AGREEMENT

between the

LAWRENCE, MASSACHUSETTS
SCHOOL COMMITTEE

and the

LAWRENCE TEACHERS' UNION

LOCAL 1019

American Federation of Teachers

AFL-CIO

August 27, 2007 – August 27, 2010

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AGREEMENT

ARTICLE I

RECOGNITION

A: THE LAWRENCE SCHOOL COMMITTEE

The Lawrence School Committee recognizes the Lawrence Teachers' Union, Local 1019, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative for all day classroom teachers including counselors, social workers, occupational therapists, physical therapists, speech pathologists, lead teachers, librarians, Title/Chapter I teachers, attendance officers, department heads, staff developers, school psychologists, Safe Schools Health Students Facilitator, "21st Century Program Facilitator," MINT District Licensure Facilitator, evaluator team leaders, full-time adult basic/G.E.D./E.S.L. teachers, Success for All (SFA) facilitators, mentor/peer assistance facilitator, evaluation team facilitators and other job-related education facilitators, content coaches, and extracurricular advisors as defined herein in Article II, Section G. When the School Committee approves a new professional position, the Superintendent or his/her designee will notify the Union. Upon the Union's request, the parties will meet to discuss appropriate unit placement.

B: DEFINITIONS

The term "committee" as used in this Agreement means the Lawrence School Committee and the school administrative organization.

The term "parties" as used in this Agreement refers to the committee and the union as participants in this Agreement

The term "school" as used in this Agreement means any work location or functional division maintained by the school department.

The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.

The term "teacher" and the term "person" as used in this Agreement mean a person employed by the committee in the bargaining unit as described in Article I.

The term "Union representative" as used in this Agreement means any qualified designee of the union.

Wherever the term "elementary" is used in this Agreement it is to include kindergarten.

Wherever the singular is used in this Agreement, it is to include the plural.

The term "administration" as used in this Agreement refers to the Superintendent or any qualified designee of the Superintendent so stated in writing.

C: MANAGEMENT RIGHTS CLAUSE

Subject only to the limits stated in this Agreement, the Lawrence Teachers' Union recognizes that the Lawrence School Committee and the Superintendent retain the exclusive rights to manage its affairs, including (but not limited to) the right to determine the means and methods of operation to be carried out, to direct its employees, and to conduct school systems operations in a safe and most efficient manner.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect, while at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993 and any subsequent amendments thereto. Accordingly and byway of example only, there may be instances where the parties have agreed that the "Committee" is to act when, in fact, as a result of the Education Reform Act, the Superintendent and/or Principals must now do so. It is the parties' intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons or entities other than those expressly named herein.

D: NEW POSITIONS

All of the facilitator and other new positions created during the term of the 1999-2001 agreement and any created during the term of any successor agreements shall be set forth in the contract, and the parties agree to enter into all amendments of Article II D as may be necessary to ensure that rights of such individuals, including rights as to retirement benefits, are protected; provided, however, there is no obligation to continue to fill these positions.

ARTICLE II

COMPENSATION

A. The basic salary schedules payable to personnel covered by this agreement are set forth at Appendix A.

B: ADVANCEMENT ON THE SALARY SCHEDULE

Each member of the bargaining unit who has served in the Lawrence Public School System in prior school years will be advanced one step on the salary schedule on the first day of each school year until the maximum is reached by such member.

C: REGULAR TEACHERS DOING SUBSTITUTE WORK

1. ALL TEACHERS:

The rate of pay for teachers who act as substitutes during their preparation periods or when a special teacher assigned to a class is absent and there is no substitute, the regularly assigned classroom teacher will conduct the lesson and be paid as follows:

30 minutes - Half the contract hourly rate

42-47 minutes - ¾'s of the contract hourly rate

60 minutes - Contract hourly rate

2. ELEMENTARY:

Rate of pay for regularly assigned teachers who receive children of absent teachers when, by taking such children, the number of children in his/her care will exceed 25.

Whole Class - Substitute's Daily Pay

Part of Class - a percentage of Substitute's Daily Pay in the following proportions:

(a) 1/2 of class = 1/2 of Substitute's Daily Pay;
(b) 1/3 of class = 1/3 of Substitute's Daily Pay;
(c) 1/4 of class = 1/4 of Substitute's Daily Pay;

No further division of class will be allowed and the principal will be expected to distribute additional responsibilities on an equitable basis.

In all such instances, as described above, the principal of the school will submit a weekly timesheet with the necessary information for the payroll department.

D: DIFFERENTIALS FOR SPECIAL PERSONNEL

1. All high school counselors shall work four days prior to the beginning of the teacher work year and shall be compensated $1,000.00 for these four days.

2. Teaching assistant elementary principals shall be compensated at the rate of $1,082 (2009-2010) above that step they occupy on the salary schedule. After five (5) consecutive days, they will be compensated at the same rate of pay as a master or principal while actually performing such work.

3. Lead teachers shall be compensated at a rate of $541 (2009-2010) above that step they occupy on the salary schedule.

4. Success for All (SFA) Facilitators will work a 200 day work year at a 10% differential added to their base salary.

5. The role and responsibilities of the Facilitator of Mentoring/Peer Assistance and the MINT District Licensure Facilitator will be combined and this person will work a 205 day work year at a differential/stipend of $9,500 added to his/her base pay for the 2007-08 and 2008-09 school years and $10,000 for the 2009-10 school year.

6. Mentors will be compensated at a stipend of $974 (2009-2010) added to their base pay.

7. Evaluation team facilitators and, effective at the beginning of the 2008-09 school year, school psychologists will be compensated at a stipend differential of $5,411 (2009-2010) with a work year of 195 days

8. Advisory Coordinators will be compensated at a stipend of $3,366 added to their base. This provision sunsets at the end of the 2007-2008 school year. The Committee will fulfill its bargaining obligations for subsequent years of the Agreement.

9. Special Education teachers who are completing Alternative MCAS Assessment Portfolios as mandated on the IEP's for the D.O.E. will be given sufficient time for this purpose.
10. All National Board Certified Teachers shall receive additional compensation in the amount of $2,500 annually as long as they hold National Board Certification. Such payment will be part of the teachers' annualized salary for retirement purposes.

E: METHOD AND TIME OF PAYMENT

1. Salaries of all personnel in the Unit shall be paid in twenty-six (26) equal installments, commencing with the second Tuesday in September and every other Tuesday thereafter until the 26th check has been issued.
2. Unit personnel may elect to receive the balance of their monies by notifying payroll on or before May 1 of their intention.
3. The balance due shall be paid not later than the first day of July and separate checks for each pay period shall be issued.
4. The employer will make direct deposit of employee paychecks upon request of the employee.

F: SUMMER SCHOOL - HOURLY RATE OF PAY

The hourly rate of pay for summer school shall be that set forth in Article II, M.

G: EXTRA-CURRICULAR ACTIVITIES

The parties agree that all compensation for extra-curricular duties except coaching will be made a part of this contract. They include:

CLASS ADVISORS - Lawrence High School (2009-2010):

Senior Class (6 Advisors)	$2,122.00 each
Junior Class (6 Advisors)	$1,061.00 each
Sophomore Class (6 Advisors)	$ 743.00 each
Freshman Class (6 Advisors)	$ 743.00 each
Band Director	$2,381
Bulletin – Lit. Mag.	$1,666
Chess – Game Club	$703

Cultural Awareness Club	$1,785
Mock Trial	$812
Distributive Education Clubs - America	$2,381
(Includes management of the school store)	
Drama Director	$3,571
(Includes drama club, 2 productions, state competition)	
Future Scientists Club	$812
Lawrencian Newspaper/4 issues	$1,666
Math Club	$812
National Honor Society with L-pin	$812
(Joins two functions into 1 Advisorship)	
Student Council	$3,571
Year Book	$3,603
Dance Club	$2,381
Recycling Club	$703
Writers Club	$812
Book Club	$703
Fitness Club	$703
Art Club	$703
YTE	$812
Future Academic/Enrichment Clubs	$812
Future Recreational/Social Clubs	$703

H. PAYMENTS/STIPENDS

To the extent permitted by law, all payments and stipends for additional work or duties shall be considered a part of the member's annual salary and shall be credited for retirement purposes. The School Committee makes no warranties as to whether the Retirement Board will include these amounts for purposes of retirement computations.

I. MILEAGE ALLOWANCE

Authorized by the Superintendent, subject to the approval of the Chairman of the School Committee.

Traveling personnel whose regular duties require them to travel to more than one school per day shall receive a per mile allowance that is equal to other employees of the City of Lawrence.

Traveling personnel authorized by the Superintendent of Schools must submit documentation of said mileage to the Superintendent of Schools or his designee subject to the final approval of the Chairman of the Lawrence School Committee.

J: CAREER INCREMENTS

Eligibility for career increments will be determined by the employee's full-time service with the school department as of June 30th, payable on the first day that teachers report for work.

Effective the first Tuesday after Labor Day, career increments for employees who commence employment prior to July 1, 2002, shall be paid according to the following schedule:

Years of Service as of June 30th	Percentage of Base Salary
5	1.7
6	1.7
7	1.75
8	2.0
9	2.25
10	2.5
11	2.5
12	2.75
13	3.0
14	3.25
15	3.5
16	3.5
17	3.75
18	4.0
19	4.25
20	4.5
21	4.75
22	5.0
23	5.25
24	5.5
25	5.75

Any member of the bargaining unit who commenced employment after July 1, 2002, shall be eligible for the following career increments:

Completion of 10 years of consecutive service	$1200
Completion of 15 years of consecutive service	$1800
Completion of 20 years of consecutive service	$2200
Completion of 25 years of consecutive service	$2600

Eligibility for career increments will be determined by the employee's full time service with the school department as of June 30th payable in October of the following school year. Employees who resign their employment for the subsequent school year and/or do not provide thirty days notice are not eligible for the payment of a career increment.

K. INCREMENTS FOR ADVANCED CREDIT

Increments for advanced credit shall be effective as of September 1 or January 1 upon successful completion of graduate level courses from an accredited institution or in-service courses approved in advance by the Superintendent of Schools prior to December 1.

L. SEVERANCE PAY

Severance pay of 33⅓% of the accumulated sick leave will be paid to a legitimate retiree under the Massachusetts Retirement Fund or in case of a teacher's death, to his/her estate.

To be eligible for severance pay, a retiring teacher must notify the Superintendent ninety (90) days prior to retiring, unless there are extenuating circumstances.

M: WORK BEFORE AND/OR AFTER THE REGULAR SCHOOL YEAR

1. Any member of the unit required to work before and/or after the close of the regular school year shall be compensated at a pro-rata rate of their regular salary provided that the work to be performed is substantially related to their regular school duties.

2. Counselors shall be compensated at a pro rata rate of his or her regular salary for work done beyond their present school year, as defined in Article II, Section D.2.

3. All teachers performing posted work before or after the regular school day, including but not limited to part time work at the ABE Center or tutoring shall be paid as follows

Effective 9/1/07	(2%) per hour
Effective 9/1/08	(3%) per hour
Effective 9/1/09	(3%) per hour

ARTICLE III

LEAVES OF ABSENCE

A: SICK LEAVE

Fifteen days of full pay shall be allowed during the school term from September to June in case of illness. Any or all of the fifteen (15) days of full pay that have not been used may be carried over to the following year's allowance and such allowance may be accumulated to two hundred (200) days of full pay.

Teachers will be permitted to buy back sick days each year provided the following conditions have been met:

1. If a member has accumulated 100 days starting in school year 1984 and uses two (2) or less sick days, the member shall be permitted to buy back three (3) days and all unused sick days will be added to their total sick leave, i.e., member using one day is eligible for buy back and accumulated 14 days.

2. If a member has accumulated 150 days starting in school year 1984-1985 and uses three (3) or less sick days, the member shall be permitted to buy back four (4) days and all unused sick days will be added to his/her total sick leave.

3. If a member has accumulated 200 days starting in school year 1984 and uses five (5) or less sick days, the member shall be permitted to buy back five (5) days with no further accumulation to his/her sick leave total. If a member has accumulated 200 days starting in 1984 and uses three (3) or less sick days during that year, the member shall be permitted to buy back six (6) days, and if an eligible member, as defined above, uses one or less sick days, the member shall be permitted to buy back seven (7) days with no further accumulation to his/her sick leave total.

4. Maximum sick leave accumulation is 200 days.

   The buy back rate will be at the teacher's daily rate of pay.

   Teachers eligible under this section must notify the school department payroll office of their eligibility. The amount due is payable on or before the third Tuesday in July.

5. Sick Leave Abuse

   a. Both parties to this agreement believe that paid sick leave is an important benefit for employees and that any abuse of sick leave is detrimental both to the students of Lawrence and the membership of the Lawrence Teachers' Union. While recognizing that only a small fraction of teachers may abuse sick leave, the parties agree that no abuse of sick leave should be tolerated or condoned.

      "Situations which suggest abuse" shall be defined as more than 4 absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods.

      When the record of repeated absence reflects a pattern of abuse, the principal shall meet with the teacher in order to determine whether the teacher has a valid reason to justify such absences. The teacher shall be informed that s(he) may have a union representative present at this meeting.

The principal shall provide written notice within five school days following such meeting to any employee whose excuse for absence was deemed unacceptable, and subsequently may require a medical certificate.

Medical certification shall be defined as a written documentation of illness and/or inability to attend work which details the medical condition and treatment plan with periodic updates from a physician, nurse, chiropractor, dentist, or other health care provider.

In any situation which persists to the point where the principal deems it necessary to consider disciplinary action against a teacher for suspected abuse of sick leave, the School Department shall immediately notify the President of the Lawrence Teachers' Union.

b. No action undertaken more than one year previously without recurrence of such abuse shall be considered in evaluating situations which suggest abuse in subsequent school years.

c. In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick leave and agrees to reasonably interpret and apply this provision.

Each teacher will receive a statement of his/her accumulated sick leave, on request in September of each year.

6. Up to three days of accrued sick leave to be deducted from sick leave each year may be used for illness in the employee's immediate family and/or household. The Superintendent or his/her designee reserves the right to require reasonable documentation of said family illness. Family illness days taken under this provision shall count as sick leave days and shall be deducted from sick leave accumulation and usage for the buyback provisions under Article II L and Article III A of the collective bargaining agreement.

In addition, employees may be eligible for leave in accordance with the Family and Medical Leave Act (FMLA 29 U.S.C. §§ 2601 et seq.)

B: SICK LEAVE FOR INJURY

1. A teacher absent as the result of any injury sustained in the performance of duty shall be granted sick leave without loss of pay without being required to use previously accumulated sick leave. A doctor's medical report shall be submitted to the Superintendent by the injured teacher and by a doctor designated by the School Committee, at the request of the Superintendent, every three months for the duration of the absence. The bargaining unit member may select the doctor of his/her choice and submit his doctor's report to the School Committee. If a dispute arises between the School Committee's doctor and the bargaining unit member's doctor as to the fitness of the bargaining unit member to return to work, then the bargaining unit member may submit the dispute to the grievance and arbitration procedure. At the end of three years' absence, the injured teacher shall apply for disability retirement from the Teachers' Retirement Board, and upon successful petition of the Board and the granting of said disability retirement by the Teachers' Retirement Board, all benefits under this section Article III B shall cease.

2. In the event that said injury referred to in paragraph (1) is of a recurring nature, additional sick leave without loss of pay shall be granted without being required to use previously accumulated sick leave. All conditions of paragraph (1) are considered to be part of this paragraph.

3. All medical expenses incurred as a result of an on-the-job injury, not covered by a group insurance plan in which the employee is enrolled at the time of injury, shall be paid by the City of Lawrence. Where an employee is injured on the job, the employee shall be required to look first to such coverage.

4. An employee who is unable to work due to an injury sustained in the performance of duty may be assigned to 'light duty' by the employer, provided that the employee's physician certifies the employee's ability to perform the work so assigned. 'Light duty' may include professional work (such as, but not limited to, one-on-one student instruction and tutoring or curriculum design) in the nature of that ordinarily performed by bargaining unit personnel but shall not include substitute teaching, other regular classroom instruction, or performance of work ordinarily and

customarily performed by employees outside of the teacher's bargaining unit, including, without limitation, clerical or custodial work. At least two weeks prior to making such an assignment, the employer shall provide the employee, his or her physician, and the union with a description of the duties to be performed, the hours to be worked within the regular school day and the location of the assignment at a school site.

5. The School Department and the Union agree to establish a joint committee on Workers' Compensation that will convene no later than October 1, 2008. The committee will consist of five members appointed by the Superintendent and five members appointed by the Union President. The purpose of this committee is to study the members' concerns about workers' compensation and to make joint recommendations to the parties in writing on or before September 30, 2009.

C: MILITARY LEAVE OF ABSENCE

Military leave of absence, without pay, shall be granted to a teacher with professional teacher status inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940, and subsequent amendments by the Congress. Upon return to the Lawrence School System, such teacher will be placed on a step of the salary schedule as if the teacher had not left.

D: PEACE CORPS

Leave of absence shall be granted to a teacher with professional teacher status who enters the Peace Corps. Such leave of absence shall not exceed two (2) years. Upon return to the Lawrence School System, such teacher will be placed on a step of the salary schedule as if the teacher had not left.

E: PERSONAL LEAVE

Personnel covered by this agreement shall receive up to two (2) days of personal leave per year. Personal days of leave are allowable for work days within the period of July 1 to June 30 of each year. Except in an emergency, such leave shall be requested in writing at least 24 hours in advance.

Personal days not taken by a teacher under the above paragraph in any year shall be added to accumulated sick leave under Article III, Section A of this contract.

Except for serious extenuating reasons, which must be approved by the Superintendent of Schools or his designee, no such leave will be granted during the first or last week of school. With the written approval of the Superintendent or his designee, and with seven (7) school days notice, up to three (3) percent of the employees covered by this agreement may be granted a leave on the work day preceding, or the work day after the Christmas, winter and spring vacation periods, and Columbus Day, Veterans' Day, Martin Luther King Day, Good Friday, Patriots' Day and Memorial Day; such leave shall be administered on an equitable basis. As a condition of the granting of said leave, a completed lesson plan shall be submitted to the school principal. Employees may apply for such leave no more than ten (10) days prior to the holiday or vacation period and shall be notified of the Superintendent's approval no less than five (5) days before the holiday or vacation period.

F: MATERNITY LEAVE

1. A teacher shall be granted a maternity leave of absence without pay, to become effective at her discretion and to terminate not more than two (2) years from the effective date of the commencement of said leave. A request for maternity leave shall be made in writing thirty (30) days prior to the effective date of the commencement of said leave. If requested by the Superintendent of Schools, the teacher shall submit a certificate from her physician attesting as to her ability to perform her duties.

2. Such leave shall commence wherever possible at a time corresponding with the beginning of the year, the beginning of the semester, or a vacation period, provided that up to that time the member of the unit can in the opinion of her physician and the Superintendent, perform her duties.

3. Maternity leave may be extended by agreement of the Superintendent and the member of the unit involved. This leave may be extended by agreement of the Superintendent in order that members of the unit who obtain maternity leave under this section, will return from this leave at the beginning of a semester or after a school vacation period. Substitutes will normally be employed on a semester basis to fill such maternity leaves.

4. The member of the unit should notify the Superintendent in writing by June 1 in the calendar year in which her maternity leave expires, of her intention to return in September or her intention to retire from the school system.

5. In the event of the termination of the pregnancy, the member of the unit may make a written application for reinstatement prior to the previously established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health. Such application may be granted by the Superintendent in the case of an acceptable vacancy.

6. A teacher returning from an extended leave under the provisions of Section 3 will be placed on the next step of the salary schedule if she had been actively employed by the Lawrence School System for more than ninety-one (91) days in the school year in which the leave commenced. She will be assigned to a school where a vacancy for which she is qualified exists.

7. Each teacher absent due to maternity shall be entitled to use up to 40 days of accrued sick leave for the period of such leave (limited by the amount of sick leave previously accrued by such teacher). In determining such sick leave, only school days shall be counted against such 40 days during the school year, but the period of summer break will interrupt and terminate eligibility for such sick leave.

8. Article XII, Savings Clause, is incorporated herein by reference in its entirety.

G: SABBATICAL LEAVE

1. An applicant for sabbatical leave must be a teacher with professional teacher status and must have rendered service in the Lawrence Public Schools for at least seven (7) consecutive years immediately preceding this sabbatical leave.

2. The number of leaves to be granted each year shall not exceed one percent (1%) of the teaching force.

3. Applications from eligible applicants must be submitted to the Superintendent prior to December 1, for leave beginning the following September.

4. Each applicant must include a plan of study or research, a statement of the applicant's professional purpose, and the expected value to the Lawrence Public Schools.

5. In granting leaves, the Superintendent will take into consideration the education value to the Lawrence Public Schools of the proposed project.

6. Personnel granted leaves of absence will receive full pay for one (1) semester or one (1) year, provided that such salary, when added to any salary paid under any Program Grant received by the applicant, shall not exceed the applicant's full annual salary rate for the step of the salary schedule (s)he will have attained during the year of his/her leave. Expenses approved by the Superintendent may be deducted before determining full annual salary.

7. Professional teacher status, regular salary increments, and status of teachers on sabbatical leave shall not be impaired.

8. Prior to granting of such leave, an applicant shall enter into a written agreement with the Lawrence School Committee that, upon termination of such leave, (s)he will return to service in the Lawrence Public Schools for a period equal to twice the length of such leave and that, in default of completing such service, (s)he will refund to the City of Lawrence an amount equal to such proportion of salary received by him/her while on leave as the amount of services not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless this failure is due to illness, disability or death and shall be so stated on his/her record.

H: ORGANIZED RESERVE FORCES

Every person who is a member of a service component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days. This shall apply to reserve service which the teacher cannot postpone to the summer vacation.

Members new to the unit or joining an Armed Forces Reserve Unit after September 1, 1984 will be governed by the following: Payment will be made under the above section; however, in no event is the member to receive a combined pay for the period which totals more than (s)he would normally receive for the same period while teaching.

I: FUNERAL LEAVE

1. Any member who is absent on account of death in the immediate family of the member or of his/her spouse (parent, husband, wife, child, brother, sister, or grandchild) or any member of the family residing in the same house, shall, at the time of death, be excused for a period of five (5) days.

2. Upon the death of any currently employed teacher, the Superintendent shall request that the flags on all buildings be half-staffed, and may close the school in which the teacher worked during the hours of the funeral. In the event the school is not closed, the school's Union Committee, after consultation with the principal, shall designate a delegation of up to 25% of the faculty to represent the school at the funeral.

3. Permission to attend the service shall be granted to at least one teacher per building in the case of death of a teacher retired from that building.

4. Teacher delegates shall be permitted to attend funeral services of families of their colleagues when arrangements can be made among the faculty with the approval of the principal and the Superintendent.
5. Funeral leave of one (1) day with pay shall be allowed for the death of other relatives.
6. Funeral leave of three (3) days with pay shall allowed for the death of a grandparent.

7. Whenever a teacher attends a funeral of a relative allowed under Article III I, and the funeral occurs 100 miles or more from Lawrence, the teacher may request additional funeral leave days for travel.

J: RELIGIOUS LEAVE

1. Teachers of the Jewish faith shall be excused for a total of three (3) days of class sessions without loss of pay on Rosh Hashanah and Yom Kippur.

2. Teachers of the Orthodox faith shall be excused from class sessions on Orthodox Good Friday.

K: LEAVE FOR CONFERENCES, CONVENTIONS, ETC.

Representatives of the Lawrence Teachers' Union shall be granted leave without pay with approval of the Superintendent, to attend conventions of affiliated bodies and educational conferences. Such leave shall not exceed five (5) days per year.

L: PROFESSIONAL LEAVE

Each teacher may be permitted one (1) day per year with pay to visit other classrooms in the Lawrence Public Schools or in other cities and towns to observe teaching techniques and/or to inspect teaching materials, or to attend an educational convention or conference. Such leave shall be subject to the prior approval by the Superintendent and may be extended upon the recommendation of the Superintendent.

M: MARITAL LEAVE

Marital leave of absence, without pay, may be granted to teachers with professional teacher status upon request.

N: FEDERATION LEAVE

One teacher with professional teacher status who is an officer of the union or who is appointed to its staff may, upon proper application, be given a leave of absence without pay for the purpose of performing legitimate duties for the Union. An employee given a leave of absence without pay for a school year shall receive credit toward annual salary increments on the schedules appropriate to his/her training and experience.

O: SCHEDULE FOR UNION PRESIDENT

Effective for the 2004-05 school year and thereafter, the President of the Lawrence Teachers' Union shall be given no administrative assignments and shall not be assigned to teach during the seventh period (or the last 45 minutes of the student school day). The Union President shall be allowed to perform union duties at all times when he/she does not have teaching duties or a preparation period and is not scheduled for a school meeting or professional development activity, including the flexibility to leave the school building, provided that the principal is so notified.

P: LEAVE WITHOUT PAY

Request for leave without pay must be filed with the Superintendent of Schools and must state the reason and period for which the leave is being requested.

In addition to maternity, leaves of absence without pay may be granted on account of prolonged illness, or they may be granted for other activities which would, in the opinion of the Superintendent of Schools, contribute to the future benefit of the Lawrence Public Schools. Leaves of absence without pay, except for maternity, will only be granted to teachers who have obtained professional teacher status in the City of Lawrence.

All leaves of absence without pay shall not be counted toward seniority, except those leaves of absence without pay of ten (10) school days or less (to be called short-term unpaid leave) shall be counted to the extent that they do not exceed a total of ten (10) school days. Once a teacher has accumulated ten (10) days of short-term unpaid leave, any subsequent leave without pay should not be counted toward seniority.

Q: JURY DUTY

Reasonable leave shall be allowed subject to the provisions of state law.

R: LEAVES OF ABSENCE NOT COVERED BY THE AGREEMENT

Leaves of absence with or without pay not covered by this Agreement or by the law shall be granted only to teachers with professional teacher status. If extenuating circumstances prevail, the Superintendent may grant leaves of absence to teachers without professional teacher status.

S: RETURN FROM LEAVE OF ABSENCE

Any employee who fails to return to work as scheduled from a leave of absence, and who is not excused by the Superintendent shall be considered to have resigned from his/her employment. All employees shall be given written notice of this provision prior to the commencement of any leave of absence.

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1. bargaining unit members shall not be required to work on the Friday before Labor Day and
2. a minimum of three hours on the third of these three days shall be allotted to teachers to prepare their classrooms or to deal with other issues related to the opening of the school year.

Personnel covered by this agreement shall report for duty three days before the opening of schools for students and shall remain in the schools sufficiently long enough to perform those individual tasks necessary for the proper closing of schools.

The work year shall extend from three days before the opening of school for students until 183 days have been worked, but in no case shall it extend beyond June 30, excluding vacations and holidays, except that counselors shall work the four business days immediately prior to the beginning of the teachers' work year. Day school shall be suspended on Saturdays, Sundays, Columbus Day, Veterans' Day, noon of the day prior to Thanksgiving until the following Monday, Christmas vacation, winter vacation. Good Friday, Patriot's Day, spring vacation. Memorial Day, and Martin Luther King Day.

Newly hired teachers shall attend three days of orientation, two immediately prior to the commencement of the teacher work year and one additional day selected from suggested dates during the school year, at no additional compensation.

C: WORK DAY

1. Elementary Schools In the elementary schools, the school day for students shall be the 6 hour and 25 minute school day, beginning at 8:15 a.m. and ending at 2:40 p.m. Teachers will work an additional 90 minutes each week to be scheduled by agreement between the building principal and the teachers at each school. In the event that the teachers in a particular building do not, by majority vote, agree to an alternative schedule, the work day for teachers shall begin ten minutes before the beginning of the students' instructional day. Elementary teachers cannot be required to perform duties prior to 8:05 a.m. Students will not enter their homeroom prior to 8:10 a.m. The students' instructional day commences at 8:15 a.m. The work day shall end ten minutes after dismissal time for students, excepting Fridays when the dismissal time for teachers will be the same as that for students.

   Any duties assigned to teachers during the additional time before and after the students' instructional day will be equitably assigned on a rotating basis.

On the issue of students not entering homerooms until 8:10 a.m., this shall be a pilot program for the 2004-05 school year, and either party may reopen a discussion on this issue prior to April 1, 2005.

2. High Schools The regular starting time for students will be at 7:45 a.m. and dismissal of students at 2:22 p.m. Teachers at the high school will work an additional 90 minutes each week to be scheduled by agreement between the building principal and the teachers at each school. In the event that the teachers in a particular building do not, by majority vote, agree to an alternative schedule, the work day shall begin ten minutes before and end ten minutes after the reporting and dismissal time for students, excepting Fridays when the dismissal time for teachers will be the same as for students. Any duties assigned to teachers during the additional time before and after the start of the students' day will be equitably assigned on a rotating basis.

3. Flexible School Start Times

Provided that the employer gives notice on or before May 15 of its intention to change the starting time of the school day for any particular school(s) or for different grade level(s) within a school, the employer may schedule school starting times no earlier than 7:30 a.m. and no later than 8:30 a.m. to be effective the following September.

The employer will set the school calendar for the school year no later than May 1 of the preceding school year, and may schedule the first day for teachers no earlier than the Monday preceding the Labor Day holiday.

4. No more than once a week, with advance notification to building principals, members of the Student Support Services Department with their consent, may work 2 hours later than the usual closing time on that day. These staff members will be granted two hours off at their discretion, providing such time is within five (5) working days of the day they stayed the extra two (2) hours and they must notify the principal of their intentions.

5. Building Meetings:

a. Teachers are required to attend one building meeting a month if a meeting is called by the principal.

The required meeting shall begin eight (8) minutes after the agreed upon school closing time for students. Meetings may be up to one hour long except if by majority vote, the teachers involved vote to extend the meeting time. This paragraph does not preclude teachers from volunteering to attend additional meetings.

b. A one week advance notice will be required for meetings called under this section.

c. Teachers may be requested, but shall not be required, to make any kind of presentation during these meetings.

6. Innovative Programs

If a teacher, after one year in an innovative setting, cannot adjust to the program, every effort will be made to transfer that teacher to another school.

7. ABE Work Day

The work day for bargaining unit members of the A.B.E. program shall be extended 90 minutes each week, scheduled in accordance with the requirements above as to majority agreement.

Adult Learning Center Teachers will not be required to work a split shift or a Saturday session. However, teachers placed at the Adult Learning Center may volunteer to teach a split shift. The School Committee reserves the right to reduce the number of positions at the Adult Learning Center prior to the start of the school year.

8. School Attendance Officers

School attendance officers will be required to work the same number of hours and minutes as the teachers in the school to which they are assigned. The individual schedule worked will be based on the needs of the position.

9. Phone Usage

Except in an emergency situation, teachers shall not conduct personal business on school phones or cell phones during the school day, except during their lunch period.

10. Afternoon Meetings

The School Department, except in an emergency situation, shall not schedule any required meetings for teachers during the afternoons or regularly scheduled union membership meetings. Further, members of the Lawrence Teachers Union Executive Board shall be excused from any school meetings that conflict with regularly scheduled LTU Executive Board meetings.

The paragraph above shall not apply to any student instructional programs or student after school programs.

D: ROTATION OF DUTIES

In the assignment of home rooms and other administrative duties, rotation will be followed.

E: CLASS SIZE

The employer and the Union agree that due to the physical space limitations, achievement of significant reductions in class size is not currently possible. However, both parties recognize that class size has a significant impact upon student learning, and that reduction in the current class sizes, both average and maximum, is a priority. During the life of this agreement, the School Committee will work in good faith to reduce class size when facilities become available, particularly focusing on grades K through 4.

F: LUNCH AIDES

1. At the elementary level, lunch aides shall be employed to supervise lunch periods.

2. If the Superintendent is unable to employ such aides, this item will not be subject to arbitration or grievance.

G: SCHOOL FACILITIES / HEALTH AND SAFETY

k. Access to school phones for local calls for personnel covered by the Agreement, and

1. Whenever possible, suitable parking areas for teachers during school hours.

2. Security in school premises will be maintained, that is, weapons and contraband will not be brought upon school premises by students or others and visitors to school premises will be required to check in. Concerns or violations will be brought forward to the Superintendent. The School Committee will work to ensure that security of the school premises is maintained.

3. Except in emergency situations, there shall be no painting done in school buildings occupied by students during school hours. The same shall apply to re-pointing of bricks, refinishing of floors, or use of disruptive chemicals for repairing buildings.

4. Each school will establish a protocol for parents to visit classrooms with expressed advance notification to the teachers.

H: CONTINUITY OF THE TEACHING PROCESS

Administration and teachers shall strive to limit classroom interruptions, other than for emergencies.

1. Management and the Union agree that normally educational team visits to a teacher's classroom shall not be a part of a teacher's evaluation and nothing connected with such visits shall be included in a teacher's personnel file.

2. Faculties shall be given at least 24 hours advanced notice when team visits are going to occur in their buildings.

3. Generally, visiting teams shall not consist of more than five people.

4. Whenever any written report results from these visits, teachers shall receive a copy of these reports as soon as they are available.

5. This section shall not apply to Superintendent visits.

I: SCHOOL CALENDAR

1. The regular term of all day schools shall constitute the 180 day school year needed by the Board of Education continuing into the month of June until the 180th school day has been attained. Day school sessions shall be suspended on Saturdays, Sundays, holidays and vacations.

2. Whenever any of the aforesaid holidays fall on Sunday, the schools shall not be in session on the following Monday.

J: TEACHING PROGRAMS

1. Teachers may express, in writing, to the principal their preferences of grade level, subject, department assignment. Programming preferences will be given consideration in preparing the organizational chart for following year.

2. In order to preserve the proper educational climate, the Superintendent shall make every attempt to notify teachers of the following matters concerning their programs for next school year at as early a date as possible:
   a. subjects to be taught
   b. grades of the subjects to be taught
   c. any academically talented, accelerated, honors, seminars, or special groupings which a teacher may be required to teach
   d. number of periods
   e. room assignments
   f. any other pertinent information

3. The number of different rooms in which assignments occur for a teacher shall be held to a minimum.

4. Present practices shall be applied within a school for exemptions from homeroom and building assignments.

5. Secondary teachers shall be assigned a maximum of five teaching periods per day.

6. The number of lesson preparations for secondary teachers shall be a maximum of three (3) per semester.

7. Except in emergency situations, at least one period per day at the secondary level shall be teacher directed preparation time. It is expected of teachers that this teacher directed preparation time will be used for activities that are related to the performance of their professional duties.

8. All elementary teachers, including specialists, shall be provided with at least 150 minutes of teacher directed preparation time per week exclusive of lunch and recess time. A preparation period shall be no less than 30 minutes. It is expected of teachers that teacher directed preparation time will be used for activities that are related to the performance of their professional duties. No teacher shall be required to perform any duties or additional teaching assignments, including substitute coverage, during his/her preparation period. No teacher with a regular classroom

assignment will be assigned to cover a preparation period.

9. Whenever possible, teachers will be notified no later than ten days before the close of school about matters concerning their teaching programs for the following year.

10. Pre-Kindergarten and Kindergarten shall be treated the same as grade one through four, in that whatever pertains to grade one through four pertains to Kindergarten and Pre-Kindergarten on a pro-rata basis.

11. All Adult Basic Education bargaining unit members shall have one preparation period a day of forty-five minutes duration. The preparation period shall be non-programmed and unassigned.

12. a. Each bargaining unit member at the Center shall submit to the program coordinator his/her individual program preferences, including hours, by June 1. The program coordinator shall assign individual schedules taking into consideration the employees' preferences.

b. Any dispute as to program schedule or hours may be appealed to the Superintendent of Schools.

13. Each teacher shall be required to attend two (2) parent/teacher conference programs per year outside of the regular school day or similar functions for teachers assigned to the ABE Center. Teachers will also be required to attend one teacher-parent curriculum evening meeting of up to two hours duration each school year.

14. Except in emergency or extenuating situations, teachers shall be permitted to leave the school building during their 30 minute scheduled lunch period with advance notice to the principal or his or her designee and with the completion of a signed In and Out log.

K: PERSONNEL FILES

1. Personnel files shall be maintained under the following circumstances:
   a. No material derogatory to a teacher's conduct, service, character or personality, except incoming recommendations at the time of initial employment, shall be placed in the files by an administrator unless the teacher is shown a dated copy at the same time.

b. The teacher shall have the right to submit a response to the statement. The teacher's answer shall also be included in the file.

c. Upon request, a teacher shall be given access to his/her file in the presence of the Superintendent's designee.

d. Upon receipt of a written request, the teacher shall be furnished with a reproduction of any material in his/her file.

2. Derogatory statements or reports kept by administrators within their schools are subject to the same provisions as official personnel files.

3. Grievances filed by any member of this unit under the grievance procedure shall not be put in that person's personnel file, nor can it be used against any person when applying for a new position.

4. A log sheet shall be maintained in each teacher's personnel file which shall be signed whenever that file is examined or reviewed. The sheet shall contain the name of the reviewer and the date of the review.

L: COOPERATING TEACHERS

1. Teachers cooperating in the training of student teachers shall be known as training teachers.

2. Qualifications for cooperating teachers shall include the following:

a. teacher certification,

b. three (3) years of successful teaching experience,

c. recommendations of the student by the school, college, or university requesting service,

d. recommendation of the Lawrence Public Schools, and

e. willingness of cooperating teacher to cooperate with the college requesting service and the Lawrence Public Schools in effecting a coordinated training program.

3. Acceptance of trainees shall be voluntary. Adequate advance notice of the assignment of a trainee shall be provided.

4. Vouchers earned for courses by cooperating teachers are to be mailed by the practice teacher's school directly to the cooperating teacher, or to his/her principal or department head. Such vouchers are to be handled in the following manner:

   a. used by the cooperating teacher,

   b. kept in the same school or department to be used by any member studying for an advanced degree,

   c. in the case of the high school or middle school, turned over for general use of any high school or middle school faculty member if it is not used within the department, and

   d. turned over to the Superintendent if it cannot be used in the school where the practice teaching originated.

M: NOTICES AND ANNOUNCEMENTS

1. Teachers shall be notified in advance of special events which are to occur involving students such as eye and ear testing, assembly programs, etc.
2. Teachers shall be notified when routinely scheduled administrative personnel visits are to be changed.
3. A “hard copy” of all official circulars pertaining to teachers shall be sent to the Lawrence Teachers’ Union office and shall be posted on the school bulletin boards and/or the Lawrence Public School’s website.
4. A directory of all school personnel in the Lawrence Public Schools shall be made available in each school building as soon as possible after the beginning of the school year.
5. A systematic method of circulating information shall be devised in each building. Classroom interruptions for notices or public address announcements shall be kept at an absolute minimum.
6. A copy of teaching programs and non-teaching assignments will be sent to the President of the Union by the principal of each building, on request.

N: HEALTH AND SAFETY STANDARDS

1. The School Committee shall continue to cooperate in notifying the Department of Public Works of all needed improvements.
2. The School Committee or its designee shall survey lighting and ventilation needs of the schools.

3. School buildings may be closed when temperatures become extreme, on the approval of the Superintendent of Schools or his designee, after consultation with the principal of said building.

O: ASSISTANCE IN ASSAULT CASES

1. Principals shall immediately report orally all cases of assault suffered by teachers in connection with their employment to the Superintendent and in writing within 24 hours.

2. Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the teacher for relevant information in the Committee's possession not privileged under law concerning the person or persons involved.

3. The District may indemnify a teacher in its employ for expenses or damages sustained by him/her by reason of an action or claim against him/her arising out of the negligence of such teacher or other act by him/her resulting in accidental damages to or destruction of property while acting as a teacher, and may indemnify a teacher in its employ for expenses or damages sustained by him/her by reason of an action or claim against him/her arising out of any other acts done by him/her while acting as such teacher; provided: in either case, that after investigation, it may appear to the Committee that such teacher was, at the tune the cause of action or claim arose, acting within the scope of his/her employment and provided further that the defense settlement of any action or claim for which indemnification is sought under this provision shall have been made by the City Solicitor upon the request of the Committee or if the City Solicitor fails or refuses to defend such action or claim, by an attorney named by the Committee or by an attorney employed by such teacher. The Committee shall appropriate funds for this purpose in the same manner as appropriations for general school purposes.

P: ITINERANT TEACHERS

1. Itinerant teachers will not be used to cover classes in place of substitutes except in an emergency and subject to Article II, Section C.

2. Itinerant teachers will be given non-instructional duties in the school where they spend the major portion of their time consistent with the regular duties assigned to teaching personnel

in that building. These duties are not to deny a teacher time for lunch or time to arrive at the next assignment.

Q: PROFESSIONAL IMPROVEMENTS

1. The parties agree that continuing curriculum evaluation study shall be an integral part of the activity of the teachers of Lawrence.

2. Opinions and suggestions as to the kind of teaching and instructional materials used in the City of Lawrence shall be sought from personnel with final recommendations to the Committee made by the Superintendent of Schools.

3. The School Committee shall reimburse a teacher the full cost of tuition fees, books and materials required for all courses directed in writing by the Superintendent of Schools.

4. a. A diversified program on in-service training shall be provided for all teachers.

   b. The Committee agrees to sponsor programs for teachers and the general public to improve understanding of the rapidly changing needs of the City of Lawrence.

   c. The Committee agrees to coordinate any plan with cooperating area universities and in-service training for teachers.

   d. Voluntary participation in any in-service program planned for the improvement of the educational program in the Lawrence Public Schools will be encouraged by the Union.

   e. <u>District/School Professional Development</u>

      1. Each teacher shall participate in 21 hours of professional development activities per year, divided into two segments of 10 and 11 hours: 10 hours shall be district directed activities and 11 hours shall be school based activities.

      2. District Directed Activities: District directed activities shall be scheduled in five two-hour blocks. The Superintendent shall publish a schedule of the district directed activities no later than October 15 of each school year of the district directed activities for that year. The announcement shall contain at least the date, time, location and general topic of the

professional development activity.

3. School Directed Activities: As to the school based activities, where possible such activities shall not be scheduled in any week in which district-wide activities are scheduled. Each principal shall publish a schedule of the school based activities for that year no later than October 15 of each school year, and shall schedule five two-hour blocks and one one hour block. The faculty of each school shall participate in setting the agenda for school-directed professional development activities, which shall relate to such matters as the comprehensive reform model adopted by the school or planning for the adoption of such plan, or to the goals of the school improvement plan.

4. Professional development activities shall be scheduled to start at the close of the teacher's work day, and shall not be scheduled on the first Wednesday of any month nor on Fridays. In no event shall more than two Professional Development activities be scheduled in any one week. Any professional development time missed shall be made up in professional development activities agreed upon by the teacher and his/her principal.

5. Evaluation of Professional Development Activities:
The Superintendent and the Union will develop a mutually agreed upon form for evaluation of Professional Development Activities. At the end of each professional development session, such forms shall be distributed to all attending teachers to elicit their comments and evaluation of the session. At the close of each school year the Superintendent and the Union President shall meet and develop a joint report evaluating the professional development activities for presentation to the School Committee and the Union Executive Board as well as to the Educational Improvement Advisory Council.

6. Effective September 2004, the members of the Professional Development Committee shall be appointed (or reappointed) for a term of two years. Faculty at each school will nominate one member of the faculty to serve on a joint professional development committee. The Superintendent will select from this list a minimum of six (6) members to serve on the committee and may assign up to eight (8) administrators as additional members. The Union will designate two (2) additional members of the committee. The purpose of the committee will be to survey the membership, to discuss any other concerns that will enhance the work of the Lawrence Public Schools, and to make recommendations to the Superintendent on professional development. The committee shall make a report to the Administration and the Union in April of each year.

7. There will be a district-wide early release day on the second Wednesday of every month. Elementary and middle schools will release students at 12:00 p.m. The High School will release students at 11:50 a.m.

Elementary and middle schools will commence professional development activities at 12:30 p.m. High school professional development activities will commence at 12:20 p.m.

Each early release day, teachers will participate in one and one-half hours (1 ½) of additional hours for the purposes of continued professional development. These activities will continue onward from 2:50 p.m. in the elementary/middle schools and 3:17 p.m. in the high school, and end at 4:20 p.m. in the elementary/middle schools and 4:47 p.m. in the high school.

The aforementioned one and one-half (1 1/2) hours monthly (15 hours per year) will be considered to be included in the negotiated professional development time.

Professional development activities will be planned by school and district leadership, in alignment with district educational initiatives. Activities may include but not be limited to workshops, presentations, trainings, study groups or team meetings addressing the following topics:

- Comprehensive school reform activities
- School restructuring/block-scheduling training
- Student and program data analysis
- Success For All component meetings
- English as a Second Language techniques
- Literacy and mathematics approaches
- State frameworks and district customization
- MCAS articulation and planning
- Exemplary professional practices
- Middle school planning
- Analysis of student work and data
- Model lesson study
- Student special needs and adaptations
- Conflict resolution and student discipline strategies
- Classroom management and organization
- Subject specific content knowledge
- School team building and problem solving
- Classroom and school inter-visitation
- Leadership development and change process
- Mentoring/Peer Assistance
- Data-Based Decision Making
- Value-Added Assessment
- Seven Essentials of School Transformation

8. Credit for Professional Development - Each teacher shall be granted two credits for advancement on the salary schedule and 21 professional development points for successful completion of professional development activities. Credits earned under this provision shall be permanently accrued and shall not be subject to forfeiture or expiration of any kind. All documentation regarding in-service credits and PDP's earned by a teacher shall be given to that teacher in writing by August 30th of each year.

9. Tuition Reimbursement:

   a. The School Committee will reimburse each bargaining unit member up to $700 per year for a graduate level course and up to $900 when evidence is submitted that the member is enrolled in a master's degree or doctoral program or a program leading to a CAGS or CAES.

   b. Tuition reimbursement requests for teachers are accepted for graduate courses only. A Tuition Reimbursement Form must be received in the Human Resources Office twenty-one (21) days prior to the commencement of the course.

   c. The Director of Human Resources or his/her designee will respond to the Request for Reimbursement within fourteen (14) days of receipt. An approval letter from the Human Resources Office must be received in order to qualify for reimbursement.

   d. A copy of the grade report or transcript and proof of payment must be received in the Human Resources Office within thirty (30) days after the completion of the course.

   e. Tuition reimbursement payments for members who have successfully completed approved courses (Grade A or B) will be submitted for payment and mailed to the individual's home on one of the following dates: March 31st July 31st, or November 30th. The grade report and proof of payment must be received in the Human Resources Office thirty (30) days prior to these dates in order to allow time for processing.

   f. Teachers shall have access to the full amount of tuition reimbursement even if this amount is applied to more than one course.

R: DUTY FREE LUNCH

Each teacher will be provided with a thirty (30) minute duty-free lunch period. All lunch periods will be consecutive.

S: SCHOOL SUPPLIES

1. Teachers shall be allowed to participate in determining what supplies are to be ordered.

2. Supplementary teaching materials, such as periodicals, shall be permitted in excess of the book budget.

T: EVALUATION

1. All observations of teaching performance shall be conducted personally and with full knowledge of the teacher.

2. In the case of an unsatisfactory rating, the person responsible for the rating must have observed the teacher in classroom performance.

3. The teacher shall be given his/her evaluation report. A conference may be held with those responsible for the rating.

4. The Superintendent of Schools together with the school administrators shall prepare job descriptions for all positions, administrative and supervisory in nature, which affect teachers. The job descriptions shall have a clear definition of the responsibilities of each administrator or supervisor as they affect the teachers. When teachers are responsible to more than one supervisor, they shall be advised by their principal of the exact division of such responsibility. The job description of these administrative and advisory positions as they relate to teachers shall be made available to the Union.

5. An unsatisfactory rating may be grieved.

6. The parties agree that evaluations shall be conducted according to the Lawrence Public Schools Teacher Supervision and Evaluation Process and Standards as ratified in 2007, incorporated herein by this reference, provided however that, as to teachers without professional teacher status, the dates for completion of classroom observations are extended from December 1 to January 4 and from February 1 to March 1 and for final evaluation report from March 15 to April 15.

U: SENIORITY

1. The Lawrence Public Schools shall prepare a seniority list which indicates the date on which all members of the bargaining unit were hired. The Union shall be supplied with the list which shall be kept current,

2. Seniority is defined as the total years of teaching service in the bargaining unit as defined in Article 1, Recognition, in the Lawrence Public Schools. Periods of service divided by a break due to resignation, termination, or employment outside the bargaining unit shall not be added together to determine seniority. Employees who left the bargaining unit, but continue to be employed by the Lawrence Public Schools may return to the unit provided, however, that they achieved professional teacher status in Lawrence prior to leaving the unit, and they will be credited upon their return with their prior bargaining unit seniority.

V. REDUCTION IN FORCE

1. The Superintendent retains the right to determine the number of teaching positions and other professional positions which are needed in the school system, and the Superintendent retains the right to determine the employees to be laid off and recalled consistent with the General Laws of the Commonwealth, the Regulations of the Department of Education and this Agreement.

2. Definitions.

A. Seniority: Seniority is defined as the total years of teaching service in the bargaining unit as defined in Article I, Recognition, in the Lawrence Public Schools.

Periods of service divided by a break due to resignation, termination or employment outside the bargaining unit shall not be added together to determine seniority. Employees who left the bargaining unit, but continue to be employed by the Lawrence Public Schools may return to the unit provided, however, that they achieved professional teacher status in Lawrence prior to leaving the unit, and they will be credited upon their return with their prior bargaining unit seniority.

B. Highly Qualified: Certified by the Massachusetts Department of Education in accordance with M.G.L. c. 71 § 38G, as amended, and by compliance with the terms of Section 5 below. For the purposes of this Article, teachers meet the

certification requirement of qualification for certification categories based on information about new certifications in the Superintendent's Office as of November 1. The Superintendent shall promulgate and forward to the Union by January 1, a list of bargaining unit members with their seniority date and respective certifications. Teachers will have until January 31 to verify the information on existing certifications applying to them individually. On or before February 15, the Union will submit to the Superintendent a list of disputed items on said certification list. The parties will sign off on the agreed upon seniority list on or before March 1.

C. Professional Teacher Status The status of a teacher who meets the requirements under M.G.L. c. 71, § 41.

D. Certification Categories For purpose of this Article, the certification areas of the Department of Education shall be utilized.

E. Recall Period The recall period shall be twenty-four (24) months from the effective date of the teacher's layoff. The effective date of the layoff shall be the last day worked by the teacher.

3. Layoff Procedures

A. These procedures apply only to teachers who have achieved professional teacher status.

B. Before any teachers with professional teacher status are laid off, an attempt will be made to meet any reduction in the number of teaching positions through normal attrition.

C. A teacher with professional teacher status will not be laid off if there is a teacher without professional teacher status whose position the teacher with professional teacher status is qualified to fill.

D. For purposes of this Article each teacher will be regarded as qualified for any position for which he/she holds Department of Education certification and is compliant with the terms of Section 5 below. In determining the order in which teachers shall be laid off within each certification area, the teacher within each certification area who has the least seniority will be the one who is laid off first and all layoffs shall occur in reverse order of seniority.

4. Where a teacher is certified in more than one area of certification, that teacher shall not be laid off if there is a junior teacher occupying a position in any area for which the senior teacher is certified and is compliant with the terms and conditions of Section 5.

5. In the event that, by operation of this Article, a senior teacher would be assigned to an area of certification where he/she has not taught satisfactorily (measured beginning 1999-2000) during the preceding five (5) years, then the school department, as a condition of his/her assignment, shall notify the teacher that a program of study designed to familiarize the teacher with current substantive educational developments in that area of certification is required. In the event that the notice of assignment is provided prior to April 15, the program of study must be satisfactorily completed prior to the start of the following school year. In the event that the notice of assignment is provided after April 15, then the program of study must be satisfactorily completed by January 1 of the following school year.

Program of study as used herein shall mean a program intended to achieve current knowledge of core subject area and related standards, as approved by the Superintendent, which approval will not be unreasonably withheld. Completion of the program is subject to verification by the Superintendent, which verification will not be unreasonably denied.

6. Teachers with professional teacher status who have been laid off pursuant to a reduction in force shall be eligible for continued participation in group insurance plans at their own expense at the rate of 102% of the cost of the premium for a period of eighteen (18) months following said reduction.

7. Teachers who are on layoff shall be placed on a recall list for twenty-four (24) months after the effective date of their layoff and shall be given preference for any Unit vacancy or new position which they are qualified to fill. During their recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire. Teachers with recall rights will be recalled in the reverse order of their layoff.

8. Teachers who have been laid off shall, during their recall period, be notified in writing to the teacher's home address by the Superintendent's office of any open Unit positions in the system which they may be qualified to fill. It shall be the responsibility of teachers on the recall list to notify the Superintendent's Office in writing of any change of address. Failure to accept an offer of employment in writing for any such suitable position within thirty (30) calendar days of notification of the position shall be considered a rejection of such offer and shall eliminate the teacher's recall rights. However, if a teacher who has been

laid off gives written notice to the Superintendent or his/her designee by August 1 (i.e., notice by August 1, 2000 for the school year 2000-2001) that the teacher will not be available for the recall, that teacher will be bypassed for recall for the balance of that school year. Any teacher who exercises this option must inform the Superintendent or his/her designee by March 1 (i.e., notice by March 1, 2001 for school year 2001-2002) as to whether or not he/she will be available for recall upon the conclusion of that school year. If the teacher fails to give notice or indicates that he/she will not he available for recall, he/she will be dropped from the recall list. The exercise of this option shall in no way extend the recall rights of any teachers who avail themselves of it and the provisions of this section can only be utilized once during any recall period.

9. Teachers recalled after layoff under this Article shall be placed on the step of the salary schedule which is one step higher than the one which they were on at the time of their last day of teaching prior to being laid off. Teachers who are laid off shall be credited upon recall for all accrued sick days credited to them at the beginning of their last day of teaching prior to being laid off.

10. The Superintendent shall provide written notice to any teacher who is to be affected by a reduction in force by June 15 of the school year preceding the school year in which the reduction is to be effected.

11. Copies of layoff and recall notices shall be sent to the Union.

W: TEACHER EMPLOYMENT

1. A teacher who has not attained professional teacher status shall be notified in writing on or before June 15th during his/her first two years of employment and in writing on or before June 15th during his/her third year of employment whenever such person is not to be employed for the following school year.

2. <u>Just Cause Discipline</u>

   A. The employer agrees that it will not discipline any employee in the bargaining unit without just cause. In determining whether the discipline was for just cause, the arbitrator will consider the best interests of the pupils in the districts and the other elements of just cause.

B. The employer will notify the employee subject to investigation of any situation which might lead to disciplinary action against the employee of the employee rights under state law and of their right to union representation.

C. If the employer determines that interviews with any members of the bargaining unit are necessary in behest of any investigation, the employer will inform the member of the bargaining unit that such interviews are required and will allow a union representative to attend.

D. Although there may be situations in which an employee's conduct justifies immediate removal from the school premises, by way of suspension with or without pay, the employer agrees that it will notify the union of its intention to take any such action and that it will afford the union and the employee an opportunity to be heard prior to the implementation of such removal, or if the prior hearing is not possible, then the employer agrees that it will allow the union and the affected employee an opportunity to be heard with regard to the removal as promptly as possible.

E. The rights set forth herein are in addition to, and not in lieu of, all rights under Massachusetts law.

3. Teachers are expected to give 60 days advance notice of resignation and/or retirement from the school system.

X: DAMAGE AND LOSS OF PROPERTY

1. No teacher shall be held responsible for loss, damage or destruction of school property or children's property when such loss, damage or destruction is not the fault of the teacher.

2. A teacher shall report in writing any loss, damage or destruction to the principal immediately upon becoming aware of such loss, damage or destruction.

3. The Committee will reimburse teachers for loss, damage or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school when the teacher has not been negligent to the extent that such loss is not covered by insurance.

4. The term “personal property” shall not include cash. The terms “loss, damage and destruction” shall not cover the effects of normal wear, tear and use.

5. A bargaining unit member bringing any personal equipment such as a camera, tape recorder, etc. to school to be used as part of the teaching process shall be reimbursed in the event of loss, damage or destruction provided that such equipment is registered with the principal.

Y: Members are expected to dress appropriately for a school setting. Individual schools may establish dress codes by agreement of the building principal and a majority of teachers at that school. Faculty votes on a dress code shall be conducted jointly by the principal and union building representatives and shall be by secret ballot. Any dress code that is adopted may be reconsidered by the school on an annual basis. Members will not be permitted to wear jeans.

ARTICLE V

TRANSFERS AND PROMOTIONS

A. TRANSFERS AND BUILDING ASSIGNMENTS

1. Effective 2005, and thereafter, all "open" positions shall be posted twice: on May 1st and on June 30th. The May 1st posting shall be included in a "posting binder" accessible to all teachers in each school and posted on the School Department's web page. The June 30th posting shall be posted on the School Department's web page and a copy of the posting shall be sent to the President of the Lawrence Teachers’ Union.

2. Teachers shall be entitled to apply for open positions for which they are certified, by application to the Superintendent within ten days of the posting which identifies the position for which application is made.

3. The Superintendent shall make the transfer after conferring with the principals involved. Since the welfare of the system and the pupils of the system must be the primary concern in the transfer, qualifications of the teachers involved shall be the first consideration in any transfer. If the teachers who apply are equally qualified, seniority shall be considered in granting the transfer. The transfer shall be made at the discretion of the Superintendent; such discretion shall be based on the foregoing standards.

4. If the transfer is to be based on seniority and if the transfer is within the same building, seniority within the same building shall be considered.
5. If the transfer is to be based on seniority and if the transfer is between buildings, seniority within the system shall be considered.

6. When a reduction in the number of teachers in a school is necessary, qualified volunteers from the same school will be considered first.

7. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his designee, unless such a meeting is not held due to the unavailability of a teacher.

8. The rights set forth herein are in addition to, and not in lieu of, all other rights available to teachers with professional teacher status under Massachusetts law.

B. PROMOTIONS

1. When new positions and vacancies are available, other than classroom teaching positions, all teachers shall be notified by a posting in a "posting binder" accessible to all teachers in each school and posted on the School Department's web page. Positions that open after the end of the school year shall be posted on the School Department's web page and a copy of the posting shall be sent to the President of the Lawrence Teachers Union.

2. The job description and qualifications, including appropriate certification, duties, requirements, salary and other pertinent information relating to the position shall be posted on the School Department's web page.

3. Applications shall be in writing and shall include information as to why the applicant seeks consideration. A minimum of two (2) weeks shall be allowed for submission of the application.

C: OTHER JOB OPENINGS

Positions in the Lawrence summer school, federal programs, and ABE evening positions shall be filled first, if possible, by regularly appointed teachers in the Lawrence School System who possess the necessary qualifications.

ARTICLE VI

GRIEVANCE PROCEDURE

In order to settle grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:

Section 1. A grievance shall mean a complaint by the Union or by the teacher and the Union that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or that a member of the bargaining unit has been treated unfairly or inequitably or discriminated against for any reason.

Section 2. All grievances shall be submitted in writing within thirty (30) days of their occurrence to the administrator involved and signed by the aggrieved. The Union shall receive a copy immediately of all grievances.

Section 3. An aggrieved teacher shall first discuss it with his/her principal either directly or accompanied by the Union representative with the objective of resolving the matter informally. The principal shall communicate his/her decision to the teacher within five (5) school days after receiving the complaint.

Section 4. If the decision of the principal is not satisfactory, the aggrieved may appeal it within five (5) school days to the Superintendent of Schools. The Superintendent shall arrange a meeting within five (5) school days from the date of receiving a grievance and shall give his/her decision within five (5) school days of such meeting. Said decisions shall be in writing. If the matter is not satisfactorily handled, then:

Section 5. ARBITRATION

A grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Union to arbitration. The proceeding may be initiated by filing with the Superintendent and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent under this Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The parties shall determine by lot which of them shall strike first from the list of arbitrators submitted. The arbitrator shall issue his/her decision no later than thirty-(30) days from the date of the close of the hearings or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issued submitted. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as initialed by the parties to the dispute, and both will abide by it. The arbitrator's fee will be shared equally by the parties of the dispute. The Superintendent agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Union agrees that it will not bring or continue, and that it will not represent an employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

Section 6. MISCELLANEOUS PROVISIONS

a. All appeals within Section 1 through 5 of this article must be taken within seven (7) school days of a decision.

b. Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.

c. The Union shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.

d. Any aggrieved person may be represented at all meetings and at all hearings at all steps in the procedures by the Union representative or by any other teacher of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other teacher organization other than the Union.

e. When a teacher does not wish to be represented in the grievance procedures by the Union, the Union will have the right to be present at all steps and to state its views.

f. No individual who does not represent the Union may act as a representative of any other teacher on more than one occasion.

g. If hearings are held during school hours, the aggrieved and members of the Grievance Committee of the Union may attend without loss of pay. The time of the hearings shall be held at the discretion of the arbitrator; the arbitrator

shall obtain the Superintendent's approval for the time of hearing.

h. The following matters shall not be considered to be the basis of any grievance under this procedure:

1. The termination of the service of or the failure to re-employ any probationary teacher by the Superintendent.

2. The granting of professional teacher status to a teacher without professional teacher status.

i. The Union agrees that it will set up a Grievance Committee not to exceed three (3) members.

j. Both the Superintendent and the Union shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.

ARTICLE VII

UNION PRIVILEGES and RESPONSIBILITIES

A: FAIR PRACTICES

As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership all eligible persons in that unit without regard to race, color, creed, national origin, sex, or marital status. The Union will represent equally all persons without regard to membership, participation in, or activities in, any employee organization. The Committee agrees to continue its policy of not discriminating against any person on the basis of race, color, creed, national origin, sex, or marital status, handicapped condition, or participation in, or association with, the activities of any employee organization.

B: DUES CHECK-OFF

The Union may secure authorization of payroll deductions for Union dues. Such authorization may be receivable as provided by law. The Committee will request the Treasurer of the City of Lawrence to submit such sums in total to the Union Treasurer.

C: COPE

The Union may secure authorization of payroll deductions for a union COPE (Committee on Political Education) fund. The Committee will request the Treasurer of the City of Lawrence to submit such sums in total to the Union Treasurer.

C: ALLOWED TIMES FOR UNION NEGOTIATIONS

1. The principal shall recognize the Union building representative as the official representative of the Union in the school.
2. The principal shall meet no more than once a month after school hours with the School Union Committee, if requested by the Union representative, to consult on local school problems and any policies as they relate to established Committee policies and procedures and this Agreement. No other committee composed of bargaining personnel shall exist for this purpose. Both parties shall submit items for the agenda.

3. The discussion of other matters, as agreed upon for discussion by the principal and the School Union Committee, is not precluded by the above. However, the principal and the School Union Committee do not have the authority to reach any decision which changes this Agreement or any established School Committee policy or procedure.

4. A Committee or Union representative, not to exceed more than five (5) members, shall meet after school hours once a month with the Superintendent of Schools for consultation on matters of educational program and curriculum during the school year. Both parties shall submit items for the agenda.

E: EXISTING LAWS & REGULATIONS PRESERVED

1. The rights and benefits of persons provided herein are in addition to those provided by City, State or Federal Law, rule or regulation, including without limitation all applicable tenure, pension, or education laws and regulations.

2. Both parties to this Agreement shall carry out the commitments contained herein and give them full force and effect.

F: INFORMATION

1. The Committee shall make available to the Union, and the Union to the Committee, upon reasonable request, all records relevant to negotiations, or necessary for the proper enforcement of this Agreement.

2. Names and addresses of newly-employed teachers shall be provided to the Union following their election by the Superintendent.

3. A copy of the Rules and Regulations of the Lawrence School Committee shall be provided to the Union.

4. A copy of the public agenda for all School Committee meetings shall be available to the official Union representative to the Committee meetings at least twenty-four (24) hours prior to the meetings. The Union representative shall be advised as soon as possible of all special meetings of the School Committee pertaining to teachers.

5. A copy of the official minutes of all School Committee meetings, and all other non-confidential materials which are relevant to this Agreement, shall be given to the Union within forty-eight (48) hours after acceptance.

6. A directory of all school personnel will be made available to each staff member at the work site.

7. The School Committee shall assure access to and from all school buildings at all reasonable time to members of the Unit, subject to the approval of the Superintendent of Schools.

G: PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

1. Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representative from meeting with any teacher for expression of a teacher's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation or negotiation with the Union.

2. Nothing contained herein shall be construed to permit any organization other than the Union to participate in the processing of a grievance.

3. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

H: PRINTING OF AGREEMENT

The District agrees to pay one-half the cost of printing this Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit presently employed by the Committee and to each new teacher hired by the Committee.

I: SCHOOL MEETINGS

Before the opening of, during, and after the close of school, the Union shall have the right to use designated areas in school buildings for meetings of teachers, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the principal in advance. All requests for building use shall conform to School Committee Rules and Regulations provided, however, that there shall be no cost to the Union for such meetings if no overtime custodian cost is involved.

J: DISTRIBUTION OF MATERIALS

The Union shall have the right to place Union-related materials in the mail boxes of teachers and other professional employees.

K: BULLETIN BOARDS

The Union shall be provided a clearly designated Union bulletin board for the purpose of posting Union-related notices and other materials. Such space shall be provided in each building for the exclusive use of the Union.

L: SCHOOL VISITATION BY AUTHORIZED UNION REPRESENTATIVES

Upon notification by the Union, the Superintendent shall authorize one or more official representatives of the Union to visit schools during working hours to confer on working conditions, grievances, or other matters relating to the terms and conditions of this Agreement.

M: COLLECTION OF MONEY

Senior high school personnel covered by tins Agreement shall not be held responsible for the collection of any student lunch money. In middle school where a central eating facility is used, such personnel will not be responsible for the collection of any student lunch money. Elementary personnel will be involved in the collecting of student lunch monies once a week; teachers in junior high, where central feeding facilities are not being used, will be involved in the collecting of lunch money once a week.

ARTICLE VIII

FRINGE BENEFITS

A: TAX-FREE ANNUITY

The Committee agrees to allow teachers to take advantage of the federal law concerning tax-free annuities and shall take immediate steps to implement a tax-free annuity program.

B: BLUE CROSS - BLUE SHIELD OR THE EQUIVALENT

1. The City of Lawrence shall provide payment of 75% of the cost of the Blue Cross - Blue Shield Indemnity Plan or the equivalent adopted by the City, effective January 1, 1975.

2. "Effective September 1, 2004 bargaining unit members of the Lawrence Teachers' Union will begin paying 20% of the premium cost of HMO health plans on a pre-tax basis."

3. Effective September 1, 2004, bargaining unit members who elect to forego health insurance coverage in accordance with Massachusetts General Laws Chapter 32B Section 4 shall be eligible to receive an annual payment of $1,000 payable on/before November 1 of each year. To be eligible for this benefit the employee must demonstrate on a form established by the School Department that he/she is covered by a group or non group health insurance plan financed without any participation by the employer or by another employee's insurance. If an employee who has elected withdrawal under Chapter 32 B section 4 ceases to be covered by a group or non group plan financed without any participation by the employer, the employee shall be enrolled in the employer's plan upon notification to the employer and with a pro rata repayment of the $1,000 consistent with Section 4 of Chapter 32B.

C: LIFE INSURANCE

The City of Lawrence shall provide 75% of the cost of a $2,000 life insurance policy as adopted by the City.

D: GROUP INSURANCE

The Committee agrees to deduct from employees' salaries the premium payment for any group insurance made available to members of the bargaining unit through the Union or any of its affiliates when requested in writing by the employees.

E: I.R.A.

The Committee agrees to facilitate the voluntary participation of members of any IRA plan and shall take immediate steps to implement an IRA payroll deduction.

F: PENSION PLAN

All bargaining unit members at the A.B.E. Center shall be covered under the appropriate pension plan as mandated by the General Laws of the Commonwealth of Massachusetts.

G: PRE-TAX DEDUCTION

The employer will implement a pre-tax deduction for the employee's share of insurance.

H. DISABILITY INCOME INSURANCE

The employer and the Union will cooperate to identify and contract with an insurance carrier to make disability income insurance available at group rates, provided however that a mechanism to ensure timely payment of sums withheld by the City can be obtained. If such disability income insurance is made available, teachers who elect participation shall pay 100% of the group premium.

I: HANDBOOK

The employer agrees to prepare and distribute to each teacher by October 30 of each school year, a handbook containing a directory of all personnel employed by the school department and a summary of all fringe benefits, including the individual and family rate premiums for each.

ARTICLE IX

SPECIAL SERVICES

A: COUNSELORS

1. The duties of the counselors shall be defined.
2. Counselor's duties shall be related substantially to the counseling program except that no disciplinary duties or substitute teaching will be required.
3. At the elementary level, counselors may be assigned reasonable duties on an equitable basis with other teachers at their schools, but may in no event be assigned to work as substitute teachers.
4. Whenever possible, counselors shall have private offices.
5. Whenever possible, guidance services shall be expanded to all levels in the system.

B: LIBRARIES

1. Librarians are to be utilized substantially for library purposes except no substitute teaching will be required.

2. Librarians are to be utilized for library purposes only.

3. Librarians may be scheduled to participate in SFA activities consistent with other teacher specialists in the building.

C. SPECIAL EDUCATION

1. There will be an evaluation and placement of each child with special needs according to law.

2. Special classes should be assigned to regular school buildings.

3. In the area of Special Education, the Committee agrees to provide whatever the State Law requires for class size.

4. Children with special needs should be integrated within regular education as per State Law.

D: SPECIAL TEACHERS and ADDITIONAL SPECIAL SERVICES

1. The parties agree to review, set priorities, and attempt to implement the numerous recommendations of the recent survey by the Department of Education.

2. Achievement tests shall be machine-scored, unless the teacher prefers to hand-score them, or when, in the judgment of the teacher and the principal, a particular test best serves its purpose when hand-scored. All tests shall be evaluated by the teacher and the principal.

ACADEMIC FREEDOM - PROFESSIONAL ACTIVITY

A: ACADEMIC FREEDOM

Teachers shall be solely responsible for the grading of students. No minimum or maximum limitation shall be set on the number who pass or fail. The grade entered into any pupil's record by his/her teacher shall not be changed by anyone except the teacher.

B: CURRICULUM

The parties agree that a continuing curriculum evaluation study shall be an integral part of the activity of the teachers of Lawrence.

C: TEACHING MATERIALS

1. Opinions and suggestions as to the kinds of teaching materials to be purchased shall be sought from academic personnel.

2. Textbooks and other teaching materials shall be evaluated at least once every three (3) years.

3. Workbooks shall be purchased as supplementary teaching aids and shall be purchased as expendable supply items each school year.

4. No textbook in active use in secondary schools shall be collected earlier than two (2) days before the close of school.

5. Teachers may be authorized to distribute to their students materials and texts which have been discontinued and/or discarded subject to the City Charter.

6. Effective upon the execution of this Agreement, the School Committee will establish a "Teacher's Choice" program. Under this program the building principal will make available to each teacher and to each school-based educational service provider an allotment of $100 per teacher for the purpose of selecting additional classroom supplies (beyond basic classroom materials) from an approved School Committee vendor list.

D: TUITION REIMBURSEMENT

When a teacher is directed in writing by the Superintendent to take courses, all fees, books, and tuition will be reimbursed to the teacher by the School Committee.

ARTICLE XI

AGENCY SERVICE FEE

As a condition of employment, members of the bargaining unit who are not members in good standing of the Lawrence Teachers' Union Local 1019, American Federation of Teachers, AFL-CIO, shall pay to the Lawrence Teachers' Union an agency service fee equal to the amount required to become a member and remain a member in good standing in the Union. Such fee shall be considered commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Labor Relations Commission.

ARTICLE XII
SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XIII
HANDLING NEW ISSUES

A. On the matters contained herein, this Agreement constitutes Committee and Union policy for the term of said Agreement, and the Committee and the Union will carry out the commitments contained herein and give them full force and effect as their policy.

B. With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiations with the Union.

C. Any matter not covered in this Agreement which is a proper subject for collective bargaining may be raised by either party for consultation and negotiations.

D. Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

DURATION OF AGREEMENT

This Agreement and each of its provisions shall be in effect as of the day teachers are required to report for the start of the 2007-08 school year and shall continue in full force and effect until the day before teachers are required to report for the start of the 2009-2010 school year. Negotiations for a successor agreement shall commence on or about October 1, 2009.

Executed in the City of Lawrence on the 13th day of March 2008.

Lawrence School Committee Chair	Local 1019 President
By_____	By_____
Michael J. Sullivan	Francis J. McLaughlin Jr.
_____	_____
Naomi R. Stonberg Labor Counsel	City Solicitor Approved as to form

APPENDIX A
SIDE LETTERS TO AGREEMENT

1. AGREED UPON ISSUES

A. Administrative interns will be recommended through a committee process which will include representatives appointed by the Teachers' Union and the process for filling such positions will be established by that committee. The appointing authority retains all managerial rights, including, but not limited to, the right to appoint and remove personnel. Accordingly, members of the bargaining unit shall not forfeit unit seniority by acceptance of such positions upon their return to the teachers' bargaining unit.

B. The employer agrees that it will not withhold teachers' pay checks to secure compliance with administrative requirements.

C. MENTOR/PEER ASSISTANCE PROGRAM

1. Mentors Selection and Responsibilities

a. Mentors will be selected from applicants who have received formal mentor training and have met additional district prerequisites. The goal will be to match each beginning teacher, and each teacher identified as in need of additional support, with a trained mentor.

b. Each mentor will receive a $900.00 annual stipend for mentoring. Each mentor and each mentee will be entitled to a substitute teacher two full days each year in order to engage in classroom activities.

2. Mentors and mentees will:

a. Meet regularly to discuss the mentee's practice (classroom management, planning, assessments, time management, instructional practices, use of resources) and support the mentee's professional and personal growth.

b. Participate in informal gatherings with other Mentor/Peer Assistance Induction Program partnerships.

c. Engage in peer observations.

d. The program will be evaluated to assess its impact on teacher performance.

G. OTHER ISSUES

1. The GED Tester and the Volunteer Facilitator at the A.B.E may be offered additional work beyond the school year without the employer's compliance with the posting requirement for such work but in no event shall they be required to accept such work.

2. School Reform: In the event that the Superintendent seeks to implement a new reform model in any school, he/she shall give the Union thirty (30) days notice of such intent, during which period the employer agrees to negotiate voting procedures and other matters pertaining to the impact of such decision.

3. The Superintendent and the Union President shall meet during the last week of each month, August through May, for the purpose of discussing issues of concern to the School Department and/or the Union. Such meetings shall be scheduled for at least sixty (60) minutes, and both parties shall have the opportunity to place items on the agenda. For the purpose of making the meetings as productive as possible, each party shall endeavor to submit its agenda items two days prior to the meeting. The Superintendent and Union President may invite up to three additional people (or more by mutual consent) to these meetings as resource people. Both parties shall make a firm commitment to reserving the time for these meetings; however, if it is necessary to cancel a scheduled meeting, the meeting shall be rescheduled by mutual agreement within one week.

APPENDIX C

EXECUTIVE BOARD

Francis J. McLaughlin Jr., President
Sean McCarthy, 1st Vice President
2nd Vice President
Nancy Parchuke, Treasurer
James White, Financial Secretary
Barbara Hevey, Corresponding Secretary
Kimberly Barry, Recording Secretary

NEGOTIATION COMMITTEE

Francis. J. McLaughlin Jr., Chairman
Katherine Delaney
Patricia Driscoll
Theresa Kelly
Christine Lumb
Sean McCarthy
Vincent Serrano
James White

GRIEVANCE TEAM

Francis. J. McLaughlin Jr., Chairman
Katherine Delaney, Elementary
Sean McCarthy, Elementary
James White, Secondary