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6-30-73

MASTER AGREEMENT

between

LANSING SCHOOLS EDUCATION ASSOCIATION

and

LANSING SCHOOL DISTRICT BOARD OF EDUCATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

1971-1972

1972-1973

Lansing School Dist.



J. Miller

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LANSING SCHOOLS EDUCATION ASSOCIATION
MASTER AGREEMENT

This Agreement entered into on this 13th day of September, 1971, by and between the Board of Education of the Lansing School District, hereinafter called the "Board" and the Lansing Schools Education Association, hereinafter called the "LSEA".

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the LSEA as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for those employees included in the unit for bargaining as set forth in the paragraph below. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by LSEA and references to male teachers shall include female teachers. The term "Board" when used hereinafter shall refer to the Board of Education of the Lansing School District, its administrative agents and supervisory personnel within the meaning of Act 379.
- B. The following teacher personnel who hold valid contracts with the Lansing School District comprise this bargaining unit: K-12 classroom teachers, guidance counselors, librarians, School Psychologists or Diagnosticians, social workers, school social workers, special education teachers, speech and hearing therapists, remedial reading teachers, advanced instruction teachers, helping teachers, teachers of the homebound or hospitalized, attendance or truant officers, school nurses, and coordinators; but excluding: all ABE and High School completion teachers; per diem substitutes; E.I.P. intern teachers; supervisory and executive personnel, as well as any other certified and non-certified personnel employed by the Board.
- C. The Board agrees not to negotiate with any teachers' organization other than LSEA for the duration of this Agreement. Nothing herein is intended to prohibit the right of free communication between the Board or its representatives and the personnel included in the bargaining unit.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to join and support the LSEA

ARTICLE II (Cont.)

for the purpose of engaging in collective bargaining or negotiations. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment.

- B. Nothing contained herein shall be construed to restrict or deny to any teacher rights he may have under any other laws.
- C. LSEA announcements during duty hours shall be permitted only at the close of building faculty meetings. Association activities will in no way interfere with classroom or preparation time.
- D. The Board recognizes and respects the right of citizens to make suggestions for the improvements of public schools, but maintains that no group can deny academic freedom to educators. The Board recognizes that the education profession has both the right and the responsibility to insist that children must be free to learn and teachers free to teach broad areas of knowledge, including those considered controversial. Thus, no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas, except that:
 - 1. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
 - 2. The teacher shall have the responsibility of keeping his principal informed of all controversial issues to be taught outside the accepted course of study.

If any group or individual brings charges against a teacher designed to impede the teacher's freedom to teach, and 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.

- E. 1. The LSEA shall have the right to use building facilities at reasonable times and hours for teacher meetings outside their working day when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the building administrator. When special custodial

ARTICLE II (Cont.)

- service is required, the Board will charge the LSEA for the actual charge involved.
2. Duly authorized officials of the LSEA shall be permitted to transact official LSEA business on school property at all reasonable times, provided it does not interfere with or interrupt or affect normal school operations or assigned duties. It is the responsibility of the above mentioned officials to report their presence to the office of the building principal before their conference with any teacher.
 3. The LSEA, by its representatives, may, for LSEA purposes, enjoy the use of Board typewriters, calculating machines, duplicating equipment, audio visual and amplifying equipment at an annual rental fee of \$106.00 per annum plus the cost of materials and supplies; provided, however, all such use shall be only when such equipment is not in use, or needed for use, for educational or instructional purposes as determined by the building administrator. LSEA agrees to indemnify and hold harmless the Board of and from any damage or cost of repair arising out of LSEA use.
 4. The LSEA may post LSEA notices on one bulletin board in each building which shall be designated in writing by the building administrator to be, either all or in part, for LSEA use.
 5. The courier service may be used by the LSEA at its option. Service shall include a regular daily stop at the LSEA office, subject to the charge of one cent per posted unit picked up at the LSEA office. The LSEA shall also be entitled to utilize teacher mailboxes.
 6. All of the foregoing are granted solely to the LSEA and shall not be utilized by any other teacher organization as contemplated by P.A. 379. The LSEA agrees to indemnify and hold harmless the Board against and from any and all costs, expenses or money judgments and agrees to pay the same in behalf of the Board to the extent that any cost, expense or judgment shall arise out of, or be incurred in any lawsuit or other action wherein any party claims to have been aggrieved as the result of any of the privileges in this Article being granted solely to the LSEA to the exclusion of any other teacher association.
- F. The Board agrees to provide in the form in which it is available in the records of the District, upon written request of the duly designated LSEA representative, all financial and non-confidential personnel information relative to the District, excluding, however, any and all financial information or data which may be held not

ARTICLE II (Cont.)

accessible to teacher bargaining units by any statute, state administrative or judicial body.

- G. Teachers shall be entitled to full rights of citizenship.
- H. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the United Profession either on or off the school premises. However, teachers may not attach or glue any types of membership insignia to any part of the building structure.
- I. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or association with, the activities of any employee organization.
- J. Upon appointment with the Personnel Office, teachers shall 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. Such records will be made available at the Personnel Office and will not be removed from said office.
- K. Nothing herein shall require any teacher to be a member of, or participate in the activities of any organization.
- L. The LSEA shall be entitled to a total of fifteen (15) school days with pay and ten (10) school days without pay per year to be utilized by the LSEA as needed (subject to cancellation due to emergency) provided, however, such time is to be utilized only for the necessary business purposes of the LSEA and is specifically denied for arbitration use.

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

- M. Professional staff members, who by law do not qualify for tenure, shall after two years of satisfactory service in the Lansing School District be granted leaves of absence in accordance with leave qualifications required of tenure teachers.
- N. The Board and the LSEA recognizes the significance and priority of the goal established in the policy on Recruitment and Selection of Certificated Personnel, and acknowledges the charge to the Superintendent and

ARTICLE II (Cont.)

Assistant Superintendent for Personnel to recommend appointments for staff positions on merit with increased racial and ethnic integration to approximate the racial and ethnic composition of the student population served by the Lansing School District. The Board and the LSEA shall promote an aggressive effort to recruit members of minority groups for employment in the schools.

ARTICLE III

ASSOCIATION AND TEACHER RESPONSIBILITIES

- A. Teachers shall be in the classroom for the days contracted. Permitted absences without pay for purposes or reasons not covered by this Agreement shall be recorded and a history of such absences may constitute a basis to refuse to rehire a teacher. Any unexcused absence will result in an entry to that effect in the teacher's personnel file, with notice thereof to the teacher and it, or a combination of these, may be cause for disciplinary action up to and including dismissal.
- B. No teacher on continuing* tenure shall discontinue his service with the Board except by mutual consent, without giving a written notice to said Board at least sixty days before September 1st of the ensuing school year. Any teacher discontinuing his services in any other manner than as provided in this Section shall forfeit in accordance with the Act his rights to continuing tenure previously acquired under the Tenure Act.
- C. The teacher and/or Association will in no way involve children or parents in disputes regarding Board policies or contract administration.
- D. Chest X-Ray
All teachers in the Lansing School District shall have a chest X-ray annually to furnish evidence of freedom from communicable tuberculosis. Upon approval of the Superintendent, a tuberculin skin test may qualify in lieu of the chest X-ray providing results have been interpreted by a physician as being negative and providing the physician signs a statement to the effect that the individual is free of tuberculosis.

A statement showing evidence of freedom from communicable tuberculosis shall be presented to the Personnel Office and placed in the teacher's personnel file no later than 14 days after the first day of regular school sessions of each school year, and shall be available for examination by Public Health Department personnel. Failure to provide such statement shall result in automatic disqualification and suspension without pay. X-ray or tuberculin skin test statements

ARTICLE III (Cont.)

acceptable may date back no further than December 1 of the preceding year.

- E. All Association materials intended for distribution or display in any property under the management of the Board shall be identified as Association material before display or distribution.
- F. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignment with professional proficiency, to plan adequately and make conscientious efforts to meet, if necessary, with children, parents, and/or administrators.
- G. Teachers are expected to indicate to the Board as soon as possible if they do not intend to return for the coming school year. Any teacher knowing on or before February 15 that he will not return the following school year shall file a notice of such intent with the office of the Assistant Superintendent for Personnel on or before such date. Any teacher determining after such date that he will not return the following school year will immediately upon knowing file a notice of such intent with the Assistant Superintendent for Personnel. Recognizing the assistance such notice will be to teachers desiring transfers, the LSEA will send notices to each building encouraging compliance with the provision of this paragraph by its membership.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. A claim by a teacher, group of teachers or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and/or written teacher personnel policies directly applicable to wages, hours or conditions of employment adopted by the Board may be processed as a grievance as hereinafter provided.
- B. 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. The names of such representatives of the Association shall be furnished in writing to the Director of Employee Relations at the beginning of each school year. No such representative shall act on behalf of the Association until the Director of Employee Relations has been advised of his designation in writing by the Association. Any changes in such representatives shall be reported to the Director of Employee Relations in writing.

ARTICLE IV (Cont.)

- C. The LSEA shall establish a broadly representative Grievance Committee, including as one of its members a former member of the Negotiations Committee. In the event that a member of the Grievance Committee is a party in interest to any grievance he shall disqualify himself.
- D. The number of days indicated at each step of the Grievance Procedure are calendar days, should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent.
- E. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- F. The failure of an Administrator to communicate his decision to the teacher within the specified time limits shall permit the teacher and/or Association to proceed to the next step in the Grievance Procedure.
- G. In the handling and processing of a grievance the following procedure shall apply:

1. Step One

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

2. Step Two

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

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

ARTICLE IV (Cont.)

3. Step Three

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

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

4. Step Four

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board or Association within ten (10) days after the date of the decision under Step Three. Following the written notice of request for submission to binding arbitration the Association and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for submission to arbitration, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

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

ARTICLE IV (Cont.)

Powers of the Arbitrator

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

- a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. He shall have no power to establish or alter salary schedules.
 - c. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- H. Both parties agree to be bound by the decision of the arbitrator and agree that either party may enter judgment thereon in any court of competent jurisdiction.
- I. Miscellaneous
1. A grievance may be withdrawn at any step without prejudice.
 2. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance.
 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. The form "Statement of Grievance" found in Appendix B will be the form used in the grievance procedure.
 6. Access shall be made available to records of all unprivileged information used in the determination and processing of the grievance.
 7. No grievance shall be filed for or by any teacher after the effective date of his resignation.
 8. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
 9. If any teacher has a grievance regarding any condition of employment covered by the Michigan Tenure Act, such grievance shall be dealt with exclusively through the provisions of said Act and the established procedures thereof.
 10. Two or more grievances on the same subject may be handled by the Board as one grievance. When

ARTICLE IV (Cont.)

such a situation occurs, the Association shall be notified and the answer directed to the Association representative or the Association.

11. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the LSEA, if the adjustment is not inconsistent with the terms of this Agreement, providing that the LSEA has been given opportunity to be present at such adjustment.
12. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.

ARTICLE V

TEACHING CONDITIONS

A. General Conditions

1. Subject to scheduling and priority as determined by the principal, secretarial service and office machines in the school buildings shall be available to teachers for school purposes.
2. The Board will continue its best efforts to have collections handled by the school offices.
3. 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.
4. The Board recognizes that the regular classroom teacher is not expected to assume the responsibility for emotionally disturbed students. Whenever it appears to the classroom teacher, the school principal and an appropriate auxiliary staff member that a particular pupil requires the attention of special counselors, 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. It is the intent here 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 cannot be offered in conjunction with normal classroom placement.
5. Telephone facilities shall be made available to teachers for their reasonable use. Long distance calls shall be made only in emergencies, with

ARTICLE V (Cont.)

the prior approval of the principal, and at the teacher's expense, if personal.

6. The Board shall make reasonable effort to provide adequate free parking space for teachers except when substantial capital investment would be required.
7. Vending machines may be installed in a teachers' lounge at the request and expense of the teachers in that building with the proceeds to be used for the teachers' building social fund.
8. The Board shall make available in each school a designated eating area, restroom and lavatory facilities exclusively for teacher use during school hours. At least one room of habitable nature, appropriately furnished, shall be reserved for use as a faculty lounge.
9. The Board shall provide adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required for the performance of daily teaching duties. 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, and standardized tests and questionnaires and other inanimate objects are the tools of the teaching professions. Upon request of the LSEA, the Board shall confer 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.
10. Materials such as textbooks supplied to students by the Board shall be available in sufficient supply by the opening day of each semester if the teacher is to be held accountable for achievement gains.
11. Instructional materials shall reflect the multi-ethnic nature of our society and shall be utilized in a manner consistent with the policies of the Lansing School District.

B. Teaching Assignments

1. 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. Exceptions may be made for tenure teachers with their approval.
2. No secondary teachers shall have more than three preparations a day; each modified, accelerated, and enriched class shall be considered

ARTICLE V (Cont.)

a separate preparation. Exceptions may be made with the teacher's approval.

3. Whenever practicable, returning teachers will be informed of the coming year's assignment by the close of the current school year. If changes in assignment are necessitated beyond that date, the principal will make a reasonable effort to notify the teacher. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels except for extenuating circumstances.
4. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency, it being understood expressly that the failure of a substitute to arrive on schedule or inability to secure a qualified substitute shall be considered an emergency.
5. A teacher may volunteer for extra duties where a teacher assignment is deemed necessary by the principal. Such assignment shall not be recognized as a regular assignment and shall be paid for at the rate specified in Article XVII.

C. Special Education Specifications

1. All Types

- a. student records will be available to the teacher prior to the placement of the student if such records are on file.
- b. teachers may request a case conference on a child at which time recertification may be requested.
- c. the Board shall provide diagnosticians and speech & hearing therapists to serve students.
- d. before a child is removed from a special education classroom, the principal, coordinator or director shall consult with the teacher involved.
- e. whenever practicable, returning teachers will be informed of the coming year's assignment (achievement level) by the close of the current school year. If changes in assignment are necessitated beyond that date, the Director of Special Education will make a reasonable effort to notify the teacher. Every effort will be made to avoid reassigning probationary elementary school teachers to different achievement levels except for extenuating circumstances.
- f. teachers will be notified by either their supervisor or coordinator regarding their requests for teaching supplies and other materials. Teachers should indicate their priorities in the spring.

ARTICLE V (Cont.)

- g. upon notification of local, state, regional and national workshops, conferences and meetings related to Special Education, the special education office shall distribute such materials.
 - h. a committee composed of the Director of Special Education, one coordinator and four teachers appointed by the LSEA shall review the total process of placement and evaluation of students for the purpose of clarification, revision or both.
2. Type A - Elementary
- a. except in extenuating circumstances, Type A teaching personnel shall be served by special education helping teachers in the areas of reading, physical education, art and music.
 - b. a special education committee composed of two teachers chosen by the LSEA and three coordinators shall review all requests for teacher aides submitted by special education classroom teachers. The recommendation of this committee shall be reviewed by the Director of Special Education for final disposition.
- D. Counselors
- 1. There shall be one or more full-time counselor in each secondary school.
 - 2. The counseling chairman shall not be required to teach any guidance courses.
 - 3. No counselor shall be required to teach more than two sections of the guidance course.
 - 4. In the secondary schools, qualified guidance counselors shall be assigned no more than 70 students per counseling hour. Such ratio figures shall not include coordinators of specialized programs, work-study personnel or administrators.
 - 5. Counselors shall be free from direct punitive referrals, noon hour supervision and shall not be assigned additional responsibilities out of proportion to other staff members.
 - 6. The counselor will have the opportunity to initiate and carry on conferences with pupils during school hours, but with due regard for their academic programs.
 - 7. A counselor's employment may be extended at the discretion of the Board beyond the normal school year at the summer school rate of pay for the time employed during the summer.
- E. Part-time Teachers
- 1. Secondary teachers shall be hired according to the number of class periods taught (i.e. 1/5, 2/5, etc.).
 - 2. Elementary teachers shall be hired by half-days.
 - 3. All provisions of this agreement shall apply to regular part-time teachers on an equal ratio basis.

ARTICLE V (Cont.)

F. Department Chairmen

1. During the 1971-72 school year any subject matter department comprised of 35 or more subject hours per day shall have a department chairman 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. The principal shall provide an opportunity for individual teachers to make suggestions for department chairmen at least five (5) days prior to the selection of the department chairmen by the principal. The principal shall consider such suggestions in making his decision. Department chairmen of departments with less than 35 subject hours shall be selected in the same manner and shall be given released time with the approval of the principal and the consultant during periods of peak activity.
2. Department chairmen are not to be considered supervisory personnel.
3. Department chairmen shall be responsible directly to the principal for the performance of their duties and shall be given a formal evaluation each year.
4. During the 1972-73 school year the following secondary departments shall have one hour of released time: Science, Social Studies, Language Arts, Math and Counseling.
5. The provisions of this Article shall not apply when innovative staffing patterns are initiated.

ARTICLE VI

CLASS SIZE

- A. The Board and the Association shall participate when and where feasible and practical with private organizations, governmental units and agencies, or teacher groups in such innovative means as they deem advisable to accomplish the improvement of educational quality. It is recognized that in such experimental programs or organizational structures, working conditions as defined by this contract may be effected, and as such non-compliance will not be subject to the grievance procedure.
- B. The staff (principal and teachers) of each school shall be given the responsibility to determine the instructional organization of the school within the limits imposed by the staffing budget and in accordance with the goals of the Lansing School District, the final approval remaining the responsibility of the Board of Education.

ARTICLE VI (Cont.)

Staff Approval:

1. When the principal and a majority of the teaching staff in a given school approve a proposed program in their school, this will be considered staff approval under the terms of this contract. No program will be approved without meaningful community involvement.
 2. In a situation where a sub-set of teachers in a given building wish to organize and carry out a different staffing pattern that does not interfere with the rest of the program in the building, approval by this sub-set and by the principal will be considered staff approval under the terms of this contract.
- C. For purposes of alternate staffing patterns, when a staff agrees to reduce the number of professional staff below the allocated number for a given building or program, the money released shall be determined by multiplying the number of teachers not hired by the district-wide average teacher's salary. The staff involved will determine how this money is to be spent.
- D. In the establishment of experimental education programs mentioned above, class size ratios shall not be applicable.
- E. Elementary Maximums
1. K - 28
 2. One and two years out of Kindergarten 26 (Grades 1 and 2)
 3. Three to six years out of Kindergarten 30 (Grades 3 thru 6)
 4. In a situation where the continuous progress concept is in use, the class size shall not exceed those of the respective grade level equivalents.
 5. Teachers having combination grades in the same room shall have class sizes two below the respective grade level equivalents.
 6. If class sizes exceed three pupils over the guidelines without the consent of the teacher or teachers involved, the staff of the building shall meet to review and attempt to resolve the problem.
- F. Elementary Overloads
1. Teachers shall be paid \$5.00 per week per pupil in classes where there is one pupil over the maximum for elementary classes set forth above. Fractional overloads shall be paid on the basis of the first 2/3rds and every 1/3rd thereafter. Kindergarten classes shall be considered as separate units.
 2. Overloads shall be determined and paid each semester by using the average of three count dates. In 1971-72 the dates to be used the first semester shall be October 22, December 3 and

ARTICLE VI (Cont.)

January 21. The dates to be used the second semester shall be March 10, April 21 and June 2. In 1972-73 the dates to be used the first semester shall be October 20, December 1 and January 19. The dates to be used the second semester shall be March 9, April 20 and June 1.

G. Secondary Maximums

Class size maximums are set forth in Appendix C.

H. Secondary Overloads

1. Teachers shall be paid \$2.00 per week per pupil in classes where there is one pupil over the maximum for secondary classes set forth in Appendix C. Fractional overloads shall be paid on the first 2/3rds and every 1/3rd thereafter.
2. Overloads shall be determined and paid each semester by using the average of three count dates. In 1971-72 the dates to be used the first semester shall be October 22, December 3 and January 21. The dates to be used the second semester shall be March 10, April 21 and June 2. In 1972-73 the dates to be used the first semester shall be October 20, December 1 and January 19. The dates to be used the second semester shall be March 9, April 20 and June 1.

ARTICLE VII

TEACHING HOURS

- A. Services to be rendered by teachers include their participation outside of regular teaching hours in up to, and including, six school functions per school year and attendance at five hours of general teachers' meetings per semester. Time included will be from the beginning of the meeting as called by the principal. School functions shall include parent-teacher conferences as scheduled by the principal, PTA, staff developed community activities, supervision of extra-curricular activities of students, and attendance at any educational or civic function as approved by the principal. Athletic events are excluded except in junior high schools, where such required functions may be athletic events at the request of the teacher and the approval of the principal. This applies to all extra-curricular duties in which attendance is not voluntary but required. When a teacher has been assigned an activity and finds he cannot fulfill the responsibility, the teacher is required to report this to the administrator in charge and the teacher will secure a replacement subject to the approval of the administrator. No discrimination shall be made against individuals who do or do not volunteer. Attendance at all functions

ARTICLE VII (Cont.)

other than as provided for above shall be at the option of the individual teacher.

B. Elementary Hours

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

1. Teacher-pupil contact time - 5 hours, 30 minutes.
2. Teacher supervision.
- *3. Teacher Planning - 35 minutes at beginning of day. Group planning and evaluation sessions shall be scheduled as needed by staff.
- **4. Teacher lunch - 70 minutes duty free.
5. Pupil conferences - If parents request individual conferences regarding students and the parents are unable to meet during the normal day, the teacher will be available for individual conferences outside the above times.

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

*Scheduled library time may be used as additional planning time at the option of the teacher.

**In schools where lunch programs are provided, teachers will have a 45-minute lunch period, except at Gier Park and Maple Grove.

C. Junior High Hours

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

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

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

D. Senior High Hours

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

1. Vocational teacher assignment shall be two three hour blocks without homeroom or supervision assignments during school hours.
2. Teacher-pupil contact time shall include five periods of 50 or 55 minutes duration.
3. Teacher planning of one period duration. Group planning and evaluation sessions shall be scheduled as needed by staff.
4. Teacher lunch of one period duty free.
5. Teacher supervision, pupil conferences.

ARTICLE VII (Cont.)

6. A homeroom period not to exceed 15 minutes except in extenuating circumstances.
Total minimum duty time shall be 6 hours and 55 minutes.

E. Special Education Teaching Hours

1. WALNUT

- a. Teacher-pupil contact time - 5 hours, 30 minutes.
 - b. 35 minutes planning at beginning of day. Group planning and evaluation sessions shall be scheduled as needed by staff.
 - c. Teacher supervision - 10 minutes.
 - d. Teacher lunch - 60 minutes duty free.
 - e. Pupil conferences - 20 minutes.
- Total minimum duty time - 6 hours, 35 minutes.

Elementary orthopedic teachers shall be provided with 90 minutes per month of released time from their classroom duties to attend clinic staffing of their students. The clinic staff meets for two hours staffing time per week.

2. LINCOLN CENTER

- a. Teacher-pupil contact time - 5 hours, 15 minutes.
 - b. 65 minute block for planning, conferences, staffing.
 - c. Teacher lunch - 30 minutes duty free.
 - d. 15 minutes supervision.
- Total minimum duty time - 6 hours, 35 minutes.

3. BEEKMAN

- a. Teacher-pupil contact time - 5 hours, 30 minutes.
 - b. 60 minute block for planning, conferences, staffing.
 - c. Teacher lunch - 30 minutes duty free.
 - d. 15 minutes supervision.
- Total minimum duty time - 6 hours, 45 minutes.

4. TYPE A ELEMENTARY

- a. Teacher-pupil contact time - 5 hours, 30 minutes.
 - b. 35 minutes planning at beginning of day. Group planning and evaluation sessions shall be scheduled as needed by staff.
 - c. Teacher supervision - 15 minutes.
 - d. Pupil conferences - 10 minutes.
- Total minimum duty time - 6 hours, 30 minutes.

- F. 1. The Board may make changes in teaching schedules as necessary for periods of up to fifteen (15) school days in cases of unforeseen circumstances. Changes in the schedules for a period in excess of fifteen (15) school days shall be made by mutual agreement between the Board and the LSEA.

ARTICLE VII (Cont.)

2. The Board and the Association recognize that teachers have responsibility to pupils and the profession which requires performance of duties that involve expenditures of time beyond that provided in the minimum workday.
3. Planning and preparation time which is provided teachers during the school day must be used for professional work alone or in conjunction with other staff members, administrators or parents related to the teacher's assignment. Teachers may make use of such time for other necessary purposes when mutually agreed by the principal and the teacher.

G. Professional Public Librarian Hours

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.

ARTICLE VIII

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom in accordance with established Board policies and Building procedures. Each teacher, however, bears the primary responsibility for maintaining proper control and discipline. In exercising his responsibility, the teacher shall assure that all disciplinary actions and methods invoked are reasonable and just and in accordance with the policies and procedures referenced above.
- B. Temporary suspension of students from school may be imposed only by a principal or his assistant. The principal or his assistant and the teacher will cooperatively endeavor to achieve correction of student behavior through whatever avenues are reasonably available. A teacher may exclude a pupil from the classroom temporarily when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal or the assistant

ARTICLE VIII (Cont.)

principal, as promptly as his teaching obligations will allow, full particulars of the incidents. Before the principal or his assistant returns the student to the classroom, he shall inform the teacher of the corrective measures taken.

- C. 1. The Board agrees to indemnify and hold harmless any teacher to the extent he is held pecuniarily liable in excess of \$100,000 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 excepting, however, such coverage will not be provided in those cases of willful and wanton misconduct by the teacher.
2. Any case of employment related assault and battery upon a teacher shall be immediately reported to his immediate supervisor. The Board shall provide legal counsel to advise the teacher of his rights and obligations in connection with handling of the incident by law enforcement and judicial authorities.
3. Any teacher who is absent because of an injury inflicted by a Lansing School District student or his parent or legal guardian as a result of employment related activity shall receive from the Board 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 30 weeks. Beyond 30 weeks such payments would be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to his regular weekly pay until the compensable leave is exhausted.
4. The Board will reimburse teachers the current value of any clothing or other personal property damaged or destroyed as the result of an accident or assault and/or battery upon him suffered in the course of his employment unless such loss is covered by insurance or reimbursement is obtained from other sources. (Forms for reimbursement are available from one's immediate supervisor.)
5. In cases where the teacher is not found in a court of competent jurisdiction to be the responsible party, time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. No complaint by any parent, pupil or other person not employed by the Lansing School District shall become part of a teacher's personnel file without such complaint first being reviewed at a hearing in which the participants shall include the involved teacher, an LSEA representative, the teacher's immediate supervisor, and the Assistant Superintendent for

ARTICLE VIII (Cont.)

Personnel. The complaining party may be present if the party desires.

If, after such review, the complaint is to be made a part of the teacher's personnel file, the teacher shall be given a copy of the complaint, in writing, before it is filed. A transcript of the entire hearing may be taken at the election and expense of the teacher and made a part of the file at the teacher's election.

ARTICLE IX

TEACHER EVALUATIONS

- A. In order to establish the type of climate most conducive to professional growth through objective evaluation, the parties agree to re-examine policies, procedures and practices currently in effect regarding teacher evaluation. Toward this end, there shall be established by October 1, 1971, a joint Board-LSEA teacher evaluation committee composed of five representatives appointed by the Board and five appointed by the Association.

The Committee shall meet to review existing policies and to formulate recommendations for the improvement of evaluation procedures. A preliminary report shall be made to the respective Boards of both parties no later than February 1, 1972, and final recommendations shall be made no later than May 1, 1972. Upon adoption by the Board and the LSEA Board of Directors, such recommendations shall be implemented.

- B. The parties agree that until implementation of the committee recommendations, the existing Board policies covering teacher evaluation will remain in-force and subject to the following:
1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 2. A minimum of one thirty-minute classroom observation shall be required prior to each written formal evaluation.
 3. Written formal evaluations shall be made a minimum of twice a year during the probationary period. The written evaluation shall indicate those areas where growth is needed, as well as suggestions for improvements in those areas.
 4. Following each formal evaluation which shall include a conference with the evaluator, the teacher shall sign and be given a copy of all evaluation reports prepared by his principal, supervisor, other administrator, or designated evaluator. A teacher may submit additional comments to a written

ARTICLE IX (Cont.)

evaluation, and/or he may submit a self evaluation, if he so desires. The teacher's evaluation statements shall be attached to the file copy. The contents of any evaluation is not subject to the grievance procedure.

All written formal evaluations are to be placed in the teacher's personnel file. Upon request, a teacher shall be entitled to confer with the Assistant Superintendent for Personnel or his designee regarding his evaluation.

ARTICLE X

PROFESSIONAL CONDUCT

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement governing the professional conduct of teachers.
- B. The Board and the LSEA recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon the teaching profession and the Lansing School District. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include but are not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the offending teacher.
- C. Disciplinary action shall be defined as any oral warning, written reprimand or suspension.
- D. A teacher shall be entitled to have present a representative of the Association for any disciplinary action that is more serious than an oral criticism. If an Association representative is requested and notification for the disciplinary action is given, no longer than two school days may lapse before such action is taken.
- E. Whenever the result of a reprimand, or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing by the Administrator, the findings and decisions of the Administrator shall be filed, in writing, in the teacher's personnel file, and a copy thereof given to the teacher.
- F. No teacher shall be issued a reprimand, suspension or discharge without just cause.

ARTICLE XI

TRANSFERS AND VACANCIES

A. Transfers

1. The Board and the Association recognize that it may be necessary for the administration to accomplish transfers. For example, transfers may become necessary to meet load conditions, to meet instructional requirements, to maintain a balance of experienced and inexperienced teachers on a particular staff and to facilitate racial balance.
2. The Personnel Office shall by February 15 of each year post known openings by assignment and location that will be available the following school year. Teachers desiring to request consideration for transfer shall submit an application stating school, grade or position sought, and applicant's qualifications to the Personnel Office by March 1. The Personnel Office shall notify the teacher that his request has been received and is being processed. In the event of an opening in any school, the principal of such school shall be notified of, and interview, all transfer applicants on file who requested such an opening. All such applicants shall be informed when the vacancy for which they applied has been filled.
3. Subject to unusual circumstances such as listed in A 1 above, probationary teachers will be retained in the same assignment throughout their probationary period. When a transfer is necessary, the Association shall be notified.
4. In cases of involuntary transfers, teachers shall have the opportunity to meet with the Assistant Superintendent for Personnel or his designee to discuss the transfer. When circumstances so dictate, teachers affected shall be given a choice of available open positions.
5. The LSEA will be informed of all transfer requests that are not consummated.

B. Vacancies

1. Newly created certificated positions within the bargaining unit, as well as Helping Teachers and Coordinator positions, shall be advertised through written communication to each school building and the LSEA office and shall include the job description and necessary qualifications. If possible, all applicants will be interviewed by the immediate supervisor. It is recognized that newly created government positions may be filled through necessity prior to the end of the 12-day advertising period. As soon as practicable after the submission of an application for participation by the Lansing School District in any new government

ARTICLE XI (Cont.)

program, notice of the application including a description, to the extent known, of the number, type, and probable qualifications of the jobs to be created by such program, shall be sent to the LSEA office and to each school building.

2. A special committee consisting of three (3) members from the Administration and three (3) members from the LSEA shall review those job descriptions and qualifications of positions mentioned on page 25 for the purpose of recommending revision to the Assistant Superintendent for Personnel.

ARTICLE XII

REDUCTION IN STAFF

- A. The Association recognizes the exclusive right of the Board to determine monetary savings to be achieved by personnel or operation cuts in an emergency and the exclusive right to determine the area in which such cuts will be made. In cases requiring a reduction of the teacher work force, the order of reduction shall be:
 1. First year probationary teachers according to qualifications, certification and seniority, Seniority shall be defined as the employee's first working day in the Lansing School District.
 2. Second year probationary teachers according to qualifications, certification and seniority.
 3. Third year probationary teachers according to qualifications, certification and seniority.
 4. Tenure teachers according to qualifications, certification, and seniority.

At each of the various levels mentioned above, consideration shall be given to the philosophy expressed in the policy on Recruitment and Selection of Certified Personnel.

- B. Any teacher on tenure whose services are terminated because of a necessary reduction in personnel shall be appointed, according to seniority, to the first vacancy in the school district for which he is certified and qualified.
- C. If for any reason the Board anticipates a reduction of staff it shall, prior to taking formal action, consult with the LSEA to receive recommendations regarding priorities and procedures to be followed.
- D. In the event it becomes necessary to reduce the number of teachers through layoff of employment, or to reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate position(s), the Board shall determine the order of layoff provided, however, such action shall not be contrary to the priorities established under the Tenure Act and as

ARTICLE XII (Cont.)

prescribed by Section A on page 26. The Board shall endeavor to give forty-five (45) calendar days notice of layoff to the individual involved, and in any event, thirty (30) calendar days notice shall be given in all cases.

- E. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid-off, non-tenure teachers and tenure teachers and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits for any laid-off teacher's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement.
- F. The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said teacher, at his last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If a teacher fails to report to work within ten (10) calendar days from date of receipt of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board.

ARTICLE XIII

LEAVES OF ABSENCE

A. Leave of Absence for Reasons of Health

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

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

ARTICLE XIII (Cont.)

such instances, the teacher shall be returned to a comparable position for the balance of the school year.

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

B. Maternity Leave

A maternity leave of absence without pay shall be granted for women teachers on continuing tenure. Such leave is required for at least one month before and one month after the birth of a child. Such leave may be extended until the end of the school year. A statement of medical approval must be submitted to the Personnel Office during the seventh month and the eighth month of pregnancy and also upon return if such return is during the school year. Upon request of the teacher, leave will be granted for one additional school year.

C. Adoptive Leave

Any teacher on continuing tenure may apply for an adoptive leave without pay. When first notified that he has been accepted as an adoptive parent by the adoption agency, the teacher desiring leave shall apply to the Personnel Office for an adoptive leave which shall commence when the teacher assumes custody of the child, and shall continue for the duration of the school year.

Upon request of the teacher, the leave shall be extended for one additional school year.

D. Public Office Leave

1. A teacher who has been on the staff of the Lansing School District for a minimum of three years and has a record of satisfactory service shall be entitled to a leave of absence without pay to campaign for, or serve in, a public office.
2. Such leave shall be granted in segments of one semester or more by the Board on recommendation of the Superintendent.
3. Upon return from such leave, he shall be returned to a comparable position if the same position is not open.
4. Teachers holding political office requiring their occasional presence during school hours for non-compensable political office functions may utilize their available personal leave time for such absences.

ARTICLE XIII (Cont.)

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

1. Qualifications

- a. The applicant must be a full-time contractual professional employee and attained a BA+ on the salary schedule.
- b. The applicant has been employed in the Lansing School District for at least seven consecutive years. Absence from service for a period of not more than one year under a leave of absence without pay, granted by the Board for professional improvement, restoration of health, or maternity leave, shall not be deemed a break in continuity of service required by this Section.
- c. The applicant has not been granted a sabbatical leave of absence from the Lansing School District during the seven consecutive years of service immediately preceding current application.
- d. The applicant signs an agreement to return to service with the Lansing School District immediately upon termination of the sabbatical leave and to continue in such service for a period of two years, unless causes beyond his control prevent, or to refund any compensation received from the Lansing School District while on leave except as the Board shall, by special action, waive such obligation.
- e. All applications shall be reviewed for recommendation to the Superintendent by a committee consisting of six members, three appointed by the Superintendent and three appointed by the LSEA. The Committee shall consider among other qualifications the following: the extent of the applicant's professional study, travel, research, growth contributions, and successful service during the seven years.
- f. Requests for sabbatical leaves will be considered only for a full semester or a full school year.

2. Application

- a. Application shall be filed with the Assistant Superintendent for Personnel by the end of

ARTICLE XIII (Cont.)

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 in an attached statement and include details for either study in an approved college or university, or a problem or project in research to be pursued independently by the applicant, provided such problem or project is related to his professional obligation.
 - c. Sabbatical leave granted shall not exceed one percent of the total certified staff in that current year.
 - d. A sabbatical leave shall not exceed two semesters. (State Law)
3. Salary Protection
- a. A teacher on sabbatical leave will be paid one-half of his scheduled salary.
 - 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 regulations of the Board.
 - c. The teacher shall be responsible for notifying the Payroll Department of the Lansing School District as to the place to which his checks should be addressed during his period of sabbatical leave.
5. Status Upon Return from Sabbatical Leave
- A teacher, upon return from sabbatical leave, shall be restored to his former position, if available, and if not, then to a comparable position.
- 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

ARTICLE XIII (Cont.)

- 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. Application 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. Leaves must be for semester durations.
 - c. A teacher requesting a leave of absence for study shall be required to take at least ten (10) semester hours a semester or ten (10) term hours a quarter in a university or college accredited by the North Central Association of Colleges and Secondary Schools or equivalent agency which may include credit hours for conducting and/or compiling research towards an advanced degree course.
 - d. Study leave shall be a leave without pay and may be granted by the Board on recommendation of the committee provided for in Article XIII, Section F, paragraph 1, part e.
 - e. 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.
2. Exchange Teaching
- a. A teacher may apply for exchange teaching assignment for a period not to exceed one year in another state of the United States, another country, or a territory of either, following five years of satisfactory service in the Lansing School District, provided said teacher states 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 Article XIII, Section F, paragraph 1, part e.
 - 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

ARTICLE XIII (Cont.)

of the first semester for leave beginning the following September.

3. Teaching for the United States Government, Peace Corps, or other Special Programs
 - a. A teacher who has been employed in the Lansing School District for a minimum of three years and has a record of satisfactory service shall be eligible for a leave of absence for a period not to exceed two years to teach in an assignment abroad in schools maintained by the United States, provided said teacher states 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 Article XIII, Section F, paragraph 1, part 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. Leaves for Other Purposes

1. Absence for jury service. In such cases an employee will be paid the difference between his pay for that duty and his regular pay provided he has cooperated with school officials in attempting to obtain a postponement from such service for the period of the school year. Proof of service and pay must be submitted to the Payroll Office.
2. Leaves of absence with pay not chargeable against compensable leave shall be granted in connection with an appearance before a court or an administrative agency when subpoenaed as a witness in any case connected with the teacher's employment or the school, except that leave with pay shall not be granted in connection with unfair labor practice hearings involving the Board and the LSEA.
3. When attending any function when so directed by the Administration.
4. Release from regular duty with full pay may be granted, upon request, for approved visitation to other schools, which need not be in the Lansing

ARTICLE XIII (Cont.)

School District. Substitutes shall be provided for teachers released for the purposes on page 32.

ARTICLE XIV

COMPENSABLE LEAVE

- A. Compensable leave of ten (10) days for the school year shall be credited to the compensable leave account of each teacher. This benefit will be pro-rated for teachers hired after the beginning of the school year. Each teacher shall be entitled to an unlimited accumulation of the unused portion of each year's compensable leave which shall be available to him in future years. In addition, teachers shall be provided two personal leave days per year. Any unused portion of the personal leave shall become additional compensable leave.
- B. Compensable leave shall be granted in accordance with the schedule specified herein, subject to the following conditions:
 1. Personal illness: Bonafide physical or mental incapacity of the teacher to report for and discharge duties to the extent of unused days credited.
 2. Illness or serious injury in the immediate family: Absence necessitated because of the need of the personal attendance of the teacher. (Immediate family shall include the teacher's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care he is principally responsible.)
 3. Bereavement: Leave, up to a maximum of five (5) days when required, will be granted in the case of the death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandparents or grandchildren.
 4. Funerals: One day leave may be granted for funerals for persons other than in the immediate family. One additional day may be requested for funerals held more than 250 miles from Lansing.
 5. Personal Leave: A teacher taking a personal leave day shall file a notice of his intent to take such day with his principal or other immediate supervisor at least five (5) days prior to the date of such leave (except in case of emergency). Such notice shall include a statement of the reason for such leave.

Personal Leave shall not be used for:

- a. First or last week of each semester and the day before or the day after a holiday or vacation (except in an emergency as determined by the building administrator).

ARTICLE XIV (Cont.)

- b. Recreational pursuits, shopping, or pleasure trip with spouse (including accompanying spouse on his or her business trip).
- c. Other employment or seeking new employment.
- d. Child care.
- e. Any other leave provision in this Agreement. At the discretion of the Assistant Superintendent for Personnel, personal leave may be cancelled if there are more than 15 such request for any one day.

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

- a. Teachers hired at the beginning of the school year - Post 2 days.
 - b. Teachers hired after ninth week of first semester - Post 1-1/2 days.
 - c. Teachers hired at the beginning of the second semester - Post 1 day.
 - d. Teachers hired after the ninth week of the second semester - Post 1/2 day.
- C. Any teacher who willfully violates or misuses this compensable leave policy or who misrepresents any statement or condition under said policy shall forfeit all accumulations and any further right under said policy unless or until reinstated in good standing by the Board on recommendation of the Superintendent.
- D. Summer School: Summer school teachers shall be entitled to one and one-half (1-1/2) of their summer teaching day each summer as compensable leave. Compensable leave shall be used for personal illness or illness in the immediate family. In the event a teacher does not use any portion of the summer compensable leave, one full day of compensable leave shall be transferred to their regular cumulative leave.
- E. Each teacher shall present a signed statement indicating the reason for each absence, such statement to be filed in the principal's or immediate supervisor's office. The principal or immediate supervisor may request a physician's statement for an absence of five (5) or more days duration.
- F. Personal excused absences, without payroll or compensable leave deductions, may be authorized by the Assistant Superintendent for Personnel for affairs relative to community service.
- G. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of the substitute teacher's office number which they must call before 7:00 a.m. to report unavailability for work. It shall then be the responsibility of the administration to arrange for a substitute teacher. Each teacher shall at the time of reporting his absence state the type of leave being taken.

ARTICLE XIV (Cont.)

- H. Any teacher who is absent because of injury compensable under the Michigan Workmen's Compensation Law except as provided for in Article VIII, Section C, paragraph 3, shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his regular salary for a period up to four (4) weeks. Beyond four (4) weeks such payments would be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to his regular weekly pay until the compensable leave is exhausted.

ARTICLE XV

CURRICULUM

In order to establish the type of climate most conducive to curriculum growth and the development of responsible building autonomy, the parties agree to re-examine curriculum policies and procedures currently in effect. Toward this end there shall be established within one week after the opening of school a joint Board-LSEA committee composed of five representatives appointed by the Board and five appointed by the LSEA.

The committee shall meet as necessary to formulate a new role for the Instructional Council and its various contingent committees. A preliminary report shall be presented to the respective boards within thirty days after the opening date of school and a final recommendation within 60 days after the opening of school. Upon adoption by the respective boards, such recommendations shall be implemented.

The parties agree that until implementation of the committee recommendations the following shall remain in effect:

A. Curriculum Meetings

1. Building Curriculum Meetings

- a. Building curriculum meetings shall be half day sessions held on the second Thursday of November.
- b. Each teacher shall be required to attend the meeting(s) held in a building to which he is assigned. Failure to attend will result in the loss of one-half day's pay.
- c. Class schedules for the morning will be determined by the Administration. Meeting schedules for the afternoon shall be determined jointly by the administrator and Association representative of each building.
- d. The purpose of the building meetings will be to:
 - (1) Enable the entire staff to review and re-design the building curriculum.

ARTICLE XV (Cont.)

- (2) Enable departments or divisions within a building to review and re-design segments of the curriculum.
 - (3) Enable various committees or groups to deal with curriculum related problems.
- e. Additional guidelines and evaluative procedures may be issued by the Instructional Council.

2. System-Wide Curriculum Meetings

- a. The system wide curriculum meetings shall be half day sessions held on the third Thursday in February.
- b. Each full time teacher is required to attend as an obligation of his employment. Failure to attend, unless excused by the building administrator shall cause the loss of one-half day's pay.
- c. Class schedules for the morning shall be determined by the Administration; schedules for the afternoon shall be determined jointly by the Administration and the LSEA.
- d. The chairman and recorder for each of the various system-wide meetings shall be selected by a majority vote of the steering committee members. Minutes or summaries of the meeting are to be reproduced, either by the consultant's office or, if there is no consultant, by the secretary in the recorder's home school. Copies will be distributed according to the distribution list furnished by the Curriculum Department office.
- e. The functions of the system-wide curriculum sessions will be to:
 - (1) Discuss and take action on the recommendations of the respective steering committee.
 - (2) Hear reports of innovative programs in that area of the curriculum.
 - (3) Study ways of implementing curriculum decisions.
 - (4) Review decisions of the Instructional Council.

B. Steering Committees

1. The steering committee should hold a minimum of three meetings per semester. Curriculum consultants will be members and will serve as resource people and advisors in cooperation with the chairman. (Resource people would also include directors, central administrative staff, principals, parents, students, audio-visual personnel, and others determined by the curriculum committee.)
2. The LSEA Association Representatives will secure volunteers for curriculum steering committees

ARTICLE XV (Cont.)

during the first week of the fall semester. Each committee should have a broad representation of teachers from various grade levels and buildings, as well as student and parent representatives whenever possible.

3. Steering committees shall select their own teacher chairman in the spring to serve the following year.
4. Each steering committee shall be composed of 10 or more teacher volunteers, the coordinator of that particular area, and students and parents as determined by the committee.
5. The steering committees will present their recommendations for district-wide decisions in the Instructional Council. They will also conduct research and study as recommended by the Instructional Council.
6. Teachers wishing to propose innovative programs in a given building may present such proposals to the appropriate steering committee for approval. The building principal will be notified of and consulted on such proposals. If the proposal is rejected by the steering committee, the teacher may submit it to the Instructional Council for its consideration.
7. Details of the individual system-wide curriculum meetings will be determined by the respective steering committees, in cooperation with the Director of Curriculum.

C. Instructional Council

1. An Instructional Council is established to act as a decision-making body for recommendations to the Superintendent regarding curriculum development, instructional improvement, and staff development for the school district.
2. The Instructional Council shall be composed of nine administrators, nine teachers, five parents, and three students from the secondary schools in the system. Each of the 26 members shall have an equal vote in the matters before the Instructional Council. They shall be selected as follows:
 - a. The Superintendent of Schools shall appoint the nine administrative members, which shall include one senior high principal, one junior high principal and one elementary principal.
 - b. The LSEA President shall nominate, for ratification by the LSEA Board of Directors, nine teachers, such teachers to be representative of:
 - (1) The various curriculum areas;
 - (2) The elementary-secondary ratio;
 - (3) Minority groups;

ARTICLE XV (Cont.)

- (4) Groups such as helping teachers, counselors and diagnosticians, and
 - (5) The LSEA membership-at-large.
 - c. The Lansing PTA Council shall be responsible for the designation of parent members on the Instructional Council. The five parent members shall be representative of the total school population, including minorities. They shall reside in separate school attendance areas within the school district.
 - d. The Junior Board of Education shall appoint the three student members from separate secondary schools within the school system. The Junior Board itself shall function as a steering committee to advise the Instructional Council on student affairs. The student members of the Instructional Council shall attend all meetings of the council on an excused-absence basis. Their terms shall be for one year, with re-appointment permissible for a second term.
3. The Instructional Council shall be chaired alternately by the administrator co-chairman appointed by the Superintendent and the teacher co-chairman selected by the teacher representatives on the Council. The Chairman of the day shall retain his vote.
 4. The Instructional Council shall meet monthly on school time (second Wednesday at 1:00 p.m.) and such other times as the Council may determine. If any member of the Council cannot attend a meeting, he shall provide an appropriate substitute.
 5. Proposals to be implemented the following September shall be voted upon by the Instructional Council at its March meeting. Extensions or exceptions beyond the March deadline may be made with the approval of 2/3rds of the Council present. Types of proposals which receive Council attention and recommendation include staffing proposals, research proposals and Government proposals as well as innovative curriculum changes. However, proposals for innovative programs to existing curricular areas may be initiated by teachers and principals on a building basis.
 6. In the event that a proposal must be acted upon during the summer recess, or at other times when the entire Instructional Council is unable to meet, the Instructional Council Contingency Committee composed of seven members (three administrative representatives, three teacher representatives, and one parent representative) shall meet to make a disposition of the matter.

ARTICLE XV (Cont.)

Any action by such a Contingency Committee, however, must be reported back to the regular Instructional Council and be on the agenda of its next meeting.

7. The Assistant Superintendent for Instruction shall receive recommendations from the Instructional Council and present them to the Superintendent. The Co-Chairman shall communicate to the Council the disposition of Council-approved proposals or resolutions within one week after the Board's or Superintendent's action.
8. The Superintendent shall act on such recommendations from the Council or shall arrange for presentation of the recommendations to the Board for action.
9. Any Board-approved program shall be implemented as soon as feasible.
10. Instructional Council recommendations rejected by the Board or the Superintendent shall be returned to the Council for reconsideration. The Council shall have the authority to modify the proposals and re-submit them.

D. In-Service Training

1. The Board may provide for teachers during school hours, workshops, conferences and programs designed to improve the quality of instruction.
2. 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.

E. Conferences

After one year of service in the Lansing School District (exceptions may be made for those with prior professional conference commitments), a teacher, upon request, may be released from 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, however, is subject to the discretion of each principal as to scheduling feasibility. There shall be no more than 18 teachers requiring substitutes absent for such reasons at any one time, unless special authorization has been given by the 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. Substitutes shall be provided for teachers released for the above purposes. (Conference forms available from one's immediate supervisor.)

ARTICLE XV (Cont.)

- F. The Board agrees to involve teachers in the preparations of applications for state and federally funded projects.
- G. There shall be no more than thirty (30) E.I.P. interns in any given school year except by mutual agreement between the Board and the LSEA. The Board agrees to limit to seven (7) the number of interns to be supervised by each intern coordinator.

ARTICLE XVI

PAYROLL DEDUCTION

At the present time the legality of requiring teachers to join the Association or pay it a representation fee in the amount equivalent to its regular dues is unsettled. Subject to any future legislative enactments or final decision by the Michigan Supreme Court as to the legality of the following provisions the Board agrees:

- A. During the 1971-72 school year:
 - 1. The Board agrees to deduct from teachers' 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 Payroll Office to deduct, and to transmit the amount deducted to such recipients as may be authorized by the above respective organizations.
 - 2. Each of the aforementioned organizations shall certify to the Payroll Office in writing the current rate of its membership dues.
 - 3. Each teacher who desires to authorize such deduction shall file with the LSEA Office a signed and dated "Continuing Membership Form."
 - 4. Deductions shall be made the second 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 the 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 Payroll Office shall not be required to honor for any month's deduction any authorizations that are delivered to the Payroll Office later than two weeks prior to the distribution of the payroll from which the deductions are to be made.
 - 5. No later than October 15, the Board shall provide the LSEA with a list of those employees who have authorized dues deductions. The Board shall provide the LSEA monthly with any additions to or deletions from such lists.

ARTICLE XVI (Cont.)

6. So long as a teacher remains on the payroll, the authorized deductions shall be continued.
- B. Beginning with 1972-73 school year:
1. As a condition of continued employment, all teachers who were LSEA members in 1971-72, all teachers on leave during 1971-72 who were LSEA members during 1970-71, all teachers new to the district and all teachers returning to the district following a resignation, shall either:
 - a. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the United Profession (LSEA, MEA, NEA), and such authorization shall continue in effect from year to year, unless revoked in writing between June 1 and September 1 of a given year; or
 - b. Within thirty (30) days of the opening date of school or the commencement of employment if after the opening date of school, cause to be paid to the United Profession either by authorizing payroll deduction or in cash, a representation benefit fee equivalent to the dues of the United Profession (LSEA, MEA, NEA). In the event the representation benefit fee shall not be paid, the Board and the Association agree to institute procedures as set forth in section 2 of this article. It is agreed that with respect to any teacher to whom the foregoing provisions apply, failure or refusal to comply with such provisions constitutes just cause for dismissal, such dismissal to be made effective at the end of the semester in which the non-compliance occurs.
 2. The procedure in all cases where services are to be discontinued based upon non-compliance with this article shall be as follows:
 - a. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 - b. If the teacher fails to comply, the Association may file charges in writing, with the Board, with a copy sent to the teacher, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 - c. The Board or its authorized agents, upon receipt of said charges and request for

ARTICLE XVI (Cont.)

termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said act. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

3. In cases in which a teacher or teachers contest a discharge under the provisions of this article, and it is necessary for the Board to defend its position and to engage legal counsel and to incur expenses in so doing, the Association agrees to pay such expenses so incurred by the Board, provided that the Association shall have the sole right to select the legal counsel for which they are assuming the expenses and to determine the course and nature of the defense and/or appeal.
4. In the event the Board, acting on the request of the Association, discharges or attempts to discharge a teacher for failure to comply with section B of this article, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action except for any loss which may be caused by malfeasance or misfeasance of the Board's employees or agents.
5. Deductions shall be made the second 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 Payroll Office shall not be required to honor for any month's deduction any authorizations that are delivered to the Payroll Office later than two weeks prior to the distribution of the payroll from which the deductions are to be made.
6. The Board agrees to promptly remit to the respective Association all monies so deducted, accompanied by a list of the teachers' names from whom such deductions have been made and the amount of the deduction. The balance of the annual dues or benefit fees shall be deducted from the final pay check of any teacher resigning his position, receiving a leave of absence or terminating his employment after the opening of school. The Board assumes no responsibility for such deduction if notice of termination is given after the final check has been issued.

ARTICLE XVI (Cont.)

The LSEA shall, at least sixty days prior to the beginning of each school year give written notification to the Business Office of the amount of its dues and those of the MEA and NEA which are to be deducted in that school year under such authorizations. The amounts of the deductions for these dues or benefit fees shall not be subject to change during the entire school year. For the purpose of this article, the term "School Year" shall mean the twelve-month period beginning with the opening of school in the fall of each year. The right to refund to teachers monies deducted from their salaries under such authorization shall lie solely with the LSEA.

7. The LSEA agrees to reimburse the Board \$100.00 for the cost incurred in administering this Article.
- C. Payroll deductions and reductions are also available for the following purposes upon written authorization of the teacher:
1. U.S. Savings Bonds and/or Freedom Shares
 2. United Fund Contributions
 3. Lansing Teachers Credit Union
 4. Tax Sheltered Annuities
 5. Other purposes approved by the Board.
- D. The LSEA agrees to indemnify and save the Board harmless against any and all claims, suits or other forms of liabilities arising out of the Board's deduction from a teacher's pay for reasons other than malfeasance or misfeasance of the Board's employees or agents.

ARTICLE XVII

COMPENSATION

- A. When a regular pay day occurs within a vacation period during the school year, checks shall be mailed to the employee's home prior to the regularly scheduled pay date or that pay day shall be advanced to the last day prior to the beginning of said vacation period at the option of the Board.
- B. A teacher who is required as a part of 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 twelve cents (12¢) per mile. Mileage will be computed on the basis of actual miles logged and reported each month.
- C. Teachers transferring into the Lansing School District shall be given full credit for teaching experience up to eight years. 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

ARTICLE XVII (Cont.)

salary was based when he left the Lansing School District, or shall be given credit for teaching experience as provided in this section, whichever is greater.

D. Fringe Benefits

1. Retirement

- a. 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 per cent (20%) of his accumulated compensable leave days, but not to exceed \$1,500.
- b. The following will disqualify a teacher for eligibility for retirement pay:
 - (1) Any teacher whose dismissal is sustained by the Michigan State Tenure Commission.
 - (2) Any teacher who is dismissed or resigns at the request of the Board.
 - (3) Any teacher who leaves the system contrary to the provisions of the Michigan State Tenure Act or contrary to the terms of his employment contract.
 - (4) Any teacher who has previously received this benefit from the Lansing School District.

2. Insurance Protection

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

- a. The Board shall provide a choice of full family health insurance or \$25 per month, at the teacher's option, to be applied to one or more of the following programs:
 - (1) MEA Super Medical Semi-Private
 - (2) Blue Cross-Blue Shield (MVFI) with Master Medical Semi-Private
 - (3) One of the group insurance options available through M.E.S.S.A.
 - 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.
- #### 3. Life Insurance
- The Board shall provide without cost to the teacher a group life insurance plan providing a \$7,000

ARTICLE XVII (Cont.)

benefit, with a provision for double indemnity in case of accidental death and a waiver of premium provision.

E. LANSING SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE

1971 - 1972

Step	B.A.	B.A.+	M.A.	M.A.+	Non-Degree
1.	\$8275 (1.00)	\$8606 (1.04)	\$8937 (1.08)	\$9599 (1.16)	\$6059
2.	8606 (1.04)	8937 (1.08)	9268 (1.12)	9930 (1.20)	
3.	9185 (1.11)	9516 (1.15)	9847 (1.19)	10509 (1.27)	
**4.	9765 (1.18)	10096 (1.22)	10427 (1.26)	11089 (1.34)	
5.	10344 (1.25)	10675 (1.29)	11006 (1.33)	11668 (1.41)	8191
6.	10923 (1.32)	11254 (1.36)	11585 (1.40)	12247 (1.48)	
7.	11502 (1.39)	11833 (1.43)	12164 (1.47)	12826 (1.55)	
**8.	12082 (1.46)	12413 (1.50)	12744 (1.54)	13406 (1.62)	
9.	12661 (1.53)	12992 (1.57)	13323 (1.61)	13985 (1.69)	9425*
10.	13240 (1.60)	13571 (1.64)	13902 (1.68)	14564 (1.76)	
11.		14150 (1.71)	14481 (1.75)	15143 (1.83)	
12.			15061 (1.82)	15723 (1.90)	

ARTICLE XVII (Cont.)

TEACHERS' SALARY SCHEDULE

1972 - 1973

Step	B.A.	B.A.+	M.A.	M.A.+	Non-Degree
1.	\$8650 (1.00)	\$8996 (1.04)	\$9342 (1.08)	\$10034 (1.16)	\$6334
2.	8996 (1.04)	9342 (1.08)	9688 (1.12)	10380 (1.20)	
3.	9602 (1.11)	9948 (1.15)	10294 (1.19)	10986 (1.27)	
**4.	10207 (1.18)	10553 (1.22)	10899 (1.26)	11591 (1.34)	
5.	10813 (1.25)	11159 (1.29)	11505 (1.33)	12197 (1.41)	8562
6.	11418 (1.32)	11764 (1.36)	12110 (1.40)	12802 (1.48)	
7.	12024 (1.39)	12370 (1.43)	12716 (1.47)	13408 (1.55)	
**8.	12629 (1.46)	12975 (1.50)	13321 (1.54)	14013 (1.62)	
9.	13235 (1.53)	13581 (1.57)	13927 (1.61)	14619 (1.69)	9852*
10.	13840 (1.60)	14186 (1.64)	14532 (1.68)	15224 (1.76)	
11.		14792 (1.71)	15138 (1.75)	15830 (1.83)	
12.			15743 (1.82)	16435 (1.90)	

The wages and other economic benefits provided for in this Agreement shall be paid to the extent permitted by federal and state law and applicable federal regulations regarding the wage-price freeze which have the effect of law.

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

ARTICLE XVII (Cont.)

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

1. Any professional staff member who has completed 23 term hours on an approved program as a candidate for a Master's degree shall qualify for the BA+ schedule.
2. Any professional staff member who has completed 45 term hours beyond the Master's degree on a program of study approved by the Superintendent of Schools will be placed on the MA+ schedule.
3. The salary schedule is based upon a teaching load for the thirty-eight (38) week teaching year from September to June, during teaching hours.
4. Any teacher placed on the BA+ salary column will be continued on that column until such time as the Master's degree is awarded. At no time will a teacher be returned to a column of lesser educational achievement.
5. Changes in teacher contracts which result in column advancements on the salary schedule will be reviewed by the Personnel Office on September 15, February 15, and May 15. Pay increases will be retroactive to the date of course completion as specified on the college credentials or transcripts, but may not go further back than the current fiscal year.
6. Professional public librarians' pay shall be at the rate of 5% above the teachers' salary schedule.
7. Holders of a Ph.D. degree teaching in the area in which the Ph.D. was earned shall be paid at the rate of 8% of the BA base in addition to their MA+ step. Holders of a Ph.D. degree teaching outside of the area in which the Ph.D. was earned may submit to the Personnel Office a request for review of their Doctoral Program. If it is determined by the Assistant Superintendent for Personnel that the Doctoral Program is related to the subject area taught, the Ph.D. rate shall be granted.
8. Vocational Education teachers (Trade and Industrial and Senior Co-op Coordinators) who are required by State Law to have necessary work experience and who are holders of provisional or permanent Vocational Certificates shall be paid at the rate of 9% of the BA base salary plus their current salary step.
9. Vocationally certified teachers without a BA degree shall be paid at the rate of \$300 per year for the special certification.

ARTICLE XVII (Cont.)

10. Vocationally certificated teachers without a BA degree shall at the time of initial employment have the option of being placed on the teachers BA Salary Schedule or at an hourly rate ranging from \$5.50 per hour to \$7.60 per hour in 1971-72 and \$5.75 per hour to \$8.00 per hour in 1972-73. Exceptions to the hourly rate may be made upon mutual agreement of the LSEA and the Board. Those presently on an hourly rate shall receive the same percentage increase as reflected in the base salary for each year.
11. Certified vocational teachers other than those covered in number 8 on page 47, teaching in State approved reimbursable vocational courses shall receive .4% of the BA base per course per semester.

F. Extra Pay for Extra Work

It is agreed that secondary building principals will establish guidelines of minimum performance for publications, debates and forensics, dramatics, and vocal and instrumental music programs for which will be determined by mutual agreement between the principals and the teachers assigned to these activities. Extra duty pay for such activities shall be calculated according to the percentages established by the master agreement, but shall be reduced at a rate equivalent to the reduction in program. Such reductions shall be made in accordance with the guidelines set forth below:

GUIDELINES FOR EXTRA PAY
FOR EXTRA DUTY ACTIVITIES

<u>Activity</u>	<u>Proposal (Bd. Minutes)</u>	
Publications	Publish senior high yearbooks with one advisor per school.	Year Book - 1 Advisor at full negotiated pay.
	Continue junior and senior high school papers as an extra-curricular activity on a limited basis.	Publications Advisor - 1 Newspaper Advisor at 85% of the negotiated pay.
Music	Subsidize staff costs for part of the present vocal and band productions. Continue the orchestra program on a limited basis with a minimum of one production.	Band Director - 75% of the negotiated pay. Vocal Director - 75% of the negotiated pay.
a. Senior High		

ARTICLE XVII (Cont.)

b. Junior High	Same as (a)	Band Director - 75% of the negotiated pay.
		Vocal Director - 75% of the negotiated pay.
Debate & Forensics	Subsidize staff costs for a part of the present activities.	50% of negotiated pay.
a. Senior High	Subsidize staff costs for a part of the present number of productions.	50% of negotiated pay.
b. Junior High	Provide a minimum of at least one production in all junior high schools.	50% of negotiated pay.
a. Senior High	Delete two assistant football coaching positions at each school.	
b. Junior High	Delete one assistant football coaching position at each school.	
Swimming Senior High	Delete one assistant swimming coaching position per school.	
Wrestling Senior High	Delete one assistant wrestling coaching position per school.	
Equipment Managers - Senior High	Delete one equipment manager position per high school.	
Track Senior High	Delete one assistant track coaching position per high school.	
Baseball Senior High	Delete one assistant baseball coaching position per school.	

ARTICLE XVII (Cont.)

Girls'

Intramural

a. Senior High Delete one intramural program per school.

b. Junior High Delete one intramural program position per school.

Volley Ball Junior High Delete one volley ball coaching position per school.

1. Athletics

a. Senior High

*Athletic Director	17%
Head Football	17%
Assistant Football	10.5%
Head Basketball	16%
Assistant Basketball	10%
Cross Country	8.5%
Head Swimming	12%
Head Wrestling	12%
Golf	8%
Head Baseball	10.5%
Assistant Baseball	8%
Head Track	12%
Assistant Track	10%
Tennis	8%
Equipment Manager	6%

*One hour released time

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

b. Junior High

Athletic Director	8%
Football	7%
Assistant Football	7%
Wrestling	7%
Swimming	7%
Varsity Basketball	7%
Junior Varsity Basketball	7%
Track	7%
Volleyball	7%
Intramural	7%

c. Girls' Secondary Physical Education

Senior High Intramural	6%
Junior High Intramural	4.5%

ARTICLE XVII (Cont.)

2. Other Activities

a. Senior High

Debate and Forensic Coach	9%
*Band Director	9.5%
Choir Director	7.5%
Dramatics (per full-length production)	4%
Year Book Advisor	6%
Newspaper Advisor	4.5%
Faculty Business Advisor for Newspaper and Year Book	4.5%
School Treasurer	7.5%
Book Custodian	5%

*One hour for individual or small group instruction

b. Junior High

Book Custodian	3%
Band Director	5.5%
Orchestra Director (per school)	3%
Choir Director	3.5%
Dramatics (per full-length production)	3%
Newspaper Advisor	4.5%
School Treasurer	6%

All percentages in Section F shall be applied to the first step of the Bachelor's scale.

3. Athletic Department Activities

a. Senior High

(1) Scoreboard operators, announcers, and clock operators at all events, \$7.50 per event

(2) Clerks, ticket-sellers and takers, judges and timers, scorers, and supervisors at all athletic events, \$6.50 per event

b. Junior High

Activity assistance at any athletic event, \$6.50 per event

G. Summer School Pay

Summer School pay for the summer of 1972 shall be \$7.60 per hour. Summer School pay for the summer of 1973 shall be \$8.00 per hour.

H. Driver Education Pay

The Driver Education pay after hours for the 1971-72 school year and the summer of 1972, shall be \$7.60 per hour. The Driver Education pay after hours for the 1972-73 school year and the summer of 1973, shall be \$8.00 per hour.

I. Workshop Pay

Workshop pay after hours for the 1971-72 school year and the summer of 1972, shall be \$7.10 per

ARTICLE XVII (Cont.)

hour. The Workshop pay after hours for the 1972-73 school year and the summer of 1973, shall be \$7.50 per hour.

- J. For all work required beyond the activities specified in Article VII, teachers shall be paid \$6.00 per hour in 1971-72 and \$6.50 per hour in 1972-73.
- K. Lead teachers working with 12 or more teacher equivalents for 38 weeks shall be paid an additional \$1200 above their salary step.

Team leaders working with 7 to 11 teacher equivalents for 38 weeks shall be paid \$900 above their salary step.

Team leaders working with up to six teacher equivalents for 38 weeks shall be paid \$700 above their salary step.

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

ARTICLE XVIII

NEGOTIATING PROCEDURES

At least by March 1, 1973, the LSEA and the Board will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

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

This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.

ARTICLE XIX

CONTINUITY OF OPERATIONS

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

ARTICLE XX

RIGHTS OF THE BOARD

It is expressly agreed that the Board reserves all responsibilities, powers, rights and authority vested by law and the Michigan Constitution except those which are expressly relinquished herein by the Board. Such rights reserved to the Board shall include by way of partial illustration the right to:

- 1. Manage and control its business, its equipment, and its operations.
- 2. Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.
- 3. The right to direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the work force.

ARTICLE XX (Cont.)

4. Determine the services, supplies, and equipment necessary to continue its operations.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including health conditions.
7. Determine over-all goals and objectives as well as the policies affecting the educational programs.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. Policies affecting professional personnel covered by this Agreement may be modified or implemented by the Board during the life of this Agreement, provided such policy changes shall not affect wages, hours, or the terms and conditions of employment. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. 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.
- C. Copies of this Agreement shall be printed at the joint expense of the Board and the LSEA and presented to all teachers now employed or hereafter employed by the Board.
- D. This Agreement shall be exclusively between the Board and LSEA and not dependent upon the approval of any other organization.
- E. Contracts for non-tenure teaching personnel including those recommended for tenure will be routinely issued after April 15 of each year. The contract will contain the current year's salary position until the new Agreement and salary schedule have been negotiated.

Salary agreements for all tenure personnel will be issued only with the consent of the Association while negotiations are pending. It is understood that all individual contracts for the 1971-72 school year and future individual contracts shall be made expressly subject to the terms and conditions of this Agreement or any successor Agreement between the Board and the Association.

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

ARTICLE XXI (Cont.)

F. Closing of Schools - Inclement Weather

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

On days when schools must be closed because of inclement weather, all personnel should report to assigned stations at the regular time or as soon thereafter as safe travel conditions will permit. Personnel who are unable to report to work shall notify their immediate supervisor at the earliest practicable time. Absences or delays in reporting to work on such days shall not result in deduction from sick leave, personal leave or salary.

The chief administrator in each building shall be authorized to excuse personnel on an individual basis from completing the normal work day when weather conditions cause such action to be advisable. This authorization shall apply only on such days when pupils are absent from school due to inclement weather.

G. 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.

ARTICLE XXII

DURATION OF AGREEMENT

A. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.

B. This Agreement shall be effective as of September 13, 1971, and shall continue in effect until June 30, 1973. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No other organization may ask for exclusive bargaining rights during the fixed term of this Agreement.

BOARD OF EDUCATION LANSING SCHOOLS EDUCATION ASSOCIATION

By Charenee H. Ross Its President By Samuel T. For Its President
By Shirley G. Conady Its Secretary By Rosanne G. Jay Its Secretary

APPENDIX A
SCHOOL CALENDAR

Lansing School District
1971-72

Instructional Staff Meetings . . .	September 13 and 14, 1971
Classes Convene	September 15, 1971
Thanksgiving Recess	November 25 and 26, 1971
Holiday Vacation Begins	December 24, 1971
School Reopens	January 3, 1972
First Semester Ends	January 28, 1972
Second Semester Begins	January 31, 1972
Spring Vacation Begins	March 25, 1972
School Reopens	April 3, 1972
Memorial Day Recess	May 29, 1972
School Year Ends	June 16, 1972

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

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

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

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

APPENDIX A
SCHOOL CALENDAR

Lansing School District
1972-73

Instructional Staff Meetings . . .	September 5 and 6, 1972
Classes Convene	September 7, 1972
Thanksgiving Recess	November 23 and 24, 1972
Holiday Vacation Begins	December 18, 1972
School Reopens	January 2, 1973
First Semester Ends	January 26, 1973
Second Semester Begins	January 29, 1973
Spring Vacation Begins	April 16, 1973
School Reopens	April 23, 1973
Memorial Day Recess	May 28, 1973
School Year Ends	June 15, 1973

APPENDIX A (Cont.)

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

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

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

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

APPENDIX B

SAMPLE GRIEVANCE REPORT FORM

Step II

- A. Date cause of Grievance Occurred: _____
B. Statement of Grievance (State facts giving rise to grievance, identify all the provisions of this Agreement alleged to be violated by appropriate reference, and state the contention of the employee and of the Association with respect to these provisions.) _____

- C. Relief requested _____

Signature Building Date

- D. Reply of Immediate Supervisor _____

Signature Building Date

Step III

- A. Date received by LSEA Grievance Committee: _____
B. Position of LSEA Grievance Committee _____

- C. 1. Date Forwarded to Director of Employee Relations: _____
2. Date returned to grievant: _____

Signature Date

APPENDIX C

SECONDARY CLASS SIZE - MAXIMUMS

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

Type I (35 Students)

Senior High

English:

Wld. Lit
 Engl. Lit
 Am. Lit
 Contemp. Lit
 Sci. Fiction
 Black Lit
 Film As Lit

Social Studies:

Wld. History
 Afro-Am. History
 Am-Indian History
 Humanities
 Comp. Religion
 Economics
 Sociology
 WUACC
 St. & Loc. Govt.
 Psychology
 Philosophy
 Commt. Inv.
 Wld. Geog.
 Comp. Govt.

Math:

Trig.
 Probabilities
 Analysis
 Geometry 2
 Algebra 3, 4

Junior High

Comm. Arts 1, 2

Explore (7 Elective)
 8 Soc. Studies Elective

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

Business:

Bus. Law
 Consumer Ed.

APPENDIX C (Cont.)

Type II (33 Students)

Senior High

Junior High

English:

Speech

Drama

Bus. English

(Gen.) English 10, 11, 12

7 English 1, 2

8 English 1, 2

9 English 1, 2

Speech

Drama

Social Studies:

U.S. History 3, 4

Am. Gov.

Prob. Dem.

7 Soc. St. 1, 2

8 Soc. St.

9 U.S. Hst. 1, 2

Math:

Bus. Math

Alg. 1, 2

Alg. 1c, 2c

Geom. 1

9 Gen. Math 1, 2

9 Basic Math 1, 2

8 Gen. Math 1, 2

7 Gen. Math 1, 2

Science:

Biology

Adv. Biology

Chemistry

Physics

Adv. Physics

Comp. Program

7 Science 1, 2

8 Science 1, 2

Biology 1, 2

Art:

Comml. Art

Gen. Art

Crafts

Design

Adv. Art

Art 1, 2

Business:

Sthnd.

Forkner

Sales

Mdsg.

Bookpg.

Gen. Bus.

Home Economics:

Fam. Living

Soc. Probs.

Home Mgt.

Child Dev.

APPENDIX C (Cont.)

Type II (Cont.)

Senior High

Junior High

Foreign Language:

Latin
Spanish
French
German
Russian

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

Industrial Arts:

Drafting
Graphics

Drafting
Graphics
Electronics

Other:

9 Guidance

Type III (29 Students)

Senior High

Junior High

English:

Adv. Comp.
Publications
Journalism
Creative Writing
Litcomp
Group Dynam & Nv. Comm.

Journalism

Math:

Concepts 2

Science:

Natural Science

Science 1, 2 (Physical)
Lab Investigations

Home Economics:

Clothing
Foods
Social Econ.
Food Mdsg.
Quan. Cooking

Homemaking 1, 2, 3, 4
Exploring Homemaking

Business:

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

APPENDIX C (Cont.)

Type III (Cont.)

Senior High

Industrial Arts:

General Mechanics
Woodworking
Metal Shop

Junior High

Intro. To Industrial Arts
Woodworking
Metal Shop

Type IV (24 Students)

Vocational:

Auto Mech.
Auto Body
Service Station
Drafting and Design
Residential Dev.
Engine Mechanics
Electronics
Appliance Repair
Graphic Shop
Machine Shop
Cosmetology (20)
Dental Services
Hospital Services
Quantity Cooking
Food Merchandising
Quantity Cooking
Food Merchandising
Quantity Baking
Construction Occupations
Heating, Air Conditioning & Ref.
Hospitality Services

Type V (22 Students)

English:

English M
Reading Impr.
Debate

Social Studies:

U.S. Hst. III, IV M
Am. Govt. M

Math:

Fund. Math
Concepts 1

Fund. Math

Industrial Arts:

Am. Industries

APPENDIX C (Cont.)

None of these maximums shall apply in typing, physical education, music or study hall.

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

~~APR 21 1974~~ ~~Flaydene~~