practice should the State not require the make-up of snow days. However, the winter break will remain.
  
- C. Teachers will be paid for snow days and will not be paid for the required snow days make-up days.
  
- D. Provide a Two (2) day February winter break - Friday and Monday encompassing the last weekend of February.
  
- E. The Calendar will follow the same format as in the past, utilizing 180 student days and 182 teacher days, and will follow the Van Buren County Perpetual Calendar Guidelines concerning starting dates, winter and spring recesses.
  
- F. Order of Make-up as needed:
  - 1. First day of school (students - p.m. only). The school year will be shortened by one (1) day the last week of school if there are no snow days to be made up.
  - 2. February winter break  
Friday -- 1st day  
Monday -- 2nd day
  - 3. Good Friday (Students - a.m. only).
  - 4. Last day of school (students - a.m. only).
  - 5. Remainder of last week and first week following the scheduled end of school year.
  - 6. Spring Recess.
  - 7. Second week following the scheduled end of the school year.

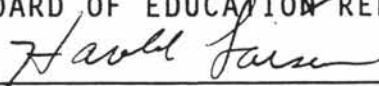
LETTER OF UNDERSTANDING  
BETWEEN  
VBCEA/LEA, MEA-NEA  
AND THE  
LAWRENCE PUBLIC SCHOOLS BOARD OF EDUCATION


THE BOARD OF EDUCATION OF THE LAWRENCE PUBLIC SCHOOLS AND THE VBCEA/LEA, MEA-NEA, MUTUALLY AGREE THAT FOR A PERIOD LIMITED TO THE DURATION OF THE 1991-92, 1992-93 MASTER AGREEMENT, THEY WILL AGREE TO THE FOLLOWING:

1. BOTH PARTIES RECOGNIZE THE SCHOOL DISTRICT'S LEGAL OBLIGATION TO PROMPTLY IMPLEMENT PROGRAM CHANGES DULY ORDERED BY AN "INDIVIDUALIZED EDUCATIONAL PROGRAM COMMITTEE" BY EITHER A FEDERAL OR STATE AGENCY AUTHORIZED TO ENFORCE SPECIAL EDUCATION LAWS (OR A "HEARING OFFICER" APPOINTED BY SUCH AN AGENCY) OR BY A COURT OF COMPETENT JURISDICTION.
2. TO THE EXTENT THAT IMPLEMENTATION OF ANY SUCH PROGRAM CHANGES MAY NECESSITATE CHANGES IN THE DUTY ASSIGNMENTS OF TEACHING STAFF, IT IS AGREED THAT, IN DEFERENCE TO THE SCHOOL DISTRICT'S ABOVE DESCRIBED LEGAL DUTIES, SUCH CHANGES IN ASSIGNMENT(S) MAY BE IMPOSED IMMEDIATELY. HOWEVER, THE LOCAL LEA SHALL BE NOTIFIED OF ANY SUCH CHANGES SO THAT THEY CAN REVIEW THE IMPACT AND POSSIBLE ALTERNATIVES TO ACCOMPLISH THE CHANGES.
3. NOTWITHSTANDING THE IMMEDIATE IMPOSITION OF AN ASSIGNMENT CHANGE AS DESCRIBED ABOVE, IT IS AGREED THAT THIS SHALL NOT CONSTITUTE A WAIVER BY THE VBCEA/LEA, MEA-NEA OF ANY RIGHTS IT MAY HAVE UNDER THE MICHIGAN PUBLIC EMPLOYMENT RELATIONS ACT ("PERA") TO SUBSEQUENTLY DEMAND TO BARGAIN WITH REGARD TO SUCH CHANGES. PROVIDED, HOWEVER, THAT ANY DISPUTES OVER THE EXISTENCE OR SCOPE OF THE SCHOOL DISTRICT'S DUTY TO BARGAIN IN SUCH CASES SHALL BE RESOLVED EXCLUSIVELY BY THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION.

Date: 12-17, 1991

  
\_\_\_\_\_  
BOARD OF EDUCATION REPRESENTATIVE

  
\_\_\_\_\_  
VBCEA REPRESENTATIVE

  
\_\_\_\_\_  
LEA REPRESENTATIVE

LETTER OF UNDERSTANDING  
BETWEEN  
VBCEA/LEA, MEA-NEA  
AND THE  
LAWRENCE PUBLIC SCHOOLS BOARD OF EDUCATION

THE BOARD OF EDUCATION OF THE LAWRENCE PUBLIC SCHOOLS AND THE VBCEA/LEA, MEA-NEA, MUTUALLY AGREE THAT FOR A PERIOD LIMITED TO THE 1991-92 SCHOOL YEAR, THEY WILL AGREE TO THE FOLLOWING:

1. IN ORDER TO IMPROVE COMMUNICATIONS BETWEEN PARENTS AND TEACHERS DURING PARENT/TEACHER CONFERENCES, THE ENCLOSED SCHEDULE FORMAT WILL BE ADHERED TO DURING THE FALL AND SPRING CONFERENCES. TWO HALF DAYS OF STAFF COMP-TIME WILL BE ADDED TO THE CALENDAR, RESULTING IN THE NEED TO ADD A FULL DAY OF STUDENT INSTRUCTION AT THE END OF THE EXISTING SCHOOL CALENDAR. AS A RESULT, THE LAST DAY FOR STUDENTS WILL BE JUNE 5 AND THE LAST DAY FOR TEACHERS WILL BE JUNE 8, 1992.

DATE; October 30, 1991

Terrence S. Tang 10/30/91  
BOARD OF EDUCATION REPRESENTATIVE

Harold Laine 10/28/91  
VBCEA REPRESENTATIVE

Pamela E. Thomas 10/30/91  
LEA REPRESENTATIVE

1991-92 PARENT/TEACHER CONFERENCE SCHEDULE

Tuesday, November 5 - Conferences 5 p.m. to 8 p.m. after  
a full day of school

Thursday, November 7 - Students dismissed at 11:05 a.m.  
Conferences 1:00 p.m. to 4:00 p.m.  
5:00 p.m. to 8:00 p.m.

Friday, November 8 - Students dismissed at 11:05 a.m.  
Staff dismissed at 11:15 a.m.

Conferences will be twenty minutes in length scheduled back-to-back. This schedule will provide nine hours or 27 conference slots. This is an increase of three hours from prior years and is an increase of five minutes per conference. Students will have one additional half-day off from school while staff receives one half-day of compensation time for the extra conference night. A survey given to parents last spring indicated that most of those who returned the survey preferred 20-minute conferences, two nights, and two half-days for students.

