

AGREEMENT

between the

EAST LANSING BOARD OF EDUCATION

and the

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

Covering the period

July 1, 2021 through June 30, 2022

January 25, 2021

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PROFESSIONAL AGREEMENT

This Agreement is entered into January 25, 2021 by and between the Board of Education of the School District of the City of East Lansing, Ingham and Clinton Counties, Michigan (the "Board") and the East Lansing Education Association, Ingham Clinton Education Association, MEA/NEA (the "Association").

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

The Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., to bargain with the Association as the representative of its teaching personnel as to wages, hours, and other terms and conditions of employment.

The parties following extended and deliberate professional negotiations have reached certain understandings which they desire to memorialize and reduce to writing.

Therefore, in consideration of the following mutual covenants, the parties agree as follows:

Article 1 **Recognition**

- A. The Board recognizes the Association as the exclusive bargaining representative, as identified in Section 11 of the Michigan Public Employment Relations Act, MCL 423.211, for all professional personnel, including personnel on tenure and probation, classroom teachers, elementary and middle school special area teachers in art, music and physical education, teacher coaches, department chairpersons, guidance counselors, secondary librarians, teacher consultants, speech therapists, school social workers, school nurses, school psychologists employed by the Board (whether or not assigned to a public school building) but excluding the Superintendent, Deputy Superintendent(s), directors, administrative assistants, principals, assistant principals, reading coordinators, coordinator of student activities, supervisors, administrative interns, office and clerical employees, substitute teachers and temporary teachers, except as provided in Article 1.E. and Article 23.B., custodians, maintenance, and food service employees, aides, monitors, staff personnel, bus drivers, and all others.
- B. Definitions – When used in this Agreement, the term:
1. "Teacher" shall refer to all employees represented by the Association in the bargaining unit as above defined.
 2. "Substitute teacher" shall refer to an individual working in a bargaining unit position for which a teacher has a contractual right to return.

3. "Temporary teacher" shall refer to an individual working in a bargaining unit position which is unfilled and for which there is no teacher with a contractual right to return.
 4. The term "professional staff members working in a non-teaching position" shall refer to those members of the Association's bargaining unit whose employment is not regulated by the Michigan Teachers' Tenure Act.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
 - D. This Agreement shall not be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and provided the Association has been given an opportunity to be present at such adjustment.
 - E. Whenever a substitute or temporary teacher continues to be employed for more than sixty (60) consecutive school days for one (1) teacher in the same school, said substitute or temporary teacher will be entitled to the salary and fringe benefits provided in this Agreement to the extent permitted under the applicable Revised School Code provision(s) and except for any restrictions imposed by insurance carrier(s). Individuals who serve as substitute or temporary teachers shall not earn seniority credit on the salary schedule or be considered in any way a part of the teaching staff for the purpose of vacancies, promotions, and transfers under this Agreement.
 - F. For the purpose of Article 1.E., a "day" shall be counted on each occasion that a substitute or temporary teacher performs and is paid for services during the working day of the regular teacher for whom the substitute or temporary teacher is filling in for and is subject to pro-ration per Section 1236(5) of the Revised School Code.
 - G. No administrator shall be assigned teaching duties.

Article 2

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., the Board agrees that every employee of the Board as defined in Article 1.A. shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the laws of the State of Michigan, the Board agrees that it will neither directly nor indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Public Employment Relations Act or other Michigan law or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher as to wages, hours, and other terms and conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement or otherwise as to any terms and conditions of employment.

- B. The Association agrees that it will neither directly nor indirectly coerce nor intimidate any teacher to join the Association.
- C. The Board and Association specifically recognize the mutual right to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such a public agency, or an arbitrator appointed pursuant to the terms of this Agreement, and both parties agree to be bound by any lawful order or award thereof.
- D. The Association shall have the right to use school building facilities for meetings at all reasonable hours and the equipment normally available for teachers' use at all reasonable hours without cost for Association business. The Association shall pay for the reasonable cost of all materials and supplies incident to the use of said equipment. Use of facilities and equipment shall not interfere with the instructional program.
- E. Bulletin boards and other established means of communication shall be made available to the Association and its members.
- F. The Association agrees to reimburse the Board for any damages to school equipment entrusted to its use or care for Association-related events upon competent proof that the Association or one of its members intentionally caused any damage to said equipment. Any dispute which may arise as to liability or damages shall be subject to the grievance and arbitration provisions set forth in Article 19 of this Agreement.
- G. The second and fourth Monday of every month shall be reserved for Association meetings after school hours, and the Board agrees that mutually-acceptable meeting rooms, when not previously scheduled, shall be made available to the Association without cost.
- H. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including, but not limited to: annual financial reports and audits, a register of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all Board meetings, treasurer's reports, and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers, community and students, together with information which may be necessary for the Association to process any grievance or complaint.
- I. This Agreement and the policies and practices of the District shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, color, national origin, religious beliefs, sexual orientation, residence, qualifying disability, political activities, professional association activity, age, marital status, or gender.
- J. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without discrimination in the same manner as stated in the above paragraph and to seek to achieve full equality of educational opportunity for all students.

- K. This Agreement shall not be construed to deny or restrict to any teacher those rights granted under the Michigan Revised School Code. The rights granted the teachers in this Agreement shall be deemed to be in addition to those provided elsewhere.
- L. Information regarding a teacher's performance in extracurricular activities shall be included in his/her personnel file if the information relates to those professional and personal characteristics associated with his/her regular assignment. Information which relates only to those skills necessary for performance in extracurricular assignments shall be kept in a separate file.
- M. Each bargaining unit employee shall have the right upon request to review the contents of his/her personnel file.
1. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The teacher and the representative of the Association, if any, shall review said file in the office of the administrator responsible for the safekeeping of said confidential credentials.
 2. Letters of reference from universities, individuals, or previous employers are specifically exempt from review unless the Board or any of its agents, supervisors, or administrators rest any decision or discipline in any form on the contents of such confidential credentials or said letters of reference. Under those circumstances said teacher shall have full opportunity to examine such documents and offer such explanation as said teacher deems necessary or warranted.
 3. The administrator in charge of the personnel file shall, in the presence of the teacher or the representative of the Association, if any, remove the confidential credentials, letters of reference from universities, individuals, or previous employers from the file prior to a review of same by the teacher and the Association representative, if any, except when said confidential credentials or letters of reference are utilized or made the basis of any administrative decision or discipline in any form.
 4. All communications, including evaluations by East Lansing Public Schools administrators, commendations, or validated complaints directed toward the teacher which are included in the personnel file shall be called to the teacher's attention. The teacher shall have an opportunity to review same at or prior to the time of inclusion in the personnel file.
 5. If the administration receives a complaint regarding a teacher from someone other than a school official, the administration shall notify the teacher of the complaint and investigate its validity. If the administration determines that the complaint is substantiated, the teacher shall be notified in writing of the administrative action taken. If a grievance is filed over a disciplinary action taken against a professional staff member working in a non-teaching position which results from a complaint from someone other than a school official, it shall be deemed to be at Level Two of the Grievance Procedures.

- N. A professional staff member working in a non-teaching position is entitled, and may request, to have an Association Representative present when said professional staff member working in a non-teaching position is being warned, reprimanded, or disciplined for any reason. When a request for said representative is made by the professional staff member working in a non-teaching position, disciplinary action shall be suspended for a period not to exceed one (1) school day to provide an opportunity to arrange to have an Association Representative present.

Further, the Board acknowledges that only authorized Association members may act in a representational capacity on behalf of bargaining unit employees. Not later than October 1st of each year, the Association President shall provide to the Superintendent a written list of those authorized Association members who may act in a representational capacity on behalf of bargaining unit employees for that school year.

1. Any warning, reprimand, or disciplinary action made verbally to a professional staff member working in a non-teaching position may be reduced to writing and shall become formal.
 2. All written material which is to be inserted into the personnel file, shall be called to the teacher's attention.
 - a. A bargaining unit member shall be given the opportunity to review and sign such material(s) at or prior to the time of its inclusion in the personnel file. A copy of the material(s) shall be provided to the bargaining unit member and shall include a notation that a copy is to be inserted into the personnel file.
 - b. The bargaining unit member's signature shall not be interpreted to mean agreement with the content of said material(s), but shall be interpreted to mean that the bargaining unit member has reviewed the same.
 - c. If a bargaining unit member refuses to sign material(s) intended to be inserted into the personnel file of that member, the material(s) may be inserted into the personnel file without the bargaining unit member's signature provided that it is accompanied by written notation that the bargaining unit member refused to sign and, provided further, that the Association President is notified of the employer's action at the time the material is inserted into the personnel file.
- O. When in the teacher's opinion, inaccurate or misleading documentation is to be inserted into said teacher's personnel file, the teacher shall have the option to submit a written notation which specifically identifies and addresses briefly the statement believed to be inaccurate or misleading. Such notation shall be submitted within seven (7) calendar days of receipt of said documentation and shall be inserted into the personnel file.

Letters of direction, formal warning, reprimand, or disciplinary action may be used in any future matters.

- P. No teacher shall be required to submit to a polygraph or lie detector device in any investigation without his/her consent.
- Q. For the duration of this Agreement, the Board agrees to pay the cost of any physical examination required of new teachers coming into the system. The Board will pay the cost of Board-provided tuberculin skin tests. Teachers electing any x-ray in lieu of such tests shall be reimbursed at the level of the Board's cost for Board-administered tests.

Article 3
Board Rights

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

Article 4
Strike Prohibition

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

Article 5
Payroll Deductions

- A. Requests for payroll deductions or reductions other than Association dues and service fees shall be in writing. The Board assumes only the responsibility for the remittance of the amount specified by the employee. The Board shall be held harmless from violations of the Tax Code relating to tax-deferred annuity limitations.
- B. The Board agrees to deduct twice each month tax-deferred 403(b) employee contributions and to remit such contributions to a single Board approved 403(b) vendor or third-party administrator within one (1) week following the deduction, subject to the following conditions:

1. The Board approved 403(b)/459 vendor shall be selected from a list of vendors established by the Michigan Retirement Investment Consortium and the Board.
 2. The third-party administrator shall be determined by the Michigan Retirement Investment Consortium and currently is TSA Consulting Group.
 3. Any failure by the 403(b) vendor promptly to credit employee contributions transmitted according to the provisions of this Article, shall be pursued by the employee directly with the 403(b) vendor and/or the third-party administrator.
- C. The Board agrees to make deductions for the United Way, commencing with the first pay period in January and continuing through the last pay in June, provided that the amount of the contribution to the United Way is \$10.00 or more.

Article 6 **Professional Hours**

- A. The teachers' professional day shall be considered as those hours and activities required to perform their professional duties as they occur before, during, and/or after the student day. Normally, the teachers' responsibility for being in their assigned building(s) shall not exceed thirty-one (31) hours a week. It is recognized by the Association that each teacher is expected to be punctual and regular in attendance for all assignments indicated in this Article.
- B. Teachers shall be present in their assigned buildings before, during, or after the student day at times scheduled for student contact, other scheduled student activities, office hours, consulting, advising, counseling, meeting with parents, consultants and other resource personnel, and team planning. No teacher shall be required to accept a regular schedule which allows for an uninterrupted lunch period of less than twenty-five (25) minutes. Lunch periods shall be scheduled within the period from thirty (30) minutes before the beginning to thirty (30) minutes after the end of the student lunch period unless agreed otherwise between the teacher and administration. No teacher shall be required to perform any breakfast, lunch, or food supervision duties.
1. Teachers who elect to leave their assigned building during their unscheduled hours shall give proper notice to the school office before their departure and immediately upon their return.
 2. Teachers will be in their assigned building ten (10) minutes prior to their initial daily assignment and ten (10) minutes after their culminating assignment of the day. Teachers will be punctual and in all cases involving student groups will arrive appropriately before and depart appropriately after the students.
 3. All teachers agree to attend IEP Team meetings, open house/curriculum night, parent/teacher conferences, and parent meetings. In all but emergency situations, teachers are to receive no less than seventy-two (72) hours notice of meetings.

4. At all levels, Tuesdays will be reserved for building staff meetings. Except in emergencies, no more than four (4) hours per month will be scheduled for these meetings. For months when parent conferences are scheduled the number of hours will be limited to two (2) hours. Examples of these meetings to be included in the four (4) hours per month are staff meetings, department/grade level meetings, Kindergarten roundup, Professional Learning Communities/Communities of Practice, on-line professional development, Spring IRIPS (Individual Reading Improvement Plans), and reproductive health. Teachers who travel between buildings shall be assigned to one (1) building for the purpose of attending staff meetings. Administrators will confer periodically with the traveling teachers.
- C. The Association recognizes the valuable contribution made to the educational program by the parent-teacher organizations and/or associations of East Lansing. All teachers, therefore, will make a reasonable effort to attend meetings as scheduled by these organizations or associations.
- D. The normal weekly student contact teaching load in the high school shall not exceed twenty-five (25) hours and twenty-five (25) minutes and all specially called group meetings, homeroom periods, and assemblies shall be within that time.

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

The normal weekly student contact teaching load in the elementary schools shall not exceed twenty-five (25) hours and twenty-five (25) minutes. See Article 7(E).

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

Minimum Number of Student Contact Hours (any fraction of an hour .5 and above shall be rounded up to the next full hour)	FTE
A minimum of 21 hours to a maximum of 22 hours	1.00
20 hours	.95
19 hours	.90
18 hours	.85
17 hours	.80
16 hours	.75
15 hours	.70
14 hours	.65
13 hours	.60
12 hours	.55
11 hours	.50
10 hours	.45
9 hours	.40
8 hours	.35
7 hours	.30
6 hours	.25
5 hours	.20
4 hours	.15

3 hours	.10
2 hours	.05

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

- E. To assure adequate teacher-parent/guardian communication, the parties have designated dates for teacher-parent/guardian conferences on the calendar. The scheduling of teacher-parent/guardian conferences may require that the professional hour's limitation be exceeded during the weeks designated for said conferences.
1. The Board agrees to hire a substitute for a minimum of one (1) additional day each semester during the spring and fall parent/guardian conference schedule for all full-time kindergarten teachers.
 - a. If the teacher(s) cannot reasonably schedule parent conferences for all of the students assigned to him/her, the teacher may, at his/her option, arrange for additional released time through the building principal. The building principal shall not unreasonably withhold approval of said additional released time.
 2. At the elementary level, parent conferences will be scheduled on the dates designated for that purpose. When parents/guardians or teachers are unable to meet the specified conference dates, teachers will confer no later than December 16 of the first semester and April 16 of the second semester.
 3. At the middle school and high school levels, parent/guardian conferences will be scheduled on the dates designated for that purpose, with the scheduled conference time not to exceed nine (9) hours per semester. When parent/guardians or teachers are unable to meet during the specified conference dates, teachers will provide an opportunity to confer during non-school hours up to one week before the completion of the grading period in which the specified conference dates occur.
- F. Full-time elementary teachers shall receive one hundred ninety (190) minutes of unscheduled time per week in blocks of not less than twenty (20) minutes.
1. Such unscheduled time shall be provided subsequent to the beginning of the students' instructional day and prior to student dismissal.
 2. Classroom teachers will not be required to supervise another teacher's classroom in order to provide such time.

3. On weekdays when school is not in session, in whole or in part, unscheduled time need not be provided.
 4. The Board and Association recognize elementary schedules may be infrequently altered to accommodate special activities which may cause the interruption of unscheduled time. Whenever reasonably possible, said unscheduled time will be provided at a later time. The administration and staff will work together to keep such cancellations at a minimum.
 5. Staff and administration may, by mutual consent, schedule meetings during unscheduled time.
 6. Elementary teachers employed one-half time or more will have unscheduled planning time prorated. Elementary teachers employed less than one-half time shall have no unscheduled planning time guaranteed.
 7. Special area teachers shall receive one hundred ninety (190) minutes of unscheduled planning time per week in blocks of not less than twenty (20) minutes. Special area teachers employed less than full time will be accorded unassigned planning time.
 8. Special area teachers who travel between levels during the day shall be granted one-half ($\frac{1}{2}$) day per semester release time to be used for records. Scheduling of the half day shall be done by mutual agreement between the building principal and the affected teacher. If necessary, additional days may be granted at the discretion of the Superintendent or designee.
- G. Teacher Professional Development time is included under Article 21.

Article 7
Teaching Conditions and Class Loads

- A. The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to ensure the high quality of education that is the goal of the Association, its members and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.
- B. Class Size and Combined Student Load
1. Grades K-5 (Elementary)

For the following class size overload conditions, an elementary teacher shall receive four hundred dollars (\$400) per student per semester for the student(s):
 - a. For Pre-K and K, if a regular education elementary classroom teacher has more than twenty-two (22) students;

- b. For grades 1-2, if a regular education elementary classroom teacher has more than twenty-four (24) students;
- c. For grades 3-4, if a regular education elementary classroom teacher has more than twenty-eight (28) students;
- d. For grade 5, if a regular education elementary classroom teacher has more than thirty (30) students.

2. Grades K-5 (Elementary) Special Areas

If the average class size for a K-5 special areas teacher exceeds twenty-eight (28) students, then the special area teacher shall receive five hundred dollars (\$500) per semester.

3. Grades 6-12 (Secondary)

If any of the following class size overload conditions are met, a secondary teacher shall receive one hundred fifty dollars (\$150) per student per semester for the student(s).

- a. The combined student load is one hundred fifty (150) students or more per semester for the secondary teacher, or
- b. The secondary teacher has more than thirty (30) students in an individual class.
- c. This overage payout is limited to either condition (a) or condition (b) and shall not be paid for both. If both conditions exist, then payment is based on the greater amount of 7.B.3.a. or 7.B.3.b.

4. Physical Education Grades 6-12 (Secondary)

If any of the following class size overload conditions are met, a secondary physical education teacher shall receive one hundred fifty dollars (\$150) per student per semester for the student(s).

- a. The combined student load exceeds either of the following:
 - i. one hundred sixty (160) students or more per semester for the secondary teacher who teaches five (5) physical education classes, or
 - ii. the total based on five (5) classes using the formula of thirty-two (32) for each physical education class and thirty (30) for each non-physical education class.
- b. The secondary teacher has more than thirty-two (32) students in an individual class.

- c. This coverage payout is limited to either condition (a) or condition (b) and shall not be paid by both. If both conditions exist, then payment is based on the greater amount of 7.B.3.a. or 7.B.3.b.
5. Class size leveling shall be implemented so that there is not a variance of more than three (3) students per grade level at an elementary building or per like course and class hour at the Middle School or High School. If an imbalance exists for more than thirty (30) calendar days in any one semester then the teacher with the larger class shall receive payment as specified in 7.B.1 (elementary) and 7.B.3 (secondary for each student over the three (3) student variance. This payment would be in addition to payment, if any, that may be part of class size language as specified in 7.B.1 and 7.B.3.
 6. Any class size overload beyond two (2) students beyond the class size limits as assigned to teachers at all levels shall have the stipends identified in this Article doubled for each student who exceeds the allowable two variance.
 7. This above class size overload language (Sections 1-6) does not apply to sections of performing arts, special education, or English language learners ("ELL").
 8. The Board shall provide up to a maximum of two hundred thousand dollars (\$200,000), which includes FICA and MPERS costs, annually to remedy all overload issues. This amount shall not be used for the hiring of additional teachers.
 9. Approximately one (1) week after the October and February student count days the Board agrees it will provide to the Association a compilation of the number of students assigned to each teacher. An elementary, middle school, and high school representative from the Association along with a central office administrator will use these class size reports to calculate class size and combined student overloads. Class size and combined student overload stipends, if any, will be paid as soon as possible after the Association and central office representatives agree on the overload calculations.
- C. The following language applies only to those support staff positions which provide direct assistance for teacher needs and does not apply to those support staff positions that provide general building or program support (e.g., library aides, science aides, security aides).
1. The number of support staff work hours at each of the elementary levels shall include general aides assigned to each elementary building and will be determined at a minimum of 1.25 hours per FTE elementary general education classroom teacher per week.
 2. There will be a 1.0 FTE support staff position at the High School and a 1.0 FTE support staff position at the Middle School.

3. The primary function of these support staff positions is to assist teachers with the instructional programs and clerical needs, as well as to supervise students (including recess).
 4. The specific duties of the support staff shall be established by the building principal, after consultation with building teachers.
 5. Once the building support staff schedule for the school year is established, that schedule shall be distributed to building teachers.
 6. If available, substitute aides will be hired when building aides are absent from work.
- D. The Board recognizes that appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession, and timely provision thereof is absolutely essential for good teaching. The Board or its representatives agree to meet with the duly designated representatives of the Association from time to time for the purpose of improving the selection and use of such educational tools, and the Board agrees promptly to implement all joint decisions made by its representatives and the Association, consistent with its financial ability to do so. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- E. The Board agrees that no teacher will be required to supervise elementary recess for more than sixty (60) minutes every two (2) weeks. Student contact limits shall not exceed a two week average of twenty-five (25) hours and twenty-five (25) minutes. The Board and Association have a mutual goal of having schools with two PM recesses that accommodates half the school student population in the first PM recess and the other half in the second PM recess to increase student access to playground equipment and increase student safety and supervision. If only one (1) PM recess is held at an elementary building, then no teacher will be required to supervise recess for more than twenty (20) minutes per week and student contact time shall be calculated weekly rather than a two week average.
- F. On those days designated as records and conference days at the elementary level, there shall be no administrative meetings scheduled which require the attendance of elementary teachers and/or consultants. On said days teachers and consultants shall be free to meet for the purpose of curriculum coordination and planning.
- G. The Board recognizes that new curriculum and/or the implementation of major curriculum changes require appropriate in-service training. To this end, the Association agrees that teachers who will be required to deliver new or changed curriculum to students will participate in appropriate in-service in advance of the implementation of same.
1. These in-services may be scheduled through released time or within the limits of the thirty-one (31) hours as specified under Article 6.A. Under such circumstances compensation will not be granted.

2. When an in-service for the purpose of addressing new or major changed curriculum is offered other than through released time or outside the limits of Article 6.A., teachers will be paid under Article 26. The scheduling of such in-service shall be limited to the days for which the teacher is contracted to work (as designated on the school calendar), except when bargaining unit members elect to participate.
 3. It is agreed that some staff may be excluded from the requirement of in-service for new or major restructured curriculum for reasons of expertise in the area or because of involvement in the development of the new or changed curriculum. Such exceptions may be made by the Superintendent or designee.
 4. This in-service training is not intended as a substitute for the in-service which is scheduled throughout the school year at the discretion of the administration.
 5. Bargaining unit members who are employed to develop and/or improve curriculum shall be compensated at the rate found in Article 26.
- H. Telephone facilities providing a reasonable degree of privacy shall be made available for teacher use.
- I. The Board shall make available in each school lunchroom, lounge, and lavatory facilities. Further, the Board agrees that in any new or remodeled school facilities it will furnish lunchroom, lounge, and lavatory facilities exclusively for adult use.
- J. Traveling teachers shall be provided parking at each building. The Board shall make every effort to see that areas assigned to teachers are available for exclusive teacher use. Parking areas and schools will provide appropriate access as required by law for persons with disabilities.
- K. To ensure a free and appropriate public education in the least restrictive environment, the parties agree that the continuum of programs and services for identified special education students will be determined by an Individualized Education Program Team (IEP Team).

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

To ensure proper program implementation and as required by law, teachers will attend IEP Team meetings.

- L. Teachers who are assigned to more than one (1) building shall have adequate storage space for instructional materials provided in each building to which he/she is assigned.

- M. The Board agrees to hire substitute teachers for the regularly-assigned physical education teachers who conduct and participate in the annual track and field days at the elementary level, provided alternative scheduling is not possible.

Article 8

Vacancies and Promotions Of Non-Teaching Positions

- A. A vacancy shall be defined as a bargaining unit position which is unfilled and for which there is no teacher with a contractual right to return. If a vacancy is to be filled through the recall of a bargaining unit member on layoff, the employer shall not be required to post such vacancy.

Whenever a vacancy for a non-teaching position occurs within the bargaining unit, or a new non-teaching position is created within the bargaining unit, and said non-teaching position or vacancy is to be filled on a permanent basis, the Board shall give written notice thereof to the Association President or designee. The Personnel Office will provide for appropriate posting of said notice in every school building on a bulletin board used for posting vacancies and on the District's website. During the summer months when school is not in session, vacancies for a non-teaching position shall be posted on the bulletin board in the reception area of the Board of Education Office, on the District's website, and written notice of such vacancies will be forwarded to those bargaining unit members who have filed a written request for same with the Superintendent or designee during the last week of school.

- B. Any teacher may apply for a vacancy or new position by submitting a letter to the Personnel Office. For a professional staff member working in a non-teaching position the Board agrees to fill such vacancy or new position on the basis of qualifications, certification, and seniority as set forth in Article 24. In such circumstances, an applicant with less service in the system shall not be awarded the vacancy or new position unless the applicant's qualifications are superior to applicants with greater service. The Board declares its support of a policy of promotion from within its own teaching staff; however, the Association recognizes that the Board shall not be limited in the selection of personnel to fill vacancies or new positions to applicants from within the unit, or to the person temporarily assigned to the vacancy or new position before the termination of the school year in which the vacancy occurs or the new position is created. Service shall be defined as the seniority determinants specified in Article 11.B.

1. No permanent appointment to such position or vacancy shall be made until fifteen (15) calendar days have elapsed following the posting and said notice to the Association President or designee.
2. Nothing herein shall prevent the Board from making temporary assignments of personnel (temporary teachers) to fill a vacant position during the school year. For a professional staff member working in a non-teaching position, said temporary assignments shall not extend beyond the end of the semester in which the temporary assignment occurs in a given school year unless it is mutually agreed in writing by the parties. A professional staff member working in a non-teaching position who is temporarily appointed to

fill such vacancy or position shall not be given preference for permanent appointment over any applicant from within the unit.

- C. No professional staff member working in a non-teaching position shall be involuntarily transferred to a part-time position. A professional staff member working in a non-teaching position who was previously full-time and who is subsequently voluntarily assigned to a part-time position shall have the right to return to a full-time position when a vacancy occurs for which said professional staff member working in a non-teaching position is certified and qualified and for which he/she possess sufficient seniority. Reinstatement is contingent on the professional staff member working in a non-teaching position providing written notice of his/her desire to return to full-time teaching at the next semester.

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

Article 9

Promotion to Vacancies or New Positions Outside the Bargaining Unit

- A. Whenever a vacancy occurs in any supervisory or administrative position outside of the bargaining unit, or when a new position of like nature is created outside of the bargaining unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the Association President or designee.
1. The Superintendent or designee will provide for appropriate posting of such vacancies as set forth in Article 8.C. No permanent appointment to such vacancy or position shall be made until fifteen (15) calendar days have elapsed following the posting and notice to the Association President or designee.
 2. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill a position, but said temporary assignment shall not extend beyond the balance of the school year.
- B. Teachers who desire to apply for a position shall file their applications in writing with the Superintendent. The Board shall consider all applications and shall make the permanent appointment as soon as is practical. It is recognized that the right of selection of personnel to fill said vacancy or position remains within the discretion of the Board, but the Board further agrees and recognizes support of a policy of promotion from within its own teaching staff to vacancies and new positions under this Article.

Article 10 **Transfers**

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

A. Involuntary Transfers

1. To the extent possible, no probationary professional staff member working in a non-teaching position shall be involuntarily transferred.
2. Subject to the provisions of Section 1, above, when such involuntary transfers are necessary, an effort shall be made to transfer professional staff members working in a non-teaching position with lesser service in the District.
3. When large numbers of transfers are involved in staffing a new facility, it may be necessary to transfer more experienced professional staff members working in a non-teaching position to provide a balance of experienced and relatively inexperienced professional staff members working in a non-teaching position on the new staff and the staff from which the transfers were made.
4. Professional staff member working in a non-teaching position involuntarily transferred will be transferred only to comparable positions. The Association will be notified of the need for such transfers and shall be given the opportunity to offer information before any reassignment of teachers.
5. An involuntary assignment or transfer shall be made only after a meeting between the affected professional staff member working in a non-teaching position, his/her supervisor and/or his/her Association Representative, and the Superintendent or designee, at which time the professional staff member working in a non-teaching position shall be apprised in writing of the reason(s) for the assignment or transfer. If the professional staff member working in a non-teaching position objects to the assignment or transfer the teacher and/or his/her Association Representative shall have the right to appeal the assignment or transfer to the Superintendent or designee.
6. In the determination of assignments and transfers, the convenience and wishes of the professional staff member working in a non-teaching position will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and students.
7. Any teacher who shall be transferred or assigned by the employer to a position or vacancy outside of the bargaining unit and shall later return to a position within the bargaining unit shall be entitled to retain such rights as the teacher may have had under this Agreement before such transfer or assignment to a position outside of the bargaining unit.

8. It is agreed that in the event of an involuntary transfer the professional staff member working in a non-teaching position aggrieved by said action has the right to file a grievance commencing at Step 2.
- B. Voluntary Transfers
1. It is the policy of the Board to consider the request of teachers who desire transfers to teaching vacancies which occur in buildings other than the one in which the teacher is teaching.
 2. Whenever a vacancy, other than temporary, exists, the Board agrees such vacancies shall be filled by a professional staff member working in a non-teaching position on the basis of qualification, certification and seniority; and further, that preference will be given to a professional staff member working in a non-teaching position with a request for transfer on file with the Superintendent or designee. Should more than one (1) request for transfer be on file for the same position, the more senior unit member shall be awarded the position.
 3. Transfer requests shall be filed annually by April 15 and shall remain in force for one (1) year. Transfer requests filed after April 15 may still be considered, but only after all other transfer requests and call-backs have been considered.
 4. Where voluntary assignments are made to positions of special purposes or for growth or to meet specific needs, it is permissible for the Superintendent or designee, the Association President, and the teacher to enter into a letter of understanding that would protect the teacher's original position for a two (2) year period with the same limitations that are applied to compensated professional leaves in terms of the teacher's return to his/her original assignment.
- C. If the Board of Education implements a grade-level reorganization, either party may request to invoke the consultation procedures of Article 20.

Article 11

Reduction of Professional Staff Member Working in a Non-Teaching Position

- A. Before official action on reduction of professional staff members working in a non-teaching position is taken by the Board, it will give notice of the contemplated action to the Association and afford the Association an opportunity to discuss it. As soon as the layoff incentives are known, a list shall be provided to the Association. In any year where there are layoffs, the Association will be given notice of layoffs, assignments, transfers, and call-backs in a time frame agreed to by both parties.
- B. If it becomes necessary to reduce the number of professional staff members working in a non-teaching position employed by the Board of Education, such reduction shall be based upon the qualifications as specified in Article 24 (Qualifications and Assignment).

1. For purposes of this Agreement, seniority shall be defined as the amount of unbroken service accumulated in a position of teacher in the East Lansing Public Schools as based on the teacher's earliest date of hire into a bargaining unit position. Date of hire shall be the first day a teacher reports to work and receives pay according to the negotiated work year calendar.
 - a. Leaves of absence, with or without pay, and absences due to layoff are not considered as a break in service.
 - b. Time spent in an administrative position in the District shall not be considered a break in service, but seniority shall not accumulate while in an administrative position.
 - c. Days worked in any extracurricular position shall neither accrue seniority nor establish a date of hire.
 2. Certification shall be defined as holding a valid teaching certificate as recognized by the State of Michigan.
 3. Qualifications shall be determined as specified in Article 25.
- C. The last bargaining unit members laid off shall be those certified and qualified professional staff members working in a non-teaching position who have the greatest seniority in the East Lansing Public Schools. The Board shall provide at least thirty (30) calendar days' notice of layoff to the Association and the affected employees.

The order in which layoffs will occur is:

1. Probationary professional staff members working in a non-teaching position with the least amount of seniority in the East Lansing Public Schools shall be laid off first, provided there are more senior certified and qualified professional staff members working in a non-teaching position for available positions.
2. Professional staff members working in a non-teaching position with the least amount of seniority in the East Lansing Public Schools shall be laid off in accordance with Section B, above, provided there are more senior certified and qualified professional staff members working in a non-teaching position for available positions.
3. No new professional staff members working in a non-teaching position shall be employed by the Board while there are professional staff members working in a non-teaching position of the East Lansing Public Schools who are laid off, unless none of the East Lansing professional staff members working in a non-teaching position on layoff is qualified and certified to fill the vacancy.
4. In order for a less senior professional staff member working in a non-teaching position to be retained in a position, that professional staff member working in a non-teaching position shall have qualifications and certification

in the assigned area which the more senior professional staff member working in a non-teaching position lacks. When such an occasion should arise, the Association President will be advised in advance of the number and category of such professional staff members working in a non-teaching position. The discretion vested in the Board shall not be abused. Complaints that the Board has abused its discretion in this respect may be taken up through the grievance and arbitration procedures provided in this Agreement.

5. When the decision to reduce the work force for the upcoming school year occurs before noon on the 6th business day before returning professional staff members working in a non-teaching position are to report for the start of the upcoming school year, the Board agrees to reassign more senior professional staff members working in a non-teaching position to ensure that the least senior professional staff member working in a non-teaching position is laid off, provided there are more senior certified and qualified professional staff members working in a non-teaching position for available positions. After that time and during the school year, any layoffs will be implemented by identifying the position which is to be eliminated and placing the affected professional staff member working in a non-teaching position in a position for which they are certified and qualified which is held by a less senior professional staff member working in a non-teaching position. If there is no position held by a less senior professional staff member working in a non-teaching position for which they are certified and qualified, they will be laid off.
 6. When the decision to recall a professional staff member working in a non-teaching position for the upcoming school year occurs before noon on the 6th business day before returning professional staff members working in a non-teaching position are to report for the start of the upcoming school year, the Board agrees to reassign more senior staff to ensure that the most senior professional staff member working in a non-teaching position on the layoff list is recalled, provided such reassignment allows for a position for which the most senior professional staff member working in a non-teaching position on the layoff list is certified and qualified for. After that time and during the school year, professional staff members working in a non-teaching position shall be recalled, on a seniority basis, to available positions provided they are certified and qualified for the open position without any reassignment of staff. Recall procedures for professional staff members working in a non-teaching position shall be implemented before voluntary transfers are considered.
 7. The reassignment of professional staff members working in a non-teaching position outlined in C.5. and C.6. above, shall not occur during the school year, unless mutually agreed otherwise.
- D. The Employer shall develop a seniority list and make the appropriate revisions as they occur. The seniority list shall be posted in all buildings by October 30 and April 15 each year. Upon request, the Association President will be provided with the current revised copy of the seniority list.

1. The placement of all individuals on the seniority list as of August 15, 2003 shall be recognized as fixed upon certification by the Association.
 2. In the case of more than one (1) teacher having the same date of hire after August 15, 2003, a meeting of the teachers affected, the Superintendent or designee, and the Association President shall be held to determine the teachers ranking on the seniority list. Teachers will draw lots to determine their placement. For teachers who are unable or unwilling to participate in the drawing, the Association President will draw on their behalf.
 3. The Superintendent or designee, in consultation with the Association President, shall be responsible for sending out notice of the seniority placement meeting within thirty (30) days after ratification of this Agreement and as necessary thereafter.
- E. All seniority is lost if the teacher or administrator
1. Resigns.
 2. Retires.
 3. Is discharged and the discharge is not reversed through the grievance procedure.
 4. Does not return to work when recalled after a layoff as specified within the provisions of this Article, Paragraph H.
 5. Does not return to work on the required date for return from an approved leave of absence. Exceptions due to extenuating circumstances may be made by the Superintendent or designee.
 6. Has probationary status and is laid off for two (2) consecutive years without being recalled.
- F. The Board and Association recognize that on occasion alterations in program or vagaries in enrollment can endanger an individual tenure teacher's employment. Should such a condition occur, the tenured teacher may enter a program to equip the teacher for an alternative assignment with Board encouragement and support.
1. The tenured teacher will submit a written proposal to the Superintendent or designee.
 2. The Superintendent or designee and the Association President will confer. If they agree that the tenured teacher's continuing employment is imperiled, the Board will pay the cost of tuition, books, and normal fees for up to fifteen (15) semester or twenty (20) quarter hours credit specifically chosen to provide an assignment alternative.
 3. To protect against undue budgetary stress, the Board and Association agree that the total semester-hour commitment for the year will not exceed sixty (60); the total quarter-hour, eighty (80).

- G. Any professional staff member working in a non-teaching position on layoff shall be recalled in inverse order of layoff, provided the professional staff member working in a non-teaching position is certified and qualified for the vacancy.
 - 1. Should the Board recall out of line of inverse order of layoff, the Association President will be advised in advance of the number and category of such professional staff members working in a non-teaching position.
 - 2. The discretion vested in the Board shall not be abused. Complaints that the Board has abused its discretion in this respect may be taken up by a professional staff member working in a non-teaching position only through the grievance and arbitration procedure provided in this Agreement.
- H. The Board shall give written notice of recall from layoff by sending a certified letter to the last-known address of the professional staff member working in a non-teaching position.
- I. A laid-off professional staff member working in a non-teaching position shall lose the right of recall when said professional staff member working in a non-teaching position refuses a position of at least the same full-time equivalency held when laid off.
- J. It shall be the responsibility of each bargaining unit employee to notify the Board of any change of address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with recall or other notice to the teacher. If a bargaining unit employee fails to respond to the call-back notice within fifteen (15) calendar days from the date of sending of the recall notice, said employee shall be considered as a voluntary quit and shall terminate his/her employment relationship with the Board.

Article 12
Leave Pay

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

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

- B. At the beginning of each school year, each teacher shall retain the number of sick days with the number of days of sick leave not used during the prior school year. Unused sick leave days shall accumulate from year to year without limitation.

- C. If, at the beginning of any school year, a teacher is ill and unable to resume teaching duties in the school system, and such teacher has unused accumulated sick leave days at the end of the prior school year, the teacher will be allowed to use such previously accumulated sick leave days while the teacher remains ill and unable to work, provided the teacher is not otherwise employed. For the period the teacher is unable to resume teaching duties under this paragraph, the teacher shall not accumulate any further sick leave days until the time the teacher has returned to teaching, but shall be compensated according to Article 27.D.
- D. If a teacher's illness extends beyond five (5) work days, the Board may require an examination by a physician of the teacher's choice. The Board may require a second opinion by a physician chosen by the teacher from three (3) names submitted by the Board. The second opinion shall be at the Board's expense. The teacher may select an examination by only one (1) of the Board's doctors at the Board's expense.
- E. Any teacher absent because of injury or disease compensable under the Michigan Worker's Compensation Law shall be entitled to use previously accumulated sick leave in one-third (1/3) day increments to make up the difference between the allowance under the Worker's Compensation Law and the regular salary during the period of disability compensable under Michigan Worker's Compensation Law, with or without interruption in consecutive days, attributable to the same accident.
- F. In addition to personal illness or injury, sick leave may also be used for medical, dental, or optical examinations or treatments. No less than one-half (½) sick day will be charged unless otherwise arranged with the supervisor.
- G. A teacher shall be released from regular duties without loss of salary at least one (1) day each school year for the purpose of participating in area or regional meetings of the Michigan Education Association, when lawfully scheduled.
- H. Teachers who exhaust sick days may send a written request to the ELEA Executive Board to borrow up to five (5) future sick days for medically verifiable illness/disability of the individual, spouse, father, mother, sibling, child, and grandchild. Use for other than personal illness and/or disability shall be in addition to the ten (10) day maximum use of sick days under Article 13.B.1.
- I. The maximum borrowed each year by the entire ELEA bargaining unit will be capped at forty (40) days. The ELEA Executive Board shall provide the number of borrowed sick days for each individual to the Human Resources Department.
- J. After returning to work and earning additional sick days, teachers who borrowed from their future sick days agree to repay such days at the rate of two and one-half (2.5) days per year. Teachers may not borrow additional days until all five (5) days are repaid.
- K. If the teacher does not return to work, his/her final pay will be reduced by an amount equivalent to the remaining borrowed sick days. Should an employee leave without repaying the borrowed sick days, the bargaining unit members will be docked one-half (0.5) sick day starting with the most senior and continuing down the seniority list until all days have been repaid. Docking will only be taken from

bargaining unit members with twenty (20) or more sick days. Subsequent docking shall start where the previous repayment stopped.

- L. This Article is subject to reopening each year of this contract by either party.

Article 13
Leaves of Absence

- A. Any teacher whose illness or accident requires absence for days beyond the amount of earned and accumulated sick leave provided in Article 12 and is not covered by family and medical leave provided in this Article shall be granted a leave of absence for such time as shall be necessary for a complete recovery from such illness, and shall be compensated while on such leave of absence in accordance with Article 12 or the appropriate section of Article 27 or 28. Full insurance benefits will be continued by the Board during the period of illness leave through the month following the month in which the teacher began the leave of absence. Upon return from any such leave, a teacher shall be restored to a position for which he/she is certified, qualified, and sufficiently senior with restoration of fringe benefits, seniority, and all other rights provided by this Agreement.
- B. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:
 - 1. Up to ten (10) days each school year shall be granted for illness in the immediate family, short-term emergency care and medical care, child care or elder care arrangements. Certification by the attending physician or doctor may be required.
 - 2. When a critical illness in the immediate family requires the attendance of the teacher, the Superintendent or designee may grant use of sick leave allowance up to the amount accumulated by the teacher. For purposes of these subparagraphs, "immediate family" shall include the teacher's mother or father, father-in-law or mother-in-law, spouse and children, or person whose relationship to the teacher warrants such care.
 - 3. Time necessary for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance.
- C. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:
 - 1. A maximum of five (5) days per school year for each death in the family, defined to include spouse, children, mother, father, sister, brother, corresponding in-laws, grandparents, and, with approval of the Superintendent or designee, a person whose relationship to the teacher warrants such absence.
 - 2. Absence when a teacher is called for jury service except that the compensation for jury service in combination with the Board pay shall not exceed the teacher's regular rate of pay.

3. Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend any proceedings during which the teacher is required to provide information on behalf of the District, other than proceedings initiated by the teacher or the Association against the Board or the District (unless subpoenaed by the Board).
4. Up to five (5) days in addition to the Professional Development days in the School Calendar for attending educational conferences or conventions and with a request for such leave having been submitted to the teacher's building administrator at least fifteen (15) work days before the leave date.
5. One (1) day per school year for visitation to other schools when approved by the Superintendent or designee.
6. Time necessary to take the selective service physical examination.
7. Personal Business Days
 - a. The Building Principal shall approve an absence not to exceed two (2) days per year for personal business which by its nature cannot be scheduled outside of school hours, upon application in writing by the teacher, provided that in the event the teacher does not use the personal days provided for, such days shall be converted to additional sick leave days. Personal business days will not be used for the purpose of extending vacation or holiday periods except as follows:
 - (1) With the exception of the first and last day of school, members may use one personal business day per fiscal year in conjunction with a scheduled break through the established approval process. The use of personal business days on these days will be limited per eligible scheduled break day to five (5) members at the high school, four (4) members at the middle school, and two (2) members at each elementary school.
 - (2) The first submission for application to extend a break with a personal business day is due by September 30 of the school year. Forms may not be submitted prior to the start of school and will only be considered for the current school year.
 - (3) If the number of applications exceeds the above member limits, a lottery will be conducted by the Superintendent, or designee, with a union representative present.
 - (4) If additional openings remain, a second and final submission for application to extend a break is due by January 15, with a second lottery held if needed.
 - b. A bargaining unit member may use one (1) sick day as an additional personal business day if he/she has seventy-five (75) sick leave days accumulated as of the end of the previous school year.
8. The bargaining unit member shall give as much notice as possible in connection with any leave provided under this Article.

- D. Maternity leave will be treated as any other disability.
- E. Parental leave without pay shall be granted to any teacher requesting such following the birth or adoption of a child and shall be taken continuously, not to exceed a two (2) year period. The termination of said leave shall coincide with the end of a school year.
1. A teacher returning from a parental leave shall be placed on the position of the salary schedule commensurate with prior teaching experience and shall return to the same or substantially equivalent position held by the teacher immediately before commencement of the leave as required by the Family and Medical Leave Act.
 2. A bargaining unit member shall provide written notice of intent to return to work to the Superintendent or designee at least sixty (60) calendar days before the expiration of the leave.
- F. A teacher who is not eligible for Family and Medical Leave provided in this Article and does not select a parental leave for the child may select an unpaid child-care leave.
1. The purpose of the child-care leave shall be expressly for the care of a child. A teacher who accepts employment outside the home while on such leave and who turns over care of the child to a person other than the child's parent shall be considered a voluntary quit.
 2. The leave will begin no sooner than the school year which follows the birth of the child and no later than four (4) years after the birth of the child.
 3. The leave will be given for one (1) school year or two (2) school years. Such leaves shall commence at the beginning of a school year and terminate at the end of a school year. Application for such leave shall be submitted to the Superintendent or designee by May 1st.
 4. A teacher returning from a child-care leave shall be placed on the position of the salary schedule commensurate with prior teaching experience and shall return to the same or substantially equivalent position held by the teacher immediately before commencement of the leave as required by the Family and Medical Leave Act.
 5. A teacher desiring to return from a child-care leave shall give written notice of such intention to the Superintendent or designee not later than sixty (60) days before the end of the preceding school year.
 6. A teacher who has had a child-care leave will not be eligible for another such leave until three (3) years have elapsed since the prior child care leave.
- G. Teachers who are elected to the office of President or Vice President of the MEA or NEA shall be given a leave of absence not to exceed two (2) years, without pay. A teacher given such a leave of absence without pay shall receive credit for the annual salary increments on a schedule during such absence and unused

accumulated, sick leave provided for under this Agreement shall be frozen during such leave of absence and restored upon return.

- H. Any teacher who has left or leaves a teaching position other than a temporary teaching position in the District, in order to serve in any branch of the uniformed services of the United States, shall have any and all benefits and rights and be subject to any limitations imposed by the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 and any other federal or state law which governs or has any application to the re-employment rights.
- I. The Board shall grant a leave of absence not to exceed two (2) years, without pay, to any teacher who joins the Peace Corps or VISTA, or is campaigning as an active candidate, or is elected to serve in any public office at the state or national level, or any local office which would require the full time of the teacher.
- J. The Association President shall have release time off during the President's term of office for up to the equivalent of one-fifth (1/5) or twenty percent (20%) of the President's normal teaching duties. Based on the Association President's annual teaching assignment, the Association President and the District's Chief Financial will determine by October 1 of each school year the actual percentage of the President's release time for that school year.

The Board agrees to pay the cost of a substitute when the Association President is not performing normal teaching duties during this release time. The Board agrees to pay the full salary of the Association President or designee to attend professional meetings, legislative hearings, or to conduct Association business, not to exceed five (5) days in any one (1) school year. Time off for teachers to conduct Association business shall be granted by the Board not to exceed fifteen (15) days in any one (1) school year. The Association shall reimburse the Board for the retirement (MPERS) costs associated with the Association President's actual released time calculated by the agreed-upon percentage referenced above.

- K. Leaves of absence for up to one (1) year, without pay, may be granted upon application for professional enrichment. The regular salary increment accruing during such periods shall be allowed, provided the teacher securing a leave of absence for professional enrichment returns to the school system at the end of one (1) year.
- L. Notice of intent to return from leave. It shall be the responsibility of the teacher on leave, no later than April 15, to state his/her intent to return or not return the following school year. The personnel office shall send a notice of reminder to the teacher's last known address on or before April 1 of each year. If the teacher fails to report on or before April 15, the teacher shall be considered as a voluntary quit and shall terminate his/her employment relationship with the Board. All leaves for which a teacher is not compensated are covered by this paragraph.
- M. The Board may grant teachers an unpaid leave of absence, without salary, or fringe benefits, for up to a maximum of one (1) year. Denial of leaves of absence under this section shall not be subject to the grievance procedure.

The Superintendent may grant teachers an unpaid leave of sixty (60) or fewer days.

N. A leave of absence without pay for up to twelve (12) weeks during a twelve (12) month period shall be granted to any employee who has been employed by the District a minimum of twelve (12) months and at least 1,250 hours in the preceding twelve (12) months in conformity with the Family and Medical Leave Act of 1993 (FMLA). FMLA leaves may be granted for the following purposes:

1. Childbirth and to care for the employee's newborn child after birth;
2. Placement with the employee of a child for adoption or foster care;
3. To care for the employee's spouse, child, or parent who has a serious health condition; or
4. For a serious health condition that renders the employee incapable of performing the functions of the employee's job duties.

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

Article 14
Compensated Professional Leaves

A. There shall be three types of compensated professional leaves:

- | | | |
|----|-----------|--------------------------------|
| 1. | Class I | School District Needs |
| 2. | Class II | Personal Enrichment and Skills |
| 3. | Class III | Summer Compensation Grants |

B. Tenure teachers who have been employed for seven (7) years by the Board and possess a Michigan life, permanent, 30-hour continuing, 18-hour continuing or professional teacher certificate without a prior sabbatical or other compensated professional leave of absence during the six (6) years of employment immediately preceding the proposed leave may be granted a Class I, Class II, or Class III leave. Any teacher with three (3) years of seniority may be granted a Class III leave.

C. Class I leaves shall be granted for either of the following purposes:

1. Assessing needs of a particular instructional area, developing program, and/or evaluating program.
2. Improving skills and knowledge in an area of District need. District need shall be confirmed by the Board, the Superintendent, or the Curriculum Council.

D. Class II leaves shall be granted for any one (1) of the following purposes:

1. Improving skills and knowledge in one's present area of responsibility.

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

- I. A teacher whose leave has not been approved by the Board of Education may submit the leave proposal to the D.S.I.T. (District School Improvement Team) for review. After such review, the D.S.I.T. shall either inform the Board of Education of its concurrence of the Board's action or recommend approval with or without modifications. This process shall not be subject to the grievance procedure.
- J. Class I leaves shall be compensated at full salary for each approved unit. Class II leaves shall be compensated at one-half ($\frac{1}{2}$) salary for each approved unit. Class III leaves shall be compensated at .0277 of salary for each approved week. Teachers may choose under Class III leaves to forego compensation and instead accept reimbursement of expenses incurred up to the amount of their compensation.
- K. The full-time equivalency of compensated professional leaves shall be computed as follows:
 - 1. Class I leaves shall equate to .25 full-time equivalency per unit for a full-time person and will be prorated for a portion thereof for a part-time person.
 - 2. Class II leaves shall equate to a .125 full-time equivalency per unit for a full-time person and will be prorated for a portion thereof for a part-time person.
 - 3. Class III leaves shall equate to a .0277 full-time equivalency per week for a full-time person and will be prorated for a portion thereof for a part-time person.
- L. A teacher granted a compensated professional leave shall be obligated to return to the school system for one (1) year of employment. If any teacher does not return to the system after such leave, the teacher must repay the school system the leave salary prorated over the period of unfulfilled obligation and, in this connection, the Board may require the execution of a promissory note as evidence of the obligation. The death of a teacher while on such leave shall cancel any obligation to repay under this Article. Upon completion of the professional leave, the teacher shall prepare and forward a report to the Professional Leave Committee for transmittal to the Superintendent and to the Board of Education and for distribution to the staff. The report shall provide sufficient information for making a determination as to whether the leave accomplished its immediate and stated purpose and also to assist in the evaluation of the entire program.
- M. A professional staff member working in a non-teaching position, upon return from a compensated professional leave, shall be restored to the same position that the professional staff member working in a non-teaching position left, if the position exists; if the position does not exist, to a substantially equivalent position and shall be placed on the salary schedule as if the professional staff member working in a non-teaching position had taught in the District during such period.
- N. While on compensated professional leave, a teacher shall have the full protection of the disability income provisions of this Agreement, shall be entitled to use accumulated sick-leave benefits, but shall not accumulate sick-leave benefits, and shall retain all tenure and retirement rights and benefits.

- O. The costs of conferences and workshops, including supplies and the purchase of educational materials, under the leave classes specified in Paragraph J. of this Article are part of the recommending functions of the Professional Leave Committee.
- P. If a teacher who has been granted a Compensated Professional Leave believes that his/her studies and/or project resulted in a program that would benefit the District if implemented, he/she shall reapply to the Professional Leave Committee prior to January 15 of the year the leave expires, outlining the project he/she wishes to implement in the District. The Professional Leave Committee shall review the application of the teacher (as per sections G., H., and I. above) to extend the leave. Extensions of leaves for this purpose shall not be in excess of 0.4 to 0.6 full time equivalencies. If such an extension is granted, the extension will count toward the two (2) full-time equivalencies of Section H. above.
- Q. Any teacher who volunteers to participate in an exchange program that the Board may enter into with another school system for purposes of curricular or cultural diversity shall, during the time volunteered in the other district, be compensated at not less than the salary and benefits then entitled to in accordance with this Agreement. Time out of the District shall be deemed time with the District for purposes of any time computation under this Agreement or for advancement on the salary schedule or any other right, benefit, or privilege provided by this Agreement.

Article 15
Terminal Leave

- A. A teacher who retires in accordance with the provisions of the Michigan Public School Employees Retirement Act shall receive either \$55/day for each day of accumulated sick leave or \$100/year for each year of service to the East Lansing School District. The maximum amount payable shall not exceed \$7,500. Proof of retirement application is required under this section. This payment shall be made on a lump-sum basis in the fiscal year immediately following the retirement. The teacher may elect to receive that payment in either July or January.
- B. In the event of the death of a teacher who has given notice of retirement and who is eligible to receive terminal leave under ¶ A of this Article, the benefit will be paid to the beneficiary designated, in writing, by the teacher. If there is no written beneficiary designation on file with the District at the time of the teacher's death, the benefit will be paid according to the priorities specified in MCL 408.480.

Article 16
Evaluation of Professional Staff Member Working in a Non-Teaching Position

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

professional staff member working in a non-teaching position include electronic equipment, its use shall be agreed upon between the professional staff member working in a non-teaching position and the evaluator in advance of any observation. Evaluation material gathered as a result of the use of electronic equipment may be referenced in the evaluation document and/or used for determining prescriptions and professional staff member working in a non-teaching position success in meeting such prescriptions.

- B. In evaluations, it is recognized that the person primarily responsible for the evaluation of a professional staff member working in a non-teaching position shall be the building principal for the professional staff member working in a non-teaching position; however, other administrative personnel may participate in the evaluative process upon the request of either the professional staff member working in a non-teaching position or the building principal. Other persons possessing expertise in the assignment area may participate in the evaluative process when agreed to by the professional staff member working in a non-teaching position and the evaluator in advance of any observation.
1. The evaluation of a professional staff member working in a non-teaching position shall be directed toward the improvement of performance and toward assisting the individual to correct and improve in the areas identified as needing improvement in the written evaluation.
 2. An administrator-initiated evaluation of the professional staff member working in a non-teaching position shall not be deemed valid nor shall it be placed in the personnel file unless the following conditions have been met:
 - a. The evaluator shall notify the professional staff member working in a non-teaching position in advance that an evaluation will be conducted. In addition, the professional staff member working in a non-teaching position may submit supplementary evaluation criteria which in his/her professional judgment should be used in the evaluation process.
 - b. The professional staff member working in a non-teaching position shall be observed in the classroom or work environment, as appropriate, at least once before the formulation of any evaluative conclusions. Following each observation, the professional staff member working in a non-teaching position shall have the right to request, and shall receive within seven (7) calendar days of said request, a review of the observation.
 - c. The professional staff member working in a non-teaching position and the administrator will meet at least once outside of the classroom during the observation process to discuss the evaluator's initial impressions. At such interview, the professional staff member working in a non-teaching position shall have full opportunity to comment upon the criteria used on the validity of the evaluator's initial impressions.
 - d. After the interview, the evaluator shall prepare a formal written evaluation report which shall include the criteria used in the evaluation, the findings of the evaluator based upon the observation

and the interview, and any other facts which were relied upon in developing the final evaluation conclusions.

- e. A copy of the final written evaluation report shall be given to the professional staff member working in a non-teaching position who shall acknowledge receipt of said evaluation report in writing. The professional staff member working in a non-teaching position shall have seven (7) school days after receipt of the report to object thereon. Any objection filed by the professional staff member working in a non-teaching position shall be in writing and shall be attached to the evaluation document. The professional staff member working in a non-teaching position shall specify the portions of the evaluation report that he/she finds objectionable. At the request of the professional staff member working in a non-teaching position, the objection filed under this Article may be processed as a grievance and filed at Step 1 of the grievance process.
 - f. Professional staff members working in a non-teaching position shall be evaluated at least once in each three (3) year period.
- 3. Professional staff members working in a non-teaching position will be told the reason(s) the supervisor finds it necessary to perform an evaluation outside of the normal evaluation cycle.
 - 4. Existing evaluation forms for a professional staff member working in a non-teaching position will be modified to reflect "highly effective," "effective," "minimally effective," or "ineffective" performance ratings.
- C. No professional staff member working in a non-teaching position shall be reprimanded, disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such reprimand, discipline, or reduction in rank, compensation, or advantage, including an adverse evaluation of performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. The "just cause" standard shall not apply to the non-renewal or termination of a probationary professional staff member working in a non-teaching position.

Article 17 **Protection of Teachers**

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

- B. The Board agrees to provide in each classroom a locked file cabinet or desk for the storage and safekeeping of valuables and items of personal property essential to the discharge of teaching duties, including clothing and personal property of the teacher. Such facilities shall be provided for teachers who do not have a permanent teaching station. Teachers who are assigned to more than one building shall have such facilities in each building to which they are assigned.
- C. Complaints directed toward the teacher which are to be deemed valid shall be processed in accordance with Article 2.
- D. Teachers shall be expected to exercise reasonable care as to the safety of the students and property, but shall not be individually liable except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.
- E. Time lost by any teacher in connection with any proceeding, including legal, arising out of an assault upon the teacher or disciplinary action taken by a teacher shall be without loss of pay unless it is ultimately determined the teacher was at fault.

Article 18
Negotiations Procedures

- A. The Board agrees it will not alter, change, revise, modify, or eliminate any present Board policy, not expressly covered by this Agreement, affecting rates of pay, wages, hours of employment, or other conditions or duties and responsibilities of teachers and their working conditions, without giving prior written notice of such proposed action and affording the Association an opportunity to be heard on such proposed action. No such action taken by the Board under this Article shall be inconsistent with this Agreement or a violation of law. The Board agrees to follow the same procedure as to any new policy to be adopted by the Board during the life of this Agreement which would affect the rates of pay, wages, hours of employment, or other conditions, including the duties and responsibilities of teachers and their working conditions. Further, the Board agrees it will not adopt any new policy under this Article which is inconsistent with this Agreement or violates law.
- B. The Association shall be duly advised by the Superintendent of fiscal, budgetary, and tax programs affecting the District and shall, whenever feasible, have the opportunity to consult with the Board with respect thereto prior to general publication.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any actions required by the Board under the No Child Left Behind (NCLB) Act result in a duty to bargain under the Public Employees Relation Act, bargaining shall be initiated by the parties in a time frame sufficient to allow completion of bargaining prior to the deadlines specified in the NCLB Act.

- E. Copies of this Agreement shall be printed at the sole expense of the Board and presented to all teachers now employed or hereafter employed by the Board. Copies of a successor Agreement shall be made available within one (1) month after ratification or by the first day of work in the school year, whichever is applicable.
- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate this Agreement as provided in that Act.

Article 19
Grievance Procedures

A. Definitions

- 1. A claim by a teacher or the Association of a violation, misinterpretation, or misapplication of any provision of this Agreement when pursuant to wages, hours, or conditions of employment may be processed as provided in this Article.
- 2. An Association grievance is when the Association's Executive Board alleges a violation. It will commence in writing at Level Two.
- 3. The number of days indicated at each step of the Grievance Procedure is calendar days unless school is not in session in which case the deadline is automatically extended until/unless the other party insists in writing that an answer or moving the grievance to the next level must occur within fourteen (14) calendar days. Time limits may be extended by mutual consent or either party may issue a unilateral one (1) calendar week extension on one (1) occasion for each separate grievance.
- 4. A grievance over which the building principal has no jurisdiction shall be initiated at Level Two. When Level One is bypassed, the grievant shall deliver a copy of the grievance to the building principal at the same time such grievance is submitted at Level Two.
- 5. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

B. Procedure

1. Level One – INFORMAL THEN WRITTEN

A teacher shall first discuss the alleged grievance with the principal personally or accompanied by the teacher's Association Representative. If the grievance is not resolved, the teacher may invoke the formal grievance procedure through the Association on the proper form, furnished by the Board, within thirty (30) calendar days. Extensions of the time to file will be freely granted upon the first request.

The grievant shall deliver one (1) copy of the grievance to the principal and a second copy to the Association President. Within one (1) calendar week of receipt of the written grievance, the principal shall meet with a designated representative of the Association. The principal shall indicate his/her disposition in writing within one (1) calendar week of such meeting.

2. Level Two - SUPERINTENDENT

If the Association is not satisfied with the disposition, or if no disposition has been made within two (2) calendar weeks, from the date the written grievance was filed or thirty (30) days after the alleged violation, whichever is later, the grievance shall be transmitted to the Superintendent.

If the grievance is not forwarded to the Superintendent within thirty (30) calendar days after the teacher or Association knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived.

Within one (1) calendar week from receipt, the Superintendent or designee shall meet with the Association to hear the grievance. If school is not in session, the time lines will automatically be extended to either two (s) calendar weeks or, at either party's choice, extended until school days are back in session. During the School year, disposition to the Association in writing will be within one (1) calendar week following the meeting.

If the Association is not satisfied with the Superintendent's or Designee's answer, or no answer is received within two (2) calendar weeks from the date of filing with the Superintendent/Designee, the grievance may be submitted to the next level within two (2) additional calendar weeks.

3. Level Three - MERC MEDIATION

If either party requests, the services of MERC mediator will be sought and used in an attempt to resolve the grievance short of arbitration. If the MERC mediator cannot meet within 3 weeks, the moving party may insist that MERC mediation step is skipped and file for arbitration. Level 4 timelines begin after Mediation is concluded or skipped.

4. Level Four – ARBITRATION

If the Association elects to submit the grievance to arbitration, it shall notify the Superintendent in writing within three (3) calendar weeks following the disposition at Level Two or Level Three, if applicable.

- a. An Arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding.
- b. The Arbitrator so selected shall confer with representatives of the Board and Association; shall hold hearings promptly; and shall issue a

decision not later than Thirty (30) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the Arbitrator. The Arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be without power and authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

- c. The parties shall usually not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party. If however, such ground or evidence is asserted or relied upon, the other party may elect to postpone the hearing in order to have time to investigate and submit a rebuttal to that new evidence or ground.
- d. The Arbitrator shall have no power to alter, add, to or subtract from the terms of this Agreement.
- e. Both parties agree to be bound by the Arbitrator's award and agree that judgment thereon may be entered in any court of competent jurisdiction for the enforcement of the Arbitrator's award.
- f. The fees and expenses of the Arbitrator shall be shared equally by the parties.

Article 20

Consultation Procedure

- A. The purpose of the consultation procedure shall be to address matters which are outside of the scope of this Agreement and/or issues related to the implementation of this Agreement.
 1. If a proposal is initiated by the Association, it shall be submitted in writing with the request for a meeting to the Superintendent or designee, who shall acknowledge receipt within three (3) school days thereafter and meet with the Association to discuss the proposal within fifteen (15) days thereafter. If, as a result of this meeting or subsequent meetings arranged to the mutual satisfaction of the Association and the Superintendent or designee, agreement is reached on the proposal, it shall be presented to the Board as a joint recommendation of the Superintendent and the Association. If such discussions do not result in agreement, or if the Association is dissatisfied with the course of discussion with the Superintendent, the Association may so notify the Board in writing and shall have the right to present its proposal directly to the Board in a working session not more than one (1) month thereafter.
 2. If a proposal is initiated by the Board or the Superintendent, the Superintendent or designee may submit the same in writing to the Association, which shall acknowledge receipt within three (3) school days thereafter and meet with the Superintendent or designee to discuss the proposal within fifteen (15) school days. Thereafter the procedure shall be as set forth in paragraph 1., above.

3. Any proposal adopted by the Board and initiated or approved by the Association shall be reduced to writing, signed by the Board and the Association, and shall become an addendum to this Agreement. The Board or the Association may utilize the services of outside consultants and may call upon professional and lay representatives to participate in the consultation procedure.
- B. The provisions of this Article are in no way intended to replace or supplant the existing organization for curriculum improvement.

Article 21
Calendar/Professional Development

- A. The school calendar(s) for the term of this Agreement is set forth in Schedule A, which is attached to and incorporated into this Agreement.
- B. Should more than thirty (30) hours of student instruction be canceled due to conditions not within the control of school authorities, the canceled hours which are in excess of thirty (30) shall be rescheduled at the end of the negotiated school calendar so as to provide the requisite hours of student instruction in accordance with state statute.
- C. The program content on professional development days shall be planned by the Director of Curriculum, Instruction, and Assessment in coordination with the Staff Development Committee and the Building Administrator.
- D. All levels of instruction (elementary, middle and high school) will meet the required minimum student instruction time as specified in the State School Aid Act or its successor statute.
- E. A middle school teacher who is responsible for administering and grading a semester final exam that correlates directly to high school credit may be excused from his/her middle school assignment in a manner that is consistent with a high school teacher who is giving the same final exam.
- F. Bargaining unit employees shall complete the minimal number of hours of annual professional development as required by the Revised School Code, State School Aid Act, and Michigan Department of Education regulations and shall attend a minimum of fifteen (15) hours of District-provided professional development as scheduled by the District. Bargaining unit employees may use their own time to complete the remaining hours of required professional development at the employee's cost, but must comply with State standards for that professional development.
- G. During the contracted professional development days at the beginning and/or end of the teacher work year, teachers are required to be in attendance from 8:00 a.m. until 4:00 p.m.
- H. The start times for buildings will be reevaluated after all 2017 Bond Construction projects are completed or if other Ingham County public schools consider later high school start times.

Article 22
Curriculum Chairpersons

- A. The Administration will appoint Curriculum Chairpersons for a one year term. Curriculum Chairpersons shall be members of the bargaining unit and shall have obtained tenure before their appointment.

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

1. The following departments at the High School level shall have chairpersons:

English, Mathematics, Social Studies, Science, Special Education/Counseling

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

- a. An annual stipend on the BA Step 1 base for 2014-15 (\$38,826) determined as follows:

(1)	First year	6.5%
(2)	Second year	7.5%
(3)	Third year	8.5%

2. The following departments at the 6-12 level shall have chairpersons:

Applied Technology, Performing Arts, Visual Arts, Foreign Language, P.E.

Curriculum Chairpersons at the 6-12 level shall receive the following benefits:

- a. An annual stipend on the BA Step 1 base for 2014-2015 (\$38,826) determined as follows:

(1)	First year	6.5%
(2)	Second year	7.5%
(3)	Third year	8.5%

3. At the Middle School level the following departments shall have chairpersons: Language Arts, Mathematics, Social Studies, Science, and Special Education/Counseling.

The Special Education/Counseling Chairperson shall be K-8.

Curriculum Chairpersons at the Middle School level shall receive the following benefits:

- a. An annual stipend on the BA Step 1 base for 2014-2015 (\$38,826) determined as follows:

- (1) First year 6.5%
- (2) Second year 7.5%
- (3) Third year 8.5%

- 4. At the Elementary School level the following grade levels and special areas shall have chairpersons:

- Kindergarten 1 person
- Special Areas 3 persons (Music, Art, Physical Education)
- Grades 1 1 person
- Grade 2 1 person
- Grades 3 1 person
- Grade 4 1 person
- Grades 5 1 person

Curriculum Chairpersons at the Elementary School level shall receive the following benefits:

- a. An annual stipend on the BA Step 1 base for 2014-2015 (\$38,826) determined as follows:

- (1) First year 6.5%
- (2) Second year 7.5%
- (3) Third year 8.5%

- B. Elementary Curriculum Chairpersons shall meet a minimum of five (5) times annually with the chairperson at the grade level above and/or below them.
- C. Secondary Curriculum Chairpersons shall meet a minimum of five (5) times annually with the chairperson at the level above and/or below them who is in the same subject area.
- D. Co-chairpersons in any area or level may be appointed, provided the two persons sharing the position mutually agree. If Co-chairpersons are appointed they shall share the benefits.

Article 23
Special Teaching Assignments

- A. Summer School Teachers / Extended Day / Homebound / Home-Based
 - 1. A bargaining unit member who teaches summer school, extended day, homebound, or home-based shall be compensated at an hourly rate of \$45 per hour.

2. Non-bargaining unit members who teach summer school, extended day, homebound, or home-based shall be compensated at an hourly rate of \$30 per hour.
 3. For each hour of instruction, teachers will be paid one quarter (1/4) hour for prep time.
 4. No other terms of the Agreement shall apply to summer school teachers.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be advised of a telephone number they may call as early as possible, but not later than 6:45 a.m. for the High School and 7:00 a.m. at the Middle Schools and Elementary schools, to report unavailability for work. At the High School, teachers shall make every effort to call by 6:30 a.m. Once a teacher has reported unavailability, it shall be the responsibility of the Board or its agents to arrange for a substitute teacher.

The substitute rate shall be \$40 per class period for periods of 30 minutes or more and \$25 per class period for periods less than 30 minutes. If subbing for a non-ELEA position, the hourly rate of the person needing the sub shall be the rate of pay unless approved by administration or the position is required by the IEP, in which case the sub will be paid either \$40 or \$25 per class period as indicated above.

C. CURRICULUM DEVELOPMENT AND IMPROVEMENT

Bargaining unit members who are employed to develop and/or improve curriculum shall be compensated at an hourly rate of \$25.

D. IN-SERVICE

When an in-service for the purpose of addressing new or major changed curriculum is offered other than through released time or outside the limits of article 6.a., teachers will be paid at the hourly rate of \$20.

Article 24
Qualifications and Assignments

- A. Students are entitled to be taught by teachers who hold positions for which they have been certified and are qualified. For assignment and recall, the professional staff member working in a non-teaching position shall meet the qualifications as defined below.
- B. Teachers employed by the Board for a regular teaching assignment shall at a minimum have a Bachelor's degree from an accredited college or university, and a Michigan Teacher's Certificate with the required endorsements for the position held by the teacher. In addition, the teacher assigned to teach at the high school level shall have a major or minor and be in accordance with North Central standards.
- C. The employment of teachers with special certificates is to be permitted only in cases where no properly certified teacher is available and in conformity with

Michigan law. The Association shall be notified in each instance of a temporary certification being requested and granted by the State.

- D. A professional staff member working in a non-teaching position shall not be assigned, except temporarily and for good cause, to a position for which he/she is not certificated, credentialed, or licensed (as appropriate), and qualified.
- E. Should a teacher be assigned to a position for which he/she is not qualified, other than those specified in Paragraph F. of this Article, he/she shall be provided with written notification that he/she is not qualified under the provisions of this Article. In addition, the notice shall specify what the teacher must do to become qualified.
- F. Teachers will usually be given written notice of their proposed schedules, percentage of time and building assignments by June 30 each year. In the event changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes to a professional staff member working in a non-teaching position's schedule be made later than sixty (60) calendar days before the commencement of the school year except under extenuating circumstances. If a change to a schedule or assignment is made during the months of August or September, up to fourteen (14) hours of preparation time at the teacher's hourly rate will be provided. In addition, support services needs may be provided as mutually agreed between the teacher and the principal.
- G. Teachers who may be assigned to more than one (1) building and who want their preference as to the next year's assignment known by the Superintendent shall submit such information in writing to the Superintendent or designee before May 15.

Teachers assigned to more than one building shall be given their schedules as specified in Article 25.H. Schedules shall be defined as proposed building and level assignments including the percentage of time. After traveling teachers receive their schedules, they may request and shall be given a conference with the Superintendent or designee to discuss their schedules and suggest alternate schedules.
- H. The Board will attempt to make assignments at the high-school level which will limit to three (3) the number of individual preparations a teacher must make for different courses. If a teacher is assigned to more than three (3) preparations, that teacher will be allowed fifteen (15) calendar days from the date of the assignment notification to provide information to the administration concerning dissatisfaction with the assignment and possible alternatives for assignments.
- I. Co-teaching assignments for Special Education and General Education teaching teams shall be made after affected teachers have had an opportunity for input. Before the end of the first semester, all teachers affected by co-teaching will be given an opportunity to attend an annual review meeting.
- J. Whenever it is necessary, in the judgment of the Board, Superintendent, or principal, to appoint a teacher to a District-level committee, the appointing agency shall consult with the Association President before making such appointment.

Article 25
Paid Extra-Curricular Assignments

A. Annual Appointments

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

B. Appointment Procedure

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

A. Coaches

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

2. Other Positions

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

C. Evaluations

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

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

D. Termination

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

Article 26
Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B, which is attached to and incorporated into this Agreement. Such salary schedule(s) shall remain in effect for the period of this Agreement.
- B. To comply with section 380.1250 of the Revised School Code, a bargaining unit member's evaluation rating shall impact their eligibility for steps and/or any off-schedule payments as follows:
1. If a bargaining unit member's evaluation rating is Highly Effective, Effective, or Minimally Effective, the bargaining unit member shall receive the subsequent school year's compensation increase, if any increase was agreed upon.
 2. If a bargaining unit member's evaluation rating is Minimally Effective for two (2) consecutive years, the bargaining unit member shall not receive the subsequent school year's steps and/or any off-schedule payments.
 3. If a bargaining unit member's evaluation rating is Ineffective, the bargaining unit member shall not receive the subsequent school year's steps and/or any off-schedule payments.
- C. Schedule B changes for 2021-2022 are as follows:
1. For 2021-2022 bargaining unit members will move full step and lanes as appropriate, and steps 14.5 and above shall increase 2.5%.
- D. Upon employment with the District, bargaining unit members shall receive up to 1 year credit on the salary schedule for each year of previous teaching experience provided that the member has had K-12 teaching experience and has taught under a recognized State or Continuing teaching certificate. This experience credit will be reduced by the same number of years or partial years that ELEA members have had partial or full step freezes that coincide with the years of experience of the new unit member.
- E. A teacher must work and/or receive pay for at least the number of days in a semester during a given school year to qualify for the next step on the salary schedule for the succeeding year.
- F. The extracurricular salaries are set forth in Schedule C, which is attached to and incorporated into this Agreement.

1. For the purpose of determining eligibility for experience on Schedule C, persons serving in head coaching positions will receive credit for years served as assistant to the position. Similarly, experience in a Schedule C position at the middle school will apply toward experience credit for the same sport/activity at the high school and vice versa. Likewise, class advisors will receive experience credit for years served as advisor to any class at the high school. (See Appendix for examples.)
 - B. The Board reserves the right to place new staff on Years 1-5 of Schedule C as it deems appropriate, but the Board will pay only for actual experience in Schedule C positions in the East Lansing Public Schools for years 6-10 and year 11 plus placement.
- G. All teachers shall be compensated in accordance with this Article and the annexed schedules without deviation. Salary is based upon the regular school calendar adopted by the Board in accordance with this Agreement and the normal teaching load as defined in this Agreement.
- H. A teacher's hourly rate may be calculated by dividing the basic salary by the number of contracted days as provided in the attached calendar as Schedule A and by the number of hours of the teacher's full-time assignment. A full-time assignment shall be defined as seven (7) hours per day for the purpose of this calculation.
- I. Teachers required in the course of their work to drive personal vehicles are eligible to receive the mileage reimbursement rate as established by the Internal Revenue Service (IRS) (the IRS rate in effect at the time of travel) for travel within and outside the District under the following criteria:
 - A. All travel for assignments to more than one (1) building.
 - B. Travel for conferences that are administrator initiated. Option of teacher to wave mileage reimbursement for teacher initiated conference.
 - C. Approved travel to perform professional responsibilities (Approved by immediate supervisor).
 - D. Application for reimbursement will use actual mileage or current mileage chart for inter and/or intra District travel.
 - E. Electronic mileage reimbursement forms will be used for standardization.
 - F. Individuals may submit at time of travel or at end of semester, but NOT LATER THAN the end of school year which is June 30th.
- J. Salaries are paid on the basis of twenty-one (21) pay periods.

Teachers shall have the option of receiving salary payments in twenty-one (21) or twenty-six (26) installments. Requests for salary in twenty-six (26) pay periods shall be submitted before August 15 in any year. Those who choose the option of twenty-six (26) installments may elect to receive the balance of their contract salary on the

first pay day following the final teacher contract day by submitting a written request to the payroll office before April 15 in any year.

If a pay date falls on a national holiday in which the district's banking partner is closed payroll will be processed on the first business day prior to the national holiday.

Any teachers in any year after becoming eligible for retirement under the Michigan Public School Employees Retirement Act may request, and the Board agrees to comply with such requests, that they be paid their full salaries not later than the end of the contract teaching year.

- K. See Appendices B for Salary Schedule and C for Extracurricular and Coaching Pay.
- L. Any teacher who volunteers to participate in an exchange program that the Board may enter into with another school system for purposes of curricular or cultural diversity shall, during the time volunteered in the other district, be compensated at not less than the salary and benefits then entitled to in accordance with this Agreement. Time out of the District shall be deemed time with the District for purposes of any time computation under this Agreement or for advancement on the salary schedule or any other right, benefit, or privilege provided by this Agreement.
- M. Individual contracts shall be issued by October 1 or within thirty (30) calendar days of the ratification of this Agreement, whichever is later. Any teacher employed after the ratification of this Agreement shall be issued an individual contract within thirty (30) days of employment.

Article 27
Employee Earned Benefits

- A. The Board shall provide without cost to the teacher group life insurance protection in the amount of \$50,000 AD&D during the life of this Agreement. Said insurance policy is payable to the teacher's designated beneficiary with provisions for double indemnity in the event of accidental death.
- B. The Board shall provide, without cost during the life of this Agreement, a dental insurance program at one hundred percent (100%) of Class I benefits, eighty percent (80%) of Class II benefits, and eighty percent (80%) of Class III benefits with a One Thousand Five Hundred Dollars (\$1,500) annual maximum, and 80% orthodontics benefit with a one thousand five hundred dollar (\$1,500) lifetime maximum as provided by Delta Dental Insurance.
- C. Those employees who elect not to enroll in the health insurance program offered shall receive Two Hundred Dollars (\$200) each month in cash under a valid IRS Section 125 plan established by the Board. The monthly amount will increase to three hundred dollars (\$300) if the number of employees not enrolling in health insurance increases to 73 or above. The number of employees not taking health will be done once a year on January 1.
- D. The Board agrees to provide without cost to each teacher an insured income continuation plan for disability extending beyond the teacher's accumulated sick

leave. The Board will guarantee sixty percent (60%) of the employee's income from Schedule B beginning from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized in the attached document entitled MESSA "Negotiated LTD Plan Highlights."

- E. The Board shall make premium payments for the medical benefit plan costs, to the extent described below, on behalf of a teacher and his/her eligible dependents for MESSA Choices 2 (PAK) with: Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$20 UR, \$50 ER or MESSA ABC Plan1. The Board shall contribute the following amounts to a bargaining unit member's health savings account for calendar year 2021: \$650 for single subscribers and \$1,300 for two-person or family subscribers. The Board shall contribute the following amounts to a bargaining unit member's health savings account for calendar year 2022: \$1,000 for single subscribers and \$2,000 for two-person or family subscribers.

Teachers will be responsible, through payroll deduction for payment of twenty percent (20%) of the medical benefit plan costs attributable to their enrollment category (i.e., single subscriber, two-person, family). Bargaining unit members that elect MESSA Choices 2, rather than MESSA ABC Plan 1, shall additionally pay 100% of the difference in medical benefit costs (including any Board paid H.S.A. contribution) between MESSA Choices 2 and MESSA ABC Plan 1.

Coverage will be for a full twelve (12) months' coverage. It is expressly understood that full twelve (12) months' coverage depends on completion of the teacher's contract for the total school year.

- F. The Board shall provide without cost to the bargaining unit member MESSA Vision Services Plan 3 (VSP-3).
- G. The Board agrees to deduct premiums for variable tax-deferred annuities which are paid solely by the teacher and further agrees to remit such premiums to the designated insurance company, subject to the limitations set forth in Article 5.D. and E.
- H. The Board agrees to furnish to all teachers employed at 20% time or more the fringe-benefit package available to full-time teaching staff as provided in this contract. The Board will bear the amount of the cost represented by the teacher's contract time. The remaining portion of the cost shall be paid by the employee through payroll deduction. Any employee who has been covered by the fringe-benefit package before July 1, 1977 shall continue to be covered during the life of this Agreement.

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

- I. In each year of this Agreement, the Board will pay the employer required contributory retirement amount to the Michigan Public School Employees' Retirement Fund. The rate of contribution will be set by the State.
- J. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation in coverage.
- K. General Provisions Related to Insurance Coverage
 - 1. The insurance coverage benefit year shall be a twelve (12) month period starting September 1 through the following August 31 each year of the Agreement.
 - 2. If a teacher resigns or is terminated during the school year, the insurance shall terminate at the end of the month of resignation or effective date in an executed termination agreement.
 - 3. If a teacher resigns from employment after the end of a school year and before the start of the next school year, the insurance shall be continued through August 31 of that year, unless the teacher becomes employed elsewhere prior to August 31. Provided, that a teacher who resigns and waives insurance for the months of July-August shall receive \$500. The waiver must be in writing and furnished to the District by May 15.
 - 4. There shall be a 30-day open enrollment period each year from November 1 through November 30, or any other time mutually agreed to by the parties and the insurance carrier.
 - 5. If a teacher begins employment after the start of the open enrollment period, the teacher shall be eligible for insurance benefits effective on the first day of service that the insurance carrier permits for such coverage.
 - 6. If a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the teacher's dependents for the balance of that school year (i.e., June 30). If the teacher dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the teacher's dependents through August 31 of that year.

Article 28
Teacher Incapacity

- A. Whenever the Board claims that a bargaining unit member is physically or mentally incapable of performing his/her normal responsibilities, it shall notify the Association and the affected bargaining unit member in writing. Said notice shall specify the reason(s) for the alleged incapacity and, further, shall request the appointment of appropriate medical personnel to examine the teacher.

1. The Board, the Association, and the bargaining unit member each shall be entitled to appoint a doctor as specified in Sections 2 and 3, below, to conduct the appropriate examination(s).
 2. Should the Board claim that the bargaining unit member's incapacity is due to physical reasons, the parties' appointees shall be licensed in the State of Michigan as either Medical Doctors, or Doctors of Osteopathic Medicine.
 3. Should the Board claim that the bargaining unit member's incapacity is due to mental reasons, the parties' appointees shall be licensed in the State of Michigan as Clinical Psychologists, Medical Doctors, or Doctors of Osteopathic Medicine.
 4. Each of the parties shall notify the others of its appointee in writing within fourteen (14) calendar days of receipt of the Board's written request as referenced in Section A, above.
 5. Once written notice of the appointee(s) has been served upon the other parties, the appointees shall not be changed without mutual consent among all three (3) parties except as may be necessary due to death, incapacity, legal restrictions or an appointee's refusal to serve.
 6. The bargaining unit member shall arrange for an examination and a written medical evaluation by each of the appointees within twenty (20) business days of the Board's initial request as referenced in Section A, above, or as soon thereafter as possible.
 7. The appointees' examinations and written medical evaluations shall be conducted and completed independently of one another.
 8. Each of the parties shall provide the others with a copy of the written report submitted by its appointee within (5) calendar days of receipt of the same.
 9. Upon receipt of the written reports of all of the appointees, the Board shall, within fourteen (14) school days, determine the bargaining unit member's status.
 10. Should the Board determine that the bargaining unit member is incapacitated, it shall notify the Association and the bargaining unit member in writing. Said notice shall specify the reasons for such a determination and, further, shall specify the commencement of a leave of absence and the length of the period of leave.
 11. In any event, the period of leave shall not extend beyond the close of the following school year.
 12. A bargaining unit member who is determined to be incapacitated shall be eligible for benefits in accordance with the disability provisions of Article 28.
- B. Except as provided in Section F. of this Article, the decision of the Board shall be final unless the Association submits the matter for arbitration.

1. Should the Association determine to submit the matter for arbitration, it shall notify the Board in writing within ten (10) school days after receipt of the Board's written decision.
 2. Should a demand for arbitration be filed, the arbitration proceeding shall be governed by Article 19.B.3.
- C. Not more than sixty (60) days prior to the end of the period of leave, the Board may request that the appointees reconvene to examine the bargaining unit member and report their findings to the Board, provided that the Association and the bargaining unit member are notified in writing. Any allegation of continuing disability shall be subject to the provisions set forth herein, including the right of arbitration.
- D. Once the Board has determined that a bargaining unit member is incapacitated, its sole remedy is to place the unit member on disability with disability benefits as provided in Article 28.
- E. During the pendency of any proceeding under this Article, the Board shall have the right to remove or reassign the bargaining unit member from his/her normal responsibilities provided that said bargaining unit member is compensated at his/her regular salary during such removal or reassignment.
- F. After the first thirty (30) calendar days of a Board designated period of incapacity, the bargaining unit member, the Association, or both may submit written evidence that the bargaining unit member is no longer incapacitated.
1. The bargaining unit member, the Association, or both may request that the period of disability be terminated and that the bargaining unit member be reinstated to his/her regular and normal responsibilities at the then applicable rate of pay.
 2. Should the Board refuse to reinstate the bargaining unit member to his/her regular and normal responsibilities, such refusal shall be in writing and subject to arbitration as provided herein.
 3. Should the Association determine to submit the matter for arbitration, it shall notify the Board in writing within ten (10) school days after receipt of the Board's written decision.
 4. The bargaining unit member may make no more than one (1) request for reinstatement during a Board-designated period of incapacity.
 5. The bargaining unit member may make no more than one (1) request for reinstatement during any subsequent Board-designated period of continuing incapacity.
- G. Upon return from disability, the bargaining unit member shall return to the same or substantially equivalent position held by the teacher immediately before commencement of the leave as required by the Family and Medical Leave Act.

- H. The expenses and fees of the parties' appointees, from whom the Board receives a written report, shall be borne by the Board.

Article 29
Mentor Teachers

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

Article 30
Duration of Agreement

This Agreement shall become effective upon mutual ratification by the parties and shall continue in effect until June 30, 2022.

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

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

EAST LANSING EDUCATION
ASSOCIATION/INGHAM CLINTON
EDUCATION ASSOCIATION

By: _____
Its President

By: _____
Its President

By: _____
Its Secretary

By: _____
Its Secretary

Date Ratified:

Date Approved:

SCHEDULE A

2021-22 SCHOOL YEAR CALENDAR

Common Dates for All Levels

August 23	Teacher Work Day and Professional Development No Classes K-12
September 3	No Classes K-12
September 6	Labor Day Holiday No Classes K-12
September 22	Late Start – Teacher PD
October 14 & 19	Parent Conferences No classes in p.m. K-12
October 20	Late Start – Teacher PD
November 24-26	Thanksgiving Holiday Break No Classes K-12
Dec. 20 – Dec 31	Winter Holiday Break No Classes K-12
January 3	Classes Resume
January 17	Martin Luther King Jr. Holiday No Classes K-12
February 21	President’s Day Holiday No Classes K-12
February 23	Late Start – Teacher PD
March 10 & 15	Parent Conferences No Classes in p.m. K-12
March 16	Late Start – Teacher PD
March 25 – April 1	Spring Break No Classes K-12
May 30	Memorial Day Holiday No Classes K-12
June 3	Last Student Day No Classes p.m. K-12
June 3	Last Teacher Day

Other Dates Specific to Grade Levels

Elementary

August 24	First Day of School - (No Classes in p.m.)
October 12	Parent Conferences - (No Classes in p.m.)
March 8	Parent Conferences - (No Classes in p.m.)

Middle School

August 24	First Day of School - Full Day
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High School

August 24	First Day of School - Full Day
January 12-14	Final Exams - (No Classes in p.m.)
June 1-3	Final Exams - (No Classes in p.m.)

School Hours

Elementary	Full Day - 8:45 a.m. - 3:37 p.m. Half Day - 8:45 a.m. - 12:10 p.m. Late Start - PD – 10:45 a.m.-3:37 p.m.
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Middle School	Full Day – 8:05 a.m. - 2:53 p.m. AM Half Day - 8:05 a.m. - 11:20 a.m. Late Start – PD – 10:05 a.m.-2:53 p.m. Last day - 8:05 a.m. – 11:10 a.m.
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High School	Full Day – 7:45 a.m. - 2:35 p.m. AM Half Day - 7:45 a.m. - 11:00 a.m. Late Start – PD – 9:45 a.m.-2:35 p.m. Exam Day 7:45 a.m. - 11:20 a.m.
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- **Switch Days = 10/12/21, 10/19/21, 3/10/22, 6/3/22**
- **Ingham ISD Common calendar dates include Winter Break - December 20, 2021-December 31, 2021; and Spring Break – March 28, 2022 – April 1, 2022**
- **Note: conference and exam dates are subject to adjustment.**

SCHEDULE B - SALARIES**2021-2022**

STEPS	BA	MA	SPECIALIST	PH.D.
1	N/A	N/A	N/A	N/A
1.5	N/A	N/A	N/A	N/A
2	40,972	43,348	44,361	45,118
2.5	41,999	44,435	45,444	46,201
3	43,025	45,522	46,526	47,284
3.5	44,099	46,659	47,665	48,424
4	45,172	47,796	48,804	49,563
4.5	46,302	48,988	49,998	50,752
5	47,431	50,179	51,192	51,940
5.5	48,617	51,434	52,447	53,200
6	49,803	52,688	53,701	54,460
6.5	51,048	54,007	55,019	55,780
7	52,292	55,326	56,336	57,099
7.5	53,600	56,710	57,720	58,480
8	54,908	58,094	59,103	59,860
8.5	56,508	59,543	60,555	61,313
9	58,108	60,992	62,006	62,766
9.5	59,321	62,517	63,531	64,291
10	60,534	64,041	65,055	65,815
10.5	61,859	66,332	67,345	68,633
11	63,184	68,622	69,634	71,450
11.5	64,513	70,913	71,925	73,212
12	65,842	73,204	74,215	74,974
12.5	66,922	74,405	75,432	76,203
13	68,002	75,605	76,649	77,432
13.5	71,108	79,058	80,150	80,969
14	71,108	79,058	80,150	80,969
14.5	73,319	81,523	82,696	83,590
15	73,754	82,012	83,238	84,187
15.5	73,754	82,012	83,238	84,187
16	73,754	82,012	83,238	84,187
16.5	73,754	82,012	83,238	84,187
17	73,754	82,012	83,238	84,187
17.5	73,754	82,012	83,238	84,187
18	73,754	82,012	83,238	84,187
18.5	73,754	82,012	83,238	84,187
19	73,754	82,012	83,238	84,187
19.5	74,378	82,664	83,944	84,948
20	75,001	83,314	84,650	85,705
20.5	75,001	83,314	84,650	85,705
21	75,001	83,314	84,650	85,705
21.5	75,001	83,314	84,650	85,705
22	75,001	83,314	84,650	85,705
22.5	75,001	83,314	84,650	85,705
23	75,001	83,314	84,650	85,705
23.5	75,001	83,314	84,650	85,705
24	75,001	83,314	84,650	85,705
24.5	75,537	83,850	85,186	86,188
25	76,074	84,387	85,723	86,671

SCHEDULE C
EXTRA and CO-CURRICULAR POSITIONS and SALARY SCHEDULES

The appropriate percentage (%) factors shall be based upon one hundred percent (100%) of the 2017-2018 BA Step 1 salary (\$38,826) for the school year in which the work is performed. If hired in a position not related to previous Schedule C experience in the District after January 1, 2011, the appropriate percentage factor will be applied to ninety percent (90%) of the 2017-2018 BA Step 1 salary (\$38,826 x 90% = \$34,943).

ATHLETIC HEAD COACHES

POSITION(S)	SALARY FORMULA PERCENTAGES		
	Years 1 – 5	Years 6 – 10	Years 11+
Basketball	20%	21%	22%
100%	\$7,765	\$8,153	\$8,542
90%	\$6,989	\$7,338	\$7,687
Football	20%	21%	22%
100%	\$7,765	\$8,153	\$8,542
90%	\$6,989	\$7,338	\$7,687
Track	18% (22% if both B&G)	19% (23% if both B&G)	20% (24% if both B&G)
100%	\$6,989	\$7,377	\$7,765
100% if B&G	\$8,542	\$8,930	\$9,318
90%	\$6,290	\$6,639	\$6,989
90% if B&G	\$7,687	\$8,037	\$8,386
Soccer	18%	19%	20%
100%	\$6,989	\$7,377	\$7,765
90%	\$6,290	\$6,639	\$6,989
Baseball	17%	18%	19%
100%	\$6,600	\$6,989	\$7,377
90%	\$5,940	\$6,290	\$6,639
Softball	17%	18%	19%
100%	\$6,600	\$6,989	\$7,377
90%	\$5,940	\$6,290	\$6,639
Swimming	17%	18%	19%
100%	\$6,600	\$6,989	\$7,377
90%	\$5,940	\$6,290	\$6,639
Wrestling	17%	18%	19%
100%	\$6,600	\$6,989	\$7,377
90%	\$5,940	\$6,290	\$6,639
Volleyball	17%	18%	19%
100%	\$6,600	\$6,989	\$7,377
90%	\$5,940	\$6,290	\$6,639
Gymnastics	15%	16%	17%
100%	\$5,824	\$6,212	\$6,600
90%	\$5,241	\$5,591	\$5,940
Cross Country	15% (19% if both B&G)	16% (20% if both B&G)	17% (21% if both B&G)
100%	\$5,824	\$6,212	\$6,600
100% if B&G	\$7,377	\$7,765	\$8,153

90%	\$5,241	\$5,591	\$5,940
90% if B&G	\$6,639	\$6,989	\$7,338
Golf*	13%	14%	15%
100%	\$5,047	\$5,436	\$5,824
100% if no assist	\$5,824	\$6,212	\$6,600
90%	\$4,543	\$4,892	\$5,241
90% if no assist	\$5,241	\$5,591	\$5,940
Cheerleading*	13%	14%	15%
100%	\$5,047	\$5,436	\$5,824
100% if no assist	\$5,824	\$6,212	\$6,600
90%	\$4,543	\$4,892	\$5,241
90% if no assist	\$5,241	\$5,591	\$5,940
Tennis*	13%	14%	15%
100%	\$5,047	\$5,436	\$5,824
100% if no assist	\$5,824	\$6,212	\$6,600
90%	\$4,543	\$4,892	\$5,241
90% if no assist	\$5,241	\$5,591	\$5,940
Lacrosse*	13%	14%	15%
100%	\$5,047	\$5,436	\$5,824
100% if no assist	\$5,824	\$6,212	\$6,600
90%	\$4,543	\$4,892	\$5,241
90% if no assist	\$5,241	\$5,591	\$5,940

*If golf, cheerleading, tennis, and/or lacrosse do not have assistant coaches, they shall be paid at the 15%, 16%, 17% level.

ATHLETIC ASSISTANT COACHES

POSITION(S)	SALARY FORMULA PERCENTAGES		
	Years 1 – 5	Years 6 – 10	Years 11+
Basketball	12%	13%	14%
100%	\$4,659	\$5,047	\$5,436
90%	\$4,193	\$4,543	\$4,892
Football	12%	13%	14%
100%	\$4,659	\$5,047	\$5,436
90%	\$4,193	\$4,543	\$4,892
Track	10%	11%	12%
100%	\$3,883	\$4,271	\$4,659
90%	\$3,494	\$3,844	\$4,193
Soccer	10%	11%	12%
100%	\$3,883	\$4,271	\$4,659
90%	\$3,494	\$3,844	\$4,193
Baseball	9%	10%	11%
100%	\$3,494	\$3,883	\$4,271
90%	\$3,145	\$3,494	\$3,844
Softball	9%	10%	11%
100%	\$3,494	\$3,883	\$4,271
90%	\$3,145	\$3,494	\$3,844
Diving	9%	10%	11%

	100%	\$3,494	\$3,883	\$4,271
	90%	\$3,145	\$3,494	\$3,844
Wrestling		9%	10%	11%
	100%	\$3,494	\$3,883	\$4,271
	90%	\$3,145	\$3,494	\$3,844
Volleyball		9%	10%	11%
	100%	\$3,494	\$3,883	\$4,271
	90%	\$3,145	\$3,494	\$3,844
Gymnastic		9%	10%	11%
	100%	\$3,494	\$3,883	\$4,271
	90%	\$3,145	\$3,494	\$3,844
Cross Country		9%	10%	11%
	100%	\$3,494	\$3,883	\$4,271
	90%	\$3,145	\$3,494	\$3,844
Golf		5%	6%	7%
	100%	\$1,941	\$2,330	\$2,718
	90%	\$1,747	\$2,097	\$2,446
Cheerleading		5%	6%	7%
	100%	\$1,941	\$2,330	\$2,718
	90%	\$1,747	\$2,097	\$2,446
Tennis		5%	6%	7%
	100%	\$1,941	\$2,330	\$2,718
	90%	\$1,747	\$2,097	\$2,446
Lacrosse		5%	6%	7%
	100%	\$1,941	\$2,330	\$2,718
	90%	\$1,747	\$2,097	\$2,446

INTRAMURALS, CLASS, CLUB, AND SAFETY ADVISORS

POSITION(S)	SALARY FORMULA PERCENTAGES		
	Years 1 – 5	Years 6 – 10	Years 11+
Intramural	14%	15%	16%
	100%	\$5,436	\$6,212
	90%	\$4,892	\$5,591
Senior Advisor	6%	7%	8%
	100%	\$2,330	\$3,106
	90%	\$2,097	\$2,795
Junior Advisor	6%	7%	8%
	100%	\$2,330	\$3,106
	90%	\$2,097	\$2,795
Sophomore Advisor	6%	7%	8%
	100%	\$2,330	\$3,106
	90%	\$2,097	\$2,795
Freshman Advisor	6%	7%	8%
	100%	\$2,330	\$3,106
	90%	\$2,097	\$2,795
NHS	6%	7%	8%
	100%	\$2,330	\$3,106
	90%	\$2,097	\$2,795

Safeties		5%	6%	7%
	100%	\$1,941	\$2,330	\$2,718
	90%	\$1,747	\$2,097	\$2,446
Art Club		5%	6%	7%
	100%	\$1,941	\$2,330	\$2,718
	90%	\$1,747	\$2,097	\$2,446
GSA		4%	5%	6%
	100%	\$1,553	\$1,941	\$2,330
	90%	\$1,398	\$1,747	\$2,097
BSU		4%	5%	6%
	100%	\$1,553	\$1,941	\$2,330
	90%	\$1,398	\$1,747	\$2,097
APAC		4%	5%	6%
	100%	\$1,553	\$1,941	\$2,330
	90%	\$1,398	\$1,747	\$2,097
Hispanic Club		4%	5%	6%
	100%	\$1,553	\$1,941	\$2,330
	90%	\$1,398	\$1,747	\$2,097
Student Congress HS		4%	5%	6%
	100%	\$1,553	\$1,941	\$2,330
	90%	\$1,398	\$1,747	\$2,097
SADD		4%	5%	6%
	100%	\$1,553	\$1,941	\$2,330
	90%	\$1,398	\$1,747	\$2,097
PALS HS		3%	4%	5%
	100%	\$1,165	\$1,553	\$1,941
	90%	\$1,048	\$1,398	\$1,747
Student Congress MS		3%	4%	5%
	100%	\$1,165	\$1,553	\$1,941
	90%	\$1,048	\$1,398	\$1,747
PALS MS		2%	3%	4%
	100%	\$777	\$1,165	\$1,553
	90%	\$699	\$1,048	\$1,398

ACADEMIC COACHES

POSITION (S)	SALARY FORMULA PERCENTAGES		
	Years 1 – 5	Years 6 – 10	Years 11+
Debate	7%	8%	9%
	100%	\$2,718	\$3,106
	90%	\$2,446	\$2,795
Quiz Bowl	7%	8%	9%
	100%	\$2,718	\$3,106
	90%	\$2,446	\$2,795
U.N. Club	7%	8%	9%
	100%	\$2,718	\$3,106
	90%	\$2,446	\$2,795

HIGH SCHOOL MUSIC/DRAMA

POSITION(S)	SALARY FORMULA PERCENTAGES		
	Years 1 – 5	Years 6 – 10	Years 11+
HS Band Director (Marching Band, Concert Band, & Symphonic Band)	21%	22%	23%
100%	\$8,153	\$8,542	\$8,930
90%	\$7,338	\$7,687	\$8,037
HS Band Director (If Jazz Band Included)	23%	24%	25%
100%	\$8,930	\$9,318	\$9,707
90%	\$8,037	\$8,386	\$8,736
Director of Theatre	19%	20%	21%
100%	\$7,377	\$7,765	\$8,153
90%	\$6,639	\$6,989	\$7,338
Orchestra HS	15%	16%	17%
100%	\$5,842	\$6,212	\$6,600
90%	\$5,241	\$5,591	\$5,940
Orchestra (Both MS & HS)	18%	19%	20%
100%	\$6,989	\$7,377	\$7,765
90%	\$6,290	\$6,639	\$6,989
Vocal Music HS	14%	15%	16%
100%	\$5,436	\$5,824	\$6,212
90%	\$4,892	\$5,241	\$5,591
Vocal Music (Both HS & MS)	17%	18%	19%
100%	\$6,600	\$6,989	\$7,377
90%	\$5,940	\$6,290	\$6,639
Auditorium Manager (K-12)	10%	11%	12%
100%	\$3,883	\$4,271	\$4,659
90%	\$3,494	\$3,844	\$4,193
Drama Assistant	6%	7%	8%
100%	\$2,330	\$2,718	\$3,106
90%	\$2,097	\$2,446	\$2,795
Color Guard	4%	5%	6%
100%	\$1,553	\$1,941	\$2,330
90%	\$1,398	\$1,747	\$2,097
Percussion Instructor	4%	5%	6%
100%	\$1,553	\$1,941	\$2,330
90%	\$1,398	\$1,747	\$2,097

MIDDLE SCHOOL INTRAMURALS

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

ELEMENTARY MUSIC

POSITION	SALARY FORMULA PERCENTAGES
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	Years 1-5	Years 6-10	Years 11+
Elementary Choir	4%	5%	6%
100%	\$1,553	\$1,941	\$2,330
90%	\$1,398	\$1,747	\$2,097

MIDDLE SCHOOL MUSIC/DRAMA

POSITION (S)	SALARY FORMULA PERCENTAGES		
	Years 1 – 5	Years 6 – 10	Years 11+
MS Band Director	6%	7%	8%
100%	\$2,330	\$2,718	\$3,106
90%	\$2,097	\$2,446	\$2,795
MS Band Director (If Jazz Band Included)	8%	9%	10%
100%	\$3,106	\$3,494	\$3,883
90%	\$2,795	\$3,145	\$3,494
MS Orchestra	6%	7%	8%
100%	\$2,330	\$2,718	\$3,106
90%	\$2,097	\$2,446	\$2,795
MS Vocal Music	6%	7%	8%
100%	\$2,330	\$2,718	\$3,106
90%	\$2,097	\$2,446	\$2,795
MS Band or Orchestra Assistant Dir.	4%	5%	6%
100%	\$1,553	\$1,941	\$2,330
90%	\$1,398	\$1,747	\$2,097
MS DRAMA	4%	5%	6%
100%	\$1,553	\$1,941	\$2,330
90%	\$1,398	\$1,747	\$2,097

CURRICULUM EXTENSION: PUBLICATIONS

POSITION (S)	SALARY FORMULA PERCENTAGES		
	Years 1 – 5	Years 6 – 10	Years 11+
HS Newspaper	8%	9%	10%
100%	\$3,106	\$3,494	\$3,883
90%	\$2,795	\$3,145	\$3,494
100% if part of class	\$1,553	\$1,747	\$1,942
90% if part of class	\$1,398	\$1,573	\$1,747
Ceniad Advisor	7%	8%	9%
100%	\$2,718	\$3,106	\$3,494
90%	\$2,446	\$2,795	\$3,145
100% if part of class	\$1,359	\$1,553	\$1,747
90% if part of class	\$1,223	\$1,398	\$1,573
Soliloquy	4%	5%	6%
100%	\$1,553	\$1,941	\$2,330
90%	\$1,398	\$1,747	\$2,097
100% if part of class	\$777	\$971	\$1,165
90% if part of class	\$699	\$874	\$1,049
HS Yearbook Bus. Mgr.	3%	4%	5%

100%	\$1,165	\$1,553	\$1,941
90%	\$1,048	\$1,398	\$1,747
100% if part of class	\$583	\$777	\$971
90% if part of class	\$524	\$699	\$874
MS Yearbook	3%	4%	5%
100%	\$1,165	\$1,553	\$1,941
90%	\$1,048	\$1,398	\$1,747
100% if part of class	\$583	\$777	\$971
90% if part of class	\$524	\$699	\$874

The above Publications stipends will be paid at 50% if the position is associated with a class.

Schedule C:

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

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