

AGREEMENT

between the

EAST LANSING BOARD OF EDUCATION

and the

EAST LANSING EDUCATION ASSOCIATION,
INGHAM CLINTON EDUCATION ASSOCIATION,
MEA/NEA

Covering the period

July 1, 2009 through June 30, 2012

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PROFESSIONAL AGREEMENT

This Agreement is entered into August 24, 2009, by and between the Board of Education of the School District of the City of East Lansing, Ingham and Clinton Counties, Michigan hereinafter called the "Board" and the East Lansing Education Association, Ingham Clinton Education Association, MEA/NEA, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of East Lansing is their responsibility and mutual aim, and that the character of such education depends significantly upon the quality and morale of the teaching personnel, and that the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties following extended and deliberate professional negotiations have reached certain understandings which they desire to memorialize and reduce to writing;

In consideration of the following mutual covenants, now, therefore, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in, Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure and probation, classroom

teachers, elementary and middle school special area teachers in art, music and physical education, teacher coordinators, except as specified below, department chairpersons, guidance counselors, secondary librarians, speech therapists, school social workers, school nurses, school psychologists employed by the Board (whether or not assigned to a public school building) but excluding the Superintendent, Deputy Superintendent(s), directors, administrative assistants, principals, assistant principals, reading coordinators, coordinator of student activities, supervisors, administrative interns, office and clerical employees, substitute teachers and temporary teachers, except as provided in Section E of Article I and Article XXIV, Section B, custodians, maintenance and food service employees, aides, monitors, staff personnel, bus drivers, and all others.

- B. Definitions – When used in this Agreement, the term:
1. “Teacher” shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
 2. “Substitute teacher” shall refer to an individual working in a bargaining unit position for which a teacher has a contractual right to return.
 3. “Temporary teacher” shall refer to an individual working in a bargaining unit position which is unfilled and for which there is no teacher with a contractual right to return.
- C. The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement.
- D. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and provided the Association has been given an opportunity to be present at such adjustment.
- E. Whenever a substitute or temporary teacher continues to be employed for more than sixty days (60) consecutive school days for one teacher in the same school, said substitute or temporary teacher will be entitled to the salary and fringe benefits provided in this Agreement to the extent permitted under applicable Revised School Code and except for any restrictions imposed by insurance carrier(s). Individuals who serve as substitute or temporary teachers shall not earn seniority credit on the salary schedule or be considered in any way a part of the teaching staff for the purpose of vacancies, promotions and transfers under this Agreement.
- F. For the purpose of this section, a “day” shall be counted on each occasion that a substitute or temporary teacher performs and is paid for services during the working day of the regular teacher for whom the substitute or temporary teacher is filling in for and is subject to pro-ration per Section 1236 (5) of the Revised School Code.

- G. No administrator shall be assigned teaching duties.

ARTICLE II

Association and Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board as defined in Article I hereof shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly nor indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association agrees it will not directly nor indirectly coerce or intimidate any teacher to join the Association.
- C. The Board and Association specifically recognize the mutual right to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such a public agency, or an arbitrator appointed pursuant to the terms of this Agreement, and both parties agree to be bound by any lawful order or award thereof.
- D. The Association shall have the right to use school building facilities for meetings at all reasonable hours and the equipment normally available for teachers' use at all reasonable hours without cost for Association business. The Association shall pay for the reasonable cost of all materials and supplies incident to the use of said equipment. Use of facilities and equipment shall not interfere with the instructional program.
- E. Bulletin boards and other established means of communication shall be made available to the Association and its members.
- F. The Association agrees to reimburse the Board for any damages to school equipment entrusted to its use or care upon competent proof that the Association or one of its members intentionally caused any damage to said equipment. Any dispute which may arise as to liability or damages shall be subject to the grievance and arbitration provisions set forth in Article XIX of this Agreement.

- G. The second and fourth Monday of every month shall be reserved for Association meetings after school hours, and the Board agrees that mutually acceptable meeting rooms, when not previously scheduled, shall be made available to the Association without cost.
- H. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including, but not limited to: annual financial reports and audits, a register of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all Board meetings, treasurer's reports, and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers, community and students, together with information which may be necessary for the Association to process any grievance or complaint.
- I. The provisions of this Agreement and the policies and practices of the school district shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, color, national origin, religious beliefs, creed, sexual orientation, residence, qualifying disability, political activities, professional association activity, age, marital status, or gender.
- J. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without discrimination in the same manner as stated in the above paragraph and to seek to achieve full equality of educational opportunity for all pupils.
- K. Nothing contained herein shall be construed to deny or restrict to any teacher those rights granted under the Michigan Revised School Code. The rights granted the teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- L. Information regarding a teacher's performance in extracurricular activities shall be included in his/her personnel file if the information relates to those professional and personal characteristics associated with his/her regular assignment. Information which relates only to those skills necessary for performance in extracurricular assignments shall be kept in a separate file and shall have no negative effect or impact on evaluating the teacher's regular assignment.
- M. Each teacher or member of the bargaining unit, as defined in this Agreement, shall have the right upon request to review the contents of his/her personnel file.
 - 1. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The teacher and the representative of the Association, if any, shall review said file in the office of the administrator responsible for the safekeeping of said confidential credentials.

2. Letters of reference from universities, individuals, or previous employers are specifically exempt from review unless the Board or any of its agents, supervisors, or administrators rest any decision or discipline in any form on the contents of such confidential credentials or said letters of reference. Under those circumstances said teacher shall have full opportunity to examine such documents and offer such explanation as said teacher deems necessary or warranted.
 3. The administrator in charge of the personnel file shall, in the presence of the teacher or the representative of the Association, if any, remove the confidential credentials, letters of reference from universities, individuals, or previous employers from the file prior to a review of same by the teacher and the Association Representative, if any, except when said confidential credentials or letters of reference are utilized or made the basis of any administrative decision or discipline in any form.
 4. All communications, including evaluations by East Lansing Public Schools administrators, commendations, or validated complaints directed toward the teacher which are included in the personnel file shall be called to the teacher's attention. The teacher shall have an opportunity to review same at or prior to the time of inclusion in the personnel file.
 5. If the administration receives a complaint regarding a teacher from someone other than a school official, the administration shall notify the teacher of the complaint and investigate its validity. If the administration determines that the complaint is substantiated, the teacher shall be notified in writing of the administrative action taken. If a grievance is filed over a disciplinary action taken against a teacher resulting from such a complaint, it shall be deemed to be at Level Two of the Grievance Procedures.
- N. A teacher is entitled, and may request, to have an Association Representative present when said teacher is being warned, reprimanded or disciplined for any reason. When a request for said representative is made by the teacher, disciplinary action shall be suspended for a period not to exceed one (1) school day in order to give the teacher an opportunity to arrange to have an Association Representative present.
1. Any warning, reprimand or disciplinary action made verbally to a teacher may, at that teacher's request, be reduced to writing and shall become formal.
 2. All written material which is of a disciplinary nature, and which is to be inserted into the personnel file, shall be called to the teacher's attention.
 - a. A bargaining unit member shall be given the opportunity to review and sign such material(s) at or prior to the time of its inclusion in the personnel file. A copy of the material(s) shall be provided to the

bargaining unit member and shall include a notation that a copy is to be inserted into the personnel file.

- b. The bargaining unit member's signature shall not be interpreted to mean agreement with the content of said material(s), but shall be interpreted to mean that the bargaining unit member has reviewed the same.
 - c. If a bargaining unit member refuses to sign material(s) intended to be inserted into the personnel file of that member, the material(s) may be inserted into the personnel file without the bargaining unit member's signature provided that it is accompanied by written notation that the bargaining unit member refused to sign and, provided further, that the Association President is notified of the employer's action at the time the material is inserted into the personnel file.
3. When in the teacher's opinion, inaccurate or misleading documentation is to be inserted into said teacher's personnel file, the teacher shall have the option to submit a written notation which specifically identifies and addresses briefly the statement believed to be inaccurate or misleading. Such notation shall be submitted within seven (7) calendar days of receipt of said documentation and shall be inserted into the personnel file.
 4. Only letters of direction, formal warning, reprimand or disciplinary action may be used in any future matters.

ARTICLE III

Board Rights

- A. There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions of the State of Michigan and the United States except where expressly limited by the provisions of this Agreement.
- B. The Board retains the rights, among others, to the executive management and administration of its properties and facilities, to establish and equitably enforce reasonable rules and personnel policies relating to the hiring, duties and responsibilities of teachers and matters of curriculum and educational policies which are not inconsistent with the provisions of this Agreement or violative of law. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.
- C. It is agreed that the determination of class schedules, the hours of instruction and the assignments of teachers shall be made by the administration.

ARTICLE IV

Strike Prohibition

The Association shall at no time direct, instigate, participate in, encourage, or support any strike, work stoppage, or sanction of any type against the Board or the school district by any teacher or group of teachers. Any withholding of services or work stoppage encouraged, authorized, or supported by the Association while grievance procedures are in the process shall constitute the basis for immediate discontinuance of the grievance process.

ARTICLE V

Payroll Deductions

- A. All bargaining unit members within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a membership dues or service fee to the Association, pursuant to the Association's policies and procedures. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, upon completion of the procedures set forth below, pursuant to MCLA 408.477; MSA 17.277 (7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.
1. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction will be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
 - c. The Board, upon receipt of a written request by the Association for involuntary deduction, shall provide the affected bargaining unit member with an opportunity for a due process hearing. This hearing will be conducted within fifteen (15) days of the Association request to the Board to make the deduction. The hearing will be concluded no later than five (5) days after the hearing commences. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or has authorized payroll deduction of same.

- B. In the event that the Board is prohibited by law or legal decision to deduct the service fee from a bargaining unit member who does not pay or authorize the deduction of the service fee, the Board, at the request of the Association, shall terminate the employment of such bargaining unit member upon the written request of the Association and after observance of procedural due process. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- C. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the Grievance Procedures in this Agreement.
- D. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in the Article relating to the payment of the service fee by non-members shall be activated at least thirty (30) days following the Association's notification to non-members and the Board of the fee for that given school year. It is agreed that the employee remains obligated for the entire annual service fee which shall be deducted in the remaining pay periods of the school year.
- E. The Board shall deduct such dues in twenty (20) consecutive pay periods commencing with the second pay period in September of each year. If notification of the dues or service fee amount is received after the second pay in September, the Board shall deduct such dues or service fees from the remaining pay periods through the end of the school year. Such sums deducted as dues or as a service fee, shall be remitted not less frequently than monthly to the Michigan Education Association, accompanied by a list of teachers from whom the deductions have been made.
- F. The Association shall hold the Board harmless for any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained provided the Board cooperates in defense of any claim. It is understood that the Association shall have the right to compromise claims, which may arise under this save harmless clause.
- G. Requests for payroll deductions or reductions other than dues and service fees shall be in writing. The Board assumes only the responsibility for the remittance of the amount specified by the employee. The Board shall be held harmless from violations of the tax code relating to tax sheltered annuity limitations.
- H. The Board agrees to deduct twice each month premiums for tax-deferred annuities (TDA) which are paid solely by the teacher, and to remit such

premiums to the designated insurance company within one (1) week following the deduction, subject to the following conditions:

1. If the TDA vendor chosen by the teacher is not on the district's list of TDA vendors, it will be added to the list when a minimum of five (5) employees elect to establish a TDA relationship with that vendor. In no case shall the number of TDA vendors exceed forty-one (41). Each employee shall be limited to one (1) TDA vendor.
 2. If less than five (5) employees elect a vendor, that vendor may be removed from the list of vendors which are available for payroll deduction under this Article.
 3. Any failure by the vendor promptly to credit premiums transmitted according to the provisions of this Article, shall be pursued by the teacher directly with the vendor.
- I. The Board agrees to make deductions for the United Way, commencing with the first pay period in January and continuing through the last pay in June, provided that the amount of the contribution to the United Way is \$10.00 or more.

ARTICLE VI

Professional Hours and Class Loads

- A. The teachers' professional day shall be considered as those hours and activities required to perform their professional duties as they occur before, during and/or after the student day. Normally, the teachers' responsibility for being in their assigned building(s) shall not exceed thirty-one (31) hours a week. It is recognized by the Association that each teacher is expected to be punctual and regular in attendance for all assignments indicated in this Article.
- B. Teachers shall be present in their assigned buildings before, during or after the student day at times scheduled for pupil contact, other scheduled student activities, office hours, consulting, advising, counseling, meeting with parents, consultants and other resource personnel, and team planning. No teacher shall be required to accept a regular schedule which allows for an uninterrupted lunch period of less than twenty-five (25) minutes. Lunch periods shall be scheduled within the period from thirty (30) minutes before the beginning to thirty (30) minutes after the end of the student lunch period unless agreed otherwise between the teacher and administration. No teacher shall be required to perform any breakfast, lunch, or food supervision duties.
1. Teachers who elect to leave their assigned building during their unscheduled hours shall give proper notice to the school office prior to their departure and immediately upon their return.
 2. Teachers will be in their assigned building ten (10) minutes prior to their initial daily assignment and ten (10) minutes after their culminating

assignment of the day. Teachers will be punctual and in all cases involving student groups will arrive appropriately before and depart appropriately after the students.

3. All teachers agree to attend building and departmental meetings, staffing, grade-level meetings, I.E.P.C. Committee meetings, open houses and other meetings scheduled and/or approved by the principal. In all but emergency situations, teachers are to receive no less than twenty-four (24) hour notice of meetings. Teachers who travel between buildings shall be assigned to one building for the purpose of attending staff meetings. Administrators will confer periodically with the traveling teachers.
 4. At all levels, Tuesdays will be reserved for building staff meetings. Except in emergencies, no more than four (4) hours per month will be scheduled.
- C. The Association recognizes the valuable contribution made to the educational program by the parent-teacher organizations and/or associations of East Lansing. All teachers, therefore, will make a reasonable effort to attend meetings as scheduled by these organizations or associations.
- D. The normal weekly pupil contact teaching load in the senior high school shall not exceed twenty-five (25) hours and twenty-five (25) minutes and all specially called group meetings, homeroom periods and assemblies shall be within that time.

The normal weekly pupil contact teaching load in the middle school shall not exceed twenty-five (25) hours and twenty-five (25) minutes.

The normal weekly pupil contact teaching load in the elementary schools shall not exceed twenty-five (25) hours and twenty-five (25) minutes.

The criteria used to determine full-time FTE for special area teachers shall be based on the chart listed below as follows:

Minimum Number of Pupil Contact Hours (Any fraction of an hour .5 and above shall be rounded up to the next full hour)	FTE
A minimum of 21 hours to a maximum of 22 hours	1.00
20 hours	.95
19 hours	.90
18 hours	.85
17 hours	.80
16 hours	.75
15 hours	.70
14 hours	.65
13 hours	.60
12 hours	.55

11 hours	.50
10 hours	.45
9 hours	.40
8 hours	.35
7 hours	.30
6 hours	.25
5 hours	.20
4 hours	.15
3 hours	.10
2 hours	.05

The scheduling of special area teachers will take into account that those teachers may have multiple buildings within their assignment. Whenever special area teachers travel between assigned buildings within the work day, their travel time shall be determined cooperatively between the involved teacher and the administration, but shall not be less than fifteen (15) minutes. Travel time shall be included in determining FTE . However, if travel time causes the teacher's pupil contact hours to exceed 22 (i.e. 1.0 FTE), that travel time shall not be a basis for overload or additional compensation unless the teacher's pupil contact hours otherwise exceed 25 hours and 25 minutes per week.

- E. To assure adequate teacher-parent/guardian communication, the parties have designated dates for parent-teacher conferences on the Calendar. The scheduling of teacher-parent/guardian conferences may require that the professional hours limitation be exceeded during the weeks designated for said conferences.
1. The Board agrees to hire a substitute for a minimum of one (1) additional day each semester during the spring and fall parent conference schedule for all full-time kindergarten teachers.
 - a. In the event the teacher(s) cannot reasonably schedule parent conferences for all of the students assigned to him/her, the teacher may, at his/her option, arrange for additional released time through the building principal. The building principal shall not unreasonably withhold approval of said additional released time.
 - b. Part-time kindergarten teachers shall be entitled to released time as referenced herein on a prorated basis.
 2. At the elementary level, parent conferences will be scheduled on the dates designated for that purpose. When parents/guardians or teachers are unable to meet the specified conference dates, teachers will confer no later than December 16 of the first semester and April 16 of the second semester.
 3. At the middle school and high school levels, parent conferences will be scheduled on the dates designated for that purpose, with the scheduled

conference time not to exceed nine (9) hours per semester. When parents or teachers are unable to meet during the specified conference dates, teachers will provide an opportunity to confer during non-school hours up to one week prior to the completion of the grading period in which the specified conference dates occur.

- F. Full-time elementary teachers shall receive 190 minutes of unscheduled time per week in blocks of not less than 20 minutes.
1. Such unscheduled time shall be provided subsequent to the beginning of the students' instructional day and prior to student dismissal.
 2. Classroom teachers will not be required to supervise another teacher's classroom in order to provide such time.
 3. On weekdays when school is not in session, in whole or in part, unscheduled time need not be provided.
 4. The Board and Association recognize elementary schedules may be infrequently altered to accommodate special activities which may cause the interruption of unscheduled time. Whenever reasonably possible, said unscheduled time will be provided at a later time. The administration and staff will work together to keep such cancellations at a minimum.
 5. Staff and administration may, by mutual consent, schedule meetings during unscheduled time.
 6. Elementary teachers employed one-half time or more will have unscheduled planning time prorated. Elementary teachers employed less than one-half time shall have no unscheduled planning time guaranteed.
 7. Special area teachers shall receive 190 minutes of unscheduled planning time per week in blocks of not less than 20 minutes. Special area teachers employed less than full time will be accorded unassigned planning time.
 8. Special area teachers who travel between levels during the day shall be granted one-half ($\frac{1}{2}$) day per semester release time to be used for records. Scheduling of the half day shall be done by mutual agreement between the building principal and the affected teacher. If necessary, additional days may be granted at the discretion of the Director of Personnel.
- G. In the event that the Board determines to alter the length of special area sections, the administration will coordinate with the Association the implementation of those modifications on the assigned special area teachers as those impact the identification of the appropriate FTE on the chart contained in paragraph D of this Article. In March, 2010 the parties will convene to review the operation of the language added to the 2009-2012 Agreement pertaining to special area teachers.

- H. At least one week prior to the beginning of each school year, the parties agree that special area scheduling shall occur and that special area teachers will be invited to participate in said scheduling with the administration.
- ~~G.~~ I. During the contracted days at the beginning and end of the teacher work year, teachers are required to be in attendance from 8:00 a.m. until 4:00 p.m. On any of these days which are not included as Teacher Professional Development time under Article XXII, Section D, the Board shall provide teachers with at least a four (4) hour uninterrupted block of time to work in their classrooms. Within the first orientation day at the beginning of the school year, teachers will be provided with the equivalent of one-half (1/2) day in their classrooms.

ARTICLE VII

Teaching Conditions

- A. The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of the Association, its members and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
- B. When in the professional judgment of a teacher there exists a teacher overload condition, as defined in this Article, the teacher or group of teachers or the association shall have the right to submit a grievance in writing to the building principal. Said grievance shall set forth the reasons why in the teacher, group of teachers, or Association's professional judgment an overload condition exists. Such a grievance shall then be processed in accordance with the procedure below and shall be arbitrable in accordance with the expedited procedure below:
 - 1. A "teacher overload" shall be defined as the assignment of pupils to any teacher or a group of teachers which in total number is, in the professional judgment of the teacher, group of teachers, or Association, excessive; or, as the assignment of pupils to any individual teacher, class, or group which is, in the professional judgment of the teacher, group of teachers, or the Association, excessive. In determining whether a claim of teacher overload exists, the Board and Association agree that the following factors, among others, shall be taken into consideration: individual class size, combined student load, elementary combination classes, number of preparations or classes, time for planning and preparation, nature of the learning activity, paraprofessional assistance, number of teachers interacting with a group, teaching equipment and materials, building space and facilities, and the nature of students with special needs.
 - 2. The Board agrees that, not later than twenty-one (21) days after the beginning of each semester, it will provide to the Association a compilation of the number of pupils assigned to each teacher, grade, or group of teachers in the district.

3. Where it is determined that the claim of a teacher overload is valid, the Board agrees to take whatever steps are necessary to correct the overload situation immediately, including the hiring of additional teachers, teacher aides, or other appropriate personnel. Should teacher aides be used to correct a class overload, they shall not direct instruction nor perform as a teacher, but may assist with instruction-related activities under the direction and supervision of a teacher.
 4. The grievance shall first be presented to the Director of Personnel for a discussion between the grieving party, a building level representative appointed by the Association and the Director of Personnel. If the matter is not resolved in this discussion, it may be submitted to the "Overload Arbitration Process" below.
 5. Overload Arbitration Process - The Association and the Board shall mutually select an arbitrator to hear all overload matters. Said arbitrator shall continue in position from year to year unless either the Association or the Board notifies the other at the end of a school year that it wishes to select a different arbitrator. In the event a new arbitrator is to be selected, the arbitrator shall be mutually selected prior to the beginning of the next school year.
 - a. If the grievance is not resolved in the discussion with the Director of Personnel, it shall be submitted for a hearing before the arbitrator within fourteen (14) days. The hearing shall be conducted in accordance with the American Arbitration Association rules for expedited arbitration.
 - b. The decision of the arbitrator shall be binding on the parties. The arbitrator shall not have the authority to order the Board to hire additional teachers, but he/she may make such a recommendation if he/she determines that the hiring of additional teachers is the appropriate remedy for the overload.
 6. The Board shall provide up to a maximum of \$75,000 annually to remedy all overload issues. This amount shall not be used for the hiring of additional teachers.
- C. The Board recognizes that appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession, and timely provision thereof is absolutely essential for good teaching. The Board or its representatives agree to meet with the duly designated representatives of the Association from time to time for the purpose of improving the selection and use of such educational tools, and the Board agrees promptly to implement all joint decisions made by its representatives and the Association, consistent with its financial ability to do so. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

- D. The positions outlined below include only those positions who assist with teacher(s) needs.

All other program aide(s) positions (such as library aides, science aides, security aides) are to continue until and unless there are discussions with the teachers regarding any changes.

1.

- a. The number of support staff work hours at each of the elementary levels shall include general aides assigned to each elementary building will be determined at a minimum of one and one-quarter (1 1/4) hours per FTE general classroom teacher per week.
- b. There will be one (1) full-time support staff position at each secondary building. Effective June 1, 2010 the Board has the option to reduce this to a .75 FTE position at the Middle School. In the event that the Middle School has three (3) grade levels, the 1.0-FTE requirement shall be reinstated.

2.

- a. The primary function of these support staff positions is to assist teachers with the instructional programs, to supervise students (including recess supervision) and to assist teachers with clerical needs.
- b. The specific duties of the support staff shall be established by each building principal after consultation with teachers in the buildings.
- c. Once the schedule for the work year is established the schedule will be distributed to teachers.

3. The Board agrees to hire substitutes when aides are absent from work if substitute aides are available to work.

- E. The Board agrees that no teacher will be required to supervise recess more than one (1) recess period per week. Further, teachers will not be required to supervise student lunch periods.

- F. On those days designated as records and conference days at the elementary level, there shall be no administrative meetings scheduled which require the attendance of elementary teachers and/or consultants. On said days teachers and consultants shall be free to meet for the purpose of curriculum coordination and planning.

- G. The Board recognizes that new curriculum and/or the implementation of major curriculum changes require appropriate inservice training. To this end, the Association agrees that teachers who will be required to deliver new or changed curriculum to students will participate in appropriate inservice in advance of the implementation of same.

1. These inservices may be scheduled through released time or within the limits of the 31 hours as specified under Article VI, Paragraph A. Under such circumstances compensation will not be granted.
 2. When inservice for the purpose of addressing new or major changed curriculum is offered other than through released time or outside the limits of Article VI, Paragraph A, teachers will be paid at the rate of \$17.87/hour. The scheduling of such inservice shall be limited to the days for which the teacher is contracted to work (as designated on the school calendar), except when bargaining unit members elect to participate.
 3. It is agreed that some staff may be excluded from the requirement of inservice for new or major restructured curriculum for reasons of expertise in the area or because of involvement in the development of the new or changed curriculum. Such exceptions may be made by the Superintendent or his designee.
 4. The inservice training referenced herein is not intended as a substitute for the inservice which is scheduled throughout the school year at the discretion of the administration.
 5. Bargaining unit members who are employed to develop and/or improve curriculum shall be compensated at an hourly rate of \$23.29/hour.
- H. Telephone facilities providing a reasonable degree of privacy shall be made available for teacher use.
- I. The Board shall make available in each school lunchroom, lounge and lavatory facilities. Further, the Board agrees that in any new or remodeled school facilities it will furnish lunchroom, lounge and lavatory facilities exclusively for adult use.
- J. Traveling teachers shall be provided at each building. The Board shall make every effort to see that areas assigned to teachers are available for exclusive teacher use. Parking areas and schools will provide access for handicapped persons.
- K. To insure a free and appropriate public education in the least restrictive environment, the parties agree that the continuum of programs and services for identified special education students will be determined by an individual educational planning committee (IEPC). Staff needs and support, shall be covered by Board Policy #2465 and related administrative guidelines. This policy shall not be altered except by mutual agreement of the Association and the Board. This policy shall be incorporated into an Appendix to this agreement.

In addition, a process will be developed in each building to provide for notification to a teacher when special education students will be placed in his/her general education classroom. Each process will address means for providing teacher's input into the special education student's program, reviewing student placement

and providing support necessary for a successful classroom environment for both general education and special education students.

To insure proper program implementation, teachers will attend IEPC meetings.

The process will be incorporated into the administrative guidelines accompanying the policy.

- L. Teachers who are assigned to more than one building shall have adequate storage space for instructional materials provided in each building to which he/she is assigned.
- M. The Board agrees to hire substitute teachers for the regularly assigned physical education teachers who conduct and participate in the annual track and field days at the elementary level, provided alternative scheduling is not possible.

ARTICLE VIII

Vacancies and Promotions Within Bargaining Unit

- A. A vacancy shall be defined as a bargaining unit position which is unfilled and for which there is no teacher with a contractual right to return. If a vacancy is to be filled through the recall of a unit member on layoff, the employer shall not be required to post such vacancy.
- B. Whenever a vacancy occurs within the bargaining unit, or a new position is created within the bargaining unit, and said position or vacancy is to be filled on a permanent basis, the Board shall give written notice thereof to the President of the Association or the President's designee. The Personnel Office will provide for appropriate posting of said notice in every school building on a bulletin board used for posting vacancies and on the District's website. During the summer months when school is not in session, vacancies shall be posted on the bulletin board in the reception area of the Board of Education Office, on the District's website and written notice of such vacancies will be forwarded to those bargaining unit members who have filed a written request for same with the Superintendent or the Superintendent's designee during the last week of school.
- C. Any teacher may apply for a vacancy or new position by submitting a letter to the Personnel Office. The Board agrees to fill such vacancy or new position on the basis of qualifications, certification and seniority as set forth in Article XXV. An applicant with less service in the system shall not be awarded such position or vacancy unless the applicant's qualifications therefore shall be superior to applicants with greater service. The Board declares its support of a policy of promotion from within its own teaching staff; however, the Association recognizes that the Board shall not be limited in the selection of personnel to fill vacancies or new positions to applicants from within the unit, or to the person temporarily assigned to the position or vacancy before the termination of the school year in which the vacancy occurs or the position is created. Service shall be defined as the seniority determinants specified in Article XI, Paragraph B, of this contract.

1. No permanent appointment to such position or vacancy shall be made until fifteen (15) calendar days have elapsed following the posting and said notice to the Association President or the President's designee.
 2. Nothing herein shall prevent the Board from making temporary assignments of personnel (temporary teachers) to fill a vacant position during the school year, but said temporary assignments shall not extend beyond the end of the semester in which the temporary assignment occurs in a given school year unless it is mutually agreed in writing by the parties. The person temporarily appointed to fill such vacancy or position shall not be given preference for permanent appointment over any applicant from within the unit.
- D. No teacher shall be involuntarily transferred to a part-time position. A full-time tenure teacher who was previously full-time and who is subsequently voluntarily assigned to a part-time position shall have the right to return to a full-time position when a vacancy occurs for which said teacher is certified and qualified and for which he/she possess sufficient seniority. Reinstatement is contingent upon the teacher providing written notice of his/her desire to return to full time teaching at the next semester.

Full time probationary teachers who are voluntarily assigned to a part-time position shall have the right to return to a full-time vacancy for which they are certified and qualified. Provided, that tenure teachers and more senior probationary teachers on layoff shall be recalled to a vacancy for which they are certified and qualified in preference to a part-time probationary teacher, as described above.

ARTICLE IX

Promotion to Vacancies or New Positions Outside the Bargaining Unit

- A. Whenever a vacancy occurs in any supervisory or administrative position outside of the bargaining unit, or when a new position of like nature is created outside of the bargaining unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the President of the Association or to the President's designee.
1. The Superintendent or the Superintendent's designee will provide for appropriate posting of such vacancies as set forth in Article VIII. Section C. of this Agreement. No permanent appointment to such vacancy or position shall be made until fifteen (15) calendar days have elapsed following the posting and said notice to the Association President or the President's designee.
 2. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill a position, but said temporary assignment shall not extend beyond the balance of the school year.

- B. Teachers who desire to apply for a position shall file their applications in writing with the Superintendent. The Board shall consider all applications and shall make the permanent appointment as soon as is practical. It is recognized that the right of selection of personnel to fill said vacancy or position remains within the discretion of the Board, but the Board further agrees and recognizes support of a policy of promotion from within its own teaching staff to vacancies and new positions under this Article.

ARTICLE X

Transfers

The Board and the Association recognize that frequent transfers of teachers are disruptive of the educational process, but may be necessary and beneficial to the teacher, student, and education program; and therefore, it is agreed as follows:

A. Involuntary Transfers

1. To the extent possible, no probationary teacher shall be involuntarily transferred.
2. Subject to the provisions of Section 1, above, when involuntary transfers are necessary, an effort shall be made to transfer teachers with lesser service in the school system.
3. When large numbers of transfers are involved in staffing a new facility, it may be necessary to transfer more experienced teachers to provide a balance of experienced and relatively inexperienced teachers on the new staff and the staff from which the transfers were made.
4. Teachers being involuntarily transferred will be transferred only to comparable positions. The Association will be notified of the need for such transfers and shall be given the opportunity to offer information prior to any reassignment of teachers.
5. An involuntary assignment or transfer shall be made only after a meeting between the affected teacher, his/her supervisor and/or his/her Association Representative and the Superintendent or the Superintendent's designee, at which time the teacher shall be apprised in writing of the reason(s) for the transfer. In the event the teacher objects to the assignment or transfer the teacher and/or his/her Association Representative shall have the right to appeal the assignment to the Superintendent or his/her designee.
6. In the determination of assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and pupils.

7. Any teacher who shall be transferred or assigned by the employer to a position or vacancy outside of the bargaining unit and shall later return to a position within the bargaining unit shall be entitled to retain such rights as the teacher may have had under this Agreement prior to such transfer or assignment to a position outside of the bargaining unit.
8. It is agreed that in the event of an involuntary transfer the teacher aggrieved by said action has the right to file a grievance commencing at Step 2.

B. Voluntary Transfers

1. It is the policy of the Board to cooperate in every practical way with teachers who desire transfers to teaching vacancies which occur in buildings other than the one in which the teacher is teaching.
2. Whenever a teaching vacancy, other than temporary, exists, the Board agrees such vacancies shall be filled on the basis of qualification, certification and seniority; and further, that preference will be given to a teacher with a request for transfer on file with the Superintendent or the Superintendent's designee. Should more than one (1) request for transfer be on file for the same position, the more senior unit member shall be awarded the position.
3. Transfer request shall be filed annually by April 15 and shall remain in force for one year. Transfer requests filed after April 15 may still be considered but only after all other transfer requests and call-backs have been considered.
4. Violations of procedure in Paragraph B. will be subject to the grievance procedure.
5. Where voluntary assignments are made to positions of special purposes or for growth or to meet specific needs, it is permissible for the Superintendent or the Superintendent's designee, the Association President and the teacher to enter into a letter of understanding that would protect the teacher's original position for a two-year period with the same limitations that are applied to compensated professional leaves in terms of the teacher's return to his/her original assignment.
6. A request for transfer may be honored during a pending reduction in staff provided that the most senior certified and qualified bargaining unit members are retained in the remaining positions; and, provided further, that such transfers do not increase the required reduction in force.

- C. If the Board of Education shall implement a grade-level reorganization, either party may request to invoke the consultation procedures of Article XXI of this Agreement.

ARTICLE XI

Reduction of Staff

- A. Before official action on reduction of bargaining unit members is taken by the Board, it will give notice of the contemplated action to the Association and afford the Association an opportunity to discuss it. As soon as the teachers to be laid off are known, a list of the teachers shall be provided to the Association. In any year where there are layoffs, ELEA will be given notice of layoffs, assignments, transfers and call-backs in a time frame agreed to by both parties.
- B. In the event it becomes necessary to reduce the number of teachers employed by the Board of Education, such reduction shall be based upon the qualifications as specified in Article XXV, certification and seniority.
1. For purposes of this Agreement, seniority shall be defined as the amount of unbroken service accumulated in a position of teacher in East Lansing Public Schools as based on the teacher's earliest date of hire into a bargaining unit position. Date of hire shall be the first day a teacher reports to work and receives pay according to the negotiated work year calendar.
 - a. Leaves of absence, with or without pay, and absences due to layoff are not considered as a break in service.
 - b. Time spent in an administrative position in the District shall not be considered a break in service, but seniority shall not accumulate while in an administrative position.
 - c. Days worked in any extracurricular position shall neither accrue seniority nor establish a date of hire.
 2. Certification shall be defined as holding a valid teaching certificate as recognized by the State of Michigan.
 3. Qualifications shall be determined as specified in Article XXV of this Agreement.
- C. The last unit members laid off shall be those certified and qualified tenured teachers who have the greatest seniority in the East Lansing District. The Board shall provide at least thirty (30) calendar days notice of layoff to the Association and the affected employees.

The order in which layoffs will occur is:

1. Probationary teachers with the least amount of seniority in the East Lansing District shall be laid off first, provided there are more seniored certified and qualified staff for available positions.

2. Tenure teachers with the least amount of seniority in the East Lansing District shall be laid off in accordance with Section B, above, provided there are more senior certified and qualified staff for available positions.
 3. No new teachers shall be employed by the Board while there are teachers of the East Lansing District who are laid off, unless none of the East Lansing teachers on layoff is qualified and certified to fill the vacancy.
 4. In order for a less senior teacher to be retained in a position, that teacher shall have qualifications and certification in the assigned area which the more senior teacher lacks. When such an occasion should arise, the Association President will be advised in advance of the number and category of such teachers. The discretion hereby vested in the Board shall not be abused. Complaints that the Board has abused its discretion in this respect may be taken up through the grievance and arbitration procedures provided in this Agreement.
 5. When the decision to reduce the work force for the upcoming school year occurs prior to noon on the sixth business day before returning teachers are to report for the start of the upcoming school year, the Board agrees to reassign more senior staff to ensure that the least senior non-probationary employee is laid off, provided there are more senior certified and qualified staff for available positions. After that time and during the school year, any layoffs will be implemented by identifying the position which is to be eliminated and placing the affected teacher in a position for which they are certified and qualified which is held by a less senior teacher. If there is no position held by a less senior teacher for which they are certified and qualified, they will be laid off.
 6. When the decision to recall a teacher for the upcoming school year occurs prior to noon on the sixth business day before returning teachers are to report for the start of the upcoming school year, the Board agrees to reassign more senior staff to ensure that the most senior nonprobationary teacher on the layoff list is recalled, provided such reassignment allows for a position for which the most senior nonprobationary teacher on the layoff list is certified and qualified for. After that time and during the school year, teachers shall be recalled, on a seniority basis, to available positions provided they are certified and qualified for the open position without any reassignment of staff. Recall procedures shall be implemented before voluntary transfers are considered.
 7. The reassignment of staff outlined in C.5. and C.6. above shall not occur during the school year, unless mutually agreed otherwise.
- D. The Employer shall develop a seniority list and make the appropriate revisions as they occur. The seniority list shall be posted in all buildings by October 30 and April 15 each year. Upon request, the Association President will be provided with the current revised copy of the seniority list.

1. The placement of all individuals on the seniority list as of August 15, 2003 shall be recognized as fixed upon certification by the Association.
 2. In the case of more than one teacher having the same date of hire after August 15, 2003, a meeting of the teachers affected, the Human Resources Director and the Association President shall be held to determine the teachers ranking on the seniority list. Teachers will draw lots to determine their placement. For teachers who are unable or unwilling to participate in the drawing, the Association President will draw on their behalf.
 3. The Human Resources Director, in consultation with the Association President, shall be responsible for sending out notice of the seniority placement meeting within thirty (30) days after ratification of this Agreement and as necessary thereafter.
- E. All seniority is lost if the teacher or administrator
1. resigns
 2. retires
 3. is discharged and the discharge is not reversed through the grievance procedure.
 4. does not return to work when recalled after a layoff as specified within the provisions of this Article, Paragraph H.
 4. does not return to work on the required date for return from an approved leave of absence. Exceptions due to extenuating circumstances may be made by the Superintendent or designee.
 5. has probationary status and is laid off for two consecutive years without being recalled.
- F. The Board and Association recognize that on occasion alterations in program or vagaries in enrollment can endanger an individual tenure teacher's employment. Should such a condition occur, the tenure teacher may enter a program to equip the teacher for an alternative assignment with Board encouragement and support.
1. The tenure teacher will submit a written proposal to the Superintendent to the Superintendent's designee.
 2. The Superintendent or the Superintendent's designee and the ELEA President will confer. If they agree that the tenure teacher's continuing employment is imperiled, the Board will pay the cost of tuition, books, and normal fees for up to fifteen (15) semester or twenty (20) quarter hours credit specifically chosen to provide an assignment alternative.

3. To protect against undue budgetary stress, the Board and Association agree that the total semester-hour commitment for the year will not exceed 60; the total quarter-hour, 80.
- G. Any teacher on layoff shall be recalled in inverse order of layoff, provided the teacher is certified and qualified for the vacancy.
1. Should the Board recall out of line of inverse order of layoff, the Association President will be advised in advance of the number and category of such teachers.
 2. The discretion hereby vested in the Board shall not be abused. Complaints that the Board has abused its discretion in this respect may be taken up through the grievance and arbitration procedure provided in this Agreement.
- H. The Board shall give written notice of recall from layoff by sending a certified letter to the teacher's last-known address.
1. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with recall or other notice to the teacher.
 2. If a teacher fails to respond to the call-back notice within fifteen (15) calendar days from date of sending of the recall notice, said teacher shall be considered as a voluntary quit and shall thereby terminate his/her employment relationship with the Board.
- I. A laid-off teacher shall lose the right of recall when said teacher refuses a position of at least the same full-time equivalency held when laid off.

ARTICLE XII

Leave Pay

- A. Any person in the bargaining unit absent from duty because of personal illness or injury shall be paid the person's full salary for the period of time off, not to exceed the total number of unused accumulated sick leave days in his/her personal account. Sick leave days shall accrue effective the first day of school at the rate of ten (10) days per school year. Teachers who are employed after the beginning of a given school year shall be granted, for the balance of that school year, as many sick leave days as there are months remaining in the school year. During any school year, a teacher earns sick leave days only to the limit of what he/she actually works.

Where teachers leave prior to earning the number of sick days used in a school year, they will reimburse the Board for the difference.

- B. At the beginning of each school year, each teacher shall retain the number of sick days with the number of days of sick leave not used during the prior school year. Unused sick-leave days shall accumulate from year to year without limitation.
- C. If, at the beginning of any school year, a teacher is ill and unable to resume teaching duties in the school system, and such teacher has unused accumulated sick-leave days at the end of the prior school year, the teacher will be allowed to use such previously accumulated sick-leave days while the teacher remains ill and unable to work, provided the teacher is not otherwise employed. For the period the teacher is unable to resume teaching duties under this paragraph, the teacher shall not accumulate any further sick-leave days until the time the teacher has returned to teaching, but shall be compensated according to the provisions of Article XXVII, Section D.
- C. If a teacher's illness extends beyond five (5) work days, the Board may require an examination by a physician of the teacher's choice. The Board may require a second opinion by a physician chosen by the teacher from three (3) names submitted by the Board. The second opinion shall be at the Board's expense. The teacher may select an examination by only one (1) of the Board's doctors at the Board's expense.
- D. Any teacher absent because of injury or disease compensable under the Michigan Workers' Compensation Law shall be entitled to use previously accumulated sick leave in one-third (1/3) day increments to make up the difference between the allowance under the Workers' Compensation Law and the regular salary during the period of disability compensable under Michigan Workers' Compensation Law, with or without interruption in consecutive days, attributable to the same accident.
- F. In addition to personal illness or injury, sick leave may also be used for medical, dental or optical examinations or treatments. No less than one-half (1/2) sick day will be charged unless otherwise arranged with the supervisor.

ARTICLE XIII

Leaves of Absence

- A. Any teacher whose illness or accident requires absence for days beyond the amount of earned and accumulated sick leave provided in Article XII hereof and is not covered by family and medical leave provided in this Article shall be granted a leave of absence for such time as shall be necessary for a complete recovery from such illness, and shall be compensated while on such leave of absence in accordance with the provisions of Article XII or the appropriate section of Article XXVII or XXVIII. Full insurance benefits will be continued by the Board during the period of illness leave through the month following the month in which the teacher began the leave of absence. Upon return from any such leave, a teacher shall be restored to a position for which he/she is certified,

qualified and sufficiently senior with restoration of fringe benefits, seniority, and all other rights provided by this Agreement.

B. Leaves of absence with pay chargeable against the teacher's sick-leave allowance shall be granted for the following reasons:

1. Up to ten (10) days each school year shall be granted for illness in the immediate family, short-term emergency care and medical care, child care or elder care arrangements. Certification by the attending physician or doctor may be required.
2. When a critical illness in the immediate family requires the attendance of the teacher, the Superintendent or the Superintendent's designee may grant use of sick-leave allowance up to the amount accumulated by the teacher. For purposes of these subparagraphs, "immediate family" shall include the teacher's mother or father, father-in-law or mother-in-law, spouse and children, or person whose relationship to the teacher warrants such care.
3. Time necessary for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance.

C. Leaves of absence with pay not chargeable against the teacher's sick-leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for each death in the family, defined to include spouse, children, mother, father, sister, brother, corresponding in-laws, grandparents, and, with approval of Superintendent or the Superintendent's designee, a person whose relationship to the teacher warrants such absence.
2. Absence when a teacher is called for jury service except that the compensation for jury service in combination with the Board pay shall not exceed the teacher's regular rate of pay.
3. Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend any proceedings during which the teacher is required to provide information on behalf of the school district, other than proceedings initiated by the teacher or the Association against the Board or the District (unless subpoenaed by the Board).
4. Up to five (5) days in addition to the five (5) Professional Development days in the School Calendar for attending educational conferences or conventions in accordance with Board Policy Number 3243 and with a request for such leave having been submitted to the teacher's building administrator at least fifteen (15) work days in advance of the leave date.

5. One (1) day per school year for visitation to other schools when approved by the Superintendent of Schools or designee.
 6. Time necessary to take the selective service physical examination.
 7. Personal Business Days
 - a. The building principal shall approve an absence not to exceed two (2) days per year for personal business which by its nature cannot be scheduled outside of school hours, upon application therefore in writing by the teacher, provided that in the event the teacher does not use the personal days provided for, such days shall be converted to additional sick-leave days. Personal business days will not be used for the purpose of extending vacation or holiday periods.
 - b. A bargaining unit member may use one sick day as an additional personal business day if he/she has 75 sick days accumulated as of the end of the previous school year.
 8. The teacher shall give as much notice as possible in connection with any leave provided under this Article.
- D. Maternity leave will begin anytime between commencement of pregnancy and the birth of the child upon the written certification of the employee's physician and will extend not longer than the date the physician certifies the teacher to be fit to return to work. A teacher returning from maternity leave shall be placed on the position of the salary schedule commensurate with her prior teaching experience. Further, a teacher returning from a maternity leave shall be returned to the same or substantially equivalent position held by the teacher immediately prior to commencement of the leave.
- E. Parental leave without pay shall be granted to any teacher requesting such following the birth or adoption of a child and shall be taken continuously, not to exceed a two (2) year period. The termination of said leave shall coincide with the end of a school year.
1. A teacher returning from a parental leave shall be placed on the position of the salary schedule commensurate with prior teaching experience. Further, a teacher returning from a parental leave shall be returned to a position for which the teacher is certified, qualified and sufficiently senior.
 2. A bargaining unit member shall provide written notice of intent to return to work to the Superintendent or the Superintendent's designee at least sixty (60) calendar days prior to the expiration of the leave.
- F. A teacher who is not eligible for family and medical leave provided in this Article and does not select a parental leave for the child may select an unpaid child-care leave.

1. The purpose of the child-care leave shall be expressly for the care of a child. A teacher who accepts employment outside the home while on such leave and who turns over care of the child to a person other than the child's parent shall be considered a voluntary quit.
 2. The leave will begin no sooner than the school year which follows the birth of the child and no later than four (4) years after the birth of the child.
 3. The leave will be given for one (1) school year or two (2) school years. Such leaves shall commence at the beginning of a school year and terminate at the end of a school year. Application for such leave shall be submitted to the Superintendent or the Superintendent's designee by May 1st.
 4. A teacher returning from a child-care leave shall be placed on the position of the salary schedule commensurate with prior teaching experience. Further, a teacher returning from a child-care leave shall be returned to a position for which the teacher is certified and qualified.
 5. A teacher desiring to return from a child-care leave shall give written notice of such intention to the Superintendent or the Superintendent's designee not later than sixty (60) days before the end of the preceding school year.
 6. A teacher who has had a child-care leave will not be eligible for another such leave until three (3) years have elapsed since the prior child care leave.
- G. Teachers who are elected to the office of President or Vice President of the MEA or NEA shall be given a leave of absence not to exceed two (2) years, without pay. A teacher given such a leave of absence without pay shall receive credit for the annual salary increments on a schedule during such absence and unused accumulated, sick leave provided for under this Agreement shall be frozen during such leave of absence and restored upon return. A teacher returning from leave shall be assigned to a position for which the teacher is certified, qualified and sufficiently senior.
- H. Any teacher who has left or leaves a teaching position other than a temporary teaching position in the school district, in order to serve in any branch of the armed services of the United States, shall have any and all benefits and rights and be subject to any limitations imposed by the provisions of the Uniform Services Employment and Reemployment Rights Act of 1994 and any other federal or state law which governs or has any application to the re-employment rights.
- I. The Board shall grant a leave of absence not to exceed two (2) years, without pay, to any teacher who joins the Peace Corps or VISTA, or is campaigning as an active candidate, or is elected to serve in any public office at the state or national level, or any local office which would require the full time of the teacher.

A teacher returning from leave shall be assigned to a position for which the teacher is certified and qualified.

- J. The President of ELEA shall have release time off during the President's term of office equal to 1/5 of the President's normal teaching duties. The Board agrees to pay the cost of a substitute when the President of ELEA is not performing normal teaching duties during the 1/5 release time. The Board agrees to pay the full salary of the President of the ELEA or the President's designee to attend professional meetings, legislative hearings or to conduct business of the Association, not to exceed five (5) days in any one school year. Time off for teachers to conduct ELEA business shall be granted by the Board not to exceed fifteen (15) days in any one school year. The ELEA shall reimburse the Board for the retirement (MPERS) costs associated with the Association President's released time.
- K. Leaves of absence for up to one (1) year, without pay, may be granted upon application for professional enrichment. The regular salary increment accruing during such periods shall be allowed, provided the teacher securing a leave of absence for professional enrichment returns to the school system at the end of one (1) year. A teacher returning from leave shall be assigned to a position for which the teacher is certified, qualified and sufficiently senior.
- L. Notice of intent to return from leave. It shall be the responsibility of the teacher on leave, no later than April 15, to state his/her intent to return or not return the following school year. The personnel office shall send a notice of reminder to the teacher's last known address on or before April 1 of each year. If the teacher fails to report on or before April 15, the teacher shall be considered as a voluntary quit and shall thereby terminate his/her employment relationship with the Board. All leaves for which a teacher is not compensated are covered by this paragraph.
- M. The Board may grant teachers an unpaid leave of absence, without salary, fringe benefits, or accumulated seniority, for up to a maximum of one (1) year. Denial of leaves of absence under this section shall not be subject to the grievance procedure. A teacher returning from leave shall be assigned to a position for which the teacher is certified, qualified and sufficiently senior.
- N. A leave of absence without pay for up to twelve (12) weeks during a twelve (12) month period shall be granted to any employee who has been employed by the District a minimum of twelve (12) months and at least 1,250 hours in the preceding twelve (12) months in conformity with the Family and Medical Leave Act of 1993 (FMLA). FMLA leaves may be granted for the following purposes:
 - 1. Childbirth and to care for the employee's newborn child after birth;
 - 2. Placement with the employee of a child for adoption or foster care;
 - 3. To care for the employee's spouse, child or parent who has a serious health condition; or

4. For a serious health condition that renders the employee incapable of performing the functions of the employee's job duties.

The parties agree that the Board has the responsibility to develop, approve and implement policies on family and medical leave which satisfy and comply with the requirements of the FMLA. The Board agrees further that it will not develop, approve or implement any policy, rule or regulation that denies any member the use of any benefit provided under this Agreement. It is agreed that the benefits extended to a member employee under FMLA and those provided under this Agreement may be applicable concurrently.

ARTICLE XIV

Compensated Professional Leaves

- A. There shall be three types of compensated professional leaves:
 1. Class I School District Needs
 2. Class II Personal Enrichment and Skills
 3. Class III Summer Compensation Grants
- B. Tenure teachers who have been employed for seven (7) years by the Board and possess a Michigan life, permanent, 30-hour continuing, 18-hour continuing or professional teacher certificate without a prior sabbatical or other compensated professional leave of absence during the six (6) years of employment immediately preceding the proposed leave may be granted a Class I, Class II or Class III leave. Any teacher with three (3) years of seniority may be granted a Class III leave.
- C. Class I leaves shall be granted for either of the following purposes:
 1. Assessing needs of a particular instructional area, developing program, and/or evaluating program.
 2. Improving skills and knowledge in an area of district need. District need shall be confirmed by the Board, the Superintendent, or the Curriculum Council.
- D. Class II leaves shall be granted for any one (1) of the following purposes:
 1. Improving skills and knowledge in one's present area of responsibility.
 2. Training to broaden or redirect one's professional preparation.
 3. Working in a graduate program leading to a higher degree.
- E. Class III leaves shall be granted for either of the following purposes:
 1. Professional enrichment, excluding courses taken for credit.

2. Curriculum development projects recommended by the Superintendent or the Superintendent's designee.
- F. The compensated professional leave year shall be divided into five (5) units, with Unit One beginning during the first week after the current school year and extending to the week preceding the beginning of the next school year. Units Two (2), Three (3), Four (4) and Five (5) shall coincide with the secondary schools' reporting periods. Four (4) leave units are equivalent to one (1) full-time leave. Class I leaves may be granted for one (1), two (2), three (3) or four (4) of the five (5) units, provided that the leave units are consecutive. Class II leaves may be granted for up to a maximum of four (4) units, provided that the leave units are taken during the regular school year and in sequential order. Class III leaves may be granted for a maximum of nine (9) weeks but only during the period of Unit One. A teacher may apply for a professional compensated leave in combination with a teaching assignment; provided, however, that the Board need not provide a combined allotment of teaching assignment and professional compensated leave greater than the teaching assignment during the year of application for the leave.
 - G. The Professional Leave Committee shall be composed of eleven (11) members. Seven (7) of the members thereof shall be chosen by the Association in a manner to be determined by it; except that of the seven (7) members to be selected by the Association, there shall be three (3) from the elementary staff, two (2) from the middle school staff and two (2) from the high school staff. Four (4) of the members thereof shall be appointed by the Board and shall be from the administrative staff of the district and shall include the Superintendent or the Superintendent's designee. The members of the committee first selected shall serve for the term determined by the body appointing new members, but in any event thereafter shall be selected in such a manner as to result in staggered terms for the members of said committee.
 - H. Any teacher desiring a compensated professional leave shall file an application with the Professional Leave Committee on a schedule and forms provided by said Committee and shall furnish the information requested fully to complete said form. Individual teachers may submit proposals to the Professional Leave Committee for teacher professional leave programs. The Professional Leave Committee shall review all Class I, Class II and Class III leave applications and make recommendations to the Board of Education based on the merits of the respective proposals regardless of class of leave or length of leave. The Committee shall vote by secret ballot on each application. A minimum of eight (8) votes is needed for an applicant to qualify. In no case shall the combination of compensated professional leaves exceed two (2) full-time equivalencies of the bargaining unit nor shall more than that number be submitted to the Board of Education by the Professional Leave Committee.
 - I. A teacher whose leave has not been approved by the Board of Education may submit the leave proposal to the D.S.I.T. (District School Improvement Team) for review. After such review, the D.S.I.T. shall either inform the Board of Education

of its concurrence of the Board's action or recommend approval with or without modifications. This process shall not be subject to the grievance procedure.

- J. Class I leaves shall be compensated at full salary for each approved unit. Class II leaves shall be compensated at one-half ($\frac{1}{2}$) salary for each approved unit. Class III leaves shall be compensated at .0277 of salary for each approved week. Teachers may choose under Class III leaves to forego compensation and instead accept reimbursement of expenses incurred up to the amount of their compensation.
- K. The full-time equivalency of compensated professional leaves shall be computed as follows:
 - 1. Class I leaves shall equate to .25 full-time equivalency per unit for a full-time person and will be prorated for a portion thereof for a part-time person.
 - 2. Class II leaves shall equate to .125 full-time equivalency per unit for a full-time person and will be prorated for a portion thereof for a part-time person.
 - 3. Class III leaves shall equate to .0277 full-time equivalency per week for a full-time person and will be prorated for a portion thereof for a part-time person.
- L. A teacher granted a compensated professional leave shall be obligated to return to the school system for one (1) year of employment. If any teacher does not return to the system after such leave, the teacher must repay the school system the leave salary prorated over the period of unfulfilled obligation and, in this connection, the Board may require the execution of a promissory note as evidence of the obligation. The death of a teacher while on such leave shall cancel any obligation to repay as provided hereunder. Upon completion of the professional leave, the teacher shall prepare and forward a report to the Professional Leave Committee for transmittal to the Superintendent of Schools and to the Board of Education and for distribution to the staff. The report shall provide sufficient information for making a determination as to whether the leave accomplished its immediate and stated purpose and also to assist in the evaluation of the entire program.
- M. A teacher, upon return from a compensated professional leave, shall be restored to the same position the teacher left, if the position exists; if the position does not exist, to a substantially equivalent position and shall be placed on the salary schedule as if the teacher had taught in the district during such period.
- N. While on compensated professional leave, a teacher shall have the full protection of the disability income provisions of this Agreement, shall be entitled to use accumulated sick-leave benefits, but shall not accumulate sick-leave benefits, and shall retain all tenure and retirement rights and benefits.

- O. The costs of conferences and workshops, including supplies and the purchase of educational materials, under the leave classes specified in Paragraph J. of this Article are part of the recommending functions of the Professional Leave Committee.
- P. If a teacher who has been granted a Compensated Professional Leave believes that his/her studies and/or project resulted in a program that would benefit the District if implemented, he/she shall reapply to the Professional Leave Committee prior to January 15 of the year the leave expires, outlining the project he/she wishes to implement in the District. The Professional Leave Committee shall review the application of the teacher (as per sections G, H and I above) to extend the leave. Extensions of leaves for this purpose shall not be in excess of 0.4 to 0.6 full time equivalencies. If such an extension is granted, the extension will count toward the two full time equivalencies of Section H above.

ARTICLE XV

Terminal Leave

- A. A teacher who retires in accordance with the provisions of the Michigan Public School Employees Retirement Act shall receive either \$55/day for each day of accumulated sick leave or \$100/year for each year of service to the East Lansing School District. The maximum amount payable shall not exceed \$7,500. Proof of retirement application is required under this section.
- B. Any teachers in any year after becoming eligible for retirement under the Michigan Public School Employees Retirement Act may request, and the Board agrees to comply with such requests, that they be paid their full salaries not later than the end of the contract teaching year.
- C. In the event of the death of a teacher who has given notice of retirement and who is eligible to receive terminal leave under ¶ A of this Article, the benefit will be paid to the beneficiary designated, in writing, by the teacher. If there is no written beneficiary designation on file with the District at the time of the teacher's death, the benefit will be paid according to the priorities specified in MCL 408.480.
- D. As an assistance for retirement, the Board agrees to provide those teachers selecting retirement, in accordance with the Michigan Public School Employees Retirement Act, a one-time assistance payment according to the schedule below:
 - 15 or more years service with 30% of final year contract
 East Lansing Public Schools (Schedule B duties only)
 - 20 or more years service with 40% of final year contract
 East Lansing Public Schools (Schedule B duties only)
 - 25 or more years service with 50% of final year contract
 East Lansing Public Schools (Schedule B duties only)

1. The foregoing one-time assistance payment shall be received no later than the end of the fiscal year following the bargaining unit member's retirement. Should a bargaining unit member die after he/she has qualified for retirement assistance as stated herein, but before the date on which he/she was to have received payment, said payment shall be made to the bargaining unit member's estate, heirs or beneficiary provided that the estate, heirs or beneficiary has been designated prior to the date of retirement.

The assistance payment will be made in a lump sum at any time in the fiscal year following the date of retirement. The teacher must meet state requirements for retirement. "Retirement" means the teacher must make application for benefits under the Michigan Public School Employees Retirement Act.

2. The teacher will not receive the assistance payment until the teacher has presented proof of retirement from the Michigan Public School Employees Retirement System.
 3. Teachers shall make application for the Assistance for Retirement by delivering a signed letter of application to the Director of Human Resources no later than the close of business on February 15. The Director of Human Resources shall notify teachers of their final acceptance by February 28. A teacher may withdraw from the application upon written notification to the Director of Human Resources by March 15.
 4. The Early Retirement Incentive Assistance Plan (ERIAP) will continue to be available to a limit of three (3) teachers based on seniority.
 5. Effective July 1, 2007, teachers hired on or after July 1, 1992 are not eligible to participate in the ERIAP.
- E. Upon notification to the Board prior to June 30 of the prior school year, teachers assigned to elementary schools exclusively may retire on December 31 and teachers in middle and high school at the end of the first semester. With sixty (60) days' notice, any teacher may retire at the end of the school year. Failure to provide the prescribed notification shall void the assistance pay provisions of this Agreement.

ARTICLE XVI

Teacher Evaluation

- A. The Association and its members recognize the necessity of a program for the evaluation of the teachers' performance of professional duties. Correspondingly, the Board recognizes the interest and concern of the Association and its members in such a program. Accordingly, the Board agrees that all monitoring and/or observation of the work performance of the teacher shall be conducted openly and with the full knowledge of the teacher. Should the methods of

observing the teacher's performance include electronic equipment, its use shall be agreed upon between the teacher and the evaluator in advance of any observation. Evaluation material gathered as a result of the use of electronic equipment may be referenced in the evaluation document and/or used for determining prescriptions and teacher success in meeting such prescriptions.

B. The Association and the Board recognize two types of evaluation: a) evaluation for professional growth which tenured teachers shall undergo once every three years and b) administrator-initiated evaluations which may be undertaken at any time. The criteria specified in the 1979 Teacher Evaluation Handbook shall be the basis for either type of evaluation, except as specified below.

1. The evaluation options identified in the 1979 Teacher Handbook may still be chosen in addition to the legally required administrative evaluation. If the peer, self or student options are chosen to supplement the administrative evaluation, these additional evaluations will not go into the teacher's file unless requested by the teacher.

If the law is changed to allow options for tenure teachers, the language in B1 and 2 will revert back to the language contained in the July 1, 1994 contract.

2. In evaluations, it is recognized that the person primarily responsible for the evaluation of teacher performance shall be the teacher's principal; however, other administrative personnel may participate in the evaluative process upon the request of either the teacher or the building principal. Other persons possessing expertise in the teacher's assignment area may participate in the evaluative process when agreed to by the teacher and the evaluator in advance of any observation.

a. The evaluation of teacher performance shall be directed toward the improvement of performance and toward assisting the individual teacher to correct and improve in the areas identified as needing improvement in the written evaluation.

b. An administrator-initiated evaluation of the teacher's performance shall not be deemed valid nor shall it be placed in the teacher's personnel file unless the following conditions have been met:

(1) The evaluator shall notify the teacher in advance that an evaluation will be conducted. The criteria used in the evaluation shall be those specified in the 1979 Teacher Evaluation Handbook. In addition, the teacher may submit supplementary evaluation criteria which in his/her professional judgment should be used in the evaluation process. By mutual agreement between the teacher and the supervisor other evaluative criteria may be used in addition to or in lieu of those criteria specified in the 1979 Teacher Evaluation Handbook.

- (2) The teacher shall be observed in the classroom at least once prior to the formulation of any evaluative conclusions. Following each observation, the teacher shall have the right to request, and shall receive within seven (7) calendar days of said request, a review of the observation.
 - (3) The teacher and the administrator will meet at least once outside of the classroom during the observation process to discuss the evaluator's initial impressions. At such interview, the teacher shall have full opportunity to comment upon the criteria used on the validity of the evaluator's initial impressions.
 - (4) After the interview, the evaluator shall prepare a formal written evaluation report which shall include the criteria used in the evaluation, the findings of the evaluator based upon the observation and the interview, and any other facts which were relied upon in developing the final evaluation conclusions.
 - (5) A copy of the final written evaluation report shall be given to the teacher who shall acknowledge receipt of said evaluation report in writing. The teacher shall have seven (7) school days after receipt of the report to object thereon. Any objection filed by the teacher shall be in writing and shall be attached to the evaluation document. The teacher shall specify the portions of the evaluation report the teacher finds objectionable. At the teacher's request, the objection filed under this Article may be processed as a grievance and filed at Step 1 of the grievance process.
 - (6) Tenure teachers shall be evaluated at least once in each three (3) year period.
- c. Teachers will be told the reason(s) the supervisor finds it necessary to perform an evaluation outside of the normal evaluation cycle.
3. Existing evaluation forms will be modified to reflect "satisfactory," "unsatisfactory" or "not observed" ratings of a teacher's performance.
- C. No teacher shall be reprimanded, disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such reprimand, discipline, or reduction in rank, compensation, or advantage, including an adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance procedure hereinafter set forth; provided, however, that any matter within the jurisdiction of the Michigan Teacher Tenure Act may be processed through Step 3 of the professional grievance procedure but shall not be arbitrable.

The “just cause” standard shall not apply to the non-renewal or termination of a probationary teacher (hired on or after July 1, 2009) in his/her first two (2) years of probationary service. Evaluation procedures for all probationary teachers shall be as specified in this Article.

D. Probationary teachers shall be evaluated at least once in each school year by the principal or the immediate supervisor or designee. Each evaluation must include a minimum of two (2) observations.

1. For those probationary teachers hired at the beginning of the school year, the first observation shall be conducted by the end of the second full week in November and the second observation shall be conducted by March 31. The written evaluation must be shared with the teacher in a meeting held no later than April 15.

For those teachers employed after the beginning of the school year, the first observation shall be conducted within the first eighty (80) school days of employment. The second observation shall be concluded not less than ninety (90) calendar days prior to the anniversary date of employment. The teacher and administrator may mutually agree, in writing, with notice to the Association, to extend the timelines in this section, but in no case shall an evaluation of a probationary teacher be extended past April 30 [or sixty (60) calendar days prior to the anniversary date of employment for those teachers hired after the beginning of a school year].

2. A copy of each evaluation shall be provided to the probationary teacher.

3. In the event the probationary teacher is denied tenure or is served with notice of dismissal, said action shall be subject to the professional grievance procedure hereinafter set forth, but shall not be arbitrable.

E. Deviations from, or additions to, the procedures outlined in the 1979 Teacher Evaluation Handbook shall be mutually agreed to in writing by the Board’s designee and the Association.

ARTICLE XVII

Protection of Teachers

A. Since the teacher’s authority and effectiveness are undermined when students discover that there is insufficient administrative backing and support of a teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline. Whenever pupil behavior is disruptive to the learning process or endangers the welfare of other students, the Board at the request of the teacher, and after consultation with the building principal, will take reasonable steps, if necessary, to relieve the teacher of the responsibility for such pupil or pupils, including the removal of the pupil or pupils from the classroom according to the provisions specified in Board policy governing suspension and expulsion.

- B. The Board agrees to provide in each classroom a locked file cabinet or desk for the storage and safekeeping of valuables and items of personal property essential to the discharge of teaching duties, including clothing and personal property of the teacher. Such facilities shall be provided for teachers who do not have a permanent teaching station. Teachers who are assigned to more than one building shall have such facilities in each building to which they are assigned.
- C. Complaints directed toward the teacher which are to be deemed valid shall be processed in accordance with Article II.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of the pupils and property, but shall not be individually liable except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.
- E. Time lost by any teacher in connection with any proceeding, including legal, arising out of an assault upon the teacher or disciplinary action taken by a teacher shall be without loss of pay unless it is ultimately determined the teacher was at fault.

ARTICLE XVIII

Negotiations Procedures

The Board agrees it will not alter, change, revise, modify or eliminate any present Board policy, not expressly covered by this Agreement, affecting rates of pay, wages, hours of employment, or other conditions or duties and responsibilities of teachers and their working conditions, without giving prior written notice of such proposed action and affording the Association an opportunity to be heard on such proposed action. No such action taken by the Board under this Article shall be inconsistent with the provisions of this Agreement or violation of law. The Board agrees to follow the same procedure with regard to any new policy to be adopted by the Board during the life of this Agreement which would affect the rates of pay, wages, hours of employment, or other conditions, including the duties and responsibilities of teachers and their working conditions. Further, the Board agrees it will not adopt any new policy under this Article which is inconsistent with the provisions of this Agreement or violative of law.

ARTICLE XIX

Grievance Procedures

- A. Definition:
 - 1. A claim by a teacher or the Association of a violation, misinterpretation or misapplication of any provision of this Agreement when pursuant to wages, hours or conditions of employment may be processed as hereinafter provided.

2. An Association grievance is when the Association's Executive Board alleges a violation. It will commence in writing at Level Two.
3. The number of days indicated at each step of the Grievance Procedure is school days, unless otherwise specified. Time limits may be extended by mutual consent.
4. A grievance over which the building principal has no jurisdiction shall be initiated at Level Two. When Level One is bypassed, the grievant shall deliver a copy of the grievance to the building principal at the same time such grievance is submitted at Level Two.

B. Procedure

1. Level One:

A teacher shall first discuss the alleged grievance with the principal personally or accompanied by the teacher's Association Representative. If the grievance is not resolved, the teacher may invoke the formal grievance procedure through the Association on the proper form, furnished by the Board. The grievant shall deliver one (1) copy of the grievance to the principal and a second copy to the Association President. Within four (4) days of receipt of the written grievance, the principal shall meet with a designated representative of the Association. The principal shall indicate his/her disposition in writing within four (4) days of such meeting.

2. Level Two.

If the Association is not satisfied with the disposition, or if no disposition has been made within four (4) days or eight (8) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. If the grievance is not forwarded to the Superintendent within thirty (30) calendar days after the teacher or Association knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived.

Within six (6) days from filing, the Superintendent or designee shall meet with the Association to hear testimony. Disposition to the Association in writing will be within the following seven (7) days.

If the Association is not satisfied, or if the time limit is not met within seven (7) days (thirteen (13) days from the date of filing, whichever shall be later), and/or if a grievance was initiated at Level Two and failed satisfactory resolution, the grievance may be submitted to the next level.

3. Level Three

If the Association elects to submit the grievance to arbitration, it shall notify the Superintendent in writing within twenty-one (21) days following the disposition at Level Two.

- a. An Arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding.
- b. The Arbitrator so selected shall confer with representatives of the Board and Association; shall hold hearings promptly; and shall issue a decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power and authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- c. The parties shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party.
- d. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
- e. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction for the enforcement of the arbitrator's award.
- f. The fees and expenses of the arbitrator shall be shared equally by the parties.

C. Miscellaneous:

All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XX

Staff Development

- A. The Board and the Association agree that continuing personal and professional development is essential to effective teaching/learning.
- B. To this end, to promote coordination and continuity in staff development activities, and to assure for teachers a strong measure of direction and control of

their own growth activities, the Board and the Association will assign appropriate responsibilities to the District Staff Development Committee.

1. The District Staff Development Committee (D.S.D.C.) is hereby recognized by the Association and the Board as a Joint Committee of Four (4) Association Appointees and four (4) Administrators whose responsibility shall be to initiate and recommend those policies which affect and guide the instructional program. The council may assume, but not be limited to, responsibilities in the following staff development areas:
 - a. Surveying staff curriculum needs and interests
 - b. Planning for future staff development programs
 - c. Reviewing existing and proposed programs
 - d. Disseminating information on available programs and funding sources
 - e. Recommendation of the programs and activities that promote teacher attendance at staff development/professional growth activities

The parties will develop D.S.D.C.'s bylaws, and amendments must be mutually approved by the ELEA Executive Board and the Board of Education.

- C. The Board and Association recognize the necessity of maintaining ongoing, district-wide school improvement plans and the importance of quality educational services as a fundamental priority and shared goal of the parties. To this end, the parties to the contract will encourage positive and collaborative decision-making and acceptance of the role of community involvement.
- D. The parties further recognize that the terms and conditions of the collective-bargaining agreement will govern with respect to wages, hours and other conditions of employment; and that those terms shall not be altered or modified by the school-improvement process without written mutual agreement and ratification by the Board and Association.
- E. Participation on the District Staff Development Committee or on the individual building school improvement team (outside of professional hours) shall be voluntary. The Board agrees to provide as a minimum budget allotment \$75.00 per each General Education Teacher FTE at each building which may be used by the individual building school improvement team to compensate members of the committees or for other purposes at the discretion of the individual building school improvement team.
- F. The co-chairpersons of the District Staff Development Committee (one from secondary and one from elementary) shall be compensated at the rate of \$850.00 per year.

- G. Any funds budgeted for compensated professional leaves during a fiscal year which are not used for that purpose shall be transferred to the accounts of the District Staff Development Committee. These funds shall be allocated for conferences, inservice and professional development activities and shall be cumulative year to year to a maximum of \$10,000.00. Approval for the use of the funds is subject to the recommendation of the District Staff Development Committee.
- H. Recommendations affecting wages, hours, and working conditions shall be subject to review and approval by the Association and the Board.

ARTICLE XXI

Consultation Procedure

- A. The purpose of the consultation procedure shall be to address matters which are outside of the scope of this Agreement and/or issues related to the implementation of this Agreement.
 - 1. If a proposal is initiated by the Association, it shall be submitted in writing with the request for a meeting to the Superintendent or designee, who shall acknowledge receipt within three (3) school days thereafter and meet with the Association to discuss the proposal within fifteen (15) days thereafter. If, as a result of this meeting or subsequent meetings arranged to the mutual satisfaction of the Association and the Superintendent or designee, agreement is reached on the proposal, it shall be presented to the Board as a joint recommendation of the Superintendent and the Association. If such discussions do not result in agreement, or if the Association is dissatisfied with the course of discussion with the Superintendent, the Association may so notify the Board in writing and shall have the right to present its proposal directly to the Board in a working session not more than one (1) month thereafter.
 - 2. If a proposal is initiated by the Board or the Superintendent, the Superintendent or designee may submit the same in writing to the Association, which shall acknowledge receipt within three (3) school days thereafter and meet with the Superintendent or designee to discuss the proposal within fifteen (15) school days. Thereafter the procedure shall be as set forth in paragraph 1., above.
 - 3. Any proposal adopted by the Board and initiated or approved by the Association shall be reduced to writing, signed by the Board and the Association, and shall become an addendum to this Agreement. In any discussions as aforesaid, the Board or the Association may utilize the services of outside consultants and may call upon professional and lay representatives to participate.
- B. The provisions of this Article are in no way intended to replace or supplant the existing organization for curriculum improvement.

ARTICLE XXII

Calendar

- A. The school calendar(s) for the term of this Agreement is set forth in Schedule A, which is attached to and incorporated into this Agreement.
- B. Should more than thirty (30) hours of student instruction be canceled due to conditions not within the control of school authorities, the canceled hours which are in excess of thirty (30) shall be rescheduled at the end of the negotiated school calendar so as to provide the requisite hours of student instruction in accordance with state statute.
- C. The program content on professional development days shall be planned by the Director of Educational Services in coordination with the Staff Development Committee and the Building Administrator.
- D. All levels of instruction (elementary, middle and high school) will meet the required minimum student instruction time as specified in Section 101 of the State School Aid Act or its successor statute.

Teacher Professional Development of thirty (30) hours will be included in the calculation of student hours, to the extent permitted in Section 101(10) of the State School Aid Act or its successor legislation.

In the event the State of Michigan adopts legislation requiring Boards of Education to meet standards different from those applicable for the 2004-05 school year, the parties agree to renegotiate those provisions of this Agreement impacted by those new standards.

ARTICLE XXIII

Curriculum Chairpersons

- A. The Administration may appoint Curriculum Chairpersons for one (1) or two (2) year terms. Curriculum Chairpersons shall be members of the bargaining unit and shall have obtained tenure before their appointment.

The Curriculum Chairperson positions are established to provide input to the Board of Education as the Board of Education makes Curriculum decisions. Grade level or department members will be given an opportunity to provide input to administration when curriculum chair appointments are needed.

- 1. At the 9-12 level the following departments shall have chairpersons: English, Mathematics, Social Studies, Science, Special Education, Applied Technology and Special Areas.

The following departments at the 9-12 level shall have chairpersons:

English, Mathematics, Social Studies, Science, Special Education/Counseling, Health/Physical Education/Library/ Applied Technology, Visual Arts/Performing Arts

Curriculum Chairpersons at the 9-12 level shall receive the following benefits:

- a. Release time for curriculum purposes in the amount of two (2) one-half ($\frac{1}{2}$) days for each full time equivalent (FTE) teacher in the chairperson's department to fulfill Curriculum Chairperson responsibilities.
 - b. An annual base stipend determined as follows:
 - (1) First year 3% of BA base
 - (2) Second year 4% of BA base
 - (3) Third year 5% of BA base
 - c. Additional annual compensation calculated at the rate of \$250.00 for each FTE teacher in the department.
2. There shall be a foreign language chairperson for grades 7-12. This chairperson shall receive the following benefits:
- a. Release time for curriculum purposes in the amount of two (2) one-half ($\frac{1}{2}$) days for each full time equivalent (FTE) teacher in the chairperson's department to fulfill Curriculum Chairperson responsibilities.
 - b. An annual base stipend determined as follows:
 - (1) First year 3% of BA base
 - (2) Second year 4% of BA base
 - (3) Third year 5% of BA base
 - c. Additional annual compensation calculated at the rate of \$250.00 for each FTE teacher in the department.
3. At the 7-8 level the following departments shall have chairpersons: Language Arts, Mathematics, Social Studies, Science, Special Education and Special Areas (not to exceed one Curriculum Chairperson).

The Special Education Chairperson shall be K-8.

Curriculum Chairpersons at the 7-8 level shall receive the following benefits:

- a. Release time for curriculum purposes in the amount of three (3) one-half (½) days each semester to fulfill Curriculum Chairperson responsibilities.
 - b. An annual base stipend determined as follows:

(1)	First year	5.5% of BA base
(2)	Second year	6.5% of BA base
(3)	Third year	7.5% of BA base
4. At the K-6 level the following departments shall have chairpersons: Mathematics, Science, Social Studies, Language Arts, Music, Art and Physical Ed. Assignment of chairpersons shall conform to the following configuration:
- | | |
|---------------|-----------|
| Kindergarten | 1 persons |
| Grades 1 – 2 | 4 persons |
| Grades 3 – 4 | 4 persons |
| Grades 5 – 6 | 4 persons |
| Special Areas | 3 persons |

Curriculum Chairpersons at the K-6 level shall receive the following benefits:

- a. Release time for curriculum purposes in the amount of three (3) one-half (½) days each semester to fulfill Curriculum Chairperson responsibilities.
 - b. An annual base stipend determined as follows:

(1)	First year	5.5% of BA base
(2)	Second year	6.5% of BA base
(3)	Third year	7.5% of BA base
- B. For the purposes of this Article, the chairperson's classes in a department shall be included in the determination of the number of FTE teachers in that department. The number of FTE teachers shall be calculated to the nearest tenth.
- C. Curriculum Chairpersons shall meet a minimum of five (5) times annually with the chairperson at the level above and/or below them who is in the same subject area.
- D. Co-chairpersons in any area or level may be appointed, provided the two persons sharing the position mutually agree. If co-chairpersons are appointed they shall share the benefits.

ARTICLE XXIV

Special Teaching Assignments

A. Summer School Teachers

1. A bargaining unit member who teaches summer school shall be compensated at the hourly rate he/she earned during the preceding school year.
2. Non-bargaining unit members who teach summer school shall be compensated at an hourly rate based on Step 1 of the BA salary schedule.
3. All summer school teachers assigned to one (1) course shall be compensated for five (5) hours of preparation and record-keeping at their respective hourly rate of pay.
4. Teachers assigned to the four-week summer session shall be entitled to one (1) paid leave day in accordance with the provisions of Article XIII, Section B. Teachers assigned to the six-week summer session shall be entitled to two (2) paid leave days in accordance with the provisions of Article XIII, Section B. For purposes of this Article, paid leave shall not accumulate from year to year nor shall the accumulated sick leave of bargaining unit members be used for absences during the summer session.
5. No other terms of the Agreement shall apply to summer school teachers except that bargaining unit members employed in a summer school position shall be accorded the rights provided in Article XVI, Section C, of this Agreement.

- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be advised of a telephone number they may call as early as possible, but not later than 6:45 for the High School and 7:00 a.m. at the Middle Schools and Elementary schools, to report unavailability for work. At the High School, teachers shall make every effort to call by 6:30 a.m. Once a teacher has reported unavailability, it shall be the responsibility of the Board or its agents to arrange for a substitute teacher.

The district will consult annually with the Association regarding substitute rates in August based on a survey conducted jointly by the District and the Association.

ARTICLE XXV

Qualifications and Assignments

- A. Pupils are entitled to be taught by teachers who hold positions for which they have been certified and are qualified. For purposes of assignment and recall to a position, the teacher shall meet the qualifications as defined below.

- B. Teachers employed by the Board for a regular teaching assignment shall at a minimum have a bachelor's degree from an accredited college or university, and a Michigan Teacher's Certificate with the required endorsements for the position held by the teacher. In addition, the teacher assigned to teach at the high school level shall have a major or minor and be in accordance with North Central standards.

In the event a tenured staff member is assigned to a class or program for which the teacher's credentials are insufficient to meet Federal standards, the Board may elect to discontinue such an assignment and transfer the teacher to an assignment for which he/she meets the Federal standards and is fully certified, qualified and sufficiently senior. If there is no assignment for which a teacher is sufficiently senior and meets the standards, the teacher shall be placed on layoff and is subject to recall to a vacancy the teacher is fully certified and qualified to fill.

- C. The employment of teachers with special certificates is to be permitted only in cases where no properly certified teacher is available and in conformity with Michigan law. The Association shall be notified in each instance of a temporary certification being requested and granted by the State.
- D. Teachers shall not be assigned, except temporarily and for good cause, to positions for which they are not certified and qualified.
- E. Should a teacher be assigned to a position for which he/she is not qualified, other than those specified in Paragraph F of this Article, he/she shall be provided with written notification that he/she is not qualified under the provisions of this Article. In addition, the notice shall specify what the teacher must do to become qualified.
- F. Teachers shall be given written notice of their proposed schedules, percentage of time and building assignments by June 30 each year. In the event changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than sixty (60) calendar days prior to the commencement of the school year except under extenuating circumstances. If a change is made during the months of August or September, up to fourteen (14) hours of preparation time at the teacher's hourly rate will be provided. In addition, support services needs may be provided as mutually agreed between the teacher and the principal.
- G. Teachers who may be assigned to more than one building and who want their preference as to the next year's assignment known by the Superintendent shall submit such information in writing to the Superintendent or the Superintendent's designee before May 15.

Teachers assigned to more than one building shall be given their schedules as specified in Article XXV, Section H. Schedules shall be defined as proposed building and level assignments including the percentage of time. After traveling teachers receive their schedules, they may request and shall be given a

conference with the Superintendent or the Superintendent's designee to discuss their schedules and suggest alternate schedules.

- H. The Board will attempt to make assignments at the high-school level which will limit to three (3) the number of individual preparations a teacher must make for different courses. In the event that a teacher is assigned to more than three (3) preparations, that teacher will be allowed fifteen (15) calendar days from the date of the assignment notification to provide information to the administration concerning dissatisfaction with the assignment and possible alternatives for assignments.

Assignments requiring more than three (3) preparations will not be made for more than two (2) consecutive years unless mutually agreed to by the administrator and teacher.

- I. Co-teaching assignments for Special Education and General Education teaching teams shall be made after affected teachers have had an opportunity for input. Prior to the end of the first semester, all teachers affected by co-teaching will be given an opportunity to attend an annual review meeting.

ARTICLE XXVI

Paid Extra Curricular Assignments

A. Annual Appointments

1. All appointments to be reimbursed as extra-curricular assignments are annual appointments automatically renewed for teachers unless there is just cause for non-renewal. Such appointments become binding to the Board and the employee at the time the position is authorized.
2. At the time the assignment is made such assignment will be accompanied with a written statement which shall name the employee, the assignment, responsibilities, the duration of the assignment, and the compensation to be paid.
3. The building principal shall maintain the right to recommend to the Superintendent the candidate who has the best qualifications for the assignment. An employee is not required to accept the assignment against his/her will.

B. Appointment Procedure

Each principal shall annually recommend employees for appointment to each paid extra-curricular assignment authorized for the school year.

1. Coaches

The principal or designee shall notify the coach in writing, not later than sixty (60) days following the end of the season, stating his/her intention as to whether the principal will recommend reappointment, dismissal or placement on probation for the forthcoming year.

2. Other Positions

The principal or designee shall annually recommend employees for appointment to each paid extra-curricular assignment authorized for the school year.

C. Evaluations

Evaluations of all extra-curricular assignments are to be done no less than once every three (3) years, and the responsibility for same will be carried out as follows:

1. The principal or designee is required to evaluate all coaches.
2. Head coaches may provide information to be used in the evaluation of the assistant coaches.
3. The principal or designee will evaluate all other extra-curricular positions, and shall follow a standard format to be mutually agreed upon by the Board and the Association.

D. Termination

1. The principal or designee, after showing in writing due cause, may release or place on probation any employee at any time.
2. Terminations from extra-curricular assignments may be appealed to an impartial third party mutually acceptable to the Association and Board.

ARTICLE XXVII

Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B, which is attached to and incorporated into this Agreement. Such salary schedule(s) shall remain in effect for the period of this Agreement. Salary Schedule B for the 2008-2009 2009-10 School Year is:

1st Semester: Increase Steps 2-12 of 2008-2009 Salary Schedule by .25%
Increase Step 13 of 2008-2009 Salary Schedule by .50%

2nd Semester: Increase Steps 2-12 of first semester 2009-2010 Salary Schedule by .25% (to result in a total of .5% improvement)

over the 2008-2009 Salary Schedule). Increase Step 13 of first semester 2009-2010 Salary Schedule by .50% (to result in a total 1% improvement over the 2008-2009 Salary Schedule)

The second semester salary schedule shall be regarded as the final and concluding salary schedule for 2009-2010 and shall be the basis for the reopener negotiations for 2010-2011. Step 1 of the 2009-2010 Salary schedule shall remain the same as the 2008-2009 Salary schedule.

- B. Upon employment with the district, bargaining unit members shall receive no less than one-half ($\frac{1}{2}$) credit on the salary schedule for years of previous teaching experience provided that the member has had K-12 teaching experience and has taught under a recognized State or Continuing teaching certificate.

The Board shall grant no less than one-half ($\frac{1}{2}$) credit for years of previous related experience for those bargaining unit positions which do not require a teaching certificate.

- C. A teacher must work and/or receive pay for at least the number of days in a semester during a given school year in order to qualify for the next step on the salary schedule for the succeeding year.

- J. The extracurricular salaries are set forth in Schedule C, which is attached to and incorporated into this Agreement.

1. For the purpose of determining eligibility for experience on Schedule C, persons serving in head coaching positions will receive credit for years served as assistant to the position. Similarly, experience in a C-Schedule position at the middle schools will apply toward experience credit for the same sport/activity at the high school and vice versa. Likewise, class advisors will receive experience credit for for years served as advisor to any class at the high school. (See Appendix for examples.)

2. The Board reserves the right to place new staff on Years 1-5 of Schedule C as it deems appropriate, but the Board will pay only for actual experience in C-Schedule positions in the East Lansing Public Schools for years 6-10 and year 11 Plus placement.

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

- F. A teacher's hourly rate may be calculated by dividing the basic salary by the number of contracted days as provided in the calendar attached hereto as Schedule A and by the number of hours of the teacher's full-time assignment. A full-time assignment shall be defined as seven (7) hours per day for the purpose of this calculation.

- G. Teachers required in the course of their work to drive personal vehicles are eligible to receive the mileage reimbursement rate as established by the Internal Revenue Service (IRS) (the IRS rate in effect on July first for the following school year) for travel within and outside the school district under the following criterion:
1. All travel for assignments to more than one building.
 2. Travel for conferences that are administrator initiated. Option of teacher to wave mileage reimbursement for teacher initiated conference.
 3. Approved travel to perform professional responsibilities (Approved by immediate supervisor).
 4. Application for reimbursement will use actual mileage or current mileage chart for inter and/or intra district travel.
 5. Hard copy of electronic mileage reimbursement forms will be used for standardization.
 6. Individuals may submit at time of travel or at end of semester, but NOT LATER THAN (NLT) the end of school year.

The Board shall provide liability insurance protection for teachers when their personal vehicles are used as provided in this section.

- H. Salaries are paid on the basis of 21 pay periods.

Teachers shall have the option of receiving salary payments in twenty-one (21) or twenty-six (26) installments. Requests for salary in 26 pay periods shall be submitted prior to August 15 in any year. Those who choose the option of twenty-six (26) installments may elect to receive the balance of their contract salary on the first pay day following the final teacher contract day by submitting a written request to the payroll office prior to April 15 in any year.

- I. Teachers who have completed fourteen (14) years of continuous service with the District will receive a longevity payment to be established at Seven Hundred Fifty Dollars (\$750) above BA/Step 13; Eight Hundred Fifty Dollars (\$850) above MA/Step 13; Nine Hundred Fifty Dollars (\$950) above EdS/Step 13; and One Thousand Fifty Dollars (\$1050) above Ph.D./Step 13.

Teachers who have completed nineteen (19) years of continuous service shall be additionally entitled to Eleven Hundred Dollars (\$1100) above BA/Step 13; One Thousand One Hundred Fifty Dollars (\$1150) above MA/Step 13; One Thousand Two Hundred Fifty Dollars (\$1250) above EdS/Step 13; and One Thousand Three Hundred Fifty Dollars (\$1350) above Ph.D./Step 13. Longevity amounts shall be cumulative.

Effective with the 2006-2007 school year, the terms "continuous service with the District", for longevity eligibility purposes, shall include years of service to East Lansing Public Schools, as well as any years of external teaching service for

which salary schedule experience credit was granted at the time of the teacher's initial hire at East Lansing Public Schools.

ARTICLE XXVIII

Employee Earned Benefits

- A. The Board shall provide without cost to the teacher group life insurance protection in the amount of \$50,000 AD&D during the life of this contract. Said insurance policy is payable to the teacher's designated beneficiary thereof with provisions for double indemnity in the event of accidental death.
- B. The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 80% of Class I benefits and 80% of Class II benefits with a \$1,000 maximum, as provided by Delta Dental Insurance.
- C. Effective as soon as practicable after the ratification of this Agreement, those employees who elect not to enroll in the health insurance program offered shall receive \$300.00 each month in cash under a valid IRS Section 125 plan established by the Board.
- D. The Board agrees to provide without cost to each teacher an insured income continuation plan for disability extending beyond the teacher's accumulated sick leave. The Board will guarantee 60% of the employee's income from Schedule B beginning from the fifth working day following the exhaustion of sick days and continuing to ninety days at which time the long term disability (LTD) policy will activate. The benefits of the plan will be consistent with the Union Mutual Insurance Company policy 12453 and the certificate booklet dated May 1996 which consists of the following levels of benefits. If a discrepancy exists, policy 12453 and the May 1996 certificate booklet shall prevail.
- 60% minimum (reduced by primary Social Security, Worker's Comp, or any other employer-sponsored benefit)
 - 90% maximum (increased above 60% by certain other income)
 - Freeze on social security offset
 - \$5,000 maximum monthly benefit
 - Continuation of age 65 (or older for those over 60 on date of disability)
 - 90 calendar waiting period or exhaustion of accumulated sick leave whichever is greater
 - 2 year survivor benefit
- E. Effective as soon as possible after ratification of this Agreement and during the remaining life of this Agreement, the Board shall make available up to full-family Physicians Health Plan Plus (Benefit Summary 30431-011-111 Hospital, Medical and Surgical protection, or an equivalent policy (\$5 generic / \$10 brand name on Preferred Drug List / \$25 brand name not on Preferred Drug List Copay on prescription drugs, \$20 office visit copay, \$25 urgent care facility copay, \$50 emergency room copay). Coverage shall be for a full twelve(12) months'

coverage. It is expressly understood that full twelve (12) months' coverage is dependent upon completion of the teacher's contract for the total school year.

- F. The Board shall provide without cost to the bargaining unit member MESSA Vision Services Plan 2 (VSP-2).
- G. The Board agrees to deduct premiums for variable tax-deferred annuities which are paid solely by the teacher and further agrees to remit such premiums to the designated insurance company, subject to the limitations set forth in Article V., Paragraphs D. and E.
- H. The Board agrees to furnish to all teachers employed at 20% time or more the fringe-benefit package available to full-time teaching staff as provided in this contract. The Board will bear the amount of the cost represented by the teacher's contract time. The remaining portion of the cost shall be paid by the employee through payroll deduction. Any employee who has been covered by the fringe-benefit package prior to July 1, 1977 shall continue to be covered during the life of this Agreement.

Part-time employees desiring this option shall arrange for this pro-rated coverage with the business office on or before September 15 of any school year or within twenty-five (25) days following employment, if that occurs after the school year's beginning.

- I. In each year of this Agreement, the Board of Education will pay the employer required contributory retirement amount to the Michigan Public School Employees' Retirement Fund. The rate of contribution will be set by the State.
- J. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation in coverage.
- K. General Provisions Related to Insurance Coverage

- 1. The insurance coverage benefit year shall be a twelve (12) month period starting September 1 through the following August 31 each year of the Master Agreement.
- 2. In the event a teacher resigns or is terminated during the school year, the insurance shall terminate at the end of the month of resignation or effective date in an executed termination agreement.
- 3. In the event a teacher resigns from employment after the end of a school year and before the start of the next school year, the insurance shall be continued through August 31 of that year, unless the teacher becomes employed elsewhere prior to August 31. Provided, that a teacher who resigns and waives insurance for the months of July-August shall receive

\$500. The waiver must be in writing and furnished to the District by May 15.

4. There shall be a 30-day open enrollment period each year from September 1 through September 30, or any other time mutually agreed to by the parties and the insurance carrier.
5. In the event a teacher begins employment after the start of the open enrollment period, the teacher shall be eligible for insurance benefits effective on the first day of service that the insurance carrier permits for such coverage.
6. In the event a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the teacher's dependents for the balance of that school year (i.e. June 30). If the teacher dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the teacher's dependents through August 31 of that year.

ARTICLE XXIX

Teacher Incapacity

- A. Whenever the Board claims that a bargaining unit member is physically or mentally incapable of performing his/her normal responsibilities, it shall notify the Association and the affected bargaining unit member in writing. Said notice shall specify the reason(s) for the alleged incapacity and, further, shall request the appointment of appropriate medical personnel to examine the teacher.
 1. The Board, the Association and the bargaining unit member each shall be entitled to appoint a doctor as specified in Sections 2 and 3, below, to conduct the appropriate examination(s).
 2. Should the Board claim that the bargaining unit member's incapacity is due to physical reasons, the parties' appointees shall be licensed in the State of Michigan as either Medical Doctors or Doctors of Osteopathic Medicine.
 3. Should the Board claim that the bargaining unit member's incapacity is due to mental reasons, the parties' appointees shall be licensed in the State of Michigan as Clinical Psychologists, Medical Doctors or Doctors of Osteopathic Medicine.
 4. Each of the parties shall notify the others of its appointee in writing within fourteen (14) calendar days of receipt of the Board's written request as referenced in Section A, above.
 5. Once written notice of the appointee(s) has been served upon the other parties, the appointees shall not be changed without mutual consent

among all three (3) parties except as may be necessary due to death, incapacity, legal restrictions or an appointee's refusal to serve.

6. The bargaining unit member shall arrange for an examination and a written medical evaluation by each of the appointees within twenty (20) business days of the Board's initial request as referenced in Section A, above, or as soon thereafter as possible.
 7. The appointees' examinations and written medical evaluations shall be conducted and completed independently of one another.
 8. Each of the parties shall provide the others with a copy of the written report submitted by its appointee within (5) calendar days of receipt of the same.
 9. Upon receipt of the written reports of all of the appointees, the Board shall, within fourteen (14) school days, determine the bargaining unit member's status.
 10. Should the Board determine that the bargaining unit member is incapacitated, it shall notify the Association and the bargaining unit member in writing. Said notice shall specify the reasons for such a determination and, further, shall specify the commencement of a leave of absence and the length of the period of leave.
 11. In any event, the period of leave shall not extend beyond the close of the following school year.
 12. A bargaining unit member who is determined to be incapacitated shall be eligible for benefits in accordance with the disability provisions of Article XXVIII of this Agreement.
- B. Except as provided in Section F of this Article, the decision of the Board shall be final unless the Association submits the matter for arbitration.
1. Should the Association determine to submit the matter for arbitration, it shall notify the Board in writing within ten (10) school days after receipt of the Board's written decision.
 2. Should a demand for arbitration be filed, the arbitration proceeding shall be governed by Article XIX, Section B. 4 of this Agreement.
- C. Not more than sixty (60) days prior to the end of the period of leave, the Board may request that the appointees reconvene to examine the bargaining unit member and report their findings to the Board, provided that the Association and the bargaining unit member are notified in writing. Any allegation of continuing disability shall be subject to the provisions set forth herein, including the right of arbitration.

- D. Once the Board has determined that a bargaining unit member is incapacitated, its sole remedy is to place the unit member on disability with disability benefits as provided in Article XXVIII of this Agreement.
- E. During the pendency of any proceeding under this Article, the Board shall have the right to remove or reassign the bargaining unit member from his/her normal responsibilities provided that said bargaining unit member is compensated at his/her regular salary during such removal or reassignment.
- F. After the first thirty (30) calendar days of a Board designated period of incapacity, the bargaining unit member, the Association, or both may submit written evidence that the bargaining unit member is no longer incapacitated.
 - 1. The bargaining unit member, the Association, or both may request that the period of disability be terminated and that the bargaining unit member be reinstated to his/her regular and normal responsibilities at the then applicable rate of pay.
 - 2. Should the Board refuse to reinstate the bargaining unit member to his/her regular and normal responsibilities, such refusal shall be in writing and subject to arbitration as provided herein.
 - 3. Should the Association determine to submit the matter for arbitration, it shall notify the Board in writing within ten (10) school days after receipt of the Board's written decision.
 - 4. The bargaining unit member may make no more than one (1) request for reinstatement during a Board-designated period of incapacity.
 - 5. The bargaining unit member may make no more than one (1) request for reinstatement during any subsequent Board-designated period of continuing incapacity.
- G. Upon return from disability, the bargaining unit member shall be reinstated to the same position or a substantially equivalent position with no loss of benefits.
- H. The expenses and fees of the parties' appointees, from whom the Board receives a written report, shall be borne by the Board.

ARTICLE XXX

Mentor Teachers

- A. A mentor teacher shall perform the duties specified in Section 1526 of the School Code. A mentor teacher shall be a bargaining unit member with four (4) or more years of service with the District.
- B. Each bargaining unit member who is new to the teaching profession shall be assigned up to two (2) mentor teachers for the first three years of employment in classroom. The mentor teacher shall be available to provide collegial

professional support, guidance and consultation, assist in accessing needed District resources and reacting to District provided information.

- C. The mentor teacher/mentee assignment shall be subject to the following conditions:
1. Participation as a mentor shall be voluntary. In the event there are not sufficient bargaining unit volunteers, the District may appoint mentor teachers from any source permitted by Section 1526 of the School Code.
 2. An attempt will be made to match mentor teachers and mentees from the same building who have the same area of certification or work assignment.
 3. The mentor teacher assignment shall be subject to renewal on a year-to-year basis based on a review by the administration, the mentor teacher and the mentee at the end of the year.
 4. The mentor/mentee relationship shall be confidential and shall not in any fashion be a matter included in the evaluation of the mentor teacher or mentee.
 5. The District shall notify the Association of all mentor teacher/mentee assignments.
 6. Upon request of the mentor and mentee and with the approval of the building supervisor, the District will make available reasonable release time for the mentor teacher and mentee for the purpose of conducting observations, model teaching and other support activities during the regular work day.
- D. Mentor teachers shall be compensated at the rate of thirty dollars (\$30.00) an hour for up to thirty (30) hours per year for performing mentoring duties.
- E. In the event the law requiring mentor teachers is repealed or amended during the life of this Agreement, the provisions of this Article that are affected by such change shall be suspended from operation.

ARTICLE XXXI

Miscellaneous Provisions

- A. No teacher shall be required to submit to a polygraph or lie detector device in any investigation without his/her consent.
- B. The Association shall be duly advised by the Superintendent of fiscal, budgetary and tax programs affecting the district and shall, whenever feasible, have the opportunity to consult with the Board with respect thereto prior to general publication.

- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any actions required by the Board under the No Child Left Behind Act (NCLB) result in a duty to bargain under the Public Employees Relation Act, bargaining shall be initiated by the parties in a time frame sufficient to allow completion of bargaining prior to the deadlines specified in the NCLB.
- E. Copies of this Agreement shall be printed at the sole expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

Copies of a successor Agreement shall be made available within one (1) month after ratification or by the first day of work in the school year, whichever is applicable.

- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. A teacher shall be released from regular duties without loss of salary at least one (1) day each school year for the purpose of participating in area or regional meetings of the Michigan Education Association, when lawfully scheduled.
- H. For the duration of this Agreement, the Board agrees to pay the cost of any physical examination required of new teachers coming into the system. The Board will pay the cost of Board-provided tuberculin skin tests. Teachers electing any x-ray in lieu of such tests shall be reimbursed at the level of the Board's cost for Board-administered tests.
- I. Any teacher who volunteers to participate in an exchange program that the Board may enter into with another school system for purposes of curricular or cultural diversity shall, during the time volunteered in the other district, be compensated at not less than the salary and benefits then entitled to in accordance with this Agreement. Upon return to the district, the teacher shall be restored to the same teaching position held at the time of volunteering. Time out of the district shall be deemed time with the district for purposes of any time computation under this agreement or for advancement on the salary schedule or any other right, benefit or privilege provided by this Agreement.
- J. Whenever it is necessary, in the judgment of the Board, Superintendent or principal, to appoint a teacher to a district-level committee, the appointing agency

shall consult with the President of the Association before making such appointment.

- K. Individual contracts shall be issued by October 1 or within thirty (30) calendar days of the ratification of this Agreement, whichever is later. Any teacher employed after the ratification of this Agreement shall be issued an individual contract within thirty (30) days of employment.

ARTICLE XXXII

Duration of Agreement

This Agreement shall become effective upon ratification by the parties and shall continue in effect until June 30, 2012.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, whether or not any notice of termination has been served on either party by the other.

For the second and third years of this Agreement (i.e. 2010-2011 and 2011-2012) there shall be a reopener on the following : Article XXVII / Professional Compensation; Article XXVIII / Employee Earned Benefits; Salary Schedule B; Schedule C; School Year Calendar; one Article selected by the Board and one Article selected by the Association

The effective date for the modifications made in the recently ratified agreement between the parties to Article XXVII, Professional Compensation, Section A, shall be fully retroactive to the first day worked in the 2009-10 contractual work year except that the modification to the salary schedules will not be applicable to individuals whose employment with District terminated for a reason other than retirement prior to the date of ratification. The modifications to all other provisions are effective the date this Agreement is ratified by both parties or on the date specifically indicated in this Agreement.

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

EAST LANSING EDUCATION
ASSOCIATION/INGHAM CLINTON
EDUCATION ASSOCIATION

By: _____
Its President

By: _____
Its President

By: _____
Its Secretary

By: _____
Its Secretary

Date Ratified: _____

Date Ratified: _____

EAST LANSING PUBLIC SCHOOLS
2009-10 SCHOOL YEAR CALENDAR

Common Dates for All Levels

Other Dates Specific to Grade Levels

September 2-3	Teacher Work Day and Professional Development	<u>Elementary</u>	
September 7	Labor Day Holiday No Classes K-12	September 8 March 17	First Day of School - (No Classes in p.m.) Parent Conferences - (No Classes in p.m.)
October 27 & 29	Parent Conferences (No classes in p.m. K-12)	<u>Middle School</u>	
October 30	Conference Offset Day No Classes K-12	September 8	First Day of School - Full Day
November 25-27	Thanksgiving Holiday Break No Classes K-12	<u>High School</u>	
Dec. 21 – Jan. 1	Winter Holiday Break No Classes K-12	September 8 January 20-22 June 9-11	First Day of School - Full Day Final Exams - (No Classes in p.m.) Final Exams - (No Classes in p.m.)
January 4	Classes Resume		
January 18	Martin Luther King Jr. Holiday No Classes K-12		
February 12	Mid-Winter Break No Classes K-12		
February 15	President's Day Holiday No Classes K-12	<u>School Hours</u>	
February 16	Teacher Professional Development No Classes K-12	<u>Elementary*</u>	K-4 Full Day - 8:45 a.m. - 3:38 p.m. Half Day - 8:45 a.m. - 12:13 p.m.
March 9 & 11	Parent Conferences (No Classes in p.m. K-12)		5-6 Full Day - 8:55 a.m. - 3:48 p.m. Half Day - 8:55 a.m. - 12:23 p.m.
March 12	Conference Offset Day No Classes K-12		AM Kindergarten - 8:45 a.m. - 12:00 noon Half Days - 8:45 a.m. - 12:13 p.m.
April 2-9	Spring Break No Classes K-12		
May 31	Memorial Day Holiday No Classes K-12	<u>Middle School</u>	Full Day – 8:10 a.m. - 3:04 p.m. AM Half Day - 8:10 a.m. - 11:27 a.m.
June 11	Last Student Day (No Classes p.m. K-12)		
June 11	Last Teacher Day	<u>High School</u>	Full Day – 8:00 a.m. - 2:55 p.m. AM Half Day - 8:00 a.m. - 11:11 a.m. Exam Day 8:00 a.m. - 11:31 a.m.

* Switch Days are (10/27, 3/11 & 3/17) ½ day K and Y5s do not attend

EAST LANSING PUBLIC SCHOOLS

SALARY SCHEDULE B
2009-10 1st Semester

STEP	BA	MA	SPECIALIST	PH.D.
1	37,965	40,169	41,154	41,894
2	39,965	42,281	43,270	44,009
3	41,968	44,403	45,382	46,122
4	44,061	46,620	47,605	48,344
5	46,264	48,944	49,933	50,662
6	48,578	51,393	52,381	53,120
7	51,007	53,966	54,951	55,695
8	53,558	56,665	57,649	58,388
9	56,678	59,492	60,481	61,223
10	59,045	62,466	63,456	64,196
11	61,631	66,934	67,921	69,692
12	64,223	71,404	72,391	73,130
13	65,511	72,835	73,840	74,595

EAST LANSING PUBLIC SCHOOLS

SALARY SCHEDULE B
2009-10 2nd Semester

STEP	BA	MA	SPECIALIST	PH.D.
1	37,965	40,169	41,154	41,894
2	40,064	42,387	43,378	44,118
3	42,072	44,513	45,495	46,237
4	44,171	46,737	47,723	48,464
5	46,380	49,066	50,057	50,789
6	48,699	51,521	52,511	53,253
7	51,134	54,100	55,088	55,834
8	53,691	56,807	57,793	58,533
9	56,820	59,641	60,632	61,375
10	59,192	62,622	63,614	64,356
11	61,784	67,101	68,091	69,866
12	64,383	71,582	72,571	73,313
13	65,837	73,198	74,208	74,966

EAST LANSING PUBLIC SCHOOLS

SALARY SCHEDULE B
2009-10 Average

STEP	BA	MA	SPECIALIST	PH.D.
1	37,965	40,169	41,154	41,894
2	40,014	42,334	43,324	44,064
3	42,020	44,458	45,439	46,180
4	44,116	46,678	47,664	48,404
5	46,322	49,005	49,995	50,726
6	48,639	51,457	52,446	53,187
7	51,071	54,033	55,020	55,764
8	53,624	56,736	57,721	58,460
9	56,749	59,567	60,556	61,299
10	59,119	62,544	63,535	64,276
11	61,708	67,017	68,006	69,779
12	64,303	71,493	72,481	73,222
13	65,674	73,017	74,024	74,781

SCHEDULE C

Extra and Co-Curricular Positions and Salary Schedules

The appropriate percentage (%) factors shall be based upon 1st year B.A. FTE base salary for the year in which the work is performed.

EAST LANSING HEAD COACHES

POSITION (S)	SALARY FORMULA PERCENTAGES		
	Years 1-5	Years 6-10	Year 11 Plus
Basketball	20	21	22
Football	20	21	22
Track	18	19	20
Soccer	18	19	20
Baseball	17	18	19
Softball	17	18	19
Swimming	17	18	19
Wrestling	17	18	19
Volleyball	17	18	19
LaCross	17	18	19
Tennis	15	16	17
Cheerleading	15	16	17
Gymnastics	15	16	17
Hockey	15	16	17
Event Manager	15	16	17
Cross Country	13	14	15
Golf	13	14	15
Skiing	13	14	15

EAST LANSING ASSISTANT COACHES

POSITION	SALARY FORMULA PERCENTAGES		
	Years 1-5	Years 6-10	Year 11 Plus
Basketball	12	13	14
Football	12	13	14
Track	10	11	12
Soccer	10	11	12
Baseball	9	10	11
Softball	9	10	11
Swimming	9	10	11
Diving			
Wrestling	9	10	11
Volleyball	9	10	11
Tennis	8	9	10
Cheerleading	8	9	10
Gymnastics	8	9	10
Hockey	8	9	10
Cross Country	7	8	9
Golf	7	8	9
Skiing	7	8	9

EAST LANSING INTRAMURALS, CLASS AND CLUB ADVISORS, SAFETIES

Position	SALARY FORMULA PERCENTAGES		
Intramural	14	15	16
NHS	7	8	9
Key Club	7	8	9
SADD	6	7	8
Student Pride	9	10	11
Language Club	5	6	7
Student Radio	5	6	7
Art Club	5	6	7
BSU	5	6	7
Asian Pacific Affairs Club	5	6	7
Hispanic Club	5	6	7
Dance Club	4	5	6
Senior Advisor	7	8	9
Junior Advisor	7	8	9
Sophomore Adv.	7	8	9
Freshman Adv.	7	8	9
Student Counsel	7	8	9
Safeties	4	5	6

EAST LANSING ACADEMIC COACHES

POSITION	SALARY FORMULA PERCENTAGES		
	Years 1-5	Years 6-10	Years 11 Plus
Debate	15	16	17
Debate Coach	6	7	8
Quiz bowl	7	8	9
U.N. Club	7	8	9

EAST LANSING HIGH SCHOOL MUSIC/DRAMA

POSITION	SALARY FORMULA PERCENTAGES		
	Years 1-5	Years 6-10	Years 11 Plus
Band Director	16	17	18
Concert Band	10	11	12
Stage Band	8	9	10
Orchestra	15	16	17
Color Guard	8	9	10
Vocal Music	14	15	16
Percussion Instructor	5	6	7
Director of Theater	19	20	21
Drama Performance	15	16	17
Stage Manager	10	11	15
Stage Technician	5	6	7
Drama Assistant	6	7	8

EAST LANSING MIDDLE SCHOOL MUSIC/DRAMA

POSITION	SALARY FORMULA PERCENTAGES		
	Years 1-5	Years 6-10	Years 11 Plus
Band Director	6	7	8
Stage/Jazz Band	7	8	9
Orchestra	7	8	9
Vocal Music	6	7	8

EAST LANSING MIDDLE SCHOOL INTRAMURAL

POSITION	SALARY FORMULA PERCENTAGES
M.S. Supervisor	\$1,200/season (Prorated for season of less than 12 weeks)
Special Olympics Coach	\$600/sport - \$2,400 maximum for year

EAST LANSING ELEMENTARY MUSIC

POSITION	SALARY FORMULA PERCENTAGES		
	Years 1-5	Years 6-10	Years 11 Plus
Elementary Choir/MS Drama	4	5	6

EAST LANSING CURRICULUM EXTENSION: PUBLICATIONS

POSITION	SALARY FORMULA PERCENTAGES		
	Years 1-5	Years 6-10	Years 11 Plus
Newspaper	8	9	10
Ceniad Advisor	7	8	9
Yrbk. Bus. Mgr.	3	4	5
Yearbook MS	6	7	8
Soliloquy	4	5	6

Schedule C:

When the Board determines to create a new Schedule C position, it shall negotiate the percentage factor for that position with the Association.

Changes in any part of the Schedule C pay formula shall take place upon the mutual consent of the ELEA and the ELPS Board of Education.

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