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Laingsburg  
Ratified  
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CONTRACTUAL AGREEMENT

BETWEEN

BOARD OF EDUCATION  
LAINGSBURG COMMUNITY SCHOOLS

AND

LAINGSBURG EDUCATION ASSOCIATION

*Laingsburg Community Schools*

MEA  
1216 Kendall  
East Lansing, Mich.  
48823

This Agreement entered into this 31 day of May 1966,  
by and between the Board of Education of the Laingsburg Community Schools,  
Laingsburg, Michigan, hereinafter called the "Board", and the Laingsburg  
Education Association, hereinafter called the "Association".

WITNESSETH

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

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

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

## ARTICLE I

### Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the housebound or hospitalized, attendance or truant officers, school nurses, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel including but not limited to superintendent, assistant superintendent, principal, assistant principal, and office and clerical employees, custodians, and transportation personnel. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

The Association does not represent teachers in matters of discharge, reprimand or transfer for other than Association activities in the extra-duty assignments listed on Page 16 of this Contract.

The Association represents probationary teachers in matters of wages, hours, and working conditions but does not represent them in matters of discharge, reprimand, and transfer for other than Association activities.

B. The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorization deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all member teachers and remitted not less frequently than monthly to the Association.

D. The terms of this contract shall include all pertinent regulations as found in the Laingsburg Community Schools teachers' handbook.

E. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School laws.

## ARTICLE II

### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in professional negotiations for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the

State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. The Association and its members shall have the right to use school rooms at all reasonable hours for meetings not in conflict with other scheduled uses. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises. Office and teachers' bulletin boards located on the mail boxes, in the principals' offices and teachers' lounges shall be available to the Association and its members.

D. The Board shall make available to the Association upon its reasonable request, relevant public records for the proper enforcement of the terms of the Agreement.

### ARTICLE III

#### Professional Compensation

A. The salaries of teachers covered by this Agreement are set

forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiations of such salary schedule.

B. The Board and Association agree to accept the school calendar as it may be established by the Board of Education. Should local conditions necessitate a variation from the calendar, the Board and the Association will agree on such changes.

C. A teacher engaged during the school day in negotiating, and not the processing of a complaint, in behalf of the Association with any representative of the Board or in arbitration, shall be released from regular duties without loss of salary.

#### ARTICLE IV

##### Teaching Hours

A. The teachers shall be in school from 8:30 A.M. and shall leave not earlier than 4:00 P.M., unless students, parents, other teachers, the building principal, and/or the superintendent request conferences and/or other meetings which would extend the school day. The teachers shall be at their places of assignment not later than five minutes prior to the beginning of their first class duty in the morning.

The building principal will design elementary playground duties so that these responsibilities will be distributed as equitably as possible.

B. All teachers shall be entitled to a duty-free, uninterrupted lunch period.

## ARTICLE V

### Teaching Loads and Assignments

- A. The normal teaching day on the secondary school level shall include one period for preparation and/or conference.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable, no less than sixty (60) days prior to the opening of school. Such changes will be voluntary to the extent possible.

## ARTICLE VI

### Teaching Conditions

It is 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 at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible.

B. The parties will confer from time to time for the purpose of improving the selection and use of educational tools.

C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

D. The present telephone facilities shall be made available to teachers for their use as approved by the building principal. The teacher shall be charged for all telephone bills incurred for other than approved school purposes.

E. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in the Association. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

## ARTICLE VII

### Leaves of Absence

A. Sick leave, not to exceed a total of 10 days, cumulative to 30 days, is granted for the following reasons to each teacher under contract with the Laingsburg Community Schools.

1. Personal illness of such nature as to render teacher unfit for service.
2. Quarantine of teacher.
3. Illness in the family of a teacher limited to parents, wife or husband, or child.
4. Death in the family of a teacher, this to include the spouse, children, parents, brothers, sisters, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law.
5. Leave for emergencies may be granted at the discretion of the superintendent. Such absences are to be charged against sick leave.

6. Two days of the ten days of sick leave may be used for business purposes. This shall be reported to the office of the Superintendent prior to taking these days, not to exceed a total absent of four teachers within the bargaining unit at the same time.

7. Allowance for sick leave for staff members employed less than one year will be prorated on the basis of one day earned per month worked.

B. Maternity leave. A pregnant teacher shall not teach beyond the fourth month of pregnancy nor for a period of eight weeks after the birth of her baby. Maternity leave without pay of proper duration shall be granted. A teacher may, however, request additional leave of sufficient time to extend it to the completion of the current school year. She must, however, report for duty when school convenes the following school year or consider her leave of absence terminated. Violation of the above provisions will cause a forfeiture of all the rights allotted under this policy. Upon request of the teacher, the school shall pay her for any or all of her unused sick leave.

Return to duty from maternity leave shall be conditioned upon a doctor's certification that the teaching duties will not be injurious to the teacher's health.

C. Military leaves of absence without pay shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Upon return, he shall be entitled to have the military duty time applied to his experience factor.

## ARTICLE VIII

### Teacher Evaluation

A. All monitoring or observation of the work performance of a

teacher shall be conducted openly and with full knowledge of the teacher.

B. Each teacher shall have the right upon request to review the contents of his own personnel file with the exception of credentials.

## ARTICLE IX

### Negotiation Procedures

A. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms, and conditions of the employment of teachers employed by the Board of Education.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that the representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

## ARTICLE X

### Professional Grievance Negotiation Procedure

#### A. Definition, Grievance

1. A grievance or complaint is defined as an allegation of a violation or misinterpretation of the expressed terms of this contract.
2. All grievances submitted in writing must be specific. They will name and be signed by the employees involved. They will contain a statement of the facts upon which the grievances are based, a reference to the articles and sections of the agreement which have been allegedly misinterpreted or violated, and should state the relief requested.
3. The rights under Article I B of this Agreement apply.

#### B. Membership of Committee:

1. A Building Grievance Committee consisting of two members shall be elected by the faculty of each building by secret ballot.
2. For the first election, one member will be elected for two years and the other for one year.
3. In each succeeding year, one member will be elected for a two-year term.
4. Vacancies will be filled by a special election in the building concerned as in #1 above.
5. The senior member of each building committee will serve on the district committee on Working Conditions and Improvement of Instruction.

#### C. Grievance Procedures:

1. Personnel having a grievance shall present it informally to the building principal after classes have been dismissed for the school day. The principal shall render a decision within five days. If he fails to render a decision within that time, or the decision is unsatisfactory, the teacher may present the said grievance in writing to the grievance committee within five days.
2. The Building Grievance Committee shall act as a screening body and pending every effort to solve such problem shall present such written grievance to the building principal

within five days of receipt of the grievance in writing in step #1.

3. If no mutually satisfactory decision is made within five days written appeal may be made by the Building Grievance Committee to the superintendent of schools.

The building principal will file with the superintendent of schools, a brief containing the original written grievance in its entirety and his recommendations together with substantiating evidence and reason for such decision.

4. If no mutually satisfactory decision is reached within ten days written appeal may be made to the Board of Education by the Building Committee.

The superintendent of schools will file with said Board of Education, a brief containing the original written grievance in its entirety together with a detailed account of the action taken by both the principal and the superintendent of schools.

5. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.
6. It is agreed that a person having filed a complaint may withdraw said complaint at any time at his option and the complaint cannot be further processed by others.
7. If no mutually satisfactory solution is reached by the Board within 30 days, the grievance may be presented to the Labor Mediation Board pursuant to Act 379.

## ARTICLE XI

### Professional Study Committees

A. There is hereby established a professional study committee composed of four members, two members selected by the Board and two members selected by the Association. The Professional Study Committee shall investigate into innovations and methods of education and submit a written report and its recommendation to the parties.

## ARTICLE XII

### General

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

B. The Board reserves all rights and powers conferred upon it by the constitution and the laws of the State of Michigan, and of the United States, except as limited by this Agreement.

C. Any individual teacher presenting a grievance on his own behalf within the meaning and application of the proviso to Section 11 of Act 336 of Public Acts of 1947 as amended by the Act 379 of the Public Acts of 1965 shall not be accompanied or be represented by any officer, executive delegate, representative or agent in any capacity of any organization other than the Association. In any such case, the administrator concerned will provide the Association with the copy of the grievance and with a copy of the dispositions thereof, and the furnishing of such copies to the Association shall be deemed to satisfy the statutory requirements that the Association has been given opportunity to be present at such adjustment.

ARTICLE XIII

Duration of Agreement

This Agreement shall be effective as of May 31, 1966  
and shall continue in effect for one (1) year until such a date, and  
shall not be extended, altered or modified by any oral agreement.

Schedule A

BACHELOR DEGREE TEACHERS:

1. Base pay established at \$ 5,200.00
2. Maximum established at \$ 7,000.00
3. Annual increment:
  - a. Steps 1, 2, 3, and 4 - \$ 150.00 each
  - b. Steps 5, 6, 7, 8, 9, and 10 - \$ 200.00 each

0 - 5200
1 - 5350
2 - 5500
3 - 5650
4 - 5800
5 - 6000
6 - 6200
7 - 6400
8 - 6600
9 - 6800
10 - 7000

4. Additional increment set at \$ 6.00 per term hour above the bachelor's degree up to a maximum of 40 term hours, and \$10.00 per term hour up to a maximum of 35 term hours for every term hour above the bachelor's degree toward a master's degree upon approval of the master's program by the office of the Superintendent.

MASTER DEGREE TEACHERS:

1. Base pay established at \$ 5,600.00
2. Maximum established at \$ 7,400.00
3. Annual increment established at \$ 150.00 for the first four steps, \$ 200.00 for the last six steps.

0 - 5600
1 - 5750
2 - 5900
3 - 6050
4 - 6200
5 - 6400
6 - 6600
7 - 6800
8 - 7000
9 - 7200
10 - 7400

4. Additional increments for term hours beyond the master's program will not be allowed.

**CREDIT FOR EXPERIENCE:**

1. Full credit is allowed to a maximum of four (4) years experience outside of the school system.

**NON DEGREE TEACHERS:**

1. Base pay for non degree teachers will be \$ 4,300.00 and will remain at \$ 4,300.00 until such teacher is placed on the regular salary schedule upon receipt of a bachelor's degree.

**INCENTIVE:**

1. When a degree is obtained, the teacher will fit into the regular salary schedule for full credit of experience after the schedule goes into effect. The years of experience that will be allowed, will be those years which the teacher has in the Laingsburg Community Schools system and no others.

**SUBSTITUTE TEACHERS:**

1. A substitute teacher will be paid \$ 18.00 per full day, \$ 10.00 per one-half day of teaching. However, any teacher hired to teach more than ten consecutive days will be paid on a scale commensurate with their education and experience.

(Note: \$10.00 per one-half day not to be construed as \$10.00 for two one-half days in a full day of substitute teaching).

**ELEMENTARY OVERLOAD PER SECTION:**

1. Teachers are to be paid \$ 50.00 per average membership child over 30 children based on final attendance records.

**TEACHERS' COLLEGE CREDIT:**

1. A transcript of college credits earned to date should be on file in the office of the Superintendent by contract time as set forth in the administrative and teachers' handbooks. Contracts are subject to revision before beginning of fall school session.

INCREMENTS FOR EXTRA ASSIGNMENTS:

Athletic Director	\$ 500.00
Basketball Coach, Varsity	500.00
Basketball Coach, J.V.	350.00
Basketball Coach, Jr. Hi.	200.00
Baseball Coach, Varsity	300.00
Baseball Coach, J.V.	200.00
Football Coach, Varsity	500.00
Football Coach, Ass't.	350.00
Football Coach, J.V.	300.00
Track Coach	300.00
Wrestling Coach	300.00
Girls Basketball Coach	150.00
Cheerleading Coach	150.00
Band Director	400.00
Chorus Director	100.00
Dramatics per play	100.00
Yearbook Advisor	200.00
Class Advisors:	
Senior	200.00
Trip, whoever goes	50.00
Junior	150.00
Sophomore	50.00
Freshman	25.00
8th Grade	10.00
7th Grade	10.00

I. All teachers should expect to perform some services without compensation, such as:

- A. Assist in the testing program
- B. Supervise groups during assemblies
- C. Record semester grades for his or her group on CA 39's or CA 60's
- D. Collect textbook rentals
- E. See that halls are cleared of students
- F. Prevent loitering in toilet rooms
- G. Prevent improper hall conduct
- H. See that all students are orderly on bus on field trips
- I. Insist that excess litter be removed from the bus floor
- J. See that trip permits are in the office before departure, as well as a list of students going on the trip

## II. Class sponsorship

A. It is expected that teachers will accept the responsibility of class sponsorship - sponsorship to be determined by the class with the approval of the teacher and the administration. The order in which the classes will have their choice:

- 1. Seniors
- 2. Juniors
- 3. Sophomores
- 4. Freshmen
- 5. 8th Grade
- 6. 7th Grade

B. As class sponsor, the teacher shall supervise:

- 1. Class meetings
- 2. Class social functions