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Title: **Lansing School District Board of Education and Lansing Schools Education Association (LSEA), National Education Association (NEA), (2003)**

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83030

X = 7/06

1400  
workers

**MASTER AGREEMENT**

**between**

**LANSING SCHOOLS EDUCATION ASSOCIATION**

**and**

**LANSING SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**2003-2006**

## ARTICLE 1

### Recognition

- A. The Board hereby recognizes the LSEA as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for those employees included in the unit for bargaining as set forth in the paragraph below. The term "teacher" when used hereinafter in this Agreement shall refer to all employees within the unit. The term "Board" when used hereinafter shall refer to the Board of Education of the Lansing School District, its administrative agents and supervisory personnel.
- B. The following teacher personnel who hold valid contracts with the Lansing School District comprise this bargaining unit:
- preschool-12 classroom teachers,
  - teacher consultants,
  - guidance counselors,
  - school media specialists/librarians,
  - school social workers,
  - physical therapists,
  - occupational therapists,
  - audiologists,
  - program specialists,
  - special education teachers,
  - speech and hearing therapists,
  - remedial reading teachers,
  - advanced instruction teachers, literacy teachers/coaches,
  - mentoring specialists,
  - educational resource specialists,
  - vocational education instructors,
  - YPED nurses,
  - school psychologists,
  - teachers of the homebound or hospitalized,
  - MSRP teaching staff and coordinator,
  - science coordinator, health education coordinator, gifted and talented coordinator, vocational education coordinator, 21<sup>st</sup> century community activities coordinator and any other coordinators who were members of the bargaining unit on or before July 31, 2003,
  - school nurses,
  - vocational support specialists,
  - planning specialists,
  - only those production specialists who were members of the bargaining unit on or before July 31, 2003
  - building substitute teachers as defined in MERC Case No. R91 E-117

but excluding:

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

## ARTICLE 2

### **Association and Teacher Rights**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right to freely join and support the LSEA for the purpose of engaging in collective bargaining or negotiations. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any 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.
- B. Nothing contained herein shall be construed to restrict or deny to any teacher rights they may have under any other laws.
- C. LSEA announcements during duty hours shall be permitted only at the close of building faculty meetings. Association activities will in no way interfere with classroom or preparation time.
- D. The Board recognizes and respects the right of citizens to make suggestions for the improvements of public schools, but maintains that no group can deny academic freedom to educators. The Board recognizes that the education profession has both the right and the responsibility to insist that children must be free to learn broad areas of knowledge, including those considered controversial. Thus, no special limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas, except that:
  - 1. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
  - 2. The teacher shall have the responsibility of keeping the principal informed of all controversial issues to be taught outside the accepted course of study.

If any group or individual brings charges against the teacher designed to impede the teacher's freedom to teach, and the teacher's position concurs with Board of Education Policy #6122, Study of Controversial Issues, and numbers 1 and 2 above, the Board shall provide without cost to the teacher the necessary and sufficient leave of absence, legal assistance, and other support for the protection of academic freedom. Any amendment to Policy #6122 will be distributed by the Board to each teacher.

- E.
  - 1. The LSEA shall have the right to use building facilities at reasonable times and hours for teacher meetings outside the working day when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the Building Administrator. When special custodial service is required, the Board will charge the LSEA for the actual charge involved.
  - 2. Duly authorized officials of the LSEA shall be permitted to transact official LSEA business on school property at all reasonable times, provided it does not interfere with or interrupt or affect normal school operations or assigned duties. It is the responsibility of the above-mentioned officials to report their presence to the office of the building principal before their conference with any teacher.
  - 3. The LSEA, by its representatives, may, for LSEA purposes, enjoy the use of Board typewriters, calculating machines, duplicating equipment, and audio-visual and amplifying equipment provided, however, all such use shall be only when such equipment is not in use for educational or instructional purposes as determined by the

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

**Q. Responding to Requests for Teacher Personnel Records**

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

- The LSD shall provide prompt notice to the teacher and the LSEA Uniserv Director that a request has been received by the LSD that seeks information or public records from the teacher's personnel file(s).
- Identification of the party making the request for information shall be provided by the LSD to the teacher or the LSEA Uniserve Director if requested.
- A copy of the written request for information concerning a teacher shall be provided by the LSD to the teacher or the LSEA Uniserve Director upon request.
- Copies of the specific records the LSD intends to copy and release to the requesting party shall be provided to the teacher or the LSEA Uniserve Director upon request.
- The LSD shall review all documents it intends to release to a requesting party for the purpose of determining whether such documents are exempt from release under an

## ARTICLE 3

### **Association and Teacher Responsibilities**

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

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

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

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

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

G. **Residency**

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

The following are exceptions to the above suggested residency requirement:

## ARTICLE 4

### **Grievance Procedure**

- A. A claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. The LSEA shall maintain a Grievance Committee for the purpose stipulated in Section F of this Article. In the event that members of the Grievance Committee are a party in interest to any grievance, they shall disqualify themselves.
- C. The number of days indicated at each step of the Grievance Procedure are calendar days, excluding weekends and holidays, should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent.
- D. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- E. The failure of an administrator to communicate the decision to the teacher within the specified time limits shall permit the teacher and/or Association to proceed to the next step in the Grievance Procedure.
- F. In the handling and processing of a grievance the following procedure shall apply:

#### **1. STEP ONE**

Within fourteen (14) days of the date a grievance occurs, the teacher shall discuss the grievance with his/her immediate supervisor individually, together with the LSEA Building Association Representative, and/or through another official LSEA Representative with the objective of resolving the matter informally. Within seven (7) days after discussion of the grievance, the administrator or a designee shall give the disposition orally to the teacher. Issues involving an underpayment of money shall have an additional twenty-eight (28) calendar days for timely filing of a grievance.

#### **2. STEP TWO**

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

The administrator or a designee shall give the teacher an answer in writing no later than seven (7) days after receipt of the written grievance.

#### **3. STEP THREE**

If the grievance is not resolved at Step Two, the teacher shall immediately transmit the grievance to the Association's Grievance Committee. Within twelve (12) days of the date of disposition at Step Two, the Grievance Committee shall consider the merit of the grievance and in the event it is considered meritorious shall file the written grievance

### **G. Powers of the Arbitrator**

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

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish or alter salary schedules.
3. The arbitrator's powers shall be limited to deciding whether the Board has violated the express Articles or Sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

H. Both parties agree to be bound by the decision of the arbitrator and agree that either party may enter judgment thereon in any court of competent jurisdiction.

### **I. Miscellaneous**

1. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. The form "Statement of Grievance" can be obtained from an Association Representative or the LSEA Office.
5. Access shall be made available to records of all unprivileged information used in the determination and processing of the grievance.
6. No grievance shall be filed for or by any teacher after the effective date of his/her resignation.
7. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
8. If any teacher has a grievance regarding any condition of employment covered by the Michigan Tenure Act, such grievance shall be dealt with exclusively through the provisions of said Act and the established procedures thereof.
9. Two or more grievances on the same subject may be handled by the Board as one grievance. When such a situation occurs, the Association shall be notified and the answer directed to the Association Representative or the Association.
10. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the LSEA if the adjustment is not inconsistent with the terms of this Agreement, providing that the LSEA has been given opportunity to be present at such adjustment.
11. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.

## ARTICLE 5

### **Teaching Conditions**

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

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

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

8. A counselor shall not be assigned as a substitute teacher or an acting administrator except in cases of emergency.

**G. Department Chairpersons**

1. The chairpersons of the following secondary departments shall have one hour of released time: Science, Social Studies, Language Arts, Math, and Counseling.
2. Each year the principal shall provide an opportunity for individual teachers to make suggestions for department chairpersons at least five (5) days prior to the selection of the department chairpersons by the principal. The principal shall consider such suggestions in making the decision. Department chairpersons of departments other than those listed above shall be selected in the same manner and shall be given released time with the approval of the principal and the consultant during periods of peak activity. Except at schools with differentiated staffing in the physical education department, the physical education department chairperson shall be given released time of up to four (4) half days per semester, upon approval of the principal, to handle department business.
3. Department chairpersons are not to be considered supervisory personnel.
4. Department chairpersons shall be responsible directly to the principal for the performance of their duties and shall be given a formal evaluation each year.
5. For calculation purposes in determining departments and department chairpersons (excluding reading), team members shall be counted (on a proportional basis) for the subject areas of the core curriculum for which the team members are responsible.

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

6. Before the end of each school year and before the appointment of the following year's department chairs, the staff may agree to eliminate department chair release time for the following year in exchange for the provisions below upon concurrence of 60% of the building's bargaining unit members.

**Department Chair System**

	<u>Teacher Compensation</u>	<u>Team Incentive</u>
Current Dept. Chair System	-0-	-0-
Dept. Chair w/o Release w/Extra Duty Pay (5 per H.S., 5 per M.S., no Reading)	12% BA Base	\$10,000

**H. Team Leaders and Lead Teachers**

Team leaders and lead teachers shall be selected in the same manner as department chairpersons as specified in Section G, part 2, above. (Compensation for team leaders and lead teachers shall be in accordance with Article 17, Section F. 10.)

## **N. Medical Needs of Students**

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

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

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

1. The District, in accordance with its commitment, will provide appropriate resources for the staff in the school and initiation of an organized planning process.
2. The District shall identify all students with a health/medical need that must be addressed during the school day.
3. If not already accomplished by other District resources, the school nurse will be responsible to see the following is accomplished:
  - a. verify that the student is medically able to attend school;
  - b. generate a health assessment of the student based on home, hospital, or school visit;
  - c. obtain pertinent medical information and a signed physician's statement indicating the student's medical problems, interventions required, and the training necessary to make the interventions; and
  - d. determine whether there are any nursing acts, functions, or tasks which may be delegated.
4. Identified students with medically related disabilities shall have an individualized written health care plan that specifies what services are needed and the person(s) responsible for assuring those services are provided. This applies to both general education students as well as special education students. This plan shall be written by the parent, at least one (1) classroom teacher, a health care professional, and an administrator. Others may be included as appropriate. In individual cases where the health care plan is straightforward, the parent(s), teacher(s), and administrator may agree to a plan developed by the school nurse.
5. **Routine and Scheduled Services** – When a classroom teacher is assigned or has the responsibility for a student whose health care plan requires special health or medically-related services, the classroom teacher shall not be expected to provide these services on a routine or scheduled basis. The maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions shall be the responsibility of the individual caregiver as assigned in the health care plan.
6. **Emergency Care/Services** – A written, student-specific emergency plan shall be in place for each medically fragile student. All staff involved with the student should have a copy of the plan. Each staff member involved with the student shall be appropriately trained in all relevant details of the emergency plan.

## **ARTICLE 6**

### **Vacancies, Assignments, and Transfers**

#### **A. Definitions**

1. A vacancy is an unoccupied position in the bargaining unit, which the Board intends to fill and for which there are no unassigned qualified teachers, and which was vacated or created for one of the following reasons:
  - a. death;
  - b. newly created;
  - c. retirement;
  - d. discharge for cause;
  - e. transfer of a bargaining unit member;
  - f. unpaid Leave of Absence for longer than one (1) semester; or
  - g. resignation.
2. A teacher shall be considered unassigned if his/her position has been eliminated, he/she is on full or partial layoff, and/or he/she is scheduled to return from a Leave of Absence of longer than one (1) semester.
3. A teacher shall be deemed qualified for a vacancy if the teacher possesses both state certification in the area and either has at least twelve (12) semester hours (or 18 term hours) in the subject area/position being sought or has taught in/performed the duties of the position at least one (1) year in the previous seven (7) years. It is understood that teaching any elementary grade shall meet this criterion for teaching grades K through 6 and the core subjects for grades 7 and 8. Elementary teachers assigned to teach art, music, physical education, etc., shall be endorsed in the specialty area in which they are assigned to teach, except when layoffs occur. Qualifications for co-curricular and LSEA hourly assignments shall be established by the Board. Commencing January 2006, qualified shall mean "highly qualified" in accordance with NCLB.

#### **B. Posting of Vacancies**

1. All vacancies shall be posted for seven (7) working days on a designated bulletin board in each building, with a copy to the LSEA. During vacation periods, vacancies shall be posted in the Personnel Office, with a copy to the LSEA. All postings shall include the job description, necessary qualifications, and the date by which applications must be received. If known, the posting shall also list the building and grade level (if applicable) to which the selected candidate will be initially assigned, it being understood that listing these details will not constitute a guarantee that the assignment will not be altered in the future.
2. Vacancies which arise during the school year and are filled temporarily for the duration of the school year and are to be continued the following school year shall be posted on March 15 of that school year.
3. The Board may fill a vacancy of less than one (1) semester temporarily by using a substitute. For vacancies of longer than a semester, the Board shall hire a regular employee.

#### **C. Filling of Vacancies (See Appendix L)**

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

provided score information of other individuals; however, the LSEA may review this information.

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

**D. Transfers**

1. A position shall not be regarded as a vacancy when a class is transferred to another building. The teacher in that assignment shall follow the class. If an involuntary transfer occurs during the semester, the transferred teacher shall be given two (2) working days of released time to prepare for the new assignment.
  2. The Board and the Association recognize that it may be necessary for the administration to accomplish inter-building transfers. By way of example but not limitation, transfers may become necessary to meet load conditions, to accommodate school closings, to meet instructional requirements, to maintain a balance of experienced and inexperienced teachers on a particular staff
    - a. When involuntary transfers are affected and layoffs will not result, the least senior teacher in the affected building who has the applicable certification and qualification (see Article 6.A.) shall be moved first, provided that the move is consistent with the purpose of the transfer.
    - b. When involuntary transfers are necessitated, the problems shall be presented by the principal or supervisor to the affected building staff or department in an effort to find a volunteer. If a mutually agreed transfer is not possible, the procedure described in paragraph 2.a above shall then be used to determine which teacher shall be transferred.
    - c. If an involuntary transfer occurs during the semester, the transferred teacher shall be given two (2) working days of released time to prepare for the new assignment.
    - d. No teacher shall be involuntarily transferred from a salaried position to an hourly position or from an hourly position to a salaried position.
- E. None of the terms of this Article shall be construed in such a way as to prohibit the Board from initiating efforts and activities that may yield a faculty composition that by race and ethnicity more closely approximates the racial and ethnic balance of the Lansing community's workforce in each building and throughout the district.
- F. No secondary teachers shall have more than three (3) preparations a day; each modified, accelerated, and enriched class shall be considered a separate preparation. Exceptions may be made with the teacher's written approval. It is recognized that teachers who have low student enrollment in foreign languages may be required to teach four levels of the language without violating this Section.
- G. No teacher shall be used as a substitute except in case of emergency, it being understood expressly that the failure of a substitute to arrive on time and the unavailability of an administrator shall be considered an emergency. Teachers performing as a substitute shall be paid at the Article 17.F.9 rate.
- H. A teacher volunteering for extra duties shall be paid at a rate specified in Article 17 except when waived by the teacher.
- I. 1. Whenever schedules so allow, teachers assigned to more than one school shall not be required to drive during their duty-free lunch hour or planning time.

instructor will not have an explicit, continuous planning period as provided for in Article 8, but may from time to time find it necessary to be absent from the room to coordinate his/her work with other staff members, to take reasonable breaks, or for other work-related reasons. During such times, the ISS instructor will coordinate responsible coverage of the room with the assigned ISS assistant.

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

3. For purposes of Article 8, assignment to ISS shall constitute one (1) preparation.
  4. Up to four (4) hours per day of teacher assistant time shall be available exclusively for the ISS room.
  5. If required by the staff members assigned to the program, study carrels will be provided for each student.
- O. When a teacher is displaced from a school and selects a new assignment in another school through the displaced teacher process, the principal in the new school shall initiate the "goodness of fit" process for the newly reassigned teacher's first year in the new building. The "goodness of fit" procedure shall involve a first semester and second semester professional conversation/meeting between the principal and the newly reassigned teacher during which the principal provides the teacher with feedback concerning how the teacher is "fitting" into the new school. At the end of the "goodness of fit" process, the principal shall determine either to have the teacher remain in the position at the school or the position shall be posted as a vacancy, at which time, the teacher becomes displaced and may apply for posted vacancies or selects a new assignment in another school through the displaced teacher process. The steps of the "goodness-of-fit" procedure are specified in Appendix I.
- P. Teachers may voluntarily leave a building at the end of a school year and will be placed on the displaced teacher list for reassignment in the subsequent year. Teachers who are on an improvement plan shall not have the right to leave a building without the agreement of the teacher involved, the current principal, the receiving principal, the LSEA and the chief administrator for human resources. Teachers who voluntarily put themselves on the displaced teacher list shall not be allowed to rescind the decision.
- Q. Teachers who are displaced due to a school reconstitution or from a school closing shall be placed on the displaced teacher list for reassignment in the subsequent school year.

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

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

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

#### **E. Elementary Overloads**

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

#### **F. Secondary Maximums**

Class size maximums are set forth in Appendix C.

#### **G. Secondary Overloads**

1. Teachers shall be paid .01% of the BA base per week per pupil in classes where there is one pupil over the maximum for secondary classes set forth in Appendix C. Fractional overloads shall be paid on the first 3/4th and every 1/4th thereafter.
2. Overloads shall be determined and paid each semester by using the average of four (4) count dates, as listed as follows:

## 2. Elementary

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

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

- b. Students mainstreamed less than half-time:

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

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

## 3. Secondary

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

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

cannot be covered by a substitute, the District will attempt to reschedule the library time for the affected building(s).

- d. During those times that an elementary classroom teacher's students are being instructed by an elementary specialist identified in Article 5, Section M, the elementary classroom teacher may utilize this time for instructional planning and preparation.

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

3. Teacher lunch - 40 minutes minimum duty-free
4. Pupil conferences - If parents request individual conferences regarding students and the parents are unable to meet during the normal day, the teacher will be available for individual conferences outside the above times.

#### **E. Middle School Hours**

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

1. Teacher-pupil classroom instruction including any homeroom shall follow the present practice subject to current instructional minutes defined in Appendix B. The instructional day normally shall be divided into six periods. Teachers shall teach classes for five of these six periods.
2. Teacher planning of one period duration; each sixth and seventh grade team shall have a common planning period.
3. Teacher lunch of 23 minutes duty-free
4. Teacher supervision and pupil conferences

#### **F. Senior High Hours**

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

1. Vocational teacher assignments shall be six (6) hours of instruction including coordination and placement activities. Vocational teacher's lunch hours shall not be less than 30 minutes based upon scheduling constraints.
2. Teacher-pupil classroom instruction including any homeroom shall follow the present practice subject to the current instructional minutes defined in "C" above. The instructional day normally shall be divided into six periods. Teachers shall teach classes for five of these six periods.
3. Teacher planning of one (1) period duration; group planning and evaluation sessions shall be scheduled as needed by staff.
4. Teacher lunch of one (1) period duty-free

**I. Support Personnel Hours**

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

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

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

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

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

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

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

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

**J. Hourly Employee Hours**

1. Hourly LSEA employees shall not work in excess of forty (40) hours per week and will be scheduled between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday unless otherwise noted on a position vacancy posting. The Board shall establish work schedules for employees.

## ARTICLE 9

### **Protection of Teachers**

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

If a request to remove a pupil is denied, the teacher shall have a right to pursue the appeal process set forth in the Board's Student Discipline Code. The removal of the pupil is subject to the policies and procedures of the District and building discipline codes.
- C. 1. The Board agrees to indemnify and hold harmless any teacher to the extent held pecuniarily liable in excess of \$150,000 for any claim for damages to persons or property that arise out of an incident related to employment and further agrees to provide a defense against any such action excepting, however, such coverage will not be provided in those cases of willful and wanton misconduct by the teacher.
2. Any case of employment-related assault and battery upon a teacher shall be immediately reported to the immediate supervisor. Upon written request, the Board shall provide legal counsel to advise the teacher of any rights and obligations in connection

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

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

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

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

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

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

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

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

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

7. The completed "Appraisal Of A Professional" report shall be provided the teacher within fifteen (15) work days of the final observation.
8. A teacher who disagrees with a completed written "Appraisal of a Professional/Evaluation Insert" may submit a written statement which shall be attached to the personnel file copy.
9. If an improvement plan, or an IDP issued as the result of an unsatisfactory rating in a performance area(s), is required, the teacher may request a re-evaluation by another administrator responsible for supervision of instruction or from the Personnel Office within ten (10) working days from the time the teacher is notified that he/she is being placed on a required improvement plan. The teacher may nominate three (3) administrators for this task with the final decision being made by the superintendent/designee. The teacher may request that the administrator remain involved to verify the completion of the plan.
10. Test results of academic progress of students shall not be used as a criteria of the quality of a teacher's service or fitness for retention. Any review of the success rate of program objectives as provided in the special education code and vocational education code shall not be utilized as the only basis to evaluate the quality of a teacher's service or fitness for retention.
11. In any area in which the administrator feels improvement is needed, the reasons shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve together with a reasonable timeline for accomplishing the identified improvements. The teacher will have the opportunity to review any suggested or required IDP or improvement plan prior to implementation. Assistance will be given by the administrator and/or other staff members.
12. The evaluation process shall be completed by May 1 of the current contract year unless the teacher is on a required IDP or plan of improvement.

**B. Probationary Teacher - Additional Procedures**

1. Probationary teachers shall be evaluated at least once each year during the probationary period.
2. An Individual Development Plan (IDP) shall be created in consultation with the probationary teacher at the beginning of each school year.

**C. Tenure/Non-Probationary Teacher - Additional Procedures**

Tenure/non-probationary teachers shall be evaluated at least once every three (3) years.

**D. Hourly Employee**

Employees in hourly positions shall be evaluated within twelve (12) months of starting in an hourly position. Thereafter, evaluations shall be completed at least once every three (3) years. Employees will be evaluated by the applicable administrator. Evaluation forms and procedures shall be developed jointly by the District and the LSEA.

**E. Teacher Evaluation Conversion**

The parties have agreed to adopt and implement both the Framework for Professional Practice and Teacher Evaluation Process and the Revised Framework for Student Service Professionals during the 2004-2005 and 2005-2006 school years as the means of replacing the District's current evaluation process and booklets. In light of this change, the parties agree to the following terms to support the transition to the new evaluation system:

## ARTICLE 11

### **Professional Conduct and Disciplinary Procedures**

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement governing the professional conduct of teachers. A current copy of these rules and regulations shall be available in each building.
- B. The Board and the LSEA recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon the teaching profession and the Lansing School District. Breaches of professional conduct are subject to disciplinary procedures. Such breaches include, but are not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations, and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the offending teacher.
- C. Before any meeting is called from which disciplinary action may result, the teacher shall be notified and shall be entitled to have present an Association Representative(s). If an Association Representative is requested to be present, no longer than two (2) days may lapse before such meeting is held.
- D. The administration may convene counseling meetings with employees concerning work issues. Informal counseling meetings may be held between the administrator and the employee to discuss issues of concern. At the discretion of the administrator, Association representation at informal counseling sessions may be allowed. Informal counseling meetings shall not be documented except for the purpose of personal notes that are for the authoring administrator's reference only. Formal counseling meetings held between the administrator and the employee will be documented in writing by the administrator with a copy provided to the employee only. Such documentation may include a reference that future consequences were discussed; however, it shall not be placed in the employees personnel file but shall be maintained by the authoring administrator. Employee requests for Association representation at formal counseling meetings shall be honored. If an Association Representative is requested to be present, no longer than two (2) days may lapse before such meeting is held. Counseling shall not be considered disciplinary and shall not be subject to the grievance procedure.
- E. No teacher shall be disciplined without just cause. Disciplinary action shall be defined as any written reprimand, suspension, or discharge.
  - 1. The Board may place a teacher on a non-disciplinary administrative leave with pay pending an investigation of a complaint of a serious nature.
  - 2. Such leave shall not exceed ten (10) days without a meeting being held with the Association to discuss the reason for exceeding ten (10) days unless the Association consents to extending this time without a meeting.
  - 3. In consultation with the Association, the Board may reassign the teacher to the LSEA Office or a different district location during the investigation.
  - 4. The LSEA President or Uniserv Director shall be contacted before placing a teacher on administrative leave.
- F. Whenever disciplinary action is reduced to writing, the administrator may file a copy in the teacher's personnel file. The teacher shall acknowledge receipt of his/her copy by signing the file copy.

## ARTICLE 12

### **Layoff and Recall**

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

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

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

- B. If for any reason the Board anticipates a reduction of staff, it shall, prior to taking formal action, consult with the LSEA to receive recommendations regarding priorities and procedures to be followed.
- C. In the event it becomes necessary to reduce the number of teachers through layoff from employment or to reduce the number of teachers in a given subject area, field, or program or to eliminate or consolidate positions, the following procedures shall be followed.
1. The Board shall determine the hourly and/or salaried positions to be eliminated and shall notify the LSEA.
  2. The Board shall identify the least senior hourly and/or salaried teachers equal in number to the hourly and/or salaried positions to be eliminated (hereinafter referred to as "least senior teachers").
  3. The least senior teachers in the positions to be eliminated who are also in the group of least senior teachers shall be laid off.
  4. The least senior teachers in the positions to be eliminated who are not in the group of least senior teachers shall be placed by descending order of seniority in a position previously held by one of those teachers in the least senior group provided the teacher is certificated and qualified (see Article 6.A.) for the position or, if the position is a non-certificated position, qualified.
  5. Following the implementation of #3 and #4 above, the Board shall effect involuntary transfers so as to insure the retention of the most senior teachers except where the involuntary transfer may remove a person from a position assigned to effectuate a reasonable accommodation provided by law.
  6. Following the implementation of #3, #4, and #5 above, teachers for whom there is no assignment available shall be laid off.

sending of the recall, unless an extension is granted in writing by the Board, said teacher may be considered as a voluntary quit and shall thereby terminate the individual's employment contract and any other employment relationship with the Board.

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

**D. Adoptive Leave**

Any teacher may apply for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoptive agency, the teacher desiring leave shall apply to the Personnel Office for an adoptive leave which shall commence when the teacher assumes custody of the child and shall continue for the duration of a semester or school year. Requests from teachers desiring to return from an adoptive leave prior to the end of the requested leave shall be considered by the Personnel Office. Upon request of the teacher, the leave shall be extended for one additional school year.

**E. Public Office Leave**

1. A teacher who has been on the staff of the Lansing School District for a minimum of three (3) years and has a record of satisfactory service shall be entitled to a leave of absence without pay to campaign for or serve in public office.
2. Such leave shall be granted in segments of one semester or more by the Board upon recommendation of the Superintendent.
3. Teachers holding political office requiring their occasional presence during school hours for non-compensable political office functions may utilize their available personal leave time for such absences.

**F. Sabbatical Leave**

**1. Qualifications**

- a. The applicant must be a full-time, contractual professional employee who is on the BA+ or higher salary schedule.
- b. The applicant must have been employed in the Lansing School District for at least seven (7) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence without pay granted by the Board for professional improvement, restoration of health, parental, adoptive, or maternity leave shall not be deemed a break in continuity of service required by this Section.
- c. The applicant must not have been granted a sabbatical leave of absence from the Lansing School District during the seven (7) consecutive years of service immediately preceding the current application.
- d. The applicant must sign an agreement to return to service with the Lansing School District immediately upon termination of the sabbatical leave and to continue in such service for a period of two (2) years, unless causes beyond the applicant's control prevent, or to refund any compensation received from the Lansing School District while on leave except as the Board shall, by special action, waive such obligation.
- e. All applicants shall be reviewed for recommendation to the Superintendent by a committee consisting of six (6) members, three (3) appointed by the Superintendent and three (3) appointed by the LSEA. The committee shall consider among other qualifications the following: the extent of the applicant's professional study, travel, research, growth contributions, and successful service during the seven (7) years preceding the application.
- f. Requests for sabbatical leaves will be considered only for a full semester or a full school year.

For a leave beginning in January, the application shall be filed by the end of the preceding June. Leaves must be for semester durations. Applications submitted after the specified time limits may be considered at the discretion of the Board.

- c. A teacher requesting a leave of absence for study shall be required to take at least ten (10) semester hours a semester or ten (10) term hours a quarter in a university or college accredited by the North Central Association of Colleges and Secondary Schools or an equivalent agency which may include credit hours for conducting and/or compiling research toward an advanced degree course or for teacher retraining.
- d. Study leave shall be a leave without pay and may be granted by the Board on recommendation of the committee provided for in Article 13, Section F, paragraph 1, part e.
- e. A teacher being granted a leave of absence for study shall advance on the salary schedule as the teacher would have advanced had the teacher been employed in the Lansing School District, provided a transcript is filed indicating the required credits have been earned.

## **2. Exchange Teaching**

- a. A teacher may apply for an exchange teaching assignment for a period not to exceed one (1) year in another state of the United States, another country, or a territory of either following five (5) years of satisfactory service in the Lansing School District, provided said teacher states an intent to return to the Lansing School District for a minimum of one (1) year.
- b. Exchange leaves with pay may be granted by the Board upon recommendation of the Superintendent following receipt of the recommendation of the committee provided for in Article 13, Section F, paragraph 1, part e.
- c. A teacher being granted an exchange teaching leave of absence shall advance on the salary schedule as the teacher would have advanced had the teacher been employed in the Lansing School District.
- d. Requests for a leave of absence for an exchange teaching assignment shall be made by the end of the first semester for a leave beginning the following September.

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

- a. A teacher who has been employed in the Lansing School District for a minimum of three (3) years and has a record of satisfactory service shall be eligible for a leave of absence for a period not to exceed two (2) years to teach in an assignment abroad in schools maintained by the United States, provided said teacher states an intent to return to the Lansing School District for a minimum period of one (1) year.
- b. Such leave granted shall be leave without pay and may be granted by the Board upon recommendation of the Superintendent following receipt of the recommendation of the committee provided for in Article 13, Section F, paragraph 1, part e.
- c. A teacher granted such leave shall advance on the salary schedule as the teacher would have advanced had the teacher been employed in the Lansing School District.
- d. Requests for a leave of absence for such an assignment shall be made by the end of the first semester for a leave beginning the following September.

4. Release from regular duty with full pay may be granted, upon request, for approved visitations to other schools which need not be in the Lansing School District.
5. Substitutes shall be provided for teachers released for the purposes of this section.

**M. Absence of Financial Liability**

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

**N Extraordinary Leave**

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

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

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

**O. Family and Medical Leave Act of 1993**

1. It is understood that the Family and Medical Leave Act of 1993 does not abrogate the rights of the parties under this collective bargaining agreement. Where additional benefits are extended by the Act to teachers, those additional benefits will be honored by the District. Where certain employer rights are also granted in connection with those additional benefits, the District shall be free to exercise those rights.
2. Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave which is otherwise available under the provisions of this agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of the eligible employee to the extent permitted by the law and its implementing regulations.
3. Upon receiving notice of a request for leave of absence either under the collective bargaining agreement or under F.M.L.A., the District shall notify the teacher when granting the requested leave in accordance with federal regulations that the use of the leave time will serve to satisfy the F.M.L.A. required leave time.
4. Rights of employees under F.M.L.A., as well as certification of the health care provider and a definition of a "serious health condition" are contained in Appendix F.

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

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

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

- a. Teacher hired at the beginning of the school year - Post 2 days.
  - b. Teacher hired after ninth week of the first semester - Post 1-1/2 days.
  - c. Teacher hired at the beginning of the second semester - Post 1 day.
  - d. Teacher hired after the ninth week of the second semester - Post 1/2 day.
- D. Each teacher shall present a signed statement indicating the reason for each absence, such statement to be filed in the principal's or immediate supervisor's office. The principal or immediate supervisor may request a physician's statement for an absence of five (5) or more days duration. Teachers anticipating an extended absence of five (5) days or more shall notify his/her immediate supervisor and the Substitute Teacher's Office of the expected duration of the absence.
- E. Teachers properly covered by a certificated volunteer(s) arranged by the teacher with the principal's approval may be permitted to leave their building up to one-half day for School District employment-related activities without suffering the loss of any pay, sick leave, or personal leave.
- F. Teachers must call the Substitute Teacher's Calling System before 6:30 a.m. in the secondary buildings and before 7:00 a.m. in the elementary buildings to report unavailability for work. Each teacher shall at the time of reporting the absence state the type of leave being taken and the anticipated length of the absence.
- G. Any teacher who is absent because of injury compensable under the Michigan Worker's Compensation law, except as provided in Article 9, Section C, paragraph 3, shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and the teacher's regular salary for a period up to four (4) weeks. Beyond four (4) weeks, such payments will be charged against compensable leave on a pro-rated basis computed on the relationship of the differential pay to the teacher's regular weekly pay until the compensable leave is exhausted.
- H Upon request, the LSEA President shall be released full-time. Upon return to active status, the affected teacher shall be placed in the same assignment held at the time the leave began; shall be placed at the same position on the salary schedule as she/he would have been had she/he taught in the District during such period; and shall be granted sick leave accumulation and seniority as if she/he had taught during the period of release. The returning LSEA President may waive the right to return to the same assignment.

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

## **ARTICLE 15**

### **Summer School and Summer Assignments**

#### **A. Summer School Vacancies**

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

#### **B. Summer School Evaluation Forms**

See Appendix E.

#### **C. Summer School Compensable Leave**

All teachers employed at the commencement of a summer school session shall be eligible to receive compensable leave time in accordance with Article 14, I of this Agreement.

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

## ARTICLE 16

### **Curriculum**

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

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

#### **B. Instructional Council**

1. An Instructional Council is established to act as a decision-making body for recommendations to the Superintendent to improve student learning through curriculum development, instructional improvement, evaluation, and staff development for the School District. In carrying out its responsibilities, the Instructional Council shall function as:
  - a. an initiating agency and clearinghouse for research and innovations;
  - b. a recommending agency for policy change and philosophy renewal;
  - c. an agency for curriculum realignment to review and balance curricular emphasis;
  - d. a promotional agency for staff development programs;
  - e. a reviewing agency for accountability procedures;
  - f. a consulting agency for citizen's groups to
    - 1) bring ideas and concerns of teachers, administrators, and citizens into focus and
    - 2) provide resource people, research, and background information on curriculum and instructional matters; and
  - g. an agency for reviewing federal, state, and locally funded programs, especially those affecting more than one (1) building.
2. Any curriculum change, instructional management system, or instructional program which is intended for system-wide application shall be implemented only after review by the Instructional Council.
3. The Board and the Association shall participate when and where feasible and practical with private organizations, governmental units and agencies, or teacher groups in alternative processes to improve educational quality and student learning. Such alternatives shall be reviewed by the Instructional Council which will make recommendations to the Superintendent's staff.
4. The Instructional Council shall be composed of six (6) administrators, six (6) teachers, six (6) parents, and six (6) students from the secondary schools in the system. Each of the twenty-four (24) members shall have an equal vote in the matters before the Instructional Council. They shall be selected as follows:

### **C. Steering Committees**

1. The role of the Curriculum Steering Committees shall be to exert district-wide leadership in providing a viable and up-to-date instructional program in their area of special concern. Among the responsibilities of the Steering Committees will be the following:
  - a. development of realistic goals and objectives for their curricular area and making recommendations to the Instructional Council;
  - b. development of approaches, methods, materials, and/or programs as alternative processes that buildings may select and use for reaching the district-wide objectives;
  - c. prompt communication of Committee recommendations to schools, departments, and the Instructional Council;
  - d. organization and promotion of in-service activities for staff development;
  - e. evaluation of both new and existing programs, and the development of appropriate instruments and procedures for these evaluations;
  - f. undertaking studies or research as directed by the Instructional Council.
2. Steering committees may be established by the Instructional Council or by request to the Instructional Council to meet the needs of staff in a particular curriculum area, or a particular grade level, or program area. At any time a steering committee does not meet the following guidelines, it will be subject to a review by the Instructional Council.
  - a. Each steering committee shall be composed of a representative group of volunteer teacher members plus the coordinator of the area if there is one. In addition, the committee is strongly urged to have student and parent members.

Each steering committee will suggest the representative number of its members and will report this number to the Curriculum Office each spring.
  - b. All steering committee meetings shall be open meetings.
  - c. Each steering committee shall select its own teacher chairperson in the spring to serve the following year. The chairperson will serve no more than two (2) consecutive one-year (1) terms. The name of the chairperson will be reported to the Curriculum Office each spring.
  - d. Steering committees will hold a minimum of five (5) meetings per school year.
  - e. Teachers or groups of teachers wishing to propose innovative programs may present such proposals to the appropriate steering committee for study and recommendation. If the recommendation has district-wide implications, the steering committee will present it to the Instructional Council. If the recommendation has only implications for individual buildings, then it should be communicated to the building staff as an alternative for them to consider.
3. The Association Representative will secure teacher volunteers for steering committees early in the fall semester. The Curriculum Office will facilitate collecting these names and giving them to the respective steering committees. In addition, steering committees will review their membership to be sure they have a broad representation of teachers from various instructional levels and buildings. If the membership is not representative, the committee will recruit additional volunteers from the buildings and/or levels needed.

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

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

Ideological Expenditures Administrative Procedures" (hereinafter referred to as the Association's Policy and Procedures) shall be required to pay a reduced Representation Benefit Fee to the full extent permitted by state and federal law. The objecting non-member's exclusive remedy shall be through the Association's Policy and Procedures together with appropriate state or federal agencies or the courts. The non-member may authorize payroll deduction for such fees in the same manner as provided for professional dues. The Association shall provide to all non-members copies of the Association's Policy and Procedures.

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

## ARTICLE 18

### Compensation

- A. Regular pay shall begin not later than the second Friday of the school year and shall continue bi-weekly. A teacher, upon the date of hire, determines whether he/she will be paid on the basis of twenty-two (22) or twenty-six (26) periods. The Personnel Office must be notified in writing by the last scheduled workday of the preceding school year of any change. A teacher on twenty-six (26) pay periods who wishes to receive all accrued pay at the close of the school year must notify the Personnel Office in writing by the last pay in April. The current schedule of payment shall continue for all present employees.

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

- B. A teacher who is required as a part of the job on a regular basis to use a personal vehicle for transportation in order to perform duties shall be reimbursed the maximum per mile rate currently allowable by the Internal Revenue Service. Mileage will be computed on the basis of actual miles logged and reported each month. If a problem arises because of an employee's untimely submission of a mileage reimbursement request, the Association agrees that it will meet with the Board and the delinquent employee to resolve the problem.
- C. Teachers to be employed in the system with previous teaching experience may be given up to eight (8) years credit at the Board's discretion and placed at the appropriate step on the salary schedule.

Any former teacher of the Lansing School District who is re-employed within a period not exceeding five (5) years shall be placed on the salary schedule at the next step above the one on which the salary was based when the teacher left the District or shall be given credit for teaching experience as provided in this Section, whichever is greater.

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

#### D. 1. Retirement

- a. Having reached the age requirement of the Michigan Public School Employees Retirement Act and having completed at least fifteen (15) years of service with the Lansing School District, the teacher upon retirement shall receive a lump sum payment for each year of service in the Lansing School District up to a maximum of 143.40 for 2003-04, maximum of \$4,302; \$145.83 for 2004-05, maximum of \$4,375; and 2005-06, to be determined.
- b. The following will disqualify a teacher for retirement pay eligibility:
- 1) any teacher whose dismissal is sustained by the Michigan State Tenure Commission;
  - 2) any teacher who is dismissed or resigns at the request of the Board;

drug/alcohol; freeze  
on offsets

\*The Blue Care Network/Health Central, Inc., plan known as "high option" and that the plan shall include plan riders known as "extended nursing home days", "\$2.00 drug co-pay rider," and "extended mental health." The monthly cost to the Board shall not exceed the cost of the monthly premium of MESSA Super Care I.

**b. Part-time Employees**

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

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

**c. Health Insurance Options/Deductibles**

For the duration of the contract MESSA TRI-MED Insurance premiums shall be fully paid by the Board.

For teachers on Tri-Med, additional compensation in an amount of \$160.00 per month beginning January 2004, shall be paid through June 2004, \$163.00 per month beginning July 2004 through June 2005 and an amount to be determined beginning July 2005 through July 2006.

For teachers on Tri Med preferring SC1, 100% of the annual cost difference each year between Tri Med and SC1 shall be paid to such teachers, as long as they remain on SC1.

Any teacher may elect to reserve in an LSD Section 125 Spending Account annually an amount equal to 100% of the cost difference each year between Super Care 1 and Tri Med in order to enjoy Super Care 1 coverage for that year.

Monthly cash in lieu of health insurance shall be \$200.00 per month. If total members electing the cash in lieu of health insurance option exceeds 175 members the monthly amount will increase from \$200.00 per month to \$300.00 per month.

making a report with recommendations to both the Board and the LSEA at least one year prior to the expiration of the collective bargaining agreement.

**F. Teacher's Salary Schedule (See Appendix A)**

1. Any professional staff member who has completed twenty-three (23) term hours on an approved program as a candidate for a master's degree shall qualify for the BA+ schedule.
2. Any professional staff member who has completed forty-five (45) term hours beyond the master's degree on a program of study approved by the Superintendent of Schools will be placed on the MA+ schedule.
3. The salary is based upon a teaching load for 185 workdays:
4. Any teacher placed on the BA+ salary column will be continued on that column until such time as the master's degree is awarded. At no time will a teacher be returned to a column of lesser educational achievement.
5. Changes in teacher contracts which result in column advancements on the salary schedule will be reviewed by the Personnel Office. It shall be the responsibility of the staff member to notify the Chief Administrator for Personnel Matters and/or designee of any change in classification and to provide official evidence from the college or university of requirements completed. Transcripts do not constitute notification since these are not evaluated by the Chief Administrator for Personnel Matters and/or designee until requested in writing by the applicant for a change of salary status. Pay increases will be retroactive to the date that the degree is posted on the transcript or the official term ending date, but may not go further back than the current fiscal year.
6. Holders of a Ph.D. degree teaching in the area in which the Ph.D. was earned shall be paid at the Ph.D. rate. Holders of a Ph.D. degree teaching outside of the area in which the Ph.D. was earned may submit to the Personnel Office a request for review of their doctoral program. If it is determined by the Associate Superintendent for Personnel that the doctoral program is related to the subject area taught, the Ph.D. rate shall be granted.
7. Certified Career and Technology Education (CTE) teachers, coordinators, advisors, and/or counselors who are required for state reimbursement for CTE programs operating in the Lansing School District and who are employed by the District and were vocationally certified on or before August 31, 1994, will be paid at the rate of 12% of \$26,545 for degree or \$19,432 for non-degree base (whichever is applicable) when teaching or operating two (2) three-hour classes/programs. All other CTE teachers, coordinators, advisors, and/or counselors will be reimbursed on a prorating of 1% of \$26,545 per hour of instruction or program operation per semester.  
  
Teachers hired by the District for the 1994-95 school year or later or who were not vocationally certified on or before August 31, 1994, shall receive 2% of the BA-1 for teaching two (2) three-hour blocks. These new teachers will not be eligible for the additional percentage contained in the first paragraph, above.
8. Only those special education teachers who taught special education in the School District in 1972-73 and who are presently teaching special education shall receive \$300 for certification.
9. **Extra Assignments - (See Appendix A-3)**
10. Lead teachers working with twelve (12) or more teacher equivalents for thirty-eight (38) weeks shall be paid an additional \$2,010 in 2003-04, \$2,044 in 2004-05 and \$2,085 in

**HIGH SCHOOL AND MIDDLE SCHOOL YEAR ACTIVITIES:**

*HS ATHLETIC DIRECTOR	20%	*SPECIAL OLYMPICS DIRECTOR	20%
**HS BAND DIRECTOR	15%	HS ATHLETIC TRAINER	12%
HS ASSISTANT AD	13%	HS TREASURER	8.5%
HS DEBATE/FORENSICS	9%	HS CHOIR	8%
HS INTRAMURAL	8%	MS TREASURER	8%
HS DANCE	8%	HS YEARBOOK ADVISOR	6%
HS BOOK CUSTODIAN	7%	HS NEWSPAPER ADVISOR	5.5%
MS BAND DIRECTOR	6%	HS/MS ORCHESTRA DIR.	5%
MS BOOK CUSTODIAN	5%	HS POM POMS	4.5%
HS/MS DRAMA PER ACTIVITY	5%	MS NEWSPAPER	4.5%
HS BUS. ADVISOR FOR PUBL.	4.5%	JUNIOR SYMPHONY DIRECTOR	15%
MATH O RAMA	9%	JUNIOR SYMPHONY	13%
HS QUIZ BOWL	8%	ACADEMIC GAMES	9%
YES CLUB	2%	ACADEMIC DECATHLON	9%
		MATH-A-RAMA	9%

**FALL ACTIVITIES:**

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

**WINTER ACTIVITIES:**

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

**SPRING ACTIVITIES:**

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

\*ONE HOUR RELEASE TIME

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

**H. Intramural Program (Athletic and Intramural Programs)**

Middle School

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

All percentages are applied to BA Base Step 2.

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

**1. Elementary Building Co-Curricular Activities**

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

**2. Environmental Center Instructional Camping Program**

Three percent (3%) per weekly camping experience [may be pro-rated for less than four (4) nights].

**3. Special Olympics Activity Coach**

Two percent (2%) per activity with a maximum of ten (10) paid activities district-wide per year.

**4. Vocational Student Organizations**

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

**5. Elementary Computer Network Manager**

The elementary school network computer manager and/or assistant shall report and be responsible to the building principal for the performance of his/her duties and shall be paid a total of three percent (3%).

**6. LSEA President School Year Stipend – 25%**

**7. LSEA President Summer Stipend – 25%**

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

1. An intramural program involving thirty-five (35) hours of student contact time shall not supplant the current intramural program involving sixty (60) hours of student contact time currently being paid at 4.5% of the BA base.

2. Dates and activities for the intramural program will be established each year.

3. The intramural program involving thirty-five (35) hours of student contact time shall be paid at the rate of 2.6% of the BA base.

Calculation:  $35 \text{ hours} / 60 \text{ hours} = 58.3\%$   
 $4.5\% \times 58.3\% = 2.6\%$  of the BA base

4. The middle school intramural positions will commence at the end of the middle school (student) school day and accordingly, the positions contained in paragraph 2 will be posted locally in each middle school and positions filled with applicants therefrom, if qualified applicants are available. If no qualified applicants are available, then the positions will be posted and filled in accordance with Article 6 of the collective bargaining agreement.

## ARTICLE 19

### **Responsible Autonomy**

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

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

## **ARTICLE 20**

### **Professional Council**

- A. In order to establish a line of communication with the District's administration through which mutual concerns of the teachers and the Board may be voiced and resolved, a Professional Council will be established. The Professional Council shall be composed of the LSEA President and six (6) members designated by him/her and the Superintendent and six (6) members designated by him/her.
- B. The Professional Council annually shall adopt a schedule of regular meeting dates and times. When needs arise as agreed between the Superintendent and the LSEA President, additional meetings may be scheduled. The parties may cancel any scheduled meeting by mutual consent. The chair shall alternate for each meeting between the parties.
- C. The Professional Council is empowered by mutual consent to appoint committees composed of teachers and administrators to study and report. Upon completion of its study and report on the subject assigned to it, each committee shall be considered dissolved. Once dissolved, no committee shall be reactivated except by mutual consent of the members of the Professional Council.
- D. Clerical expenses of the Professional Council and its subcommittees shall be paid by the Board.
- E. When necessary, Association representatives on the Professional Council shall be released from school duties for regular meetings of the Professional Council without loss of salary when such meetings are held during the school day.

The Association guarantees that it will not interfere with the implementation of this Section of the Agreement.

## ARTICLE 23

### **Rights of the Board**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. manage and control its business, its equipment, and its operations;
  2. continue its rights, policies, and practices of assignment and direction of its personnel and scheduling;
  3. direct the working forces, including the right to hire, promote, discipline, transfer, and determine the size of the work force;
  4. determine the services, supplies, and equipment necessary to continue its operations;
  5. adopt reasonable rules and regulations;
  6. determine the qualifications of employees, including health conditions;
  7. determine overall goals and objectives as well as the policies affecting the educational programs;
  8. determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
  9. determine the size of the management organization, its functions, authority, amount of supervision, and the table of organization; and
  10. determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- C. The Board agrees that prior to subcontracting to any outside source or agency it will meet and consult with the Association regarding the effect of what happens as the result of subcontracting.
1. The Board will meet and consult with the Association regarding the decision prior to public meeting approval and;
  2. negotiate the effect on the bargaining unit as the result of any such subcontracting.

## ARTICLE 25

### **Building Substitutes**

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

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

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

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

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

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

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

**D. Assignment of the Mentor Teacher**

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

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

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

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

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

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

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

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

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

**G. Log of Mentoring Activity**

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

**H. Qualifying Hours**

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

**ARTICLE 27**

**Duration of Agreement**

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

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

- B. This Agreement shall be effective as of the date of the last party to ratify this Agreement, except for those sections made retroactive, and shall continue in effect until July 31, 2006. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. No other organization may ask for exclusive bargaining rights during the fixed term of this Agreement.

Date Of Board Ratification: November 6, 2003

Date Of LSEA Ratification: November 3, 2003

BOARD OF EDUCATION

LANSING SCHOOLS  
EDUCATION ASSOCIATION

By \_\_\_\_\_  
Patrick Murray, President

By \_\_\_\_\_  
Jerry Swartz, President

By \_\_\_\_\_  
Jack Davis, Secretary

By \_\_\_\_\_  
Betty L. Springer, Secretary

Board Negotiating Team

Association Negotiating Team

Sue Dumala, Human Resources  
Steve Cook  
Jan Henderson  
Mike Hubert  
Mara Lud  
Diana Rouse  
Jonathon Schelke

Jerry Swartz, LSEA President  
Lori Abbott-Smith  
Debra Dashner  
Laska Creagh  
Bob Harwood  
Mike Richter  
Al Walker  
Laurence MacQueen, Uniserv Director

**Teachers' Salary Schedule  
2004- 2005**

<b>Step</b>	<b>Non Degree</b>	<b>BA</b>	<b>BA+</b>	<b>MA</b>	<b>MA+</b>	<b>Ph.D.</b>
1	25,024 0.7394	33,844 1.00	35,198 1.04	36,552 1.08	39,259 1.16	41,967 1.24
2		35,198 1.04	36,552 1.08	37,905 1.12	40,613 1.20	43,320 1.28
3		37,567 1.11	38,921 1.15	40,274 1.19	42,982 1.27	45,689 1.35
4		39,936 1.18	41,290 1.22	42,643 1.26	45,351 1.34	48,058 1.42
5	33,824 1.00	42,305 1.25	43,659 1.29	45,013 1.33	47,720 1.41	50,428 1.49
6		44,674 1.32	46,028 1.36	47,382 1.40	50,089 1.48	52,797 1.56
7		47,043 1.39	48,397 1.43	49,751 1.47	52,458 1.55	55,166 1.63
8		49,412 1.46	50,766 1.50	52,120 1.54	54,827 1.62	57,535 1.70
9	39,300 1.1612	51,781 1.53	53,135 1.57	54,489 1.61	57,196 1.69	59,904 1.77
10		54,685 1.6158	55,504 1.64	56,858 1.68	59,565 1.76	62,273 1.84
11		55,277 1.6333	58,438 1.7267	59,227 1.75	61,935 1.83	64,642 1.91
12			59,051 1.7448	62,199 1.8378	64,940 1.9188	67,681 1.9998
13-15				63,458 1.8750	66,202 1.9561	68,947 2.0372
16				64,696 1.9116	67,444 1.9928	70,192 2.0740
17-18		56,519 1.6700	60,290 1.7814			
19-21				65,935 1.9482	68,683 2.0294	71,431 2.1106
22	40,048 1.1833	57,592 1.7017	61,434 1.8152	68,453 2.0226	71,252 2.1053	73,780 2.1800

**APPENDIX A-3**

**BUILDING SUBSTITUTES' SALARY SCHEDULE**

**ARTICLE 25 H**

	<u>2003-04</u>	<u>2004-05</u>
<u>BUILDING SUBS</u>		
0 - 70 DAYS	\$83.48	\$84.90
71 + DAYS	\$90.44	\$91.98

**EXTRA ASSIGNMENT COMPENSATION SCHEDULE**

**ARTICLE 18 F-9**

	<u>2003-04</u>	<u>2004-05</u>
SUMMER SCHOOL	\$29.97	\$30.48
DRIVER EDUCATION	\$29.97	\$30.48
WORKSHOP PAY	\$21.79	\$22.16
ALL WORK REQUIRED BEYOND ACTIVITIES SPECIFIED IN ARTICLE 8	\$24.22	\$24.63

**ATHLETIC DEPARTMENT ACTIVITIES**

**ARTICLE 18 I-1**

Scoreboard Operators, Clock Operators, Scorers, Time Keepers, Supervisors, Announcers, Judges, etc.	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
HIGH SCHOOL	\$25.82	\$26.26	\$26.79
MIDDLE SCHOOL	\$22.38	\$22.76	\$23.22

**2003 – 2004, 185/172 Day Calendar**

MONTH	MON	TUES	WED	THURS	FRI	TCH DAYS	STU DAYS	
<b>AUGUST</b>	18	19	Setup	Principal's	PD	3	0	Work Day/PD Days 8/25 Student First Day
	25	26	27	28	x	2	2	
<b>SEPTEMBER</b>	x	2	3	4	5	4	4	Labor Day Weekend  9/24 State Count Day
	8	9	10	11	12	5	5	
	15	16	½ day PD	18	19	5	5	
	22	23		25	26	5	5	
	29	30				2	2	
<b>OCTOBER</b>			1	2	3	3	3	
	6	7	8	9	10	5	5	
	13	14	½ day PD	16	17	5	5	
	20	21	22	23	24	5	5	
	27	28	29	30	½ day	5	5	
<b>NOVEMBER</b>	3	½ day	5	6	7	5	5	Happy Thanksgiving!
	10	11	12	13	14	5	5	
	17	18	19	20	21	5	5	
	24	25	x	x	x	2	2	
<b>DECEMBER</b>	1	2	3	4	5	5	5	12/22-27 Winter Break 12/29-31 Winter Break
	8	9	½ day PD	11	12	5	5	
	15	16	17	18	19	5	5	
	x	x	x	x	x			
	x	x	x					
<b>JANUARY</b>				x	x			1/1 -1/2 Winter Break
	5	6	7	8	9	5	5	
	12	13	½ day PD	15	Records	5	4	

## Attachment to 2003-2004 Calendar

180 student days	<i>6 half PD days within student calendar</i>
185 staff days	<i>2 PD days before school starts</i>
	<i>2 full records days</i>
	<i>1 mandatory day for classroom setup</i>

### Days / Contact Hours

#### Elementary Hours

6	12	1047	48
169 full days	hours	minutes	hours
3			
11 half days	hours	33 hours	
		sub-	
		total	1080 hours 48 minutes

#### Middle School Hours

6	12	1047	48
169 full days	hours	minutes	hours
3			
11 half days	hours	33 hours	
		sub-	
		total	1080 hours 48 minutes

#### High School Hours

6	25	1020	15
159 full days	hours	minutes	hours
3	10		40
10 half days	hours	minutes	31 hours
4			30
6 exam days	hours	5 minutes	24 hours
5 high school test days	4 hours		20 hours
		sub-	
		total	1096 hours 25 minutes

#### All Staff

Total PD* hours	12 hours	18 hours
	before start of school	
		12 hours
total half day elementary planning		12 hours
total records		6 hours
total room setup		18 hours
total evening conferences/activities		hours

\* PD days that currently fall within student calendar may be changed to different days of the week

Building SITs design schedule for conferences / activities

<b>FEBRUARY</b>	24	25	26	27	28	5	5	
	31					1	1	
		1	PD	3	4	4	3	
	7	8		10	11	5	5	2/9 State Count Day
	14	15	16	17	1/2 day*	5	5	*Elementary only
	x	22	23	24	25	4	4	2/21 Presidents' Day
	28					1	1	
<b>MARCH</b>		1	PD	3	4	4	3	
	7	8	9	10	11	5	5	
	14	15	16	17	18	5	5	
	21	22	23	24	x	4	4	
	28	29	30	31		4	4	
<b>APRIL</b>					1	1	1	
	x	x	x	x	x			Spring Break
	11	12	13	14	15	5	5	
	18	19	20	21	22	5	5	
	25	26	PD	28	29	5	4	
<b>MAY</b>	2	3	4	5	1/2 day*	5	5	*Elementary only (staff in building)
	9	10	11	12	13	5	5	
	16	17	18	19	20	5	5	
	23	24	25	26	27	5	5	
	x	31				1	1	5/30 Memorial Day
<b>JUNE</b>			1	2	3	3	3	
	6	7	8	9	1/2 day	5	5	6/10 Last student day (all staff in building)
	Records					1	0	6/13 Records Day
	Total					185	172	

**2005 - 2006, 185/172 Day Calendar**

MONTH	MON	TUES	WED	THURS	FRI	TCH DAYS	STU DAYS	
<b>AUGUST</b>	22	23	Setup	Principals	PD	3	0	Work Day/PD Days 8/29 Student First Day
	29	30	31			3	3	
<b>SEPTEMBER</b>				1	x	1	1	Labor Day Weekend
	x	6	7	8	9	4	4	
	12	13	PD	15	16	5	4	
	19	20		22	23	5	5	9/21 State Count Day
	26	27	28	29	30	5	5	
<b>OCTOBER</b>	3	4	PD	6	7	5	4	
	10	11	12	13	14	5	5	
	17	18	19	20	21	5	5	
	24	25	26	27	1/2 day*	5	5	*Elementary only
	31					1	1	
<b>NOVEMBER</b>		1	2	3	4	4	4	
	7	8	PD	10	11	5	4	
	14	15	16	17	18	5	5	
	21	22	x	x	x	2	2	Happy Thanksgiving!
	28	29	30			3	3	
<b>DECEMBER</b>				1	2	2	2	
	5	6	7	PD	9	5	4	
	12	13	14	15	16	5	5	
	19	20	21	22	23	5	5	
	x	x	x	x	x			12/26-30 Winter Break
<b>JANUARY</b>	x	x	x	x	x			1/2 - 1/6 Winter Break
	9	10	PD	12	13	5	4	
	x	17	18	19	Records	4	3	1/16 MLK Day

## Attachment to 2005-2006 Calendar

172 student days	<i>8 full PD days within student calendar</i>
185 staff days	<i>2 PD days before school starts</i>
	<i>3 half days for elem plan</i>
	<i>1 half day district wide</i>
	<i>2 full records days</i>
	<i>18 hours of evening conferences / activities</i>
	<i>1 mandatory day for classroom setup</i>

Days / Contact Hours					
<b>Elementary Hours</b>					
168	full	6	10		
days		hours	minutes	1036	hours
		3	10		40
4	half days	hours	minutes	12	hours
					minutes
			sub-	1048	40
			total	hours	minutes
<b>Middle School Hours</b>					
171	full	6			
days		hours	7 minutes	1045	hours
		3	10		10
1	half day	hours	minutes	3	hours
					minutes
			sub-	1048	10
			total	hours	minutes
<b>High School Hours</b>					
Hours will reflect between 1047 and 1049 hours of direct instruction.					

All Staff		
Total PD* hours	60	* PD days that currently fall within student calendar may be changed to different days of the week
	hours	
total half day elementary planning	9	
	hours	
total records	12	
	hours	
total room setup	6	
	hours	
total evening conferences/activities	18	Building SITs design schedule for conferences / activities
	hours	

**TYPE III (33 Students)**

**High School**

**English:**

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

**Social Studies:**

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

**Math:**

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

**Science:**

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

**Computer:**

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

**Art:**

Gen. Art  
Crafts  
Design  
Adv. Art  
Art Studio  
Draw/Paint  
2/3 Dim. Art

**Middle School**

Speech  
Drama  
7 English  
8 English  
7, 8 Enriched English

7 Soc. Studies  
8 Soc. Studies

7 Math  
8 Math

7 Science  
8 Science

6, 7, 8 Art

**Science:**

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

**Social Studies:**

Bilingual

**Life Management:**

Clothing  
Foods

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

**Business:**

Record Keeping

**Industrial Arts:**

Woods  
Metals  
Graphics  
Photography  
Graphic Productions  
Power Mechanics  
Residential Construction

Intro. to Industrial Arts  
Graphics  
Woods  
Metals

**6<sup>th</sup> Grade:**

English  
Math  
Social Studies  
Science  
Reading

**TYPE V (24 Students)**

**High School**

**Vocational:**

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

**Middle School**

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

**APPENDIX E**

**EVALUATION FORMS**

**Lansing School District - Classroom Observation Feedback**

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Hour: \_\_\_\_\_ Subject: \_\_\_\_\_

**Description of Classroom Activities:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Positive Observations:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Suggestions:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Administrator Signature**

\_\_\_\_\_  
**Teacher Signature: Indicates receipt, not necessarily agreement.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

Goal # \_\_\_\_\_ : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Area of Competence from Appraisal of a Professional: \_\_\_\_\_  
\_\_\_\_\_

Action Plan/Implementation Strategy:

Mid-Year Progress Appraisal: (Please check appropriate rating)

Limited                       Satisfactory                       Substantial

Comments:

Year-End Progress Appraisal: (Please check appropriate rating)

Limited                       Satisfactory                       Substantial

Comments:

Goal # \_\_\_\_\_ : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Area of Competence from Appraisal of a Professional: \_\_\_\_\_  
\_\_\_\_\_

Action Plan/Implementation Strategy:

Mid-Year Progress Appraisal: (Please check appropriate rating)

Lansing School District

SUMMER SCHOOL TEACHER EVALUATION FORM

Teacher's Name: \_\_\_\_\_ Year: \_\_\_\_\_

Please rate the summer school teacher on each criterion below using the following scale:

- Rating Codes
- 1=unsatisfactory
  - 2=needs improvement
  - 3=satisfactory
  - 4=very good
  - 5=outstanding

- \_\_\_\_\_ 1) Attendance and promptness in arriving for work.
- \_\_\_\_\_ 2) Instructional planning and preparation.
- \_\_\_\_\_ 3) Ability to impart knowledge and promote student learning.
- \_\_\_\_\_ 4) General effectiveness in managing student behavior and attentiveness.
- \_\_\_\_\_ 5) Completion of all administrative and reporting responsibilities.
- \_\_\_\_\_ 6) Cooperation and Teamwork
- \_\_\_\_\_ **Overall effectiveness (average of ratings from items 1-5). In order to be reappointed as a Summer School teacher in subsequent years, an overall rating of 15 and above is required.**

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Evaluating Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Summer School Teacher

\_\_\_\_\_  
Date

\*Teacher's signature acknowledges receipt of a copy of this evaluation and does not necessarily indicate agreement with the ratings.

### **Enforcements:**

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

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

### **For Additional Information:**

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

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

# LANSING SCHOOL DISTRICT TEACHER APPLICATION SCREENING GRID

## RATING CRITERIA

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

### RATING

#### \*1. LETTER/APPLICATION

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

#### \*2. RESUME

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

#### 3. CERTIFICATION AREAS

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

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

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

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

**RATING**

- 1 - MORE THAN 20 BUT NOT MORE THAN 89 DAYS OF SUCCESSFUL SUBSTITUTE TEACHING EXPERIENCE IN LANSING PUBLIC SCHOOLS.
- 0 - LESS THAN 20 DAYS AS PER DIEM AND/OR BUILDING SUBSTITUTE IN LANSING.

**9. TEACHING EXPERIENCE - ELSEWHERE**

- 4-5 - CANDIDATE HAS TWO OR MORE YEARS OF SUCCESSFUL TEACHING EXPERIENCE IN AN URBAN PUBLIC SCHOOL SETTING WITHIN THE LAST FIVE YEARS.
- 3 - LESS THAN TWO YEARS OF TEACHING EXPERIENCE AS A PERMANENT POSITION, SUBSTITUTE EXPERIENCE, OR RELATED EXPERIENCES WHICH INVOLVED TEACHING CHILDREN IN AN URBAN SCHOOL SETTING.
- 1-2 - LIMITED EXPERIENCE OR EXPERIENCE IN NON-URBAN SCHOOL SETTINGS.
- 0 - NO TEACHING EXPERIENCE BEYOND STUDENT TEACHING.

**10. OTHER LSD SERVICE**

- 5 - HAS PERFORMED AND/OR ATTENDED FIVE OR MORE NON COMPENSATED ACTIVITIES IN THE MOST RECENT FIVE YEARS.
  - 4 - HAS PERFORMED AND/OR ATTENDED FOUR NON COMPENSATED ACTIVITIES IN THE MOST RECENT FIVE YEARS.
  - 3 - HAS PERFORMED AND/OR ATTENDED THREE NON COMPENSATED ACTIVITIES IN THE MOST RECENT FIVE YEARS.
  - 2 - HAS PERFORMED AND/OR ATTENDED TWO NON COMPENSATED ACTIVITIES IN THE MOST RECENT FIVE YEARS.
  - 1 - HAS PERFORMED AND/OR ATTENDED ONE NON COMPENSATED ACTIVITY IN THE MOST RECENT FIVE YEARS.
  - 0 - HAS NOT ATTENDED OR PERFORMED ANY NON COMPENSATED ACTIVITIES IN THE MOST RECENT FIVE YEARS.
- VOLUNTARY AND NON COMPENSATED ACTIVITY EXAMPLES INCLUDE BUT ARE NOT LIMITED TO:
- A. EFFECTIVE SCHOOLS/SCHOOL IMPROVEMENT
  - B. MILLAGE CAMPAIGNS
  - C. STUDENT CLUBS
  - D. STUDENT TUTORIALS
  - E. CURRICULUM STEERING COMMITTEES
  - F. PILOT PROGRAMS
  - G. IN-SERVICES ATTENDED OUTSIDE THE SCHOOL DAY

**11. SPECIFIC EXPERIENCE IN AREA (ACTUAL PERFORMANCE THIS AREA)**

- 5 - 20+ YEARS
- 4 - 15-19 YEARS
- 3 - 10-14 YEARS
- 2 - 5-9 YEARS
- 1 - 1-4 YEARS

- 1-2** - PERFORMS ONE (1) TO TWO (2) CO-CURRICULAR ACTIVITIES IN BUILDINGS FOR LAST ONE (1) TO TWO (2) YEARS.
- 0** - PERFORMS NO CO-CURRICULAR ACTIVITIES IN BUILDING.

## APPENDIX I

### **“GOODNESS-OF-FIT” PROCEDURE FOR NEWLY REASSIGNED DISPLACED TEACHERS**

The Lansing School District and the Lansing Schools Education Association hereby reach agreement to utilize the following procedures whenever an LSEA teacher becomes displaced and is reassigned to a new school through the displaced teachers' process:

- 1) During the displaced teacher's first year of reassignment to a new school, the principal shall engage the newly reassigned teacher in a first semester and second semester professional conversations/meetings (one meeting per semester) for the purpose of providing feedback to the teacher regarding how well the teacher is “fitting” into the new school and assignment.
- 2) At both meetings, the principal's feedback to the newly reassigned teacher shall be in relation to the “goodness-of-fit” criteria listed in the “Goodness-of-Fit” Assessment Form for Newly Reassigned Displaced Teachers, as attached, and the teacher shall be provided a copy of the completed form within five days of the professional conversation/meeting.
- 3) Whenever the principal identifies an area of concern, which shall be denoted through any criterion rating of less than 3, an explanation of how the teacher may improve in this area also shall be presented.
- 4) By April 1<sup>st</sup> of the newly reassigned teacher's first year at a new school, the principal shall determine whether or not the teacher is a “good fit” in the school and will, if not a good fit, advise the teacher, the Association and the district-wide “goodness-of-fit” review group of his/her recommendation to discontinue the teacher's assignment at the new school. The “goodness-of-fit” review group has the authority to review and adjust the principal's decision with good cause.
- 5) Teachers assessed as not being a good fit in the new school shall be placed on the displaced teachers list and will be given the opportunity to select a new position for the subsequent school year in accordance with their seniority number.
- 6) No documents, negative notations or completed “goodness-of-fit” assessment forms shall become part of any teacher's personnel record with the Lansing School District.
- 7) Any teacher wishing to appeal a principal's “goodness-of-fit” assessment or recommendation for assignment discontinuance may appeal the same to the “goodness-of-fit” review group consisting of the principal, the appropriate area administrator, the chief administrator for human resources, and the LSEA President or his/her designee. An Association Representative may accompany the teacher during the professional consultations/meetings with the principal and throughout any meetings convened in response to a teacher's appeal of a principal's assessment and recommendation. All decisions of the “goodness-of-fit” review group shall be final (majority rules) and shall constitute the exclusive source of remedy by a teacher whose assignment has been discontinued through the “goodness-of-fit” process.

## APPENDIX J

### JOINTLY DEVELOPED EMPLOYEE HANDBOOK COMPONENTS

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

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

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

## APPENDIX L

### Displaced Teacher Process

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

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

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