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MASTER AGREEMENT

between

LANSING SCHOOLS
EDUCATION ASSOCIATION
and
BOARD OF EDUCATION
LANSING SCHOOL DISTRICT

Ingham — Eaton — Clinton
Counties — Michigan

Ratified Sept. 21, 1966

(Includes Amendments Through 1/31/67)

Lansing School District

MASTER
AGREEMENT

BETWEEN

LANSING SCHOOLS EDUCATION ASSOCIATION, INC.,

AND

BOARD OF EDUCATION OF LANSING SCHOOL
DISTRICT, INGHAM, EATON, AND CLINTON
COUNTIES, MICHIGAN

RATIFICATION COMPLETED SEPTEMBER 21, 1966

The costs of reproducing this agreement have been shared
equally by the LSEA and Board.

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LANSING SCHOOLS EDUCATION ASSOCIATION
MASTER AGREEMENT

This Agreement entered into this 6th day of September, 1966, by and between the Board of Education of Lansing School District, Ingham, Eaton, and Clinton Counties, Michigan, hereinafter called the "Board" and the Lansing Schools Education Association, hereinafter called the "LSEA."

WITNESSETH

WHEREAS, the Board and the LSEA recognize and declare that providing an uninterrupted quality education for the children of Lansing is their mutual purpose; and,

WHEREAS, achievement of this purpose cannot be fully realized without capable and dedicated teachers who recognize their professional responsibilities to the school district and whose rights and aspirations are likewise recognized by the community; and,

WHEREAS, pursuant to Act 379 of the Michigan Public Act of 1965 the Board and LSEA entered into negotiations designed to define the responsibilities and protect the rights of the teachers of Lansing School District, Ingham, Eaton, and Clinton Counties, Michigan, and have arrived at certain understandings:

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE I

RECOGNITION

- A. The Board hereby recognized the LSEA as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for professional personnel, including personnel on tenure, probation and per diem appointments, classroom teachers, substitute teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, school social workers, remedial reading teachers, advanced instruction teachers, helping teachers, teachers of the homebound or hospitalized, attendance or truant officers, school nurses, tenure teachers holding a letter of assignment to federal or state programs administered by the Board, employed by the Board, but excluding supervisory and executive personnel. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the LSEA 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 LSEA 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 LSEA, if the adjustment is not inconsistent with the terms of this Agreement, providing that the LSEA has been given opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to restrict or deny to any teacher rights he may have under any other laws.

ARTICLE II

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to join and support the LSEA for the purpose of engaging in collective bargaining or negotiation and other lawful activities. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, by reasons of his membership in the LSEA, his participation in any activities of the LSEA 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 Board specifically recognizes the right of its teachers appropriately to invoke the assistance of the State Labor Mediation Board or a mediator from such agency.
- C. The LSEA shall have the right to use school buildings for professional meetings during times when the building is manned by the custodial staff, provided that if the use of said school buildings of the LSEA results in any expense to the Board for utilities, custodial services or any other service, the LSEA shall reimburse the Board. Reasonable use of the school bulletin boards may be made by the LSEA. Courier service and duplication equipment shall be made available to the LSEA at a reasonable charge by the Board. The LSEA agrees to pay at school cost for all materials used for its purposes.

ARTICLE II (Cont.)

No teacher shall be prevented from wearing insignia, pins, or other identification of membership of the LSEA either on or off the school premises.

- D. The Board agrees to make available upon request of the duly designated LSEA representative all information concerning the financial resources of the district, tentative budgetary requirements and allocations and all information dealing with conditions of employment as set forth in Public Act 379 of the Public Acts of 1965.

ARTICLE III

BOARD OF EDUCATION RIGHTS

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority expressly or inherently vested in it by the laws and Constitutions of Michigan and the United States, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Board retains the right to establish and enforce in accordance with this Agreement and its authority under law reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions including, but without limiting the generality of the foregoing to: the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The teachers specifically recognize the right of the Board to invoke the assistance of the State Labor Mediation Board or a mediator from such agency.

ARTICLE IV

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement for the 1966-67 school year are set forth in Appendix A which is attached to and incorporated in this Agreement. The salary schedule and fringe benefits affecting total annual compensation shall be subject to annual negotiations beginning no later than January 15 of every year of this Agreement.
- B. The salary schedule is based upon a teaching load, for the thirty-eight (38) week teaching year from September to June, during teaching hours. Services to be rendered by teachers include their participation outside of regular teaching hours in up to and including six school functions per school year and attendance at five hours of general building teachers' meetings per semester. For all work required beyond these activities, teachers will be reimbursed at the rate of five dollars per hour. All such work shall have the prior approval of the principal. School functions shall include all time spent after the regular school day in scheduled parent-teacher conferences, PTA, supervision of extra-curricular activities of students, teacher meetings after teaching hours, and attendance at any educational or civic functions. Athletic events are excluded except in junior high schools, where two such required functions may be athletic events at the option of the teacher. This applies to all extra-curricular duties in which attendance is not voluntary but required. When a teacher has been assigned an activity and finds he cannot fulfill the responsibility, it shall be his duty to arrange for a suitable replacement. No discrimination shall be made against individuals who do or do not volunteer. Attendance at all functions other than as provided for above shall be at

ARTICLE IV (Cont.)

the option of the individual teacher.

- C. Teachers engaged in activities enumerated in Appendix B shall be compensated in accordance with that schedule.
- D. The starting school date, ending date, vacation periods, legal paid holidays, number of pupil attendance and membership days, teacher-parent conference days, and teacher record days will be reviewed annually by the Board and the LSEA. The Board shall consider the recommendations made by the LSEA concerning the above, prior to adoption by the Board, and before any contracts for the year in question are distributed. Supplemental modifications as needed will be subject to the same procedure. The calendar for the 1966-67 school year shall be as in Appendix C.
- E. A teacher who is engaged during the school day in negotiating procedures in behalf of the LSEA with any representative of the Board or who participates in any professional grievance procedures which are scheduled by the Board or the Administration, shall be released from regular duties without any pay loss or penalties.
- F. After one year of service, a teacher, upon request, may be released from his regular duties without loss of pay for up to four (4) days each school year to participate in workshops, programs, or conferences oriented solely to improving professional competency. Such time is subject, however, to the discretion of each principal as to scheduling feasibility. There shall be no more than 18 teachers, requiring substitutes, absent for such reasons at any one time, unless special authorization has been given by the Assistant Superintendent for Personnel. All staff members will make requests to attend these meetings on forms provided by the principal's office or departmental office. (See Letter of Understanding, page 53, Number 2).
- G. When a regular payday occurs within a vacation period

ARTICLE IV (Cont.)

during the school year, that payday shall be advanced to the last day prior to the beginning of said vacation period provided that not more than one pay period shall be advanced with respect to any vacation period.

- H. Teachers properly covered by a volunteer (s) arranged by the teacher with the principal's approval, may be permitted to leave their building up to one-half day for employment-related activities without suffering the loss of any pay, sick, or personal leave.
- I. A teacher who is required as a part of his job on a regular basis to use his own vehicle for transportation in order to perform his duties shall be reimbursed at the rate of ten (10) cents per mile. Procedures for implementing this shall be established by the administration. All contracts now in effect stating a flat rate for travel are to be honored as they stand. When travel contracts are renewed, or new ones signed, they shall be issued at the rate of ten (10) cents per mile for the duration of this Agreement.

ARTICLE V

TEACHING HOURS

- A. The teaching hours in the secondary schools shall be as follows:
 - 1. Teachers shall be at assigned place of duty by: 8:00 a.m.
 - 2. Classes or homerooms shall begin at: 8:15 a.m.
 - 3. Classes shall end no later than: 3:30 p.m.
 - 4. Teachers' day shall conclude 30 minutes after the last class period of the day.
- B. The teaching hours in the elementary schools shall be

ARTICLE V (Cont.)

as follows:

1. Teachers shall be at assigned place of duty by: 8:15 a.m.
 2. Morning sessions shall be from: 8:30 a.m. to 11:15 a.m.
 3. Afternoon supervision shall begin: 12:30 p.m.
 4. Afternoon sessions shall be from: 12:35 p.m. to 3:20 p.m.
 5. Teachers' day shall conclude 30 minutes after the last class period of the day.
 6. Teachers in buildings with special schedules and special education teachers shall have adjusted schedules to conform to their special situations. Total working hours shall not exceed those specified in Article VI, paragraph A.
- C. Any teacher may make arrangements with his immediate supervisor to leave earlier than the time set in A or B of Article V.
- D. Changes from A and B of Article V must be reviewed with the LSEA prior to adoption.
- E. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular class period in the secondary schools, and one hour and 15 minutes in the elementary schools, except in those schools which have early dismissals. The provisions of this paragraph shall become effective in the senior high schools commencing the second semester of the 1966-67 school year and in junior high schools in the fall of 1967.
- F. A committee of elementary teachers, administrators, and representatives of involved personnel such as music, art, physical education, library, and helping teachers shall be formed to study and make recommendations toward 100 minutes of released time per week for elementary teachers to be implemented by February, 1967. Specific scheduling shall be decided

ARTICLE V (Cont.)

jointly in each building by the principal and the staff. Said committee will continue to study sources for the expansion of released time to 200 minutes per week for implementation, wherever possible, by the 1967-68 school year.

- G. 1. Professional Public Librarians shall work a total of 40 hours per week to be scheduled between the hours of 8:30 a.m. to 9:00 p.m., Monday through Friday, and from 9:00 a.m. until 5:00 p.m. on Saturdays. No Professional Public Librarian shall be scheduled to work more than two evenings in one week or two consecutive Saturdays without his consent.
2. The Board shall provide a substitute, if and when available, for a Professional Public Librarian when absent due to illness.
3. Professional Public Librarians' pay shall be at the present rate of 5% above the teachers' salary schedule.
4. A committee composed of three librarians, one LSEA representative, and one administration representative shall be formed by October 1, 1966 to effectuate a comprehensive library program, the scheduling of same and compensation for Sunday or overload scheduling. Recommendations shall be submitted to the Board and the LSEA negotiating teams by March 1, 1967. Such recommendations shall be negotiated by the LSEA and the Board for implementation in the fall of 1967.
5. Sunday compensation for public professional librarians shall be at the rate of \$25.00 per Sunday. This shall be the established rate for the remainder of the 1966-67 school year.

The four hour (1:00 p.m. to 5:00 p.m.) Sunday library program shall be staffed on a rotating

ARTICLE V (Cont.)

basis at the discretion of the Chief Librarian provided that none of the involved personnel be scheduled more than six times per school year without their consent.

School librarians certified as such may be invited to participate in the above named program.

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

- A. The assigned weekly teaching load in the senior high schools will be twenty-five (25) teaching periods some of which may be supervised study periods and five unassigned preparation periods. Vocational teacher assignments shall be two three (3) hour blocks or less without homeroom or supervision assignments during school hours. Commencing with the fall semester of 1967, the assigned weekly teaching load of the junior high schools will be twenty-five (25) teaching periods some of which may be supervised study or activity periods and five unassigned preparation periods. In those cases when a teacher is not assigned a full classroom teaching load, flexibility shall be provided so that adequate planning is possible. The assigned weekly teaching load in the elementary schools will be 27 1/2 hours less whatever relief time is provided as pursuant to Article V, paragraph F. No changes from these teaching loads and assignments shall be authorized without prior consultation with the LSEA. In the event of any disagreement between the representative of the Board and the LSEA as to the need and

ARTICLE VI (Cont.)

desirability of such deviation, the matter may be processed through the professional grievance negotiations procedure hereinafter set forth.

- B. If a homeroom period is held in a secondary school, it must begin the school day and shall not exceed fifteen (15) minutes except in unusual circumstances. This section shall not be applicable to those schools whose presently prepared schedules are not so arranged until the second semester of the 1966-67 school year.
- C. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates in the elementary schools or their major or minor fields of study in the secondary schools. Further, no secondary teachers shall have more than three preparations a day in the academic subjects, subject to such additional preparations as the teacher may volunteer for. Each modified, accelerated, and enriched class requiring different preparation shall be considered a single preparation.
- D. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st, except as otherwise necessitated by enrollment change. Probationary school teachers shall not be re-assigned to different teaching assignments except by mutual agreement of the teacher and principal concerned.

ARTICLE VII

TEACHING CONDITIONS

The Board and the LSEA recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, to remain with the assigned students, and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

In the establishment of experimental education programs involving large group instruction with a high pupil-teacher ratio the limits specified in Paragraph A and B of this Article shall not apply, but such program shall not be established without mutual agreement between the LSEA Board of Directors and the Board.

Experimental or innovative programs shall be evaluated by March 1 of each year by a jointly established LSEA-Board committee to make recommendations to the LSEA and Board negotiating teams for implementation and/or continuation in the fall of the following year.

Whenever possible under the circumstances (availability of facilities and financial resources) the maximum number of pupils per teacher shall be as follows:

A. Secondary Schools

The maximum shall be 150 students per day except in special education, typing, physical education, music, and study hall unless otherwise required by law for the 1966-67 school year. Maximums for subsequent years shall be negotiated commencing March 1 of each year. This procedure will go into effect the second semester

ARTICLE VII (Cont.)

of the 1966-67 school year in the senior high schools. The junior high schools will adopt this procedure in the fall of 1967. The official enrollment count shall be determined as of Friday, the ninth week of each semester.

B. Elementary Schools

- | | |
|---|----|
| (1) Kindergarten | 30 |
| (2) First-Second Grade | 26 |
| (3) Third-Sixth Grade | 30 |
| (4) Combination Grades will be eliminated by the fall of 1967 wherever possible | 25 |
| (5) Special Education | 15 |
| (6) The Board will continue to make every effort to service the disadvantaged areas with additional teaching staff. | |
| (7) The official enrollment count shall be determined as of Friday, the ninth week of each semester. | |

This procedure will go into effect the second semester of the 1966-67 school year in the elementary schools.

- C. Negotiations shall be undertaken no later than March 1, 1967 to determine overload adjustments for teachers in the event of impossibilities of meeting such maximum load conditions by the 1967-68 school year.
- D. To relieve teachers of non-professional responsibilities exceeding those expressed in Article VI, paragraph A, the Board shall hire the necessary personnel to perform such duties.
- E. Every effort shall be made to provide sufficient full time or regular part-time special help available to all teachers for children who are underachievers and/or emotionally disturbed.
- F. Secretarial service and office machines in the school buildings shall be available to teachers for school

ARTICLE VII (Cont.)

purposes subject to the discretion of the principals.

- G. Any subject matter department comprised of 35 or more subject hours per day shall have a department chairman who shall be appointed by the principal with the approval of the members of that department and who shall have a minimum released time of one period per day, in addition to his preparation period, to carry out effectively responsibilities of that department. Departmental chairmen of departments with less than the above shall be selected in the same manner. It is understood that the department chairmen are primarily classroom teachers but are given the additional task of assisting other teachers. At no time are department chairmen considered supervisory personnel. The provisions of this paragraph shall become effective in the senior high schools commencing the second semester of the 1966-67 school year, and in the junior high schools the fall of 1967.
- H. The Board and the LSEA recognize that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, and building changes are the tools of the teaching profession. The Board and the LSEA shall confer at least annually prior to the final selection for the purpose of improving the selection and use of such educational tools. The Board shall consider all recommendations made by the LSEA and shall implement, within a reasonable length of time, a procedure for obtaining and/or improving the educational tools mentioned above.
- I. The Board shall make available in each school an adequate designated eating area, restroom and lavatory facilities exclusively for teacher use during school hours and at least one room, of habitable nature, appropriately furnished, which shall be reserved

ARTICLE VII (Cont.)

for use as a faculty lounge in which areas smoking shall be permitted at the discretion of the teaching staff.

- J. Telephone facilities shall be made available to teachers for their reasonable use.
- K. Vending machines may be installed in the teachers' lounges or at such other places as the principal may approve at the request and expense of the LSEA, the proceeds to be used for the teachers' building social fund.
- L. The Board agrees to extend its best efforts to provide adequate free parking facilities, within reasonable proximity of their building, for teachers for their exclusive use during the day.
- M. Teachers shall be entitled to full rights of citizenship.
- N. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or association with, the activities of any employee organization.
- O. The Board and the LSEA pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity for all pupils.

ARTICLE VIII

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any educationally certificated position in the district shall occur, the Board shall give

ARTICLE VIII (Cont.)

- written notice to the Executive Secretary of the LSEA. No vacancy shall be permanently filled until seventeen days after such notification unless otherwise concurred with by the LSEA.
- B. The written notice of each vacancy shall include a job description, stating the minimum requirements necessary for the position.
 - C. In filling such vacancy, the Board agrees to give due weight to the length of time each applicant has been in the school system of this district, providing all other qualifications are equal. The Board declares its support of a policy of promotion from within its own teaching staff whenever possible.
 - D. A Promotion and Transfer Committee shall be established which shall consist of five members, three of whom shall be administrators and two of whom shall be teachers.
 - E. The Promotion and Transfer Committee shall recommend criteria for the selecting of the superintendent, deputy and assistant superintendents, directors, and assistant directors; and shall make recommendations for the filling of any vacancies occurring in the positions of assistant principal, principal, departmental directors or consultants, and coordinators.

ARTICLE IX

CURRICULUM POLICIES

- A. Each teacher shall be required to participate in one curriculum committee which shall meet at least four times per school year.
- B. Curriculum meetings shall begin at 2:50 p.m. with

ARTICLE IX (Cont.)

class dismissal at 2:30 p.m. and adjourn at 4:00 p.m. Each teacher recognizes attendance as an obligation of his employment. Failure to attend, unless excused, shall cause loss of one-half day's pay.

- C. The chairman of each curriculum committee shall be a teacher.

ARTICLE X

TRANSFERS

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the Board and the LSEA agree that the transfers of teachers should be minimized; teacher-requested transfers not reviewed by the committee provided for in paragraph D, Article VIII, shall be granted only after consultation with the LSEA Executive Secretary by the Assistant Superintendent for Personnel.
- B. Lists of positions open for the following school year shall be given to the LSEA Executive Secretary as provided in Article VIII, paragraph A.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement, prior to such transfer to supervisory or executive status.
- D. Transfers requested by teachers on or before February 1 of each year shall be reviewed by the committee provided for in paragraph D of Article VIII and said committee shall submit its recommendations for the permanent filling of any such vacancies for the

ARTICLE X (Cont.)

following school year to the superintendent.

- E. Nothing provided herein shall impair the sole discretion of the Assistant Superintendent for Personnel to reassign a teacher whose assigned position is eliminated.
- F. Teachers transferring into the Lansing School District shall be given full credit for teaching experience up to and including five years for those teachers hired to teach in the 1966-67 school year, six years for those teachers hired to teach in the 1967-68 school year, seven years for those teachers hired to teach in the 1968-69 school year, and eight years for those teachers hired to teach in the 1969-70 school year, provided they meet the Michigan State certification requirements.

ARTICLE XI

SICK LEAVE

- A. All teachers absent from duty on account of personal illness, injury, or any other approved reason shall be allowed full pay for a total of 10 days absence in any school year.
- B. Other approved leaves of absence with pay but chargeable against the teacher's sick leave shall be granted for the following reasons: (1) Absence necessitated by exposure to contagious diseases in which the health of students or other employees would be impaired by his attendance on duty. (2) Cases of illness, serious injury, or death in the immediate family which necessitates his absence from work because of the need of the personal attendance of the teacher. (Immediate

ARTICLE XI (Cont.)

family shall include the teacher's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care he is principally responsible.) (3) Attendance at a ceremony for such portion of the day as is necessary for the awarding of a degree to the staff member. (4) One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband, or wife. (5) Time necessary for attendance at the funeral service of any member of the immediate family or close friend.

- C. Each teacher will be covered by the applicable Workmen's Compensation laws and the Board further agrees to pay the injured teacher the difference between his weekly income and the amount to which he is entitled under provisions of Workmen's Compensation laws for a period up to one year. Beyond one year such payments would be charged against sick leave on a pro rata basis computed on the relationship of the differential pay to his regular weekly pay until the sick leave is exhausted.
- D. Each teacher shall be entitled to an unlimited accumulation of the unused portion of each year's sick leave which shall be available to him in future years.
- E. Each teacher shall present a signed statement indicating the reason for each absence, such statement to be filed in the principal's or director's office. The principal or director may request a physician's statement for an absence of five or more days duration.
- F. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility

ARTICLE XI (Cont.)

of the administration to arrange for a substitute teacher.

- G. Any teacher who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall forfeit all accumulations and any further right under said policy until reinstated in good standing by the Board on the recommendation of the Superintendent.

ARTICLE XII

LEAVES OF ABSENCE

- A. Leave of Absence for Reasons of Health. Any teacher whose personal illness extends beyond the period compensated under Article XI shall be granted a leave of absence without pay for such a period of time which in accumulation with absence with paid sick leave shall not exceed three years. Upon return from leave during the same school year in which such absence commenced, a teacher shall, at the teacher's request, be assigned to the same position. If absent beyond the school year in which the absence commenced, he shall be returned to a comparable position if the same position is not open. Before the teacher returns from such a leave of absence, the Board may require a certificate of good physical and mental health.
- B. Maternity Leave. Leave of absence without pay shall be granted for married women teachers on continuing tenure. Such absence is required for at least three months before and five months after the birth of a child. Upon request of the teacher, leave will be granted for up to one full year in addition to the eight

ARTICLE XII (Cont.)

months absence required by this Agreement. In the event a teacher completes her sixth month of pregnancy within thirty (30) days prior to the close of a semester and she and the principal or department director wish to continue her services until the close of the semester, her application, her immediate superior's recommendation, and a statement of medical approval must be submitted to the Assistant Superintendent for Personnel for decision. Maternity absences may be terminated upon the premature cessation of pregnancy without live birth or upon expiration of the child. In any case where the sixth month of pregnancy will be completed before the end of the fall semester, the Board may require the pregnant teacher to resign or take a maternity leave of absence if the teacher is eligible.

- C. Adoptive Leave. A teacher on continuing tenure may apply for an adoptive leave without pay. When first making application for the adoption of a child, she shall notify her principal and the Assistant Superintendent for Personnel in writing of her intent. The period of leave shall commence when the order terminating the rights of the natural parents is entered by the probate court. When adopting a child under one year of age, a leave of five months' duration is mandatory. Upon request of the teacher, leave will be extended for up to one full school year in addition to the five months' absence required. When adopting a child one year or older, a five month leave is left at the discretion of the teacher. Leave may be extended up to the completion of the current school year in which the five month period may fall.
- D. Officers of the LSEA. The Board shall grant an overall total of 25 leave of absence days without pay for the purpose of performing duties for the LSEA. The LSEA Executive Secretary must give notice for this request

ARTICLE XII (Cont.)

as early as possible, but in any event no less than 3 days to the Assistant Superintendent for Personnel and the immediate superior of the affected teacher and no more than two teachers may be absent under this provision at one time.

E. Military Leaves of Absence. Military leaves of absence shall be granted to any teacher who shall enter into active military service of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system, and all accumulated sick leave days acquired prior to entry into service will be reinstated.

F. Sabbatical Leave for Teachers.

1. Qualifications

- a. The applicant possesses a Michigan Life or Permanent Certificate and has attained a BA-plus level on the salary schedule.
- b. The applicant has been employed in the Lansing School District for at least seven consecutive years. Absence from service for a period of not more than one year under a leave of absence without pay, granted by the Board for professional improvement, restoration of health, or maternity leave, shall not be deemed a break in continuity of service required by this Section.
- c. The applicant has not been granted a sabbatical leave of absence from the Lansing School District during the seven consecutive years of service immediately preceding current application.
- d. The applicant signs an agreement to return to service with the Lansing School District immediately upon termination of the sabbatical leave and continue in such service for a period of two years, unless causes beyond his control prevent,

ARTICLE XII (Cont.)

or to refund any compensation received from the Lansing School District while on leave except as the Board shall, by special action, waive such obligation.

- e. All applications shall be reviewed for recommendation to the Superintendent by a committee consisting of six members three appointed by the Superintendent and three appointed by the LSEA. The Committee shall consider among other qualifications the following: the extent of the applicant's professional study, travel, research, growth contributions, and successful service during the seven years.
2. Application
 - a. Applications shall be filed with the Assistant Superintendent for Personnel by the end of the first semester for leave beginning the following September. For leave beginning in February, the application shall be filed by the end of the preceding June.
 - b. An applicant for sabbatical leave of absence shall file with the application form an outlined program for the period requested for sabbatical leave. This plan shall be indicated on an attached statement and include details for either study in an approved college or university, or a problem or project (research, writing, travel, to be pursued independently by the applicant.)
 - c. Sabbatical leave granted shall not exceed one percent of the total certificated staff in that current year.
 - d. A sabbatical leave shall not exceed two semesters. (State Law)
 3. Salary Protection
 - a. A teacher on sabbatical leave will be paid one half of his scheduled salary.

ARTICLE XII (Cont.)

F. Sabbatical Leave for Teachers (Cont.)

b. A teacher granted such leave shall advance on the salary schedule the same number of steps he would have advanced had he been on the staff in the Lansing School District.

4. Status While on Sabbatical Leave

a. A teacher on sabbatical leave shall be considered to be in the employ of the Lansing School District and shall have a contract. However, the Lansing School District shall not be held liable for death or injury sustained by any staff member while on sabbatical leave.

b. He shall be entitled to participate in any other benefits that may be provided for by rules and regulation of the Board.

c. The teacher shall be responsible for notifying the payroll department of the Lansing School District as to the place to which his checks should be addressed during his period of sabbatical leave.

5. Status Upon Return from Sabbatical Leave

A teacher, upon return from a sabbatical leave, shall be restored to his former position, if possible, or a position of like nature, retirement status, seniority, and any other former status.

G. Educational Leave

1. Leave of Absence for Study

a. A teacher who has been on the staff of the Lansing School District for a minimum of three years and has a record of satisfactory service shall be eligible for a study leave for a period of up to two years, provided said teacher states his intent to return to the Lansing School District for a minimum period of one year. Upon return, he will be restored to his former position, if possible, or a position of like nature.

ARTICLE XII (Cont.)

G. Educational Leave (Cont.)

- b. A teacher requesting a leave of absence for study shall be required to take at least ten semester hours a semester or ten term hours a quarter in a university or college accredited by the North Central Association of Colleges and Secondary Schools or equivalent agency. Course hours taken during the summer do not count as part of the ten hour requirement.
 - c. Study leave shall be a leave without pay and may be granted by the Board on recommendation of the Superintendent, after receiving the recommendation of the committee provided for in paragraph F (1) e.
 - d. A teacher being granted a leave of absence for study shall advance on the salary schedule as he would have advanced had he been employed in the Lansing School District provided a transcript is filed indicating the required credits have been earned.
 - e. Requests for leave of absence for study shall be made to the Assistant Superintendent for Personnel.
2. Exchange Teaching
- a. A teacher may apply for exchange teaching assignment for a period not to exceed one year in another State of the United States, country, or a territory of either, following five years of satisfactory service in the Lansing School District, provided said teacher states his intent to return to the Lansing School District for a minimum of one year.
 - b. Exchange leave with pay may be granted by the Board on recommendation of the Superintendent, after receiving the recommendation of the committee provided for in paragraph F (1) e.

ARTICLE XII (Cont.)

2. Exchange Teaching (Cont.)

- c. A teacher being granted an exchange teaching leave of absence shall advance on the salary schedule as he would have advanced had he been employed in the Lansing School District.
- d. Requests for a leave of absence for exchange teaching assignments shall be made by the end of the first semester for leave beginning the following September.

3. Teaching for the United States Government

- a. A teacher who has been employed in the Lansing School District for a minimum of three years and has a record of satisfactory service shall be eligible for a leave of absence for a period not to exceed two years to teach in an assignment abroad in schools maintained by the United States, provided said teacher states his intent to return to the Lansing School District for a minimum period of one year. Upon return he will be restored to his former position, if possible, or a position of like nature.
 - b. Such leave granted shall be leave without pay and may be granted by the Board on recommendation of the Superintendent after receiving the recommendation of the committee provided for in paragraph F (1) e.
 - c. A teacher granted such leave shall advance on the salary schedule as he would have advanced had he been employed in the Lansing School District.
 - d. Requests for a leave of absence for such an assignment shall be made by the end of the first semester for a leave beginning the following September.
- ### 4. Teaching - Peace Corps or Other Special Program
- a. A teacher who has been on the staff of the

ARTICLE XII (Cont.)

4. Teaching--Peace Corps or Special Program (Cont.)

Lansing School District for a minimum of three years and has a record of satisfactory service shall be eligible to take an assignment in the Peace Corps or in any other special program for a period not to exceed two years, provided that said teacher states his intent to return to the Lansing School District for a minimum period of one year. Upon return he will be restored to his former position, if possible, or a position of like nature.

- b. Such leave granted shall be leave without pay and may be granted by the Board on recommendation of the Superintendent after receiving the recommendation of the committee provided for in paragraph F (1) e.
- c. A teacher granted such leave shall advance on the salary schedule as he would have advanced had he been employed in the Lansing School District.
- d. Requests for a leave of absence for such an assignment shall be made by the end of the first semester for a leave beginning the following September.

H. Public Office Leave

1. A teacher who has been on the staff of the Lansing School District for a minimum of three years and has a record of satisfactory service shall be entitled to a leave of absence without pay to campaign for, or serve in, a public office.
2. Such leave shall be granted in segments of one semester or more by the Board on recommendation of the Superintendent. A candidate for public office may be granted the opportunity, whenever possible, to appear before community groups upon approval of his immediate supervisor.

ARTICLE XII (Cont.)

H. Public Office Leave (Cont.)

3. A teacher granted such leave shall be restored to his former status upon return, if absent for not more than one semester. Otherwise, he shall be placed in a position of like nature.
4. For those not taking a political leave of absence, total political office leave days, conferences (Article IV, paragraph F), and State Curriculum leave days shall not exceed ten days per school year.

I. Personal Leave

1. A personal leave for certificated teachers shall be provided at the rate of two days per year. Any unused portion of the personal leave becomes additional accumulated sick leave. That which is considered justification for the utilization of the personal leave policy is the following:
 - a. certain types of family obligations
 - b. legal commitments
 - c. religious observance
 - d. unusual circumstances related to professional growth
 - e. emergencies requiring the teacher's absence

The personal leave shall be used only for the purpose of handling personal affairs which cannot be transacted on the weekend or after school hours. It is not provided for casual or indiscriminate use.

2. Teachers wishing to make use of the leave must submit a request to the Assistant Superintendent for Personnel at least five days in advance of the anticipated absence except in cases of emergency.
3. Any teacher who by willful misrepresentation violates this personal leave policy shall forfeit all accumulations and any further right under absence from work policy until reinstated in good standing by the Board on the recommendation of the Superintendent.

ARTICLE XII (Cont.)

J. Re-employment Status of Former Lansing Teachers

Any former teacher of the Lansing School District who is re-employed within a period not exceeding five years shall be placed on the salary schedule at the next step above the one on which his salary was based when he left the school district. Proper credit will be given for professional advancement should the teacher have advanced to a higher academic degree level since leaving the school district.

K. Leaves for Other Purposes

Leaves of absence with full pay not chargeable against the teacher's sick leave shall be granted for the following reasons: (1) Absence when a teacher is called for jury service. (2) Court appearance when subpoenaed as a witness in any case connected with the teacher's employment or the school. (3) Approved visitation of other schools. (4) Time necessary to take the selective service physical examination. (5) When attending any function when so directed by the Administration.

ARTICLE XIII

RETIREMENT AND SEVERANCE PAY

A. Retirement Pay

Upon retirement under the Michigan Teachers' Retirement Act and ten (10) years of service with the Lansing School District, the teacher shall receive a lump sum payment computed by multiplying his last daily rate of pay by twenty percent (20%) of his accumulated sick leave days, but not to exceed \$900 for the 1966-67 and 1967-68 school years and not to exceed

ARTICLE XIII (Cont.)

\$1000 for the 1968-69 school year.

B. Severance Pay

A teacher is eligible for severance pay after ten (10) years of service with the Lansing School District. For the purpose of this benefit, sick leave days shall accrue beginning with the 1966-67 school year. The teacher shall receive a lump sum payment computed by multiplying his last daily rate of pay by twenty-five percent (25%) of his accumulated sick leave days, but not to exceed \$800.

The following will disqualify a teacher for eligibility for severance pay:

1. Any teacher whose dismissal is sustained by the Michigan State Tenure Commission.
 2. Any teacher who is dismissed or resigns at the request of the Board if the dismissal or request for resignation is deemed to be for just cause by the LSEA.
 3. Any teacher who leaves the system contrary to the provisions of the Michigan State Tenure Act or contrary to the terms of his employment contract.
 4. Any teacher who has previously received this benefit from the Lansing School District.
- C. A teacher may select to receive benefits under either the retirement or severance provisions of this Article, but not both.

ARTICLE XIV

INSURANCE PROTECTION (Fringe Benefits)

PURSUANT to the authority set forth in Section 617 of the

ARTICLE XIV (Cont.)

School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection.

- A. The Board shall provide up to \$15.00 per month for 1966-67 school year and \$20.00 per month for the remainder of the Agreement to be applied as the teacher desires toward health insurance from Michigan Blue Cross-Blue Shield, or one or more of the following options available through the Michigan Education Special Services Association:
 - 1. Hospitalization and major medical for the insured and dependents.
 - 2. Group term life insurance.
 - 3. Salary protection
- B. If a man and wife are employed by the Board, they shall have the option of applying both subsidies toward one insurance program.
- C. The Board's insurance contributions shall begin in September of each year and continue for twelve (12) full months.
- D. The Board shall adopt the necessary resolution and do all those things necessary to provide Association members a payroll deduction for the right to the benefits of the Michigan Education Association Tax Deferred Annuities program. Payroll deductions for other tax deferred annuity programs shall be allowed by the Board upon designation of intent on the part of a minimum of 150 teachers. This shall in no way impair or preclude those programs presently in existence and recognized by the Board.

ARTICLE XV

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. A Committee composed of 3 LSEA members and 3 Administration members shall be formed by October 1, 1966 to study the present Self-Improvement Survey Program and to make recommendations to the Board and the LSEA negotiating teams by March 1, 1967. Such recommendations shall be negotiated by the LSEA and the Board for implementation in the fall of 1967.
- C. Teachers may have access to their personnel files once each semester to review any document prepared by the teacher himself, college transcripts, progress evaluation forms prepared by the principal or supervisor, and other miscellaneous documents and information which are not received as privileged or confidential. Complaints by a parent directed toward a teacher shall be called to the teacher's attention if a permanent record is to be made of such complaint.
- D. A teacher shall at all times be given the opportunity and the responsibility of having present a representative of the LSEA when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. In no case shall this be done publicly except as required in the State Tenure Law. Any such discipline, reprimand or reduction in rank, compensation, or advantage including

ARTICLE XV (Cont.)

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 negotiations procedure hereinafter set forth.

ARTICLE XVI

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 the 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 regular classroom teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility of psychotherapy. Whenever it appears to the classroom teacher and counselor and/or visiting teacher that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration shall take immediate steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Any case of employment related assault upon a teacher shall be immediately reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his rights and obligations in connection with handling of the incident

ARTICLE XVI (Cont.)

by law enforcement and judicial authorities.

- C. If any teacher is criminally complained against or sued by reason of lawful disciplinary action taken by the teacher against a student, the Board shall provide legal counsel for his defense.
- D. The Board will reimburse teachers who, without fault on their part suffer any loss, damage, or destruction of clothing or personal property while in the performance of their duties and as a result of the performance of their duties unless such loss is covered by insurance or reimbursement is obtainable from other sources.
- E. Any complaint by a parent of a student directed toward a teacher shall be called promptly to the teacher's attention at the discretion of the person receiving the complaint.
- F. Teachers shall exercise care with respect to the safety of pupils and property, and the Board agrees to indemnify and hold harmless any teacher to the extent he is held pecuniarily liable in excess of \$10,000 for any claim for damages to persons or property that arise out of an incident related to his employment and further agrees to provide a defense against any such action.
- G. Time lost by a teacher, other than for disability, in connection with any incident mentioned in this Article shall in no way be charged against the teacher.

ARTICLE XVII

NEGOTIATION PROCEDURE

- A. When the salary schedule is reopened for negotiation, as provided in Article IV of this Agreement, the LSEA

ARTICLE XVII (Cont.)

and Board will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule and/or fringe benefits. At least sixty days prior to the expiration of this Agreement, the LSEA and Board will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

- B. In any negotiations described in this Article, neither the LSEA nor the Board shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership at large of the LSEA who casts votes, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the LSEA and Board fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board, or take such action as it deems necessary which is within the scope of the State Labor Mediation Act.

ARTICLE XVIII

GRIEVANCE PROCEDURES

A. Definitions

1. A "grievance" is any alleged violation of the

ARTICLE XVIII (Cont.)

A. Definitions (Cont.)

application, meaning, or interpretation of this Agreement and/or established teacher personnel policy.

2. An "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes individuals or groups who are members of the bargaining unit covered by this Agreement.
4. A "party in interest" is the person or persons making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
5. The term "days" shall mean calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more LSEA representatives (Association Representatives) for each school building who shall be recognized as official representatives of the LSEA in grievance procedures.
2. The LSEA shall establish a Professional Rights and Responsibilities Committee (PR & R Committee) which shall be broadly representative and which shall serve as the LSEA grievance committee. In the event that any LSEA Representative or any member of the PR & R Committee is a party in interest to

ARTICLE XVIII (Cont.)

C. Structure (Cont.)

any grievance, he shall disqualify himself and a substitute be named by the LSEA.

D. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the LSEA and the Administration. In the event a grievance is filed on or after June 1, which is left unresolved until the beginning of the following school year, 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.

1. Level One

A teacher with a grievance may first air it with his immediate supervisor or principal either individually, together with his LSEA Building Association Representative, and/or through another official LSEA Representative.

2. Level Two

a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the LSEA's PR & R Committee. An LSEA Representative will assist in writing the grievance.

b. Within five (5) days of receipt of the grievance, the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and notifies the claimant, the teacher may continue to process his claim without the LSEA support. If

ARTICLE XVIII (Cont.)

D. Procedure (Cont.)

the committee decides there is a legitimate grievance, it shall immediately submit the written claim to the Assistant Superintendent for Personnel or his representative. Within ten (10) days from receipt of the grievance he shall render a written decision as to the solution.

3. Level Three

In the event 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) days from the date of receipt of the grievance by the Assistant Superintendent for Personnel, the teacher may refer the grievance individually or through the PR & R Committee to the Superintendent. Within ten (10) days from receipt of the written referral by the Superintendent he shall meet with the LSEA's PR & R Committee chairman and the LSEA's Negotiating Team or the teacher, as the case may be for the purpose of arriving at a mutually satisfactory solution to the Grievance problem. A written decision shall be rendered within ten (10) days.

4. Level Four

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Three, the grievance shall be submitted by the PR & R Committee at their discretion to binding arbitration before an arbitration panel consisting of three members, one chosen by each of the parties hereto which arbitrators shall select a third member. If there is no agreement as to the third panel member, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any

ARTICLE XVIII (Cont.)

evidence not previously disclosed to the other. The arbitration panel shall have no power to alter, add to or subtract from the terms of this Agreement. Both the Board and the LSEA agree to be bound by the award of the arbitration panel. The costs of any arbitration under this Article shall be shared equally by the Board and the LSEA.

E. Rights to Representation

No teacher may be represented by any teacher organization other than the LSEA in any grievance procedure initiated pursuant to this Agreement.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the LSEA Representative or the LSEA PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. Copies of all written decisions of grievances shall be sent to all parties involved and the LSEA Executive Secretary.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the superintendent and the PR & R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance problem.
6. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.

ARTICLE XIX

IN-SERVICE TRAINING

The parties recognize that in our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes.

- A. The Board may provide for teachers, during school hours, workshops, conferences and programs designed to improve the quality of instruction.
- B. The Board shall arrange after school courses, workshops, conferences, and programs designed to improve the quality of instruction. Teachers shall determine for themselves whether such activities are applicable and worthwhile. Attendance shall be voluntary.

ARTICLE XX

COUNSELORS

A Committee composed of one representative of each of the secondary schools, one elementary counselor representative, one LSEA representative, and one administration representative shall be formed by October 1, 1966, to study the common concerns of counselors at the elementary and secondary levels and to make recommendations to the Board and the LSEA negotiating teams by March 1, 1967. Such recommendations shall be negotiated by the LSEA and the Board for implementation in the fall of 1967.

ARTICLE XXI

DUES DEDUCTION

- A. The Board agrees to deduct from teacher's salaries teacher organization dues for only the LSEA, the Michigan Education or the National Education Associations, or any combination of these organizations as the teachers individually and voluntarily authorize the Business Office to deduct, and to transmit the amount deducted to such recipients as may be authorized by the above respective organizations.
- B. Each of the aforementioned organizations shall certify to the Business Office in writing the current rate of its membership dues.
- C. Each teacher who desires to authorize such deduction shall file with the Business Office a signed and dated "Continuing Membership Form."
- D. Deductions shall be made the first pay period of each month provided that deductions for such membership dues shall not supersede any legally required deductions or deductions authorized prior to the date of this Agreement and the Board shall not be required to make any check-off for membership dues if the teacher's pay is not sufficient to cover the membership dues in any pay period. The Business Office shall not be required to honor for any month's deduction any authorizations that are delivered to the Payroll Office later than four weeks prior to the distribution of the payroll from which the deductions are to be made.
- E. No later than September 30 of each year, the Board shall provide the LSEA with a list of those employees who have authorized dues deductions. The Board shall provide the LSEA monthly with any additions to or deletions from such lists.
- F. So long as a teacher remains on the payroll, the authorized deductions shall be continued yearly unless

ARTICLE XXI (Cont.)

the teacher notifies the Business Office in writing of his desire to discontinue or to change such authorization. Said notice must be given prior to September 1 of each year.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. The LSEA 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 LSEA and its membership to define acceptable criteria for professional behavior.
- B. This Agreement shall supersede any rules, policies, 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. Any future policies affecting professional personnel covered by this Agreement not herein mentioned must be negotiated before said policy is effective. 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.
- C. LSEA announcements shall be permitted at the close of building faculty meetings.
- D. Copies of this Agreement shall be printed at the joint expense of the Board and the LSEA and presented to all

ARTICLE XXII (Cont.)

teachers now employed or hereafter employed by the Board.

- E. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. The Board recognizes and respects the right of citizens to make suggestions for the improvement of public schools, but maintains that no group can deny academic freedom to educators. The Board recognizes that the education profession has both the right and the responsibility to insist that children must be free to learn and teachers free to teach broad areas of knowledge, including those considered controversial. The teacher shall have the responsibility of keeping his building principal informed on all controversial issues to be taught. Whenever any group or individual brings charges against a teacher concerning the teacher's freedom to teach, if the Board concurs with the teacher's position, it shall provide, without charge to the teacher, the necessary and sufficient leave of absence, legal assistance, and other support for the protection of academic freedom.
- G. Parties agree that the terms of this Agreement shall be effective commencing September 6, 1966.
- H. This Agreement shall be exclusively between the Board and LSEA and not be dependent upon the approval of any other organization.

ARTICLE XXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of September 6, 1966 and shall continue in effect for three (3) years until the 30th day of June, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No other organization may ask for exclusive bargaining rights during the fixed duration of this Agreement.

BOARD OF EDUCATION

By Nellie K. Musselwhite
Its President

By Richard L. Beers
Its Secretary

LANSING SCHOOLS EDUCATION ASSOCIATION, INC.

By John R. Fouts
Its President

By Norma E. Hanson
Its Secretary

APPENDIX A

LANSING SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE - 1966-67

1. The following shall be the schedule of basic teacher salaries for the 1966-67 school year.

<u>Step</u>	<u>BA</u>	<u>BA+</u>	<u>MA</u>	<u>MA+</u>	<u>PhD</u>	<u>Non-Degree</u>
1	\$5600 (1.00)	\$5740 (1.025)	\$5880 (1.05)	\$6160 (1.10)	\$6440 (1.15)	\$4760 (.85)
2	5880 (1.05)	6020 (1.075)	6160 (1.10)	6440 (1.15)	6720 (1.20)	4928 (.88)
3	6160 (1.10)	6300 (1.125)	6440 (1.15)	6720 (1.20)	7000 (1.25)	5096 (.91)
4	6440 (1.15)	6580 (1.175)	6720 (1.20)	7000 (1.25)	7280 (1.30)	5264 (.94)
5	6720 (1.20)	6860 (1.225)	7000 (1.25)	7280 (1.30)	7672 (1.37)	5432 (.97)
6	7000 (1.25)	7140 (1.275)	7280 (1.30)	7616 (1.36)	8064 (1.44)	5600 (1.00)
7	7280 (1.30)	7448 (1.33)	7616 (1.36)	7952 (1.42)	8456 (1.51)	5768 (1.03)
8	7616 (1.36)	7784 (1.39)	7952 (1.42)	8288 (1.48)	8848 (1.58)	5936 (1.06)
9	7952 (1.42)	8120 (1.45)	8288 (1.48)	8624 (1.54)	9240 (1.65)	6104 (1.09)

APPENDIX A TEACHERS' SALARY SCHEDULE (Cont.)

<u>Step</u>	<u>BA</u>	<u>BA+</u>	<u>MA</u>	<u>MA+</u>	<u>PhD</u>	<u>Non-Degree</u>
10	8288 (1.48)	8456 (1.51)	8624 (1.54)	8960 (1.60)	9632 (1.72)	6272 (1.12)
11	8624 (1.54)	8792 (1.57)	8960 (1.60)	9352 (1.67)	10024 (1.79)	6440 (1.15)
12	8960 (1.60)	9128 (1.63)	9296 (1.66)	9744 (1.74)	10416 (1.86)	6720 (1.20)
13	--	--	9632 (1.72)	10136 (1.81)	10808 (1.93)	7000 (1.25)
14	--	--	9968 (1.78)	10528 (1.88)	11200 (2.00)	7280 (1.30)
17	--	--	10268	10828	11500	--
20	--	--	10568	11128	11800	--
21	9260	9428	--	--	--	--
23	--	--	10868	11428	12100	--
26	--	--	11168	11728	12400	--

11. The Board shall effect a change in salary status for professional personnel during the contractual school year when a staff member achieves a Bachelor's degree plus, Master's degree, Master's degree plus, or a Doctor's degree level on the salary schedule and his salary shall be adjusted accordingly.

TEACHERS' SALARY SCHEDULE (Cont.)

III. Regular Summer School Pay

Regular summer school teachers shall be paid at the rate of \$5.00 per hour for the summer of 1967.

APPENDIX B

EXTRA PAY FOR EXTRA WORK

I. Athletics

A. <u>Senior High Schools</u>	<u>1966-67</u>	<u>1967-68</u>	<u>1968-69</u>
*Athletic Director	\$ 900	\$1000	\$1100
Head Football	1050	1050	1100
Assistant Football	600	600	650
Head Basketball	950	950	1000
Assistant Basketball	550	550	600
Cross Country	400	450	500
Head Swimming	700	700	750
Assistant Swimming	300	350	400
Head Wrestling	700	700	750
Assistant Wrestling	300	350	400
Golf	400	400	450
Head Baseball	600	600	650
Assistant Baseball	400	400	450
Head Track	700	700	750
Assistant Track	550	550	600
Tennis	400	400	450
Equipment Manager	275	300	350

*One hour of released time beginning the second semester 1966-67.

B. Junior High Schools

Commencing in the fall of 1967 each junior high school will be allowed \$3150.00 per year

APPENDIX B (Cont.)

for junior high sports. A coach representative from each school, the athletic directors, the principals, the Director of Health, Physical Education and Athletics and a representative of the LSEA will meet to determine the amount to be paid for each individual responsibility. Said committee to make recommendations by February 1, 1967. For the 1966-67 school year each junior high school will be allowed \$2700.00 for junior high school sports. The athletic director will receive \$450.00

C. Junior and Senior High Schools

Girls' physical education instructors involved in intramurals (after school programs) shall be compensated under the following schedule:

	Júnior High	Senior High
1966-67	\$250.00	\$350.00
1967-68	250.00	350.00
1968-69	300.00	400.00

II. Other Activities

A. Senior High School

Debate Coach	\$ 600.00
Band Director	650.00
One hour for individual or small group instruction will be provided beginning in the 1967-68 school year.	
Choir Director	500.00
School Treasurer	500.00
Dramatics	200.00
per full length production	
School year book advisor	400.00
School newspaper advisor	300.00
Faculty business advisor for	

APPENDIX B (Cont.)

	newspaper and yearbook	\$ 300.00
B.	<u>Junior High School</u>	
	Book custodian	200.00
	Band Director	225.00
	Orchestra Director	150.00
	per school.	
	Choir Director	175.00
	School Treasurer	400.00
	Dramatics	175.00
	per full length production	
	School newspaper advisor	300.00
III.	<u>Athletic Department Activities</u>	
A.	<u>Senior High School</u>	<u>1966-67</u>
	1. Score board operators, announcers, and clock operators at football and basketball games	
	per event	\$6.00
	2. Score board operators, announcers, clock operators, clerks, ticket sellers and takers, judges and timers, scorers, and supervisors at all athletic events except those specifically designated above.	
	per event	5.00
B.	<u>Junior High Schools</u>	
	1. Activity assistance at any athletic event.	
	per event	4.00

APPENDIX C

SCHOOL CALENDAR Lansing School District 1966-1967

Teachers Meetings	Sept. 6- 7, 1966
School Opens	Sept. 8, 1966
Evening School Fall Term Begins .	Sept. 19, 1966
State Approved Teachers' Institute.	Oct. 6- 7, 1966
Thanksgiving Recess	Nov. 24-25, 1966
Evening School Fall Term Closes .	Dec. 1, 1966
Holiday Vacation Begins	Dec. 17, 1966
School Re-Opens	Jan. 3, 1967
Evening School Winter Term Begins	Jan. 4, 1967
First Semester Ends	Jan. 27, 1967
Second Semester Begins.	Jan. 30, 1967
Evening School Winter Term Closes	March 14, 1967
Spring Vacation Begins.	March 18, 1967
School Re-Opens	March 27, 1967
Evening School Spring Term Begins	March 30, 1967
Memorial Day Recess	May 30, 1967
Evening School Spring Term Closes	June 6, 1967
Baccalaureate	June 11, 1967
Commencement.	June 14-15-16, 1967
School Closes	June 16, 1967

For the providing of parent-teacher conferences at the elementary level, released time in the amount of four one-half days during the first semester may be granted and two one-half days during the second semester. The dates for such conferences shall be established by the respective elementary principals.

No. 1 - Teacher Master Agreement
September 23, 1966

LETTER OF UNDERSTANDING

TO: All Lansing Teachers and Administration
FROM: Ronald Jensen and Deward Clark
SUBJECT: Master Contract letter of understanding

To facilitate mutual understanding, the following decisions have been made regarding implementation:

1. The effective date regarding new hours for teachers (Article V) will be Monday, September 26, 1966.
2. Include at the end of Article IV, paragraph F "Michigan Education Association regional conference days shall not be included in the four days listed above."
3. Half time teacher subsidy - This is an economic factor that is negotiable for implementation for the 1967-68 school year. The present policy is still in effect.
4. Because of a special bussing problem, the following sixteen schools will have a different schedule than provided for in Article V, paragraph B:

Attwood	Harley Franks	Northwestern
Averill	Hurd	Post Oak
Cavanaugh	Kendon	Reo
Cumberland	Maple Grove	Walnut
Elmhurst	Michigan Avenue	
Fairview	Mount Hope	

These schools will use the following schedule:

1. Teachers shall be at assigned place of duty by 8:15 a.m.
2. Morning sessions shall be from 8:30 a.m. to 11:15 a.m.
3. Teachers will be in the building at 12:30 p.m.
4. Afternoon sessions shall be from 12:45 p.m. to 3:30 p.m.

No. 1 - Teacher Master Agreement (Cont.)

5. Teachers' day shall conclude at 20 minutes after the last class period of the day.

The prime philosophy underlying the negotiating of this agreement has been that disruption of the education of youth should be avoided or minimized. Schedule modification requests will continue to be scrutinized most rigidly by the LSEA and the Administration.

No. 2 - Teacher Master Agreement
October 3, 1966

LETTER OF UNDERSTANDING

TO: All Lansing Teachers and Administration
FROM: Ronald Jensen and Deward Clark
SUBJECT: Master Contract letter of understanding

There have been continuing requests for further clarification of the Master Contract. We are aware that some areas require clarification for all personnel. Our hope is to accomplish this through letters of understanding which should be attached to the Master Contract.

1. In Article I, paragraph A, supervisory and executive personnel are synonymous with personnel on the Administrative salary index.
2. Any general building teachers' meetings held before September 22nd (the signing of the contract) are not to be counted in the five hours per semester allotted for this purpose. Time included will be from the beginning of the meeting as called by the principal. It is the intent that faculty meetings start as soon as possible but in no circumstances should they start later than thirty (30)

No. 2 - Teacher Master Agreement (Cont.)

minutes after the last class period of the day.

3. One-half time teachers are to attend the four curriculum meetings referred to in Article IX. Failure to attend unless excused will result in the loss of one-half of that teacher's pay for the day. One-half time teachers are also required to attend the general building teachers' meetings and to participate in three school functions per school year.
4. Elementary teachers on the shortened lunch hour will continue required supervision at 12:30 p.m. On days of severe weather or in emergency situations when children enter the building before 12:30 p.m., principals may ask for assistance in supervision. The LSEA is confident that there will be no problem in securing volunteer help.
5. It is the intent of the last two sentences in paragraph A, Article XVI, to provide an orderly and systematic procedure for the handling of a pupil's case only when he has become so emotionally disturbed that he requires professional services that can not be offered in conjunction with normal classroom placement.

This action is intended both to relieve the teacher and the classroom from the devastating effect of the pupil's abnormal behavior and to provide a full opportunity for additional professional study and treatment. The ultimate goal is to help the pupil regain normal behavior patterns that will be acceptable in the classroom and can be expected to result in his getting a good education.

No. 3 - Teacher Master Agreement
November 10, 1966

LETTER OF UNDERSTANDING

TO: All Lansing Teachers and Administrators
FROM: Deward Clark and John Fouts
SUBJECT: Master Contract letter of understanding--
Transfers necessitated by enrollment change.

At a special conference held on November 8, 1966, the following people were present: Deward Clark, Robert Walker, Robert Chamberlain, Grace VanWert, Harlow Claggett, Ronald Jensen, John Fouts, Norma Hanson, Jan Miller, James Stoll and Paul Ziegenhagen.

1. The LSEA will be notified.
2. A conference will be held with a teacher, the principal and a representative from the instructional staff to inform the teacher that a transfer is being considered. The teacher will have the Executive Secretary present at this conference.
3. If the teacher prefers not to be transferred, an informational conference will be called by the Administration with those other teachers that may be affected by this transfer. The opportunity will be given to any of these teachers to volunteer within a twenty-four hour period. No discrimination shall be made against individuals who do or do not volunteer.
4. If there are no volunteers at Step 3, the matter shall be referred to the promotion and transfer committee. This group will study the situation and make a recommendation of action to the Assistant Superintendent for Personnel for the final decision.

LETTER OF UNDERSTANDING

TO: All Lansing Teachers and Administration
FROM: Deward Clark and John Fouts
SUBJECT: Master Contract letter of understanding--
System-wide curriculum meetings for the
second semester of the 1966-67 school year.

The Board of Education and the LSEA have mutually agreed to the following:

1. That the number of system-wide curriculum meetings for the 1966-67 school year be reduced from 4 to 2.
2. That these two meetings should be composed of one and one-half hours of actual meeting time, exclusive of driving time.
3. That the dismissal time on these two days be 2:00 p.m. rather than 2:30 p.m. specified in the Master Agreement.
4. That the following procedure shall be adhered to for attendance exceptions:
 - A. Scheduled events of a contractual nature shall be cleared through the principal.
 - B. Prior personal commitments shall be cleared through the LSEA office.
 - C. Emergency situations shall be cleared through the principal.

No. 5 - Teacher Master Agreement
January 30, 1967

LETTER OF UNDERSTANDING

TO: All Lansing Teachers and Administration
FROM: John Fouts and Deward Clark
SUBJECT: Master Contract letter of understanding
Pro-rating personal leave days

The Board of Education and the LSEA have mutually agreed to a pro-rating system for personal leave days credited to teachers.

- Teachers hired at the beginning of the school year
- Post 2 days
- Teachers hired after ninth week of first semester
- Post 1 1/2 days
- Teachers hired at the beginning of the second semester
- Post 1 day
- Teachers hired after the ninth week of the second semester
- Post 1/2 day

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