

MASTER AGREEMENT

between

LANSING SCHOOLS EDUCATION ASSOCIATION

and

**LANSING SCHOOL DISTRICT
BOARD OF EDUCATION**

2013-2018

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ARTICLE 1

Recognition

A. The Board hereby recognizes the LSEA as the exclusive bargaining representative as defined in Section 11 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 certificated employees within the unit who are subject to the Michigan Teachers’ Tenure Act (MTTA), as amended. The term “ancillary staff” when used hereinafter in this Agreement shall refer to all hourly and salaried employees within the unit who are not subject to the MTTA, as amended. The term “Board” when used hereinafter shall refer to the Board of Education of the Lansing School District, its administrative agents and supervisory personnel.

B. The following personnel who hold valid contracts with the Lansing School District comprise this bargaining unit:

- preschool-12 classroom teachers,
- teacher consultants,
- guidance counselors,
- school media specialists/librarians,
- school social workers,
- physical therapists,
- occupational therapists,
- audiologists,
- program specialists,
- special education teachers,
- speech and hearing therapists,
- remedial reading teachers,
- advanced instruction teachers, literacy teachers/coaches,
- mentoring specialists,
- educational resource specialists,
- vocational education instructors,
- YPED nurses,
- school psychologists,
- teachers of the homebound or hospitalized,
- MSRP teaching staff and coordinator,
- science coordinator, health education coordinator, gifted and talented coordinator, vocational education coordinator, 21st century community activities coordinator and any other coordinators who were members of the bargaining unit on or before July 31, 2003,
- school nurses,
- vocational support specialists,
- planning specialists,
- only those production specialists who were members of the bargaining unit on or before July 31, 2003
- building substitute teachers as defined in MERC Case No. R91 E-117

but excluding:

- all ABE and high school completion teachers,
- per diem substitutes,
- EIP intern teachers,
- supervisory and executive personnel,
- special support specialists,
- project development specialists,
- zone coordinators,
- adult vocational education specialists,
- RIF coordinators,
- field operations,
- site coordinators-resident managers,
- day care managers,
- market services coordinators,
- mental health coordinators-substance abuse,
- evaluation assistants,
- systems analysts,
- technical programmers,
- systems programmer,
- operations supervisor,
- adult enrichment supervisors,
- adult vocational education supervisor,
- adult education supervisor,
- adult education coordinators,
- research and evaluation supervisor,
- senior accountant,
- employee relations assistant,
- district wide athletic director, secondary athletic coordinator,
- as well as any other certified/non-certified personnel employed by the Board.

- C. Bargaining unit personnel shall not hire, transfer, suspend, layoff, recall, promote, discharge, assign, evaluate or discipline other bargaining unit personnel. Any direction of personnel shall be initiated by the administrator in charge.

The vacancy filling processes provided in Article 6 and the peer evaluation, as may voluntarily be agreed to, are not and do not constitute an evaluation or violation of this section.

“Evaluate” shall not include athletic director’s evaluation of coaches, nor head coach’s evaluation of assistant coaches, nor city-wide consultant for athletics’ evaluation of coaches.

- D. The Board agrees not to negotiate concerning the terms and conditions of employment for members of this bargaining unit 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 2

Association and Employee Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee employed by the Board shall have the right to freely join and support the LSEA 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 employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States.
- B. Nothing contained herein shall be construed to restrict or deny to any employee rights they 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 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 employee must exercise responsibility and prudence, and must realize that working in an elementary or secondary school places special responsibility upon the employee to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
 2. The employee shall have the responsibility of keeping the principal informed of all controversial issues to be taught outside the accepted course of study.
- If any group or individual brings charges against the employee designed to impede the employee's freedom to teach, and the employee's position concurs with Board of Education Policy #6122, Study of Controversial Issues, and numbers 1 and 2 above, the Board shall provide without cost to the employee the necessary and sufficient leave of absence, legal assistance, and other support for the protection of academic freedom. Any amendment to Policy #6122 will be distributed by the Board to each teacher.
- E.
1. The LSEA shall have the right to use building facilities at reasonable times and hours for teacher meetings outside the 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 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 employee.
 3. The LSEA, by its representatives, may, for LSEA purposes, enjoy the use of Board typewriters, calculating machines, duplicating equipment, and audio-visual and amplifying equipment provided, however, all such use shall be only when such equipment is not in

use for educational or instructional purposes as determined by the Building Administrator. The Association shall pay the cost of all materials and supplies used. 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 Board shall provide a bulletin board in each building, part or all of which shall be designated in writing by the Building Administrator for LSEA use.
 5. All of the foregoing are granted solely to the LSEA and shall not be utilized by any other employee 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 costs, expenses or money judgments 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 LSEA, 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 accessible to teacher bargaining units by any statute, state administrative, or judicial body.
- G. Employees shall be entitled to the full rights of citizenship. Such rights of citizenship include the right to a personal and private life provided that said personal or private life does not have a negative impact on the teacher's effectiveness.
- H. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the United Profession either on or off the school premises. However, employees 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, disability, religion, color, national origin, age, gender, marital status, or membership in, or association with, any organization.
- J. Upon appointment with the Personnel Office which may be made anonymously, employees shall have access to their personnel files once each semester to review any document prepared by the employee, 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 employee to be a member of or to participate in the activities of any organization.
- L. The LSEA shall be entitled to a total of one hundred forty-eight (148) school days with 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, MEA, AND NEA. In addition to the 148 school days, twenty (20) additional days may be used at the discretion of the Association for conferences. The Association agrees to pay the District for the cost incurred for substitutes utilized to cover employee absences while attending Association sponsored business/ conferences/activities while using the above identified "Association" days" (currently \$42 per half day and \$75 per full day). The Union maintains the right to discuss additional Association days in the future.

The LSEA 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 Chief Administrator for Human Resources and/or designee and the immediate supervisor of the affected employee. The Administration agrees that the use of Association days will be unrestricted to the Association given they are used for the above described purposes. No Association member shall use more than three (3) days per week for release time without the approval of the Superintendent or his/her designee.

- M. In light of the ethnically and culturally diverse student body, the Board and the LSEA recognize that to provide for the various educational needs of its student body it is desirable to maintain an ethnically and culturally diverse teaching staff. Such a staff can provide employees who are familiar with and can best respond to the various educational needs of the student body. An ethnically diverse staff also can provide an atmosphere of diversity to the students, allowing them to learn more through interactions with teachers of different backgrounds. The Board and the LSEA shall promote an aggressive effort to recruit members of minority groups for employment in the schools.
1. The Board and the Association, therefore, jointly commit to initiating efforts and activities with the goal of increasing the number of minority employees in the LSEA bargaining unit.
 2. A committee of representatives comprised of four LSEA members named by LSEA and four representatives of the Board shall meet at least bi-annually to review hiring patterns and develop plans which may aid in the development of a pool of qualified minority candidates for hire or the encouragement of entry into the profession. Names and addresses of prospective minority candidates may be submitted to the Personnel Office at any time.
 3. At least once annually, the committee shall present a report of progress toward hiring goals and any further recommendations for action to the Board of Education. Such report and recommendations shall be presented to the Board of Education by the total membership of the committee as an agenda item at a Board of Education meeting.
- N. Employees may not be required to disclose communications received in confidence by the teacher from a student unless said disclosure has been determined to be required by law.
- O. The Board shall support those employee rights expressed in the Board's Policy #5114 and its subsections, Code of Student Conduct for Elementary and Secondary Pupils, as revised in August 2003.
- P. Employment in an hourly position does not constitute teacher service toward the acquisition of teacher tenure under state law for certified hourly employees unless the position requires certification and the employee holds a certificate valid for the position, an annual vocational authorization, temporary approval, or if the person is a non-certificated individual employed pursuant to Subsection 1233b of the Revised School Code.
- Q. **Responding to Requests for Employee Personnel Records**

In the event that the Lansing School District receives a request from a third party seeking public records from the personnel file(s) of an employee in the Lansing School District, the LSD shall take the following steps:

- The LSD shall provide prompt notice to the employee and the LSEA Uniserv Director that a request has been received by the LSD that seeks information or public records from the employee's personnel file(s).

- Identification of the party making the request for information shall be provided by the LSD to the employee or the LSEA Uniserv Director if requested.
- A copy of the written request for information concerning an employee shall be provided by the LSD to the employee or the LSEA Uniserv Director upon request.
- Copies of the specific records the LSD intends to copy and release to the requesting party shall be provided to the employee or the LSEA Uniserv Director upon request.
- The LSD shall review all documents it intends to release to a requesting party for the purpose of determining whether such documents are exempt from release under an exemption provision of the Freedom of Information Act. The LSD shall not release public records that are exempt from disclosure under the Freedom of Information Act.
- Prior to releasing documents in response to a request for public records from the personnel file(s) of a teacher, the LSD shall redact the employee's Social Security number from any records intended for release.

ARTICLE 3

Association and Employee Responsibilities

- A. Employees shall be at their work station for the days contracted. Any unexcused absence may result in a loss of pay for the duty time missed and an entry to that effect in the employee's personnel file. Unexcused absence may be cause for disciplinary action up to and including dismissal.

The Board retains the right to require, at the Board's expense, that an employee undergo a medical examination to confirm good cause for an absence.

In situations where an employee has been notified in writing by the Personnel Office that his/her absence record suggests a possible pattern of excessive use or abuse, the Board may require an employee, at Board expense, to provide medical verification for similar future absences until the absence record shows significant improvement or the concern has abated.

This notification shall only constitute the beginning of progressive discipline and not discipline in and of itself. Future repeated behavior of the same nature may trigger progressive discipline.

- B. No probationary teacher or teacher on continuing tenure shall discontinue service with the Board except by mutual consent without giving a written notice to said Board at least thirty (30) days before the beginning of the ensuing school year.
- C. Employees are expected to indicate to the Board as soon as possible if they do not intend to return for the coming school year.
- D. 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.
- E. Employees are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Employees, therefore, are responsible to discharge their assignment with professional proficiency, to plan adequately, and to make conscientious efforts to meet, if necessary, with children, parents, and/or administrators.
- F. Employees are responsible for reporting to work physically, mentally, and emotionally fit to perform the duties of their jobs. When the Board has reason to believe that an employee is reporting to work in an unfit condition, and/or an employee is seeking an accommodation for a physical or other disability, the employee shall comply with requests to provide appropriate medical documentation. An employee may be required to undergo examination by a Board-selected medical professional for purposes of evaluating an employee's physical, mental, and/or emotional fitness for work or necessity for accommodation.

G. **Residency**

All newly employed bargaining unit members, other than bargaining unit substitutes, from and after May 1, 1996, should live within a 20 mile radius of the Lansing School District within 12 months of beginning work for the District.

The following are exceptions to the above suggested residency requirement:

1. Where no other qualified person is available to fill the position. Qualified as defined in Article 6, A, 3, and the Law.

2. A spouse of a bargaining unit member who lived outside of a 20 mile radius of the district and was employed by the District prior to May 1, 1996.
3. Where a bargaining unit member's spouse is required to fulfill a different residency requirement. Twelve months after the removal of a spouse's residency requirement, the bargaining unit member should live within a 20-mile radius of the Lansing School District.

ARTICLE 4

Grievance Procedure

- A. A claim by an employee, group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. The LSEA shall maintain a Grievance Committee for the purpose stipulated in Section F of this Article. In the event that members of the Grievance Committee are a party in interest to any grievance, they shall disqualify themselves.
- C. The number of days indicated at each step of the Grievance Procedure are business days, excluding weekends and holidays, 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.
- D. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits and shall constitute a waiver of any future appeal concerning the particular grievance.
- E. The failure of an administrator to communicate the decision to the employee within the specified time limits shall permit the employee and/or Association to proceed to the next step in the Grievance Procedure.
- F. Association grievances are filed at Level III on behalf of LSEA members who have been affected as a result of a violation of the Collective Bargaining Agreement (CBA), Letters of Agreement, and/or past practice, by the Grievance Chairperson, LSEA officers, and/or Uniserv Director. Association grievances are also grievances initiated by the Association filed during breaks or when there is more than one individual involved in an issue.
- G. Employees must utilize each step of the grievance process without skipping steps.
- H. LSEA members initiating a grievance shall maintain the responsibility for contacting and having an Association or building representative present on grievance matters except for those related to discipline and discharge.
- I. In the handling and processing of a grievance the following procedure shall apply:

1. **STEP ONE**

Within ten (10) days of the date a grievance occurs, the employee shall discuss the matter with his/her immediate supervisor individually or together with the LSEA Building Association Representative, and/or through another LSEA Representative with the objective of resolving the matter informally. Within seven (7) days after discussion of the grievance, the administrator or a designee shall give the disposition orally to the employee. Issues involving an underpayment of money shall have an additional twenty-eight (28) calendar days for timely filing of a grievance.

2. **STEP TWO**

If the grievance is not resolved informally, the employee shall, within seven (7) 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 employee 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 a designee shall give the employee an answer in writing no later than seven (7) days after receipt of the written grievance.

3. **STEP THREE**

If the grievance is not resolved at Step Two, the employee shall within seven (7) days transmit the grievance to the Association. The Association will consider the merit of the grievance and in the event it is considered meritorious shall approve the written grievance and submit it to the Chief Administrator for Human Resources and/or designee.

The Chief Administrator of Human Resources or a designee shall meet with the grievant and representative for the Association within fourteen (14) days of the receipt of the grievance. A written response shall be given within seven (7) days after the meeting.

Association grievances shall commence at this level and shall be filed within fourteen (14) days of the Association becoming aware of such grievance.

4. **STEP FOUR**

If the grievance remains unresolved at the conclusion of Step Three, a pre-arbitration conference will occur within fourteen (14) days. The purpose of the pre-arbitration conference is to have both parties make an effort to resolve the grievance prior to arbitration.

5. **STEP FIVE**

- a. If the grievance remains unresolved at the conclusion of the pre-arbitration conference, the grievance may be submitted for binding arbitration, provided written notice and submission to arbitration is delivered to the Chief Administrator for Human Resources or designee within twenty (20) days after the date of decision under Step Four.
- b. A roster of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
- c. An arbitrator from the roster shall be assigned to a particular grievance in order that the names appear on the list.
- d. Any arbitrator may be removed from the roster by initiation of either party. Such initiation shall be by written notice to the other party. Subsequent to such notice, the name of the arbitrator shall remain on the list for the next grievance arbitration selection and then shall be removed.
- e. The arbitrator, upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulation of the American Arbitration Association.
- f. Should either the Board or the Association wish to terminate the use of the pre-selected roster for selection of grievance arbitrators, the party wishing to terminate the panel shall give nine (9) months notice to the other party. After termination of the

roster arrangement, selection shall be through the American Arbitration Association and subject to its rules.

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.

J. **Powers of the Arbitrator**

It shall be the function of 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.

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's 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.
4. 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.

K. **Miscellaneous**

1. 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.
2. 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.
3. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. The form "Statement of Grievance" can be obtained from an Association Representative or the LSEA Office.
5. Access shall be made available to records of all unprivileged information used in the determination and processing of the grievance.
6. No grievance shall be filed for or by any employee after the effective date of his/her resignation.
7. 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.
8. 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.

9. Two or more grievances on the same subject may be handled by the Board as one grievance. When such a situation occurs, the Association shall be notified and the answer directed to the Association Representative or the Association.
10. Nothing contained herein shall be construed to prevent any individual employee 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.
11. 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.
12. Settlements of grievances reached at Step One of the grievance procedure shall not be considered precedent-setting nor shall they prejudice either party in either promulgating or responding to later grievances.

ARTICLE 5

Working Conditions

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- A.
1. The Board shall provide clean, well-lighted, ventilated, and heated facilities to the extent reasonably practical. Complaints brought pursuant to this Section shall be presented to and reviewed first by the Building Administrator who shall have five (5) working days from receipt of the complaint to investigate the matter and respond in writing. If the Building Administrator's response is not satisfactory, the employee may appeal the matter to the Deputy Superintendent for Support Services. The Deputy Superintendent for Business and Finance shall respond in writing within five (5) working days on receipt of the complaint setting forth the appropriate action to be taken.
 2. The Board shall provide for each employee a separate desk, file cabinet, and assigned lockable closet or locker space.
 3. Telephone facilities shall be made available to employees for their reasonable use. Long distance calls shall be made only in emergencies with the prior approval of the principal, and at the employee's expense if personal. Upon request, reasonable efforts will be made to provide privacy.
 4. The Board shall make available in each school a designated eating area, restroom, and lavatory facilities exclusively for adult employee use during school hours. At least one room of habitable nature, appropriately furnished, shall be reserved for use as an adult employee lounge. The room should be able to accommodate the entire staff of the elementary school if possible. If not possible, the staff may make other reasonable arrangements for an employee eating area.
 5. Vending machines may be installed in teacher lounges at the request and expense of the employees in a particular building. Proceeds are to be used for school-related purposes. Employees will oversee such vending machines.
 6. The parties agree that smoking on the school premises will be prohibited in accordance with law.
- B.
1. 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.
 2. Materials such as textbooks supplied to students by the Board shall be available in sufficient supply by the opening day of each semester. In the event said materials are not available, the Board shall make every reasonable effort to obtain said materials from local vendors.
 3. The Board and the LSEA recognize that appropriate texts, reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, music and athletic equipment, current periodicals, standardized tests, pencils, paper, chalk, and other inanimate objects are the tools of the teaching profession. Therefore, consistent with building autonomy budgetary constraints, the Board shall provide funds for the purchase of materials necessary for the performance of daily duties.
 4. There shall be a functioning professionally staffed library in each school to supplement and complement the required curriculum. Staffing may be altered for programmatic reasons by approval of the staff. Building librarians are subject to seniority, layoff and recall as set forth in Article 12.

C. Employees assigned to support centers shall, to the extent reasonably practicable, be provided adequate space to carry out their work assignment. Telephone facilities shall be made available to support personnel for their reasonable business use. Further, the Board shall provide access to a private area when necessary.

D. 1. Subject to scheduling and priority as determined by the principal, secretarial service and office machines in the school buildings shall be available to employees for school purposes.

2. The Board will make every reasonable effort to have collections handled by the office.

3. The Board shall make a reasonable effort to provide adequate free parking space for employees except when substantial capital investment would be required.

4. Employees shall not be required as a part of their regular job duties to transport students.

E. 1. **Support Services**

a. Prior to placing a special education student in a special education or general education teacher's classroom, the teacher shall be informed of the results of that student's last IEP.

A special education teacher in most instances will have the responsibility to contact the general education teacher(s) of students in the special education program who are scheduled into general education classes for the purpose of sharing pertinent information and discussing special needs of these students.

When the general education classroom teacher of a special education student is faced with a situation which requires a specific teaching technique with which he/she is unfamiliar, the teacher will apprise a special education service provider, counselor or building/program administrator (as appropriate) of the situation.

A response will be provided as soon as practicable, but in no case longer than five (5) school days from a written and dated request, a copy of which shall go to the building principal.

The responsible person will make every reasonable effort to provide appropriate assistance to the teacher. This assistance may include, but is not limited to:

1. providing instructional assistance by the building special education staff,
2. rescheduling the student into a more appropriate classroom, either general or special education,
3. counseling services to the student,
4. contacting and seeking consultant support, and/or
5. reduce class size.

The general education teacher and the principal will work out a suitable remedy for the situation in cooperation with the building special education staff in accordance with the IEP.

- b. Student records will be available to the teacher prior to the placement of the student if such records are on file.
 - c. Whenever the classroom teacher and principal suspect that a student may require special services, they shall confer to determine what steps are appropriate to provide supportive help for the classroom teacher and/or student up to and through the IEPC program.
 - d. A request to the building principal for an IEPC may be made at any time by any regular or special education teacher, as well as others as stated by the Mandatory Special Education Act. Any teacher may also request a change in an IEPC by notifying the principal in writing. The principal shall notify the teacher within ten (10) working days of the action to be taken. The IEPC shall be held as soon as possible.
 - e. If a determination of eligibility for special educational services is made by an IEPC, the administration shall take immediate steps to provide the appropriate placement and/or services for that student as determined by the IEPC.
- 2.
- a. The Board shall provide school nurses, speech and hearing therapists, school psychologists, and school social workers to serve students.
 - b. The Board agrees to provide to employees all available pertinent information concerning prescribed medication routinely taken by their students during the school day.
 - c. The Board shall provide a current list of local, county, state, regional, and national workshops, conferences, and meetings related to special education by the first week of school. These lists shall be distributed to all special education employees and posted in each building.
 - d. The Board, upon making a request of the State Board of Education for a deviation from the rules as set forth in the Special Education Code pursuant to Rule 34 (1954 Admin. Code R340.1734), or in filing a petition for non-compliance pursuant to Section 242b of the Mandatory Special Education Act (MCLA 340.252b), shall advise the Association of its intent before filing a request for such deviation or approval for non-compliance.
3. A Joint Special Education/General Education Subcommittee of the Professional Council shall be established and composed of eight (8) administrators, six (6) special education teachers, and six (6) general education teachers. The members of the Subcommittee shall be selected as follows:
- a. The Superintendent of Schools shall appoint eight (8) administrative members, who shall include one (1) high school, one (1) middle school, and two (2) elementary administrators, as well as others selected by the Superintendent.
 - b. The LSEA President shall nominate for ratification by the LSEA Board of Directors the six (6) special education teachers and the six (6) general education teachers. Such teachers shall be representative of:
 - 1) the various curriculum areas;
 - 2) the elementary-secondary ratio;
 - 3) minority groups;
 - 4) groups such as helping teachers, counselors,

- diagnosticians, and support staff; and
- 5) the LSEA membership at large.

The Subcommittee shall be chaired alternately by the administrator co-chairperson appointed by the Superintendent and the teacher co-chairperson appointed by the teacher representatives on the Subcommittee.

The Subcommittee shall meet as directed by the Professional Council on such issues as the Professional Council shall determine. If a member of the Subcommittee cannot attend, he/she may have an alternate attend in his/her absence.

The Subcommittee shall meet at least once each semester.

4. Once a discussion has occurred between the Lansing School District and any other district to eliminate, reduce, or transfer any special education program to another district, the District shall notify the LSEA.

When the Lansing School District learns that another district will be transferring a special education program to the Lansing School District, notice shall be provided to the LSEA.

F. **Counselors**

1. There shall be one or more full-time counselors in each secondary school.
2. The counseling chairperson 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.

The 70 students per counseling hour may be increased to 90 students per counseling hour if the District reduces the counselor work load by implementing all of the following:

- a. Adopt computerized scheduling by second semester of the 1996-97 school year.
 - b. Use initial staffing ratios that are the same as the prior year.
 - c. Initial scheduling of classes will be planned to avoid exceeding contractual maximums. If overloads are allowed, it shall be only with the approval of the appropriate administrator with notice to the teacher, LSEA President and Board of Education.
 - d. Counselor presentations to entire classes (9th, 10th, 11th & 12th) shall be permitted and arranged on building by building basis.
 - e. Eliminate using counselors as substitutes for administrators and ensure that counselors only substitute for classroom teachers a maximum of one class period per day and only with the concurrence of the counselor.
5. Counselors, like all other employees, are responsible for supervising appropriate student conduct; however, counselors shall be free from administering direct punitive or

disciplinary action and noon hour supervision. Counselors 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. Counselors shall be provided adequate space to carry out their counseling function, in private when necessary. In addition, they shall have access to telephones.
8. A counselor shall not be assigned as a substitute teacher or an acting administrator except in cases of emergency.

G. Department Chairpersons

1. Secondary department chairpersons are inclusive of 6-8 departmentalized model within the K-8 programs as well as 9-12 chairpersons.
2. The chairpersons of the following secondary departments shall have one hour of released time: Science, Social Studies, Language Arts, Math, and Counseling. The foregoing sentence is suspended and of no effect July 1, 2013 through June 30, 2018, unless the parties otherwise agree.
3. Each year the principal shall provide an opportunity for individual employees to make suggestions for department chairpersons at least five (5) days prior to the selection of the department chairpersons by the principal. The principal shall consider such suggestions in making the decision. Department chairpersons of departments other than those listed above 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. Except at schools with differentiated staffing in the physical education department, the physical education department chairperson shall be given released time of up to four (4) half days per semester, upon approval of the principal, to handle department business.
4. Department chairpersons are not to be considered supervisory personnel.
5. Department chairpersons shall be responsible directly to the principal for the performance of their duties and shall be given a formal evaluation each year.
6. For calculation purposes in determining departments and department chairpersons (excluding reading), team members shall be counted (on a proportional basis) for the subject areas of the core curriculum for which the team members are responsible.

Reading shall be excluded from departmental considerations as long as the Board continues to provide through its staffing formula a minimum of two full-time reading specialists per middle school building.

7. For the duration of the 2013-2018 agreement, the department chairs shall receive a stipend of 12% of the BA Base, unless the parties otherwise agree.

Department Chair System

	<u>Teacher Compensation</u>	<u>Team Incentive</u>
Dept. Chair w/o Release w/Extra Duty Pay (5 per H.S., 5 per M.S., no Reading)	12% BA Base	\$10,000

Each year, the building shall determine, by a 60% vote of the building's LSEA staff, how the team incentive payment shall be spent within the building to enhance instruction.

H. Team Leaders and Lead Teachers

Team leaders and lead teachers shall be selected in the same manner as department chairpersons as specified in Section G, part 2, above. (Compensation for team leaders and lead teachers shall be in accordance with Article 18, Section F. 10.)

I. Closing of Schools – Acts of God/Inclement Weather

1. When it is necessary for the Superintendent to close schools because of Acts of God, every reasonable effort shall be made to make such public announcements by 6:00 a.m.
2. On days when schools must be closed because of inclement weather, employees will not be required to report to school.
3. Should the District find it necessary to close school due to inclement weather during the school day, staffs will be excused by the administrator as soon as they have completed their responsibilities, including supervision of students.
4. Should the canceled school days cause a potential loss of state aid, the time shall be made up by extending the instructional calendar by the time necessary to receive full state aid. Make-up time shall be without additional pay.
5. It is understood that "inclement weather" shall also include other "Acts of God" as defined in the School Code and recognized by the state for state aid purposes.
6. Employees who notify the District of an upcoming intermittent absence (i.e., not on a leave of absence) and the absence happens to occur on a day when the District closes schools, such absences will not be deducted from the employee's accumulated compensable leave.

- J. The teacher-in-charge and Building Administrator will meet during the first month of school to develop guidelines for the teacher-in-charge during the Building Administrator's absence.

The guidelines will cover the following areas:

- A plan for notification of meeting outside of the building.
- Responsibilities – pertinent to particular school.
- Arrangements for substitute for teacher-in-charge as appropriate.
- Identification of alternate administrator when the Building Administrator is unavailable.

- K. Prior to the end of each school year, elementary teachers will be offered the opportunity to make recommendations for student assignments in a specific class for the following year. If recommendations for class placement are altered, the teacher(s) involved shall be afforded the professional courtesy of notification no later than the first day of classes.
- L. The following special teaching conditions apply to elementary teachers who are assigned combination grade rooms.
1. Excluding reading and math, a blended curriculum may be devised and implemented for split- grade classrooms for all subjects.
 2. To the degree possible students assigned to split-grade classrooms will be grouped homogeneously.
 3. The administration will give particular attention to leveling the student load within the remaining classrooms of the grades affected.

M. **Medical Needs of Students**

The District is responsible to provide an appropriate education for students with a variety of special needs, including those students with significant medically-related disabilities. These special medical needs are sometimes addressed by the District's special education programs; others must be addressed as part of the general education program.

Procedures have been developed to assist District staff in addressing medically-related education needs which must be accommodated during the school day (special education intervention process, special education IEP, general education intervention process, and medically fragile health care plan procedure).

When it is necessary for medically related services to be provided in the school setting, all affected staff will be provided appropriate information about the special medical needs of the student. Additionally, the following guidelines will apply:

1. The District, in accordance with its commitment, will provide appropriate resources for the staff in the school and initiation of an organized planning process.
2. The District shall identify all students with a health/medical need that must be addressed during the school day.
3. If not already accomplished by other District resources, the school nurse will be responsible to see the following is accomplished:
 - a. verify that the student is medically able to attend school;
 - b. generate a health assessment of the student based on home, hospital, or school visit;
 - c. obtain pertinent medical information and a signed physician's statement indicating the student's medical problems, interventions required, and the training necessary to make the interventions; and
 - d. determine whether there are any nursing acts, functions, or tasks which may be delegated.

4. Identified students with medically related disabilities shall have an individualized written health care plan that specifies what services are needed and the person(s) responsible for assuring those services are provided. This applies to both general education students as well as special education students. This plan shall be written by the parent, at least one (1) classroom teacher, a health care professional, and an administrator. Others may be included as appropriate. In individual cases where the health care plan is straightforward, the parent(s), teacher(s), and administrator may agree to a plan developed by the school nurse.
5. **Routine and Scheduled Services** – When a classroom teacher is assigned or has the responsibility for a student whose health care plan requires special health or medically-related services, the classroom teacher shall not be expected to provide these services on a routine or scheduled basis. The maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions shall be the responsibility of the individual caregiver as assigned in the health care plan.
6. **Emergency Care/Services** – A written, student-specific emergency plan shall be in place for each medically fragile student. All staff involved with the student should have a copy of the plan. Each staff member involved with the student shall be appropriately trained in all relevant details of the emergency plan.
7. **Training Requirements** – If the health care plan requires training prior to implementation, the teacher or other staff person(s) responsible shall be appropriately trained and certified by a qualified health professional in each of the functions he/she will be expected to perform.

If a staff person is required to perform any of the extraordinary care, he/she will be trained and paid the appropriate hourly rate for training time. Additionally, if the District requires the staff person to be trained off-site, appropriate, pre-approved expenses including mileage should be reimbursed. The District will be responsible for the actual cost of training.

- N. The administration can hire registered nurse(s) without a Bachelor's Degree for an assignment in a building where a nurse with a B.S.N. is assigned or if no B.S.N. nurse is available. Those nurses without a B.S.N. shall be paid on the ISS-B hourly salary schedule.
- O. No employee shall be used as a substitute except in case of emergency, it being understood expressly that the failure of a substitute to arrive on time and the unavailability of an administrator shall be considered an emergency. Employees performing as substitutes shall be paid at the rate listed in Appendix A-3. [See also Article 6, G and Article 8, G.]
- P. The Board agrees at all times to maintain an adequate list of substitute teachers. When teachers report their unavailability for work, it shall be the responsibility of the administration to arrange for a substitute teacher. [See also Article 14, K]

ARTICLE 6

Vacancies, Assignments, and Transfers

A. Definitions

1. A vacancy is an unoccupied position in the bargaining unit, which the Board intends to fill and for which there are no unassigned qualified employees, and which was vacated or created for one of the following reasons:
 - a. death;
 - b. newly created;
 - c. retirement;
 - d. discharge for cause;
 - e. transfer of a bargaining unit member;
 - f. unpaid Leave of Absence for longer than one (1) semester; or
 - g. resignation.
2. An ancillary staff member shall be considered unassigned if his/her position has been eliminated, he/she is on full or partial layoff, and/or he/she is scheduled to return from a Leave of Absence of longer than one (1) year. Ancillary staff returning from a Leave of Absence of one (1) year or less shall have rights to their former position under Article 13 (K). A teacher returning from such a leave of absence shall have rights to a position.
3. Qualifications for co-curricular and LSEA hourly assignments shall be established by the Board.

B. Posting of Ancillary Staff Vacancies

1. All ancillary staff vacancies shall be posted for seven (7) working days on a designated bulletin board in each building, with a copy to the LSEA. During vacation periods, ancillary staff vacancies shall be posted in the Personnel Office, with a copy to the LSEA. All ancillary staff postings shall include the job description, necessary qualifications, and the date by which applications must be received. If known, the posting shall also list the building and grade level (if applicable) to which the selected candidate will be initially assigned, it being understood that listing these details will not constitute a guarantee that the assignment will not be altered in the future.
2. Ancillary staff vacancies which arise during the school year and are filled temporarily for the duration of the school year and are to be continued the following school year shall be posted by March 15th of that school year. This subsection shall not apply to vacancies that arise under Section (A) (1) (f) above.
3. The Board may fill an ancillary vacancy of less than one (1) semester temporarily by using a substitute. For vacancies of longer than a semester, the Board shall hire a regular employee. If an ancillary staff returning from an unpaid leave of absence under Section (A) (1) (f) has a right back to their former position under Article 13(K), the regular

employee that was hired to fill the vacancy shall have rights as an unassigned ancillary staff under Appendix L.

C. **Filling of Vacancies** (See Appendix G and L)

All ancillary staff vacancies, as defined above, shall be filled by the District in accordance with the following procedures:

1. When an open position exists at a school, the principal may encourage and/or consider the interest of any presently assigned ancillary staff at that school for reassignment to the open position before the position is posted as a vacancy. Likewise, a principal may authorize assignment trades between interested ancillary staff.
2. The District shall assign all unassigned ancillary staff (including such employees on layoff, returning from leaves, displaced in accordance with Section P. below, etc.) to vacancies for which they are qualified before considering any active employee outside the affected building for reassignment or considering outside applicants.
3. The ancillary staff applicants shall be evaluated based upon experience, competency, qualifications and seniority. When experience, competency, and qualifications are relatively equal, the ancillary staff applicant with greater seniority shall be given preference. Relatively equal shall mean that the combined total point value of the screening grid and the total average points of the panel interview between the candidates shall be less than ten (10) percentage points different.
4. If the vacancy occurs during the school year, the District may determine whether to fill it temporarily for the remainder of the school year with ancillary staff or outside applicant or post and fill it in accordance with this Article. If the District elects to make a temporary placement in the vacancy, it shall be posted for the following school year by March 15 and filled in accordance with this Article.
5. In filling posted bargaining unit ancillary staff vacancies for which LSEA members have applied, the District shall use the following procedures to evaluate the experience, competency, and qualifications of each ancillary staff applicant.

Step 1: Each applicant for the posted ancillary staff vacancy shall be evaluated by the District using the attached "Ancillary Staff Applicant Screening Grid." See Appendix G. Screening activity shall conform to the rating scale specified in the Ancillary Staff Applicant Screening Grid.

All LSEA ancillary staff members who score within ten (10) points of the lowest scoring non-LSEA member applicant selected for an interview shall be chosen for a panel interview. In the event that only LSEA ancillary staff members are applicants, those applicants who have scored within ten (10) screening points of the highest scoring applicant shall be selected for a panel interview.

Step 2: Each ancillary staff applicant qualifying for a panel interview shall respond to the same set of interview questions and shall have his/her answers evaluated by the same panel members. The panel interview process shall result in a further accumulation of points. The ancillary staff applicant earning the highest accumulated point total during the screening and panel interview procedures will be selected for the ancillary staff vacancy unless a more senior LSEA ancillary staff member has an accumulated point total that is within ten (10) percentage points of the applicant earning the highest point total.

(Note: In accumulating points from the applicant screening grid and the panel interview, the screening grid shall constitute 50% of the total possible points.)

Interview panels shall be determined by the District; however, the LSEA may appoint one (1) member to each panel considering an LSEA member applicant for a vacancy. Each interview panel member shall have an equal weighted value but the LSEA appointed representative shall not be less than 20%.

An applicant's point total on the screening grid and the averaged point total on the panel interview shall be made available to the applicant upon request. Applicants shall not be provided score information of other individuals; however, the LSEA may review this information.

Changes in these procedures may be made through mutual consent of the parties.

D. Transfers

1. A position shall not be regarded as a vacancy when a class is transferred to another building. The ancillary staff in that assignment shall follow the class. If an involuntary transfer occurs during the semester, the transferred ancillary staff shall be given two (2) working days of released time to prepare for the new assignment.
 2. The Board and the Association recognize that it may be necessary for the administration to accomplish inter-building transfers of ancillary staff. By way of example but not limitation, transfers may become necessary to meet load conditions, to accommodate school closings, to meet instructional requirements and to maintain a balance of experienced and inexperienced ancillary staff.
 - a. When involuntary transfers are affected and layoffs will not result, the least senior ancillary staff in the affected building who has the applicable certification and qualification (see Article 6.A.) shall be moved first, provided that the move is consistent with the purpose of the transfer.
 - b. When involuntary transfers are necessitated, the problems shall be presented by the principal or supervisor to the affected building staff or department in an effort to find a volunteer. If a mutually agreed transfer is not possible, the procedure described in paragraph 2.a above shall then be used to determine which ancillary staff shall be transferred.
 - c. If an involuntary transfer occurs during the semester, the transferred ancillary staff shall be given two (2) working days of released time to prepare for the new assignment.
- E. No employee shall be involuntarily transferred from a salaried position to an hourly position or from an hourly position to a salaried position.
- F. None of the terms of this Article shall be construed in such a way as to prohibit the Board from initiating efforts and activities that may yield a faculty composition that by race and ethnicity more closely approximates the racial and ethnic balance of the Lansing community's workforce in each building and throughout the district.
- G. No secondary teachers shall have more than three (3) preparations a day; each modified, accelerated, and enriched class shall be considered a separate preparation. Exceptions may be made with the teacher's written approval. It is recognized that teachers who have low student

enrollment in foreign languages may be required to teach four levels of the language without violating this Section. [See also Article 8, F.]

- H. No employee shall be used as a substitute except in case of emergency, it being understood expressly that the failure of a substitute to arrive on time and the unavailability of an administrator shall be considered an emergency. Employees performing as a substitute shall be paid at the rate listed in Appendix A-3. [See also Article 5, O and Article 8, G.]
- I. An employee volunteering for extra duties shall be paid at a rate specified in Article 18 except when waived by the employee.
 - 1. Whenever schedules so allow, employees assigned to more than one school shall not be required to drive during their duty-free lunch hour or planning time.
 - 2. Classroom teachers who are assigned to two school buildings shall receive extended day pay (per Appendix A-3) of two (2) hours per week if they are required to drive between buildings.

[See also Article 18]

J. Part-Time Teachers

- 1. Secondary teachers shall be hired according to the number of class periods taught (i.e., 1/5, 2/5, 1/4, etc.). Consideration will be given for scheduling their class periods consecutively.
- 2. Elementary teachers shall be hired by half-days.

- K. Assignments shall be made annually for all ancillary staff. The District shall make a reasonable effort to complete and advise ancillary staff of tentative, continuous building or program assignments by the conclusion of the school year. In the event any ancillary staff remain unassigned at the completion of tentative continuous, building or program assignments, such unassigned ancillary staff will complete an assignment request form and submit it to the Personnel Office.

In determining inter-building or inter-program ancillary staff assignments, instructional requirements, student needs, and district needs will be of primary consideration. Qualifications, requests of individual ancillary staff, and seniority will also be factors considered in determining ancillary staff assignments.

- L. The District and the Association recognize there are and will continue to be programs available to the District and our employees, similar to the Montessori Program, Chinese Immersion Program, and Theme-Based Programs that require an inordinate amount of training and financial investment in specific employees.

M. **LSEA Hourly Positions**

All vacancies in LSEA hourly positions shall be posted as described above. Hourly position vacancy notices shall also state the anticipated hourly work schedule and the wage scale classification applicable to the vacancy. In the event that a salaried employee voluntarily transfers to an hourly position, the teacher shall be placed at the closest hourly wage rate for the applicable classification.

In cases where an hourly LSEA employee voluntarily transfers to a salaried LSEA position, experience with the District in the hourly position(s) shall not be considered for placement on the salary scale.

N. **Implementation of In-School Suspension Program**

If the District continues to operate an in-school suspension program, the following conditions shall apply:

1. Assignment of employees to ISS may be a single employee or the assignment may be divided between two (2) employees. Three (3) employees may be utilized upon approval of the School Improvement Team. If the assignment is to a single employee, the instructor shall have the regular employee hours as set forth in Article 8, except that the ISS instructor will not have an explicit, continuous planning period as provided for in Article 8, but may from time to time find it necessary to be absent from the room to coordinate his/her work with other staff members, to take reasonable breaks, or for other work-related reasons. During such times, the ISS instructor will coordinate responsible coverage of the room with the assigned ISS assistant.

Unless otherwise agreed, If the ISS assignment is shared between two (2) staff members, they will have common planning periods with one (1) staff member having two (2) additional classes and three (3) periods of ISS, while the other has three (3) classes and two (2) periods of ISS. During the planning period, the assistant will be responsible for the ISS room, but the instructors will be "on call." While in direct responsibility, the instructor may be absent from the room to coordinate his/her work with other staff members, to take reasonable breaks, or for other work-related reasons.

2. For purposes of Article 8, assignment to ISS shall constitute one (1) preparation.

- O. Ancillary staff may voluntarily leave a building at the end of a school year and will be placed on the displaced list for reassignment in the subsequent year. Ancillary staff who are on an improvement plan shall not have the right to leave a building without the agreement of the ancillary staff involved, the current principal, the receiving principal, the LSEA and the chief administrator for human resources. Ancillary staff who voluntarily put themselves on the displaced list shall not be allowed to rescind the decision.

- P. Ancillary staff who are displaced due to a school reconstitution or from a school closing shall be placed on the displaced list for reassignment in the subsequent school year.

ARTICLE 7

Class Size

The parties recognize that it is the interest of all stakeholders to honor the language in Article 7; “the Board shall strive to keep class sizes below maximums hereinafter specified”; therefore, the parties agree to assign a joint team to study the obstacles to meeting the above specified language in the collective bargaining agreement. The committee shall be made up of administrators and LSEA members as appointed by the deputy superintendent and the LSEA President.

Because the pupil-teacher ratio, including identified special education students who are mainstreamed in general education classes, is one important aspect of an effective educational program, the Board shall strive to keep class sizes below maximums hereinafter specified. All students (both mainstreamed special education and general education) assigned to a building shall be counted for building staffing purposes. Further, when it becomes clear that within the capabilities of a given building the leveling from one classroom to another would balance the class size or the overload without being detrimental to children, the Board will adjust class sizes within the class size maximums. However, average class size ratios, rather than individual class size limitations, shall apply to team teaching situations.

- A. The School District shall level class sizes within a building to the nearest whole student equivalent count by dividing the number of classes in a specific grade level or course type by hour into the actual number of the student count equivalent. Should the count exceed the class size maximum, overload relief shall be provided for the affected teacher subject to the conditions listed below.
- B. 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. Funds allocated to the building level from "at risk" accounts shall be used to reduce class size as long as permitted by law unless the School Improvement Team shall determine to use the funds for other legally permitted purposes.
- C. In alternate staffing patterns or other cases where specific class size maximums do not apply, the ratio of students to teacher equivalent positions employed by the District shall not exceed the equivalent ratio of classroom teachers in regular or traditional programs.
- D. **Elementary Maximums**
 - 1. Kindergarten – 25
 - 2. One and two years out of kindergarten – 25 (grades 1 and 2)
 - 3. Three years out of kindergarten – 26 (grade 3)
 - 4. Four to six years out of kindergarten – 29 (grades 4 through 6)
 - 5. In a situation where the continuous progress concept is in use, the class size shall not exceed those of the respective grade level equivalents.
 - 6. Teachers having combination grades in the same room shall have class sizes three (3) below the respective grade level equivalents. In circumstances where a combination class involves levels with a different class maximum, the lower class size shall be used to determine the three (3) below maximum.

7. If class sizes exceed three (3) 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.
8. When class size exceeds two (2) pupils over the guidelines, the teacher shall be provided with one planning day during the month. Planning days shall be determined by using the first Monday of the month, October through May.
9. When initially placing mainstreamed special education students in elementary classrooms, the administration shall strive to equitably balance those students among classroom teachers at the appropriate grade level. It is recognized by both parties that the term "equitably balance" takes into account the needs of the student as well as the teacher, that the number of special education students is not the sole criteria, and that the administration may take into account the variable needs of the special education student as well as the variable impact that those needs may have upon the classroom teacher and other classmates. Further, it is understood that some solutions, with the written consent of the affected classroom teacher, may in fact create imbalances for the good of the student, the teacher, and the school as a whole.

"Equitably balance" also means that where there is a deviation of two (2) or more mainstreamed pupils initially assigned to one classroom in the same grade level in elementary or the same subject during the same hours for secondary, the principal shall inform the affected teacher(s) of the reasons for the deviation.

If the teacher does not agree with the reasons, the teacher shall have the right to appeal the decision to the Least Restrictive Environment Committee.

E. Elementary Overloads

1. Teachers shall be paid 0.05% of the BA base per week per pupil in classes where there is one (1) pupil over the maximum for elementary classes set forth above. Half-day kindergarten classes shall be considered as separate units.
2. Overloads shall be determined by actual counts on the Monday following the State of Michigan's official count date and each Monday thereafter. Overloads shall not be paid for the first four (4) weeks of the first semester or the first two (2) weeks of the second semester. If the overload still exists on the Monday following the state count date, then said overload shall be paid retroactively back to the first week of the semester. Overloads shall be paid at the end of each semester. Teachers must file overload claim forms within four (4) weeks of the final count date of each semester or they will be considered to have waived the right to overload payment; the District may excuse a late filer for extenuating circumstances.
3. In order that payments can be made on the 21st paycheck, the 16th Monday, of the second semester shall serve as the actual count for the 17th, 18th, and 19th Monday.
4. Teachers absent for a period of ten (10) consecutive work days or longer shall not be paid overload for that period of time.

F. Secondary Maximums

Class size maximums are set forth in Appendix C.

G. Secondary Overloads

1. Teachers shall be paid .01% of the BA base 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 3/4th and every 1/4th thereafter.
2. Overloads shall be determined and paid each semester by using the average of four (4) count dates, as listed as follows:

First Monday school day in
 October
 November
 December
 Last week before winter vacation

Second Monday school day in
 February
 March
 April
 May

Teachers must file overload claim forms within four (4) weeks of the final count date of each semester or they will be considered to have waived the right to overload payment; the District may excuse a late filer for extenuating circumstances.

3. Schools on the quarter system will have separate count dates which the parties will determine mutually.
4. Teachers absent for a period of ten (10) consecutive work days or longer shall not be paid overload for that period of time.
5. If 6th grade enriched classes are assigned by the principal, all classes taught during the hour of the enrichment class shall be eligible for overload pay.

H. **Special Education**

1. **General Terms**

- a. Special education class sizes in elementary and secondary schools shall not exceed state rules and regulations unless a deviation is obtained from the Department of Education. In such cases, LSEA and the affected teacher(s) shall receive prior notification of the deviation request and shall have the opportunity to attach a statement of support or dissent. If a State Department of Education deviation request is initiated and students beyond the state rules, regulations, and guidelines are approved, the teacher shall be paid overload pay consistent with that paid to regular education teachers at the grade level to which the student is assigned (i.e., elementary special education teachers shall be paid overload at the rates and in the manner of regular education elementary teachers, and secondary special education teachers shall be paid at the rates and in manner of secondary regular education teachers.) Such pay shall date from the date of the placement of the student(s) causing the overload in the classroom.
- b. A Least-Restrictive Environment Committee shall be convened at the request of a teacher who already has sought the assistance of his/her building principal in resolving problems that are related to mainstreaming students with special education needs in his/her general education classroom. The Committee shall

be composed of two (2) administrators selected by the District and two (2) teacher representatives appointed by the Association. The Committee shall hear and recommend solutions to questions and concerns about placement and scheduling of students, support, materials, classroom physical environment, in-service training for teachers, and other appropriate issues. Committee recommendations shall be sent to the Director of Special Education and the Director of Elementary or Secondary Education as applicable. These recommendations are advisory in nature and shall not be binding upon the District.

2. Elementary

- a. Students mainstreamed half-time (2:45 minutes) or more:

If a handicapped student's instructional program is the primary responsibility of a regular education teacher (spends half-time or more in regular education), that student shall be counted as a general education student for class size purposes.

- b. Students mainstreamed less than half-time:

Any combination of students equaling from 1 to 2:45 minutes aggregate shall count as a total of one student for purposes of determining class size; any combination of such students equaling from 2:46 minutes to 5:30 minutes shall count as two students for class size purposes; any combination of such students equaling 5:31 minutes to 8:15 minutes shall count as three students, etc.

- c. Mainstreamed severely cognitively impaired (SCI), severely multiply impaired (SXI), and autistically impaired (AI) students shall be considered separately for class size purposes. Each SCI, SXI, and AI student mainstreamed less than half-time (2:45 minutes) shall be counted as one (1) general education student for class size purposes. Each SCI, SXI, or AI student mainstreamed half-time or more shall be counted as two (2) students for class size purposes.

3. Secondary

Mainstreamed severely cognitively impaired (SCI), severely multiply impaired (SXI), and autistically impaired (AI) students shall be considered separately for class size purposes. Each SCI, SXI, and AI student mainstreamed into a secondary class shall be counted as two (2) students for class size purposes.

When initially placing mainstreamed special education students in secondary classrooms, the provisions of paragraph D.9. shall apply.

ARTICLE 8

Teaching Hours

A. Services to be rendered by teachers include their participation outside of regular teaching hours in, up to, and including six (6) school functions per school year. Some examples of school functions are:

- Individual parent-teacher conferences as scheduled by the principal (versus regularly scheduled PT conferences);
- PTA meetings;
- CIC (Community Involvement Committee);
- Staff-developed community activities;
- Supervision of extracurricular activities of students; and
- Attendance at any educational or civic function.

Teachers shall be required to attend up to six (6) hours of general teachers' meetings per semester called by the principal. During those 12 hours, a total of 3 hours of PD will occur, all counting toward student instruction. In 2013-14 and 2014-15, there shall also be 5 mandatory half days of PD (a total of 15 hours all counting towards student instruction), as well as two full days of PD which are identified in the ratified calendars for these years. On optional PD days, defined as outside of the duty day, teachers are free to leave.

Events for which teachers are paid to attend are excluded. Teachers may express to their principal a preference for particular school functions. The principal shall give fair consideration to such expressed preferences along with other considerations including, but not limited to, staff balance based upon sex, crowd control, and nature of the school function and will accordingly assign teachers to particular functions.

When a teacher has been assigned an activity and finds the responsibility cannot be fulfilled, 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 other than as provided for above shall be at the option of the individual teacher.

Planning Time Stipend

LSEA members who are not assigned a planning period (as specified within Article 8 B2, C2, or D3, as applicable of the 2009-2011 LSEA agreement – marked with a triple asterisk below) due to the agreement for 2013-18 shall receive an off schedule stipend payment as follows, which shall be pro-rated for less than full-time members and over the number of student days (173):

2013-14 school year

\$5,000 annually

\$6,000 annually

\$6,500 annually

If audited fall enrollment for 2013-14 is 12,260 students or greater.

If the audited fall enrollment for 2013-14 is 100 students or more than the 2012-13 audited fall enrollment.

2014-15 school year

\$5,000 annually

\$6,000 annually

If the audited fall enrollment for 2014-15 is equal to 98.3% or higher than the audited fall enrollment for 2013-14.

\$6,500 annually

If audited fall enrollment for 2014-15 increases 100 students or more than the 2013-14 audited fall enrollment.

The District will explore ways to provide support to elementary classroom teachers, with respect to their instruction of art, music, physical education and media, at no charge back to the settlement, and will consult with the LSEA about the nature of the support.

B. Elementary Hours

Student Instruction Time:

See Appendix B for student instructional time.

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

1. Total required employment duty time shall be the student instruction time plus a combined 20 minutes before and after student instruction begins and ends, excluding the 40 minute duty free lunch. Beginning in 2008-2009, the duty time shall increase to 25 minutes. The distribution of this time shall be uniformly determined for all elementary buildings by the administration. Occasionally, teachers may be required to attend meetings at the request of the principal to begin up to 25 minutes before the first student instruction period.

2. Planning Time*** - Suspended 2013-2018

During those times that an elementary classroom teacher's students are being instructed by an elementary specialist, the elementary classroom teacher may utilize this time for instructional planning and preparation. Elementary specialists (art, music, physical education, media, etc.) shall be provided for 600 minutes of planning and preparation time for each full three week period for an average of 200 minutes per week. In 2008-2009, the amount of planning and preparation time shall increase to 675 minutes for each full three week period for an average of 225 per week. The District will make a good faith effort to try and ensure that a teacher will not have more than two (2) consecutive days without planning. During a partial student week, such as those that result from, but are not limited to, staff professional development, staff work days, conferences, state and nationally recognized holidays, and vacations (all without school for students), the 600 (or 675) minutes of planning and preparation will not be possible.

For other approved programs involving any elementary classroom teacher's students being instructed by specialists, again the elementary classroom teacher may use this time for planning and preparation unless the building's School Improvement Team has determined that the classroom teacher's presence is required for programs planned at the building level or Professional Council has determined that the classroom teacher's presence is required for programs planned at the district level.***

3. Teachers may choose to share recess duties thereby adding 15 minutes to their planning time per day.
4. 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.

C. **Middle School Hours**

In the middle school, the teacher's normal workday shall be divided into the following segments:

1. Teacher-pupil classroom instruction including any homeroom shall follow the present practice subject to current instructional minutes defined in Appendix B. The instructional day normally shall be divided into six periods. Teachers shall teach classes for five of these six periods.
2. Teacher planning of one period duration*** Suspended 2013-2018
3. Teacher lunch of 23 minutes duty-free
4. Teacher supervision and pupil conferences
5. Total required employment duty time shall be the student instruction time plus a combined 35 minutes before and after student instruction begins and ends, excluding the 23 minute duty free lunch. The distribution of this time shall be uniformly determined for all middle school buildings by the administration.

D. **Senior High Hours**

In senior high schools, the teacher's normal workday shall be divided into the following segments:

1. Vocational teacher assignments shall be six (6) hours of instruction including coordination and placement activities. Vocational teacher's lunch hours shall not be less than 30 minutes based upon scheduling constraints.
2. Teacher-pupil classroom instruction including any homeroom shall follow the present practice subject to the current instructional minutes defined in "C" above. The instructional day normally shall be divided into six periods. During 2013-2018, depending upon schedule availability, teachers shall teach classes for six of these six periods. In the event that six teaching periods are not assigned, the principal will determine who is assigned five periods, following consultation with the LSEA.
3. Teacher planning of one (1) period duration; group planning and evaluation sessions shall be scheduled as needed by staff.***Suspended 2013-2018
4. Teacher lunch of twenty-nine (29) to thirty (30) minutes duty-free. At the discretion of the administration, a teacher lunch of one duty free period, based on a six period day, may be scheduled for the 2006-2007 school year only.
5. Teacher supervision and pupil conferences
6. Total required employment duty time shall be the student instruction time plus a combined 35 minutes before and after student instruction begins and ends, excluding the 29 to 30 minute duty free lunch. The distribution of this time shall be uniformly determined for all high school buildings by the administration.

E. **Special Education Teaching Hours**

1. **Henry H. North Elementary School**

- a. Teaching hours at Henry H. North shall be the same for the total staff both in regular and special education. (See Article 8, B and Appendix B.)
- b. The Board shall provide up to two (2) days per week of substitute teaching, subject to availability, for the purpose of releasing special education teachers for staffing meetings with the Building Administrator or designee as scheduled by the Building Administrator or designee. The Board will attempt to provide consistency in substitute assignments.

2. **Beekman Center**

- a. Teacher-pupil contact time – see Article 8 (B) and Appendix B.
- b. Fifty-minute (50) block for planning, conferences, and staffing
- c. The Board shall provide up to two (2) days per week of substitute teaching, subject to availability, for the purpose of releasing special education teachers for staffing meetings with the Building Administrator or designee as scheduled by the Building Administrator or designee. The Board will attempt to provide consistency in substitute assignments.
- d. Teacher lunch - 30 minutes duty-free
- e. Fifteen (15) minutes supervision for arrival and departure of transported students.

3. **Programs for the Educable Cognitively Impaired, Emotionally Impaired, and Learning Impaired**

- a. Teacher-pupil contact time – see Article 8 (B), (C), (D) and Appendix B.
- b. Thirty-five (35) minutes planning at beginning of day; 30 minutes of which may be used as professional hours; however, group planning and evaluation sessions shall be scheduled as needed by staff.
- c. Teacher supervision

F. No secondary teachers shall have more than three (3) preparations a day; each modified, accelerated, and enriched class shall be considered a separate preparation. Exceptions may be made with the teacher's written approval. It is recognized that teachers who have low student enrollment in foreign languages may be required to teach four levels of the language without violating this Section. [See also Article 6, F.]

G. No employee shall be used as a substitute except in case of emergency, it being understood expressly that the failure of a substitute to arrive on time and the unavailability of an administrator shall be considered an emergency. Employees performing as a substitute shall be paid at the rate listed in Appendix A-3. [See also Article 5, O and Article 6, G.]

H. 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.

2. The Board and the Association recognize that teachers have responsibilities to pupils and the profession which require 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 upon by the principal and the teacher.

I. **Salaried Ancillary Staff Hours**

1. Salaried Ancillary Staff shall work hours parallel to the level (elementary or secondary) at which they are working.
2. In order to complete work involved with end of school year and school year start up activities at the secondary schools, all currently employed secondary school counselors shall be eligible and may work extended year hours as approved and scheduled by the school principal in consultation with interested counselors.

Up to 35 hours or the equivalent of five (5) seven (7) hour days for each high school counseling position may be authorized and worked by each high school counselor. Up to fourteen (14) hours or the equivalent of two (2) seven (7) hour days for each middle school counselor may be authorized and worked by each middle school counselor.

At the counselor's choice, hours worked shall be paid at the Appendix A-3 "summer school" rate of pay or be credited to the counselor as compensatory time to be used in the subsequent school year in increments not to exceed three (3) consecutive days. All such approved compensatory time will be reflected in each counselor's personal compensable leave bank, however, the scheduled use of any credited compensatory for this purpose shall be at the counselor's request without requiring approval by the principal provided the counselor's request is submitted five (5) work days in advance of any requested time off. Counselors may decline participation in the extended work year hours, herein, provided.

For any hours of extended year work that go uncovered because one or more counselors decline to participate in the added hours of work, other currently assigned counselors may volunteer to work additional uncovered hours. If hours of authorized work remain uncovered after all currently assigned counselors have volunteered to work additional uncovered hours, each school principal may seek the participation of other LSEA staff members to work the remaining uncovered hours.

3. School psychologists who volunteer to work extra hours authorized by the District that are beyond their normal work day on conducting and preparing psychological evaluations shall be paid the Appendix A-3 "summer school" hourly rate of pay. Extra hours worked shall be reported through the submission of time sheets.

Psychologists performing extra hours working to help the District to avoid a backlog of psychological evaluations shall attempt to complete each evaluation within a twelve (12) hour per case limit. If the twelve (12) hour limit is exceeded for any evaluation, the psychologist will be responsible to document the activities performed for that evaluation. It will be the option of the psychologist (with administrative approval) to eliminate non-essential evaluation activities in order not to exceed the twelve (12) hour limit. However, it will be the psychologist's decision if hours beyond the twelve (12) hour limit are required, i.e., no administrative approval will be required.

Psychologists performing extra hours shall meet all current expectations concerning their routine workload as school psychologists.

The Administration is responsible to assure that services of the psychologists are not replacing normally contracted activities and that all regular duties are being performed.

J. **Hourly Ancillary Staff Hours**

1. Hourly ancillary staff shall not work in excess of forty (40) hours per week and will be scheduled between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday unless otherwise noted on a position vacancy posting. The Board shall establish work schedules for employees.
2. Ancillary staff may be required to work a reasonable amount of overtime. When overtime is to be required, a reasonable amount of advance notice will be provided. Work required in excess of forty (40) hours per week shall be compensated at a rate of time and one-half the normal hourly rate of pay.
3. Hourly ancillary staff who are on a fifty-two (52) week calendar shall receive four (4) weeks of vacation per year. Hourly ancillary staff shall be entitled to additional vacation days based on consecutive years of service to the District in accordance with the following: 16-20 years = 22 vacation days, 21 or more years = 25 vacation days.

4. **Holidays**

- a. The following days shall be recognized and observed as paid holidays for all hourly ancillary staff who work the day preceding and the day following the holiday:

New Year's Day	Thanksgiving Day
Good Friday	The day after Thanksgiving
Memorial Day	The day before Christmas
Fourth of July	Christmas Day
Labor Day	The day before New Year's Day

- b. Hourly ancillary staff will be expected to work the day preceding and the day following a holiday to be eligible for holiday pay. To be eligible for holiday pay on New Year's Day, Good Friday, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, and the day before New Year's Day, ancillary staff must work their last scheduled workday preceding and the scheduled workday following the holiday. Holidays occurring during a vacation period shall not be charged against vacation allowance.
- c. Teachers scheduled to work in the summer on at least the day preceding July 4 and the first workday following July 4 shall be provided the opportunity to work their regularly scheduled daily hours (the equivalent number of daily hours for July 4) pursuant to another schedule arranged by the teacher's supervisor or, in individual cases, an alternative schedule approved by the teacher's supervisor.
- d. When any of the above holidays fall on a Saturday, the Friday preceding shall be recognized as a paid holiday. When any of the above holidays fall on a Sunday, the Monday following shall be recognized as a paid holiday.
- e. If an hourly ancillary staff is required to work on a holiday, the individual shall be paid at the overtime rate for hours worked per Section J. 2 above.

ARTICLE 9

Protection of Employees

- A. While the Building Administrator bears the primary responsibility for maintaining proper control and discipline within the school building and grounds, each teacher bears the primary responsibility for maintaining proper control and discipline within the classroom. Teachers also share responsibility for the maintenance of proper control and discipline in other areas of the school building and grounds. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Disciplinary actions and methods shall be reasonable, just, and in accordance with policies and procedures of the District (Policy #5114 and its subsections) and building discipline codes.
- B. The principal or assistant and the teacher will cooperatively endeavor to achieve correction of pupil behavior through whatever avenues are available in accordance with established Board policies and discipline codes.
1. 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 pupil in the classroom intolerable. In such cases, the teacher will furnish the administration full particulars of the incident(s) as promptly as teaching obligations will allow, but in no case later than the end of the teacher day unless extenuating circumstances dictate otherwise. Before the principal or assistant returns the pupil to the classroom, he/she shall inform the teacher, with a personal contact or in writing, of the corrective measures taken.
 2. Whenever it appears to the teacher and principal that a particular pupil requires the attention of counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take immediate steps to provide such supportive help for the teacher.
 3. A pupil may be permanently removed from the class when the teacher and principal concur that disruptions by said pupil may impede the education of the balance of the class and the following courses of action have proved to be ineffective:
 - a. personal consultation with the pupil concerning his/her conduct;
 - b. parental conferences or notification of the conduct concerned; and
 - c. referral of the pupil to the Building Administrator.

If a request to remove a pupil is denied, the teacher shall have a right to pursue the appeal process set forth in the Board's Student Discipline Code. The removal of the pupil is subject to the policies and procedures of the District and building discipline codes.
 4. The Board agrees to indemnify and hold harmless any employee to the extent they are held responsible for any pecuniary liability in excess of \$150,000 for any claim for damages to persons or property that arise out of an incident related to 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.
 5. Any case of employment-related assault and battery upon an employee shall be

immediately reported to the immediate supervisor. Upon written request, the Board shall provide legal counsel to advise the employee of any rights and obligations in connection with handling of the incident by law enforcement and judicial authorities, provided that the employee is warned that no attorney/client relationship is established between the employee and the Board's legal counsel to the exclusion of the Board of Education. Instead of consulting the Board's attorney, the employee shall have the right to consult with the Association or independent legal counsel at the employee's expense. Such consultations shall be provided with up to one-half (1/2) day of leave not chargeable to the employee.

An employee alleging to be assaulted by a student will be afforded the opportunity to present his/her case in person to the District's Consultation Expulsion Team. The employee may choose, at their discretion, to be accompanied by their LSEA advocate. If the title "District's Consultation Expulsion Team" should be changed in the future, the current language remains the same.

6. Any employee who is absent because of an injury suffered from a physical assault as a result of employment-related activity shall receive from the Board the difference between the employee's weekly income and the amounts to which the teacher is entitled under provisions of Worker's Compensation laws for a period up to thirty (30) work weeks. Beyond thirty (30) work weeks, such payments would be charged against compensable leave on a pro-rated basis computed on the relationship of the differential pay to the employees' regular weekly pay until the compensable leave is exhausted.
 7. The Board will repair or reimburse employee's the current value (up to a maximum of \$500 per incident) of any clothing or other personal property damaged or destroyed as the result of an accident, act of vandalism, or assault and/or battery upon them suffered in the course of their 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.)
 8. Time lost by an employee, other than for disability, where the employee is found in a court of competent jurisdiction not to be the responsible party, shall not be charged against the employee.
- C.
1. No complaint by any parent, pupil, or other person not employed by the Lansing School District shall become part of a employee's personnel file without such complaint first being reviewed at a hearing in which the participants shall include the involved employee, an LSEA representative, the employee's immediate supervisor, and the Chief Administrator for Personnel Matters and/or designee. The complaining party may be present if the party desires.
 2. After such review, only those complaints determined to be valid by the Board may be included in the employee's personnel file. However, the determination of validity shall be subject to the grievance procedure. A transcript of the entire hearing may be taken at the election and expense of the employee and made part of the file at the employee's election. Employees shall have the right to enter personal statements relative to the complaint in their personnel files.
- D. Employees shall not be required to enter a locker room or a restroom designated for use by the opposite sex except in cases of disturbances or an emergency.

- E. A student who is suspended for physically assaulting an employee or possessing a lethal weapon on School District property will not be returned to any classroom or program without prior notification to the employee(s) affected.

An employee alleging to be assaulted by a student will be afforded the opportunity to present his/her case in person to the District's Consultation Expulsion Team. The employee may choose, at their discretion, to be accompanied by their LSEA advocate. If the title "District's Consultation Expulsion Team" should be changed in the future, the current language remains the same.

- F. All teachers shall have the exclusive right and responsibility to assign student grades in accordance with Board Policies 5124 and 5124.1 and Administrative Regulations 5124 and 5124.1. Any changes in grades by anyone other than the assigning teacher shall be done in accordance with Administrative Regulation 5124.1.

The following is the Board's policy on grade changes. There shall be no modification of Board policy during the life of this contract without the consent of the Professional Council.

Neither the Board of Education nor any Lansing School District employee shall have authority to change a student's assigned grade unless one of the following occurs.

1. The teacher who gave the grade is informed of one or more reasons why the grade should be changed and then concurs with that recommendation.
2. If the teacher objects to altering the grade, the parent of the student or the student if 18 years of age must file a written request with the Director of Board/Information Services for a hearing before a review panel. Such a request must be filed no later than ten (10) school days after the teacher has issued a written response. The Director of Board/Information Services shall schedule that hearing within fifteen (15) school days after receipt of the request and notify the parties as to the time and date of the meeting. Hearings before the review panel shall be conducted in closed session to protect the student's right to non-disclosure of educational records without the consent of the parent or the student if 18 years of age.

The review panel shall be composed of three (3) teachers designated by the Lansing Schools Education Association (LSEA), one (1) member of the Board of Education appointed by the President, and the Superintendent of schools or an appropriate designee. The three (3) teacher representatives shall not be from the same school as the student involved in the case.

The recommended grade change shall be implemented if a majority of the review panel members so agree unless the teacher involved appeals that decision to the Board of Education.

3. If the teacher objects to making the recommended grade change, he or she must file a written statement with the Director of Board/Information Services within five (5) school days after having received the review panel's written decision to request a hearing before the Board of Education. The Director of Board/Information Services shall schedule that hearing within fifteen (15) school days after receipt of the request and notify the parties as to the time and date of the meeting.

The parent of a student involved in such an appeal to the Board of Education, or the student if 18 years of age, shall have the right to request that the hearing before the Board be conducted in closed session to protect the student's right to non-disclosure of educational records without the consent of the parent or the student if 18 years of age.

Upon hearing such an appeal, the Board of Education shall be presented with the rationale for the grade change. A decision by a majority of Board members elected and serving shall be final.

At any step in the above appeals process, the parent of the student involved in the case, or the student if 18 years of age, shall be notified of any grade change which may be made pursuant to this regulation.

Any School District employee who violates the grade changing procedures outlined in this regulation shall be subject to disciplinary action by the Board of Education.

- G. Elementary teachers have the responsibility to make the initial determination as to whether or not a student shall advance to the next grade. The principal may overrule that decision. However, the student's CA60 shall carry a copy of the student retention form. The principal will inform the teacher of this action at the earliest practical time and provide a completed copy of the retention form.

ARTICLE 10

Ancillary Staff Evaluations

A. **Evaluation Procedures For All Ancillary Staff**

It shall be the administration's responsibility to evaluate the bargaining unit ancillary staff member's performance.

All monitoring or observation of the work shall be conducted openly and with full knowledge of the ancillary staff.

If the Board fails to follow any procedure in this Agreement or those procedures and guidelines specified in the "Revised Framework for Ancillary Staff" with respect to evaluation, bargaining unit ancillary staff members shall have recourse through the grievance procedure. The content of any evaluation is not subject to the grievance procedure.

Counselors, social workers, psychologists, speech and language therapists, and special education program specialists who are ancillary staff will be evaluated in accordance with the "Revised Framework for Student Service Professionals." This paragraph is not applicable to staff with teaching certificates whose terms and conditions of employment are subject to the MTTA.

B. **Probationary Ancillary Staff Evaluation**

1. Probationary ancillary staff shall be evaluated once each year. The procedures and forms are set forth in the "Revised Framework for Ancillary Staff." The pre-evaluation conference will be completed within twenty-five (25) school days from date of hire and a pre-evaluation conference form completed. The probationary ancillary staff member will complete an Initial Self Assessment prior to the pre-evaluation conference. The pre-evaluation conference shall include a review of the Self Assessment, providing a source of information to initiate dialogue between the administrator and ancillary staff on potential areas of focus for the Individualized Development Plan. An individual development plan will be formulated by the administrator and the individual ancillary staff. The year-end observation shall be completed by March 15 for those whose date of hire is the first day of the school year. The written evaluation and conference shall be held within five days of the final observation. It shall include at least an assessment of the progress in meeting the goals of his or her individual development plan. For ancillary staff hired other than on the first day of the school year or in case of excessive absences or leaves of absence, these dates shall be adjusted accordingly. Notice of such adjustment shall be sent to the administrator and ancillary staff at the same time.
2. Written summaries of each observation will be provided to the ancillary staff within five (5) working days of the formal observation. A conference regarding the observation may be held at the request of either the ancillary staff or the principal. All forms are contained within the "Revised Framework for Student Service Professionals " document.

C. **Procedures - Specific Professional Development**

All procedures and forms are put forth in the "Revised Framework for Ancillary Staff."

1. **Informal Process – Improvement Plan (Track III of Framework)**

When an administrator has knowledge of a matter(s) and determines that such matter(s) adversely reflects on the bargaining unit ancillary staff member performance so as to

warrant an improvement plan, s/he shall bring same to the bargaining unit ancillary staff member's attention. In so doing, the administrator will either place the member on an informal or formal improvement plan. Bargaining unit ancillary staff members placed on an informal improvement plan may request to be put on a formal plan.

- a. In the event the bargaining unit ancillary staff member is placed on the informal improvement plan, any one of the following may occur:
 - 1) The goal(s) may be achieved in which case the bargaining unit member will be returned to the three (3) year rotation cycle for evaluation.
 - 2) There may be progress toward the goal(s) but if same is insufficient, the bargaining unit member may be continued on the improvement plan and informally evaluated in the following school year; or
 - 3) There may be insufficient or no progress toward the goal(s) in which case same shall warrant an Individualized Development Plan (IDP), which is contained in the evaluation document. An IDP shall require a formal evaluation pursuant to this Article.

2. **Track IV – Formal (Track IV of Framework)**

- a. General guidelines and forms regarding the Improvement Plan and the Individualized Development Plan (IDP) are set forth in Track III of the "Revised Framework for Ancillary Staff."
- b. The Administration may use an outside specialist as an advisor or observer provided there is good cause. In all such cases, the Association and the ancillary staff member shall be notified together with the reasons therefore in writing.
- c. In the case of a less than effective performance based upon written observations of an ancillary staff member, the following procedure shall be implemented. At each step the ancillary staff member may be accompanied by an Association Representative or building representative selected by that ancillary staff, or the administrator may request the presence of an Association Representative or building representative through the Association. Requests for the presence of Association or building representatives shall be complied with by the Association immediately or as soon as administratively possible but shall not exceed two working days. Such requests shall not unduly delay the evaluation process.
- d. **Step 1.** Informal discussion. The administrator and ancillary staff member shall informally discuss perceived problems. The informal discussion period shall be conducted within 20 school days of perceiving the problem.
- e. **Step 2.** Identification of areas needing improvement. In the event that Step One does not result in a satisfactory resolution, the evaluator shall provide a written identification of the problem and expectations for improvement in performance based on observations, and/or other identified problem areas with colleagues, students, or parents. This written statement shall be discussed with the ancillary staff member within 10 school days of the discussion in Step 1 above.
- f. **Step 3.** Preparation of an Individualized Development Plan. The evaluator and ancillary staff will develop a written plan that will assist the ancillary staff in improving the identified problem areas. This plan will be developed within ten (10) school days after the discussion described in Step 2. The individualized

development plan must include a plan for the school administrator to conduct performance evaluations based upon at least two (2) classroom observations at least sixty (60) school days apart.

- g. **Step 4.** Implementation of an Individualized Development Plan. The evaluator will assist the ancillary staff in implementing the Individualized Development Plan. The Association Representative may also assist with this implementation. The following are some suggested methods to assist in improvement.
 - 1) Workshops, agreeable to both parties, that would provide assistance in identified problem area.
 - 2) Observations of other ancillary staff within or outside the District as agreed by both parties.
 - 3) Discussions with colleague(s) or resource persons regarding the ancillary staff member's identified problem areas and the plan for improvement.
 - 4) Communication between the ancillary's staff member and administrator concerning new programs, research, and ideas that relate to identified problem areas
 - 5) Development of goals relating to problem areas.
 - 6) Enrollment in appropriate college courses.
 - 7) Utilization of contractual inservice time.
 - 8) Use of a questionnaire to determine student perception. In the event it is agreed by both parties to use a questionnaire, the questionnaire and the material results of same after being shared with the administration and shall be retained solely and exclusively by the bargaining unit member.
- h. **Step 5.** Monitoring progress and providing feedback. The evaluator and ancillary staff shall meet monthly or more frequently to discuss the ancillary staff's progress. The evaluator shall provide a written summary of these meetings within five (5) school days of each meeting. This summary shall be signed by both parties and the ancillary staff may attach a written statement.
- i. At least two (2) formal observations will be completed. Two of these observations must be at least 60 school days apart. A written summary of each classroom observation will be provided to the teacher within three (3) school days of the formal observation. A conference regarding the observation may be held at the request of either the ancillary staff or the administrator.
- j. The final report shall be submitted to the Superintendent or his/her designee no later than March 30th or six (6) months after Step 1 of this process has been implemented. The written individualized development plan and the monthly reports shall be attached to the final report. If the report contains any information not previously made known to and discussed with the probationary ancillary staff, the ancillary staff shall have an opportunity to submit additional information to the Superintendent. In the event a ancillary staff is not continued in employment, the Board will advise the ancillary staff of the reasons therefore in writing, with a copy to the Association.

D. **Hourly ANCILLARY STAFF**

Ancillary staff in hourly positions shall be evaluated within twelve (12) months of starting in an hourly position. Thereafter, evaluations shall be completed at least once every three (3) years. Hourly ancillary staff will be evaluated by the applicable administrator, using the Revised Framework for Ancillary Staff.

ARTICLE 11

Professional Conduct and Disciplinary Procedures

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement governing the professional conduct of employees. A current copy of these rules and regulations shall be available in each building.
- 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 procedures. 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 employee.
- C. Before any meeting is called from which disciplinary action may result, the employee shall be notified and shall be entitled to have present an Association Representative(s). If an Association Representative is requested to be present, no longer than two (2) days may lapse before such meeting is held.
- D. The administration may convene counseling meetings with employees concerning work issues. Informal counseling meetings may be held between the administrator and the employee to discuss issues of concern. At the discretion of the administrator, Association representation at informal counseling sessions may be allowed. Informal counseling meetings shall not be documented except for the purpose of personal notes that are for the authoring administrator's reference only. Formal counseling meetings held between the administrator and the employee will be documented in writing by the administrator with a copy provided to the employee only. Such documentation may include a reference that future consequences were discussed; however, it shall not be placed in the employee's personnel file but shall be maintained by the authoring administrator. Employee requests for Association representation at formal counseling meetings shall be honored. If an Association Representative is requested to be present, no longer than two (2) days may lapse before such meeting is held. Counseling shall not be considered disciplinary and shall not be subject to the grievance procedure.
- E. No ancillary staff member shall be disciplined without just cause. Disciplinary action shall be defined as any written warning, reprimand, suspension, or discharge.
- F. The Board may place an employee on a non-disciplinary administrative leave with pay pending an investigation of a complaint of a serious nature.
 - 1. Such leave shall not exceed ten (10) days without a meeting being held with the Association to discuss the reason for exceeding ten (10) days unless the Association consents to extending this time without a meeting.
 - 2. In consultation with the Association, the Board may reassign the employee to the LSEA Office or a different district location during the investigation.
 - 3. The LSEA President or UniServ Director shall be contacted before placing an employee on administrative leave.

- G. Whenever disciplinary action is reduced to writing, the administrator may file a copy in the ancillary staff's personnel file. The ancillary staff shall acknowledge receipt of his/her copy by signing the file copy.
- H. After a period of five years from the date of occurrence, if there has been no recurrence of conduct similar to that which caused the discipline, an ancillary staff member may have the original discipline notice removed from the personnel file.
- I. Non-renewal of a non-tenure track ancillary staff during the first four years of employment shall not be subject to the grievance procedure, nor shall such action be considered discipline. Discharge of a non-tenure track ancillary staff during the first four years of employment may be subject to the grievance procedure.

ARTICLE 12

Layoff and Recall – Ancillary Staff Only

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- A. Except as to administrators as set forth below, seniority is defined as the length of continuous employment within the bargaining unit and shall be measured from the first working day of such employment.

For administrators currently employed by the School District, seniority is defined as the length of continuous employment with the School District whether or not such employment has been within the bargaining unit, plus only such employment beyond September 8, 1981 as is within the bargaining unit. Any teacher who leaves the bargaining unit to become an administrator in the district shall be able to return to the unit within two (2) calendar years with the full rights he/she had before leaving the bargaining unit.

No later than thirty (30) days following the ratification of this Agreement and by every September 30 thereafter, the Board shall prepare a seniority list. All employees shall be ranked on the list in the order of their first day of work in the bargaining unit. In the event more than one employee has the same first working day, their relative seniority shall be determined through a drawing. The Association and all employees so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and representatives of the Association to be present. An employee shall lose seniority upon resignation, retirement, discharge, or layoff for a period of two (2) years.

- B. 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.
- C. In the event it becomes necessary to reduce the number of ancillary staff through layoff from employment or to reduce the number of ancillary staff in a given subject area, field, or program or to eliminate or consolidate positions, the following procedures shall be followed.
1. The Board shall determine the hourly and/or salaried ancillary staff positions to be eliminated and shall notify the LSEA.
 2. The Board shall identify the least senior hourly and/or salaried ancillary staff equal in number to the hourly and/or salaried positions to be eliminated (hereinafter referred to as "least senior ancillary staff").
 3. The least senior ancillary staff in the positions to be eliminated who are also in the group of least senior ancillary staff shall be laid off.
 4. The least senior ancillary staff in the positions to be eliminated who are not in the group of least senior ancillary staff shall be placed by descending order of seniority in a position previously held by one of those ancillary staff in the least senior group provided the is certificated and qualified (see Article 6.A.) for the position or, if the position is a non-certificated position, qualified.
 5. Following the implementation of #3 and #4 above, the Board shall affect involuntary transfers so as to insure the retention of the most senior ancillary staff except where the involuntary transfer may remove a person from a position assigned to effectuate a reasonable accommodation provided by law.

6. Following the implementation of #3, #4, and #5 above, ancillary staff for whom there is no assignment available shall be laid off.
 7. In the event there are unfilled positions after implementing #6 above, said positions shall be filled with the least senior ancillary staff identified for layoff in #2 above. Said ancillary staff shall be placed by descending order of their seniority in the unfilled position for which they are certified and qualified (see Article 6.A.) or, if a non-certificated position, qualified.
 8. In the event there are unfilled positions after implementing #7 above, they shall be filled with the following persons in descending order of their seniority where applicable:
 - a. Non-probationary hourly ancillary staff on layoff who are qualified (see Article 6.A.) for the position or, if a non-certificated position, qualified;
 - b. Probationary ancillary staff on layoff who are qualified (see Article 6.A.) for the position or, if a non-certificated position, qualified; or
 - c. New hires.
 9. In determining the order of layoff, the following factors shall take precedence over seniority.
 - a. Non probationary ancillary staff shall be laid off only after all probationary ancillary staff have been laid off, provided that for positions requiring special qualifications an exception may be made.
 - b. Ancillary staff having received disciplinary action from failure to satisfactorily complete a required improvement plan within the time specified by the plan shall be laid off before any other ancillary staff.
 - c. Recognizing the desirability of recruiting and maintaining an ethnically and culturally diverse staff, thereby, enhancing the educational environment for students through exposure to and interactions with staff of diverse backgrounds, and the adverse impact of diminishing the ethnically and culturally diverse staff that has been attained through the mutual efforts of the LSEA and District, the parties do hereby agree to review legally appropriate actions that may be jointly planned and implemented during times of layoff that advance the retention of a workforce that by race and ethnicity more closely approximates the racial and ethnic balance of the Lansing community's workforce.
 10. An ancillary staff member may not bump from a salaried to an hourly position or vice versa. An ancillary staff member laid off from a salaried position may voluntarily transfer into a vacant hourly position for which he/she is qualified provided there are no qualified hourly employees on layoff status eligible for recall into the vacancy. An ancillary staff member laid off from an hourly position may voluntarily transfer into a vacant salaried position for which he/she is qualified provided there are no qualified salaried employees on layoff status eligible for recall into the vacancy.
- D. The Board shall endeavor to give forty-five (45) calendar days' notice of layoff to the individual ancillary staff involved, and in any event, thirty (30) calendar days' notice shall be given in all cases.
 - E. The Board shall place the laid off ancillary staff on a preferred substitute list at the ancillary staff's request providing the ancillary staff meets all legal requirements to be a

substitute ancillary staff.

- F. The Board shall give written notice of recall from layoff by sending a certified letter to said ancillary staff at the last known address. It shall be the responsibility of each ancillary staff to notify the Board of any change in address. The ancillary staff'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 ancillary staff. If ancillary staff fail to report to work within ten (10) calendar days from the date of sending of the recall, unless an extension is granted in writing by the Board, said ancillary staff may be considered as a voluntary quit and shall thereby terminate the individual's employment contract and any other employment relationship with the Board.
- G. No new ancillary staff shall be employed by the Board while there are ancillary staff of the District who are laid off unless there are no laid off ancillary staff with proper qualifications to fill any vacancy which may arise.
- H. It is further agreed that layoffs pursuant to this Article shall automatically terminate the individual employment contracts of all laid off ancillary staff and shall suspend, for the duration of the layoff, the Board's obligation to pay salary or fringe benefits (for exception see Article 18 Section E 1 D) and any laid off ancillary staff's individual or supplemental employment contract, as well as all benefits under this collective bargaining agreement. Changes in ancillary staff's qualifications while on layoff shall not be utilized to affect a return from layoff, the result of which is to replace a junior employed ancillary staff except during periods between school years. When layoffs are determined during periods between school years, updated qualifications of all ancillary staff (including ancillary staff then already on layoff) shall be used to determine which ancillary staff shall be on layoff the following school year. It is understood that the use of newly acquired qualifications of ancillary staff already on layoff may then result in the recall of such ancillary staff and the layoff or reassignment of other junior, but similarly qualified ancillary staff. It is the responsibility of a laid off ancillary staff to provide the Board with updated qualifications by July 1.
- I. Any ancillary staff on layoff shall be recalled in inverse order of layoff provided the ancillary staff qualified (see Article 6.A.) or if the position is non-certified, qualified.
- J. In the event an ancillary staff member entitled to recall is unable to assume his/her duties due to disability caused by illness or injury, the ancillary staff member shall be placed upon applicable leave of absence, including but not limited to compensable leave, if any.
- K. Provided that the medical insurance carrier will so allow, employees on layoff will be able to continue, at their expense, medical benefits for a period of up to one (1) year.
- L. During a period of impending layoffs, the Board agrees to consider all requests for voluntary leaves of absence to employees who make such requests.
- M. Employees who are recalled for work shall receive hospitalization coverage as soon as the carrier can arrange coverage but no later than the first day of the month following their notice of recall provided they have filed the necessary forms.

ARTICLE 13

Leaves of Absence

A. Leave of Absence for Reasons of Health

Any employee whose personal illness extends beyond the period compensable under Article 14, 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. An employee anticipating extended illness may be granted such leave prior to the expiration of the accumulated compensable leave days and upon returning from sick leave will have the unused portion of the accumulated compensable leave reinstated. See Section (K) (1) of this Article concerning return from a health leave.

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

B. Parental Leave

A parental leave of absence without pay shall be granted upon request to employees who become parents of newborn children. Such leave must be requested, in writing, prior to the six weeks' post-natal examination, but not less than thirty (30) days prior to the date such leave is to become effective. Such leave shall, if applicable, be granted until the end of the school year unless the employee requests to return at the end of the first semester. Upon request of the employee, the leave shall be extended for one additional school year. See Section (K) of this Article concerning return from a parental leave.

C. Maternity Leave

1. If the employee desires a maternity leave of absence, she must file a written request with the Personnel Office at least thirty (30) days prior to the anticipated date of such leave.
2. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period (usually six [6] weeks after termination of the pregnancy).
3. After the termination of pregnancy, the employee shall be permitted to return from sick leave at any time. However, unless parental leave has been granted, such return shall be no later than following the post-natal examination period (usually six [6] weeks after termination of pregnancy). Upon returning from leave of absence, the employee 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 employee examined by the Board's physician prior to the employee's return to work.
4. Section (K) of this Article shall not apply to maternity leaves.

D. Adoptive Leave

Any employee may apply for an adoptive leave without pay. When first notified of

acceptance as an adoptive parent by the adoptive agency, the employee desiring leave shall apply to the Personnel Office for an adoptive leave which shall commence when the employee assumes custody of the child and shall continue for the duration of a semester or school year. Requests from employees desiring to return from an adoptive leave prior to the end of the requested leave shall be considered by the Personnel Office. Upon request of the employee, the leave shall be extended for one additional school year. See Section (K) of this Article concerning return from an adoptive leave.

E. Public Office Leave

1. A employee who has been on the staff of the Lansing School District for a minimum of three (3) years and has a record of satisfactory service shall be entitled to a leave of absence without pay to campaign for or serve in public office.
2. Such leave shall be granted in segments of one semester or more by the Board upon recommendation of the Superintendent.
3. Employees 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.
4. See Section (K) of this Article concerning return from a public office leave.

F. Sabbatical Leave

1. Qualifications

- a. The applicant must be a full-time, contractual professional employee who is on the BA+ or higher salary schedule.
- b. The applicant must have been employed in the Lansing School District for at least seven (7) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence without pay granted by the Board for professional improvement, restoration of health, parental, adoptive, or maternity leave shall not be deemed a break in continuity of service required by this Section.
- c. The applicant 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.
- d. 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 two (2) years, unless causes beyond the applicant's 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 applicants shall be reviewed for recommendation to the Superintendent by a committee consisting of six (6) members, three (3) appointed by the Superintendent and three (3) 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 (7) years preceding the application.
- f. Requests for sabbatical leaves will be considered only for a full semester or a full school year.

2. **Application**

- a. Application for a sabbatical leave shall be filed with the Associate Superintendent for Personnel by the end of the first semester for a leave beginning the following September. For a leave beginning in February, the application shall be filed by the end of the preceding June. Applications submitted after the specified time limits may be considered at the discretion of the Board.
- 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 shall include details for either study in an approved college or university or a research problem or project to be pursued independently by the applicant, provided such problem or project is related to the applicant's professional obligation.
- c. Sabbatical leaves granted shall not exceed one percent (1%) of the total certified staff in that current year.
- d. A sabbatical leave shall not exceed two (2) semesters (state law).
- e. An employee will be notified within sixty (60) days after the deadline date for submission of the application as to the results of the request.

3. **Salary Protection**

- a. An employee on sabbatical leave will be paid one-half (1/2) of his/her scheduled salary.
- b. An employee granted such leave shall advance on the salary schedule the same number of steps the employee would have advanced had the employee been on the Lansing School District staff.
- c. An employee on sabbatical leave shall be entitled to full fringe benefits including health, dental, life, and vision insurance.

4. **Status While on Sabbatical Leave**

- a. An employee 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. The employee shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board.
- c. The employee shall be responsible for notifying the Lansing School District Payroll Office as to the place to which the checks should be addressed during the period of sabbatical leave.

5. **Return from Sabbatical Leave**

- a. See Section (K) of this Article concerning return from a sabbatical leave.

G. **Education Leave**

1. **Leave of Absence for Study**

- a. An employee who has been on the staff of the Lansing School District for a minimum of three (3) years and has a record of satisfactory service shall be eligible for a study leave for a period of up to one year.
- b. Applications shall be filed with the Chief Administrator for Personnel Matters and/or designee by the end of the first semester for leave beginning the following August. For a leave beginning in January, the application shall be filed by the end of the preceding June. Leaves must be for semester durations. Applications submitted after the specified time limits may be considered at the discretion of the Board.
- c. An employee 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 an equivalent agency which may include credit hours for conducting and/or compiling research toward an advanced degree course or for retraining.
- 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 13, Section F, paragraph 1, part e.
- e. An employee being granted a leave of absence for study shall advance on the salary schedule as the employee would have advanced had the employee 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 an exchange teaching assignment for a period not to exceed one (1) year in another state of the United States, another country, or a territory of either following five (5) years of satisfactory service in the Lansing School District, provided said teacher states an intent to return to the Lansing School District for a minimum of one (1) year.
- b. Exchange leaves with pay may be granted by the Board upon recommendation of the Superintendent following receipt of the recommendation of the committee provided for in Article 13, Section F, paragraph 1, part e.
- c. A teacher being granted an exchange teaching leave of absence shall advance on the salary schedule as the teacher would have advanced had the teacher been employed in the Lansing School District.
- d. Requests for a leave of absence for an exchange teaching assignment shall be made by the end of the first semester for a leave beginning the following September.

3. Teaching for the United States Government, Peace Corps, or Other Special Programs

- a. An employee 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 two (2) years to teach in an assignment abroad in schools maintained by the United States, provided said employee states an intent to return to the Lansing School District for a minimum period of one (1) year.
- b. Such leave granted shall be leave without pay and may be granted by the Board upon recommendation of the Superintendent following receipt of the

recommendation of the committee provided for in Article 13, Section F, paragraph 1, part e.

- c. An employee granted such leave shall advance on the salary schedule as the teacher would have advanced had the teacher been employed in the Lansing School District.
- d. Requests for a leave of absence for such an assignment shall be made by the end of the first semester for a leave beginning the following September.

4. **Return From Educational Leave**

- a. See Section (K) of this Article concerning return from an educational leave.

H. **Military Leaves of Absence**

Military leaves of absence shall be granted to any employee who shall be called into active military service for the United States. Employees on military leave shall be given the benefits of any increments, up to a maximum of four (4) years, which would have been credited to them had they remained in active service with the school system, and all accumulated sick leave days acquired prior to entry into the military service will be reinstated. See Section (K) of this Article concerning return from a military leave.

I. **Military Reservists Called to Active Duty**

The District shall maintain the reservists' insurance protection under Article 18, Section E, of this Agreement for six (6) months from the date of being called up.

The District shall continue to pay the salary of the affected reservists for six (6) months from the date of being called up. It is understood that the employee will reimburse the District for salaries earned during the normal school work period in the same fashion as jury pay reimbursement. Military pay earned during non-school days shall not be used to factor this reimbursement but only those school work days.

J. **Extraordinary Leave**

A leave of absence for extraordinary circumstances without pay or fringe benefits may be granted in the sole discretion of the District to any employee. Duration of the leave shall be for one (1) year unless otherwise provided. Requests for such leaves must be submitted in writing to the Superintendent or designee for approval at least one (1) month prior to the effective date of the requested leave.

If an extension of such leave is desired, a written request containing the rationale for such request must be presented to the Superintendent or designee for consideration three (3) months prior to the expiration of such leave.

Denial of such leave requests and extension requests shall not be subject to the grievance procedure beyond Step III.

See Section (K) of this Article concerning return from an extraordinary leave.

K. **Rights Upon Return from Leave of Absence**

- 1. Upon return from a leave of absence, ancillary staff shall be returned to their former position provided one (1) year or less has elapsed since the beginning of the leave. A teacher shall be returned to a position for which s/he is certified and qualified. If more than one year has elapsed since the beginning of the leave, the ancillary staff shall be restored to the same position held prior to the leave, if available. If the same position is

not available, the ancillary staff shall be returned to a comparable position.

2. Employees on leave of absence (excluding leaves under Section A and Section L), shall be contacted by certified letter sixty (60) days prior to the expiration of their leave to apprise them of their obligations regarding their return to work. Failure to respond within thirty (30) days prior to the expiration of their leave shall be considered as a voluntary quit.
3. If a leave of absence exceeds sixty (60) school days in any single school year, the employee shall be returned to a comparable position for the balance of that school year to ensure continuity of instruction.
4. If the date of return from a leave of absence falls within the last thirty (30) school days of the school year, the District may return the employee to a comparable position for the balance of that school year to ensure continuity of instruction.

L. Leaves for Other Purposes

1. Employees who receive a jury duty interview and appearance notice must notify the Personnel Office within two (2) school days of such notice. Employees 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. To be eligible for the jury duty pay differential, the employee must furnish the employer with a written statement from the appropriate public official listing the amount and the dates the employee received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.
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 employee'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 or in cases where the employee is party to a suit against the District.
3. When attending any civic function when so directed by the administration, such leave will be with pay and not charged against the employee's accumulated leave.
4. Release from regular duty with full pay may be granted, upon request, for approved visitations to other schools which need not be in the Lansing School District.
5. Substitutes shall be provided for employees released for the purposes of this section.

M. Absence of Financial Liability

The Lansing School District will assume no financial liability for any person who may be granted retirement credit on any leave for "sabbatical intent" on which the Lansing Board of Education may take action.

N. Continuation of Benefits

Provided that the medical insurance carrier will so allow, employees on leave of absence will be able to continue, at their expense, medical benefits for a period of up to one year.

O. Family and Medical Leave Act of 1993

1. It is understood that the Family and Medical Leave Act of 1993 does not abrogate the

rights of the parties under this collective bargaining agreement. Where additional benefits are extended by the Act to employees, those additional benefits will be honored by the District. Where certain employer rights are also granted in connection with those additional benefits, the District shall be free to exercise those rights.

2. Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave which is otherwise available under the provisions of this agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of the eligible employee to the extent permitted by the law and its implementing regulations.
3. Upon receiving notice of a request for leave of absence either under the collective bargaining agreement or under F.M.L.A., the District shall notify the employee when granting the requested leave in accordance with federal regulations that the use of the leave time will serve to satisfy the F.M.L.A. required leave time.
4. Rights of employees under F.M.L.A., as well as certification of the health care provider and a definition of a "serious health condition" are contained in Appendix F.

ARTICLE 14

Compensable Leave

Attendance is a very important part of the employee job performance at the Lansing School District. Regular attendance and punctuality are critical elements in our efforts to attain high levels of productivity, student achievement, adequate yearly progress (AYP), continuity of instruction, and reduction of substitute costs.

When employees are absent from work they are required to report their absence on the substitute reporting system utilized by the district (even if a substitute is not being requested/required). Employees are expected to notify the district of their absence no less than two hours prior to the start of the school day (under normal circumstances). When an absence is not reported on the substitute reporting system within two hours after the start of the members work day, it may be considered a violation of this policy dependent upon the reason(s) for untimely submission.

Those found in violation of this attendance policy may be subject to disciplinary action.

- A. Compensable leave of ten (10) days for the school year shall be credited to the compensable leave account of each employee. This benefit will be prorated for employees hired after the beginning of the school year. Each employee shall be entitled to unlimited accumulation of the unused portion of each year's compensable leave which shall be available in future years. In addition, employees shall have available three (3) leave days per year under the provisions in Section C. Any unused portion of the leave days shall become additional compensable leave. Compensable leave shall be used in one-half day increments.
- B. Members who have been absent five (5) or fewer days (utilizing compensable leave and/or personal days) in a specific school and who have accumulated 105 compensable leave days or greater must do the following:
 - 1. Members will sell back to the employer five (5) days per year at the rate of \$75 per day.
 - 2. Payment for sold compensable leave days shall be paid on the last pay day in June of each year.
- C. Compensable leave shall be granted in accordance with the schedule specified herein subject to the following conditions:
 - 1. **Personal illness:** Bona-fide physical or mental incapacity of the employee 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 employee. (Immediate family shall include the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care the teacher 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 employee's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandparents, or grandchildren. This leave shall be for a maximum of five (5) days.

4. **Funerals:** A one-day (1) leave may be granted for attending funerals for persons other than in the immediate family. One (1) additional day may be requested for attending funerals held more than 200 miles from Lansing.
5. **Medical appointments:** The principal or supervisor, within their sole discretion, may approve leaving up to one hour early or arriving up to one hour late in order to accommodate a medical appointment without charge to compensable leave, if the employee makes arrangements to have a certificated person supervise their students, if any.

D. One-Day Leaves With Pay

An employee taking a leave day with pay shall file a notice of the intent to take such day with the principal or other immediate supervisor at least five (5) days prior to the date of such leave (except in case of an emergency). The leave form is Appendix D.

A leave day with pay:

1. Shall not be scheduled the 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).
2. Shall be used to conduct personal business which cannot be scheduled at a time other than during an employee's scheduled work hours.
3. Employees having accumulated 100 sick days as of June 30 of a given year shall be entitled to use one leave day with pay as a floating holiday. Restrictions in Section C.2. shall not apply.

At the discretion of the Superintendent or designee, a leave day with pay may be cancelled if there are more than fifteen (15) such requests for any one (1) day.

Leave days shall be credited to employees on the following pro-rated system:

- a. Employee hired at the beginning of the school year - Post 3 days.
- b. Employee hired after ninth week of the first semester - Post 2 days.
- c. Employee hired at the beginning of the second semester - Post 2 days.
- d. Employee hired after the ninth week of the second semester - Post 1 day.

- E. If an employee is absent five (5) or more consecutive days a doctor's excuse must accompany the employee upon his/her return.
- F. Employees properly covered by a certificated volunteer(s) arranged by the teacher with the principal's approval may be permitted to leave their building up to one-half day for School District employment-related activities without suffering the loss of any pay, sick leave, or personal leave.
- G. Any employee who is absent because of injury compensable under the Michigan Worker's Compensation law, except as provided in Article 9, Section C, paragraph 3, shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and the teacher's regular salary for a period up to four (4) weeks. Beyond four (4) weeks, such payments will be charged against compensable leave on a pro-rated basis computed on the relationship of

the differential pay to the employee's regular weekly pay until the compensable leave is exhausted.

- H. Upon request, the LSEA President shall be released full-time. Upon return to active status, the affected employee shall be placed in the same assignment held at the time the leave began; shall be placed at the same position on the salary schedule as she/he would have been had she/he taught in the District during such period; and shall be granted sick leave accumulation and seniority as if she/he had taught during the period of release. The returning LSEA President may waive the right to return to the same assignment.

The LSEA President shall be eligible to receive annually a school-year stipend to compensate for all hours of work performed that are in addition to the President's normal working hours during the scheduled teacher work year. To compensate for the added days of work beyond the traditional school-year teacher calendar, the LSEA President shall receive an annual summer stipend.

In the event the LSEA President is unavailable to perform the duties associated with the school-year or summer stipends, either for part or all of a school year or summer, the parties may agree to appoint an alternate for the period of the President's unavailability for service in the extra-duty assignments.

During a year, wherein, the LSEA President performs the functions associated with either or both of these stipends, the LSEA will reimburse the District for the appropriate cost for one or both of the extra-duty stipends paid (as described in Section I below). Reimbursement from the LSEA for the school-year stipend shall be made by January 20th of each year, while the summer stipend reimbursement shall be made by August 20th of each year.

Upon return to active status, the affected employee shall be placed in the same assignment held at the time the leave began; shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period; and shall be granted sick leave accumulation and seniority as if he/she had taught during the release period.

I. **LSEA President Release Time**

1. For the 2009-10 school year, the LSEA shall reimburse the district for 80% of the co-curricular stipend costs.
2. For the 2010-11 school year, the LSEA shall reimburse the district for 90% of the co-curricular stipend costs.

J. **National Board Certified Teachers**

1. During a single school year in which a classroom teacher is completing requirements for National Board Certification, the teacher shall be eligible for two days of paid release time per month to be used for work and study in connection with fulfilling the certification requirements.
2. The LSD and the LSEA shall pursue on behalf of any participating teachers grant resources in support of the expense of a teacher's participation in the program of activity that leads to National Board Certification.
3. Upon attaining the status of National Board Certified Teacher, the parties agree that this status shall entitle the teacher to advancement of one column on the LSEA teacher's salary schedule (Example: if the teacher is BA, move to BA+, etc.) For teachers already in the Ph.D. column, the salary advancement shall be equal to the column increase from MA+ to Ph.D. at the teacher's current step.

4. The Lansing School District retains the exclusive right to determine the number of teachers who will be eligible to receive the above forms of support defined in items 1-3, in any particular school year.
- K. The Board agrees at all times to maintain an adequate list of substitute teachers. When teachers report their unavailability for work, it shall be the responsibility of the administration to arrange for a substitute teacher. [See also Article 5, P]

ARTICLE 15

Summer School and Summer Ancillary Staff Assignments-Not Teachers

A. Summer School Ancillary Staff Vacancies

1. All summer school positions will be posted in accordance with present procedure as per both Appendix G and Article 6.
2. Successful summer school ancillary staff from the preceding year who make application for the following year's summer school program will not be required to re-interview for a summer school position unless there is a substantial change in the subject-matter focus of the summer school program. When such changes occur, successful summer school ancillary staff from the preceding year also will be required to undergo an interview for positions in the newly refocused summer school program.
3. Successful will be defined as not receiving an adverse evaluation for that specific summer school session being taught. Any adverse evaluation will be subject to all the appeal procedures in the Collective Bargaining Agreement. It also presumes that the applicant is both certified and qualified for the position being applied for as defined in the contract.
4. Should there be a greater number of positions than applicants for a future summer school session, the normal interview and vacancy process (Note: Appendix G and Article 6) shall be used to select ancillary staff for those vacancies that remain unfilled after all of the ancillary staff in #2 above have been assigned.
5. In the event that there are a lesser number of positions than applicants who previously taught the previous summer, seniority will be used to determine the number of applicants who will be assigned for the summer school session; e.g., if the District determines that there will be only ten summer school positions, when in years past the District used twenty summer school positions, then the ten highest most senior candidates who are certified and qualified will be used.
6. Failure to participate for a summer session will cause removal of that person from the list of ancillary staff who are not required to interview. Such person may interview for any positions that remain unfilled by the previous year's summer school ancillary staff.
7. An ancillary staff who has continuously been a summer school ancillary staff will not be required to go through the interview process but must send a written notice of interest in teaching each successive summer school.

B. Summer School Ancillary Staff Evaluation Forms

See Appendix E.

C. Summer School Compensable Leave

All ancillary staff employed at the commencement of a summer school session shall be eligible to receive compensable leave time.

Ancillary staff working shall be credited with one and one-half sick days for every 120 hours worked in the program.

Ancillary staff working a program that operates for time either greater than 120 hours or less than 120 hours shall receive compensable sick leave time in a pro-rata amount for that time. Example:

1. Ancillary staff working a summer school program for three (3) weeks at six (6) hours per day = 90 hours worked ($90 \div 120 = .75$) $.75 \times 1.5$ days = 1.125 days of compensable sick leave.
2. Ancillary staff working a summer school program for five (5) weeks at eight (8) hours per day = 200 hours worked ($200 \div 120 = 1.666$) 1.666×1.5 days = 2.49 days of compensable sick leave.

In the event an ancillary staff person does not use any portion of his or her compensable sick leave time, s/he shall have one (1) full day of compensable sick leave time transferred to his/her regular cumulative leave.

ARTICLE 16

Curriculum

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- A. The Board and the LSEA pledge themselves to seek to extend the advantages of public education to every student without regard to race, ethnicity, creed, religion, gender, disability, color, or national origin and to seek to achieve full equality of educational opportunity for all pupils.

The parties have specifically agreed to continue to negotiate the quality issue changes to the school code.

B. **Instructional Council**

1. An Instructional Council is established to act as a decision-making body for recommendations to the Superintendent to improve student learning through curriculum development, instructional improvement, evaluation, and staff development for the School District. In carrying out its responsibilities, the Instructional Council shall function as:
 - a. an initiating agency and clearinghouse for research and innovations;
 - b. a recommending agency for policy change and philosophy renewal;
 - c. an agency for curriculum realignment to review and balance curricular emphasis;
 - d. a promotional agency for staff development programs;
 - e. a reviewing agency for accountability procedures;
 - f. a consulting agency for citizen's groups to
 - 1) bring ideas and concerns of employees, administrators, and citizens into focus and
 - 2) provide resource people, research, and background information on curriculum and instructional matters; and
 - g. an agency for reviewing federal, state, and locally funded programs, especially those affecting more than one (1) building.
2. Any curriculum change, instructional management system, or instructional program which is intended for system-wide application shall be implemented only after review by the Instructional Council.
3. The Board and the Association shall participate when and where feasible and practical with private organizations, governmental units and agencies, or teacher groups in alternative processes to improve education quality and student learning. Such alternatives shall be reviewed by the Instructional Council which will make recommendations to the Superintendent's staff.
4. The Instructional Council shall be composed of six (6) administrators, six (6) teachers, six (6) parents, and six (6) students from the secondary schools in the system. Each of the

twenty-four (24) 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 six (6) administrative members who shall include a secondary principal and an elementary principal.
 - b. The LSEA President shall nominate, for ratification by the LSEA Board of Directors, six (6) teachers, such teachers to be representative of:
 - 1) the various curriculum areas;
 - 2) the elementary-secondary ration;
 - 3) minority groups;
 - 4) groups such as helping teachers, counselor, and diagnosticians; and
 - 5) the LSEA membership-at-large
 - c. The Board shall ultimately be responsible for the designation of parent members to the Instructional Council. The six (6) parent members shall be representative of the total school population including minorities and their constituent organizations as well as parents of students with disabilities. They shall reside in separate school attendance areas within the School District.
 - d. The Junior Board of Education shall appoint six (6) high school students. The student members shall be representative of the total school population including minorities. 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 (1) year with reappointment permissible for a second term.
5. The Instructional Council shall be chaired alternately by the administrator co-chairperson appointed by the Superintendent and the teacher co-chairperson selected by the teacher representatives on the Council. The chairperson of the day shall retain his/her vote.
 6. The Instructional Council shall meet on dates and at times as determined by the Council, it being understood that student, parent, teacher and administrator schedules need to be considered. If any member of the Council cannot attend a meeting, he/she shall provide an appropriate substitute.
 7. 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.
 8. The administrative co-chairperson shall receive recommendations from the Instructional Council and present them to the Superintendent. The Superintendent shall act on such recommendations from the Council or shall arrange for presentation of the recommendations to the Board of Education for action.
 9. The co-chairperson shall communicate to the Council the disposition of Council-approved proposals or resolutions within one (1) week after the action of the Board of Education or the Superintendent.

10. Any program approved by the Board of Education or the Superintendent shall be implemented as soon as feasible.
11. Instructional Council recommendations rejected by the Board of Education or the Superintendent shall be returned to the Council by the next meeting of the Council with the rationale for rejection. The Council shall have authority to modify the proposals and resubmit them.

C. **Steering Committees**

1. The role of the Curriculum Steering Committees shall be to exert district-wide leadership in providing a viable and up-to-date instructional program in their area of special concern. Among the responsibilities of the Steering Committees will be the following:
 - a. development of realistic goals and objectives for their curricular area and making recommendations to the Instructional Council;
 - b. development of approaches, methods, materials, and/or programs as alternative processes that buildings may select and use for teaching the district-wide objectives;
 - c. prompt communication of Committee recommendations to schools, departments, and the Instructional Council;
 - d. organization and promotion of in-service activities for staff development;
 - e. evaluation of both new and existing programs, and the development of appropriate instruments and procedures for these evaluations;
 - f. undertaking studies or research as directed the Instructional Council.
2. Steering committees may be established by the Instructional Council or by request to the Instructional Council to meet the needs of staff in a particular curriculum area, or a particular grade level, or program area. At any time a steering committee does not meet the following guidelines, it will be subject to a review by the Instructional Council.
 - a. Each steering committee shall be composed of a representative of volunteer teacher members plus the coordinator of the area if there is one. In addition, the committee is strongly urged to have student and parent members.
 - b. All steering committee meetings shall be open meetings.
 - c. Each steering committee shall select its own teacher chairperson in the spring to serve the following year. The chairperson will serve no more than two (2) consecutive one-year (1) terms. The name of the chairperson will be reported to the Curriculum Office each spring.
 - d. Steering committees will hold a minimum of five (5) meetings per school year.
 - e. Employees wishing to propose innovative programs may present such proposals to the appropriate steering committee for study and recommendation. If the recommendation has district-wide implications, the steering committee will present it to the Instructional Council. If the recommendation has only implications for individual buildings, then it should be communicated to the building staff as an alternative for them to consider.

3. The Association Representative will secure teacher volunteers for steering committees early in the fall semester. The Curriculum Office will facilitate collecting these names and giving them to the respective steering committees. In addition, steering committees will review their membership to be sure they have a broad representation of teachers from various instructional levels and buildings. If the membership is not representative, the committee will recruit additional volunteers from the buildings and/or levels needed.
- D. Teacher members of District committees considering instructional program design shall be appointed on a ratio of two (2) LSEA appointments for each one (1) appointment made by the Board in instance when the Board chooses to appoint teacher members.

E. **In-Service Training**

Workshops, conferences, and programs designed to improve the quality of instruction and student learning may be developed and provided for employees during specific scheduled hours found in Article 8.

F. **Conferences**

1. Employees beyond their first year of service in the Lansing School District may request up to four days of release from regular duties without loss of pay to participate in workshops programs or conferences oriented solely to improving professional competency. All district-funded conferences shall be related to school improvement plans, professional development plans, and subject to available funding.

There shall be no more than eighteen (18) employees absent for reasons stated above at any one time unless special authorization has been given by the Chief Administrator for Personnel Matters and/or designee. Requests for a conference/workshop substitute shall be filled on a first come-first serve basis. Only individual requests for a conference/workshop substitute shall be approved except for conferences, workshops and in-service activities developed or set up by District staff in which case no more than ten (10) substitutes reserved for such District activities must be assigned to an employee participant not less than fifteen (15) days prior to the scheduled event. Those substitutes' reservations unassigned by this deadline shall be released to teachers wishing to participate in other work-shops, programs, or conferences.

2. When employees elect to participate in District-sponsored workshops, programs, and conferences such participation shall count toward the four-day (4) limitation and toward the eighteen (18) substitute teacher limitation expressed in F.1. above.
3. When the District requires an employee to participate in workshops, programs, or conferences such participation shall not count toward the four-day (4) limitation or toward the eighteen (18) substitute teacher limitation expressed in F.1. above.
4. All employees requesting to attend these meeting shall submit forms available through the principal's office or departmental office. Substitutes shall be provided for classroom teachers released for the above purposes. (Conference forms are available from one's immediate supervisor.
5. The Chief Administrator for Personnel Matters and/or designees shall make every reasonable effort to reply to conference requests within ten (10) working days of the receipt of applications.
6. Employees working an extended year may use unused conference days during the summer months.

- 7. Approved conferences may be canceled only if an insufficient number of substitutes are available and the District has attempted coverage through other means.
- G. The Board agrees to involve the LSEA and employees in the preparation of applications for state and federally funded programs.
- H. No intern shall displace any employee under contract or prevent the recall of any laid off employee.

On rare occasions when a building asks a classroom teacher to cover an absent classroom teacher's students while the first teacher's students are being covered by an intern or student teacher, the teacher covering in the absent teacher's classroom shall receive the extra hourly rate of pay for the hours substituted. This arrangement is discouraged; however, it may be implemented in the most difficult substitute teacher coverage shortages.

- I. The Board shall provide to the LSEA a listing of all student teacher programs along with the number of student teachers involved, types of student teacher programs and schools where said student teachers are placed.

ARTICLE 17

Professional Dues, Representation Benefit Fees and Payroll Deductions

A. Professional Dues

1. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of professional dues to the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.
2. Deduction of professional dues shall be made on the first pay period of each month provided that deductions for such dues shall not supersede any legally required deductions or deductions authorized prior to the date of the Agreement. The Board shall not be required to make any check-off for professional dues if the teacher's pay is not sufficient to cover the Professional 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 (2) weeks prior to the distribution of the payroll from which the deductions are to be made.
3. No later than October 15, the Board shall provide the LSEA with a list of those employees who have authorized deduction of dues. The Board shall provide the LSEA monthly with any additions to or deletions from such list.
4. So long as a teacher remains on the payroll, the authorized deductions shall be continued.
5. The Board agrees to promptly remit to the 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 deductions. The Board assumes no responsibility for such deductions if notice of termination is given after the final check has been issued.
6. The LSEA, at least sixty (60) days prior to the beginning of each school year, shall give written notification to the Payroll Office of the amount of the professional dues and political action contributions which are to be deducted in that school year under such authorizations. For the purpose of this Article, the term "school year" shall mean the twelve-month (12) 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 authorizations shall lie solely with the LSEA.
7. Any association member who is responsible to pay annual dues and fees directly to the Association, rather than through payroll deduction (as described above), but who has not paid the designated amounts to the Association by December 1 of the affected school year, shall be subject to payroll deduction for delinquent dues and fees. The District shall deduct such sums from members' payroll as it is notified by the LSEA in writing are past due within thirty (30) days of receipt of written notice.

B. Representation Benefit Fees

1. Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay to the Association a Representation Benefit Fee

in an amount not to exceed the professional dues to the Association. Any non-member who makes objection pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the "Objections to Political-Ideological Expenditures Administrative Procedures" (hereinafter referred to as the Association's Policy and Procedures) shall be required to pay a reduced Representation Benefit Fee to the full extent permitted by state and federal law. The objecting non-member's exclusive remedy shall be through the Association's Policy and Procedures together with appropriate state or federal agencies or the courts. The non-member may authorize payroll deduction for such fees in the same manner as provided for professional dues. The Association shall provide to all non-members copies of the Association's Policy and Procedures.

2. By December 1 of each year or as soon as possible thereafter, the Association shall provide written notice to all non-members and the Board of the reduced fee, an explanation of the basis for the reduced fee, and certification that said fee includes only those amounts permitted by the agreement and by law. Pursuant to the Association's Policy and Procedures, any non-member who objects to the amount of the fee shall be given a prompt opportunity by the Association to challenge that amount before an impartial decision-maker. Pending resolution of the fee, the objecting non-member shall be required to pay 100 percent of the reduced fee to the account until a decision is rendered by an impartial decision-maker pursuant to the Association's Policy and Procedures.
 3. In the event the non-member shall not pay the Representation Benefit Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, upon proper written notice from the Association, deduct the Representation Benefit Fee from the teacher's wages and remit same to the Association pursuant to the conditions described in Section A.2. above for professional dues.
 4. Should the provision for payroll deduction of the Representation Benefit Fee in paragraph 3 above be found contrary to law, the parties agree to negotiate procedure for termination of employment.
 5. The parties agree to cooperatively discuss and exchange information regarding the LSEA's Service Fee Collection and Objection Procedures. The LSEA agrees, upon request from the Board, to provide the Board for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political-Ideological Expenditures" together with a copy of all materials annually distributed by the Association and its affiliates to teachers who choose not to join the LSEA and/or object to the Representation Benefit Fee.
 6. In the event that the Association fails to provide certification or information as called for in this Section, the Board shall have the right, upon thirty (30) days' notice to the LSEA President, to discontinue all involuntary deductions for representation fees contained in this Article until such time as the LSEA has fully complied with the provisions of this contract.
- C. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action subject to the following conditions.
1. The damages have not resulted from the misfeasance, nonfeasance, or malfeasance of the Board or its agents.

2. The Association has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of this Section or the defense or damages which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- D. The LSEA agrees to reimburse the Board \$400 for the cost incurred in administering this Article.
- E. Payroll deductions and reductions are also available for the following purposes upon written authorization of the employee:
1. U.S. savings bonds and/or freedom shares;
 2. United Way contributions;
 3. Capital Area School Employees Credit Union;
 4. Provided there are at least ten (10) applications for one (1) company, the Board shall deduct for tax-sheltered annuities, deferred compensation plans, and shall distribute such deductions to the specified company;
 5. Flexible spending accounts; and
 6. Other purposes approved by the Board.
- F. If the District's funding is reduced/penalized by legislative action for extending Article 17, then the applicable sections of Article 17 shall be suspended (absent injunctive relief). If a member of the bargaining unit attempts to opt out consistent with the decision in MEA v Dame, 2003 WL 178808 (January 24, 2003) during the period of suspension, the District shall escrow applicable dues amounts. If funding is reinstated or a court of competent jurisdiction determines that the funding reduction/penalty imposed for extending Article 17 is unlawful, the suspension of Article 17 shall immediately be lifted and escrowed amounts plus interest shall be remitted to the Association.
- If a court of competent jurisdiction determines that the funding reduction/penalty imposed for extending Article 17 is lawful, then the issue of whether to reduce employee compensation shall be determined by the Association. If the Association elects to reduce employee compensation to address the loss of revenue, the suspension of Article 17 shall immediately be lifted and escrowed amounts shall be remitted to the association. If the Association does not elect to reduce employee compensation to address the loss of revenue, then the parties agree that Article 17 shall be retained in the master agreement, but shall have no effect unless and until PA 349 of 2012 is repealed.

ARTICLE 18

Compensation

For contract years 2013-14 and 2014-2015 (July 1, 2013 through June 30th, 2015) the parties agree to the definition of "Economic Terms" to be exclusively 'Salary' (see item F below), stipends or other rates of compensation, step or lane advancement, 'Insurance Benefits' (see item E below), 'Class Size' (see Article 7), and 'Furlough Days'.

- A. Regular pay shall begin no later than the second Friday of the school year and shall continue bi-weekly. An employee, upon the date of hire, determines whether he/she will be paid on the basis of twenty-two (22) or twenty-six (26) periods. The Personnel Office must be notified in writing by the last scheduled workday of the preceding school year of any changes. An employee on twenty-six (26) pay periods who wishes to receive all accrued pay at the close of the school year must notify the Personnel Office in writing by the last pay in April. The current schedule of payment shall continue for all present employees.

When a regular payday 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 payday shall be advanced to the last day prior to the beginning of said vacation period at the option of the Board.

- B. An employee 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 the maximum per mile rate currently allowable by the Internal Revenue Service. Mileage will be computed on the basis of actual miles logged and reported each month. If a problem arises because of an employee's untimely submission of a mileage reimbursement request, the Association agrees that it will meet with the Board and the delinquent employee to resolve the problem.
- C. Employees to be employed in the system with previous 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 employee of the Lansing School District who is re-employed within a period not exceeding five (5) years shall be placed on the salary schedule at the next step above the one on which the salary was based when the employee left the District or shall be given credit for experience as provided in this Section, whichever is greater.

Employees who begin work in an assignment in the LSEA bargaining unit on or before the start of the second semester shall thereafter be advanced on the salary schedule and credited, for that purpose, with a full year worked. Employees who begin work after the start of the second semester shall remain at the step at which they were hired for the next school year and be advanced thereafter.

D. Retirement

1. Having reached the age of requirement of the Michigan Public School Employees Retirement Act and having completed at least fifteen (15) years of service with the Lansing School District, the employee upon retirement shall receive a lump sum payment for each year of service in the Lansing School District at the rate of \$150.24 for the 13/14 and 14/15 school years for each year of service, up to a maximum of \$4,507 for the 13/14 and 14/15 school years.

2. The following will disqualify an employee for retirement pay eligibility.
 - a. any employee whose dismissal is sustained by the Michigan State Tenure Commission;
 - b. any employee who is dismissed or resigns at the request of the Board;
 - c. any employee who leaves the system contrary to the provisions of the Michigan State Tenure Act or contrary to the terms of the employee's employment contract;
 - d. any employee who has previously received this benefit from the Lansing School District; or
 - e. any non-tenured employee discharged for just cause.

E. 1. Insurance Protection

- a. The Board agrees to furnish to all employees the following insurance protection subject to the other terms of this Agreement.

Employees may choose, upon written application, from the following health insurance plans.

The employer shall provide to all full-time employees one of the following MESSA PAKS consisting of:

Health

- | | | | |
|---------|----|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Plan A: | 1) | Health Insurance | - MESSA Choices II
\$500-\$1,000 In-Network Deductible
(\$1,000-\$2,000 Out of Network)
Rx Saver Drug Plan with \$20.00
Office Visit rider
OR
- MESSA ABC 1
OR
- MESSA ABC 2 |
| | 2) | Life Insurance | - \$20,000 AD&D |
| | 3) | Dental Insurance | - Delta Plan 80/80/80:\$1,300
Class I & II Maximum \$1,000 |
| | 4) | Vision Insurance | - VSP 3 |
| | 5) | LTD | - 66 2/3%; \$6,000 monthly max;
90 day straight wait;
2 yr. own occ,
mental/nervous, drug/alcohol;
freeze on offsets. |

- OR -

Plan B: For employees electing not to take health insurance:

- 1) \$450.00 per month which may be used to purchase other tax-exempt options on a salary reduction assignment plus;
- 2) Negotiated Life – \$25,000 AD&D
- 3) Vision Insurance – VSP 3
- 4) Dental Insurance – 80/80/80: \$1,300
(Class I and II Maximum \$1,000)
- 5) LTD – 66 2/3%; \$6,000 monthly max;
90 day straight wait; 2 yr. own occ,
mental/nervous, drug/alcohol;
freeze on offsets

Insurance Premium Increases For 2013-14 and 2014-15

Commencing July 1, 2013, and continuing through June 30, 2014, the District shall pay the maximum amount towards the cost of medical insurance premiums for each eligible employee within the LSEA bargaining unit as is permitted by 2011 PA 152 (3.5% increase in the hard cap allocation over 2012-2013 District costs) specific to the "hard cap" per section 3 of 2011 PA 152 (an aggregate of 5,692.50 for employees with single coverage; 11,385 for employees with individual and spouse coverage; 15,525 for employees with family coverage).

The District and LSEA agree that the District shall allocate or smooth the aggregate amounts as mutually agreed with the LSEA in the manner done during 2012-13. LSEA and the District shall meet periodically to discuss the allocation/smoothing of the premium and to assure compliance with 2011 PA 152. The District's contribution continues to be pro-rated for less than full-time employees pursuant to the terms and conditions of the existing agreement, and based upon actual dates of employment. Employees electing medical insurance shall pay the difference, if any, pursuant to the District's Internal Revenue Code section 125 plan, unless the employee is participating in one of the offered MESSA ABC high deductible plans.

The parties agree that for school year 2014-15 that the District shall pay the same amount toward each employee's medical insurance premiums as paid during 2013-14 (i.e., the District's contribution towards medical insurance premiums shall not increase in 2014-2015). Employees shall pay the difference, if any, pursuant to the District's Internal Revenue Code section 125 plan, unless the employee is participating in one of the offered MESSA ABC high deductible plans.

If the LSEA decides to engage a change in insurance providers/policies/benefit that affects the premium costs for medical insurance for the LSEA unit, it shall not result in an increase *or* decrease in the District's premium costs established above specific to the hard cap during 2013-2014 or 2014-2015. Before any changes in benefit design are effective, eligible employees will receive at least 50 calendar days advance notice of the change, as currently required by federal law.

The above provisions expire June 30, 2015; thereafter, the District's costs towards medical insurance premiums shall not increase unless the parties otherwise mutually agree.

The parties also agree that if the District's funding is reduced for allocating the agreed upon full family cap amount towards the aggregate pool under PA 152 of 2011 for individual and one child

subscribers, the District shall escrow (absent injunctive relief) the difference between the agreed upon full family cap amount and the agreed upon individual and spouse cap amount. In the event a court of competent jurisdiction determines that the full family amount is inclusive of individual and one child subscribers, then the escrowed amounts plus interest shall be remitted back to LSEA members to reimburse excess out of pocket premium contribution amounts incurred. The remittance shall be consistent with the smoothing formula in place during the period of escrow, if any.

If a court of competent jurisdiction determines that individual and one child is inclusive of individual and spouse under PA 152 of 2011, then the parties shall reconvene to calculate and adjust the smoothing based upon the modified aggregate pool.

b. Part-time employees will receive pro-rated premium payments by the Board in ratio to full-time employees as follows:

- 1) If an employee is employed 60% of that of a full-time teacher, the Board will provide Plan A or B 2, 3, 4 and 5 without charge and will provide 60% of Plan A-1 or B-1.
- 2) If an employee is employed 50% of that of a full-time teacher, the Board will provide 75% of the premium for Plan A or B 2, 3, 4 and 5 will provide 50% of Plan A-1 or B-1.
- 3) If an employee is employed 40% of that of a full-time teacher, the Board will provide 40% of the premium for Plan A or B 2, 3, 4, and 5 and will provide 40% of Plan A-1 or B-1.
- 4) If an employee is employed 20% of that of a full-time teacher, the Board will provide 25% of the premium for Plan A or B 2, 3, 4, and 5 and will provide 20% of Plan A-1 or B-1.
- 5) Employees must be employed 20% of the time to be eligible for Board-paid fringe benefits.
- 6) Payment by the employee shall be through payroll deduction.

c. Health Insurance Options/Deductables- The parties also agree to conform this subsection to comport with their agreements 11-12 , 12-13 and 13-15. Monthly cash in lieu of health insurance shall be \$450.00 per month.

d. Employees shall become eligible for MESSA insurance benefit coverage beginning with the employee's first day of work with either District, provided that MESSA continues its practice of not charging the District additional costs pursuant to MESSA's 9/19/01 letter on this subject. If additional costs are charged, the district may revert to its former practice of initiating insurance benefit coverage commencing the first workday of the month following the employee's starting date.

Any employee whose personal illness extends beyond his/her compensable leave account during the last thirty (30) days of a school year and who does not finish the school year on a compensable basis shall be provided with a pro-rated amount toward his/her health insurance benefits during the summer months. For example, 150 days divided by 185 days equals 83.8% of the health insurance. The teacher must pay the difference in order to be covered by the health insurance benefit during the summer

months. Participation in all other insurance benefits during the summer months shall be fully at the teacher's expense.

It is the responsibility of the teacher to enroll at the Employee Benefits Office within thirty (30) days of the teacher's first workday. If a teacher fails to enroll for insurance benefits the first thirty (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 carriers. Failure to enroll for insurance benefits during the first thirty (30) days of employment may also subject the teacher to whatever penalties may be imposed by the relevant insurance carrier. Upon hiring, each teacher will be informed of the procedures for enrollment for insurance benefits.

2. Insurance Continuation

Any member who completes the school year and is laid-off at the end of a school year shall retain insurance benefits for the summer months of July and August of that year.

Employees, their spouses, or dependent children who cease to be eligible for Board-paid dental, medical, or vision insurance shall have the right to continue such coverage on a direct payment basis with the Lansing School District. Changes in dependent status (marriage, divorce, birth, adoptions, death, children no longer dependent) must be reported within thirty (30) days of the event.

3. Effective July 1, 2008, the District may self-fund or select other providers for the dental, vision, life and LTD benefits provided that the LSEA agrees that the benefits will be the same (or better) and the overall cost will be less.
4. The LSEA agrees to participate in an "Insurance Study Committee" (ISC) for the purpose of reviewing different insurance carriers, plans, and/or coverages. If the ISC recommends to the parties an alternative insurance carrier, plan, and/or coverage to begin 1/1/2012, the LSEA shall consider the recommendation.

F. Employee's Salary Schedule (See Appendices A1 and A2)

2013-2014 & 2014-2015
Step and Salary Freeze
Lane Advancement Will Be Paid

For school years 2013-14 and 2014-15 there shall be no wage increase applied to the salary schedule or other rates of compensation defined in the collective bargaining agreement (CBA). The salary schedule shall remain the same as was utilized for school year 2012-13. The members of the LSEA shall remain at the same salary step for each year of this contract (wages through June 30th, 2015). Those members completing the necessary requirements to move laterally on the salary schedule shall be advanced as defined in the CBA for column advancement (Article 18.F). There shall be no additional compensation (salary schedule, stipends or other rates of compensation, step or lane advancement) paid after June 30, 2015 unless the parties mutually agree.

1. Any professional staff member who has completed twenty-three (23) term hours or 15 semester 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 forty-five (45) term hours or 30 semester 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 is based upon a teaching load for 181/09-10 school year and 180/10-11 school year workdays.
4. Any employee 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 an employee be returned to a column of lesser educational achievement.
5. Changes in employee contracts which result in column advancements on the salary schedule will be reviewed by the Personnel Office. It shall be the responsibility of the staff member to notify the Chief Administrator for Personnel Matters and/or designee of any change in classification and to provide the official evidence from the college or university of requirements completed. Transcripts do not constitute notification since these are not evaluated by the Chief Administrator for Personnel Matters and/or designee until requested in writing by the applicant for a change of salary status. Pay increases will be retroactive to the date that the degree is posted on the transcript or the official term ending date, but may not go further back than the current fiscal year.
6. Holders of a Ph.D. degree assigned in the area in which the Ph.D. was earned shall be paid at the Ph.D. rate. Holders of a Ph.D. degree assigned 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 Associate Superintendent for Personnel that the doctoral program is related to the employee's assignment, the Ph.D. rate shall be granted.
7. Certified Career and Technology education (CTE) teachers, coordinators, advisors, and/or counselors who are required for state reimbursement for CTE programs operating in the Lansing School District and who are employed by the District and were vocationally certified on or before August 31, 1994, will be paid at the rate of 12% of \$26,811 for degree or \$19,627 for non-degree base (whichever is applicable) when teaching or operating two (2) three-hour classes/programs. All other CTE teachers, coordinators, advisors, and/or counselors will be reimbursed on a prorating of 1% of \$26,545 per hour of instruction or program operation per semester.

Teachers hired by the District for the 1994-95 school year or later or who were not vocationally certified on or before August 31, 1994, shall receive 2% of the BA-1 for teaching two (2) three-hour blocks. These new teachers will not be eligible for the additional percentage contained in the first paragraph, above.
8. Only those special education teachers who taught special education in the School District in 1972-73 and who are presently teaching special education shall receive \$302 for certification.
9. Extra Assignments (See Appendix A-3)
10. Lead teachers or team leaders working with twelve (12) or more teacher equivalents for thirty-eight (38) weeks shall be paid an additional \$2,105 above their salary step to compensate them for additional time and/or responsibility.

Lead teachers or team leaders working with seven (7) to eleven (11) teacher equivalents for thirty-eight (38) weeks shall be paid \$1,583 above their salary step to compensate them for additional time and/or responsibility.

Lead teachers or team leaders working with up to six (6) teacher equivalents for thirty-eight (38) weeks shall be paid \$1,229 above their salary step to compensate for additional time and/or responsibility.

Lead teachers or team leaders working beyond the school year shall be paid an additional \$348 per week.

11. Employees holding the MSW degree shall be placed on the appropriate experience step of the MA+ track for salary purposes.
12. The District shall pay the Michigan Public School Employees Retirement system (MPERS) current retirement rate through the duration of this Agreement.
13. During the regular school year, an employee who attends the Environmental Education Center with students is eligible to receive the following:
 - a. credit for one (1) required function (Article 8.A.) in that year;
 - b. mileage when approved by the principal to drive employee's automobile or other personal vehicle; and
 - c. meals without charge to the building camping program.
 - d. three percent (3%) per weekly camping experience [may be pro-rated for less than four (4) nights \$252 per night.
14. Employees who agree to undergo after hours training on the Michigan Literacy Progress Profile (MLPP) shall receive a lump-sum stipend of \$250.00 upon submitting a copy of their MLPP certificate of completion to the Human Resources Department. Employees undergoing this training while on release from their regular duties are not eligible to receive the stipend.

G. Co-Curricular

Co-curricular payments shall be initiated by the building principal at the beginning of the activity as noted below and shall be paid by one of the following options:

1. First pay period after filing co-curricular for in season/period of activity through the last pay period in June (twenty-first (21) pays).
2. Pay spread commencing after filling through the end of season/period of activity, e.g.
 - a. Fall activities – September through and ending in November.
 - b. Winter activities – December through and ending in March.
 - c. Spring activities – April through and ending in June.
3. Lump-sum payment at end of season/period of activity as noted above.
4. All co-curricular activities that are not listed below or that are split-positions between two or more individuals shall be paid under the lump-sum payment option.
5. Co-curricular base to be \$36,262 for all positions for the life of this agreement.

HIGH SCHOOL AND MIDDLE SCHOOL YEAR ACTIVITIES:

*HS ATHLETIC DIRECTOR

20%

*SPECIAL OLYMPICS DIRECTOR

20%

**HS BAND DIRECTOR	15%	THEATER TECHNICAL DIRECTOR	15%
ALL CITY JAZZ BAND	14.25%	HS ASSISTANT AD	13%HS
ATHLETIC TRAINER	12%	HS DEBATE/FORENSICS	9%
HS TREASURER	8.5%	HS INTRAMURAL	8%
HS CHOIR	8%	HS DANCE	8%
MS TREASURER	8%	HS BOOK CUSTODIAN	7%HS
YEARBOOK ADVISOR	6%	ALL CITY CHOIR	8%
ALL CITY CHOIR ASSISTANT	6%	MS BAND DIRECTOR	6%HS
NEWSPAPER ADVISOR	5.5%	MS BOOK CUSTODIAN	5%
HS/MS ORCHESTRA	5%	HS/MS DRAMA PER ACTIVITY	5%
HS POM POMS	4.5%	HS BUS. ADVISOR FOR PUBL.	4.5%
MS NEWSPAPERS	4.5%	MATH O RAMA	9%
JUNIOR SYMPHONY DIRECTOR	15%	HS QUIZ BOWL	8%
JUNIOR SYMPHONY ASSISTANT	13%	YES CLUB	2%
ACADEMIC GAMES	9%	ACADEMIC DECATHLON	9%
MATH-A-RAMA	9%		

FALL ACTIVITIES:

HEAD FOOTBALL	19%	HEAD BASKETBALL (G)	17%
HEAD XC (BOTH)	14.5%	HEAD SWIMMING (G)	13%
HEAD SOCCER (BOTH)	13%	ASSISTANT FOOTBALL	12.5%
ASSISTANT BASKETBALL (G)	11%	HS CHEERLEADING	11%
HEAD XC (G) OR (B)	9.5%	ASSISTANT SWIMMING (G)	9%
HEAD GOLF (B)	9%	HEAD TENNIS (G)	9%
ASSISTANT SOCCER (BOTH)	9%	EQUIPMENT MANAGER	8%
MS INTRAMURAL	4.5%		

WINTER ACTIVITIES:

HEAD BASKETBALL (B)	17%	HEAD SWIMMING (B)	13%
HEAD WRESTLING	13%	ASSISTANT BASKETBALL (B)	11%
HEAD VOLLEYBALL	11%	HEAD GYMNASTICS	10.5%
ASSISTANT SWIMMING	9%	ASSISTANT VOLLEYBALL	9%
ASSISTANT WRESTLING	9%	MS INTRAMURAL	4.5%

SPRING ACTIVITIES:

HEAD TRACK (B) (G)	13%	HEAD SOFT/BASEBALL (G) (B)	12%
ASSISTANT TRACK (B) (G)	11%	ASST. SOFT/BASEBALL (G) (B)	9%
HEAD GOLF (G)	9%	HEAD TENNIS	9%
MS INTRAMURAL	4.5%		

*ONE HOUR RELEASE TIME

**ONE HOUR FOR INDIVIDUAL OR SMALL GROUP CONSTRUCTION, WHICH MAY BE SCHEDULED IN AN ELEMENTARY BUILDING.

H. Intramural Program (Athletic and Intramural Programs)

Middle School

MS Athletic Director	16%
MS Assistant Director	10%
MS Interscholastic Athletic Coaches	6.0%
Intramural	4.5%

All percentages are applied to \$36,262 for the life of this agreement.

An intramural pay unit shall consist of sixty (60) standard hours of pupil contact.

Each activity which is begun and has at least twenty (20) participants shall be allowed to continue to completion. If the activity has less than twenty (20) participants, the intramural director shall recommend to the principal whether to continue the activity (because of lack of number of participants) after it has begun. The employee shall be paid an amount equal to the proportion of sixty (60) hours which he/she has completed.

Intramural pay units may be utilized for non-gross motor skill activities. Examples of such activities might be equations, pottery, hunter safety, snowmobile safety, etc. the determination of which such activities would be offered shall be made by the principal.

Intramural pay units may be utilized for gross motor skill activities. Gross motor skill activities shall be grouped as "core" and "optional" as follows:

Core Activities

Optional Activities*

Boys

Flag or Touch Football or Soccer
Basketball
Wrestling
Swimming
Track

Volleyball
Softball
Tennis
Hunter Safety
Others as determined by the principal

Girls

Swimming
Basketball
Volleyball
Track
Softball

Cheerleading or Gymnastics
Skiing
Bowling
Golf
Others as determined by the principal

Each school shall offer at least the "core" activities. However, it is understood that because of student interest or lack of same, "optional" activities may be substituted for "core" activities or "optional" activities may be combined with "core" activities (i.e., 30-40 hours of bowling with 30-40 hours of swimming) to make one complete unit.

The above language in this section applies to all middle schools.

*Activities may or may not be co-educational.

I. Athletic Department Activities (see Appendix A-3)

1. High School

Scoreboard operators, announcers, and clock operators at all events and clerks, tickets sellers and takers, judges and time keepers, scorers, and supervisors at all athletic events: \$27.88.

2. Middle School

Activity assistance at any athletic event: \$24.16.

J. **Co-Curricular and Other Activity Stipends**

That rate is \$36,262.

1. Elementary Building Co-Curricular Activities

Three percent (3%) per activity with a maximum of three (3) paid activities per building per year as determined by the principal in cooperation with the School Improvement Team.
2. Special Olympics Activity Coach

Two percent (2%) per activity with a maximum or ten (10) paid activities district-wide per year.
3. Vocational Student Organizations

Two percent (2%) per organization with a maximum of eight (8) paid organizations per year (organizations must be involved in sanctioned club competition). A maximum of one (1) paid vocational student organization per high school with the remainder at Hill. Paid organizations shall be determined by the appropriate building principal in cooperation with the School Improvement Team.
4. Elementary Computer Network Manager

The elementary school network computer manager and/or assistant shall report and be responsible to the building principal for the performance of his/her duties and shall be paid a total of three percent (3%).
5. LSEA President School Year Stipend – 25%
6. LSEA President Summer Stipend – 25%

K. **Middle School Intramural Program (PROG) (Pattengill, Rich, Gardner)**

1. An intramural program involving thirty-five (35) hours of student contact time shall not supplant the current intramural program involving sixty (60) hours of student contact time currently being paid at 4.5% of \$36,262.
2. Dates and activities for the intramural program will be established each year.
3. The intramural program involving thirty-five (35) hours of student contact time shall be paid at the rate of 2.6% of \$36,262.
4. The middle school intramural positions will commence at the end of the middle school (student) school day and accordingly, the positions contained in paragraph 2 will be posted locally in each middle school and positions filled with applicants there from, if qualified applicants are available. If no qualified applicants are available, then the positions will be posted and filled in accordance with Article 6 of the collective bargaining agreement.

L. **Hourly Wage Schedule (Appendix A-2)**

The Board shall determine initial placement on the hourly wage schedule. Progression on the applicable scale shall be based upon years of service in the position.

- M. The parties mutually agree to meet and develop a modified screener grid and application tool for coaches and athletic directors.
- N. An employee volunteering for extra duties shall be paid at a rate specified in Article 18 except when waived by the employee.
 - 1. Whenever schedules so allow, employees assigned to more than one school shall not be required to drive during their duty-free lunch hour or planning time.
 - 2. Employees who are assigned to two school buildings shall receive extended day pay (per Appendix A-3) of two (2) hours per week if they are required to drive between buildings.

[See also Article 6, H]

ARTICLE 19

Responsible Autonomy

The staff (principal/supervisor and employees) of each school shall be given the responsibility to develop, review, and approve the building budgetary priorities, instructional priorities, and long-range plans at least once each semester.

- A. There shall be a School Improvement Team for each school building in the Lansing School District which shall operate under the guidance of the building principal. All appointments to the School Improvement Team shall occur no later than September 30 of each year. Consistent with MCL 380.1277, all meetings shall be open to the staff and parents who, while they may not be members of the Team, may voluntarily participate in the development, review and evaluation of the school's improvement plan. All meetings shall be publicized in advance.
- B. The School Improvement Team shall have the responsibility to develop a planning and decision-making process which takes place as much as possible in a climate of mutual trust, respect, and consensus. This decision-making process shall include supervision of any Building Budget committee (G Accounts), Implementation or modifications of instructional programs subject to Paragraphs E. and F., curriculum issues, employees' hours subject to Article 8 including parent / teacher conferences and building in-services, the student discipline process, and such other matters as the team shall mutually determine. At least each semester, the School Improvement Team shall assess in writing its progress toward its goals and objectives. Copies of the assessment shall be given to the building faculty and the Professional Council. The School Improvement Team shall also be responsible for ensuring that all planning and decision-making properly acknowledges staff and budget limitations; state and federal regulations; goals; priorities and policies of the Lansing School District; and provisions of this Agreement.
- C. The principal shall provide the staff upon request the available current budget and other pertinent data so that informed recommendations can occur. The staff is responsible for ensuring that their knowledge, perceptions, and recommendations are made available during the development and review process in an open, timely, and constructive manner. Staff members are also responsible for carrying out the final plan in cooperative and productive fashion.
- D. The team recommendations shall be presented to the entire staff at least once each semester for review and approval. Approval must be by at least fifty-one percent (51%) of those voting.
- E. The team shall assist in the development of the methods which are to be used in pursuing building level programs that will be implemented.
 - 1. The team will address how funding is to be secured and apportioned to support the planned programs.
 - 2. The team will review the staffing program for the building. Staffing programs which fall outside of the class size provisions of this Agreement must be approved by fifty-one percent (51%) of those voting.
 - 3. In the event a principal wishes to initiate a building level program, it shall first be reviewed by the team, discussed at a meeting open to all building staff, and approved by fifty-one percent (51%) of those voting.
 - 4. If the principal decides to implement a plan that does not have the support of the team and/or staff, the principal will provide oral and/or written rationale for that decision in keeping with Section B. above.

5. If the principal does not agree to implement a plan approved by the team and staff, the principal will provide oral and/or written rationale for the decision in keeping with Section B. above.
 6. If a principal shall exercise the powers set forth in paragraphs 4 or 5 above, the School Improvement Team or the staff (comprising at least a majority of that teaching staff) shall have the right to appeal the principal's decision to the appropriate Instructional Division Director who shall have the power to affirm, modify, or reverse the principal's decision.
 7. If the School Improvement Team or the staff (comprising at least a majority of that teaching staff) is still not satisfied with the decision rendered, they may appeal the decision to the Professional Council which shall have the power to affirm, modify, or reverse the previous decision.
- F. The final approval of any programs, objectives, or recommendations of the School Improvement Team shall be accomplished as follows:
1. The team shall record all recommendations, goals, and/or objectives in writing.
 2. Approval of fifty-one percent (51%) of those voting shall next be obtained.
 3. Upon approval of staff, the written recommendations, goals, and objectives shall be submitted to a screening subcommittee of the Professional Council for review to determine if there is compliance with the law, collective bargaining agreements, system-wide goals, objectives and necessities, and Board policies.
 4. Final approval shall be given by the Professional Council and the Board of Education. At any level, the School Improvement Team's recommendations may be modified, but only after referral back to the School Improvement Team unless the team waives the referral by written consent.
- G. No school improvement team shall have the right to alter or restructure the starting and ending times of schools and/or the number of days and half days contained in the district-wide calendar.
- H. In order to assist the work of the School Improvement Team, the team may authorize the expenditure of funds under its control to accomplish team objectives. If the team authorizes a team member to perform tasks on behalf of the team as extra duty, the team member shall be compensated in accordance with Appendix A-3.

The additional funding which a team may spend shall be based upon total teacher staff per building (using home building assignments) as detailed below:

0 – 24 teachers	\$ 750
25 – 49 teachers	\$1,000
50 – 74 teachers	\$1,250
75 – 99 teachers	\$1,500
100 or more teachers	\$1,750

ARTICLE 20

Professional Council

- A. In order to establish a line of communication with the Lansing School District and the Association, Professional Council will be established. The Professional Council shall be composed of seven (7) LSEA members designated by the LSEA President and seven (7) members designated by the Superintendent or his/her designee.
- B. The Professional Council shall establish a schedule of regular meeting dates and times. The parties may cancel any scheduled meeting by mutual consent. The chair for each meeting shall alternate for each meeting between the parties. The co-chairs will mutually agree on agenda items one week prior to the meeting. Additions to the agenda must be agreed upon by both co-chairs prior to the meeting.
- C. The Professional Council is empowered by mutual consent to appoint committees composed of teachers and administrators to study and report. Upon completion of its study and report on the subject assigned to it, each committee shall be considered dissolved.
- D. Clerical expenses of the Professional council and its subcommittees shall be paid by the Board.
- E. When necessary, the LSEA representatives on the Professional Council shall be released from school duties for regular meetings of the Professional Council without loss of salary when such meetings are held during the school day.

ARTICLE 21

Contract Administration

A. **Negotiating Procedures**

1. At least by March 1 of the year of expiration of this Agreement, the LSEA and the Board will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment for teachers employed by the Board.
2. Neither the LSEA nor the Board shall have any control over the selection of 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 LSEA membership at-large 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 approve concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

B. **Contract Maintenance**

1. Special conferences for important matters will be arranged between the LSEA President and the Chief Administrator for Personnel Matters and/or designee upon the request of either party. Such meetings shall be between the LSEA and Board representatives. 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 discussed in special conferences shall be confined to those included in the agenda.
2. Whenever possible, conferences shall be held between the hours of 7:00 p.m. and 11:00 p.m. If conferences are called by the Board at other hours, the LSEA members shall not lose time or pay for time spent in such special conferences.
3. This Agreement shall supersede any rules, policies, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
4. Copies of this Agreement shall be printed at the joint expense of the Board and the LSEA and presented to all teachers currently employed or thereafter employed by the Board.
5. 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.
6. Contracts for non-tenured teaching personnel including those recommended for tenure will be 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 tenured personnel will be issued only with the consent of the Association while negotiations are pending. It is understood that all 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 implementation of this Section of the Agreement.

ARTICLE 22

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 the teaching 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) during the life of this Agreement for any purpose whatsoever.
- 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 is in violation of this Agreement and shall advise such persons to discontinue immediately said activity. Further, the Association 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/her 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 by law for violation of this Article, including injunctive relief and/or damages against any person, group, or organization violating this Article.

ARTICLE 23

Rights of the Board

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.

- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. 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;
 - 2. continue its rights, policies, and practices of assignment and direction of its personnel and scheduling;
 - 3. direct the working forces, including the right to hire, promote, discipline, transfer, and determine the size of the work force;
 - 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 overall goals and objectives as well as the policies affecting the educational programs;
 - 8. 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;
 - 9. determine the size of the management organization, its functions, authority, amount of supervision, and the table of organization; and
 - 10. determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

- C. The Board agrees that prior to subcontracting to any outside source or agency it will meet and consult with the Association regarding the effect of what happens as the result of subcontracting.
 - 1. The Board will meet and consult with the Association regarding the decision prior to public meeting approval and;
 - 2. Negotiate the effect on the bargaining unit as the result of any such subcontracting.

ARTICLE 24

Building Substitutes

All Building Substitutes shall only have the rights and privileges as stated in this Article.

- A. **Definition:** A Building Substitute is a teacher who is primarily assigned to a specific building for an indefinite period of time during a particular school year to take the place of the absent regular teacher(s). Employment of Building Substitutes shall be at the sole discretion of the District.
- B. **Assigned Duties:** Building Substitutes will be assigned duties as specified in Paragraph E., below, at the discretion of the District within the normal work day schedule. Building Substitutes shall be assigned to a building. It is expected that day-to-day absences which occur in that building will be first filled by the Building Substitute.
- C. **Rights Relative to Regular Teachers:** Nothing in this Article shall be interpreted as granting Building Substitutes assignment rights which are superior to regular bargaining unit teachers which are specifically set forth elsewhere in this Agreement, including substitute rights under the STAR program if re-implemented.
- D. **Certification:** Building Substitutes must have a valid Michigan teaching certificate or permit on file in the District's Personnel Office.
- E. **Assignment:** It is understood that in the event there are no absences in a building, Building Substitutes shall first be assigned to other buildings where absences exist and where no substitutes are available. If all absences are covered, the District may assign other duties including consideration of assignment to elementary buildings to provide release time for classroom teachers. All assigned days shall be for a whole day. Building Substitutes are not subject to the daily assignment call-in requirement but will be expected to report to the assigned building each day unless notified otherwise by the District.

Occasionally, LSEA Building Substitutes may be assigned to long-term substitute assignments. When an LSEA Building Substitute is assigned to one teaching position for more than 20 days, the LSEA Building Substitute shall continue to earn LSEA Building Substitute daily rate of pay instead of the Long-Term Substitute rate. Upon the 61st day of substitution in the same assignment, the LSEA Building Substitute shall be entitled to the BA Step 1 daily rate and any other benefits provided to a similarly situated long term substitute.

Upon completion of a long-term substitute teaching assignment, the LSEA Building Substitute returns to the status of an active LSEA Building Substitute at the appropriate LSEA Building Substitute rate of pay.

- F. **Preparation Time:** Each Building Substitute, when filling in for a regular teacher, shall be afforded the same preparations and preparation time (where applicable) under the collective bargaining agreement except in an emergency.
- G. **Teaching Hours:** Teaching hours for Building Substitutes shall be the same as those of the regular teaching staff in the building to which they are assigned.
- H. **Compensation:** Compensation for Building Substitutes shall be listed in Appendix A-3. When an LSEA Building Substitute absorbs students from another teacher's classroom in addition to the students from the teacher whose absence is being covered by the building substitute, the LSEA Building Substitute shall be paid for the extra subbing at an hourly rate consistent with the building substitute's current daily rate; for all hours, involved in covering the additional students.

- I. **Effect of Service:** Years of seniority or service as a Building Substitute shall not be considered a year of service or seniority for any purpose in the collective bargaining agreement except as set forth in this Article (24) and Article 6 for purposes of filling vacancies applied for and the grid form.
- J. **Section 1236 of the School Code:** Nothing in this Agreement shall be construed to limit any rights enjoyed by substitutes under the Michigan School Code. Building Substitutes who receive assignments to one teaching position for more than 20 days shall remain members of the LSEA as Building Substitutes even though their assignment has changed and even though they are entitled to additional pay and benefits under the school code.
- K. **Limitation:** The District may limit the number of days a Substitute can substitute to a maximum of one-hundred-forty-eight (148) days in any school year.
- L. **Employment:** Building Substitutes shall be employed in increments of ten (10) days unless the resulting total would exceed the one-hundred-forty-eight (148) days.

Building Substitutes shall be employed as needed: usually three (3) in each high school until October 15, then four (4); in middle schools two (2) until October 15, then three (3); elementary schools will have one (1) substitute primarily assigned to the largest school building in twelve (12) groups of balanced and proximately located elementary schools as determined by the administration.

If the District wishes to terminate a Building Substitute prior to reaching one-hundred-forty-eight (148) days, the Building Substitute will be provided ten (10) days' notice prior to termination. Employment as a Building Substitute during one (1) school year is not a guarantee of similar employment for the following school year.

- M. **Leave Days:** Building Substitutes shall not be eligible for any of the leaves under Articles 13 and 14 except he/she shall be granted compensated sick days based upon one (1) sick day accrued for each twenty-five (25) days worked. Said accrual shall continue from year to year and be credited and carried over if said Building Substitute acquires a regular assignment. When an LSEA Building Substitute has a sick day accumulation and returns for work the following school year either as a regular classroom teacher or as a building substitute teacher, the LSEA Building Substitute is entitled to immediate use of any sick days accumulated from the previous year.
- N. **Additional Terms for LSEA Building Substitutes**

When an LSEA Building Substitute absorbs students from another teacher's classroom in addition to students from the teacher whose absence is being covered by the Building Substitute, the LSEA Building Substitute shall be paid for the extra subbing at an hourly rate consistent with the Building Substitute's current daily rate for all hours involved in covering the additional students.

Occasionally, LSEA Building Substitutes may be assigned to long-term substitute assignments. When an LSEA Building Substitute is assigned to one teaching position for more than 20 days, the LSEA Building Substitute shall continue to earn the LSEA Building Substitute daily rate of pay instead of the Long-term Substitute rate. Upon the 61st day of substitution in the same assignment, the LSEA Building Substitute shall be entitled to the BA Step 1 daily rate and any other benefits provided to a similarly situated Long-term Substitute.

Upon completion of a Long-term Substitute teaching assignment, the LSEA Building Substitute returns to the status of an active LSEA Building Substitute at the appropriate LSEA Building Substitute rate of pay.

When an LSEA Building Substitute has a sick day accumulation and returns for work the following school year, either as a regular classroom teacher or as a Building Substitute teacher, the LSEA Building Substitute is entitled to immediate use of any sick days accumulated from the previous year.

ARTICLE 25

Mentor Teacher Program

A. **Mentoring Relationship**

Probationary teachers employed by the Lansing School District who are within the first three (3) years of employment shall be assigned a mentor teacher for the purpose of assisting the probationary teacher's development into an effectively functioning professional.

B. **Duties of the Mentor Teacher**

The mentor teacher shall:

1. Assist the probationary teacher to a meaningful orientation of the building and School District.
2. Serve as a resource person to the probationary teacher with questions.
3. Convene regularly scheduled coaching/strategy sessions related to the development of the probationary teacher's skill repertoire. Session topics, by way of example, may include but not be limited to such matters as:
 - a. communicating appropriately with parents regarding student progress and behavior;
 - b. taking a positive approach to the management of student behavior;
 - c. dealing with individual differences and student evaluation methods;
 - d. successfully integrating special education students in the regular education classroom
 - e. managing the paperwork demands of teaching.
4. Conduct observations in the probationary teacher's classroom with conferencing feedback to follow.
5. Conduct model teaching in their own or in the probationary teacher's classroom with conferencing to follow.
6. Jointly observe with the probationary teacher in another teacher's classroom.
7. Assisting the probationary teacher in the identification of professional development priorities and opportunities.
8. Other forms of support deemed necessary and helpful by the mentor teacher and the probationary teacher.

C. **Qualifications of the Mentor Teacher**

A probationary teacher's primary mentor shall be an LSEA bargaining unit member who has acquired teacher tenure. Other mentor teachers may be assigned in addition to the probationary

teacher's primary mentor and such mentors may come from outside the bargaining unit. Only those LSEA bargaining unit members who have acquired teacher tenure and have expressed a voluntary willingness to serve as a mentor teacher to the building School Improvement Team shall be available for assignment as a mentor teacher.

D. **Assignment of the Mentor Teacher**

Each probationary teacher shall be assigned a mentor teacher annually during the first three (3) years of the probationary teacher's employment as a teacher. The assignment of mentor teachers is the responsibility of the building in which the probationary teacher is employed and shall be accomplished through the building School Improvement Team (SIT).

The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion. Consequently, both the probationary teacher and the mentor teacher need to be comfortable with the mentor assignment and may request an alternative assignment. The probationary teacher shall be assigned to one mentor teacher at a time unless the probationary teacher specifically requests more than one mentor or a change in mentors.

The primary mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and the probationary teacher. The mentor teacher assignment may be renewed in succeeding years.

The building School Improvement Team shall meet and recommend to the building principal the assignment of a primary mentor for each probationary teacher within two (2) weeks of the probationary teacher's employment. As the building School Improvement Team considers the assignment of mentor teachers, preference shall be given to assignments that match mentors and probationary teachers from the same building, grade levels, departments, and areas of certification. The building principal shall ultimately be responsible for the assignment of the mentor to the mentee.

The District shall notify the Association of all mentor teacher/probationary teacher assignments.

E. **Confidentiality of the Mentor/Probationary Teacher Relationship**

The mentor/probationary teacher relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the probationary teacher or the mentor teacher.

F. **Facilitating Mentor/Probationary Teacher Support Activity**

Upon the request of the mentor and mentee with the approval of the principal, the District may provide for the release of the mentor teacher and/or probationary teacher from their regularly scheduled duties when such release is required for the purpose of conducting observations, model teaching, and other support activities that are scheduled while students are in session.

G. **Log of Mentoring Activity**

For purposes of maintaining a record of mentor teacher/probationary teacher support activity, the mentor teacher shall be responsible for maintaining and submitting to the building School Improvement Team a copy of the mentor teacher/probationary teacher support activity log as contained in Appendix H.

H. **Qualifying Hours**

Qualifying hours of mentoring support activity shall be recorded on the log of mentor teacher/probationary teacher support activity. The maximum number of paid hours of mentoring support shall be in accordance with the following schedule:

1st year probationary teacher: 24 hours
2nd year probationary teacher: 18 hours
3rd year probationary teacher: 15 hours

I. **Compensation**

Mentors will be compensated at the extra hourly rate as specified in Appendix A-3, for time spent as qualifying hours which shall occur before and/or after the teacher's scheduled work day or during the mentor's planning period.

J. The foregoing provisions shall apply to other probationary professionals besides classroom teachers. In lieu of the acquisition of tenure, a mentor must have successfully completed the probationary period in the same field as the mentee.

See Letter of Understanding Appendix M.

ARTICLE 26

Great School Readiness Program (GSRP)

The board recognizes the importance of the GSRP Program. The salary range for the GSRP classrooms shall be from Step 1 to Step 3 on the LSEA teacher salary schedule. GSRP teachers will remain as a group within themselves and shall neither advance beyond the 3rd step on the BA vertically nor laterally beyond the BA column. The GSRP members shall accrue seniority within the LSEA bargaining group. GSRP teachers will continue to follow the current grant requirements and are not entitled to the released time that is afforded to the elementary teaching staff defined in Article 8.

The three additional work days per year (detailed in Appendix A-2) will be discontinued for GSRP teachers. Any teacher remaining with or entering into the GSRP program will revert to the appropriate placement on the schedule with a maximum placement at the BA Step 3. Any teacher moving from the GSRP program to the K-12 programming shall advance to the appropriate place on the salary schedule (vertical and horizontal advancement based on their service and credentials).

Teachers in a K-12 placement shall have the right, but not be required, to interview, bump/transfer into the GSRP program resulting in a reduction in step placement provided they meet the grant certification and endorsement requirements. Teachers in the LSEA salary K-12 program will be able to bump into the GSRP program if they hold the ZA certification and were rated at least Effective on their most recent year-end performance evaluation.

In order to avoid layoffs and/or teachers becoming locked into the GSRP Program at Step 3, the district may need to enact involuntary transfers specific to the GSRP/K-12 teachers. Teachers may waive their rights to advance on the salary schedule while retaining their assignment in the GSRP assignment.

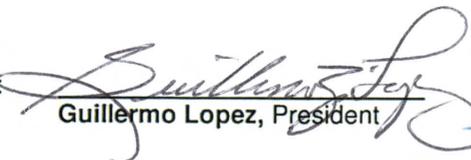
ARTICLE 27

Duration of Agreement

- A. This Agreement incorporates the agreement reached by the parties on all 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 as set forth in writing and signed by both parties as an amendment to this Agreement.
- B. With the exception of Article 17, this Agreement shall be effective as of July 1, 2013 and continue in effect through June 30, 2018. However, Article 17 shall be effective immediately upon ratification of this Agreement and shall continue in effect until June 30, 2018. This agreement shall not be extended orally, and it is expressly understood that it (and designated portions hereof) shall expire on the date(s) indicated. No other organization may ask for exclusive bargaining rights during the fixed term of this Agreement.

Date of Board Ratification:
March 21, 2013
LSD Board of Education

Date of LSEA Ratification:
March 21, 2013
Lansing Schools Education Association

By: 
Guillermo Lopez, President

By: 
Charles L. Alberts, President

By: 
Barbara A. Ruga, Attorney

By: 
Kasey Baker, Secretary

Board Negotiating Team:

Barbara A, Ruga, Chief Spokesperson
Virginia Acheson
Sam Sinicropi
Diana Rouse
Mara Lud
Kim Sleight Adams

Association Negotiating Team:

Patti Seidl, LSEA President
Marilyn Finney, LSEA Secretary
Jerry Swartz, MEA Advocate
Dr. James Bell
Michael Richter
Chuck Alberts, LSEA Vice President
Dan Zarimba, MEA UniServ director

**APPENDIX A-1
TEACHER'S SALARY SCHEDULE
2013-2014 & 2014-2015**

Step	BA	BA+	MA	MA+	Ph.D.	Non-Degree
1	35,920	37,357 1.04	38,794 1.08	41,667 1.16	44,541 1.24	26,559 0.7394
2	37,357 1.04	38,794 1.08	40,230 1.12	43,104 1.20	45,978 1.28	
3	39,871 1.11	41,308 1.15	42,745 1.19	45,618 1.27	48,492 1.35	
4	42,386 1.18	43,822 1.22	45,259 1.26	48,133 1.34	51,006 1.42	
5	44,900 1.25	46,337 1.29	47,774 1.33	50,647 1.41	53,521 1.49	35,920 1.0000
6	47,414 1.32	48,851 1.36	50,288 1.40	53,162 1.48	56,035 1.56	
7	49,929 1.39	51,366 1.43	52,802 1.47	55,676 1.55	58,550 1.63	
8	52,443 1.46	53,880 1.50	55,317 1.54	58,190 1.62	61,064 1.70	
9	54,958 1.53	56,394 1.57	57,831 1.61	60,705 1.69	63,578 1.77	41,710 1.1612
10	58,040 1.6158	58,909 1.64	60,346 1.68	63,219 1.76	66,093 1.84	
11	58,668 1.6333	62,023 1.7267	62,860 1.75	65,734 1.83	68,607 1.91	
12		62,673 1.7448	66,014 1.8378	68,923 1.9188	71,833 1.9998	
13-15			67,350 1.8750	70,263 1.9561	73,176 2.0372	
16			68,665 1.9116	71,581 1.9928	74,498 2.0740	
17-18	59,986 1.6700	63,988 1.7814				
19-21			69,979 1.9482	72,896 2.0294	75,813 2.1106	
22	61,431 1.7017	65,528 1.8152	73,015 2.0226	76,000 2.1053	78,698 2.1800	42,717 1.1833

APPENDIX A-2

LSEA HOURLY SALARY SCHEDULE

2013-14 & 2014-15

	AA	BB	CC	DD	EE
1	15.58	17.48	21.34	24.10	31.23
2	16.30	18.22	22.23	25.13	32.57
3	16.93	18.97	23.16	26.20	33.94
4	17.60	19.75	24.10	27.24	35.26
5	18.51	20.66	25.27	28.57	37.00

2013-14 & 2014-15 Salary 8 hours/day 185 days

	AA	BB	CC	DD	EE
1	23,058.40	25,870.40	31,583.20	35,668.00	46,220.40
2	24,124.00	26,965.60	32,900.40	37,192.40	48,203.60
3	25,056.40	28,075.60	34,276.80	38,776.00	50,231.20
4	26,048.00	29,230.00	35,668.00	40,315.20	52,184.80
5	27,394.80	30,576.80	37,399.60	42,283.60	54,760.00

2013-14 & 2014-15 Salary 8 hours/day 261 days

	AA	BB	CC	DD	EE
1	32,531.04	36,498.24	44,557.92	50,320.80	65,208.24
2	34,034.40	38,043.36	46,416.24	52,471.44	68,006.16
3	35,349.84	39,609.36	48,358.08	54,705.60	70,866.72
4	36,748.80	41,238.00	50,320.80	56,877.12	73,622.88
5	38,648.88	43,138.08	52,763.76	59,654.16	77,256.00

2013-14 & 2014-15 Salary 8 hours/day 175 days (Ebersole-8 month)

	AA	BB	CC	DD	EE
1	21,812.00	24,472.00	29,876.00	33,740.00	43,722.00
2	22,820.00	25,508.00	31,122.00	35,182.00	45,598.00
3	23,702.00	26,558.00	32,424.00	36,680.00	47,516.00
4	24,640.00	27,650.00	33,740.00	38,136.00	49,364.00
5	25,914.00	28,924.00	35,378.00	39,998.00	51,800.00

2013-14 & 2014-15 Salary 8 hours/day 153 days (Ebersole-7 month)

	AA	BB	CC	DD	EE
1	19,069.92	21,395.52	26,120.16	29,498.40	38,225.52
2	19,951.20	22,301.28	27,209.52	30,759.12	39,865.68
3	20,722.32	23,219.28	28,347.84	32,068.80	41,542.56
4	21,542.40	24,174.00	29,498.40	33,341.76	43,158.24
5	22,656.24	25,287.84	30,930.48	34,969.68	45,288.00

APPENDIX A-3

BUILDING SUBSTITUTES' SALARY SCHEDULE

ARTICLE 25 H

	2013-14	2014-15
BUILDING SUBS		
0-70 DAYS	\$88.19	\$88.19
71+ DAYS	\$96.66	\$96.66

EXTRA ASSIGNMENT COMPENSATION SCHEDULE

ARTICLE 18 F-9

Appendix A-3		
Appendix 18 F-9		
Extra Assignment Compensation Schedule		
	2013-14	2014-15
Summer School	\$32.35	\$32.35
Driver Education	\$32.35	\$32.35
Workshop Pay	\$23.53	\$23.53
All work Required Beyond Activities Specified in Article 8	\$26.14	\$26.14
Athletic Department Activities		
Article 18 I-1		
	2013-14	2014-15
Scoreboard Operators, Clock Operators, Scorers, Time Keepers, Supervisors, Announcers, Judges, Etc.		
High School	\$27.88	\$27.88
Middle School	\$24.16	\$24.16

NOTE: Co-curricular base to be \$36,262 for all positions for the life of this Agreement.

APPENDIX A-4

CONDITIONAL INCREASE

If the audited General Fund Balance as of June 30, 2013 and/or as of June 30, 2014 and/or as of June 30, 2015, exceeds Ten Million Dollars, the parties shall meet and agree on allocating 35% of the amount in excess of Ten Million Dollars to LSEA in on or off schedule compensation (inclusive of FICA and MPSERS costs), not to exceed a 3% increase to the salary schedule, exclusive of step/lane increments. It is also understood and agreed that one-time revenue increases support only off schedule salary payments (i.e. "stipends"). Furthermore, there shall be no "on schedule" increases if there is an operating deficit in the fiscal year in which the payment is made.

Definition of Terms

"General fund balance" will be equal to the unassigned general fund balance (see audit report). This means, total fund balance, less non spendable designations (i.e. prepaid expenditures and inventories) less Restricted, less Assigned (i.e. allocated to cover budget deficit in subsequent year)

"General fund expenditures" used in the calculations will include all general fund expenditures and operating transfers for the fiscal period (see audit report: "Total expenditures" and under "Other financing sources (uses)" see "Transfers out"). Total Expenditures plus transfers out (note: transfers in are revenues – i.e. incoming from food service and proceeds from sale of capital assets would be excluded per the paragraph before.

For Example: Per the audit report for the year ended June 30, 2012: Total expenditures: \$148,767,353 plus transfers out \$969,000 = Total General Fund expenditures of \$149,736,353.

APPENDIX B

SCHOOL CALENDAR

- A. The parties agree to a five year calendar. The number of full days and half days shall remain consistent over the duration of the five year period. Each year the calendar shall be developed and approved by the parties but the number of full and half days are established as noted in the calendar developed for 2013-14 school year. The parties agree that the half days shall be scheduled uniformly across all grades to the maximum extent possible.
- B. There shall be at least two (2), maximum of three (3), evening parent/teacher conferences each semester totaling not more than nine (9) hours for all schools. It is understood that no evening conferences shall extend beyond 9:00 p.m. The scheduling of the parent/teacher conferences shall be done by each building's School Improvement Team in consultation with the Area Directors. In those buildings that scheduled only two (2) parent/teacher conferences each semester, there shall be one (1) evening district-wide in-service program of not more than three (3) hours each semester. The Building Administrator or his/her designee will be in the building during all evening conferences.
- C. Full-time kindergarten teachers shall have double the regular elementary classroom teachers' parent/teacher conference planning time and evening pay. Upon the agreement of the full-time kindergarten teacher and the building principal, two (2) of the evening conferences each semester may be replaced by daytime conferences with the use of a substitute in the classroom subject to the availability of substitutes.
- D. In the event this calendar conflicts with the student instructional day rules and regulations of the Department of Education, the parties agree to mutually determine the manner in which the conflict shall be resolved in order to ensure maximum reimbursement of state aid.

ATTACHMENT TO 2014-2015 CALENDAR

Elementary School, Middle School, and High School Instructional days and hours

Elementary Schools:

Full Day: 164 full student days x 381 minutes = 62,484 minutes =	1,041 hours	24 min.
Half Day: 9 student days x 203 minutes = 1,827 minutes =	30 hours	27 min.
PD:	27 hours	0 min.
Total Hours of Countable Instruction:	1,098 hours	51 minutes

Middle Schools:

The middle school grades located at the High Schools shall follow the HS schedule and the middle school grades located with elementary students shall follow the elementary schedule.

**High Schools:

Full Day: 162 full student days x 385 minutes = 62,370 minutes =	1,039 hours	30 min.
Half Day: 11 student half days x 183 minutes = 2,013 minutes =	33 hours	0 min.
PD:	27 hours	0 min.
Total Hours of Countable Instruction:	1,099 hours	30 minutes

***Changes to the above instructional days require a contract deviation approval by Professional Council.**

****Schools may have altered hours and minutes due to modified exam schedules. This requires a contract deviation be approved by Professional Council.**

*****Off-site programs are required to meet the 1098 obligations unless approved waivers/deviations are approved by the appropriate entities.**

Both parties agree that if a teacher completes all required duties on the last student day or prior to the last scheduled duty day (records day in June), said LSEA member is not required to report for the remainder of the remaining day(s) provided the closing procedure checklist has been signed by the principal or the principal's designee.

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 chairperson, the building principal, and the Director of Curriculum.

Type I (40 Students)

High School

Physical Education
Typing

Middle School

Physical Education
Typing
Re-Entry

Type II (35 Students)

High School

English:

World Lit.
English Lit.
American Lit.
Contemp. Lit.
Short Stories
Acting & Directing

Social Studies:

World History
Humanities
Economics
Sociology
Psychology
Philosophy
Anthropology
Enriched U.S. History
Applied Economics

Math:

Trig.
Analysis
Geometry 2-3
Algebra 3, 4
Enriched Algebra

Business:

Bus. Law

Music:

Beginning Band

Science

Middle School

Comm. Arts 1, 2

8 Soc. Stud. Elective

7, 8 E. Soc. Studies

7, 8 E. Math

Beginning Band

7, 8 Enriched Science

Type III (33 Students)

High School

English:

Speech
Drama
Bus. English
(Gen.) English 10, 11, 12
Power Reading
Practical English
Mass Media
9 Enriched English
Adv. Placement/Honors Eng.

Social Studies

U.S. History 1, 2, 3
Am. Govt.
Global Studies
Adv. Placement/Honors History
Law Seminar
Legislative Intern
Practical Law

Math:

Bus. Math
Pre-Algebra
Algebra 1, 2
Algebra 1c, 2c
Geometry 1
Math for Daily Living
Calculus

Science:

Biology
Adv. Biology
Chemistry
Adv. Chemistry
Adv. Placement Chemistry
Physics
Adv. Physics

Computer:

Comp. Prog.
Intro. to Computers
Intro. to Data Processing
D. P. Lab

Art:

Gen. Art
Crafts
Design
Adv. Art
Art Studio
Draw/Paint

Middle School

Speech
Drama
7 English
8 English
7, 8 Enriched English

7 Soc. Studies
8 Soc. Studies

7 Math
8 Math

7 Science
8 Science

6, 7, 8 Art

2/3 Dim. Art
Art Survey
Sculpture
Jewelry

Business:

Shorthand
Marketing
Bookkeeping
Consumer Ed.
Accounting
Gen. Business

Life Management:

Family Living
Child Development
Parenting
Consumer Ed.
Life Mgt. Studies
Personal Relations

Foreign Language:

Latin
Spanish
French
German
Russian

French
German
Spanish
Latin

Industrial Arts:

Drafting
Gen. Home Maint.
Electronics

Drafting

Others:

Health
Essen. Health & Living
Guidance/9th Prep.

Consumer Education
Exploratory Elective
Computers

Type IV (29 Students)

High School

English:

Adv. Comp.
9 English
Publications
Journalism
Writing
Bilingual
Adv. Placement English
Writing Composition

Math:

Concepts 2
General Math
Exploratory Geometry
Transition Math

Middle School

Journalism
Bilingual

Science:

Natural Science
 Physical Science
 Nat. Phy. Science
 Nat. Biol. Science

Life Management:

Clothing
 Foods

Business:

Record Keeping

Industrial Arts:

Woods
 Metals
 Graphics
 Photography
 Graphic Productions
 Power Mechanics
 Residential Construction

Social Studies:

Bilingual

Homemaking
 Exploring Homemaking
 Beg. Home Economics
 Life Skills
 Self-Awareness
 Nutrition/Foods
 Cont. Clothing
 6 Homemaking

Intro. to Industrial Arts
 Graphics
 Woods
 Metals

6th Grade:

English
 Math
 Social Studies
 Science
 Reading

Type V (24 Students)**High School****Vocational:**

Accounting & Computing
 Auto Body Repair
 Auto Mechanics
 Business Data Processing
 Child Care Services
 Commercial Art
 Construction Trades
 Cosmetology
 Dental Assisting
 Drafting
 Electrical & Electronics
 Food Management
 Graphic Arts
 Heating & Air Cond. & Refrig.
 Horticulture
 Machine Tool
 Marketing & Distribution (DE)
 Nursing Assisting (Hosp. Serv.)

Middle School

Physical Plant
Radio & Television
Secretarial Programs
Clerical Programs
Small Engine

English:

Fund. English

Music:

Chamber Music

Type VI (22 Students)

High School

English:

Reading Impr. Classes
Debate/Forensics

Math:

Fund. Math
Concepts 1
Comp. Math
Applications of Math

Other:

Driver Education

Middle School

Reading Impr. Classes

Fund. Math
Basic Math

Teachers in the Bilingual Instructional Center (BIC) shall not have more than twenty-six (26) students at one time.

Vocational senior co-op coordinators shall be assigned a maximum of one (1) student for each twenty (20) minutes of scheduled coordinating time per week.

None of these maximums shall apply to music or study hall.

Sixth-grade self-contained rooms shall have a maximum of twenty-nine (29) students to one (1) teacher. Sixth-grade teams shall have a maximum class size ratio of twenty-nine (29) students to one (1) teacher. Departmentalized sixth grades shall have a maximum class size ratio of twenty-nine (29) students to one (1) teacher.

Seventh-grade teams shall have a maximum class size ratio of thirty-three (33) students to one (1) teacher.

Hill Center for Academics and Technology

It is hereby agreed that, before the end of each academic year, each vocational teacher at the Hill Center for Academics and Technology maybe offered an opportunity to sign a "Class Size Waiver" for the following academic year. If the teacher signs the offered waiver, the following conditions shall be applicable for the academic year to which the waiver applies.

1. The class size maximum for the teacher's class shall be increased from twenty-four (24) to thirty (30).
2. An ISS Instructional Assistant shall be assigned to each three-hour block where class size exceeds twenty-four (24).
3. Assignment of specific ISS Instructional Assistants to teachers under this Agreement shall not be made without consultation with the teacher to whom the proposed ISS Instructional Assistant is to be assigned.
4. It is understood that, at the discretion of the administration, it may be necessary for teachers to determine whether they wish to sign a "Class Size Waiver" for the upcoming academic year as early as November of the preceding academic year in order to comply with funding timelines. The parties also agree that, if a teacher signs such a waiver for a given academic year and later, that teacher resigns, dies, transfers, is reassigned, or leaves the assignment for some other reason, the waiver is valid for the succeeding academic year in that class and is binding on the teacher who succeeds to that assignment.

APPENDIX D

NOTICE TO USE A ONE-DAY LEAVE WITH PAY

TO:

(BUILDING PRINCIPAL)

I INTEND TO TAKE A ONE-DAY LEAVE WITH PAY ON

THIS LEAVE IS TO BE USED TO CONDUCT PERSONAL BUSINESS, WHICH CANNOT BE SCHEDULED AT A TIME OTHER THAN DURING MY SCHEDULED WORK HOURS.

IF THIS DAY IS IN THE FIRST OR LAST WEEK OF A SEMESTER OR THE DAY BEFORE OR AFTER A HOLIDAY OR VACATION, THE PRINCIPAL NEEDS TO APPROVE EMERGENCY USE BELOW.

I INTEND TO TAKE A FLOATING HOLIDAY ON

(MUST HAVE ACCUMULATED 100 SICK DAYS AS OF LAST JUNE 30).

IF THIS DAY IS IN THE FIRST OR LAST WEEK OF A SEMESTER OR THE DAY BEFORE OR AFTER A HOLIDAY OR VACATION, THE PRINCIPAL NEEDS TO APPROVE EMERGENCY USE BELOW.

EMPLOYEE

DATE SIGNED

APPROVED

APPROVED AS EMERGENCY

PRINCIPAL/SUPERVISOR

DATE APPROVED

APPENDIX F

YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons for Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

1. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or

Continuing treatment by a health care provider, which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:
2. A health condition (including treatment therefore, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - treatment two or more times by or under the supervision of a health care provider; or
 - one treatment by a health care provider with a continuing regimen of treatment; or
3. Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
4. A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
5. A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
6. Any absences to receive multiple treatments for restorative surgery or for a condition which would likely

result in a period of incapacity of more than three days is not treated (e.g., chemotherapy or radiation treatments for cancer).

Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable".
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job Benefits and Protection:

- For the duration of the FMLA leave, the employer may maintain the employee's health coverage under any "group health plan".
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts by Employers:

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violation.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For Additional Information:

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

[From Federal Register "Notice to Employees of Rights Under FMLA"]

APPENDIX G

LANSING SCHOOL DISTRICT/LANSING SCHOOLS EDUCATION ASSOCIATION

ANCILLARY STAFF APPLICANT SCREENING GRID

Applicant's Name _____ **Date** _____

Degree Status _____

Rating Scale:

5 = Outstanding 4 = Above Average 3 = Average/Good 2 = Below Average 1 = Unsatisfactory

Variables	Rating (1-5) x	Weighting	= Score
*1. Letter/Application		1	
*2. Resume		1	
3. Certification Areas		1	
*4. Letters of Recommendation (Content, tone, timelines)		1	
*5. References (Position of authors)		1	
*6. Student Teaching		1	
7. Teaching Experience—Lansing		3	
8. Substitute Experience—Lansing		1	
9. Teaching Experience—Elsewhere		1	
10. Other LSD Service		1	
11. Specific Experience in Area		2	
12. Honors/Recognition/Community Service		1	
13. Extra-Duty Potential		1	
14. Experience with Ethically/Culturally Diverse Student Populations		3	
15. Perform Co-Curricular Assignment in Building		1	

Comments:

Total

Screener _____

***LSEA UNIT MEMBERS SHALL BE RATED 5'S IN EACH ASTERISKED AREA.**

LANSING SCHOOL DISTRICT ANCILLARY STAFF APPLICANT SCREENING GRID

RATING CRITERIA

5 = OUTSTANDING 4 = ABOVE AVERAGE 3 = AVERAGE/GOOD 2 = BELOW AVERAGE 1 = UNSATISFACTORY

RATING

***1. LETTER/APPLICATION**

- 4-5** - LETTER/APPLICATION GIVES A BRIEF BACKGROUND OF TRAINING AND EXPERIENCE AND SPECIFICALLY OUTLINES THE CAREER OBJECTIVES BEING PURSUED. LETTER/APPLICATION HAS EXCELLENT STRUCTURE, STYLE, SPELLING, ETC.
- 3** - LETTER/APPLICATION IS GENERAL AND OFFERS SATISFACTORY STRUCTURE, STYLE, SPELLING, ETC.
- 1-2** - LETTER/APPLICATION IS VERY GENERAL AND/OR HAS FLAWS IN STRUCTURE, STYLE, SPELLING, ETC., AND INFORMATION IS INCOMPLETE.
- 0** - NO LETTER OR APPLICATION INCLUDED.

***2. RESUME**

- 4-5** - GOOD FORMAT, GIVES A CONCISE BUT COMPREHENSIVE PICTURE OF THE CANDIDATE. STRUCTURE, STYLE, SPELLING, ETC., ARE FLAWLESS.
- 3** - AVERAGE IN STYLE AND DESIGN. NOT VERY CONCISE/LENGTHY. DOES NOT GIVE AS GOOD OF A TOTAL PICTURE OF THE CANDIDATE.
- 1-2** - VERY SKETCHY. NOT VERY INFORMATIVE AND/OR HAS FLAWS IN STRUCTURE, STYLE, AND SPELLING.
- 0** - NO RESUME INCLUDED.

3. CERTIFICATION AREAS

- 4-5** - COMPLEMENTARY MAJORS/MINORS; WIDE CERTIFICATION AREAS; DOUBLE CERTIFICATION, CERTIFICATES IN SHORT SUPPLY.
- 3** - MAJOR AND MINOR AND ONE LEVEL OF CERTIFICATION.
- 1-2** - EITHER A MAJOR OR MINOR WHICH WOULD NOT BE USEFUL IN THE OVERALL PROGRAM.

***4. LETTERS OF RECOMMENDATION (CONTENT, TONE, TIMELINES)**

- 4-5** - AT LEAST THREE LETTERS WHICH ARE CLEAR AND HIGHLY COMPLIMENTARY, CURRENT (LESS THAN A YEAR OLD), AND CONTAIN A STRONG RECOMMENDATION FOR HIRE.
- 3** - AT LEAST TWO LETTERS WHICH ARE POSITIVE BUT THE TONE OF WHICH REPRESENTS AN AVERAGE FEELING AND/OR RECOMMENDATION.
- 1-2** - LESS THAN TWO LETTERS OR LETTER WHICH EXPRESS A MESSAGE OF CAUTION ON THE PART OF THE AUTHOR.
- 0** - NO LETTERS OF RECOMMENDATION INCLUDED.

***5. REFERENCES (POSITION OF AUTHORS)**

- 4-5** - RECOMMENDING AUTHORS AND OTHER REFERENCES ARE CREDIBLE PERSONS DIRECTLY INVOLVED IN EDUCATION AND HAVE DIRECT KNOWLEDGE OF THE APPLICANT'S ABILITY TO PERFORM.
- 3** - REFERENCES ARE PERSONS INVOLVED IN EDUCATION AND HAVE SOME FAMILIARITY WITH THE APPLICANT'S BACKGROUND.
- 1-2** - REFERENCES HAVE LITTLE OR NO CONNECTION WITH EDUCATION AND ONLY A VAGUE FAMILIARITY WITH THE APPLICANT'S PAST JOB PERFORMANCE.

***6. STUDENT TEACHING**

- 4-5** - STUDENT TEACHING REPORT INDICATES AN ABOVE AVERAGE RATING IN MOST AREAS RATED AND INCLUDES A STRONG NARRATIVE RECOMMENDATION BY THE SUPERVISING TEACHER.
- 3** - STUDENT TEACHING REPORT INDICATES AVERAGE TO GOOD RATINGS IN MOST AREAS AND INCLUDES A NARRATIVE REFLECTING ACCEPTABLE PERFORMANCE.
- 1-2** - STUDENT TEACHING REPORT REFLECTS A CONCERN REGARDING CERTAIN ASPECTS OF TEACHER QUALIFICATIONS SUCH AS CLASS CONTROL, LESSON ORGANIZATION, TEACHING TECHNIQUES, ATTENDANCE, ETC.

***LSEA UNIT MEMBERS SHALL BE RATED 5'S IN EACH ASTERISKED AREA**

APPENDIX H

MENTOR TEACHER/PROBATIONARY TEACHER SUPPORT ACTIVITY LOG

Probationary Teacher: _____

Building Assignment: _____

School Year: _____

Mentor Teacher: _____

DATE OF ACTIVITY	NATURE/PURPOSE OF ACTIVITY*	CONTACT HOURS	MENTOR TEACHER'S INITIAL	NEW TEACHER'S INITIALS
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Support activities: List number of the support activity description that best fits the nature or purpose of the activity you are recording

1. Observation of probationary teacher's classroom
2. Observation of mentor teacher's classroom by probationary teacher
3. Observation by mentor teacher and probationary teacher in another classroom
4. Mentor model teaching in the probationary teacher's classroom
5. Consultation session on probationary teacher's questions
6. Orientation session for probationary teacher
7. Regularly scheduled coaching/strategy session on skill improvement
8. Consultation concerning professional development priorities for the probationary teacher
9. Feedback conference resulting from observations and other teacher/classroom visits
10. Other forms of support

APPENDIX I

JOINTLY DEVELOPED EMPLOYEE HANDBOOK COMPONENTS

The Lansing School District publishes an employee handbook that presents information, procedures and direction on various issues impacting bargaining unit members. Although the handbook is the exclusive work of the administration, there may be times, when by mutual agreement of the parties, certain topics and the language on these topics are included in the handbook. Subsequent modifications and/or the elimination of this language shall be determined only through action of the LSD/LSEA Professional Council. The following handbook topics are to be included in the handbook:

1. Information regarding personnel records and access to same.
2. Respectful treatment of employees by the administration and vice versa.
3. Parent communication at meetings with teachers.

While inclusion of these topics in the handbook has been agreed to by the parties, the parties recognize that handbook issues are not grievable unless they violate a specific section of this Agreement.

APPENDIX J

TUITION REIMBURSEMENT

Any currently employed LSEA teacher who possess Michigan certification as a regular education elementary or secondary teacher and who voluntarily accepts assignment to a special education classroom/program is eligible to receive reimbursement for coursework completed toward securing certification as a special education teacher.

The Board shall reimburse only those teachers who complete a sufficient amount of coursework each year to obtain and retain annual emergency authorization to teach special education in accordance with rules and regulations promulgated by the Michigan Department of Education.

Teachers reimbursed for such coursework agree to accept assignment in special education during the period of time it takes to secure special education certificate endorsement and for at least two (2) additional years once a teacher acquires a special education endorsement. Exceptions may be approved by the mutual consent of the parties, however, the teacher shall refund to the district any tuition support received.

Upon completion of a course(s) and receipt of at least a 3.0 grade, the teacher shall submit proof of tuition payment and an academic transcript that posts the successfully completed credit from his/her college/university to the LSD chief administrator for human resources.

The LSD agrees to reimburse no more than fifteen (15) teachers at one time the full tuition paid for a maximum of six (6) credit hours per school year at the graduate credit rate completed toward the acquisition of the special education endorsement on the teaching certificate.

Any teacher discontinuing coursework progress, failing to complete sufficient annual coursework credit, or wishing to return to a regular classroom assignment prior to completing a special education endorsement shall be considered unassigned and will be placed on the displaced teacher list for the purpose of reassignment. In such circumstances, the teacher shall refund to the district any tuition support received.

LSEA Teacher Special Education Tuition Reimbursement

Qualification for Reimbursement:

1. Must possess a Michigan certification as an education elementary or secondary teacher.
2. Must voluntarily accept assignment to a special education classroom/program and agree to the special education assignment for the period of time it takes to secure special education certificate endorsement and for at least two (2) additional years once you acquire a special education endorsement.
3. Must receive a 3.0 grade.
4. Must submit transcripts that post the successfully completed credit from an accredited college/university.
5. Must submit proof of tuition payment.

LSD agrees to reimburse a maximum of six (6) credit hours per school year at the graduate rate completed toward the acquisition of the special education endorsement on the teaching certificate (cost per credit shall not exceed the current U of M/MSU graduate credit rate whichever is greater; per LOA dated January 10, 2005).

Employee Name: _____ Date: _____

Position: _____ Location: _____

College/University: _____

Course(s)	Credit Hours	Date Completed	GPA	(HR Only) Approval for Reimbursement
				'\$
				'\$
				'\$
				'\$

Employee Signature: _____

Credit Hours Approved for reimbursement: _____ Total Amount Approved: \$ _____

Human Resource Approval: _____

Human Resource Use Only

Transcript(s) Received
 Proof of Payment(s) Received

APPENDIX K

DISPLACED ANCILLARY STAFF PROCESS

The following procedure will be applied when there is a need to reduce one or more ancillary staff assignments in a building.

1. Central Administration determines which grade or program is to be reduced or eliminated. (Go to step 2.)
2. If there is more than one ancillary staff person holding a position where a reduction is to take place, a volunteer is sought from those holding the positions. (Go to step 3.)
3. If there is no volunteer or only one person holds the position to be reduced, then the least senior person holding the ancillary staff assignment to be reduced will be “unassigned” for the purposes of staffing in the building. If there are one or more volunteers, then the most senior volunteer will be unassigned. (Go to step 4.)
4. After voluntary reassignment of staff with administrative approval has occurred, the unassigned ancillary staff then selects from the “open positions” in the building in which they are qualified to take in the order of seniority, from most senior to least senior if more than one unassigned ancillary staff person exists. (Go to step 5.)
5. If there are no “open positions” for the unassigned ancillary staff to select from for which they are qualified, volunteers from the rest of the ancillary staff are to be sought who may desire to leave the building resulting in an additional open position(s). If there are no volunteers to leave the building and no open ancillary staff positions exist that the unassigned ancillary staff are qualified to fill, then go to step 6.
6. If no “open positions” exist, then the unassigned ancillary staff has the right to “bump” the least senior ancillary staff in the building who is in an assignment in which the unassigned ancillary staff is qualified to teach. In the case where two or more ancillary staff are unassigned and the unassigned ancillary staff are not the least senior in the building, the most senior unassigned ancillary staff selects first from the positions held by the ancillary staff who are about to be “bumped.”
7. If the ancillary staff who were bumped by the unassigned ancillary staff are the least senior in the building, then they go to the Displaced Ancillary Staff Pool for the purposes of staffing. If they are not the least senior ancillary staff in the building and there is a position in the building held by a less senior ancillary staff, then the “bumped” ancillary staff has the right to bump the least senior ancillary staff holding a position for which they are qualified.

Full-time ancillary staff (1.0) who are split between buildings shall have the same rights regarding this process as if they were full time in the building. Therefore, this process may result in ancillary staff moving from a “split” assignment into a full-time assignment through the displaced ancillary staff process.

APPENDIX L

LSD/LSEA LETTER OF UNDERSTANDING DISPLACED PROCESS FOR LSEA HOURLY GROUP

When it becomes necessary to reduce or eliminate LSEA Hourly Positions, the following terms and understandings shall be the LSEA Hourly staffing process.

1. LSEA Hourly staff shall retain the maximum number of hours at the highest hourly rate of pay in accordance with seniority and qualifications to perform assignments.
2. Each distinct group of LSEA hourly assignments shall be regarded as a "school" for purposes of staffing. At the present time, the following LSEA Hourly assignment groups exist: Student Assistance Providers, At-Risk Specialists, Community Activity Coordinators, After-School Specialists, MSRP Teachers, Michigan Works – WIA, Violence Prevention Specialists, PT Assistants, Special Education COTAs, Ebersole Center Naturalists, Hill Support/Case/Placement Specialists.
3. When it is apparent that one or more positions within an assignment group are being reduced or eliminated, volunteers will be sought for reassignment or layoff.
4. When no one within an assignment group volunteers for displacement or layoff, the most senior displaced person within the assignment group shall either: a) take a vacant position within that group or b) bump the least senior position within the group, if there are no vacant positions. Once this process is completed, the least senior person(s) within the assignment group shall then become displaced from that assignment group.
5. All staff displaced from an assignment group may select reassignment to open positions within other LSEA hourly assignment groups by seniority, provided they meet the qualifications for the open position.
6. If no open positions exist within other assignment groups, displaced LSEA hourly personnel may bump the least senior LSEA hourly person within an assignment group for which they qualify that offers the closest approximate earnings potential (hours and hourly rate of pay) to the position from which the displaced LSEA hourly person has been displaced.
7. The least senior LSEA hourly personnel bumped out of assignment groups who have no further bumping options by way of seniority shall be placed on lay-off.

APPENDIX M

**Letter of Understanding Between
LSEA and Lansing School District's GSRP Program
October 22, 2009**

Both parties agree that the new language in the 2009-2011 contract regarding the GSRP (Great Start Readiness Program) being brought into the LSEA salary group is intended to maintain the integrity of the grant. In fact the language states "GSRP teachers will remain as a group within themselves . . . and will continue to follow the current grant requirements . . .". The staff will follow the 'calendar' of the salaried staff but the student and staff days will be reflective of that required within the grant (number of total duty days will coincide with the Salary Contract but student contact days will be driven by the grant requirements).

GSRP Teachers:

- GSRP teachers are not entitled to the release time described in Article 8 (art, music, PE, and media).
- The three additional work days associated with LSEA hourly personnel will not apply to the GSRP teacher as they are now on professional hours.
- Their report and ending times do not change and their responsibilities remain defined by the grant.
- GSRP teachers who teach a full-day classroom will have a 40 minute duty free lunch period.
- GSRP teachers, who teach 2 half-day classrooms, will have a 40 minute duty free lunch period with an additional 20 minutes for planning (total 60 minutes) each student day.

GSRP Specialist:

- The GSRP specialist will be paid on the MA Step 1 – 3 scale. The placement on the scale will be reflective of the years of service with the district up to step three (3).
- The GSRP specialist will work an additional 20 days in the summer (8 hours/day) to be determined in collaboration with his/her supervisor. This pay will be at the summer school rate of pay.

This document may be modified by the parties upon written agreement at least 30-days prior to the end of the 2009-10 school year.

For the District

Signed

Date

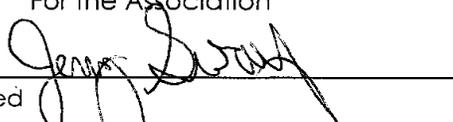


12-8-09

For the Association

Signed

Date



12/10/09

APPENDIX N

Letter of Agreement
Between
Lansing School District (LSD)
And
LSEA, LAES and LEA



May 30, 2014

Whereas, the Lansing School District and the LSEA, LAES and LEA desire to assure the School District's compliance with PA 152, as amended December 30, 2013, and simultaneously preserve the economic value of their originally negotiated agreement, to the benefit of the respective parties, in the manner described herein:

Therefore, they agree as follows:

1. Effective as of January 1, 2014, the District's contribution to annual health insurance costs shall not exceed the maximum amounts permitted by 2011 PA 152 as amended, and individuals with one non-spouse dependent shall be included within the same subscriber category as individuals with spouse coverage, for all purposes required by PA 152, and eligible employees receiving PAK A health insurance benefits shall contribute the balance of the cost via payroll deductions;
2. In June 2014, the District shall contribute to a "PAK B Pool" within each unit, the difference between the dollar amount the District would have contributed towards health insurance for each eligible individual with one non-spouse dependent, but for 2013 PA 270, between January 1 and June 30, 2014, and the amount actually contributed for such time period, as applicable;
3. The funds within the PAK B Pool shall then be credited to offset employees' 10% contributions for 2013-2014 PAK B premium costs incurred by employees who also received PAK A coverage;
4. Except as stated in paragraph 6, the PAK B pool shall not be used to pay for, offset or reimburse annual costs toward the annual employee health insurance costs as defined by PA 152, as amended;
5. For the 2014-2015 and 2015-16 school medical benefit plan coverage years, beginning July 1, 2014, and ending June 30, 2016, the same process shall be repeated within the LAES and LEA bargaining units;
6. For the LSEA, or the 2014-2016 school year, consistent with the above principles, the following is agreed upon with the understanding that the amount of

Full cap amounts
to include max
increase under
medical component
of CPI
D.Z.
6/6/14