

Bind. Act.

6-30-67

E. Lansing
FILE
Ratified
8

Ingham Co.

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

A G R E E M E N T

between the

EAST LANSING BOARD OF EDUCATION

and the

EAST LANSING EDUCATION ASSOCIATION

COVERING THE PERIOD

from

SEPTEMBER 1, 1966

to

JUNE 30, 1967

East Lansing Board of Education

MEA
1216 Hendale
East Lansing, Mich.
48823

EAST LANSING PUBLIC SCHOOLS

CHARLES YOUNG, Superintendent

509 Burcham Drive

East Lansing, Michigan 48823

Telephone 337-1716

September 28, 1966

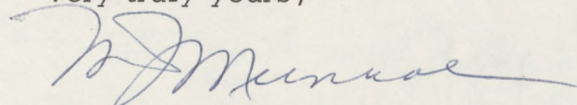
Mr. Kai Erickson
Michigan Education Association
1216 Kendale Boulevard
East Lansing, Michigan

Dear Mr. Erickson:

At the request of Warren A. Richard, member of the negotiating team of the East Lansing Education Association, we are sending you, enclosed herewith, two copies of "Agreement between the East Lansing Board of Education and the East Lansing Education Association Covering the Period from September 1, 1966 to June 30, 1967."

We hope that this document will prove helpful to you.

Very truly yours,



(Mrs.) M. J. Munroe
Secretary to Dr. Young

M
Enclosures

cc: W. Richard - East Lansing High School

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page Number</u>
1	Recognition	2
11	Association, Board, and Teacher Rights	3
111	Teachers' Hours	4
1V	Calendar	5
V	Teaching Loads and Assignments	5
V1	Teaching Conditions	6
V11	Vacancies and Promotions within Bargaining Unit	7
V111	Promotion to Vacancies or New Positions outside the Bargaining Unit	8
1X	Transfers	9
X	Leave Pay	10
X1	Leave of Absence	11
X11	Terminal Leave	14
X111	Teacher Evaluation	14
X1V	Protection of Teachers	16
XV	Negotiation Procedures	17
XV1	Grievance Procedure	18
XV11	Educational Policy	22
XV111	Consultation Procedure	23
X1X	Strike Prohibition	24
XX	Professional Compensation	24
XX1	Miscellaneous Provisions	24
XX11	Duration of Agreement	26
Schedule A	Dues Authorization Form	27
Schedule B	Teachers' Salary Schedule for 1966-1967	28
Schedule C	Extra-Curricular Activities Salary Schedule	29

PROFESSIONAL AGREEMENT

This Agreement entered into this twelfth day of September, 1966, by and between the Board of Education of the School District of the City of East Lansing, Ingham and Clinton Counties, Michigan, hereinafter called the "Board," and the East Lansing Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of East Lansing is their responsibility and mutual aim, and that the character of such education depends significantly upon the quality and morale of the teaching personnel, and that the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize and reduce to writing.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1.

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, librarians, social workers, speech and hearing therapists, advising or critic teachers, teachers of the housebound or hospitalized, attendance or truant officers, school nurses, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding the superintendent and assistant superintendent, directors of special services, instructional services, business services, school psychologists and visiting teachers, principals and assistant principals, and other supervisory and executive personnel and office and clerical employees. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given an opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the local association and the Michigan Education Association (MEA) and/or the National Education Association (NEA) on the dues authorization form attached hereto and marked Schedule A. Such deductions shall commence with the second pay period in October of the school year and continue for thirteen consecutive pay periods thereafter, and such sums deducted as dues shall be remitted not less frequently than monthly to the association. The Board agrees to make deductions for the United Community Chest in a similar manner after January 1, 1967.

D. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted the teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 11.

Association, Board, and Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee, as defined in Article 1 hereof, of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, 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 Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association agrees it will not directly or indirectly coerce or intimidate any teacher to join the Association.

C. The Board and Association specifically recognize the mutual right to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the terms of this Agreement, and both parties agree to be bound by any lawful order or award thereof.

D. The Association and its members shall have the right to use the school building facilities at all reasonable hours for meetings, and such school building facilities shall be made available without cost to the Association or its members. Bulletin boards and other established media of communication shall be made available to the Association and its members. The Association agrees to reimburse the Board for any damage to school equipment entrusted to its use or care upon competent proof that the Association or one of its members intentionally caused any damage to said equipment; Provided, further, that any dispute which may arise as to liability for damages is subject to the grievance and arbitration provisions set forth in Article XVI of this Agreement.

E. The fourth Monday every month shall be reserved from 4:00 p.m. to 5:30 p.m. for Association meetings, and the Board agrees that the high school cafeteria or auditorium shall be available for these meetings without cost to the Association or its members.

F. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements, and allocations in the form such information is furnished by the superintendent of schools to the Board, provided the Board agrees that any such information shall be furnished by the superintendent to the Association not later than 24 hours after it is made available to the Board, and the Board further agrees it will confer with the Association in executive session prior to the adoption of the annual school budget.

G. There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and Constitution of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies, relating to the duties and responsibilities of teachers and their working conditions, which are not inconsistent with the provisions of this Agreement or violative of law. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.

ARTICLE 111.

Teachers' Hours

A. The basic school day for all teaching personnel, including librarians and counselors, shall be from 8:00 o'clock in the morning until 4:00 o'clock in the afternoon. It is recognized by the Association that each teacher is expected to be punctual and regular in his attendance.

B. All teachers, except teachers at William Donley and Towar Gardens Schools, shall be entitled to and receive a duty-free, uninterrupted lunch period equivalent to a regular class hour but in no event less than 50 minutes.

C. All teaching personnel agree to remain an additional one (1) hour after the basic school day for one (1) day per week for staff meetings when said meetings are scheduled; Provided, however, that the superintendent may call additional staff meetings not to exceed four (4) in any one school year.

D. Elementary teachers shall be provided with fifteen (15) minutes of relief time per day to be scheduled by the administration in consultation with the teacher.

E. The Association recognizes the valuable contribution made to the educational program by the parent-teacher associations of East Lansing and agrees that all teachers will make a reasonable effort to attend P-TA meetings.

ARTICLE IV.

Calendar

A. There shall be no more than one hundred ninety (190) paid contractual days in the school year.

B. Prior to the adoption by the Board of the annual school calendar the Board or its representatives agree to schedule a meeting with the duly designated representative of the Association to seek its advice on the content thereof.

ARTICLE V.

Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school shall not exceed thirty hours, and included within said thirty hours shall be a homeroom period, activity period, and four unassigned preparation or planning periods; the normal weekly teaching load at the junior high school shall not exceed twenty-eight hours, which shall include four unassigned preparation or planning periods and two homeroom periods; the normal weekly teaching load in the elementary school shall not exceed twenty-seven and one-half hours; Provided, however, that no elementary classroom teacher shall be required to be present in the classroom during the time students are receiving instruction from a specialist in physical education; Provided, further, that if the classroom teacher and the specialist in art and/or music mutually agree, the elementary teacher shall not be required to be in the classroom during the time students are receiving instruction from a specialist in music or art.

B. Since the pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study. If such an assignment is made, the teacher shall be allowed to submit a written statement regarding his degree of competence in the assigned area.

C. Teachers who will be affected by a change in grade assignments in the elementary-school grades or by changes in subject assignments in the secondary-school grades will be notified and consulted by their principal as soon as practicable and, in any event, prior to August 15 except under extenuating circumstances.

ARTICLE VI.

Teaching Conditions

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

A. The Board recognizes and acknowledges that the pupil-teacher ratio is an important aspect of an effective educational program; the Association recognizes the efforts of the Board to afford adequate physical facilities and necessary staff. In recognition of both parties' aim of providing quality education for the district, the Board agrees to consult with the Association on the minima and maxima class sizes in accordance with the procedures set forth in Article XVlll of this Agreement.

B. The Board recognizes the appropriate texts, library, reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession, and timely provision thereof is absolutely essential for good teaching. The Board or its representatives agree to meet with the duly designated representatives of the Association from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes promptly to implement all joint decisions, consistent with its financial ability to do so, made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. The Board and the Association agree that a teacher's primary responsibility is to teach, and that his energy should, to the extent possible, be utilized to this end. The Board and the Association recognize that teacher aides and part-time clerical employees are useful and necessary in order to implement this principle. Therefore, the Board agrees that it will consult with the Association in accordance with the procedures set forth in Article XVlll of this Agreement on the need, numbers, and kinds of teacher aides and part-time clerical employees.

D. Telephone facilities providing a reasonable degree of privacy shall be made available for teachers' use.

E. The Board shall make available in each school a lunchroom, lounge, and lavatory facilities; Provided, further, that the Board agrees that in new facilities it will furnish a lunchroom, lounge, and lavatory facilities exclusively for teacher use.

F. Parking facilities shall be made available to teachers. A parking area designated for traveling teachers shall be provided at each building.

G. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teacher.

H. 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, martial status, or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VII.

Vacancies and Promotions within Bargaining Unit

A. Whenever a vacancy occurs in a position within the bargaining unit, or a new position is created within the bargaining unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the president of the Association or his designee, and the Association will provide for appropriate posting of said notice in every school building. No permanent appointment to such position or vacancy shall be made until fifteen (15) calendar days have elapsed following giving of said notice to the Association president or his designee. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position, but said temporary assignments shall not extend beyond the balance of the school year. The person temporarily appointed to fill such vacancy or position shall not be given preference for permanent appointment over any applicant from within the unit.

B. Any teacher may apply for such vacancy or new position. In filling such vacancy or new position, the Board agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position or vacancy unless his qualifications therefor shall be superior to applicants with greater service. The Board declares its support of a policy of promotion from within its own teaching staff; Provided, however, that the Association recognizes the Board shall not be limited in the selection of personnel to fill vacancies or new positions to applicants from within the unit or to the person temporarily assigned to the position or vacancy before the termination of the school year in which the vacancy occurs or the position is created. For purposes of this Article, "service" in the system shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE VIII.

Promotion to Vacancies or New Positions outside the Bargaining Unit

A. Whenever a vacancy occurs in any supervisory, executive, or administrative position outside of the bargaining unit, or a new position of like nature is created outside of said unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the president of the Association or his designee, and the Association will provide for appropriate posting of said notice in every school building. No permanent appointment to such vacancy or position shall be made until fifteen (15) calendar days have elapsed following the giving of said notice to the Association president or his designee. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position, but said temporary assignments shall not extend beyond the balance of the school year.

B. Teachers who desire to apply for the position shall file their applications in writing with the superintendent. The Board shall consider all applications and shall make the permanent appointment as soon as is practicable. It is recognized that the right of selection of personnel to fill said vacancy or position remains within the discretion of the Board, but the Board further agrees and recognizes support of a policy of promotion from within its own teaching staff to the vacancies and new positions under this Article.

ARTICLE 1X.

Transfers

The Board and the Association recognize that some transfer of teachers from one school to another is unavoidable, that frequent transfers of teachers are disruptive of the educational process but may be necessary and beneficial to the teacher, student, and educational program; and, therefore, it is agreed as follows:

A. To the extent possible no probationary teachers shall be involuntarily transferred.

B. Subject to the provisions of Section A above, when involuntary transfers are necessary, an effort shall be made to transfer teachers with lesser service in the school system. Teachers being involuntarily transferred will be transferred only to comparable positions.

An involuntary transfer shall be made only after a meeting between the teacher involved and the superintendent or his designee, at which time the teacher shall be notified of the reasons for the transfer. In the event the teacher objects to the transfer at this meeting, upon the request of the teacher, the Association shall be notified, and the superintendent or his designee shall meet with the Association's representative to discuss the transfer.

C. In the determination of assignment and transfers the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and pupils. An involuntary assignment or transfer shall be made only after a meeting between the teacher involved and the superintendent or his designee, at which time the teacher shall be notified of the reasons of the assignment or transfer. In the event a teacher objects to the assignment or transfer at this meeting, the Association will, upon request of such teacher, send a representative to meet with the superintendent or his designee to discuss the assignment or transfer.

D. Any teacher who shall be transferred or assigned to a position or vacancy outside of the bargaining unit and shall later return to a position within the bargaining unit shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer or assignment to a position outside of the bargaining unit.

ARTICLE X.

Leave Pay

A. Any person in the bargaining unit absent from duty because of personal illness or injury shall be paid his full salary for the period of such absence not to exceed a total of ten (10) working days in any one year except where additional sick-leave days have been accumulated. The days of sick leave shall be credited to the teacher on the first day he reports for duty in each school year.

B. At the beginning of each school year each teacher shall be credited with the number of days of sick leave not used during the prior school year. As of the effective date of this Agreement, unused sick-leave days may be accumulated from year to year up to one hundred twenty (120) days.

C. If, at the beginning of any school year, a teacher is ill and unable to resume his teaching duties in the school system, and such teacher has unused accumulated sick-leave days at the end of the prior school year, he will be allowed to use such previously accumulated sick-leave days while he remains ill and unable to work, provided he is not otherwise employed and is not of retirement age. For the period the teacher is unable to resume his teaching duties under this paragraph, he shall not accumulate any further sick-leave days until the time he has returned to teaching.

D. The Board agrees to provide without cost to each teacher an income continuation plan for disability extending beyond the teacher's accumulated sick leave. The plan shall guarantee continuation of 60% of the teacher's income from salary and supplemental incomes averaged monthly, including benefits received from primary social security, workmen's compensation, or any other employer-sponsored plan. Benefits may be paid greater than 60%, but not more than 90%, of a teacher's income when income is available from social security dependents' benefits or the Michigan Public School Employees' Retirement Fund. Benefits will continue to age 65 for illness or up to a lifetime if a result of accident.

E. Where a teacher's illness extends beyond seven (7) days, the Board may require an examination by a physician of its choice, but such examination shall be at the Board's expense, and the teacher shall receive a copy of any report furnished to the Board or its designated agent by said physician.

F. Any teacher absent because of injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the allowance under the workmen's compensation and his regular salary. The Board's contribution shall be charged against and shall not exceed the teacher's earned and accumulated sick leave.

G. Only personal illness or disability and/or emergency medical procedures are covered by this sick-leave policy. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.

ARTICLE XI.

Leave of Absence

A. Any teacher whose illness or accident requires him to be absent from his duties beyond the amount of earned and accumulated sick leave provided in Article X hereof shall be granted a leave of absence for such time as shall be necessary for a complete recovery from such illness and shall be compensated while on such leave of absence in accordance with the provisions of Article X. Upon return from any leave, under this Article, a teacher shall be restored to the same position if available or to a substantially equivalent position with no loss of benefits.

B. Leaves of absence with pay chargeable against the teacher's sick-leave allowance shall be granted for the following reasons:

(1) A maximum of five days per school year for a critical illness in the immediate family, certified by the attending physician or doctor; for purposes of this sub-paragraph, "immediate family" shall include the teacher's mother and father, father-in-law or mother-in-law, and spouse and children.

(2) One day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.

(3) Time necessary for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance.

C. Leaves of absence with pay not chargeable against the teacher's sick-leave allowance shall be granted for the following reasons:

(1) A maximum of five days per school year for death in the family defined to include spouse, children, mother, father, sister, brother, and corresponding in-laws.

(2) Absence when a teacher is called for jury service except that the compensation for jury service in combination with Board supplementary pay shall not exceed the teacher's regular rate of pay.

(3) Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend any proceedings.

(4) For attending educational conferences or conventions in accordance with Board policy number 4131.42.

(5) One day per school year for visitation to other schools when approved by the superintendent of schools.

(6) Time necessary to take the selective service physical examination.

(7) The building principal may approve an absence for not to exceed one day per year for personal business which, because of its nature, cannot be scheduled outside of school hours upon application therefor in writing by the teacher. In case of an emergency for reasons other than an illness, the building principal may excuse absences without loss of salary up to half of a regular school day. The superintendent may grant such absences for a half day or more without loss of salary.

(8) The teacher shall give as much notice as possible in connection with any leave provided under this Article.

D. Leaves of absence for up to one (1) year without pay may be granted upon application for professional enrichment. The regular salary increment accruing during such period shall be allowed, and such leave benefits provided in this agreement, but not disability benefits, shall accumulate and be paid during such period, provided the teacher securing a leave of absence for professional enrichment returns to the school system at the end of one (1) year.

E. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except, that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. A request for a leave of absence under this paragraph shall be filed not more than two months after the pregnancy is determined, certified in writing by the teacher's physician. A teacher shall be entitled to return from such leave at any time within two (2) years. A teacher desiring to return from a maternity leave shall give written

notice of such intention to the superintendent of schools not later than ninety (90) days before the end of the preceding school term. A teacher returning from maternity leave shall be returned to the same or a substantially equivalent position.

F. The Board agrees that, commencing with the 1967-1968 school year, it shall provide a sabbatical-leave program for such persons within the bargaining unit. The Board further agrees to enter into immediate negotiations to determine the details of the sabbatical-leave program to be effective commencing with the 1967-1968 school year.

G. Teachers who are elected to the office of president of the MEA or NEA shall be given a leave of absence not to exceed one year, without pay. A teacher given such a leave of absence without pay shall receive credit for the annual salary increments on the schedule during such absence, and, in addition thereto, sick-leave and income continuation benefits provided for under this Agreement shall accumulate and be paid during such leave of absence.

H. Any teacher who has left or leaves a teaching position, other than a temporary teaching position, in the school district in order to serve in any branch of the Armed Services of the United States shall have any and all benefits and rights and be subject to any limitations imposed by the provisions of Act 145 of the Public Acts of 1943, as amended, Universal Military Training and Service Act, 50 APP. USCA, Sec. 459, as amended, and any other federal or state law which would govern or have any application to the re-employment rights of any teacher who has left or leaves to serve in any branch of the Armed Services of the United States.

I. The Board shall grant a leave of absence not to exceed two years, without pay, to any teacher who is campaigning as an active candidate or is elected to serve in any public office at the state or national level or any local office which would require the full time of the teacher.

J. The president of ELEA shall have time off during his term of office equal to 1/5 of his normal teaching duties. The Association agrees to pay the cost of a substitute when the president of ELEA is not performing his normal teaching duties as provided herein. The Board agrees to pay the full salary for the president of ELEA for attendance at leadership conferences not to exceed a total of three days in any one school year. Time off for other officers of ELEA shall be granted by the Board not to exceed three days per officer in any one school year but without compensation.

ARTICLE X11.

Terminal Leave

A teacher who separates from the East Lansing school system for retirement purposes in accordance with the provisions of the State Retirement Act shall be paid for 50% of his unused sick leave up to a maximum of 50 days at the rate of \$20.00 per day; Provided, however, that if such teacher retires because of total or permanent disability under the State Retirement Act, he shall receive and be paid his full accumulated sick-leave benefits.

ARTICLE X111.

Teacher Evaluation

A. The Association and the members thereof recognize the necessity of a program for evaluation of teacher performance. Correspondingly the Board recognizes the interest and concern of the Association and its members in such a program and recognizes and agrees that all monitoring or observation of the work performance of the teacher shall be conducted openly and with full knowledge of the teacher; that the use of eavesdropping, closed circuit television (provided, that when closed circuit television is utilized, it shall be with the knowledge of the teacher, and any evaluation material gathered as a result of such observation shall be placed in the personnel file), public-address or audio systems, and similar surveillance devices shall be strictly prohibited.

The Association and Board agree that the present evaluation program shall continue for the duration of this Agreement. The Board further agrees forthwith to meet and negotiate with the Association and its duly designated representatives to formulate and agree upon a mutually acceptable program for evaluation of teacher performance, to become operative commencing with the opening of the 1967-1968 school year.

B. Each teacher or member of the bargaining unit, as defined in this Agreement, shall have the right upon request to review the contents of his personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The teacher and the representative of the Association, if any, shall review said file in the office of the administrator responsible for the safekeeping of said file. Confidential

credentials, letters of reference from universities, individuals, or previous employers are specifically exempted from review unless the Board or any of its agents, supervisors, or administrators rest any decision or discipline in any form on the contents of such confidential credentials or said letters of reference, and under those circumstances, said teacher shall have a full opportunity to examine such documents and offer such explanation as he deems necessary or warranted. The administrator in charge of the personnel file shall, in the presence of the teacher or the representative of the Association, if any, remove the confidential credentials, letters of reference from universities, individuals, or previous employers from the file prior to a review of same by the teacher and the Association representative, if any, except when said confidential credentials or letters of reference are utilized or made the basis of any administrative decision or discipline in any form. All communications, including evaluations, by East Lansing school district administrators, commendations, or validated complaints directed toward the teacher which are included in the personnel file shall be called to the teacher's attention, and he shall have an opportunity to review same at or prior to the time of inclusion in the personnel file.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any reason. When a request for such a representative is made, no teacher shall be reprimanded, warned, or disciplined for any reason until the representative of the Association is present. If the reprimand, warning, or discipline is made verbally to the teacher, he may in his sole discretion request that such reprimand, warning, or discipline be reduced to writing.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation, or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof, shall be subject to the Professional Grievance Procedure hereinafter set forth; Provided, however, that any matter within the jurisdiction of the State Tenure Commission and any adverse teacher evaluation may be processed through Level Four of the Professional Grievance Procedure but shall not be arbitrable, except that whether the Board and its administrative staff are adhering to presently established evaluation procedures shall be subject to arbitration.

E. In regard to probationary teachers at least two (2) written evaluations will be made each school year by the principal or immediate supervisor, and a copy of each evaluation will be presented to the probationary teacher. In the event that a probationary teacher is denied tenure or is served with a notice of dismissal in accordance with the Michigan Teacher Tenure Law, said action shall be subject to the Professional Grievance Procedure hereinafter set forth through Level Four but shall not be arbitrable.

ARTICLE XIV.

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of a teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. The Board agrees to provide in each classroom a locked file cabinet or desk for the storage and safekeeping of valuables and items of personal property essential to discharge of teaching duties, including clothing and personal property of the teacher.

C. Any complaints by a parent regarding a teacher made to any administrator shall be communicated to the teacher if, in the opinion of the principal, such action serves the best interest of the teacher and the educational program, or if the complaints are to be noted in the teacher's personnel file.

D. Teacher shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.

E. Time lost by any teacher in connection with any proceeding, including legal, arising out of an assault upon the teacher or disciplinary action taken by a teacher shall be without loss of pay unless it is ultimately determined the teacher was at fault.

ARTICLE XV.

Negotiation Procedures

The Board agrees it will not alter, change, revise, modify, or eliminate any present Board policy not expressly covered by this Agreement, affecting rates of pay, wages, hours of employment, or other conditions or duties and responsibilities of teachers and their working conditions without giving prior written notice of such proposed action and affording the Association an opportunity to be heard on such proposed action; Provided, that no such action taken under this Article by the Board shall be inconsistent with the provisions of the Agreement or violative of law. The Board agrees to follow the same procedure with regard to any new policy to be adopted by the Board during the life of this Agreement which would affect the rates of pay, wages, hours of employment, or other conditions, including the duties and responsibilities of teachers and their working conditions; Provided, further, that the Board agrees that it will not adopt any new policy under this Article which is inconsistent with the provisions of this Agreement or violative of law.

ARTICLE XVI.

Grievance Procedure

A. Definitions:

1. A "Grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or application of any of the provisions of this Agreement. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above shall not constitute a grievance.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

2. Grievance Steps:

(1) Level One. A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's school representative, with the objective of resolving the matter informally.

(2) Level Two.

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he may file the grievance in writing with the chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee") within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the chairman shall refer it to the superintendent of schools.

(b) The superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the superintendent, the superintendent shall meet with the aggrieved person or Association representative in an effort to resolve the grievance.

(c) If a teacher does not file a grievance in writing with the chairman of the PR & R Committee and the written grievance is not forwarded to the superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Five.

(3) Level Three. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after he has first met with the superintendent, he may file the grievance in writing with the chairman of the PR & R Committee within five (5) school days after a decision by the

superintendent, or fifteen (15) school days after he had first met with the superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the chairman of the PR & R Committee shall refer it to the Board. Within ten (10) school days after receiving the written grievance, a committee of the Board shall meet with the aggrieved person and Association representative, if any, for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall, however, be rendered by the full Board.

(4) Level Four.

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Board committee, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after he has first met with the Board committee, whichever is sooner, request in writing the chairman of the PR & R Committee to submit his grievance to mediation. If the PR & R Committee determines that the grievance is meritorious, it may by written notice to the Board submit the grievance to the State Labor Mediation Board for mediation within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to mediation, the parties, with their respective representatives, shall meet with the State Labor Mediation Board or its designated representative in an attempt to mediate and settle the grievance.

(5) Level Five.

(a) If the grievance has not been resolved by mediation, as provided in Level Four, the aggrieved person within ten (10) days after he has first met with the State Labor Mediation Board may request in writing the chairman of the PR & R Committee to submit his grievance to arbitration if the Agreement provides the grievance is one which may go to arbitration. If the PR & R Committee determines that the grievance is meritorious, that it involves the interpretation, meaning, or application of any of the provisions of this Agreement, and that submitting it to arbitration is in the best interests of the East Lansing school system, it may by written notice to the Board, submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Grievances which do not involve the interpretation, meaning, or application of any of the provisions of this Agreement may be processed through Level Four, but shall not be arbitrable.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board committee and the PR & R Committee shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, including the selection of an arbitrator.

(c) The arbitrator so selected shall confer with representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power and authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances involving the interpretation, meaning, or application of any of the provisions of this Agreement shall be final and binding.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

D. Rights of Teachers to Representation:

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the PR & R Committee, or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous:

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of teachers, the PR & R Committee may submit such grievance to the superintendent in writing, and the processing of such grievance shall be commenced at Level Two.

2. Decisions rendered at Levels One, Two, Three, and Four of the grievance procedure shall be in writing, setting forth the decision and reasons therefor and shall be transmitted promptly to all parties in interest and to the chairman of the PR & R Committee. Decisions rendered at Level Five shall be in accordance with the procedures set forth in Section C, paragraph (5) (c).

3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared and given appropriate distribution by the superintendent to facilitate operation of the grievance procedure.

5. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure; Provided, however, that nothing contained herein shall deprive any teacher of any legal right which he presently has.

ARTICLE XV11.

Educational Policy

Matters and policies involving curriculum, staff utilization, school design, and teaching equipment are matters of joint concern, and the Board agrees to consult with the Association in accordance with the procedures set forth in Article XV111 of this Agreement.

ARTICLE XVIII.

Consultation Procedure

A. The consultation procedure shall be as follows:

1. If a proposal is initiated by the Association, it shall be submitted in writing with the request for a meeting to the superintendent or his designee, who shall acknowledge receipt within three (3) days thereafter and meet with the Association to discuss the proposal within fifteen (15) days thereafter. If, as a result of this meeting or subsequent meetings arranged to the mutual satisfaction of the Association and the superintendent or his designee, agreement is reached on the proposal, it shall be presented to the Board as a joint recommendation of the superintendent and the Association. If such discussions do not result in agreement, or if the Association is dissatisfied with the course of discussions with the superintendent, the Association may so notify the Board in writing and shall have the right to present its proposal directly to the Board in a working session not more than one (1) month thereafter.

2. If a proposal is initiated by the Board or the superintendent, the superintendent or his designee may submit the same in writing to the Association, which shall acknowledge receipt within three (3) days thereafter and meet with the superintendent or his designee to discuss the proposal within fifteen (15) days. Thereafter the procedure shall be as set forth in paragraph 1 above.

3. Any proposal adopted by the Board and initiated or approved by the Association shall be reduced to writing, signed by the Board and the Association, and shall, when appropriate, become an addendum to this Agreement. In any discussions as aforesaid, the Board or the Association may utilize the services of outside consultants and may call upon professional and lay representatives to participate.

B. Further, the Board recognizes the Association's contributions to date and desires to encourage the active participation of teachers in the development and implementation of the best possible educational programs for the school children of East Lansing, including state and federal aid programs. To this end, the Association will appoint an Educational Improvement Committee of not fewer than ten (10) teachers to be chaired by a classroom teacher, which will be responsible for developing recommendations to the Board in the field of educational programs. The Board agrees that the superintendent or his designees will meet and consult regularly with said

committee once a month, after classroom school hours, so that there may be a full and free exchange of information and opinion.

C. The provisions of this article are in no way intended to replace or supplant the existing organization for curriculum improvement.

ARTICLE XIX.

Strike Prohibition

The Association shall at no time direct, instigate, participate in, encourage, or support any strike, work stoppage, or sanction (except that the prohibition in this article as applied to sanctions shall only be applicable to the expressed terms and conditions and rights under this Agreement) of any type against the Board or the school district by any teacher or group of teachers. Any withholding of services or work stoppage encouraged, authorized, or supported by the Association while grievance procedures are in process shall constitute the basis of immediate discontinuation of the grievance process.

ARTICLE XX.

Professional Compensation

Salaries of teachers covered by this Agreement and extra compensation for extra-curricular activities are set forth in schedules B and C, which are attached to and incorporated as a part of this Agreement.

The Board or its representatives further agree to commence negotiations with the Association not later than October 1, 1966 with regard to salaries, benefits, and working conditions to be included in a contract for the school year of 1967-68 and further agree to submit to the electors of the school district not later than June 1, 1967 a millage proposal to finance any agreement arrived at as a result of said negotiations.

ARTICLE XXI.

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil.

C. The Association shall be duly advised by the superintendent of fiscal, budgetary, and tax programs affecting the district, and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

E. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

F. Copies of this Agreement shall be printed at the joint expense of the Board and the Association and presented to all teachers now employed or hereafter employed by the Board.

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

H. A teacher required by the Board to engage during the school day in professional negotiations on behalf of the Association with any representative of the Board or required to participate in any professional grievance procedure, including arbitration, shall be allowed to make arrangements to be relieved of regular classroom commitments without loss of salary.

I. A teacher shall be released from regular duties without loss of salary at least two days each school year for the purpose of participating in area or regional meetings of the Michigan Education Association.

J. For the duration of this Agreement the Board agrees to pay up to \$15.00 toward the cost of any physical examination required of new teachers coming into the system.

ARTICLE XX11.

Duration of Agreement

This Agreement shall be effective as of September 1, 1966 and shall continue in effect until June 30, 1967. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF THE CITY OF EAST LANSING,
INGHAM AND CLINTON COUNTIES,
MICHIGAN

By James D. Shaffer
Its President

By Roy A. Paff
Its Secretary

EAST LANSING EDUCATION ASSOCIATION

By Gerald L. Bartlett
Its President

By Florence E. Lestuzzi
Its Secretary

SCHOOL DISTRICT OF THE CITY OF EAST LANSING
East Lansing, Michigan

DUES AUTHORIZATION FORM

MICHIGAN EDUCATION ASSOCIATION
ANNUAL ENROLLMENT FORM 1966-67

DATE _____ REGION _____

DO NOT WRITE IN THIS BOX [] SOCIAL SECURITY NUMBER [] MEA DISTRICT []

NAME MR. MRS. MISS DR. _____ MEMBERSHIP TYPE _____

ADDRESS _____ SCHOOL PHONE _____

CITY _____ STATE _____ ZIP CODE _____

SCHOOL SYSTEM _____ SCHOOL BUILDING _____

SCHOOL DISTRICT NO. _____ TWP. _____ COUNTY _____

HIGHEST DEGREE HELD

1. NONE

2. BA-BS.

3. MA-MS.

4. SPECIALIST

5. DOCTORATE

PRESENT POSITION

01. - ELEM. TEACHER

02. - SEC. TEACHER

03. - ELEM. PRIN.

04. - SEC. PRIN.

05. - SUPT.

06. - OTHER

FULL CASH PAYMENT PAYROLL DEDUCTION

BE SURE TO FILL OUT BOXES BELOW

MEA DUES \$36	NEA DUES \$10	MEA DISTRICT DUES	TOTAL
\$ _____	\$ _____	\$ _____	\$ _____

DO NOT FORWARD DISTRICT DUES TO STATE OFFICE

77827

SEE REVERSE SIDE BEFORE FILLING OUT THIS FORM

WRITE FIRMLY AND LEGIBLY

SCHEDULE B

SCHOOL DISTRICT OF THE CITY OF EAST LANSING
East Lansing, Michigan

Teachers' Salary Schedule for 1966-1967

Steps	B. A. Salary	Steps	M. A. Salary
1	\$5,600.00	1	\$5,800.00
2*	5,900.00	2*	6,100.00
3	6,200.00	3	6,400.00
4	6,500.00	4	6,900.00
5*	6,700.00	5*	7,100.00
6	6,900.00	6	7,300.00
7	7,100.00	7	7,500.00
8*	7,300.00	8*	7,700.00
9	7,500.00	9	7,900.00
10*	7,700.00	10*	8,100.00
11	7,900.00	11	8,300.00
12	8,000.00	12	8,500.00
13*	8,100.00	13*	8,700.00
14	8,200.00	14	8,900.00
15	8,300.00	15	9,100.00
16*	8,400.00	16*	9,300.00
17	8,500.00	17	9,500.00

* Evaluation required prior to advancement to next step

Probationary Class

Steps 1 - 2, inclusive

Professional Class

Steps 3 - 10, inclusive

Career Class

Steps 11 - 17, inclusive

SCHEDULE C

SCHOOL DISTRICT OF THE CITY OF EAST LANSING
East Lansing, Michigan

Extra-Curricular Activities Salary Schedule for 1966-1967

Assignment	Unit Value	First Year	Second Year	Third Year
Senior Class Advisor	2	\$250.00	\$300.00	\$350.00
Junior Class Advisor	1	125.00	150.00	175.00
Junior Class Advisor	1	125.00	150.00	175.00
<u>Trojan Trumpet</u> Advisor	1-3/4	218.75	262.50	306.25
<u>Trojan Trumpet</u> Advisor	1-3/4	218.75	262.50	306.25
<u>Ceniad</u> Advisor	1-3/4	218.75	262.50	306.25
<u>Ceniad</u> Advisor	1-3/4	218.75	262.50	306.25
Dramatics Coach (2 plays)	2	250.00	300.00	350.00
Instrumental Music Director	3	375.00	450.00	525.00
Vocal Music Director (2)	2	250.00	300.00	350.00
Visual Aids (Maintenance)	2	250.00	300.00	350.00*
Visual Aids (Scheduling)	2	250.00	300.00	350.00*
Student Store Advisor	3-1/2	437.50	525.00	612.50
Debate Coach	3-1/2	437.50	525.00	612.50
Cheerleader Sponsor	3-1/2	437.50	525.00	612.50

* A fourth step has been added in the amount of \$400.00.

Unit value: 1 year.....\$125.00
 2 years..... 150.00
 3 years..... 175.00

SCHEDULE C (Continued)

Extra-Curricular Activities Salary Schedule for 1966-1967 (Continued)

Assignment	Unit Value	First Year	Second Year	Third Year
Head Football Coach	6	\$750.00	\$900.00	\$1050.00
Assistant Football Coach (4)	3-1/2	437.50	525.00	612.50
Frosh Football Coach (2)	3	375.00	450.00	525.00
Head Basketball Coach	6	750.00	900.00	1050.00
Assistant Basketball Coach	3-1/2	437.50	525.00	612.50
Frosh Basketball Coach (2)	3	375.00	450.00	525.00
Head Baseball Coach	3-1/2	437.50	525.00	612.50
Assistant Baseball Coach	2	250.00	300.00	350.00
Head Track Coach	3-1/2	437.50	525.00	612.50
Assistant Track Coach	2-1/2	312.50	375.00	437.50
Head Wrestling Coach	3-1/2	437.50	525.00	612.50
Assistant Wrestling Coach	2	250.00	300.00	350.00
Head Swimming Coach	3-1/2	437.50	525.00	612.50
Assistant Swimming Coach	2	250.00	300.00	350.00
Tennis Coach	2	250.00	300.00	350.00
Golf Coach	2	250.00	300.00	350.00
Cross Country Coach	2	250.00	300.00	350.00
Athletic Director	5-1/2	687.50	825.00	962.50

Unit value: 1 year.....\$125.00
 2 years..... 150.00
 3 years..... 175.00