

3148

8/24/97

AGREEMENT

between

LANSING SCHOOL DISTRICT

and

LANSING ADULT EDUCATION FEDERATION OF TEACHERS

MFT, AFT, AFL-CIO

1994-1997

Lansing School District

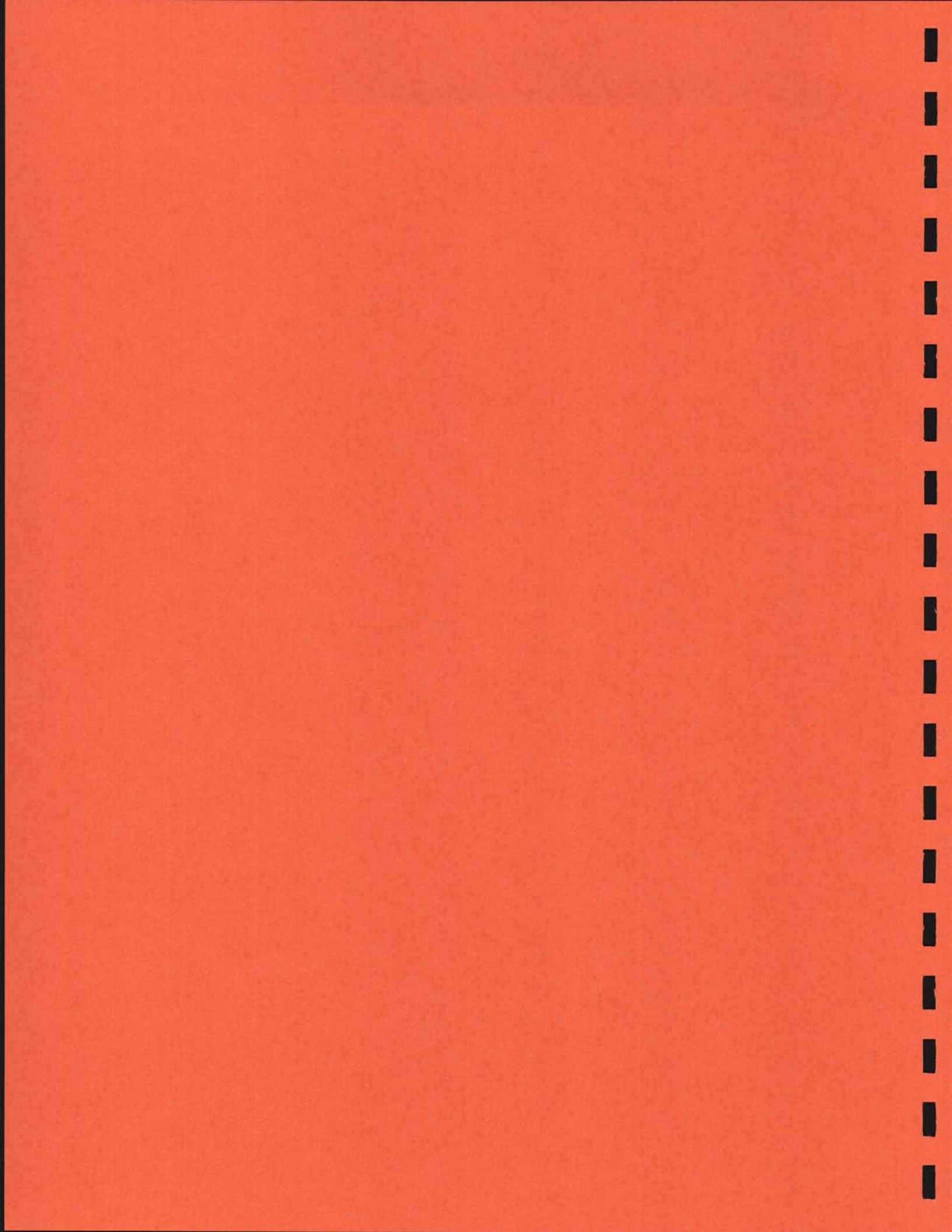


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I. Recognition

1.01 Bargaining Unit

The Board hereby recognizes the Federation as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all state certificated teachers working as Basic Skills Improvement and Continuing Education teachers, program advisors, support teachers, and/or teachers on special assignment, but excluding: per diem substitutes, enrichment/ community education teachers, supervisory and executive personnel, as well as any other certified and non-certified personnel employed by the Board.

1.02 Dues Deduction

- A. The Board agrees to deduct from teachers' wages teacher organization dues or agency shop fees for the LAEFT as the teachers individually and voluntarily authorize the Payroll Office to deduct, and to transmit the amount deducted to such recipient within thirty (30) days as may be authorized by the above organization.
- B. The LAEFT shall certify to the Payroll Office in writing the current rate of its membership dues.
- C. Each teacher who desires to authorize such deduction shall file with the Payroll Office a signed and dated Lansing School District authorization form.
- D. Deductions shall be made the first pay period of each month, November through June, provided that deductions for such membership dues or agency shop fees shall not supersede any legally required deductions and the Board shall not be required to make any check-off for membership dues or agency shop fees if the teacher's pay is not sufficient to cover the membership dues or agency shop fees in any pay period.
- E. No later than October 15 of each year, the Board shall provide the LAEFT with a list of those employees who have authorized dues deductions. The Board shall provide the LAEFT monthly with any additions to or deletions from such lists.
- F. So long as a teacher remains on the payroll, the authorized deductions shall be continued unless the teacher notifies the Payroll Office in writing of a desire to discontinue such authorization.

G. Check-off Form

Date _____

AUTHORIZATION FOR DEDUCTION OF
LANSING ADULT EDUCATION FEDERATION OF TEACHERS
MEMBERSHIP DUES OR AGENCY SHOP FEE

I hereby authorize the Lansing School District to deduct Lansing Adult Education Federation of Teachers' dues from my wages in the number of payments authorized by the school district. This authorization is to continue in force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit or until this authorization is revoked by written notice. I further authorize the Union's Treasurer to change the amount of this deduction.

Signed _____

- H. The LAEFT 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.
- I. Transaction Costs: The LAEFT agrees to reimburse the Board \$20 per year for the cost incurred in administering this Article.

1.03 Agency Shop

- A. Within thirty (30) days after employment, or the execution of this agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues.
- B. Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum not to exceed the Union dues which have been established by the Union for each school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.

- C. The Board agrees to notify all employees in the bargaining unit (those employed at the time of the execution of this agreement or its extensions or renewals, as well as new-hires) of the above stated requirements, and shall forward to the Union, within the above stated thirty-day period, the name(s) of such employees and the date of employment. The Union treasurer will check with Administration weekly for changes in employee assignments and/or new hires.
- D. Failure within the above-stated thirty (30) days to deliver authorization shall constitute a basis for discharge. The procedure in all cases of discharge for violation of this section shall be as follows:
1. The Union shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.
 2. If the teacher fails to comply, the Union will file charges in writing, with the Board, and shall request termination of the teacher's employment to be effectuated at the end of the term. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 3. In the event of compliance at any time prior to discharge, charges may be withdrawn. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment by the end of the term.
- E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered reemployment by the Board, such unpaid amounts shall be required to be paid to the Union by the applicant as a precondition to the reemployment.
- F. In any case or proceeding brought against the Board, each individual member, and all administrators, in which an employee or employees, or any person or organization on their behalf contest any action taken or not taken by the Board in order to comply with the provisions of this Agency Shop provision, and in which a final judgment or decree has not been appealed within the time provided for doing so, the Federation agrees

to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action. The Federation further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Federation to the Board, until paid in full no more than thirty (30) Percent of all monthly service fees, membership dues, and dues collected by the Board on behalf of the Federation.

1.04 Teacher Recruitment

The Board and the Union recognize the significance and priority of increased racial and ethnic integration to approximate the racial and ethnic composition of the student population served by the Continuing Education Department. The Board and the Union shall promote an aggressive effort to recruit members of minority groups for employment in the program.

1.05 Financial Information

The Board agrees to provide in the form in which it is available in the records of the District, upon written request of the Federation President, all financial information relative to BSI and Continuing Education, excluding, however, any and all financial information which may be held not accessible to teacher bargaining units by any statute, state administrative or judicial body.

1.06 Bulletin Boards

The Federation may post Federation notices on one bulletin board in each building owned by the School District which shall be designated in writing by the building administrator to be, either all or in part, for Federation use.

1.07 Use of Building Facilities

The Federation shall have the privilege to use building facilities at reasonable times and hours for Union meetings outside their working day when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the building administrator. When special custodial service is required, the Board will charge the Federation for the actual charge involved.

1.08 Union Officials in School Building

Duly authorized officials of the LAEFT shall be permitted to transact official LAEFT 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.

1.09 Mail Boxes

Mail from the Union shall be identified as such before it shall be put in the mail boxes. The Federation shall be entitled to utilize mail boxes of those teachers who are represented by the Federation.

1.10 Non-Discrimination

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, handicap, marital status, or membership in, or association with, the activities of any employee organization.

1.11 Personnel File

Upon appointment with the Personnel Office, teachers shall have access to their personnel file at least two times each year to review its contents in the office. The only documents not subject to review by the teacher are confidential material received by the Board from the teacher's past employer or educational institution. Teachers may request that additional material be included in their file.

1.12 Wearing of Insignia

No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Union 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.

1.13 Released Time to Administer Contract

At times it may become necessary for the Federation President and/or designated representatives, with the consent of the Director of Personnel and Employee Relations a designated representative, to be released from classroom duties to handle urgent school problems, without loss of pay.

1.14 Tuberculosis Test

All teachers in the Lansing School District shall furnish, on a tri-annual basis, evidence of freedom from communicable tuberculosis. Failure to provide such statement to the Personnel Department shall result in automatic disqualification and suspension without pay.

1.15 Federation Distribution of Materials

All Federation materials intended for distribution or display in any property under the management of the Board shall be identified as Federation material before display or distribution.

1.16 Federation Representation

The LAEFT shall be entitled to a total of forty-two (42) hours with pay per year to be utilized by the LAEFT as needed (subject to cancellation due to emergency) provided, however, such time is to be utilized only for the necessary business purposes of the LAEFT.

The LAEFT will give notice for this request as early as possible but in any event no less than three (3) days (except in cases of emergency) prior to the leave to the Director of Personnel and Employee Relations and the immediate supervisor of the affected employee(s). No more than two (2) employees may be absent under this provision at one time except as approved by the Assistant Superintendent for Personnel.

1.17 Budget Committee

Under the direction of the Director, a budget committee composed partially of teachers selected by the staff and partially of teachers selected by the Director, shall be established to assist in the development of instructional and budgetary priorities. This committee will review the school program and the budget at least once a term.

The Board shall provide the necessary forms, catalogs, procedures, charts, deadlines, and monthly updated budget data to assist this committee with their work.

Any monies generated by program created materials or curriculum shall revert in total to the Lansing Adult Education Departments. These funds shall be in addition to monies allocated to the program by the school district with use determined by the budget committee.

II. Discipline of Teachers

2.01 Compliance With Policies and Regulations

Teachers are expected to comply with policies and regulations adopted by the Board which are not in violation of the provision of this Agreement. A current copy of these policies and regulations is available in each school building.

2.02 Just Cause

No teacher will be disciplined without just cause.

2.03 Disciplinary Action

Disciplinary action shall be defined as any written reprimand, suspension without pay or discharge.

2.04 Representation During Discipline

A teacher shall be entitled to have present a representative of the Union for any disciplinary action. If a Union representative is requested and notification for the disciplinary action is given, no longer than two school days may lapse before such action is taken. In extenuating circumstances, immediate disciplinary action may be necessary.

2.05 Discharge

Discharge of a tenured teacher is subject to the grievance procedure. Discharge of a probationary teacher is not subject to the grievance procedure.

III. General

3.01 Teacher Responsibility

1. Teachers are responsible for maintaining a continuous high level of educational service to the student body. Teachers are responsible to discharge their teaching assignment, to plan, and to meet, when necessary, with students, parents, and/or administrators.
2. Within their assigned hours, teachers are responsible to assist in recruitment efforts. When more intensive recruitment efforts are necessary, teachers will be given a variety of activities from which to choose.

3.02 Unexcused Absences

Teachers shall be at their work station for the days and hours assigned. Any unexcused absence will result in an entry to that effect in the teacher's personnel file and is subject to disciplinary action.

3.03 Transfers

1. The Board and the Federation 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. In cases of involuntary transfers, teachers shall have the opportunity to meet with the Director of Continuing Education to discuss the transfer. Teachers affected shall be given the choice of available open positions, or assignments for which they qualify.
3. Involuntarily transferred teachers shall be given one (1) day release time to prepare for the new assignment. When the transfer effects 15 hours or less of a teachers weekly schedule, one half (1/2) day of release time to prepare for the new assignment shall be given.
4. The Federation will be informed of all transfer requests that are not consummated.

3.04 Vacancies In the Adult And Continuing Education Department

- A. Management is responsible for determining the creation and/or continuation of positions within the Adult and Continuing Education Department.
- B. A vacancy in the Adult and Continuing Education Department is an unoccupied position or a portion of a position for which there are no unassigned teachers certified for the position.
- C. All vacancies in the Adult and Continuing Education Department shall be posted for a minimum of five (5) working days. In the event of unusual circumstances, management and the Union, through a special conference, may agree to alter the minimum required posting period.

- D. Vacancies during the school year shall be advertised through written communication to each employee in the bargaining unit. When school is not in session, such vacancies shall be posted at the Education Center and the Hill Academic and Vocational Center and the Union President or his/her designee shall be notified.
- E. Bargaining unit members meeting the qualifications for all posted vacancies in the Adult and Continuing Education Department may apply and shall be granted an interview.
- F. At the beginning of any term, the district may assign a substitute teacher to cover an assignment that remains uncovered after all bargaining unit members have been assigned. Should the assignment continue to exist beyond that term, the assignment shall be posted as a vacancy.

3.05 Other Vacancies

LAEFT members may apply for other posted vacancies throughout the district. Those LAEFT members applying and meeting the qualifications for other postings shall be given consideration for the length and quality of their service to the Lansing School District through the applicant screening procedures utilized by the district.

3.06 Special Conferences

Special conferences for important matters will be arranged between the Local President and designated Administrator's upon the request of either party. Such meetings shall be between no more than four (4) representatives of the Board and no more than four (4) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in special conferences shall be confined to those included in the agenda.

If the conferences are scheduled by the Administration during working hours, the members of the Union shall not lose time or pay for time spent in such special conferences.

3.07 Academic Freedom

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 students must be free to learn and teachers free to teach broad areas of knowledge, including those considered controversial. Thus, no special limitation 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 places special responsibility upon the teacher to carefully consider the maturity level of the student.
2. Whenever a teacher plans to depart from an accepted course of study to explore a controversial subject, the teacher shall inform the supervisor of this intent.

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.

3.08 Evaluation

1. Probationary employees

- A. Certificated personnel shall serve a four year probationary period. Certificated personnel with tenure in another district shall serve two years as probationary employees.
- B. Probationary employees shall be evaluated at least once yearly and the evaluation shall be based on a minimum of two classroom observations at least sixty days apart. An individualized development plan will also be developed for each probationary teacher.

2. Tenured Employees

Tenured personnel shall be evaluated at least once every three years.

3. Evaluation process

- A. Evaluation shall begin with a conference between administration and the employee to insure all parties clearly understand duties and performance, who will be conducting the evaluation and under what conditions, and the resources available for professional development.

- B. The initial conference shall be followed by direct observations of the employee.
- (1) The employee shall be observed at work no less than two times.
 - (2) No observation shall be less than thirty minutes.
- C. There shall be at least one post-evaluation conference, which may result in formal improvement plans.
- (1) A formal improvement plan shall be either suggested or required.
 - (2) A required improvement plan shall specify changes needed, resources available, and a time schedule for making such changes.
 - (3) Failure to comply with a required improvement plan may result in the employee receiving written, signed, and dated notice that information gathered in the future could be used as basis for disciplinary action. Information gathered prior to such notice shall not be used to document need for disciplinary action.
- D. During a post-evaluation conference, the employee shall sign the evaluation document and receive a personal copy.
- (1) The employee may submit written additions to the evaluation, including a self-appraisal.
 - (2) The employee's additions shall be attached to the file copy, and all evaluation papers shall be placed in the employee's personnel file.
- E. At the employee's option, the employee may choose to participate in a peer evaluation or student perception survey. Neither the peer evaluation nor the student perception survey shall become part of the administration's formal evaluation of the employee.

- (1) Peer Evaluation - A peer, selected by the employee, shall visit the classroom to observe the employee's performance. The time for the observation shall be arranged with the employee's immediate supervisor. An evaluation form shall be available for the peer evaluator's use during the observation. Following the observation, the peer evaluator and the employee shall meet to review the peer evaluation.
 - (2) Student Perception Survey - The employee shall be provided sufficient copies of the student perception questionnaire to distribute to students. The employee shall administer the survey, collect the completed forms and tabulate the results. The general results of the questionnaire may be discussed with the employee's supervisor during the post evaluation conference.
4. Any change in the evaluation instrument or process shall be by mutual agreement between the LAEFT and the Board.
 5. The contents of any evaluation are not subject to grievance. Nonadherence to procedure is grievable.

3.09 Seniority

Seniority is defined as years of service in the bargaining unit as a certificated employee of the High School Completion and Basic Skills Improvement program and shall be established as the first working day. The seniority list shall be updated annually and shall be posted in the Education Center.

Only members of the bargaining unit can accrue seniority. Members of the bargaining unit who are transferred or promoted out of the unit shall have their seniority frozen and will not accrue further seniority until a return to the bargaining unit. Return to the bargaining unit shall be dependent upon the amount of seniority such employee had accrued up to the point where seniority was frozen. In the event more than one teacher has the same first working day, their relative seniority shall be determined through a drawing. the drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and representatives of the union to be present.

3.10 Loss of Seniority

An employee shall lose their seniority for the following reasons only:

1. The employee quits or retires.
2. The employee is discharged.
3. Probationary employees laid off for two years and employees with seniority laid off for three years.
4. The employee does not return upon recall within five working days after notification has been sent. In proper cases, exceptions shall be made.

3.11 Layoff

In cases requiring a reduction of the work force in a given program, the order of reduction shall be:

1. Probationary employees shall be laid off first. In proper cases of special qualifications, exceptions may be made.
2. Seniority employees shall be laid off according to qualifications and seniority as defined in the Seniority Section.
3. The layoff Procedure shall be guided by 1 and 2 above, except in those cases when the minority composition ratio within the unit would decrease.

3.12 Recall

Provided they have the qualifications and experience in the Lansing School District Adult Education Department, teachers on layoff shall be recalled, in inverse sequence from which they were laid off, to the first vacancy in the department: the last laid off shall be the first recalled.

The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said teacher, at the teacher's 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.

3.13 Teaching Tools and Supplies

The Board shall provide adequate attendance books, paper, pencils, pens, chalk and erasers for the performance of daily teaching duties. The Board shall also provide teachers reasonable access to photocopying equipment at two district sites. The Board recognizes 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 Union, 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 Union and shall implement, within a reasonable length of time, a procedure for obtaining and/or improving the educational tools mentioned above.

Materials such as textbooks supplied to students by the Board shall be available in sufficient supply by the opening day of each class, new classes and new sites if the teacher is to be held accountable for achievement gains. Instructional materials shall reflect the multiethnic nature of our society and shall be utilized in a manner consistent with the policies of the Lansing School District.

As employees of the Lansing School District, Adult Education teachers shall have access to the school district's courier service and other support services.

3.14 Assault on Teacher

Any case of employment related assault and battery upon a teacher, shall be promptly reported to the immediate supervisor. The Board shall provide legal counsel to advise the teacher of rights and obligations in connection with handling of the incident by law enforcement and judicial authorities.

3.15 Assignment of Classes

Prior to the end of each school year the Board shall first survey the teaching staff for assignment preferences and then proceed to assign to each employee by seniority and minimum qualifications an assignment for the following year. Employees at the time of the survey may indicate their desire for additional teaching assignments. There shall be no deliberate gerrymandering of any teacher's schedule. No teacher shall regularly leave any portion of an assigned

class in order to teach another class. Teacher assignments received at the end of second semester for the following school year shall be tentative only until the fall student count date, at which time the assignments become permanent for the remainder of the school year from which subsequent employer initiated transfer shall be considered involuntary.

3.16 Hours of Work

Twenty (20) hours of employment shall be considered full-time.

3.17 Cutback of Classes

In the event the Board decides to reduce the number of classes and such reduction reduces a full-time teacher below their assigned hours, the full-time teacher shall have the right to reassignment in accordance with the following:

1. Classes taught by probationary employees.
2. Classes taught by teachers with the least seniority. The full-time teacher must accept the first reassigned position for which the teacher is qualified which does not conflict with the teacher's regular schedule or relinquish the right to reassignment for the rest of the term.

Such reassignment shall be in accordance with the following:

- a) 3.11 sub-section 3.
- b) At the discretion of the administration, 60 scheduled hours per week may be protected against reassignment.

3.18 Program Advisors

Program Advisors shall have phones assigned to them for academic advising use.

3.19 Substitute Teachers

Teachers who will be absent may request a substitute from an approved list of substitute teachers. A bargaining unit employee substituting in the department at a time other than his/her regularly scheduled hours, shall be paid in accordance with the appropriate extra scheduled hours rate (11.06).

3.20 Resource Teacher/Curriculum Assistants

Annually, the District may post up to eight vacancies (a minimum of five vacancies shall be posted and filled) for Adult and Continuing Education Resource Teacher/Curriculum Assistants to be selected from those bargaining unit members who make application. Resource Teacher/Curriculum Assistants shall work in close cooperation with the Director, the Supervisors, the Coordinators, and other staff members in curriculum review, program development, teacher support, ordering supplies and materials, and other related matters.

An annual stipend shall be paid to Resource Teacher/Curriculum Assistants in recognition of the worked performed by these individuals beyond the regular work day. Stipends shall be in accordance with the following schedule:

1994-95	\$832.32
1995-96	
1996-97	

During the second and third term of each school year, Resource Teacher/Curriculum Assistants shall, as part of their daily schedule, be assigned one hour of release time to complete their assigned responsibilities as a Resource Teacher/Curriculum Assistant.

3.21 Teacher Participation in Program Planning

Adult and Continuing Education teachers shall attend approved meetings or participate on approved committees associated with Adult Education programs including but not limited to: curriculum development, program needs assessment, evaluation activities, and community involvement for a minimum of one hour a month beyond their regularly scheduled hours, up to a maximum of ten required hours per year. At the discretion of the director, planning committee chairpersons may be provided release time to carry out committee activities.

Any teacher participating at the request of a supervisor in program planning beyond 4 hours per month shall be compensated at either the extra scheduled hourly rate of pay for the hours worked beyond 4 hours or provided release time at the discretion of the director.

3.22 Outreach Sites

An Outreach Site is any non-LSD building. Prior to a teacher beginning assignment to an outreach site, the Adult Education Supervisor responsible for that site shall meet with the assigned teacher to make explicit (a) agency expectations and policies, and (b) fire, security, and severe weather procedures. Upon request, outreach teachers shall be provided with a copy of the contract between Adult Education Department and the outreach agency.

IV. Leaves of Absence

4.01 General Leaves

After one year of service, leaves of absence without pay may be granted for a period not to exceed one (1) year without loss of seniority to employees upon written request to the Personnel Office for:

1. Service in a governmental agency, state or nationally recognized professional or labor organization which the employee has been formally designated to represent.
2. Illness leave (physical or mental) may be granted if a written statement is available from the doctor.
3. Prolonged illness in immediate family - spouse, children, parents, grandparents, brothers, sisters, parents-in-law, foster parents, and any other person for whom the teacher is physically or financially responsible.
4. Educational related leave - notification shall be at least one term prior to when leave is to begin.
5. Adoptive leave - when first notified of acceptance as an adoptive parent by the adoption agency, the teacher desiring leave shall apply to the Personnel Office for an adoptive leave which shall commence when the teacher assumes custody of the child and may continue for one year.
6. Paternal leave - such leave must be requested in writing prior to the birth of the child.
7. Leaves other than stated in Section 4.01 above, may be approved by the Director of Adult and Continuing Education and the Director of Personnel and Employee Relations. An involuntary leave of absence without pay may be required where there is evidence of substance abuse which affects job performance.

4.02 Maternity Leave

1. If the teacher desires a leave of absence, she must file a written request with the Personnel Office at least 30 days prior to the anticipated date of such leave.
2. Any leave of absence shall be for the remainder of the pregnancy and extended no longer than through the post-natal medical disability period (usually 6 weeks after termination of the pregnancy).
3. After the termination of pregnancy the teacher shall be permitted to return from leave at any time. However, unless parental leave has been granted, such return shall be no later than following the post-natal medical disability period (usually 6 weeks after termination of pregnancy). Upon returning from leave of absence, the teacher must provide a physician's certification that she is physically sound and able to perform all normal duties of her position. The Board may choose at its option and expense to have the teacher examined by the Board's physician prior to the teacher's return to work.

4.03 Military Reserve Leave

A teacher who has one (1) year or more of teaching experience in the Lansing School District and who is required to participate in annual duty training with the reserve components of the Armed Forces of the United States will be granted leave of absence for this purpose, for not to exceed two (2) weeks (10 working days) in any one fiscal year (July 1st through June 30th), and will be paid the difference the teacher would have received had the teacher worked their regular schedule during such period(s) of duty and provided the teacher presents an authenticated copy of the pay voucher.

Situations involving emergency duty will be referred to the Personnel Department for consideration as they occur.

4.04 Exchange Teaching

1. A teacher may apply for an exchange teaching assignment for a period of not more than one year in another state, another country or territory, having had five (5) years of satisfactory service with the school district and having signed a statement of intent to return to the district for a minimum of one (1) year.

2. A teacher being granted an exchange teaching leave of absence with pay shall advance on both the salary schedule and the seniority list, and shall continue to be subject to Section 1.02 of this contract.
3. Requests for a leave for exchange teaching shall be made one term prior to the leave.

4.05 Teaching for the U.S.Gov't Peace Corps or other Special Programs

1. A teacher who has been employed in the Lansing School District for a minimum of three (3) years and has a record of satisfactory service shall be eligible for a leave of absence for a period not to exceed 2 years provided said teacher states an intent to return to the school district for a minimum of one year.
2. A teacher granted such a leave shall advance neither on the salary schedule nor on the seniority list.
3. Requests for a leave of absence for such an assignment shall be made a term prior to the leave.

4.06 Notification of Return from Leaves of Absence

A teacher returning from a leave of absence must notify the Personnel Office no later than one (1) month before the expiration date of the leave. Failure to act in accordance with the above shall be proof of a voluntary quit unless mutually agreed otherwise by the Union and the Board. No teacher on a leave of absence shall be guaranteed their former position. Teachers shall be placed in positions commensurate with the teacher's training and experience.

4.07 Sabbatical Leave

- A. Upon written application, a teacher who has been employed at least seven (7) consecutive years by the Lansing School District, may be granted an unpaid sabbatical leave for professional improvement for up to two semesters. The applicant must be a full-time contractual professional employee.
- B. The teacher must not have been granted a sabbatical leave of absence from the Lansing School District during the seven (7) consecutive years of service immediately preceding the current application.
- C. Requests for sabbatical leave will be considered only for a full semester or a full school year.

- D. Requests for a sabbatical leave shall be made at least one semester prior to the leave.
- E. A teacher on sabbatical leave shall be entitled to full fringe benefits including health, dental, life and vision.
- F. A teacher granted such leave shall advance on the salary schedule the same number of steps that the teacher would have advanced had the teacher not been on sabbatical. A teacher shall continue to accrue seniority while on sabbatical.
- G. An applicant for sabbatical leave of absence shall provide the district with an outline of the applicant's plans for the sabbatical period. This outline shall include details for either study in an approved college or university and/or a research problem or project to be pursued by the applicant which is related to the applicant's professional obligation.
- H. The applicant must sign 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 one (1) year or to refund any compensation (including the cost of any fringe benefits) received from the district while on leave unless the Board waives such obligation.
- I. The Lansing School District shall not be held liable for death or injury sustained by any staff member while on sabbatical leave.

V. No Strike Provision

The LAEFT 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 their 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.

In the event of any action in violation of the foregoing, the LAEFT 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 LAEFT and in violation of this Agreement and shall advise such persons to discontinue immediately said activity, and the LAEFT, further, will use every other means at its disposal to assist in the immediate termination of such activity.

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.

VI. Grievance Procedure

6.01 Definition

- A. A claim by a teacher or the Union that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.
- B. 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 Federation, if the adjustment is not inconsistent with the the terms of this Agreement, providing that the Federation has been given opportunity to be present at such adjustment. However, only the Federation has the authority to carry a grievance to arbitration.
- C. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to process a grievance within the time specified at any step shall bar the grievance. Time limits may be extended in any specific instance by mutual agreement in writing.
- D. The number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the process.

6.02 Procedure

In the handling and processing of a grievance the following procedure shall apply:

- Step One: Within ten (10) working days of the time a grievance occurs, the teacher shall notify the immediate supervisor of the intent to invoke this step of the grievance procedure by giving notice in writing of the section of the Agreement that is in issue and requesting

an opportunity to confer as soon as possible. The teacher, with or without Federation representation, shall discuss the grievance with their immediate supervisor with the objective of resolving the matter informally. Within three (3) working days after presentation of the grievance, the administrator shall respond to the teacher.

Step Two: If the grievance is not resolved at Step One, the teacher must, within five (5) working days of receipt of the administrator's answer, submit to the administrator a signed, written "Statement of Grievance." The "Statement of Grievance" shall identify all the provisions of this Agreement alleged to be violated by appropriate reference and shall indicate the relief requested.

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

Step Three: If the grievance is not resolved at Step Two, the teacher must submit the grievance within five (5) working days to the Director of Personnel and Employee Relations. Within ten (10) days of receipt of such grievance, the Director of Personnel and Employee Relations and/or designee shall meet with a representative of the Federation and the aggrieved to discuss the issue. A written answer shall be given to the Federation Representative within five (5) working days after such meeting.

Step Four: If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the Federation, provided written notice of the request for submission to arbitration is delivered to the Board and the American Arbitration Association within fifteen (15) working days after the date of the decision under Step Three. Following the written notice of request for submission to binding arbitration, the arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. 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.

6.03 Powers of the Arbitrator

It shall be the function of the arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish or alter salary schedules.
3. The arbitrator shall have no power to rule on any matter not specifically set forth in this Agreement.

In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

There shall be no appeal from an arbitrator's decision if within the scope of their authority as set forth above. It shall be binding on the Union and the Board.

6.04 General Grievance Information

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 management 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. An LAEFT grievance report form can be obtained from a Union officer.
6. No decision in any one case shall require a retroactive wage adjustment in any other case.
7. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
8. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
9. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Federation Representative.
10. If a grievance arises from action of authority higher than Step One, it may be presented at Step Three.
11. At any stage of the grievance procedure, a teacher is entitled to have Union representation present.
12. Access shall be made available to records of all unprivileged information used in the determination and processing of the grievance.

VII. Rights of Employer

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation and the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.

11. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
 12. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.
 13. The Board shall determine all methods and means to carry on the operation of the schools.
 14. To exercise management and administrative control of the school system, and its properties, and facilities.
 15. To hire all employees, to determine their qualifications, and conditions for their continued employment, or their dismissal or demotion; and promote and transfer all such employees.
 16. To establish hiring procedures and qualifications.
 17. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the work day.
 18. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
 19. The Board shall continue the right to determine and redetermine job content.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.
- D. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

- E. Nothing contained in this Article can be in conflict with or in violation of this Agreement.
- F. The question of whether or not a provision of this Agreement is in conflict with this Article is subject to the provisions of the Grievance Procedure.

VIII. Compensable Leave

8.01 Compensable Leave

1. 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 unlimited accumulation of the unused portion of each year's compensable leave which shall be available to that teacher in future years.
2. Summer school teachers shall be entitled to one and one-half (1-1/2) days each summer as compensable leave to be used for personal illness or illness in the immediate family or bereavement. In the event a teacher uses no summer compensable leave, one full day of compensable leave shall be transferred to the regular cumulative leave.
3. Leave Day With Pay: In addition to regular compensable leave, each teacher shall be allowed one leave day with pay per year. This benefit will be prorated for teachers hired after the beginning of the school year. A teacher taking a leave day shall file a notice of intent to take such day with the Director or other immediate supervisor at least five (5) days prior to the date of such leave (except in case of emergency). Such notice shall include a statement of the reason for such leave.

Leave Day With Pay shall not be used for:

- a. First or last week of each term and the day before or the day after a holiday or vacation (except in an emergency as determined by the program administrator).
- b. Recreational pursuits, shopping, or pleasure trip with spouse (including accompanying spouse on a business trip).
- c. Other employment or seeking new employment.

- d. Child care.
- e. Any other leave provision in this Agreement.

8.02 Conditions

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

1. Personal illness: Illness or injuries not requiring a leave of absence.
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 she/he is principally responsible.)
3. Bereavement: Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandparents or grandchildren. The Superintendent may extend this definition upon application for such extension in unusual cases. This leave shall be for a maximum of five (5) days.
4. Funerals: One day leave may be granted for attending funerals for persons other than in the immediate family. One additional day may be requested for attending funerals held more than 200 miles from Lansing.

8.03 Accountability

1. Each teacher shall present a signed statement indicating the reason for each absence, such statement to be filed in the immediate supervisor's office. At any time after three (3) days absence due to disability because of personal illness or personal injury, upon the supervisor's request, a teacher on sick leave shall provide to the supervisor a statement from a doctor verifying disability. Medical verification of disability may be required for absences immediately before or following a teacher's compensable leave day(s) when the teacher's attendance record shows

patterns of frequent absences. In such cases, the teacher shall be notified in writing of the need for such verification prior to the absence for which the verification is required.

2. It is the responsibility of each teacher to report unavailability for work. Notice shall be given to the Education Center Office at least one hour in advance for all morning classes and one and one-half hours notice for all afternoon and evening classes, whenever possible.
3. Each teacher shall at the time of reporting their absence state the reason for absence, where they may be reached and the anticipated length of absence.
4. Any employee who willfully violates or misuses this compensable leave policy or who misrepresents any statement or condition under said policy shall be subject to disciplinary action.

8.04 Family and Medical Leave

Pursuant to the Family and Medical Leave Act of 1993, eligible employees shall be entitled to up to 12 weeks per year of unpaid leave with benefits for personal illness, family illness, birth or adoption of a child. The terms of the Act will govern eligibility for this benefit. For all applicable leave purposes, this leave shall be used first. The Board retains all discretion allowed under the Act, including the discretion to require an employee to use compensable leave for all or part of this leave of absence.

IX. Waiver

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Federation and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

X. Conformity to Law

This Agreement is subject in all respects to the Laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

XI. Compensation

11.01 Workshops and Conferences

Upon approval of the administration, a teacher may be released from regular duties without loss of pay to participate in workshops, programs or conferences oriented solely to improving professional competency.

11.02 Personal Property Loss

The Board will reimburse the current value of any clothing or other personal property, including automobiles, up to a maximum of \$175.00 per incident, that has been damaged or destroyed as the result of a work-related assault or battery against a teacher or work related vandalism against the teacher's property experienced in the course of his/her employment, provided the teacher was acting in accordance with and within the scope of Board Policy and unless such loss is covered in part or in full by insurance or reimbursement is obtained from other sources.

11.03 Worker's Compensation

Any teacher who is absent because of injury compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and their regular salary for a period of up to four (4) weeks. Beyond four (4) weeks such payments would be charged against sick leave on a pro-rata basis computed on the relationship of the differential pay to the teacher's regular weekly pay until the sick leave is exhausted.

11.04 Duty Free Lunch

All teachers shall have a duty-free lunch.

11.05 Jury Duty

Teachers who receive a jury duty interview and appearance notice must notify the Personnel Office within one (1) school day of such notice. Teachers summoned and reporting for jury duty shall be paid the difference between the amount they receive as a juror and their normal week's pay, provided they make themselves available for work within their regular work schedule when not occupied for jury duty. It is understood and agreed that a teacher shall be required to report to work on any work days when not sitting as a juror. To be eligible for jury duty pay differential, the

teacher must furnish the employer with a written statement from the appropriate public official listing the amount and the dates the teacher received pay for jury duty. Any teacher found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.

11.06 Extra Scheduled Hours

For all work required outside of the regularly scheduled hours, teachers shall be paid at an hourly rate.

1994-95	\$21.04 per hour
1995-96	per hour
1996-97	per hour

11.07 Life Insurance

The Board agrees to pay in full the premium of a \$15,000 term life insurance policy including Accidental Death and Dismemberment for each employee who is assigned 20 hours or more per week.

11.08 Health Insurance

The Board agrees to pay single hospital and medical coverage for each employee who is assigned 20 hours or more per week. This coverage shall be Blue Cross-Blue Shield MVF2 Option IV, drug, emergency room exam, paps smear, mammogram screening, voluntary sterilization, oral contraceptive riders or Health Central, Inc. provided the cost to the Board of Education shall not exceed the cost of the Blue Cross-Blue Shield coverages.

In addition, the Board agrees to pay full family hospitalization coverage to all employees working thirty-five hours or more. The same plans and conditions as described above shall apply.

The Employer shall not provide Blue Cross-Blue Shield or Health Central insurance to an employee who receives comparable coverage under the policy of his/her spouse. Each employee shall execute the following form and turn it in to the Personnel Office by October 1 or within one month of employment, whichever is later.

BLUE CROSS/BLUE SHIELD OR HEALTH CENTRAL COVERAGE

The undersigned, a member of the bargaining unit represented by the Lansing Adult Education Federation of Teachers, affirms as a condition of continued employment by the Lansing School District, that he/she has no other insurance coverage similar to the BC/BS or Health Central insurance coverage provided under the collective bargaining agreement between the LSD and the LAEFT pursuant to a plan held by his/her spouse.

In the event such second coverage does exist, the undersigned shall either elect continued coverage under the LSD BC/BS or Health Central plan or notify the Employer, in writing, that he/she elects to be covered under said second insurance policy. The penalty for continued double coverage in violation of this agreement shall be prompt reimbursement to the Employer of all premiums paid by said Employer for BC/BS or Health Central coverage from the effective date of such coverage or the date of this agreement, whichever is later.

Notwithstanding the foregoing, if the coverage by a spouse of the undersigned is terminated at any time, for layoff, discharge, or termination of employment, the BC/BS or Health Central insurance coverage granted under the collective bargaining agreement noted above shall begin or be reinstated immediately upon notification to the Employer.

Signature: _____

Teachers shall become eligible for insurance benefit programs beginning the first day of the month following employment. The teacher must be actively at work on the day that the coverage becomes effective. Board contributions for coverage shall cease the end of the month following termination or retirement.

It is the responsibility of the teacher to enroll at the Employee Benefits Office within 30 days of teacher's first work day. If a teacher fails to enroll for insurance benefits during the first 30 days of his/her employment, the teacher's benefits will become effective beginning the first day of the first month after the teacher does enroll if so permitted by the insurance carrier.

Employees not electing an above referenced health insurance option will receive \$50.00 per month additional compensation. Employees electing either a health insurance option or the additional compensation may purchase other tax exempt options on a salary reduction arrangement.

Should the Board wish to initiate a change in health insurance coverage which would be equivalent to or better than the coverage specified in this agreement they may do so only after the proposed change is reviewed by a joint committee of three members of the Federation and three members of the Administration.

11.09 Dental Coverage

The Board shall provide full family group dental insurance, Michigan Employee Benefit Services, Incorporated, 2-STAR Dental Program, to all employees who are assigned 20 hours or more per week.

11.10 Vision Care

The employer agrees to provide the Lansing School District Self-Funded Vision Plan to all full-time employees and eligible family members.

11.11 Salary Schedules

1st Year (1994-95)

	BA	BA+	MA	MA+	PhD
Step 1	\$25,609	\$26,633	\$27,658	\$29,706	\$31,755
		1.04	1.08	1.16	1.24
Step 2	26,889	27,658	28,682	30,731	32,780
	1.05	1.08	1.12	1.20	1.28
Step 3	28,426	29,450	30,475	32,523	34,572
	1.11	1.15	1.19	1.27	1.35
Step 4	30,219	31,243	32,267	34,316	36,365
	1.18	1.22	1.26	1.34	1.42
Step 5	32,011	33,036	34,060	36,109	38,157
	1.25	1.29	1.33	1.41	1.49
Step 6	33,804	34,828	35,853	37,901	39,950
	1.32	1.36	1.40	1.48	1.56
Step 7	35,597	36,621	37,645	39,694	41,743
	1.39	1.43	1.47	1.55	1.63
Step 8	37,389	38,414	39,438	41,487	43,535
	1.46	1.50	1.54	1.62	1.70
Step 9	39,182	40,206	41,230	43,279	45,328
	1.53	1.57	1.61	1.69	1.77
Step 10	40,974	41,999	43,023	45,072	47,121
	1.60	1.64	1.68	1.76	1.84
Step 11		43,791	44,816	46,864	48,913
		1.71	1.75	1.83	1.91
Step 12			46,608	48,657	50,706
			1.82	1.90	1.98

The salary schedules herein are based on 35 hours per week including planning hours, orientation, record and in-service days. Fractional contracts shall be computed on a pro-rated basis.

Planning hours shall be assigned as follows:

30 hours	-	5 planning hours
25 hours	-	4 planning hours
20 hours	-	3 planning hours
15 hours	-	2 planning hours
under 15	-	1 planning hour

11.12 Compensation

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

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

- B. A teacher who is required as a part of the job on a regular basis to use a personal vehicle for transportation in order to perform duties shall be reimbursed at a mileage rate equal to the maximum current allowable Internal Revenue Service rate. Mileage will be computed on the basis of actual miles logged and reported each month.
- C. Teachers to be employed in the system with previous teaching experience may be given up to eight (8) years credit, at the Board's discretion, and placed at the appropriate step on the salary schedule. Any former teacher of the Lansing School District who is re-employed within a period not exceeding five years shall be placed on the salary schedule at the next step above the one on which the salary was based when the teacher left the Lansing School District, or shall be given credit for teaching experience as provided in this section, whichever is greater.
- D. Any teacher who has completed 27 term hours or 18 semester hours of graduate or other approved credits beyond a BA degree shall qualify for the BA+ schedule.
- E. Teachers, within fifteen (15) days of their return to employment from leaves of absence, must re-apply for all applicable fringe benefits.

- F. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the end of each term to insure a full class schedule. Teachers will receive their regular pay for the days which are cancelled, but shall work on any rescheduled days with no additional compensation. On days when schools must be closed because of inclement weather, teachers will not be required to report to school. Outreach sites will be informed of the district's inclement weather procedures.
- G. LAEFT members shall be placed on the MA+ Salary Lane upon submitting verification that they have completed 45 quarter/term hours or 30 semester hours beyond the masters degree in a program of study approved by the Superintendent. Those presently holding a MA+ should request a review of their program with the Chief Personnel Administrator. Holders of a Ph.D. shall be placed on the Ph.D. Salary Lane provided that the Doctoral Program is related to the subject area taught.

11.13 Summer Rate of Pay

The hourly rate of pay for summer work shall be in accordance with the following schedule:

1994-95	\$25.99
1995-96	\$
1996-97	\$

- 11.14 Orientation, Record and In-Service Days are to be six hours in duration. On Record and In-service Days, four hours are to be spent in in-service and two hours are to be spent on records.

11.15 Vocationally Authorized Teachers

Vocationally authorized teachers without a BA/BS degree shall be paid at the hourly rate expressed in the following schedule:

1994-95	\$21.04
1995-96	\$
1996-97	\$

XII. Extra Curricular Assignment

The following assignment shall be considered extra curricular:
Student Council Advisor

An annual stipend for student council advisor shall be paid in accordance with the following schedule:

1994-95	\$371.28
1995-96	\$
1996-97	\$

XIII. Duration of Agreement

This Agreement shall be effective as of August 25, 1994, and shall continue in effect through August 24, 1997, with an economic reopener for years 2 and 3.

BOARD OF EDUCATION

LANSING ADULT EDUCATION
FEDERATION OF TEACHERS

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

ADULT EDUCATION SCHOOL CALENDAR
1994-1995

(Years 2 and 3 will be decided with the economic reopener.)

August 29-30	Staff Inservice/Prep
September 5	Labor Day
November 3	Staff Inservice
November 24-25	Thanksgiving
December 22-January 3	Christmas/Winter Break
January 16	Martin Luther King Day
January 24	Staff Inservice
February 20	President's Day
March 30	Staff Inservice
April 10-16	Easter/Spring Break
May 29	Memorial Day
June 9	Last Day of Classes

APPENDIX A

Letter of Agreement

Should the Department determine during the life of the Agreement to assign bargaining unit members to a Summer Term, the parties shall convene a special conference with the purpose of establishing procedures for selection of those individuals to be so assigned. The selection procedures developed must conform to the following precepts:

1. Individuals selected for Summer Term must be certified and qualified to teach the subjects/classes which compose the assignment(s).
2. Certified and qualified volunteers shall be sought and assigned to Summer Term first over those teachers who prefer not to be assigned during the Summer.
3. To the extent practicable, the Department will attempt to offer an individual assigned to Summer Term the choice of sessions to be off from service during the remainder of the school year. Under no circumstances would an individual be approved to be off during a Fall Term.
4. Individuals who express a preference not to be assigned to Summer Term shall not be assigned involuntarily to a Summer Term more than once during the life of this Agreement.
5. Notice of assignment to a Summer Term shall occur prior to the start of the preceding Spring Term - Session One.
6. No more than three bargaining unit members may be involuntarily assigned to teach during any particular Summer Session through this process.
7. In the event that more than one bargaining unit member volunteers for assignment to Summer Term or more than one bargaining unit member is being considered for involuntary assignment to Summer Term; the certification, qualifications, and experience of each of the teachers being considered for assignment shall be evaluated as the basis for determining who will be assigned. If two or more bargaining unit members have relatively equal certification, qualifications and experience, the assignment among volunteers will be awarded to the most senior teacher, the assignment among those teachers with a preference not to be assigned to a Summer Term will go to the least senior teacher.

