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MASTER AGREEMENT

between

LANSING SCHOOLS EDUCATION ASSOCIATION

and

LANSING SCHOOL DISTRICT
BOARD OF EDUCATION

1984-1987

X7/87

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ARTICLE I

Recognition

- A. The Board hereby recognizes the LSEA as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for those employees included in the unit for bargaining as set forth in the paragraph below. The term "teacher" when used hereinafter in this Agreement shall refer to all employees within the unit. The term "Board" when used hereinafter shall refer to the Board of Education of the Lansing School District, its administrative agents and supervisory personnel.
- B. The following teacher personnel who hold valid contracts with the Lansing School District comprise this bargaining unit: preschool-12 classroom teachers, guidance counselors, librarians, school psychologists, school social workers, physical therapists, occupational therapists, audiologists, program specialists, special education teachers, speech and hearing therapists, remedial reading teachers, advanced instruction teachers, educational resource specialists, teacher consultants, teachers of the homebound or hospitalized, attendance officers, school nurses, coordinators, and all other personnel placed on the Teachers Salary Schedule but excluding: all ABE and high school completion teachers; per diem substitutes; EIP intern teachers; supervisory and executive personnel, as well as any other certified and non-certified personnel employed by the Board.
- C. Bargaining unit personnel shall not hire, transfer, suspend, layoff, recall, promote, discharge, assign or discipline other bargaining unit personnel. Any direction of personnel shall be initiated by the administrator in charge.
- D. The Board agrees not to negotiate with any teachers' organization other than LSEA for the duration of this Agreement. Nothing herein is intended to prohibit the right of free communication between the Board or its representatives and the personnel included in the bargaining unit.

ARTICLE II

Association and Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to join and support the LSEA for the purpose of engaging in collective bargaining or negotiations. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the Constitutions of Michigan and the United States.
- B. Nothing contained herein shall be construed to restrict or deny to any teacher rights they may have under any other laws.
- C. LSEA announcements during duty hours shall be permitted only at the close of building faculty meetings. Association activities will in no way interfere with classroom or preparation time.

D. The Board recognizes and respects the right of citizens to make suggestions for the improvements of public schools, but maintains that no group can deny academic freedom to educators. The Board recognizes that the education profession has both the right and the responsibility to insist that children must be free to learn and teachers free to teach broad areas of knowledge, including those considered controversial. Thus, no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas, except that:

1. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
2. The teacher shall have the responsibility of keeping the principal informed of all controversial issues to be taught outside the accepted course of study.

If any group or individual brings charges against the teacher designed to impede the teacher's freedom to teach, and the teacher's position concurs with Board of Education Policy #6122, Study of Controversial Issues, and number 1 and 2 above, the Board shall provide without cost to the teacher, the necessary and sufficient leave of absence, legal assistance, and other support for the protection of academic freedom. Any amendment to Policy #6122 will be distributed by the Board to each teacher.

- E.
1. The LSEA shall have the right to use building facilities at reasonable times and hours for teacher meetings outside their working day when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the building administrator. When special custodial service is required, the Board will charge the LSEA for the actual charge involved.
 2. Duly authorized officials of the LSEA shall be permitted to transact official LSEA business on school property at all reasonable times, provided it does not interfere with or interrupt or affect normal school operations or assigned duties. It is the responsibility of the above mentioned officials to report their presence to the office of the building principal before their conference with any teacher.
 3. The LSEA, by its representatives, may, for LSEA purposes, enjoy the use of Board typewriters, calculating machines, duplicating equipment, audio visual and amplifying equipment at an annual rental fee of \$155 per annum plus the cost of materials and supplies: provided, however, all such use shall be only when such equipment is not in use, for educational or instructional purposes as determined by the building administrator. LSEA agrees to indemnify and hold harmless the Board of and from any damage or cost of repair arising out of LSEA use.
 4. The Board shall provide a bulletin board in each building, part or all of which shall be designated in writing by the building administrator for LSEA use.

5. The courier service may be used by the LSEA at its option. Service shall include a regular daily stop at the LSEA office, subject to the charge of one cent per posted unit picked up at the LSEA office. The LSEA shall also be entitled to utilize teacher mailboxes.
6. All of the foregoing are granted solely to the LSEA and shall not be utilized by any other teacher organization as contemplated by P.A. 379. The LSEA agrees to indemnify and hold harmless the Board against and from any and all costs, expenses or money judgments and agrees to pay the same in behalf of the Board to the extent that any costs, expense or judgment shall arise out of, or be incurred in any lawsuit or other action wherein any party claims to have been aggrieved as the result of any of the privileges in this Article being granted solely to the LSEA to the exclusion of any other teacher association.
- F. The Board agrees to provide in the form in which it is available in the records of the District, upon written request of the LSEA, all financial and non-confidential personnel information relative to the District, excluding, however, any and all financial information or data which may be held not accessible to teacher bargaining units by any statute, state administrative or judicial body.
- G. Teachers shall be entitled to the full rights of citizenship. Such rights of citizenship include the right to a personal and private life provided that said personal or private life does not have a negative impact on the teacher's effectiveness.
- H. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the United Profession either on or off the school premises. However, teachers may not attach or glue any types of membership insignia to any part of the building structure.
- I. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or association with, any organization.
- J. Upon appointment with the Personnel Office which may be made anonymously, teachers shall have access to their personnel files once each semester to review any document prepared by the teacher, college transcripts, progress evaluation forms prepared by the principal or supervisor, and other miscellaneous documents and information which are not received as privileged or confidential. Such records will be made available at the Personnel Office and will not be removed from said office.
- K. Nothing herein shall require any teacher to be a member of, or participate in the activities of any organization.
- L. The LSEA shall be entitled to a total of fifty (50) school days with pay per year to be utilized by the LSEA as needed (subject to cancellation due to emergency) provided, however, such time is to be utilized only for the necessary business purposes of the LSEA and is specifically denied for arbitration use. The LSEA shall bear the cost of substitutes required for any of these days.

The LSEA must give notice for this request as early as possible but in any event no less than three (3) days prior to the leave to the Associate Superintendent for Personnel and the immediate supervisor of the affected teacher. No more than two (2) teachers may be absent under this provision at one time except as approved by the Associate Superintendent for Personnel.

- M. The Board and the LSEA recognizes the significance and priority of the goal established in the policy on Recruitment and Selection of Certificated Personnel, and acknowledges the charge to the Superintendent and Associate Superintendent for Personnel to recommend appointments for staff positions on merit with increased racial and ethnic integration to approximate the racial and ethnic composition of the student population served by the Lansing School District. The Board and the LSEA shall promote an aggressive effort to recruit members of minority groups for employment in the schools. Annually, the LSEA and the District shall jointly survey teachers to determine the names and addresses of prospective minority teaching candidates in areas where it is anticipated hiring will occur. The Board shall deliver to the LSEA copies of State and Federally funded proposals including statements of assurances of compliance with State and Federal Civil Rights guidelines.
- N. A teacher may not be required to disclose communications received in confidence by the teacher from a student unless said disclosure has been determined to be required by law.
- O. The Board shall support those teacher rights expressed in the Board Policy #5114, Code of Student Conduct for Elementary and Secondary Pupils as revised September 2, 1982.

ARTICLE III

Association and Teacher Responsibilities

- A. Teachers shall be at their work station for the days contracted. Any unexcused absence may result in a loss of pay for the duty time missed, and an entry to that effect in the teacher's personnel file. Unexcused absence may be cause for disciplinary action up to and including dismissal.
- B. No teacher on continuing tenure shall discontinue service with the Board except by mutual consent, without giving a written notice to said Board at least sixty days before the beginning of the ensuing school year. Any teacher discontinuing services in any other manner than as provided in this Section shall forfeit in accordance with the Act the rights to continuing tenure previously acquired under the Tenure Act.
- C. Teachers are expected to indicate to the Board as soon as possible if they do not intend to return for the coming school year. Any teachers knowing on or before February 15 that they will not return the following school year shall file a notice of such intent with the Associate Superintendent for Personnel on or before such date. Teachers determining after such date that they will not return the following school year will immediately upon knowing file a notice of such intent with the Associate Superintendent for

Personnel. Recognizing the assistance such notice will be to teachers desiring transfers, the LSEA will send notices to each building encouraging compliance with the provision of this paragraph by its membership.

- D. All teachers in the Lansing School District shall furnish, on a triannual basis, evidence of freedom from communicable tuberculosis.

Department of Health form K-7-8 or other official evidence, shall be presented to the Personnel Office and placed in the teacher's personnel file no later than 14 days after the first day of regular school sessions.

This form shall be available for examination by Public Health Department personnel. Failure to provide such statement to the Personnel Department shall result in automatic disqualification and suspension without pay.

Acceptable statements of evidence may date back no further than December 1 of the preceding year.

- E. All Association materials intended for distribution or display in any property under the management of the Board shall be identified as Association material before display or distribution.
- F. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignment with professional proficiency, to plan adequately and make conscientious efforts to meet, if necessary, with children, parents, and/or administrators.

ARTICLE IV

Grievance Procedure

- A. A claim by a teacher, group of teachers or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and/or written teacher personnel policies directly applicable to wages, hours or conditions of employment adopted by the Board may be processed as a grievance as hereinafter provided.
- B. The LSEA shall maintain a Grievance Committee for the purpose stipulated in Section F of this Article. In the event that members of the Grievance Committee are a party in interest to any grievance they shall disqualify themselves.
- C. The number of days indicated at each step of the Grievance Procedure are calendar days, excluding weekends and holidays, should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent.
- D. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

- E. The failure of an Administrator to communicate the decision to the teacher within the specified time limits shall permit the teacher and/or Association to proceed to the next step in the Grievance Procedure.
- F. In the handling and processing of a grievance the following procedure shall apply:

1. STEP ONE

Within fourteen (14) days of the date a grievance occurs, the teacher shall discuss the grievance with their immediate supervisor individually, together with the LSEA Building Association Representative and/or through another official LSEA Representative with the objective of resolving the matter informally. Within five (5) days after discussion of the grievance, the administrator or a designee shall give the disposition orally to the teacher.

2. STEP TWO

If the grievance is not resolved informally, the teacher shall, within five (5) days of receipt of the administrator's disposition, submit to the administrator a signed written "Statement of Grievance." The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested and shall be signed by the teacher involved.

The administrator or a designee shall give the teacher an answer in writing no later than five (5) days after receipt of the written grievance.

3. STEP THREE

If the grievance is not resolved at Step Two, the teacher shall immediately transmit the grievance to the Association's Grievance Committee. Within twelve (12) days of the date of disposition at Step Two, the Grievance Committee shall consider the merit of the grievance and in the event it is considered meritorious shall process the claim with the Associate Superintendent for Employee Relations and Legal Services. If the Grievance Committee determines the grievance to be without merit it shall so notify the claimant and the claimant may continue to process the claim without Association support within the same twelve (12) day time period.

Within twelve (12) days of receipt of the grievance, the Associate Superintendent for Employee Relations and Legal Services or a designee shall meet with the committee chairperson or the grievant, whichever party is pursuing the grievance. If the committee pursues the grievance, the aggrieved may be present and shall be present at the request of either the Associate Superintendent for Employee Relations and Legal Services or the Association. A written answer shall be given within five (5) days after such meeting. Association grievances shall commence at this level and shall be filed within fifteen (15) days of the alleged occurrence of such grievance.

4. STEP FOUR

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board and the American Arbitration Association within twenty (20) days after the date of decision under Step Three. Following the written notice of request for submission to binding arbitration, the arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

The fees and expenses of the arbitrator shall be shared equally by the Association and the Board. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

G. POWERS OF THE ARBITRATOR

It shall be the function of arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish or alter salary schedules.
- c. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, or policies as defined in paragraph A of this Article, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

H. Both parties agree to be bound by the decision of the arbitrator and agree that either party may enter judgment thereon in any court of competent jurisdiction.

I. Miscellaneous

1. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. The form "Statement of Grievance" can be obtained from an Association Representative or the LSEA office.

5. Access shall be made available to records of all unprivileged information used in the determination and processing of the grievance.
6. No grievance shall be filed for or by any teacher after the effective date of their resignation.
7. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
8. If any teacher has a grievance regarding any condition of employment covered by the Michigan Tenure Act, such grievance shall be dealt with exclusively through the provisions of said Act and the established procedures thereof.
9. Two or more grievances on the same subject may be handled by the Board as one grievance. When such a situation occurs, the Association shall be notified and the answer directed to the Association Representative or the Association.
10. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the LSEA, if the adjustment is not inconsistent with the terms of this Agreement, providing that the LSEA has been given opportunity to be present at such adjustment.
11. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
12. Settlements of grievances reached at Step One of the grievance procedure shall not be considered precedent-setting nor shall they prejudice either party in either promulgating or responding to later grievances.

ARTICLE V

Teaching Conditions

- A. 1. The Board will provide and maintain adequate facilities to the extent reasonably practical.
2. The Board shall provide for each teacher a separate desk, file cabinet and assigned lockable closet or locker space.
3. Telephone facilities shall be made available to teachers for their reasonable use. Long distance calls shall be made only in emergencies, with the prior approval of the principal, and at the teacher's expense, if personal. Upon request reasonable efforts will be made to provide privacy.

4. The Board shall make available in each school a designated eating area, restroom and lavatory facilities exclusively for adult employee use during school hours. At least one room of habitable nature, appropriately furnished, shall be reserved for use as an adult employee lounge. The room should be able to accommodate the entire staff of the elementary school if possible. If not possible, the staff may make other reasonable arrangements for an employee eating area.
 5. Vending machines may be installed in teacher lounges at the request and expense of the teachers in a particular building. Proceeds are to be used for school related purposes. Teachers will oversee such vending machines.
- B.
1. Instructional materials shall reflect the multi-ethnic nature of our society and shall be utilized in a manner consistent with the policies of the Lansing School District.
 2. Materials such as textbooks supplied to students by the Board shall be available in sufficient supply by the opening day of each semester. In the event said materials are not available, the Board shall make every reasonable effort to obtain said materials from local vendors.
 3. The Board and the LSEA recognize that appropriate texts, reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, music and athletic equipment, current periodicals, standardized tests, pencils, paper, chalk and other inanimate objects are the tools of the teaching profession. Therefore, consistent with building autonomy, the Board shall provide funds for the purchase of materials necessary for the performance of daily teaching duties.
 4. There shall be a functioning professionally staffed library in each school to supplement and complement the required curriculum. Staffing may be altered for programmatic reasons by approval of the staff.
- C.
- Teachers assigned to support centers shall, to the extent reasonably practicable, be provided adequate space to carry out their work assignment. Telephone facilities shall be made available to support personnel for their reasonable business use. Further, the Board shall provide access to a private area when necessary.
- D.
1. Subject to scheduling and priority as determined by the principal, secretarial service and office machines in the school buildings shall be available to teachers for school purposes.
 2. The Board will make every reasonable effort to have collections handled by the office.
 3. The Board shall make reasonable effort to provide adequate free parking space for teachers except when substantial capital investment would be required.

E. 1. Support Services

- a. Prior to placing a handicapped student into a regular or Special Education program in accordance with the child's IEP, a representative from the IEPC shall provide available pertinent information to the receiving teacher(s), building coordinator, and principal.
 - b. Student records will be available to the teacher prior to the placement of the student, if such records are on file.
 - c. Whenever the classroom teacher and principal suspect that a student may require special services, they shall confer to determine what steps are appropriate to provide supportive help for the classroom teacher and/or student up to, and through the IEPC process.
 - d. A request to the building principal for an IEPC may be made at any time by any regular or special education teacher, as well as others as stated by the Mandatory Special Education Act. Any teacher may also request a change in an IEPC by notifying the principal in writing. The principal shall notify the teacher within ten (10) working days of the action to be taken. The IEPC shall be held as soon as possible.
 - e. If a determination of eligibility for special educational services is made by an IEPC, the administration shall take immediate steps to provide the appropriate placement and/or services for that student as determined by the IEPC.
- 2.
- a. The Board shall provide school nurses, speech and hearing therapists, school psychologists and school social workers to serve students.
 - b. The Board agrees to provide to teachers all available pertinent information concerning prescribed medication routinely taken by their students during the school day.
 - c. The Board shall provide a current list of local, county, state, regional, and national workshops, conferences, and meetings related to special education by the first week of school. These lists shall be distributed to all special education teachers and posted in each building.
 - d. The Board, upon making a request of the State Board of Education for a deviation from the rules as set forth in the Special Education Code pursuant to Rule 34 (1954 Admin Code R340.1734), or in filing a petition for non-compliance pursuant to Section 242b of the Mandatory Special Education Act (MCLA 340.252b), shall advise the Association of its intent before filing a request for such deviation or approval for non-compliance.

3. A Special Education Committee shall be established and composed of one representative from each area of the special education department, regular education, vocational education, and nurses. All representatives shall be appointed by the Association. Representatives of the Board shall also serve on the Committee. The Committee shall meet at least three (3) times a year to review the total program and the process of placement and evaluation of students for the purpose of clarification and/or revision.

F. Counselors

1. There shall be one or more full-time counselor in each secondary school.
2. The counseling chairperson shall not be required to teach any guidance courses.
3. No counselor shall be required to teach more than two sections of the guidance course.
4. In the secondary schools, qualified guidance counselors shall be assigned no more than 70 students per counseling hour. Such ratio figures shall not include coordinators of specialized programs, work-study personnel or administrators.
5. Counselors shall be free from administering direct punitive or disciplinary action, and noon hour supervision. Counselors shall not be assigned additional responsibilities out of proportion to other staff members.
6. The counselor will have the opportunity to initiate and carry on conferences with pupils during school hours, but with due regard for their academic programs.
7. Counselors shall be provided adequate space to carry out their counseling function, in private when necessary. In addition, they shall have access to telephones.
8. A counselor shall not be assigned as a substitute teacher or an acting administrator except in cases of emergency.

G. Department Chairpersons

1. The following secondary departments shall have one hour of released time: Science, Social Studies, Language Arts, Math and Counseling.
2. Each year the principal shall provide an opportunity for individual teachers to make suggestions for department chairpersons at least five (5) days prior to the selection of the department chairpersons by the principal. The principal shall consider such suggestions in making the decision. Department chairpersons of departments other than those listed above shall be selected in the same manner and shall be given released time with the approval of the principal and the consultant during periods of peak activity. Except at schools with

differentiated staffing in the physical education department, the physical education department chairperson shall be given released time up to 4 half days per semester, upon approval of the principal, to handle department business.

3. Department chairpersons are not to be considered supervisory personnel.
4. Department chairpersons shall be responsible directly to the principal for the performance of their duties and shall be given a formal evaluation each year.
5. The following paragraphs (1) & (2) will replace paragraphs 1 & 2 above effective with the convening of classes at the beginning of the school year and continuing for the life of the Agreement as follows:
 - (a) 1984-85, provided there have been no layoffs from and after June 30, 1984 and implementation of such paragraphs will not cause layoffs or
 - (b) 1985-86, provided there have been no layoffs from and after June 30, 1985 and implementation of such paragraphs will not cause layoffs
 - (c) In the year it (payment for Department Chairpersons) is implemented, class size in kindergarten will be reduced by one (1) thereafter.
- (1) All secondary departments shall have chairpersons. The chairperson of departments having a total of 20 or more teaching sections will receive a stipend of \$1,000 per semester. Chairpersons of departments with fewer than 20 teaching sections, but a minimum of 3 staff members, will receive a stipend of \$500 per semester.
- (2) Each year the principal shall provide an opportunity for individual teachers to make suggestions for department chairpersons at least five (5) days prior to the selection of the department chairperson by the principal. The principal shall consider such suggestions in making the decision.

H. Team Leaders and Lead Teachers

Team Leaders and Lead Teachers shall be selected in the same manner as department chairpersons as specified in Section G, part 2, above.

- I. A Bilingual Committee shall be formed with two members appointed by the Board and four members appointed by the LSEA. The committee shall make recommendations concerning the implementation of the Bilingual Program to the Director of State and Federal Programs.

J. Closing of Schools - Inclement Weather

When it is necessary for the Superintendent to close schools because of inclement weather, every effort shall be made to make such public announcements by 6:30 A.M.

On days when schools must be closed because of inclement weather, all teachers should report to assigned stations by 10:00 A.M. or as soon thereafter as safe travel conditions will permit. All teachers shall be dismissed at 3:00 P.M. Teachers who are unable to report to work shall notify their immediate supervisor at the earliest practicable time. Absences or delays in reporting to work on such days shall not result in deduction from sick leave, personal leave or salary.

Public Librarians are to report at their regularly scheduled time provided that the Public Library has not been closed.

When schools are closed during the school day because of inclement weather, staffs will be excused by the administrator as soon as they have completed their responsibilities, including supervision of students.

- K. The Teacher-In-Charge and Building Administrator will meet during the first month of school to develop guidelines for the Teacher-In-Charge during the Building Administrator's absence.

The guidelines will cover the following areas:

- A plan for notification of meetings outside of the building.
- Responsibilities - pertinent to particular school.
- Arrangements for substitute for Teacher-In-Charge as appropriate.
- Identification of alternate administrator when Building Administrator is unavailable.

ARTICLE VI

Transfers, Vacancies and Assignment

A. Definitions

Vacancy: A vacancy is an unoccupied position for which there are no unassigned teachers certified for the position.

Transfer: A change of a teacher's building or program, which change occurs after teachers report for work for a given school year.

B. Vacancies

1. Vacancies, positions on an Instructional Development Team and Coordinator positions shall be posted for not less than seven (7) working days on a designated bulletin board in each building, with a copy to the LSEA. During vacation periods vacancies shall be posted in the Personnel Office, with a copy to the LSEA. All postings shall include the job description, necessary qualifications and the date by which applications must be received.
2. The applicants shall be evaluated based upon experience, competency, qualifications and seniority. When experience, competency and qualifications are relatively equal, the applicant with greater seniority shall be given preference. In awarding the position, the proper balance of race and/or sex shall be a factor.

3. The Board may fill the vacancy on a temporary basis (not to exceed one semester) pending evaluation of the applicants or when required to maintain efficient operations.

C. Voluntary Changes of Assignment

Requests by a teacher for voluntary change of assignment to a different building or position may be made at any time. Such request shall be made, in writing, to the Personnel Office. The application shall set forth the school, grade, or position sought and the applicant's qualifications. The Personnel Office shall acknowledge receipt of assignment applications within five (5) working days.

D. Transfers

The Board and the Association recognize that it may be necessary for the administration to accomplish inter-building transfers. By way of example but not limitation, transfers may become necessary to meet load conditions, to accommodate school closings, to meet instructional requirements, to maintain a balance of experienced and inexperienced teachers on a particular staff and to facilitate balance of race and/or sex.

1. When involuntary transfers are effected and layoffs will not result, the least senior teacher in the affected building and having the applicable certification and qualification (see Article VI. G.) shall be moved first, provided that the move is consistent with the purpose of the transfer. (Example, if the least senior teacher is a minority, and the move of that teacher would disrupt the racial balance of the staff, the next least senior teacher will be moved, if consistent with the purpose.)
2. When involuntary transfers are necessitated, the problems shall be presented by the principal or supervisor to the affected building staff or department in an effort to find a volunteer. If a mutually agreed transfer is not possible the procedure described in paragraph D.1. above shall then be used to determine which teacher shall be transferred.
3. If an involuntary transfer occurs during the semester, the transferred teacher shall be given two (2) working days released time to prepare for the new assignment.

E. Co-Curricular Assignments

1. In the event the Personnel Office is notified before June 1 that a teacher occupying both a curricular and co-curricular positions is leaving both positions, a notice of such open positions shall be posted in all buildings for five (5) days. Teacher applicants from within the district for both positions will be interviewed and evaluated based upon prior experience, competency, qualifications and seniority. When all factors except seniority are relatively equal, the applicant with the most seniority shall be given preference.
2. In the event the Personnel Office is notified before June 1 that a teacher occupying a co-curricular position is leaving that position, a notice of such open position shall be posted in all buildings for five (5) days. Teacher applicants will be interviewed and evaluated on the

- same criteria as in 1 above, provided that applicants assigned to the building in a curricular post shall be given preference. Otherwise seniority shall be given preference.
3. If any co-curricular position is not filled through 1 and 2 above, all applicants will be evaluated.
 4. It is recognized that tenure does not apply to any co-curricular assignments.
- F. None of the terms of this Article shall be construed in such a way as to prohibit the Board from providing a racially or sexually balanced staff in each building for the purposes of implementing or maintaining an affirmative action program.
- G. Teaching Assignments
- Teachers shall not be assigned outside of their teaching certificates in grades K-6 or their major or minor fields of study in the high schools. In grades 7 and 8 teachers must have a major or minor or satisfactory (no suggested or mandatory improvement plan) teaching experience in the subject area within the last five (5) years. Satisfactory teaching at the elementary level does satisfy this requirement in the areas of reading, language arts, math, science and social studies. Teachers with Middle School or Junior High teacher experience will be qualified to teach reading for two years from the date of this Agreement, or two years from the date of conversion of their school to a Middle School, whichever is later. After that, only elementary certified teachers or those teachers who have successfully completed a minimum of six (6) term hours of credit in reading from a college or university will be qualified to teach reading.
- H. No secondary teachers shall have more than three (3) preparations a day; each modified, accelerated, and enriched class shall be considered a separate preparation. Exceptions may be made with the teacher's written approval.
 - I. Whenever practicable, returning teachers will be informed of the coming year's assignment by the close of the current school year. If changes in assignment are necessitated beyond that date, the principal will make a reasonable effort to notify the teacher. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels except for extenuating circumstances.
 - J. No teacher shall be used as a substitute except in case of emergency, it being understood expressly that the failure of a substitute to arrive on time and the unavailability of an administrator shall be considered an emergency.
 - K. A teacher volunteering for extra duties shall be paid at a rate specified in Article XVIII except when waived by the teacher.
 - L. Whenever schedules so allow, teachers assigned to more than one school shall not be required to drive during their duty free lunch hour or planning time.

M. Part-Time Teachers

1. Secondary teachers shall be hired according to the number of class periods taught (i.e., 1/5, 2/5, etc.) consideration will be given for scheduling their class periods consecutively.
 2. Elementary teachers shall be hired by half-days.
- N. Assignments shall be made annually for all teachers. Each teacher shall be annually provided an opportunity to request an assignment for the forth coming school year. Forms shall be distributed to teachers by February 1 of each year. Such forms are to be completed and returned by March 1 of each year. Failure of a teacher to return the form shall be considered as a request to continue in their present building or program.

Upon completion of tentative continuous building or program assignments, those teachers who remain unassigned will be notified by the building principal or program administrator. Such unassigned teachers will complete an assignment request form and submit it to the Personnel Office. In determining inter-building or inter-program assignments, instructional requirements, student needs and district needs will be of primary consideration. Qualifications, request of individual teachers and seniority will also be factors considered in determining assignments.

ARTICLE VII

Class Size

Because the pupil-teacher ratio is one important aspect of an effective educational program, the Board shall strive to keep class sizes below maximums. Further, when it becomes clear that within the capabilities of a given building that the leveling from one classroom to another would balance the class size or the overload without being detrimental to children, the Board will adjust class sizes within the class size maximums.

- A. The school district shall level class sizes within a building to the nearest whole student equivalent count by dividing the number of classes in a specific grade level or course type by hour into the actual number of student count equivalent. Should the count exceed the class size maximum, overload relief shall be provided for the affected teacher subject to the conditions listed below.
- B. For purposes of alternate staffing patterns, when a staff agrees to reduce the number of professional staff below the allocated number for a given building or program, the money released shall be determined by multiplying the number of teachers not hired by the district-wide average teacher's salary. The staff involved will determine how this money is to be spent.
- C. In innovative or experimental programs, alternate staffing patterns or other cases where specific class size maximums do not apply, the ratio of students to teacher equivalent positions employed by the district shall not exceed the equivalent ratio of classroom teachers in regular or traditional programs.

Elementary Maximums

1. K - 25
2. One and two years out of Kindergarten 25 (Grades 1 and 2).
3. Three to six years out of Kindergarten 29 (Grades 3 thru 6).
4. In a situation where the continuous progress concept is in use, the class size shall not exceed those of the respective grade level equivalents.
5. Teachers having combination grades in the same room shall have class sizes two below the respective grade level equivalents.
6. If class sizes exceed three pupils over the guidelines without the consent of the teacher or teachers involved, the staff of the building shall meet to review and attempt to resolve the problem.
7. When class size exceeds two pupils over the guidelines, the teacher shall be provided with one planning day during the month. Planning days shall be determined by using the first Monday of the month, October thru May.

E. Elementary Overloads

1. Teachers shall be paid \$5.00 per week per pupil in classes where there is one pupil over the maximum for elementary classes set forth above. Kindergarten classes shall be considered as separate units.
2. Overloads shall be determined by actual counts on the fifth Monday and each Monday thereafter of the first semester. During the second semester overloads shall be determined by actual counts on the third Monday and each Monday thereafter. Overloads shall not be paid for the first four weeks of the first semester or the first two weeks of the second semester. Overloads shall be paid at the end of each semester.
3. In order that payments can be made on the 21st pay check, the 16th Monday of the second semester shall serve as the actual count for the 17th, 18th, and 19th Monday.
4. Teachers absent for a period of ten consecutive work days or longer shall not be paid overload for that period of time.

F. Secondary Maximums

Class size maximums are set forth in Appendix C.

G. Secondary Overloads

1. Teachers shall be paid \$2.00 per week per pupil in classes where there is one pupil over the maximum for secondary classes set forth in Appendix C. Fractional overloads shall be paid on the first 3/4th and every 1/4th thereafter.
2. Overloads shall be determined and paid each semester by using the average of four count dates. In 1984-85 the dates to be used the first semester shall be October 1, October 29, November 26, and December 17. The dates to be used the second semester shall be February 11, March 11, April 8 and May 6. In 1985-86 the dates to

be used the first semester shall be September 30, October 28, November 25 and December 16. The dates to be used the second semester shall be February 10, March 10, April 7 and May 5. In 1986-87 the dates to be used the first semester shall be September 29, October 27, November 24 and December 15. The dates to be used the second semester shall be February 9, March 9, April 6 and May 4.

3. Schools on the quarter system will have separate count dates which the parties will determine mutually.
4. Teachers absent for a period of ten consecutive work days or longer shall not be paid overload for that period of time.

H. Special Education

1. If a handicapped student's instructional program is the primary responsibility of a regular education teacher (spends half time or more in regular education) that student shall be counted as a general education student for class size purposes.

Any combination of special education students whose total time in general education equals or exceeds 2 hours and 45 minutes shall be counted as one student for the purposes of determining class size.

2. Special education class sizes in elementary and secondary schools shall not exceed state rules and regulations unless a deviation is obtained from the Department of Education. In such cases LSEA shall receive prior notification of the deviation request and shall have the opportunity to attach a statement of support or dissent.
3. Secondary

In secondary schools, when handicapped students are scheduled into regular education classes in accordance with the IEP, an effort will be made to equalize the distribution within courses appropriately selected for mainstreamed students.

The student's special education teacher will have the responsibility to contact the teachers of handicapped students scheduled into regular education classes for the purpose of sharing pertinent information and discussing special needs of these students.

When the regular classroom teacher of a special education student is faced with a situation which requires a disproportionate amount of time or a specific teaching technique with which he/she is unfamiliar to provide the regular instruction which the student requires, the teacher will apprise the special education coordinator, counselor or building/program administrator (as appropriate) of the situation.

As soon as practicable, but in no case longer than five school days, the responsible person will make every reasonable effort to provide appropriate assistance to the teacher for the benefit of the student and the classroom. This assistance may include, but is not limited to:

- a. Providing instructional assistance by the building special education staff,

- b. re-scheduling the student into a more appropriate classroom, either regular or special education,
- c. counseling services to the student and/or
- d. contacting and seeking consultant support.
- e. Reduce class size.

The regular teacher and the principal will work out a suitable remedy for the situation in cooperation with the building special education staff and in accordance with the IEP.

ARTICLE VIII

Teaching Hours

- A. Services to be rendered by teachers include their participation outside of regular teaching hours in, up to, and including, six school functions (seven at the junior high level) per school year and attendance at five hours of general teachers' meetings per semester. Time included will be from the beginning of the meeting as called by the principal. School functions, as approved by the principal, shall include parent-teacher conferences as scheduled by the principal, PTA, CIC, staff developed community activities, supervision of extra-curricular activities of students, and attendance at any educational or civic function. Athletic events are excluded except in junior high schools, where such required functions may be athletic events at the request of the teacher and the approval of the principal. This applies to all extra-curricular duties in which attendance is not voluntary but required. Teachers may express to their principal a preference for particular school functions. The principal shall give fair consideration to such expressed preferences along with other considerations including, but not limited to, staff balance based upon sex and race, crowd control and nature of school function and will accordingly assign teachers to particular functions. When a teacher has been assigned an activity and finds the responsibility cannot be fulfilled, the teacher is required to report this to the administrator in charge and the teacher will secure a replacement subject to the approval of the administrator. No discrimination shall be made against individuals who do or do not volunteer. Attendance at all functions other than as provided for above shall be at the option of the individual teacher.
- B. Inservice, Planning and Program Development

The staff of each school building shall be required to spend a maximum of ten hours per school year in inservice activities, planning and program development, evaluation activities, needs assessment and working with community involvement committees. Such time and activity shall be arranged by the principal with assistance of representatives of the staff. At the secondary level, the above activities may be scheduled to begin at the end of student contact time.

C. Elementary Hours

In elementary schools the teachers' normal workday shall be divided into the following segments:

1. Teacher-pupil contact time - 5 hours, 30 minutes.
2. Teacher supervision.
3. Planning Time
 - a. 35 minutes at the beginning of the day.
 - b. Up to 40 minutes per week to be provided while the teacher's students are being supervised by another classroom teacher during physical education.
 - c. At the teacher's option, an additional 30 minutes per week to be provided while the teacher's students are participating in scheduled library time. In instances when scheduled library is cancelled due to building schedule changes, acts of God, or absence of a librarian that cannot be covered by a substitute, planning time may not be rescheduled.
4. Teacher lunch - 40 minutes minimum duty free.
5. Pupil conferences - If parents request individual conferences regarding students and the parents are unable to meet during the normal day, the teacher will be available for individual conferences outside the above times.

Total minimum duty time shall be 6 hours and 35 minutes.

D. Junior High Hours

In junior high schools, the teachers' normal workday shall be divided into the following segments:

1. Teacher-pupil contact time shall include five periods of 50 or 55 minutes duration.
2. Teacher planning of one period duration. Group planning and evaluation sessions shall be scheduled as needed by staff.
3. Teacher lunch of 23 minutes duty free.
4. Teacher supervision and pupil conferences.
5. An optional homeroom period not to exceed 15 minutes except in extenuating circumstances.

Total minimum duty time shall be 6 hours and 37 minutes.

E. Senior High Hours

In senior high schools the teachers' normal workday shall be divided into the following segments:

1. Vocational teacher assignment shall be six hours of instruction, including coordination and placement activities. Vocational teacher's lunch hour shall not be less than 30 minutes based upon scheduling constraints.
2. Teacher-pupil contact time shall include five periods of 50 or 55 minutes duration.
3. Teacher planning of one period duration. Group planning and evaluation sessions shall be scheduled as needed by staff.
4. Teacher lunch of one period duty free.
5. Teacher supervision, pupil conferences.
6. A homeroom period not to exceed 15 minutes except in extenuating circumstances.

Total minimum duty time shall be 6 hours and 55 minutes.

F. Special Education Teaching Hours

1. Henry H. North
 - a. Teaching hours at Henry H. North shall be the same for the total staff both in regular and special education. (See Section C.)
 - b. The Board shall provide up to two days per week of substitute teaching per week, subject to availability for the purpose of releasing special education teachers for staffing meetings with the building administrator or designee, as scheduled by the building administrator or designee. The Board will attempt to provide consistency in substitute assignments.

Total minimum duty time - 6 hours and 35 minutes.

2. Beekman
 - a. Teacher-pupil contact time - 5 hours and 30 minutes.
 - b. 50 minute block for planning, conferences, staffing.
 - c. The Board shall provide up to two days per week of substitute teaching, subject to availability for the purpose of releasing special education teachers for staffing meetings with the building administrator or designee, as scheduled by the building administrator or designee. The Board will attempt to provide consistency in substitute assignments.

- d. Teacher lunch - 30 minutes duty free.
- e. 15 minutes supervision for arrival and departure of students by transportation.

Total minimum duty time - 6 hours and 35 minutes.

- 3. Programs for the Educable Mentally Impaired, Emotionally Impaired and Learning Impaired.
 - a. Teacher-pupil contact time - 5 hours and 30 minutes.
 - b. 35 minutes planning at beginning of day. Group planning and evaluation sessions shall be scheduled as needed by staff.
 - c. Teacher supervision.

Total minimum duty time - 6 hours and 35 minutes.

- G. 1. The Board may make changes in teaching schedules as necessary for periods of up to fifteen (15) school days in cases of unforeseen circumstances. Changes in the schedules for a period in excess of fifteen (15) school days shall be made by mutual agreement between the Board and the LSEA.
- 2. The Board and the Association recognize that teachers have responsibility to pupils and the profession which requires performance of duties that involve expenditures of time beyond that provided in the minimum workday.
- 3. Planning and preparation time which is provided teachers during the school day must be used for professional work alone or in conjunction with other staff members, administrators or parents related to the teacher's assignment. Teachers may make use of such time for other necessary purposes when mutually agreed by the principal and the teacher.

H. Professional Public Librarian Hours

- 1. Professional Public Librarians shall not work in excess of 40 hours per week and will be scheduled between the hours of 8:30 A.M. to 9:00 P.M., Monday through Friday, from 9:00 A.M. until 6:00 P.M. on Saturdays and from 12:00 noon until 6:00 P.M. on Sunday.
- 2. The Board shall provide a substitute, if and when available, for a Professional Public Librarian when absent due to illness.

3. The library will be closed on the following days:

The day before New Year's Day
New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving
Day after Thanksgiving*
The day before Christmas
Christmas Day

4. No professional librarian shall be scheduled to work more than two (2) evenings in one (1) week or two (2) consecutive Saturdays or two (2) consecutive Sundays or weekends more than two (2) times per year without the librarian's consent.
5. Vacation
Professional Public Librarians shall receive four (4) weeks of vacation time included in their annual salary.

- I. Support Personnel Hours
Support personnel shall work hours parallel to the level (elementary or secondary) at which they are working.

* Public Librarians will be given comparable time off during that week.

ARTICLE IX

Protection of Teachers

- A. While the building administrator bears the primary responsibility for maintaining proper control and discipline within the school building and grounds, each teacher bears the primary responsibility for maintaining proper control and discipline within the classroom. Teachers also share responsibility for the maintenance of proper control and discipline in other areas of the school building and grounds. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Disciplinary actions and methods shall be reasonable, just and in accordance with policies and procedures of the district (Policy #5114) and building discipline codes.
- B. The principal or assistant and the teacher will cooperatively endeavor to achieve correction of pupil behavior through whatever avenues are available, in accordance with established Board policies and discipline codes.
 1. A teacher may exclude a pupil from the classroom temporarily when the grossness of the offence, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the pupil in the classroom intolerable. In such cases the teacher will furnish the administration full particulars of the incident(s) as

promptly as teaching obligations will allow, but in no case later than the end of the teacher day unless extenuating circumstances dictate otherwise. Before the principal or assistant returns the pupil to the classroom, he/she shall inform the teacher, with a personal contact or in writing, of the corrective measures taken.

2. Whenever it appears to the teacher and principal that a particular pupil requires the attention of counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take immediate steps to provide such supportive help for the teacher.
3. A pupil may be permanently removed from the class when the teacher and principal concur that disruptions by said pupil may impede the education of the balance of the class and the following courses of action have proved to be ineffective:
 - a. Personal consultation with the pupil concerning his/her conduct.
 - b. Referral of the pupil to the building administrator.
 - c. Parental conferences or notification of the conduct concerned.

If a request to remove a pupil is denied, the teacher shall have a right to pursue the appeal process set forth in District Policy #5114. The removal of the pupil is subject to the policies and procedures of the district and building discipline codes.

- C. 1. The Board agrees to indemnify and hold harmless any teacher to the extent held pecuniarily liable in excess of \$150,000 for any claim for damages to persons or property that arise out of an incident related to employment and further agrees to provide a defense against any such action excepting, however, such coverage will not be provided in those cases of willful and wanton misconduct by the teacher.
2. Any case of employment related assault and battery upon a teacher shall be immediately reported to the immediate supervisor. The Board shall provide legal counsel to advise the teacher of any rights and obligations in connection with handling of the incident by law enforcement and judicial authorities.
3. Any teacher who is absent because of an injury suffered from a physical assault as a result of employment related activity, shall receive from the Board the difference between the teacher's weekly income and the amounts to which the teacher is entitled under provisions of Worker's Compensation laws for a period up to 30 weeks. Beyond 30 weeks such payments would be charged against compensable leave on a pro-rate basis computed on the relationships of the differential pay to the teacher's regular weekly pay until the compensable leave is exhausted.
4. The Board will repair or reimburse teachers the current value of any clothing or other personal property damaged or destroyed as the result of an accident or assault and/or battery upon them suffered in the

course of their employment unless such loss is covered by insurance or reimbursement is obtained from other sources. (Forms for reimbursement are available from one's immediate supervisor.)

5. In cases where the teacher is not found in a court of competent jurisdiction to be the responsible party, time lost by a teacher in connection with an incident mentioned in this section shall not be charged against the teacher.
- D.
1. No complaint by any parent, pupil or other person not employed by the Lansing School District shall become part of a teacher's personnel file without such complaint first being reviewed at a hearing in which the participants shall include the involved teacher, an LSEA representative, the teacher's immediate supervisor, and the Associate Superintendent for Personnel. The complaining party may be present if the party desires.
 2. After such review, only those complaints determined to be valid by the Board may be included in the teacher's personnel file, however, the determination of validity shall be subject to the grievance procedure. A transcript of the entire hearing may be taken at the election and expense of the teacher and made part of the file at the teacher's election. Teachers shall have the right to enter personal statements relative to the complaint in their personnel file.
- E. Teachers shall not be required to enter a locker room or a rest room designated for use by the opposite sex except in cases of disturbances or an emergency.

ARTICLE X

Teacher Evaluations

A. Probationary Teachers

The evaluation of teachers shall be conducted in accordance with Board of Education Policy and Administrative Regulations numbered 4117 and 4117.1 and consistent with procedures set forth in the Appraisal of a Professional handbook which the Board shall make available to all teachers.

The content of any evaluation is not subject to the grievance procedure, however, nonadherence to procedures set forth in the Appraisal of a Professional handbook by administrative or supervisory evaluators shall be grievable.

B. Non-Probationary Teachers

The Board reserves the right to evaluate non-probationary teachers in accordance with the following conditions:

1. All monitoring or observation of the work of a teacher shall be conducted openly and with knowledge of the teacher.

2. Test results of academic progress of students shall not be used as the sole criteria of the quality of a teacher's service or fitness for retention. Any review of the success rate of program objectives as provided in the Special Education Code and Vocational Education Code shall not be utilized as the only basis to evaluate the quality of a teacher's service or fitness for retention.
 3. The initial observation shall be preceded by a pre-observation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation during which the teacher is to be observed. The initial observation shall take place by December 1 of the current contract year for those on a normal five year rotating basis.
 4. An observation of the teacher shall be for not less than thirty minutes.
 5. The administrator shall prepare and submit a written report and recommendations to the teacher within ten working days of the observation. The evaluation process may include more than one observation.
 6. The administrator shall hold a post-observation conference with the teacher for the purpose of clarifying the written report and recommendations within 15 working days of the observation except for extenuating circumstances.
 7. In any area in which the administrator feels improvement is needed, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve. The teacher will have the opportunity to review the plan prior to implementation. Assistance will be given by the administrator and/or other staff members.
 8. A teacher who disagrees with an observation may submit a written answer which shall be attached to the file copy of the observation.

If an improvement plan is required, the teacher may request a re-evaluation by another administrator prior to implementation of the plan. The teacher may request that the administrator remain involved to verify the completion of the plan.
 9. The evaluation process shall be completed by May 1 of the current contract year unless the teacher is on a mandatory plan.
- C. Non-adherence of any of the procedures in Section B above or any Board Policies, instruments, or administrative guidelines concerning evaluation of non-probationary professional staff shall be subject to the grievance procedure.
- D. Any changes in the evaluation handbooks will be by mutual agreement between the LSEA and the Board.

- E. Non-probationary teachers shall be given a formal evaluation a minimum of once every five years.

ARTICLE XI

Professional Conduct and Disciplinary Procedures

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement governing the professional conduct of teachers. A current copy of these rules and regulations shall be available in each building.
- B. The Board and the LSEA recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon the teaching profession and the Lansing School District. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include but are not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the offending teacher.
- C. Disciplinary action shall be defined as any written reprimand, suspension or discharge.
- D. Before any meeting is called from which disciplinary action may result, the teacher shall be notified and shall be entitled to have present an Association Representative(s). If an Association Representative is requested to be present, no longer than two (2) days may lapse before such meeting is held.
- E. In case of a reprimand which could be construed as detrimental to an employee's future promotion, transfer or job status the reprimanded employee shall be notified in writing of the reprimand. After a period of three (3) years from the date of occurrence, if there has been no recurrence of conduct similar to that which caused the reprimand then this reprimand shall not affect this employee in matters of promotion, transfers or job status.
- F. Whenever the result of a reprimand, or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing by the Administrator, the findings and decisions of the Administrator shall be filed, in writing, in the teacher's personnel file, and a copy thereof given to the teacher.
- G. Discharge of a probationary teacher shall not be subject to the grievance procedure; however, upon written request made not more than seven (7) calendar days following said discharge, the affected probationary teacher shall receive a hearing before the Board.
- H. No teacher shall be disciplined without just cause.

ARTICLE XII

Middle School

A. Middle School Hours

In Middle School, the teachers' normal workday shall be divided into the following segments:

1. Teacher-pupil contact time shall include five periods of 50 to 55 minutes duration.
2. Teacher planning of one period duration. Each sixth and seventh grade team shall have a common planning period.
3. Teacher lunch of 23 minutes duty free.
4. Teacher supervision and pupil conferences.
5. An optional homeroom period not to exceed 15 minutes except in extenuating circumstances.

Total minimum duty time shall be 6 hours and 37 minutes.

B. Assignments

No secondary teachers shall have more than three (3) preparations a day; each modified, accelerated, and enriched class shall be considered a separate preparation. Exceptions may be made with the teacher's written approval.

C. Teacher Services

Services to be rendered by teachers include their participation outside of regular teaching hours, in, up to, and including, seven school functions per school year and attendance at five hours of general teachers' meetings per semester. Time included will be from the beginning of the meeting as called by the principal. School functions, as approved by the principal, shall include parent-teacher conferences as scheduled by the principal, PTA, CIC, staff developed community activities, supervision of extra-curricular activities of students, intramural events and attendance at any educational or civic function. This applies to all extra-curricular duties in which attendance is not voluntary but required. Teachers may express to their principal a preference for particular school functions. The principal shall give fair consideration to such expressed preferences along with other considerations including, but not limited to, staff balance based upon sex and race, crowd control and nature of school function and will accordingly assign teachers to particular functions. When a teacher has been assigned an activity and finds the responsibility cannot be fulfilled, the teacher is required to report this to the administrator in charge and the teacher will secure a replacement subject to the approval of the administrator. No discrimination shall be made against individuals who do or do not volunteer. Attendance at all functions other than as provided for above shall be at the option of the individual teacher.

D. Counselors

In the Middle School, qualified guidance counselors shall be assigned on the basis of 70 students per counseling hour for seventh and eighth grade students. A coordinator of guidance activities will be provided on the basis of at least one full-time equivalency for 6th grade students. Like counselors, coordinators of guidance activities shall not be responsible for discipline (see V.F.5.) nor shall they be used as substitutes (see V.F.8.).

E. Class Size

1. Sixth grade self contained room shall have a maximum of 29 to 1.
2. Sixth grade teams shall have a maximum class size ratio of 29 to 1.
3. Departmentalized sixth grades shall have a maximum class size ratio of 29 to 1.
4. Seventh grade teams shall have a maximum class size ratio of 33 to 1.
5. Departmentalized seventh grades shall have a maximum class size in accordance with Appendix C (Junior High).
6. Class size for all Middle School electives and eighth grade core subjects shall be in accordance with Appendix C (Junior High).

F. Overload Pay

1. Overload pay shall be in accordance with Article VII, Section G.
2. Any combination of special education students whose total time in the core program of a teaching team exceeds one-half of the weekly average of the daily core teaching time of that teaching team shall be counted as one student for the purposes of determining class size.

G. Miscellaneous

1. For calculation purposes in determining departments and department chairpersons (excluding reading), team members shall be counted (on a proportional basis) for the subject areas of the core curriculum for which the team members are responsible.

Reading shall be excluded from departmental considerations as long as the Board continues to provide through its staffing formula a minimum of two full-time reading teachers per Middle School building.

2. All sections of the contract which govern secondary grades shall apply to Middle School and Middle School teachers except as specifically altered by the terms of this Article.
3. Conference preparation time shall be provided to Middle School teachers within a week immediately preceeding the scheduled after school/evening parent/teacher conferences. Such preparation time shall be 1/2 day released from regular duties. Attendance at an evening parent/teacher conference shall count as one activity under the provisions of Article XII. C.

ARTICLE XIII

Layoff and Recall

- A. Except as to Administrators and Naturalists as set forth below, seniority is defined as the length of continuous employment within the bargaining unit and shall be measured from the first working day of such employment.

For Administrators and Naturalists currently employed by the school district seniority is defined as the length of continuous employment with the school district whether or not such employment has been within the bargaining unit plus only such employment beyond September 8, 1981, as is within the bargaining unit.

No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, the Board shall prepare a seniority list. All teachers shall be ranked on the list in the order of their first day of work in the district. In the event more than one teacher has the same first working day, their relative seniority shall be determined through a drawing. The Association and all teachers so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and representatives of the Association to be present. A teacher shall lose seniority upon resignation, retirement, discharge, or layoff for a period of two (2) years.

- B. If for any reason the Board anticipates a reduction of staff, it shall, prior to taking formal action, consult with the LSEA to receive recommendations regarding priorities and procedures to be followed.
- C. In the event it becomes necessary to reduce the number of teachers through layoff from employment or to reduce the number of teachers in a given subject area, field or program, or to eliminate or consolidate positions, the following procedure shall, be followed:
1. The Board shall determine the positions to be eliminated and shall notify the LSEA.
 2. The Board shall identify the least senior teachers equal in number to positions to be eliminated (hereinafter referred to as "least senior teachers").
 3. The least senior teachers in the positions to be eliminated who are also in the group of least senior teachers shall be laid off.
 4. The least senior teachers in the positions to be eliminated who are not in the group of least senior teachers shall be placed by descending order of seniority in a position previously held by one of those teachers in the least senior group provided the teacher is certificated and qualified (see Article IV. G.) for the position or, if the position is a non-certificated position, qualified.
 5. Following the implementation of #3 and #4 above the Board shall effect involuntary transfers so as to insure the retention of the most senior teachers.

6. Following the implementation of #3, #4 and #5 above teachers for whom there is no assignment available shall be laid off.
7. In the event there are unfilled positions after implementing #6 above, said positions shall be filled with the least senior teachers identified for layoff in #2 above said teachers shall be placed by descending order of their seniority on the unfilled positions for which they are certificated and qualified (see Article VI. G.) or, if a non-certificated position, qualified.
8. In the event there are unfilled positions after implementing #7 above, they shall be filled with the following persons in descending order of their seniority, where applicable;
 - a. Tenured teachers on layoff who are certificated and qualified (see Article VI. G.) for the position or, if a non-certificated position, qualified.
 - b. Probationary teachers on layoff who are certificated and qualified (see Article VI. G.) for the position or, of a non-certificated position, qualified.
 - c. New hires.
9. In determining the order of layoff the following factors shall take precedence over seniority:
 - a. Tenured teachers shall be laid off only after all probationary teachers have been laid off, provided that positions requiring the special qualifications of either a particular probationary or tenured teacher exception may be made.
 - b. Tenured teachers having received disciplinary action from failure to satisfactorily complete a required improvement plan within the time specified by the plan shall be laid off before any other tenured teachers.
 - c. Racial minority teachers shall be retained in order to maintain a percentage of racial minority teachers equal to the percentage of racial minority students in the district at the time of the first layoff.
- D. The Board shall endeavor to give forty-five (45) calendar days notice of layoff to the individual involved, and in any event, thirty (30) calendar days notice shall be given in all cases.
- E. The Board shall place the laid off teacher on a Preferred Substitute list at the teacher's request.
- F. The Board shall give written notice of recall from layoff by sending a certified letter to said teacher, at the last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If a teacher fails to report to work within ten (10)

calendar days from date of sending of the recall, unless an extension is granted in writing by the Board, said teacher may be considered as a voluntary quit and shall thereby terminate the individual's employment contract and any other employment relationship with the Board.

- G. No new teachers shall be employed by the Board while there are teachers of the district who are laid off, unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.
- H. It is further agreed that layoffs pursuant to this Article shall automatically terminate the individual employment contracts of all laid off teachers and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits and any laid off teacher's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement. Changes in a teacher's certification while on layoff shall not be utilized to effect a return from layoff, the effect of which is to replace a junior employed teacher, except during periods between school years. When layoffs are determined during periods between school years updated certifications of all teachers (including teachers then already on layoff) shall be used to determine which teachers shall be on layoff the following school year. It is understood that the use of newly acquired certifications of teachers then already on layoff may then result in the recall of such teachers and the layoff or reassignment of other junior, but similarly certified, teachers. It is the responsibility of a laid off teacher to provide the Board with updated certification(s) by July 1.
- I. Any teacher on layoff shall be recalled in inverse order of layoff provided the teacher is certified and qualified (see Article VI. G.), or if the position is non-certified, qualified.
- J. In the event a teacher entitled to recall is unable to assume his/her duties due to disability caused by illness or injury, the teacher shall be placed upon applicable leave of absence, including but not limited to compensable leave, if any.
- K. Provided that the medical insurance carrier will so allow, teachers on layoff will be able to continue, at their expense, medical benefits for a period of up to one year.
- L. During a period of impending layoffs, the Board agrees to consider all requests for voluntary leaves of absence to teachers who made such requests.
- M. Racial minority groups shall be defined as Black, Hispanic, Asian or Pacific Islander, and American Indian or Alaskan Native.

ARTICLE XIV

Leaves of Absence

A. Leave of Absence for Reasons of Health

Any teacher whose personal illness extends beyond the period compensable under Article XV, Compensable Leave, shall be granted a leave of absence without pay for reasons of health which, in accordance with general school laws may not exceed one year from the date granted by the Board. Annual extensions of such leave may be granted by the Board upon written request of the teacher. A teacher anticipating extended illness may be granted such leave prior to the expiration of the accumulated compensable leave days, and upon returning from sick leave, will have the unused portion of the accumulated compensable leave reinstated.

Upon return from leaves of absence for personal illness or reasons of health, the teacher shall, at the teacher's request be returned to the same position held prior to leave provided that the leave does not exceed sixty (60) school days or the date of return does not fall within the last thirty (30) school days of the school year. In such instances, the teacher shall be returned to a comparable position for the balance of the school year.

Prior to return from a leave of absence for reasons of health, the Board may require the teacher to provide a certificate of good physical and/or mental health. The Board reserves the right to have teachers returning from such a leave promptly examined by a doctor of its choice at Board expense.

B. Parental Leave

A parental leave of absence without pay shall be granted upon request to teachers who become parents of newborn. Such leave must be requested, in writing, prior to the six weeks post-natal examination, but not less than 30 days prior to the date such leave is to become effective. Such leave shall, if applicable, be granted until the end of the school year. Upon request of the teacher, the leave shall be extended for one additional school year.

C. Maternity Leave

1. If the teacher desires a leave of absence, she must file a written request with the Personnel Office at least 30 days prior to the anticipated date of such leave.
2. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period (usually six weeks after termination of the pregnancy).
3. After the termination of pregnancy the teacher shall be permitted to return from leave at any time. However, unless parental leave has been granted, such return shall be no later than following the post-natal examination period (usually six weeks after termination of pregnancy). Upon returning from leave of absence, the teacher must provide a physician's certification that she is physically sound and

able to perform all normal duties of her position. The Board may choose at its option and expense to have the teacher examined by the Board's physician prior to the teacher's return to work.

4. Section J of this Article shall not be applicable to Maternity Leaves.

D. Adoptive Leave

Any teacher may apply for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoption agency, the teacher desiring leave shall apply to the Personnel Office for an adoptive leave which shall commence when the teacher assumes custody of the child, and shall continue for the duration of the school year. Upon request of the teacher, the leave shall be extended for one additional school year.

E. Public Office Leave

1. A teacher who has been on the staff of the Lansing School District for a minimum of three years and has a record of satisfactory service shall be entitled to a leave of absence without pay to campaign for, or serve in, a public office.
2. Such leave shall be granted in segments of one semester or more by the Board on recommendation of the Superintendent.
3. Teachers holding political office requiring their occasional presence during school hours for non-compensable political office functions may utilize their available personal leave time for such absences.

F. Sabbatical Leave

1. Qualifications

- a. The applicant must be a full-time contractual professional employee and attained a BA+ on the salary schedule.
- b. The applicant has been employed in the Lansing School District for at least seven consecutive years. Absence from service for a period of not more than one year under a leave of absence without pay, granted by the Board for professional improvement, restoration of health, parental, adoptive, or maternity leave, shall not be deemed a break in continuity of service required by this Section.
- c. The applicant has not been granted a sabbatical leave of absence from the Lansing School District during the seven consecutive years of service immediately preceding current application.
- d. The applicant signs an agreement to return to service with the Lansing School District immediately upon termination of the sabbatical leave and to continue in such service for a period of two years, unless causes beyond the applicant's control prevent, or to refund any compensation received from the Lansing School District while on leave except as the Board shall, by special action, waive such obligation.

- e. All applications shall be reviewed for recommendation to the Superintendent by a committee consisting of six members, three appointed by the Superintendent and three appointed by the LSEA. The committee shall consider among other qualifications the following: the extent of the applicant's professional study, travel, research, growth contributions, and successful service during the seven years.
- f. Requests for sabbatical leaves will be considered only for a full semester or a full school year.

2. Application

- a. Application shall be filed with the Associate Superintendent for Personnel by the end of the first semester for leave beginning the following September. For leave beginning in February, the application shall be filed by the end of the preceding June. Applications submitted after the specified time limits may be considered at the discretion of the Board.
- b. An applicant for sabbatical leave of absence shall file with the application form an outlined program for the period requested for sabbatical leave. This plan shall be indicated in an attached statement and include details for either study in an approved college or university, or a problem or project in research to be pursued independently by the applicant, provided such problem or project is related to the applicant's professional obligation.
- c. Sabbatical leave granted shall not exceed one percent of the total certified staff in that current year.
- d. A sabbatical leave shall not exceed two semesters. (State Law)
- e. A teacher will be notified within sixty (60) days after the deadline date for submission of application as to the results of the request.

3. Salary Protection

- a. A teacher on sabbatical leave will be paid one-half of scheduled salary.
- b. A teacher granted such leave shall advance on the salary schedule the same number of steps the teacher would have advanced had the teacher been on the staff in the Lansing School District.
- c. A teacher on sabbatical leave shall be entitled to full fringe benefits including health, dental and life insurance.

4. Status While on Sabbatical Leave

- a. A teacher on sabbatical leave shall be considered to be in the employ of the Lansing School District and shall have a contract.

However, the Lansing School District shall not be held liable for death or injury sustained by any staff member while on sabbatical leave.

- b. The teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board.
- c. The teacher shall be responsible for notifying the Payroll Department of the Lansing School District as to the place to which the checks should be addressed during the period of sabbatical leave.

G. Educational Leave

1. Leave of Absence for Study

- a. A teacher who has been on the staff of the Lansing School District for a minimum of three years and has a record of satisfactory service shall be eligible for a study leave for a period of up to one year.
- b. Application shall be filed with the Associate Superintendent for Personnel by the end of the first semester for leave beginning the following August. For leave beginning in January, the application shall be filed by the end of the preceding June. Leaves must be for semester durations. Applications submitted after the specified time limits may be considered at the discretion of the Board.
- c. A teacher requesting a leave of absence for study shall be required to take at least ten (10) semester hours a semester or ten (10) term hours a quarter in a university or college accredited by the North Central Association of Colleges and Secondary Schools or equivalent agency which may include credit hours for conducting and/or compiling research towards an advanced degree course or for teacher retraining.
- d. Study leave shall be a leave without pay and may be granted by the Board on recommendation of the committee provided for in Article XIV, Section F, paragraph 1, part e.
- e. A teacher being granted a leave of absence for study shall advance on the salary schedule as the teacher would have advanced had the teacher been employed in the Lansing School District provided a transcript is filed indicating the required credits have been earned.

2. Exchange Teaching

- a. A teacher may apply for exchange teaching assignment for a period not to exceed one year in another state of the United States, another country, or a territory of either, following five years of satisfactory service in the Lansing School District, provided said teacher states an intent to return to the Lansing School District for a minimum of one year.

- b. Exchange leave with pay may be granted by the Board on recommendation of the Superintendent, after receiving the recommendation of the committee provided for in Article XIV, Section F, paragraph 1, part e.
 - c. A teacher being granted an exchange teaching leave of absence shall advance on the salary schedule as the teacher would have advanced had the teacher been employed in the Lansing School District.
 - d. Requests for a leave of absence for exchange teaching assignment shall be made by the end of the first semester for leave beginning the following September.
3. Teaching for the United States Government, Peace Corps, or Other Special Programs
- a. A teacher who has been employed in the Lansing School District for a minimum of three years and has a record of satisfactory service shall be eligible for a leave of absence for a period not to exceed two years to teach in an assignment abroad in schools maintained by the United States, provided said teacher states an intent to return to the Lansing School District for a minimum period of one year.
 - b. Such leave granted shall be leave without pay and may be granted by the Board on recommendation of the Superintendent after receiving the recommendation of the committee provided for in Article XIV, Section F, paragraph 1, part e.
 - c. A teacher granted such leave shall advance on the salary schedule as the teacher would have advanced had the teacher been employed in the Lansing School District.
 - d. Requests for a leave of absence for such an assignment shall be made by the end of the first semester for a leave beginning the following September.
- H. Provided that the medical insurance carrier will so allow, teachers on leave of absence will be able to continue, at their expense, medical benefits for a period of up to one year.

I. Military Leaves of Absence

Military leaves of absence shall be granted to any teacher who shall be called into active military service of the United States. Teachers on military leave shall be given the benefits of any increments, up to a maximum of four (4) years, which would have been credited to them had they remained in active service to the school system, and all accumulated sick leave days acquired prior to entry into service will be reinstated.

J. Notification of Return from Leaves of Absence

Teachers on leave of absence shall be contacted by certified letter sixty (60) days prior to the expiration of their leave to apprise them of their obligations regarding their return to work. Failure to respond within thirty (30) days prior to the expiration of their leave shall be considered as a voluntary quit. For staffing purposes, teachers, upon return, shall be included in the building or program from which they left if they return within one year of the beginning of their initial leave. If more than one year has elapsed since the beginning of their initial leave, teachers, upon return shall be restored to their former position, if available, or a comparable position.

K. Leaves for Other Purposes

1. Teachers who receive a jury duty interview and appearance notice must notify the Personnel Office within two (2) school days of such notice. Teachers summoned and reporting for jury duty shall be paid the difference between the amount they receive as a juror and their normal week's pay, provided they make themselves available for work within their regular work schedule when not occupied for jury duty. To be eligible for jury duty pay differential, the teacher must furnish the employer with a written statement from the appropriate public official listing the amount and the dates the teacher received pay for jury duty. Any teacher found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.
2. Leaves of absence with pay not chargeable against compensable leave shall be granted in connection with an appearance before a court or an administrative agency when subpoenaed as a witness in any case connected with the teacher's employment or the school, except that leave with pay shall not be granted in connection with unfair labor practice hearings involving the Board and the LSEA.
3. When attending any civic function when so directed by the Administration. Such leave will be with pay and not charged against the teacher's accumulated leave.
4. Release from regular duty with full pay may be granted, upon request, for approved visitation to other schools, which need not be in the Lansing School District.
5. Substitutes shall be provided for teachers released for the purposes of this section.

ARTICLE XV

Compensable Leave

- A. Compensable leave of ten (10) days for the school year shall be credited to the compensable leave account of each teacher. This benefit will be prorated for teachers hired after the beginning of the school year. Each teacher shall be entitled to unlimited accumulation of the unused portion

of each year's compensable leave which shall be available in future years. In addition, teachers shall have available two leave days per year under the provisions in Section D. Any unused portion of the leave days shall become additional compensable leave.

B. Compensable leave shall be granted in accordance with the schedule specified herein, subject to the following conditions:

1. Personal illness: Bonafide physical or mental incapacity of the teacher to report for and discharge duties to the extent of unused days credited.
2. Illness or serious injury in the immediate family: Absence necessitated because of the need of the personal attendance of the teacher. (Immediate family shall include the Teacher's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care the teacher is principally responsible.)
3. Bereavement: Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandparents or grandchildren. This leave shall be for a maximum of five (5) days.
4. Funerals: One day leave may be granted for attending funerals for persons other than in the immediate family. One additional day may be requested for attending funerals held more than 200 miles from Lansing.

C. Supplemental Compensable Leave:

1. The purpose of Supplemental Compensable Leave benefits is to provide compensable leave coverage to teachers who are absent due to extended disability because of personal illness or injury.
2. Teachers shall become eligible to receive Supplemental Compensable Leave benefits when they have been absent 60 consecutive work days.
3. An eligible teacher shall receive her/his contractual rate of pay while disabled for a period not to exceed 370 working days.
4. Applications for Supplemental Compensable Leave benefits shall be made in writing to the Associate Superintendent for Personnel and shall include medical verification of disability. Verification of continued disability may be required at reasonable intervals. The school district reserves the right to have the teacher examined by medical personnel of its choice.
5. If within 60 calendar days after return to work, a teacher suffers a recurrence of the condition that initially qualified the teacher for Supplemental Compensable Leave benefits, a second qualification shall be waived and Supplemental Compensable Leave benefits shall begin immediately. In any event, total allowable Supplemental Compensable Leave benefits shall not exceed 370 working days for a given illness or disability.

6. To continue the Supplemental Compensable Leave Bank, the following shall happen:
 - a. Unused bank days from school year to school year shall be carried over.
 - b. Each newly hired teacher shall contribute one day to the bank upon hire.
7. Should the bank be depleted during the course of this Agreement, the following shall happen:
 - a. Each teacher shall contribute 1/2 day of sick leave to the bank. Those having no accumulated sick leave shall have 1/2 day of sick leave subtracted from their next annual compensable leave credit.
 - b. The Board shall contribute to the bank the number of days equal to the total under 7. a.

D. One Day Leaves With Pay:

A teacher taking a leave day with pay shall file a notice of the intent to take such day with the principal or other immediate supervisor at least five (5) days prior to the date of such leave (except in case of emergency). Such notice shall include a statement of the reason for such leave.

Leave Day with pay shall not be used for:

1. First or last week of each semester and the day before or the day after a holiday or vacation (except in an emergency as determined by the building administrator).
2. Recreational pursuits, shopping, or pleasure trip with spouse (including accompanying spouse on business trip).
3. Other employment or seeking new employment.
4. Child care (except in emergency as determined by the building administrator).
5. Any other leave provision in this Agreement.
6. Teachers having accumulated 100 sick days as of June 30 of a given year shall be entitled to use one leave day with pay as a floating holiday. Restrictions in D2, 3, 4 and 5 shall not apply.

At the discretion of the Associate Superintendent for Personnel, a leave day with pay may be canceled if there are more than 15 such requests for any one day.

Leave days shall be credited to teachers on the following pro-rating system:

- a. Teachers hired at the beginning of the school year - Post 2 days.
 - b. Teachers hired after ninth week of first semester - Post 1-1/2 days.
 - c. Teachers hired at the beginning of the second semester - Post 1 day.
 - d. Teachers hired after the ninth week of the second semester - Post 1/2 day.
- E. Each teacher shall present a signed statement indicating the reason for each absence, such statement to be filed in the principal's or immediate supervisor's office. The principal or immediate supervisor may request a physician's statement for an absence of five (5) or more days duration.
- F. Teachers properly covered by a certificated volunteer(s) arranged by the teacher with the principal's approval may be permitted to leave their building up to one-half day for school district employment related activities without suffering the loss of any pay, sick or personal leave.
- G. Teachers unavailable for work have the following three responsibilities:
1. Teachers must call the substitute teacher's office before 6:30 A.M. in the secondary buildings and before 7:00 A.M. in the elementary buildings to report unavailability of work. Each teacher shall at the time of reporting the absence state the type of leave being taken and the anticipated length of absence.
 2. Teachers must call their building at least fifteen (15) minutes prior to assigned duty time to report unavailability of work.
 3. Teachers absent due to illness shall call their building prior to student dismissal whenever possible to indicate their availability for work the next day.
- H. Any teacher who is absent because of injury compensable under the Michigan Worker's Compensation Law, except as provided for in Article IX, Section C, paragraph 3, shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and the teacher's regular salary for a period up to four (4) weeks. Beyond four (4) weeks such payments would be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to the teacher's regular weekly pay until the compensable leave is exhausted.
- I. Summer School
1. Summer school teachers shall be entitled to one and one-half (1-1/2) of their summer teaching day each summer as compensable leave. Compensable leave shall be used for personal illness or illness in the immediate family. In the event a teacher does not use any portion of the summer compensable leave, one full day of compensable leave shall be transferred to their regular cumulative leave.
 2. Teachers working during the summer at the Beekman Center shall be able to use their accumulated sick days.

- J. Upon request, the President of LSEA shall be released half-time. The LSEA agrees to reimburse the Board an amount equal to one-fifth (1/5) of the President's salary. If the President who is released half-time is an elementary teacher, a mutually acceptable pro-rata assignment shall be negotiated by the Board and the Association. Upon return to active status an affected teacher shall be placed in the same assignment held at the time the leave began; shall be placed at the same position on the salary schedule as she/he would have been had she/he taught in the district during such period; and shall be granted sick leave accumulation and seniority as if she/he had taught during the period of release.
- K. The Board agrees at all times to maintain an adequate list of substitute teachers. When teachers report their unavailability for work, it shall be the responsibility of the administration to arrange for a substitute teacher.

ARTICLE XVI

Curriculum

- A. The Board and the LSEA pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, handicap, color or national origin and to seek to achieve full equality of educational opportunity for all pupils.

B. Instructional Council

1. An Instructional Council is established to act as a decision-making body for recommendations to the Superintendent regarding curriculum development, instruction improvement, evaluation, and staff development for the school district. In carrying out its responsibility, the Instructional Council shall function as:
 - a. An initiating agency and clearing house for research and innovations.
 - b. A recommending agency for policy change and philosophy renewal.
 - c. An agency for curriculum realignment, to review and balance curricular emphasis.
 - d. A promotional agency for staff development programs.
 - e. A reviewing agency for accountability procedures.
 - f. A consulting agency for citizens' groups.
 - (1) To bring ideas and concerns to teachers, administrators and citizens into focus.
 - (2) To provide resource people, research, and background information on curriculum and instructional matters.

- g. An agency for reviewing Federal, State, and locally funded programs, especially those affecting more than one building.
2. Any curriculum change, instructional management system or instructional program which is intended for quadrant wide or system wide application shall be implemented only after review by the Instructional Council.
 3. The Board and the Association shall participate when and where feasible and practical with private organizations, governmental units and agencies, or teacher groups in alternative processes to improve educational quality. Such alternatives shall be reviewed by the Instructional Council which will make recommendations to the Superintendent's staff.
 4. The Instructional Council shall be composed of six administrators, six teachers, six parents, and six students from the secondary schools in the system. Each of the 24 members shall have an equal vote in the matters before the Instructional Council. They shall be selected as follows:
 - a. The Superintendent of Schools shall appoint the six administrative members, which shall include a secondary principal and an elementary principal.
 - b. The LSEA President shall nominate, for ratification by the LSEA Board of Directors, six teachers, such teachers to be representative of:
 - (1) The various curriculum areas,
 - (2) The elementary-secondary ratio,
 - (3) Minority groups,
 - (4) Groups such as helping teachers, counselors and diagnosticians.
 - (5) The LSEA membership-at-large.
 - c. The Lansing PTA Council shall be responsible for the designation of parent members of the Instructional Council. The six parent members shall be representative of the total school population, including minorities. They shall reside in separate school attendance areas within the School District. The Council shall seek representatives from PTA's and the District Wide Parent Council.
 - d. The Junior Board of Education shall appoint three senior high students (one from each high school) and three junior high/middle school students. The student members shall be representative of the total school population, including minorities. The Junior Board itself shall function as a steering committee to advise the Instructional Council on student affairs. The student members of the Instructional Council shall attend all meetings of the Council on an excused absence basis. Their terms shall be for one year, with reappointment permissible for a second term.

5. The Instructional Council shall be chaired alternately by the administrator co-chairperson appointed by the Superintendent and the teacher co-chairperson selected by the teacher representatives on the Council. The Chairperson of the day shall retain their vote.
6. The Instructional Council shall meet monthly on school time (second Wednesday at 1:00 P.M.) and such other times as the Council may determine. If any member of the Council cannot attend a meeting, they shall provide an appropriate substitute.
7. Types of proposals which receive Council attention and recommendation include staffing proposals, research proposals and government proposals as well as innovative curriculum changes; however, proposals for innovative programs to existing curricular areas may be initiated by teachers and principals on a building basis.
8. The Administrative Co-Chairperson shall receive recommendations from the Instructional Council and present them to the Superintendent. The Superintendent shall act on such recommendations from the Council or shall arrange for presentation of the recommendations to the Board for action.
9. The co-chairpersons shall communicate to the Council the disposition of Council-approved proposals or resolutions within one week after the action of the Board of Education of the Superintendent's actions.
10. Any program approved by the Board or Superintendent shall be implemented as soon as feasible.
11. Instructional Council recommendations rejected by the Board or the Superintendent shall be returned to the Council by the next meeting of the council with a rationale exploring the reason for rejection. The Council shall have the authority to modify the proposals and resubmit them.

C. Steering Committees

1. The role of the curriculum steering committee shall be to exert district-wide leadership in providing a viable and up-to-date instructional program in its area of special concern. Among the responsibilities of the steering committee will be the following:
 - a. Development of realistic goals and objectives for their curricular area and making recommendations to the Instructional Council.
 - b. Development of approaches, methods, materials and/or programs as alternative processes that buildings may select and use for reaching the district-wide objectives.
 - c. Prompt communication of committee recommendations to schools, departments, and to the Instructional Council.
 - d. Organization and promotion of in-service activities for staff development.

- e. Evaluation of both new and existing programs, and the development of appropriate instruments and procedures for these evaluations.
 - f. Undertaking studies or research as directed by the Instructional Council.
2. Steering committees may be established by the Instructional Council or by request to the Instructional Council to meet the needs of staff in a particular curriculum area or a particular grade level or program area. At any time a steering committee does not meet the following guidelines, it will be subject to a review by the Instructional Council.
- a. Each steering committee shall be composed of a representative group of volunteer teacher members plus the coordinator of the area if there is one. In addition, the committee is strongly urged to have student and parent members.
- Each steering committee will suggest the representative number of members for their committee and will report this number to the Curriculum Office each spring.
- b. All steering committee meetings shall be open meetings.
 - c. Each steering committee shall select its own teacher chairperson in the spring to serve the following year. The chairperson will serve no more than two consecutive one year terms. The name of the chairperson will be reported to the Curriculum Office each spring.
 - d. Steering committees will hold a minimum of five meetings per school year.
 - e. Teachers or groups of teachers wishing to propose innovative programs may present such proposals to the appropriate steering committee for study and recommendation. If the recommendation has district-wide implication, the steering committee will present it to the Instructional Council. If the recommendation has only implications for individual buildings, then it should be communicated to the building staffs as an alternative for them to consider.
3. The Association Representative will secure teacher volunteers for steering committees early in the fall semester. The Curriculum Office will facilitate collecting these names and giving them to the respective steering committees. In addition, steering committees will review their membership to be sure they have a broad representation of teachers from various instructional levels and buildings. If the membership is not representative, the committee will recruit additional volunteers from the buildings and/or levels needed.
- D. Teacher members of district committees considering instructional program design shall be appointed on a ratio of 2 LSEA appointments for each 1 appointment made by the Board in instances when the Board chooses to appoint teacher members.

E. In-Service Training

Workshops, conferences, and programs designated to improve the quality of instruction may be developed and provided for teachers during specified scheduled hours found in Article VIII.

F. Conferences

1. After one year of service in the Lansing School District (exceptions may be made for those with prior professional conference commitments) a teacher, upon request, may be released from regular duties without loss of pay for up to four (4) days each school year to participate in workshops, programs, or conferences oriented solely to improving professional competency. Such time, however, is subject to the discretion of each principal as to scheduling feasibility. There shall be no more than 18 teachers requiring substitutes absent for such reasons at any one time, unless special authorization has been given by the Associate Superintendent for Personnel. All staff members will make requests to attend these meetings on forms provided by the principal's office or departmental office. Substitutes shall be provided for teachers released for the above purposes. (Conference forms available from one's immediate supervisor.)
 2. The Associate Superintendent for Personnel shall make every reasonable effort to reply to conference requests within 10 working days of receipt of application.
 3. Teachers working an extended year may use unused conference days during the summer months.
- G. The Board agrees to involve the LSEA and teachers in the preparations of applications for state and federally-funded programs.
- H. There shall be no more than fourteen (14) interns in any given school year, except by mutual agreement between the Board and the LSEA. No intern shall displace any teacher under contract or prevent the recall of any laid off teacher.
- I. The Board shall provide to the LSEA a listing of all student teacher programs along with the numbers of student teachers involved, types of student teacher programs and schools where said student teachers are placed.

ARTICLE XVII

Professional Dues, Representation Benefit Fees
and Payroll Deductions

A. Professional Dues

1. Any teacher who is a member of the Association, or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

2. Deduction of Professional Dues shall be made the second pay period of each month provided that deductions for such dues shall not supersede any legally required deductions or deductions authorized prior to the date of the Agreement and the Board shall not be required to make any check-off for Professional Dues if the teacher's pay is not sufficient to cover the Professional Dues in any pay period. The Payroll Office shall not be required to honor for any month's deduction any authorizations that are delivered to the Payroll Office later than two weeks prior to the distribution of the payroll from which the deductions are to be made.
3. No later than October 15, the Board shall provide the LSEA with a list of those employees who have authorized dues deductions. The Board shall provide the LSEA monthly with any additions to or deletions from such lists.
4. So long as a teacher remains on the payroll, the authorized deductions shall be continued.
5. The Board agrees to promptly remit to the Association all monies so deducted, accompanied by a list of the teachers' names from whom such deductions have been made and the amount of the deduction. The Board assumes no responsibility for such deduction if notice of termination is given after the final check has been issued.
6. The LSEA shall, at least sixty days prior to the beginning of each school year, give written notification to the Payroll Office of the amount of the Professional Dues and Political Action Contributions which are to be deducted in that school year under such authorizations. For the purpose of this article, the term "School Year" shall mean the twelve-month period beginning with the opening of school in the fall of each year. The right to refund to teachers monies deducted from their salaries under such authorization shall lie solely with the LSEA.

B. Representation Benefit Fees

1. Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided for Professional Dues.
2. Deduction of Representation Benefit Fees shall be made the second pay period of each month provided that deductions for such fees shall not supersede any legally required deductions or deductions authorized prior to the date of the Agreement and the Board shall not be required to make any check-off for Benefit Fees if the teacher's pay is not sufficient to cover the Benefit Fees in any pay period. The Payroll Office shall not be required to honor for any month's deduction any authorizations that are delivered to the Payroll Office later than two weeks prior to the distribution of the payroll from which the deductions are to be made.

3. No later than October 15, the Board shall provide the LSEA with a list of those employees who have authorized fee deductions. The Board shall provide the LSEA monthly with any additions to or deletions from such lists.
4. So long as a teacher remains on the payroll, the authorized deductions shall be continued.
5. The Board agrees to promptly remit to the Association all monies so deducted, accompanied by a list of the teachers' names from whom such deductions have been made and the amount of the deduction. The Board assumes no responsibility for such deduction if notice of termination is given after the final check has been issued.
6. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided for Professional Dues, the Board shall cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.
7. The procedure in all cases of discharge for violation of this article shall be as follows:
 - a. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 - b. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 - c. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fees.
8. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject to the following conditions:

- a. The damages have not resulted from the misfeasance or malfeasance of the Board or its agents.
 - b. The Association has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 - c. The Association has the right to choose the legal counsel to defend any said suit or action.
 - d. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- C. The LSEA agrees to reimburse the Board \$225 for the cost incurred in administering this Article.
- D. Payroll deductions and reductions are also available for the following purposes upon written authorization of the teacher:
- 1. U.S. Savings Bonds and/or Freedom Shares
 - 2. United Fund Contributions
 - 3. Capital Area School Employee Credit Union
 - 4. Provided there are at least ten applications for one company, the Board shall deduct for tax sheltered annuities and shall distribute such deductions to the company.
 - 5. Other purposes approved by the Board.

ARTICLE XVIII

Compensation

- A. Regular pay shall begin the second Friday of the school year and continue biweekly. A teacher, upon the date of hire, determines whether he/she will be paid on the basis of twenty-one or twenty-six periods. The payroll office must be notified in writing by the last scheduled work day of the preceding school year of a change. A teacher on 26 pay periods who wishes to receive all accrued pay at the close of the school year must notify the Personnel Office in writing by the last pay in April. Current schedule of payment shall continue for all present employees.

When a regular pay day occurs within a vacation period during the school year, checks shall be mailed to the employee's home prior to the regularly scheduled pay date or that pay day shall be advanced to the last day prior to the beginning of said vacation period at the option of the Board.

- B. A teacher who is required as a part of the job on a regular basis to use a personal vehicle for transportation in order to perform duties shall be reimbursed at the rate of twenty cents (20¢) per mile in the School District. Mileage will be computed on the basis of actual miles logged and reported each month. The mileage rate shall be adjusted in accordance with past practice.

- C. Teachers to be employed in the system with previous teaching experience may be given up to eight (8) years credit, at the Board's discretion, and placed at the appropriate step on the salary schedule.

Any former teacher of the Lansing School District who is re-employed within a period not exceeding five years shall be placed on the salary schedule at the next step above the one on which the salary was based when the teacher left the Lansing School District, or shall be given credit for teaching experience as provided in this section, whichever is greater.

D. 1. Retirement

- a. Having reached the age requirement of the Michigan Teacher's Retirement Act and having completed at least fifteen years of service with the Lansing School District, the teacher upon retirement shall receive a lump sum payment of \$100 for each year of service in the Lansing School System up to a maximum of \$3,000.
- b. The following will disqualify a teacher for eligibility for retirement pay:
- (1) Any teacher whose dismissal is sustained by the Michigan State Tenure Commission.
 - (2) Any teacher who is dismissed or resigns at the request of the Board.
 - (3) Any teacher who leaves the system contrary to the provisions of the Michigan State Tenure Act or contrary to the terms of the teacher's employment contract.
 - (4) Any teacher who has previously received this benefit from the Lansing School District.

2. Early Retirement Incentive Plan

Eligible employees successfully applying for early retirement shall receive the benefits set forth below:

Eligibility

In order to be eligible for Early Retirement Incentive (hereinafter referred to as ERI) benefits applicants must:

- (a) Apply for such benefits on or before April 1 for persons who retire at the end of the school year, November 1 for persons who retire at the end of the first semester.
- (b) Have the equivalent of at least 15 years employment in Michigan Public Schools as defined by the Michigan Public School Employees' Retirement System.
- (c) Have the equivalent of at least 10 years employment in the Lansing School District as defined by the Michigan Public School Employees' Retirement System.
- (d) Be a minimum of 55 years of age by the date on which his/her early retirement would start.

Selection

The Board will determine by March 1st of each year the amount of money available for additional ERI applicants for the next school year. This amount shall be determined by deducting from \$487,500 the cost of ERI projected benefits previously granted.

The total number of new ERI applicants to be funded each year shall be determined by the number who may be funded by the funds available. The number funded shall not result in expenditures greater than the \$487,500 and only full positions shall be funded.

Should the number of applicants exceed the number of positions available, priority will be given to those with the highest seniority.

Purpose

One of the purposes of this Early Retirement Incentive Plan shall be to help prevent layoffs.

Benefits

Early Retirement payments shall be paid to retirees as set forth below:

<u>Age as of June 30</u>	<u>% of Appendix A Salary as of the Teacher's Final Schedule Placement Prior to Retirement</u>
55	29%
56	28%
57	27%
58	25%
59	23%
60	21%
61	19%
62	17%
63	15%
64	13%

Payments will be made bi-weekly commencing with the first pay period after early retirement commences.

The Board of Education will reimburse retirees the actual cost of Health Insurance not to exceed \$75.00 per month. Reimbursement will be made bi-annually only during February and August provided that written paid receipt of such premium is delivered to the Office of the Associate Superintendent for Business and Finance of the Lansing School District on or before February 1 and August 1 respectively.

Limitations and Restrictions

No subsequent contract negotiations shall alter benefits awarded retirees under this plan nor shall such benefits be subject to negotiations.

All benefits shall cease upon the last pay period of the month in which the retiree becomes 65 years of age or the month of the retiree's death, whichever occurs first.

Retirees eligible to be covered by their spouse's health insurance shall not be eligible to receive such benefits from the Board until they are no longer eligible to be covered by said insurance. If a retiree is eligible for or receiving health insurance coverage through any employer, they shall not be eligible for health insurance reimbursement until they are no longer eligible for or covered by said insurance.

Benefits shall be reduced by the amount of worker's compensation paid to the retiree, directly or indirectly, by the Board.

Duration

In the event this Plan or any part thereof is found, by final judgement or order, by a court or other tribunal of competent jurisdiction, to be unlawful, the entire Plan shall be void and those persons who have retired pursuant to the Plan shall be deemed to have been on leave of absence, renewed annually by the Board as necessary, which expires on June 30 of the year immediately following the final judgement of the court or tribunal. The remedy of any retiree shall be limited to rights as set forth in Article XIV (J) of the Master Agreement.

3. Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection, subject to the other terms of this Agreement.

- a. Teachers may upon written application select from the health insurance plans listed below. The Board's obligation shall be to contribute the following amounts toward the premium cost:

For 1984-85: 100% of the monthly premiums
For 1985-86: 98% of the monthly premiums (Beginning October 1, 1985)
For 1986-87: 96% of the monthly premiums (Beginning October 1, 1986)

- (1) MESSA SM2 Program
- (2) Michigan Blue Cross-Blue Shield comprehensive semi-private hospital care. MWF II, Master Medical Option IV. Including riders. (P.D.P., I.M.B., M.L., D.C.C.R., C.O.B., O.P.C., C.C., D45N.M., S.A.X.F., and P.D.E.L., V.S.T., F.A.E.)
- (3) The Health Central, Inc. plan known as "high option" and that the plan shall include plan riders known as "extended nursing home days," "0 drug co-pay rider," and "extended mental health." The monthly cost to the Board shall not exceed the cost of the monthly premium of whichever is higher of the BC/BS MWF II or MESSA Super Med II program.

(4) The Lansing School District Medical/Option Plan

The Board of Education of the Lansing School District will provide each full-time employee with a hospital/medical benefit program comparable to Super Med II as those benefits existed as of June 30, 1981.

- (a) A supplemental severance/retirement account will be created for each eligible employee which, at the beginning of each insurance contract year, will be credited as follows:

Single insured	-	\$300.00
Two person	-	\$400.00
Full Family	-	\$500.00

If an employee has hospital/medical benefit coverage in addition to that provided under this plan, the employee's account will be initially credited with \$200.00 per insurance contract year, unless the employee pays the full premium for such additional benefits, in which case the full sum in the applicable category mentioned above will be credited.

In the event an employee incurs eligible medical expenses during the insurance contract year, the Board of Education will reimburse the employee the deductible amount up to but not to exceed \$500.00 per year. As such reimbursement takes place, a corresponding amount will be deducted from the supplemental severance/retirement account of the individual employee. In any insurance contract year, the account will not be reduced by more than the amount credited to that account for that insurance contract year. For example, assuming a full family credit of \$500.00 for the first insurance contract year and no eligible medical expenses incurred during that year, the account will have a \$500.00 balance. Another \$500.00 will be credited for the second insurance contract year. Should the employee incur eligible medical expenses during the second insurance contract year, the account will not be reduced by more than \$500.00.

All unused sums credited to the account will remain and accumulate until the employee terminates employment with the Lansing School District.

(b) Withdrawal

Except as provided below, upon termination of employment with the Lansing School District, the employees may withdraw the accumulated funds from their supplemental severance/retirement account as follows:

<u>Completed Years of Employment Under the Plan</u>	<u>Amount Which May be Withdrawn</u>
1	50%
2	70%
3	90%
4	100%

In the event an employee retires under the Michigan Teachers Retirement Act or is on layoff in excess of two (2) years, 100% of the account may be withdrawn.

In the event an employee dies before termination or retirement, 100% of the account will be payable to the employee's designated beneficiary.

At the time of withdrawal, the employee will hold the Lansing School District harmless from any and all outstanding eligible medical expenses not previously submitted for either the current or any previous insurance contract year.

- b. Effective 1985-86 and 1986-87, the Board will pay 100% of the premium for the teacher's choice of the following as an alternative to 3. a. above:
 - (1) MESSA SMI Program
 - (2) Blue Cross/Blue Shield MVF-1, Option IV, \$2.00 Prescription Drug Rider; Riders: ML, D45NM, PPNV-1, OPC/OPPC, DC, FAE/RC, VST.
 - (3) Health Central, High Option, \$2.00 Prescription Drug Rider.
 - (4) SET Ultra-Med "B", \$2.00 Prescription Drug Rider.

- c. For those not selecting a health insurance benefit the Board shall provide \$41.66 per month to be applied to one of the following programs:
 - (1) The group insurance options available through MESSA. MEALS I Program will be included in the option group. The premium for MEALS I Program shall be deducted prior to deductions for other options.
 - (2) The Lansing School District Option Plan. An employee's supplemental severance/retirement account will be initially credited with the sum of \$500.00 per insurance contract year (in lieu of \$41.66 per month) which will be reduced to the extent that the employee chooses the optional insurance benefits set forth below:
 - (a) Group hospital confinement
 - (b) Group short term disability
 - (c) Group long term disability
 - (d) Group additional term life
 - (e) Group dependent life
 - (f) Group survivor income
 - (g) Group basic term life

For example, should the employee choose none of the optional benefits, the credited amount of \$500.00 will remain in the

supplemental severance/retirement account. Should the employee choose optional benefits requiring a premium of \$300.00 per year, the supplemental severance/retirement account will be reduced by \$300.00 during that insurance contract year, the employee will receive the insurance benefits and will conclude the year with the \$200.00 balance in the supplemental severance/retirement account.

- (3) A tax sheltered annuity program. Teachers not selecting from either the health insurance plans or the options in (1) and (2) above shall receive a \$500.00 annual contribution toward the purchase of a tax sheltered annuity of their choice from the available companies approved by the School Board. Contributions shall be prorated on a monthly basis.

d. Part-Time Employees

Employees working less than full-time shall receive the below listed fringe benefits accordingly:

- (1) Vision Insurance - Coverage in accordance with Article XVIII. D. 3. f.
- (2) Life Insurance - Coverage in accordance with Article XVIII. D. 3. d.
- (3) Dental Insurance - Coverage in accordance with Article XVIII. D. 3. e.
- (4) Health Insurance - Employees may elect one of the health plans provided in Article XVIII. D. 3. a. or b. Payment by the Board shall be on a prorated basis. (Payment by the Employee shall be through payroll deduction.) (Examples) For an Employee working half-time the Board will pay 50% of the cost which it otherwise would pay were the employee full-time.
- (5) Employees not covered by (4) above who elect optional benefits through MESSA or the Lansing Medical Plan shall receive a prorated share of their choice of option plans.

- e. The Board's insurance contributions shall begin in September of each year and continue for twelve (12) full months.
- f. The Board shall provide a \$15,000 group life insurance benefit with accidental death and waiver of premium provision to all full and part-time teachers who regularly work 20 or more hours per week.
- g. Dental
The Board shall provide full family group dental insurance, Delta Dental Plan E-07 to all full-time and part-time teachers who regularly work 20 or more hours per week.
- h. Vision
Vision care will be provided to all employees and their dependents (children 19 to 25 are covered provided they are full-time students or meet Federal IRS rules for dependency).

Coverage: The vision insurance will pay 80% of reasonable and customary services for examinations, frames, lens, or contact lens following cataract surgery, or when visual acuity cannot be corrected to 20/70 in the better eye.

Contact lens for cosmetic purposes are not covered. However, if you choose contacts in lieu of glasses, an allowance of \$80.00 will be made towards their cost, including examinations.

The vision care benefit will be provided once in the 12 month policy year for eligible persons.

E. Teachers' Salary Schedule (See Appendix A)

1. Any professional staff member who has completed 23 term hours on an approved program as a candidate for a Master's degree shall qualify for the BA+ schedule.
2. Any professional staff member who has completed 45 term hours beyond the Master's degree on a program of study approved by the Superintendent of Schools will be placed on the MA+ schedule.
3. The salary is based upon a teaching load for the 185 work days in a teaching year from August to June, during teaching hours.
4. Any teacher placed on the BA+ salary column will be continued on that column until such time as the Master's degree is awarded. At no time will a teacher be returned to a column of lesser educational achievement.
5. Changes in teacher contracts which result in column advancements on the salary schedule will be reviewed by the Personnel Office. It shall be the responsibility of the staff member to notify the Associate Superintendent for Personnel of any change in classification and to provide official evidence from the college or university of requirements completed. Transcripts do not constitute notification since these are not evaluated by the Associate Superintendent for Personnel until requested by the applicant for change of salary status. Pay increases will be retro-active to the date of course completion as specified on the college credentials or transcripts, but may not go further back than the current fiscal year.
6. Professional Public Librarians' pay shall be at the rate of 10% above the teachers' salary schedule.
7. Holders of a Ph.D. degree teaching in the area in which the Ph.D. was earned shall be paid at the rate of 8% of the BA Base in addition to their MA+ step. Holders of a Ph.D. degree teaching outside of the area in which the Ph.D. was earned may submit to the Personnel Office a request for review of their Doctoral Program. If it is determined by the Associate Superintendent for Personnel that the Doctoral Program is related to the subject area taught, the Ph.D. rate shall be granted.

8. Vocational education teachers and co-op coordinators who are required by State Regulation to have necessary work experience and are holders of special, provisional or permanent vocational authorizations shall be paid at the rate of 9% of the BA Base salary plus their current salary step. In addition, those teaching 2 three-hour block classes shall receive an additional 3% of the BA Base salary.
9. Vocational program advisors shall be paid at the rate of 9% of the BA Base salary plus their current salary step.
10. Vocationally certified teachers without a BA degree shall be paid at the rate of \$500 per year for the special certification. They must successfully complete six (6) term credits annually (September to September) in an approved program in order to maintain employment.
11. Vocationally certificated teachers without a BA degree shall at the time of initial employment have the option of being placed on the teachers' BA salary schedule or at an hourly rate ranging from \$11.63 per hour to \$16.49 per hour in 1984-85; \$12.21 per hour to \$17.31 per hour in 1985-86; \$12.82 per hour to \$18.18 per hour in 1986-87. Exceptions to the hourly rate may be made upon mutual agreement of the LSEA and the Board. Those presently on an hourly rate shall receive the same percentage increase as reflected in the base salary for each year.
12. Certified vocational teachers other than those covered in Number 8, teaching in State approved reimbursable vocational courses shall receive 0.4% of the BA Base per course per semester.
13. Only those special education teachers who taught special education in the school district in 1972-73 and who are presently teaching special education shall receive \$300.00 for certification.

14. Extra Assignments	Sept. 1984 thru Aug. 1985	Sept. 1985 thru Aug. 1986	Sept. 1986 thru Aug. 1987
Summer School	\$ 16.20	\$ 17.01	\$ 17.86
Driver Education	16.20	17.01	17.86
Workshop Pay	12.00	12.50	13.00
For all work required beyond the activities specified in Article VIII, teachers shall be paid	13.10	13.76	14.45

15. Lead teachers working with 12 or more teacher equivalents for 38 weeks shall be paid an additional \$1,200 above their salary step to compensate for additional time and/or responsibility. Team leaders working with 7 to 11 teacher equivalents for 38 weeks shall be paid \$900 above their salary step to compensate for additional time and/or responsibility.

Team leaders working with up to six teacher equivalents for 38 weeks shall be paid \$700 above their salary step to compensate for additional time and/or responsibility.

Lead teachers or team leaders working beyond the school year shall be paid an additional \$225 per week.

16. Teachers holding the MSW degree shall be placed on the appropriate experience step of the MA+ track for salary purposes.
 17. Teachers who have completed in June two or more years at the top of the BA or BA+ salary schedule shall receive a lump sum payment of \$100 on the 21st pay check.
 18. Teachers who have completed in June two or more years at the top of the MA or MA+ salary schedule shall receive a lump sum payment of \$400 on the 21st pay check.
 19. The Board shall pay the Michigan Public School Employee Retirement of 5% in accordance with Public Act 244 of 1974 throughout the duration of this Agreement.
 20. During the regular school year, a teacher who attends the Environmental Education Center with students is eligible to receive the following:
 - (1) 1/3 PGP credit for each two nights in any given school year up to a maximum of 2/3rds of a credit per school year.
 - (2) One (1) PGP credit if the teacher is responsible for coordinating the camping trip for more than one classroom and who attends camp a minimum of two nights.
 - (3) Credit for one required function (Article VII. A) in that year.
 - (4) Mileage when approved by the principal to drive their automobile or other personal vehicle.
 - (5) Meals without charge to the building camping program.
- F. Co-Curricular
(Payments shall be initiated by the building principal at the beginning of the activity and continue for its duration.)

Senior High	
*Athletic Director	20%
Assistant Athletic Director	13%
Football	19%
Assistant Football	12.5%
Athletic Trainer	12%
Basketball	17%
Assistant Basketball	11%
**Cross Country	9.5%
Swimming	13%
Assistant Swimming	9%
Wrestling	13%
Assistant Wrestling	9%
Golf	9%
Baseball	12%
Assistant Baseball	9%
Track	13%
Assistant Track	11%
Tennis	9%
Equipment Manager	8%
Cheerleading	11%
Intramurals	8%
Basketball	17%
Assistant Basketball	11%
Swimming (Girls)	13%
Assistant Swimming (Girls)	9%
Track (Girls)	13%
Assistant Track (Girls)	11%
Softball (Girls)	12%
Assistant Softball (Girls)	9%
Volleyball (Girls)	11%
Assistant Volleyball (Girls)	9%
Gymnastics (Girls)	10.5%
**Cross Country (Girls)	9.5%
Tennis (Girls)	9%
Golf (Girls)	9%
Debate and Forensics	9%
***Band Director	12%
Choir	8%
Drama	(Per Prod.) 5%
Yearbook	6%
Newspaper	5.5%
Business Advisor Yearbook/Newspaper	4.5%
Book Custodian	7%
School Treasurer	8.5%

- * One hour released time
- ** Both female and male 14.5
- *** One hour for individual or small group instruction which may be scheduled in an elementary building.

Note: Senior High coaches should be assigned to no more than two coaching assignments except in emergency situations.

Junior High/Middle School

Book Custodian	5%
Band Director	6%
Orchestra Director	5%
Choir	5%
Drama	(Per Prod.) 5%
Newspaper Advisor	4.5%
School Treasurer	8%

All percentages are applied to BA base step 1 except as noted below. Individuals involved in the same co-curricular activity for more than five (5) years would have their percentage applied to the BA base step 2 at the beginning of the 6th year.

G. Intramural Program (Athletic and Non-Athletic)

Middle School
Intramural Director
Intramural

14%
4.5%

All percentages are applied to BA Base Step 1 except as noted below. Individuals involved in the same activity for more than five (5) years would have their percentage applied to the BA Base 2 at the beginning of the sixth year. Credit shall be given for all past junior and senior high co-curricular experience.

An intramural pay unit shall consist of 60 standard hours of pupil contact.

Each activity which is begun and has at least 20 participants shall be allowed to continue to completion. If the activity has less than 20 participants the Intramural Director shall recommend to the principal whether to continue the activity (because of lack of number of participants) after it has begun. The teacher shall be paid an amount equal to the proportion of 60 hours which he/she has completed.

Intramural pay units may be utilized for non gross motor skill activities. Examples of such activities might be: equations, pottery, hunter safety, snowmobile safety, etc. The determination of which such activities would be offered shall be made by the principal.

Intramural pay units may be utilized for gross motor skill activities. Gross motor skill activities shall be grouped as "core" and "optional" as follows:

Core Activities

Optional Activities*

Boys

Flag or Touch Football or Soccer
Basketball
Wrestling
Swimming
Track

Volleyball
Softball
Tennis
Hunter-Safety
Other as determined by the Principal

Girls

Swimming
Basketball
Volleyball
Track
Softball

Cheerleading/Gymnastics
Skiing
Bowling
Golf
Other as determined by the Principal

Each school shall offer at least the "core" activities. However, it is understood that, because of student interest (or lack of same), "optional" activities may be substituted for "core" activities or "optional" may be combined with "core" activities (i.e., 30-40 hours of bowling with 30-40 hours of swimming) to make one complete unit.

The above language in this section applies to all seventh and eighth grade centers.

*Activities may or may not be co-educational

H. Athletic Department Activities

a. Senior High

1. Scoreboard operators, announcers, and clock operators at all events, \$13.97 per event in 1984-85; \$14.66 per event in 1985-86; and \$15.40 per event in 1986-87.
2. Clerks, ticket sellers and takers, judges and timers, scorers, and supervisors at all athletic events, \$12.11 per event in 1984-85; \$12.71 per event in 1985-86; and \$13.35 per event in 1986-87.

b. Junior High

Activity assistance at any athletic event, \$12.11 per event in 1984-85; \$12.71 per event in 1985-86; and \$13.35 per event in 1986-87.

ARTICLE XIX

Responsible Autonomy

The staff (principal and teachers) of each school shall be given the responsibility to develop and annually review the building budgetary priorities, instructional priorities and range plans.

- A. Under the direction of the building principal, a building advisory committee composed of teachers selected by the teaching staff, and teachers selected by the principal shall be established in each building by September 30 of each year to assist in the development of building priorities. All meetings shall be open to the staff and announced.
- B. The principal shall have the responsibility to develop a planning and decision-making process which takes place as much as possible in a climate of mutual trust, respect and consensus. The principal shall also be responsible for insuring that all planning and decision making properly acknowledges staff and budget limitations, State and Federal regulations, goals, priorities and policies of the Lansing School District, and provisions of this Agreement.

- C. The teaching staff is responsible for insuring that their knowledge, perceptions and recommendations are made available during the development and review process in an open, timely and constructive manner. Staff members are also responsible for carrying out the final plan in a cooperative and productive fashion.
- D. The committee recommendations shall be presented to the entire staff at least once each year for review.
- E. The committee shall assist in the development of the methods which are to be used in pursuing building level programs that will be implemented.
 - 1. The committee will address how funding is to be secured and apportioned to support the planned program.
 - 2. The committee will review the staffing program for the building. Staffing programs which fall outside of the class size provisions of this agreement must be approved by a majority of the teaching staff.
 - 3. In the event a principal wishes to initiate a building level program, it shall first be reviewed by the committee and later discussed in a meeting with the total staff.
 - 4. If the principal decides to implement a plan that does not have the support of the committee and/or staff, the principal will provide oral and/or written rationale for that decision.
 - 5. If the principal does not agree to implement a plan approved by the committee and staff, the principal will provide oral and/or written rationale for the decision.
- F. The final approval of any program remains the responsibility of the Board of Education.

ARTICLE XX

Staff Training and Retraining (STAR)

1. Option To Select Staff Training and Retraining (STAR)

Teachers who receive notices of layoff shall be offered, in writing, the option to participate in a STAR Leave of Absence. Such teachers shall, within seven (7) calendar days of the date of such notice, respond in writing to the Personnel Office indicating whether they will opt for STAR. Failure to timely respond shall constitute a refusal of the offer.

2. Eligibility

In order to be and remain eligible for STAR, a teacher must

- (a) Be non-probationary;
- (b) Have received notice of layoff after July 1, 1982;
- (c) Be on layoff status at the beginning of the district school year or the beginning of the retraining program whichever is later;
- (d) Except during the summer recess, be available to substitute teach in the district at least two (2) days per week;
- (e) Except when recalled under the terms of STAR, begin and continue reasonable progress toward completion of the retraining program; and
- (f) Where the teacher has either (1) completed the equivalent of an entire district school year on STAR or (2) is on STAR at the end of the district school year, enroll in and continue reasonable progress in a summer school curriculum consistent with the retraining program.

3. Selection

Twenty (20) openings for STAR shall be available each school year. Openings shall be filled by seniority on an annual school year basis, except that

- (a) Junior teachers who have registered for or otherwise been accepted for a retraining program shall not be replaced by a more senior teacher subsequently laid off;
- (b) Junior teachers who have opted for STAR may be replaced by a more senior teacher subsequently laid off only if the more senior teacher is able to register for or otherwise be accepted in a retraining program on or before the registration or acceptance of the junior teacher; and
- (c) Junior teachers on STAR who are not recalled shall receive preference over subsequently laid off senior teachers so as to continue their retraining program. Such junior teachers shall lose preference upon completion of their first chosen program.

4. STAR Program

The district shall propose to each STAR participant no fewer than three (3) retraining programs which need not be identical for each teacher, each of which shall incorporate minimum requirements. The teacher may select from the proposed programs.

On or before the beginning of their retraining program, each teacher shall present to the Personnel Office a copy of their retraining schedule. In the event the schedule allows for more than two (2) days of substitute teaching, the district may designate which two (2) days the teacher must be available for substitute teaching.

If a retraining program requires a full time commitment which cannot be scheduled outside the district school year and which conflicts with substitute teaching requirements, the teacher is excused from substitute teaching during the full time commitment and the STAR account shall be charged with the cost of the lost substitute teaching days.

If a teacher on STAR fails to fulfill the obligation to substitute teach due to disability or other reason satisfactory to both the LSEA and the District, upon recall the teacher shall be paid at the substitute rate rather than the Appendix A rate for the number of substitute days missed.

A teacher on STAR who is disabled for more than two (2) consecutive weeks shall be temporarily suspended from STAR and for purposes of seniority under Article XIII. A, shall be deemed to be on layoff as of the teacher's notice of layoff. Upon reinstatement to the retraining program under STAR following termination of the disability, he/she shall be reinstated to STAR.

5. Salary and Benefits

Teachers on STAR shall receive salary and benefits as follows:

- (a) During the first year, seventy-five percent (75%) of the Schedule A Salary to which otherwise entitled; such salary to begin on the first payday of the district school year in which the teacher first begins STAR.
- (b) After completion of a cumulative total of a district full school year on the retraining program, fifty percent (50%) of the Schedule A Salary to which otherwise entitled; such salary to begin on the first payday following the completion of the cumulative district full school year.
The salary under (a) or (b) will be paid on a 26 pay period schedule in accordance with district procedure.
- (c) Commencing with the applicable insurance year or, when applicable, as soon after acceptance to STAR as the provider will allow and can reasonably be effectuated, the district will provide MESSA Super Med I or comparable coverage through one of the providers listed in Article XVIII; and
- (d) Upon providing to the Personnel Office proof of payment, reimbursement of tuition when required under the retraining program.

Teachers on STAR will not be eligible for or entitled to any other contractual benefits including but not limited to salary, insurance, or leave of absence, compensable or not, except that such teachers shall continue to accrue seniority and shall not be subject to loss of seniority due to duration of layoff under Article XIII. A. In the event a teacher ceases to continue the retraining program for any reason other than recall, the teacher shall be deemed to have been laid off as of the teacher's notice of layoff and shall be subject to loss of seniority under Article XIII. A. In the event the layoff exceeds two (2) years.

6. Funding

The district shall create and maintain a STAR account which shall be separate and distinct from all other accounts in the district. Monies shall be credited to the account by the LSEA and the district as follows:

- (a) The LSEA authorizes the district to deduct an additional \$5.00 dues from each teacher's salary for each of the first twenty (20) pay periods of each school year and further authorizes the deposit of such dues into the STAR account; and
- (b) Upon deposit of the additional dues, the district shall deposit an equal amount of money.

The district shall, in its sole discretion, manage the funds in the STAR account and shall credit the account with interest earned, if any.

The district shall provide the salary and benefits set forth in paragraph 5 not to exceed the amount the teacher would otherwise have received if entitled to unemployment compensation benefits plus an amount equal to two days per week substitute teaching pay.

The salary and benefits in excess of such sum shall be transferred from the STAR account to the general account of the district.

By way of example:

- (a) If a teacher on STAR would otherwise be entitled to a biweekly salary of \$700.00 and would be entitled to unemployment compensation of \$197.00/week, the district and STAR account would provide STAR benefits as follows:

Salary = \$700 X 75% =	\$525	(assuming first year)
Insurance =	75	(assuming \$150.00/month)
	<u>\$600</u>	Total benefits
	- 394	U.C. benefits
	<u>\$206</u>	
	- 168	Substitute pay (4 days)
	<u>\$ 38</u>	from STAR account to district general account

- (b) Upon expiration of entitlement to MESC benefits the STAR account would be charged $\$38 + \$394 = \$432.00$.

In the event the salary and benefits paid for a given pay period exceed the amount of money in the account, the excess expenditure by the district shall be deemed a loan from the district to the account which shall be repaid with interest at the rate of 9% per year. Subsequent deposits from dues deductions shall be used first to pay interest, second to repay the loan and third to reimburse the district for current STAR benefits.

In the third year of the Master Agreement no district funds in excess of projected revenues less existing loans plus interest shall be expended for STAR benefits. In an effort to avoid the suspension or reduction of benefits, whether temporary or permanent, the LSEA and the district shall meet annually in July to assess the financial position of the STAR account and may, upon mutual agreement, modify either (a) deposits to the STAR account, (b) STAR salaries and benefits or (c) the number of participants or (d) any combination thereof. No modification shall be valid unless in writing signed by both parties.

In the event the STAR account or the STAR plan be discontinued, whether by mutual agreement or otherwise, after the payment of expenses, if any, of discontinuing the fund, one-half (1/2) shall be paid to the general account of the district and one-half (1/2) shall be paid to the LSEA for disbursement to bargaining unit members.

7. Recall

Teachers on STAR shall retain their contractual rights to recall. If recalled before the mid-point of a definable segment of the retraining program, such as a term or semester, the teacher shall honor the recall unless to do so will result in a failing grade. If recalled after the mid-

point of a definable segment of the retraining program, the teacher shall be entitled to salary in accordance with Appendix A and all other contractual benefits, but shall have the option of honoring the recall or completing the definable segment of the retraining program. If the teacher opts to complete the segment of the retraining program, he/she shall be primarily responsible for the classroom to which recalled including but not limited to lesson plans and grades, and shall teach in such classroom on both of the two (2) days he/she would otherwise be available for substitute teaching. The district may complete the position with substitute teachers, if necessary.

8. MESC Benefits

The district will not dispute the eligibility for MESC benefits of teachers who do not opt for STAR on the basis that, had they opted for STAR, they would have received reasonable assurance of employment. The LSEA will not initiate, encourage or support claims for MESC benefits for periods of layoff during which the teacher has opted for STAR, including but not limited to such benefits for periods of layoff before the start of the school year.

9. Defense

In the event STAR is challenged in any forum, whether in whole or in part, the district and the LSEA shall cooperate in the selection of defense counsel. Costs of defense shall first be charged against the STAR account unless legally prohibited. If such charge is legally prohibited or if the costs of defense exceed the assets of the STAR account, such defense costs shall be shared equally by and between the district and the LSEA.

10. Cooperation In Administration

The district and the LSEA recognize that the STAR concept is a new one and that, in the implementation of the program, there will likely arise questions which have not been specifically considered. The parties pledge to resolve such questions mutually and in good faith and will meet to consider such questions at the request of either party.

Recognizing that there is no contractual obligation to do so, it is the intent of the district to provide notices of layoff simultaneously as it has in the past.

ARTICLE XXI

Contract Administration

A. Negotiating Procedures

1. At least by March 1st of the year of expiration of this Agreement, the LSEA and the Board will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

2. Neither the LSEA nor the Board shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership at large of the LSEA who cast votes, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

B. Contract Maintenance

1. Special conferences for important matters will be arranged between the LSEA President and the Associate Superintendent for Employee Relations and Legal Services, or a designated representative, upon the request of either party. Such meetings shall be between the LSEA representatives and representatives of the Board. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in special conference shall be confined to those included in the agenda.
2. Whenever possible, conferences shall be held between the hours of 7:00 P.M. and 11:00 P.M. If conferences are called by the Board at other hours, the member of the LSEA shall not lose time or pay for time spent in such special conferences.
3. This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
4. Copies of this Agreement shall be printed at the joint expense of the Board and the LSEA and presented to all teachers now employed or hereafter employed by the Board.
5. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
6. Contracts for non-tenure teaching personnel including those recommended for tenure will be issued after April 15 of each year. The contract will contain the current year's salary position until the new Agreement and salary schedule have been negotiated.

Salary agreements for all tenure personnel will be issued only with the consent of the Association while negotiations are pending. It is understood that all individual contracts for the 1976-77 school year and future individual contracts shall be made expressly subject to the

terms and conditions of this Agreement or any successor Agreement between the Board and the Association.

The Association guarantees that it will not interfere with the performance of this section of the Agreement.

ARTICLE XXII

Continuity of Operations

- A. The Association agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from the teaching position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) to occur during the life of this Agreement for any purpose whatsoever.
- B. In the event of any action in violation of the foregoing, the Association agrees to post notices immediately at any or all schools affected, or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is contrary to law, unauthorized by the Association and in violation of this Agreement and shall advise such persons to discontinue immediately said activity, and the Association, further, will use every other means at its disposal to assist in the immediate termination of such activity.
- C. The Association will not directly or indirectly take reprisals against a teacher who continues, or attempts to continue, their contractual duties, or who refuses to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group or organization violating this Article.

ARTICLE XXIII

Rights of the Board

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, its equipment, and its operations.
 - 2. Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.

3. Direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the work force.
 4. Determine the services, supplies, and equipment necessary to continue its operations.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees, including health conditions.
 7. Determine overall goals and objectives as well as the policies affecting the educational programs.
 8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and the table organization.
 10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- C. The Board agrees that prior to subcontracting to any outside source or agency it will meet and consult with the Association regarding the effect of what happens as the result of subcontracting.

ARTICLE XXIV

Duration of Agreement

- A. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.
- B. This Agreement shall be effective as of August 1, 1984, and shall continue in effect until July 31, 1987. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No other organization may ask for exclusive bargaining rights during the fixed term of this Agreement.

BOARD OF EDUCATION

LANSING SCHOOLS EDUCATION
ASSOCIATION

By _____
Myra Ford, President

By _____
Rodney Petersen, President

By _____
Gladys Beckwith, Secretary

By _____
Betty Springer, Secretary

APPENDIX A
TEACHERS' SALARY SCHEDULE
1984 - 1985

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+</u>	<u>M.A.</u>	<u>M.A.+</u>	<u>Ph.D.</u>	<u>Non-degree</u>
1	\$17,370 (1.00)	\$18,065 (1.04)	\$18,760 (1.08)	\$20,149 (1.16)	\$21,539 (1.24)	\$12,716
2	18,065 (1.04)	18,760 (1.08)	19,454 (1.12)	20,844 (1.20)	22,234 (1.28)	
3	19,281 (1.11)	19,976 (1.15)	20,670 (1.19)	22,060 (1.27)	23,450 (1.35)	
*4	20,497 (1.18)	21,191 (1.22)	21,886 (1.26)	23,276 (1.34)	24,665 (1.42)	
<hr/>						
5	21,713 (1.25)	22,407 (1.29)	23,102 (1.33)	24,492 (1.41)	25,881 (1.49)	17,189
6	22,928 (1.32)	23,623 (1.36)	24,318 (1.40)	25,708 (1.48)	27,097 (1.56)	
7	24,144 (1.39)	24,839 (1.43)	25,534 (1.47)	26,924 (1.55)	28,313 (1.63)	
*8	25,360 (1.46)	26,055 (1.50)	26,750 (1.54)	28,139 (1.62)	29,529 (1.70)	
<hr/>						
9	26,576 (1.53)	27,271 (1.57)	27,966 (1.61)	29,355 (1.69)	30,745 (1.77)	19,778**
10	27,792 (1.60)	28,487 (1.64)	29,182 (1.68)	30,571 (1.76)	31,961 (1.84)	
11		29,703 (1.71)	30,398 (1.75)	31,787 (1.83)	33,177 (1.91)	
12			31,613 (1.82)	33,003 (1.90)	34,393 (1.98)	

* Double lines indicate where Professional Growth Steps occur. Additional Professional Growth Steps of \$400 each may be earned at the 17th step of BA and BA+ schedules and at step 16, 19, and 22 of the MA and MA+

** To be paid non-degree teachers who are working towards a degree and who have senior status

APPENDIX A
TEACHERS' SALARY SCHEDULE
1985 - 1986

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+</u>	<u>M.A.</u>	<u>M.A.+</u>	<u>Ph.D.</u>	<u>Non-degree</u>
1	\$18,239 (1.00)	\$18,968 (1.04)	\$19,697 (1.08)	\$21,156 (1.16)	\$22,615 (1.24)	\$13,352
2	18,968 (1.04)	19,697 (1.08)	20,427 (1.12)	21,886 (1.20)	23,345 (1.28)	
3	20,244 (1.11)	20,974 (1.15)	21,703 (1.19)	23,162 (1.27)	24,621 (1.35)	
*4	21,521 (1.18)	22,250 (1.22)	22,980 (1.26)	24,439 (1.34)	25,898 (1.42)	
<hr/>						
5	-22,798 (1.25)	23,527 (1.29)	24,257 (1.33)	25,716 (1.41)	27,175 (1.49)	18,048
6	24,074 (1.32)	24,804 (1.36)	25,533 (1.40)	26,992 (1.48)	28,451 (1.56)	
7	25,351 (1.39)	26,080 (1.43)	26,810 (1.47)	28,269 (1.55)	29,728 (1.63)	
*8	26,627 (1.46)	27,357 (1.50)	28,087 (1.54)	29,546 (1.62)	31,005 (1.70)	
<hr/>						
9	27,904 (1.53)	28,634 (1.57)	29,363 (1.61)	30,822 (1.69)	32,281 (1.77)	20,767**
10	29,181 (1.60)	29,910 (1.64)	30,640 (1.68)	32,099 (1.76)	33,558 (1.84)	
11		31,187 (1.71)	31,917 (1.75)	33,376 (1.83)	34,835 (1.91)	
12			33,193 (1.82)	34,652 (1.90)	36,111 (1.98)	

* Double lines indicate where Professional Growth Steps occur. Additional Professional Growth Steps of \$400 each may be earned at the 17th step of BA and BA+ schedules and at steps 16, 19, and 22 of the MA and MA+

** To be paid non-degree teachers who are working towards a degree and who have senior status

APPENDIX A

TEACHERS' SALARY SCHEDULE
1986 - 1987

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+</u>	<u>M.A.</u>	<u>M.A.+</u>	<u>Ph.D</u>	<u>Non-degree</u>
1	\$19,151 (1.00)	\$19,917 (1.04)	\$20,683 (1.08)	\$22,215 (1.16)	\$23,749 (1.24)	\$14,019
2	19,917 (1.04)	20,683 (1.08)	21,449 (1.12)	22,981 (1.20)	24,513 (1.28)	
3	21,258 (1.11)	22,024 (1.15)	22,790 (1.19)	24,322 (1.27)	25,854 (1.35)	
*4	22,598 (1.18)	23,364 (1.22)	24,130 (1.26)	25,662 (1.34)	27,194 (1.42)	
<hr/>						
5	23,939 (1.25)	24,705 (1.29)	25,471 (1.33)	27,003 (1.41)	28,535 (1.49)	18,950
6	25,279 (1.32)	26,045 (1.36)	26,811 (1.40)	28,343 (1.48)	29,876 (1.56)	
7	26,620 (1.39)	27,386 (1.43)	28,152 (1.47)	29,684 (1.55)	31,216 (1.63)	
*8	27,960 (1.46)	28,727 (1.50)	29,493 (1.54)	31,025 (1.62)	32,557 (1.70)	
<hr/>						
9	29,301 (1.53)	30,067 (1.57)	30,833 (1.61)	32,365 (1.69)	33,897 (1.77)	21,805**
10	30,642 (1.60)	31,408 (1.64)	32,174 (1.68)	33,706 (1.76)	35,238 (1.84)	
11		32,748 (1.71)	33,514 (1.75)	35,046 (1.83)	36,578 (1.91)	
12			34,855 (1.82)	36,387 (1.90)	37,919 (1.98)	

* Double lines indicate where Professional Growth Steps occur. Additional Professional Growth Steps of \$400 each may be earned at the 17th step of BA and BA+ schedules and at steps 16, 19, and 22 of the MA and MA+

** To be paid non-degree teachers who are working towards a degree and who have senior status

APPENDIX B - SCHOOL CALENDAR
1984 - 1985

<u>Month</u>	<u>Instruction Days</u>	<u>Teacher Work Days</u>	<u>Recess</u>	<u>Total</u>
August (3)	29 - 30 - 31	27 - 28 Staff Meetings & Planning		5
September (19)	4 - 5 - 6 - 7 10 - 11 - 12 - 13 - 14 17 - 18 - 19 - 20 - 21 24 - 25 - 26 - 27 - 28		Sept. 3 Labor Day	19
October (23)	1 - 2 - 3 - 4 - 5 8 - 9 - 10 - 11 - 12 15 - 16 - 17 - 18 - 19 22 - 23 - 24 - 25 - 26 29 - 30 - 31			23
November (20)	1 - 2 5 - 6 - 7 - 8 - 9 12 - 13 - 14 - 15 - 16 19 - 20 - 21 26 - 27 - 28 - 29 - 30		Nov.22-23 Thanksgiving Recess	20
December (15)	3 - 4 - 5 - 6 - 7 10 - 11 - 12 - 13 - 14 17 - 18 - 19 - 20 - 21		Dec.24 to Jan.4 Winter Recess	15
January (18)	7 - 8 - 9 - 10 - 11 14 - 15 - 16 - 17 21 - 22 - 23 - 24 - 25 28 - 29 - 30 - 31	18 Record Day		19
February (20)	1 4 - 5 - 6 - 7 - 8 11 - 12 - 13 - 14 - 15 18 - 19 - 20 - 21 - 22 25 - 26 - 27 - 28			20
March (20)	1 4 - 5 - 6 - 7 - 8 11 - 12 - 13 - 14 - 15 18 - 19 - 20 - 21 - 22 25 - 26 - 27 - 28		Mar.29 to Apr. 5 Spring Recess	20
April (17)	8 - 9 - 10 - 11 - 12 15 - 16 - 17 - 18 - 19 22 - 23 - 24 - 25 - 26 29 - 30			17

May (22)	1 - 2 - 3 6 - 7 - 8 - 9 - 10 13 - 14 - 15 - 16 - 17 20 - 21 - 22 - 23 - 24 28 - 29 - 30 - 31		22
June (3) <u>(180)</u>	3 - 4 - 5	6 - 7 Record Day <u>(5)</u>	5 <u>(185)</u>
		May 27 Memorial Day	

1985 - 1986

<u>Month</u>	<u>Instruction Days</u>	<u>Teacher Work Days</u>	<u>Recess</u>	<u>Total</u>
August (3)	28 - 29 - 30	26 - 27 Staff Meetings & Planning		5
September (20)	3 - 4 - 5 - 6 9 - 10 - 11 - 12 - 13 16 - 17 - 18 - 19 - 20 23 - 24 - 25 - 26 - 27 30		Sept. 2 Labor Day	20
October (23)	1 - 2 - 3 - 4 7 - 8 - 9 - 10 - 11 14 - 15 - 16 - 17 - 18 21 - 22 - 23 - 24 - 25 28 - 29 - 30 - 31			23
November (19)	4 - 5 - 6 - 7 - 8 11 - 12 - 13 - 14 - 15 18 - 19 - 20 - 21 - 22 25 - 26 - 27		Nov. 28-29 Thanksgiving Recess	19
December (15)	2 - 3 - 4 - 5 - 6 9 - 10 - 11 - 12 - 13 16 - 17 - 18 - 19 - 20		Dec. 23 to Jan. 3 Winter Recess	15
January (19)	6 - 7 - 8 - 9 - 10 13 - 14 - 15 - 16 20 - 21 - 22 - 23 - 24 27 - 28 - 29 - 30 - 31	17 Record Day		20
February (20)	3 - 4 - 5 - 6 - 7 10 - 11 - 12 - 13 - 14 17 - 18 - 19 - 20 - 21 24 - 25 - 26 - 27 - 28			20
March (19)	3 - 4 - 5 - 6 - 7 10 - 11 - 12 - 13 - 14 17 - 18 - 19 - 20 - 21 24 - 25 - 26 - 27		Mar. 28 to Apr. 4 Spring Recess	19

April (18)	7 - 8 - 9 - 10 - 11 14 - 15 - 16 - 17 - 18 21 - 22 - 23 - 24 - 25 28 - 29 - 30		18
May (21)	5 - 6 - 7 - 8 - 9 12 - 13 - 14 - 15 - 16 19 - 20 - 21 - 22 - 23 27 - 28 - 29 - 30		21
June (3) (180)	2 - 3 - 4	5 - 6 Record Day	5
		<u>(5)</u>	<u>(185)</u>

1986 - 1987

<u>Month</u>	<u>Instruction Days</u>	<u>Teacher Work Days</u>	<u>Recess</u>	<u>Total</u>
August (3)	27 - 28 - 29	25 - 26 Staff Meetings & Planning		5
September (21)	2 - 3 - 4 - 5 8 - 9 - 10 - 11 - 12 15 - 16 - 17 - 18 - 19 22 - 23 - 24 - 25 - 26 29 - 30		Sept. 1 Labor Day	21
October (23)	1 - 2 - 3 6 - 7 - 8 - 9 - 10 13 - 14 - 15 - 16 - 17 20 - 21 - 22 - 23 - 24 27 - 28 - 29 - 30 - 31			23
November (18)	3 - 4 - 5 - 6 - 7 10 - 11 - 12 - 13 - 14 17 - 18 - 19 - 20 - 21 24 - 25 - 26		Nov. 27-28 Thanksgiving Recess	18
December (15)	1 - 2 - 3 - 4 - 5 8 - 9 - 10 - 11 - 12 15 - 16 - 17 - 18 - 19		Dec. 22 to Jan. 2 Winter Recess	15
January (19)	5 - 6 - 7 - 8 - 9 12 - 13 - 14 - 15 19 - 20 - 21 - 22 - 23 26 - 27 - 28 - 29 - 30	16 Record Day		20
February (20)	2 - 3 - 4 - 5 - 6 9 - 10 - 11 - 12 - 13 16 - 17 - 18 - 19 - 20 23 - 24 - 25 - 26 - 27			20

March (20)	2 - 3 - 4 - 5 - 6 9 - 10 - 11 - 12 - 13 16 - 17 - 18 - 19 - 20 23 - 24 - 25 - 26 - 27	Mar.30 to Apr. 3 Spring Recess	20
April (18)	6 - 7 - 8 - 9 - 10 13 - 14 - 15 - 16 20 - 21 - 22 - 23 - 24 27 - 28 - 29 - 30	Apr.17 Recess	18
May (20)	4 - 5 - 6 - 7 - 8 11 - 12 - 13 - 14 - 15 18 - 19 - 20 - 21 - 22 26 - 27 - 28 - 29	May 25 Memorial Day	20
June (3) (180)	1 - 2 - 3	4 - 5 Record Day	5
		<u>(5)</u>	<u>(185)</u>

All elementary teachers shall receive two one-half days each semester for individual planning.

At the elementary level, released time of four one-half days each semester shall be granted for parent-teacher conferences.

In addition to the four half days per semester currently allowed for elementary parent-teacher conferences, two half days per semester shall be allowed for planning time for these conferences. At the teacher's option two of these half days per year may be used for individual planning.

In addition to the eight one-half days per semester currently allowed for Kindergarten parent-teacher conferences, four one-half days per semester shall be allowed for planning time for these conferences.

In the event this calendar conflicts with student instructional day rules and regulations of the State Department of Instruction, the parties agree to mutually determine the manner in which the conflict shall be resolved in order to insure maximum reimbursement for State aid.

APPENDIX C

SECONDARY CLASS SIZE - MAXIMUMS

The course types specified below are based on the degree of individual attention demanded by the course content, safety factors and the needs of the students typically enrolled in such courses. In the event new course offerings are implemented during the course of this Agreement, placement within a type shall be determined jointly by the teacher involved, the department chairperson, the building principal and the Director of Curriculum.

TYPE I (40 Students)

Senior High

Physical Education
Typing
Re-entry

Junior High/Middle School

Physical Education
Typing

TYPE II (35 Students)

Senior High

English:
World Lit.
English Lit.
American Lit.
Contemp. Lit.
Sci. Fiction
Black Lit.
Film as Lit.

Junior High/Middle School

Comm. Arts 1,2

Social Studies:

World History
Afro-Am. History
Am. Indian History
Humanities
Comp. Religion
Economics
Sociology
Social Economics
St. & Loc. Govt.
Psychology
Philosophy
Community Inv.
World Geog.
Comp. Govt.

Explore (7 Elective)
8 Soc. Stud. Elective

Math:

Trig.
Probabilities
Analysis
Geometry 2
Algebra 3, 4

9 E. Algebra
9 Algebra
9 Pre Algebra
8 E. Math
7 E. Math

Business:
Bus. Law
Practical Law

Music:
Beginning Band

Beginning Band

TYPE III (33 Students)

Senior High

Junior High/Middle School

English:
Speech
Drama
Bus. English
(Gen.) English 10,11,12
Power Reading

Speech
Drama
7 English 1,2
8 English 1,2
9 English 1,2

Social Studies:
U.S. History 3,4
Am. Govt.
Prob. Dem.

7 Soc.St. 1,2
8 Soc.St.
9 U.S. History 1,2
8 Humanities
Civics

Math:
Bus. Math
Algebra 1,2
Algebra 1c, 2c
Geometry 1
Math Daily Living

9 Gen. Math 1,2
9 Basic Math 1,2
8 Gen. Math 1,2
7 Gen. Math 1,2

Science:
Biology
Adv. Biology
Chemistry
Advanced Chemistry
Physics
Adv. Physics
Comp. Program

7 Science 1,2
8 Science 1,2
Biology 1,2

Art:
Comm. Art
Gen. Art
Crafts
Design
Adv. Art

Art 1,2

Business:
Shorthand
Forkner
Sales
Mdsg.
Bookkeeping
Consumer Ed.

Gen. Bus.
Consumer Ed.

Home Economics:
Family Living
Soc. Probs.
Home Mgt.
Child Dev.

Foreign Language:
Latin
Spanish
French
German
Russian

Industrial Arts:
Drafting

Health:

French 1,2,3
German 1,2,3
Spanish 1,2,3
Latin 1,2

Drafting
Electronics

Others:
9 Guidance
Consumer Education

TYPE IV (29 Students)

Senior High

English:

Adv. Comp. I
Adv. Placement English
Publications
Journalism
Creative Writing
Lit. Comp
Group Dynam & Nv. Comm.
Bilingual

Math:

Concepts 2
Pre-Algebra

Science:

Natural Science
Physical Science

Home Economics:

Clothing
Foods
Social Econ.
Food Mdsq.
Quan. Cooking
Child Care

Junior High/Middle School

Journalism
Bilingual

Science 1,2 (Physical)
Lab Investigations

Homemaking 1,2,3,4
Exploring Homemaking
Beg. Home Economics

Business:

Record Keeping
Intro. Data Processing
D.P. Lab
General Business
Office Machines
Distributive Ed.

Industrial Arts:

Woods
Metals
Materials Production
Graphics
Photography

Power Mechanics
General Mechanics
Intro. to Industrial Arts
Graphics
Woods
Metals

TYPE V (24 Students)

Senior High

Vocational:

Auto Mech.
Auto Body
Service Station
Drafting and Design
Residential Dev.
Engine Mechanics
Electronics
Appliance Repair
Graphic Shop
Machine Shop
Cosmetology (20)
Dental Services
Hospital Services
Quantity Cooking
Food Merchandising
Quantity Baking
Construction Occupations
Heating, Air Conditioning & Ref.
Hospitality Services
Vocational Comm. Art
Accounting/Computing
Business Block
Clerical Block
Secretarial Block
Data Management Block

Junior High/Middle School

TYPE VI (22 Students)

Senior High

English:
Reading Impr.
Debate

Junior High/Middle School

English:
Reading Impr.

Math:

Fund. Math
Concepts 1
Practical Math

Fund. Math

Industrial Arts:

Am. Industries

Teachers in the Bilingual Instructional Center (BIC) shall not have more than 26 students at one time.

Vocational Senior Co-op Coordinators shall be assigned a maximum of 1 pupil for each 20 minutes of scheduled coordinating time per week.

None of these maximums shall apply to music or study hall.

ACRONYMS

LSEA	Lansing Schools Education Association
ABE	Adult Basic Education
EIP	Elementary Intern Program
PA	Public Act
IEP	Individualized Education Program
IEPC	Individualized Education Program Committee
EPPC	Educational Planning and Placement Committee
K	Kindergarten
PTA	Parent Teacher Association
CPI-U	Consumers Price Index for Urban Consumers
COLA	Cost of Living Adjustment
BA	Bachelor
MA	Master
MSW	Master of Social Work
Ph.D	Doctorate
MESSA	Michigan Education Special Services Association
SM	Super Med
MVF	Michigan Variable Fee
PDP	Prescription Drug Program
ML	Member Liability
COB	Coordination of Benefits
OPC	Out Patient Convalescent Care
CC	Convalescent Care
VST	Voluntary Sterilization
IMB	Immediate Maternity
DCCR	Dependent Coverage
D45NM	Extends Coverage from 120 to 365
SAXF	Sponsored Dependent
PDEL	Medicare Drugs
FAE	Medical Emergencies

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*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

DECEMBER 19, 1984

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EMPLOYEE RELATIONS &
LEGAL SERVICES

EMPLOYEE RELATIONS DIRECTOR
LANSING SCHOOL DISTRICT
519 WEST KALAMAZOO STREET
LANSING, MI. 48933

PREVIOUS AGREEMENT EXPIRED
JULY 30, 1984

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s).

WITH EDUCATION ASSOCIATION; NATIONAL
MICHIGAN

Lansing Mich Sch Dist Bd of Educ Teachers

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1307
2. Number and location of establishments covered by agreement 49
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date _____

Harlow M. Claggett Associate Superintendent Employee Relations & Legal Services

Your Name and Position	Area Code/Telephone Number
519 W. Kalamazoo St. Lansing, MI 48933	517-374-4068
Address	City/State/ZIP Code