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AGREEMENT

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Michigan State University

between the

EAST LANSING BOARD OF EDUCATION

and the

EAST LANSING EDUCATION ASSOCIATION

COVERING THE PERIOD

from

July 1, 1969

to

MEA
1216 Stendale
East Lansing, Mich.
48823

June 30, 1970

East Lansing Board of Education

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PROFESSIONAL AGREEMENT

This Agreement entered into this 1st day of July, 1969, 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 I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, departmental chairmen, grade level chairmen, guidance counselors, librarians, speech therapists, school nurses, employed or to be employed by the Board (whether or not assigned to a public school building) but excluding only the superintendent and assistant superintendent, directors of personnel services, pupil personnel services, instructional services, and business services, controller, school plant manager, school psychologists and administrative assistants, principals and assistant principals, interns, 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 units as above defined, and reference 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.

ARTICLE II

Association and Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board defined in Article I hereof, 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 nor 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 nor 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 a 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 shall have the right to use the school building facilities at all reasonable hours for meetings and equipment normally available for teachers' use at all reasonable hours without cost to the Association for Association business. The Association shall pay for the reasonable cost of all materials and supplies incident to the use of said equipment. Use of facilities and equipment must not interfere with the instructional program. 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 damages 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 of 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 auditorium or MacDonald Cafetorium 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, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and students, together with information which may be necessary for the Association to process any grievance or complaint.

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 any 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 in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital 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 for all pupils.

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

ARTICLE III

Board Rights

A. There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions 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 IV

Deductions for Professional Dues

A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues of the local association, the Michigan Education Association (MEA)

and the National Education Association (NEA). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 14th of any year said authorization is formally revoked by the teacher in writing, and copies thereof are delivered to the Association and the Board. Such deductions shall commence with the second pay period in September and continue for nine consecutive months thereafter on the first pay period of each month, and such sums deducted as dues shall be remitted not less frequently than monthly to the Michigan Education Association, accompanied by a list of teachers from whom the deductions have been made at the time of the first deduction and then only additions and subtractions thereafter. The Board agrees to make deductions for the United Community Chest, commencing with the first pay period in January and continuing for nine consecutive pay periods thereafter.

ARTICLE V

Teachers' Hours and Class Loads

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, but said personnel shall not be prevented from leaving their assigned school prior to 4:00 o'clock in order to proceed to another location for the purpose of participating in professional activities in which their attendance is required. Special education teachers shall have adjusted schedules, conforming to special circumstances

but commensurate with normal schedules. It is recognized by the Association that each teacher is expected to be punctual and regular in his attendance.

B. All teachers shall receive a duty-free, uninterrupted lunch period of no less than fifty (50) minutes.

C. All teaching personnel agree to remain one hour per week after the basic school day for a building or departmental staff meeting called by the principal when said meeting is scheduled. An unscheduled meeting may be called by the principal for emergency reasons. The Superintendent may call general staff meetings not to exceed four in any school year.

D. Elementary teachers shall be provided with fifteen minutes of relief time per day, which relief time shall be scheduled between 8:30 a.m. and 3:00 p.m. and provided further that the lunch period shall not be construed to be relief time.

E. The Association recognizes the valuable contribution made to the educational program by the parent-teacher associations of East Lansing, the Middle School Councils, and the Trojan Triangle and agrees that all teachers will make a reasonable effort to attend the PTA and/or Trojan Triangle and/or Middle School Councils meetings.

F. Teachers of music and art, librarians, speech therapists, and all special education teachers shall be provided with relief and preparation time at least to the same extent as other teachers in the district.

G. The normal weekly teaching load in the Senior High School shall not exceed thirty (30) hours, and included within said thirty (30) hours shall be a home room period, activity period and four (4) unassigned uninterrupted seventy (70) minute preparation or planning periods which may be adjusted in accordance with necessary modification of the daily school schedule. The normal weekly teaching load in the Middle School shall not exceed twenty-five (25) hours and twenty (20) minutes which shall include not more than two flexible periods; provided that all full time teachers in the Middle School shall normally have no less than three hundred (300) minutes of individual planning time per week; provided further that all full time teachers assigned to academic teaching teams in the Middle School shall normally have 275 minutes of team planning time per week. All middle school teachers shall attend two (2) evening meetings per semester which meetings shall be scheduled by the building principal. The normal weekly teaching load in the elementary school shall not exceed twenty-five (25) hours exclusive of relief and preparation time; provided further, that the time between 3:00 P.M. and 4:00 P.M. shall be scheduled exclusively for individual elementary teacher planning time; and the time between 8:00 A.M. and 8:20 A.M. shall be exclusively reserved and devoted for teacher preparation time; also during the term of this Agreement, the nine (9) one-half days reserved for professional development services shall be scheduled exclusively for planning time at the elementary level; provided further, the

elementary teacher shall be required to be in the classroom during the time students are receiving instruction from a specialist in art or music, unless mutually agreed otherwise with such specialist.

ARTICLE VI

Teaching Conditions

A. The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of the Association, 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.

B. Any teacher who believes in his professional judgment that a teacher overload condition "as defined in this Article" exists or where the Association believes a teacher overload condition exists, the teacher or group of teachers or the Association shall have the right to submit a grievance in writing to the building principal of the teacher, setting forth the reasons why in his, their or its professional judgment a teacher's overload condition exists. Such a grievance shall then be processed in accordance with Grievance and Arbitration procedures of this Agreement and such grievance shall be arbitrable.

(1) "teacher overload" is defined as the assignment of pupils to any teacher, a group of teachers which in total

number or in the assignment of pupils to any individual teacher, class or group is, in the professional judgment of the teacher, group of teachers, or Association, excessive. In determining whether a claim of teacher overload exists, the Board and Association agree the following factors, among others, shall be taken into consideration: individual class size, combined student load, number of preparations or classes, time for planning and preparation, nature of the learning activity, paraprofessional assistance, number of teachers interacting with a group, teaching equipment and materials, building space and facilities, and the nature of students.

(2) The Board agrees to submit to the Association at least twenty-one (21) days after the beginning of each semester a compilation of pupils assigned to each teacher, grade or group of teachers in the district.

(3) Where it is determined that the claim of teacher overload is valid, the Board agrees to immediately take whatever steps are necessary to correct the overload situation, including the hiring of additional staff.

C. The Board recognizes that appropriate texts, library, reference materials, 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 purposes 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.

D. To relieve teachers of clerical, cafeteria, hall duty and playground duty, the Board agrees to engage not less than seven (7) full time aides for the secondary schools, three (3) to be assigned to the high school and two (2) to be assigned to the middle school and to provide not less than the level of teacher aides which existed in the elementary schools during the 1968-1969 school year, for teachers' exclusive use. By way of illustration, the aides will handle hall duty, clerical, cafeteria, playground duty, engineering of supplies and equipment, collecting money for milk, and standard, non-professional responsibilities. The Board agrees to furnish substitutes when aides are absent from work.

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

F. The Board shall make available in each school a lunchroom, lounge, and lavatory facilities; provided further that the Board agrees that in any new or remodeled facilities it will furnish a lunchroom, lounge, and lavatory facilities exclusively for teachers' use.

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

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 period 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 assignment 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 IX

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 teacher 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. When large numbers of transfers are involved in staffing a new facility, it may be necessary to transfer more experienced teachers to provide a balance of experienced and relatively inexperienced teachers on the new staff and the staff from which the transfers were made. 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 apprised 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 IX (a)

Voluntary Transfers

A. It is the policy of the Board to cooperate in every practical way with teachers who desire transfers to teaching vacancies which occur in buildings other than one in which the teacher is teaching.

B. Whenever a teaching vacancy (other than temporary) exists in a building, the Board agrees that in filling such vacancies it will consider length of service in the system, professional background, and other relevant factors, to those teachers already on the staff at the time the vacancy occurs who have completed and filed with the Director of Personnel Services a request for transfer to the building where the vacancy exists. The form for such a request shall be furnished by the Board annually.

C. A request for transfer, once completed, shall remain in force for one year.

D. A request for transfer under this Article shall be applicable to vacancies occurring when school is not in session.

ARTICLE IX (b)

Reduction of Staff

Should it become necessary to reduce the number of teachers employed by the Board, the order of reduction shall be governed by seniority, that is teachers with the least service with the district shall be laid off first in accordance with date of hire. The Association recognizes, however, that upon certain occasions it will be necessary to assure proper staffing throughout the school system, for the Board to retain the most qualified, by training and experience, capable and efficient teachers, out of line of seniority. When such an occasion should arise the Association's president will be advised in advance of the number and category of such teachers. The discretion hereby vested in the Board shall not be abused. Complaints that the Board has abused its discretion in this respect may be taken up through the grievance and arbitration procedures, provided in this Agreement.

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. Unused sick-leave days may be accumulated from year to year without limitation.

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 insured 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. The Board agrees to amend the income continuation plan, which amendment will provide, at retirement, the amount of monthly retirement income lost to a teacher under the M.P.S.E.R.F. because of disability that existed during the teacher's working years. The income continuation plan and pension supplement are as set forth in Insurance Policy No. 12453 with Union Mutual Insurance Company.

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; provided, however, that in order to give a teacher a selection in the choice of the physician, the names of three physicians shall be submitted to the teacher, who may choose whichever of the three the teacher wants to provide the examination.

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 law and his regular salary.

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 arrangement 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, and grandparents.

(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 4131.43.

(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 shall 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 one 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 periods 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 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. 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.

G. 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. ISCA, 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.

H. 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.

I. 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 XII

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 \$30.00 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 XIII

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, public-address or audio systems, and similar surveillance devices shall be strictly prohibited. When closed-circuit television is utilized for instructional purposes, it shall be with the knowledge of the teacher, and any evaluation material gathered as a result of such observation shall not be placed in the personnel file.

B. The person primarily responsible for the evaluation of teacher performance shall be the teacher's principal; however, other administrative personnel may be called upon to assist in the evaluative process if requested to do so by either the teacher or the respective building principal.

(1) Evaluation shall be primarily directed to improvement of teacher performance and to provide assistance to the individual teacher to correct or improve areas of concern which may be revealed by evaluation.

(2) All evaluation of teacher performance shall be reduced to writing prior to placement in the teacher's personnel file.

(3) No evaluation of teacher performance shall be deemed valid or placed in the teacher's personnel file unless:

(a) A teacher to be evaluated shall be notified a reasonable time in advance that evaluation is to occur and may request at that time to submit evaluation criteria which in the teacher's professional judgment should be utilized in the evaluation process; provided however, that the criteria submitted by the teacher shall not be binding upon the evaluator. The evaluation criteria to be utilized by the administrator shall be reduced to writing prior to commencement of the evaluation process.

(b) The teacher is observed in the classroom on at least one occasion prior to the formulation of any evaluation conclusions.

(c) The teacher is interviewed at least once outside the classroom for at least thirty (30) minutes to discuss the initial impression as the result of the evaluation process to date. At such interview the teacher shall have full opportunity to comment upon the criteria used and the validity of the initial impressions of the evaluator.

(d) The evaluator shall thereafter prepare a formal written evaluation report which shall include the criteria used in evaluation, the findings of the evaluator based upon observation, interview and any other facts relied upon for the final evaluation conclusion.

(e) A copy of the final written evaluation report shall be given to the teacher who shall acknowledge in

writing receipt of such evaluation report. The teacher shall have seven (7) school days after receipt of the report to object thereto. Any objection filed by a teacher, shall be in writing and specify those portions of the written evaluation report, including objections to any criteria used. Any objection filed by a teacher under this Article shall be subject to the grievance and arbitration procedures of this Agreement, except that any objection filed shall be deemed to be at step I of such procedures.

(f) Tenure teachers shall be evaluated at least once every three years.

C. 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. 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; provided, however, no complaint filed against a teacher by someone other than school officials shall be deemed validated if the teacher objects to the complaint and files a grievance under Article XVI of this Agreement, except such grievance shall be deemed to be at Level Two. Such complaint shall not be placed in the personnel file of the teacher, then, unless the complaint is determined to be valid after resort to grievance and arbitration.

D. 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.

E. 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 may be processed through Level Four of the Professional Grievance Procedure but shall not be arbitrable.

F. 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. The first of the two evaluations provided for herein shall be made during the first semester of the school year; the second shall be not less than 90 days before the end of the school year.

ARTICLE XIV

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom are 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 or to be charged with responsibility for psychotherapy. Whenever pupil behavior in the classroom is disruptive of the learning process of other students, the Board, at the request of the teacher will take reasonable steps, if necessary, to relieve the teacher of the responsibility for such pupil or pupils including removal of the pupil or pupils from the classroom.

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. Teachers 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 Procedures

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 a maximum and every effort should be made to expedite the process. The time limit 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. Before

an aggrieved teacher can move to Level Two, he must first submit to his principal or immediate supervisor a written statement of the grievance.

(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 chairmen 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 the 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, unless otherwise provided in this Agreement.

(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 or other grievances provided in 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 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. Formal 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). It is understood that grievances which are not satisfactorily resolved should be submitted formally, in writing, on forms designated for this purpose and in accordance with paragraph E.2.

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 XVII

Educational Policy

Matters and policies involving curriculum, staff utilization,

school design and teaching equipment being matters of joint concern, 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 educational programs in these areas for the school children of East Lansing. To this end, the Association will appoint an Educational Policy Study Committee of not more than eleven (11) teachers to be chaired by a classroom teacher, which will be responsible for developing recommendations to the Association in the field of curriculum, staff utilization, school design and teaching equipment. The Board agrees that the Superintendent or his designees will meet and consult regularly with said committee once a month, after school hours, so that there may be a full and free exchange of information and opinion on matters and policies involved in curriculum, staff utilization, school design and teaching equipment. It is expressly understood and agreed that the Educational Policy Study Committee has no authority to bind the Association to any policy in any of these areas unless the Association has approved same.

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) school 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) school days thereafter and meet with the superintendent or his designee to discuss the proposal within fifteen (15) school 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 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. 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 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 the process shall constitute the basis of immediate discontinuation of the grievance process.

ARTICLE XX

Calendar

Prior to the adoption by the Board of the annual school calendar, the Board or its representatives agree to meet with the duly designated representative of the Association to seek advise on the content thereof.

It is expressly understood and agreed that in agreeing to the adoption of the calendar in the manner provided herein, the Association does not waive or relinquish any right to negotiate any matter subject to negotiation under PA 379 of 1965, as amended,

particularly the number of school days in the year and compensation therefor; likewise, the Board does not waive any right to refuse to negotiate any matter not subject to negotiation under said act, particularly the number of days in the school year.

ARTICLE XXI

Departmental and Grade Level Chairmen

Departmental and grade level chairmen may be appointed by the administration but included in the bargaining unit, as defined in Article I hereof. Their appointment, duties, compensation, or removal as departmental or grade level chairmen shall not, however, be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE XXII

Sabbatical Leave

A. Tenure teachers who have been employed for seven years by the Board and possess a Michigan life or permanent certificate without a prior sabbatical leave of absence during the six years of employment immediately preceding the proposed leave may be granted a sabbatical leave for one semester or one year upon submission of an application to the Sabbatical Leave Committee and approval by the Board, and these teachers shall be considered to be in the employ of the Board and shall be paid their full annual salary, or portion thereof, if the leave is for less than

one year, while on leave; provided, however, for the term of this agreement sabbatical leaves recommended by the Sabbatical Leave Committee to the Board of Education shall not exceed one per cent (1%) of the staff. Provided further, any portion of the original two and one-half (2-1/2) units remaining from fiscal year 1967-1968, shall be carried over into subsequent years until finally used, but not more than one-half (1/2) unit shall be available in any subsequent year in addition to the new units for that year; provided further, that any portion of the budget for the fiscal year 1967-1968 of \$20,000, not expended during that period shall be carried over into subsequent years to fund the units, if any, carried over as provided in this paragraph. Provided further, that any sabbatical leave not used during the fiscal year in which it was budgeted shall be carried forward into subsequent years in accordance with the provisions of this subparagraph.

B. The Sabbatical Leave Committee shall be composed of eleven members. Seven of the members thereof shall be chosen by the Association in a manner to be determined by it; provided, however, that of the seven members to be selected by the Association, there shall be three from the elementary staff, two from the middle school staff, and two from the high school staff. Four of the members thereof shall be appointed by the Board and be from the administrative staff of the district and shall include the Director of Personnel Services. The members of the committee first selected shall serve for the term determined by the body appointing new members but in any event thereafter shall be selected in such a manner as to result in staggered terms for the members of said committee.

C. Any teacher desiring a sabbatical leave shall file an application with the Sabbatical Leave Committee on forms to be provided by said committee and shall furnish the information requested fully to complete said form.

D. A teacher upon return from a sabbatical leave shall be restored to his former position or to a position of like nature and status and shall be placed in the same position on the salary schedule as he would have been had he taught in the district during such period.

E. While on sabbatical leave, a teacher shall have the full protection of the disability income provisions of this Agreement, be entitled to use accumulated sick leave benefits but shall not accumulate sick leave benefits while on sabbatical leave but shall retain all tenure and retirement rights and benefits.

F. A teacher granted a sabbatical leave is obligated to return to the school system for three years of employment; provided that if any teacher does not return to the system after a sabbatical leave, he must repay the school system the sabbatical salary pro-rated over the period of unfulfilled obligation, and in this connection the Board may require the execution of a promissory note as evidence of the obligation; provided, however, that death of a teacher while on sabbatical leave shall cancel any obligation to repay provided hereunder. Upon completion of the sabbatical leave, a teacher shall prepare and forward a report to the superintendent of schools for transmittal to the Board of Education, which report shall provide sufficient information to make a determination

as to whether the leave accomplished its immediate and stated purpose and also to assist in evaluation of the entire leave program.

G. In the event the Board should refuse or fail to approve the nominee or nominees of the Sabbatical Leave Committee, the Board's decision shall be subject to the grievance but not the arbitration procedures of this Agreement.

ARTICLE XXIII

Special Teaching Assignments

A. Assignments for the summer school program shall be made by the Board on the basis of preference to teachers possessing permanent teaching certificate regularly employed by the Board during the normal school year. Teachers shall be compensated for teaching in any of such programs at their regular hourly rate calculated on the basis of the last normal teaching year, but not less than \$7.00 per teaching hour. Any teacher employed in the summer school program absent from duty because of personal illness shall be paid his summer salary rate for the period of such absence not to exceed a total of three working days in any one summer program. The days of such leave shall be allotted to the teacher on the first day he reports for duty in the summer program. Unless expressly provided herein, all other terms and conditions of this Agreement shall be applicable to the summer school program. This clause shall be effective for those teachers employed hereunder, notwithstanding the expiration date provided

in Article XXXII of this Agreement.

B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be advised 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 Board or its agent to arrange for a substitute teacher. Substitutes shall be paid for a regular teaching day as defined in the Agreement not less than the sum of \$22.00 per day; provided further, that if the substitute continues teaching for more than twenty (20) school days for one teacher in the same school, the said substitute shall be compensated retroactively at the step on the salary schedule then applicable based on the substitute's total teaching experience.

ARTICLE XXIV

Qualifications and Assignments

A. New teachers employed by the Board for a regular teaching assignment shall have a bachelor's degree from an accredited college or university; provided that teachers assigned to the East Lansing school system as participants in the Elementary Intern Program of Michigan State University shall be allowed to teach on a special certificate and without a bachelor's degree.

B. The employment of teachers with special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials, and the Association shall be so notified in each instance.

C. No full-time teacher serving in a regular position will be hired under the provisions of the State Board of Education 90-day certificates.

D. 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 Association shall be notified in each instance.

E. All teachers shall be given written notice of their schedules for the forthcoming year no later than June 15th. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than 60 calendar days preceding the commencement of the school year except under extenuating circumstances.

ARTICLE XXV

Professional Compensation

A. The basic salaries of teaches covered by this Agreement are set forth in Schedule B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. All teachers newly employed shall be given up to five years' credit on the salary schedule for teaching experience. Credit is not to exceed two years for time spent in the armed

services or related work. Credit beyond five years may be granted by the Personnel Committee of the Board of Education.

C. Teachers involved in extra-duty assignments set forth in Schedule C, 1 and 2, which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.

D. All teachers shall be compensated in accordance with this Article and the annexed schedules without deviation. Salary is based upon the regular school calendar adopted by the Board in accordance with this Agreement and the normal teaching load as defined in this Agreement.

E. A teacher's hourly rate may be calculated by dividing his basic salary by one hundred eighty-one (181) and by the number of hours of his full-time assignment. A full-time assignment shall be defined as seven (7) hours per day for the purpose of this calculation. It is understood that the terms of this paragraph apply to summer school assignments only.

F. Teachers required in the course of their work to drive personal automobiles shall receive \$0.10 per mile for travel within and outside the school district; provided, however, that all teachers to be eligible for out-of-district travel allowance shall first determine whether a school vehicle is available, and if available, a school vehicle shall be used. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

ARTICLE XXVI

Professional Development Committee

A. There shall be a Professional Development Committee composed of five (5) members, three (3) appointed by the Association and two (2) by the Board, one of whom shall be the Director of Instructional Services, who shall serve as chairman of the committee, not later than June 15, 1969. The Professional Development Committee shall meet at least once a month during the regular school year. This Committee shall be charged with the development of programs and policies for the pre-school conference, of the timing, content and frequency of Professional Development Days, rules and regulations concerning teacher attendance at Board sponsored and paid-for conferences, visitations and trips.

B. The Committee shall plan and schedule the nine one-half (9) professional development days and such schedule shall be submitted not later than September 1, 1969.

ARTICLE XXVII

Insurance

Commencing with the first day of school the teacher officially reports for work for the 1969-70 school year, the Board shall provide for each teacher employed on a one-half teaching assignment or more, but not his dependents, semi-private coverage or benefit under the Blue Cross-Blue Shield Master Medical Plan

without cost to the teacher, which plan shall assure coverage for a full twelve months; it being expressly understood, however, that full twelve months coverage is dependent upon completion by the teacher of his contract for the total school year.

B. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation in coverage.

C. The Board agrees to deduct premiums for variable tax deferred annuities solely paid for by the teacher and to remit such premiums to the designated insurance company.

ARTICLE XXVIII

Supplemental Retirement Benefits

The Board and the Association agree to appoint a joint study committee of four (4) members, two (2) from the Board and two (2) from the Association, to study and make recommendations not later than January 1, 1970, on the creation and funding by the Board of a supplemental pension plan to be created by the appropriate trust instrument and to become effective not later than September 1, 1970. It is further recognized that any recommendations are subject to approval or disapproval in whole or part by the Board and the Association.

ARTICLE XXIX

Teacher Incapacity

A. Whenever the Board claims a teacher is physically or mentally incapable of performing normal classroom teaching duties, it shall submit a request in writing to the Association and teacher involved specifying the reasons for the alleged incapacity and requesting the appointment of a medical panel to examine the teacher and report its findings to the Board, Association and teacher.

B. The medical panel shall consist of three M.D.s with the Board, Association and teacher each appointing one member of the panel.

C. The Board shall designate its nominee for the panel in its request to convene the panel and the Association and teacher shall each designate its nominee to the medical panel not later than seven (7) days after receipt of the Board's written request for the panel.

D. The medical panel shall have fourteen (14) days from date of appointment of the last member thereof to examine the teacher and report its medical findings in writing to the Board, Association and teacher.

E. After receipt of the written findings of the medical panel, the Board shall not have more than fourteen (14) school days to determine whether the teacher is incapable of performing normal classroom teaching duties. If the Board shall determine

the teacher is incapable, it shall notify the teacher and Association in writing of the reasons for such decisions and shall also specify the date of commencement of such incapacity and the period of incapacity, which period shall not exceed one year from the specified date of commencement. Such incapacitated teacher shall be eligible for benefits in accordance with the disability provisions of Article X of this Agreement.

F. The decision of the Board determining a teacher to be incapable shall be final, except as provided in sub-paragraph J of this Article, unless the Association, teacher or both shall within ten (10) school days of receipt of the written decision of the Board demand in writing that the decision be submitted to arbitration. If such a demand is made, arbitration shall proceed in accordance with the arbitration provision of this Agreement.

G. The teacher shall be returned to the same or substantially equivalent position with no loss of benefits at the end of the period of incapacity specified by the Board in its determination of incapacity unless the Board not more than sixty (60) days before the end of such designated period of incapacity shall request in writing to the Association and teacher the reconvening of a medical panel to examine the teacher and report its findings to the Board. The Board shall then determine whether the incapacity is continuing and its decision in this regard and the procedures in connection therewith, including the right to arbitration, shall be as provided in

sub-paragraphs E and F of this Article. All requirements of this Article shall be applicable to any subsequent Board allegation of continuing incapacity.

H. The sole Board remedy under this Article upon determination of incapacity shall be placement of the teacher on disability with right to disability benefits in accordance with Article X of this Agreement.

I. During the pendency of proceedings under this Article, the Board shall have the right to remove or reassign the teacher from the classroom, provided the teacher is compensated at his regular salary during such removal or reassignment.

J. At any time after thirty (30) days during the period of incapacity designated by the Board, the teacher or Association or both may present, in writing, evidence, medical or otherwise, and request that the incapacity found by the Board be deemed ended and the teacher restored to regular and normal teaching duties at the regular salary then applicable. Decision of the Board in refusing to restore the teacher to normal teaching duties shall be in writing and be subject to arbitration in accordance with the arbitration provisions of this Agreement, provided the teacher or Association or both have made a written demand for submission to arbitration not later than ten (10) days after a written decision of the Board under this sub-paragraph. A teacher may make no more than one request for restoration to normal duty during the designated period of incapacity by the Board of any

subsequent decision of continuing incapacity by the Board.

K. The expenses and fees of the medical panel shall be paid solely by the Board.

ARTICLE XXX

Salary Study Committee

The Board and the Association hereby agree to create a joint committee of ten (10) members, five (5) to be appointed by the Board, and five (5) to be appointed by the Association, to study the method of compensating teachers.

The Salary Study Committee shall commence its deliberations not later than September 1, 1969, and submit a written report of its findings, conclusions and recommendations to the Board and Association not later than January 1, 1970, or such further time as may be mutually agreeable.

ARTICLE XXXI

Miscellaneous Provisions

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

B. 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.

C. 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.

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

E. 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.

F. A teacher shall be released from regular duties without loss of salary at least one day each school year for purpose of participating in area or regional meetings of the Michigan Education Association, when lawfully scheduled.

G. 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 XXXII

Duration of Agreement

This Agreement shall be effective as of July 1, 1969, and shall continue in effect until June 30, 1970. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Both parties agree to commence negotiations not later than April 1, 1970, with regard to a master contract for the 1970-71 school year.

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

By Nanette V. Martin
Nanette V. Martin Its President

By Emily B. Frame
Emily B. Frame Its Secretary

EAST LANSING EDUCATION ASSOCIATION

By Warren A. Richard
Warren A. Richard Its President

By Gale Zacharias
Gale Zacharias Its Secretary

DO NOT WRITE IN THIS BOX

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SOCIAL SECURITY NUMBER

2. PAYROLL DEDUCTION
 CASH PAYMENT

3. NEW
 RENEWAL

4. LOCAL MEMBER

5. MEA
 ACTIVE
 EDUCATOR AFF.
 LIFE
 NON-EDUCATOR

6. NEA
 ACTIVE
 LIFE PAYING
 LIFE PAID
 ASSOCIATE

7. PRESENT POSITION

8. HIGHEST DEGREE HELD
 NONE MA-MS
 BA-BS SPECIALIST
 DOCTORATE

LOCAL - MICHIGAN - NATIONAL EDUCATION ASSOCIATION

P.O. BOX 673, EAST LANSING, MICHIGAN 48823
 CONTINUING MEMBERSHIP APPLICATION

9. MR.
 MRS.
 MISS
 DR.

NAME _____ HOME PHONE _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP CODE _____

10. MEA DISTRICT _____
 SCHOOL SYSTEM _____
 MEA REGION _____ COUNTY _____

I AUTHORIZE THE BOARD OF EDUCATION TO DEDUCT LOCAL, MICHIGAN, AND NATIONAL EDUCATION ASSOCIATION DUES AND ASSESSMENTS, UNLESS I REVOKE THIS AUTHORIZATION IN WRITING.

DATE _____ SIGNED X _____



THIS COPY TO MEA HEADQUARTERS

SCHEDULE B

SCHOOL DISTRICT OF THE CITY OF EAST LANSING

East Lansing, Michigan

Basic Salary Schedule for 1969-1970

<u>B.A.</u>	<u>Steps</u>	<u>M.A.</u>
\$ 7,200.00	1	\$ 7,700.00
7,525.00	2	8,050.00
7,940.00	3	8,500.00
8,400.00	4	8,900.00
8,900.00	5	9,300.00
9,340.00	6	9,850.00
9,720.00	7	10,400.00
10,100.00	8	10,850.00
10,450.00	9	11,350.00
10,800.00	10	11,900.00
11,300.00	11	12,450.00
11,800.00	12	13,000.00

SCHOOL DISTRICT OF THE CITY OF EAST LANSING

East Lansing, Michigan

Extra-Curricular Activities Salary Schedule for 1969-1970

Assignments

Senior Class Advisor	(2)	\$ 500.00
Junior Class Advisor	(2)	200.00
Sophomore Sponsor	(2)	175.00
Freshman Sponsor	(2)	175.00
<u>Trojan Trumpet</u> Advisor	(2)	325.00
Ceniad Advisor	(2)	325.00
Dramatics Coach (2 plays)	(1)	600.00
Supplementary Drama Assistants	(depending on productions)	600.00
Senior-High Instrumental Music Director	(1)	550.00
Junior-High Instrumental Music Director	(1)	250.00
Senior-High Vocal Music Director	(1)	350.00
Junior - High Vocal Music Director	(1)	250.00
Audio Specialist	(1)	325.00
Instrumental Music Coordinator	(1)	250.00
Student Store Advisor	(1)	625.00
Debate Coach	(1)	650.00
Student Council Advisor	(2)	350.00
Y-Teens Advisor	(1)	200.00
GAA Advisor	(1)	200.00
Cheerleader Sponsor	(1)	650.00
Soliloquy Advisor	(1)	200.00

SCHEDULE C-2

SCHOOL DISTRICT FOR THE CITY OF EAST LANSING

East Lansing, Michigan

Extra-Curricular Activities Salary Schedule for 1969-1970

<u>Assignments</u>		<u>Salary</u>
Head Football Coach		\$1,600.00
Assistant Football Coach	(6)	900.00
Cross Country Coach		850.00
Head Basketball Coach		1,600.00
Assistant Basketball Coach		900.00
Frosh Basketball Coach	(2)	750.00
Head Wrestling Coach		1,150.00
Assistant Wrestling Coach		900.00
Head Swimming Coach		1,150.00
Assistant Swimming Coach		900.00
Head Track Coach		1,150.00
Assistant Track Coach	(2)	675.00
Head Baseball Coach		875.00
Assistant Baseball Coach		675.00
Frosh Baseball Coach		500.00
Tennis Coach		800.00
Assistant Tennis Coach		600.00
Golf Coach		800.00