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PROFESSIONAL NEGOTIATIONS

CONTRACTUAL AGREEMENT

BETWEEN

BOARD OF EDUCATION  
LAINSBURG COMMUNITY SCHOOLS

AND

LAINSBURG EDUCATION ASSOCIATION

*Lainzburg Community Schools Board of Ed.*

MEA  
1216 Kendall  
E. Lansing, MI  
48823

This Agreement entered into this                    day of                    1967,  
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 and the Association recognize and declare that  
providing a quality education for the children of Laingsburg Community  
Schools is their mutual aim and that the character of such education depends  
predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly  
qualified to assist in formulating policies and programs designed to improve  
educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public  
Employment Relations Act, 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 have reached certain understandings which they  
desire to confirm in this Agreement,

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 and sole bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certificated professional personnel, whether under contract, on leave, on per diem appointments, classroom teachers, substitute teachers, guidance counselors, 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 within the meaning of the Public Employment Relations Act including but not limited to superintendent, assistant superintendent, principal, assistant principal, office and clerical employees, custodians, transportation personnel, lunch personnel and cooks, playground aides, lunch aides and teachers aides and all other non-professional employees. 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 reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE II

### Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act 379 of Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize together or to form, join or assist the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities 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 interfere with, restrain or coerce teachers in the exercise of their rights guaranteed above; to initiate, create, dominate, contribute to or interfere with the formation or administration of the Association; to discriminate in regard to hire, terms and other conditions of employment in order to encourage or discourage membership in the Association; to discriminate against a teacher because he has given testimony or instituted proceedings under the Act; or to refuse to bargain collectively with representatives of the Association subject to Section XI (eleven) of the Act.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers under the Michigan General School laws or other applicable laws and regulations shall be deemed to be in addition to those provided in the Constitutions of Michigan and the United States.

C. The Association and its members shall have the right to the use of the school buildings subject to Board policy which applies to the use of the buildings to all non-school organizations. No teacher shall be prevented from

wearing insignia pins or other identification of membership in the Association either on or off school premises. Elementary office bulletin board located on the mail box in the principal's office, and bulletin boards in the teachers' lounges shall be available to the Association and its members.

D. Subject to the rules governing visitors, duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property.

E. Pursuant to the conditions found in Board Policy 1410, January 1959, the Association shall have the right to use school facilities and equipment. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

F. The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in collective bargaining, negotiating, and enforcement of this Agreement together with information which may be necessary for the Association to process any grievance or complaint.

G. The Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. Recommendations of the Association shall be deemed advisory only.

H. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

### ARTICLE III

#### Rights of the Board

The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

### ARTICLE IV

#### Payroll Deductions for Association Dues

A. Within thirty (30) days of the beginning of their employment in the Lansing Community Schools, the teacher may voluntarily sign and deliver to the agent of the Board an assignment authorizing the deductions of membership dues for the Association, the Michigan Education Association (MEA), the National Education Association (NEA) and the Shiawassee Education Association (SEA). Such sum to be deducted shall be made from the salaries of all teachers delivering such authorization, and remitted not less than monthly to that branch of the Association for which the dues are earmarked, accompanied by a list of teachers from whom the deductions have been made.

B. Individual authorization forms shall be furnished by the Association and, when executed filed by the agent of the Board.

C. Dues for any or all of the above organizations shall be deducted together, as one deduction in a lump sum payment or payroll installments not less than \$5.00 per pay day.

D. Authorization to withhold once filed with the agent of the Board shall continue in effect until revoked by the teacher on a form available from the Association and filed with the Agent of the Board.

## ARTICLE V

### Other Payroll Deductions

The Board agrees to continue to make voluntary payroll deductions upon written authorization therefor, from the salaries of teachers, for the following:

Hospitalizations Insurance Premiums  
U. S. Savings Bonds Purchases  
Established tax-deferred Annuity plan premiums  
Shiawassee County Teachers' Credit Union

and agrees to disburse these deductions for the purpose intended. Present procedures for these payroll deductions shall remain in effect, any deviations from the procedures for payroll deduction shall be mutually agreed upon by the agent of the Board and the Association.

## ARTICLE VI

### Teaching Hours and Class Load

A. No teacher shall be required to report for duty earlier than thirty minutes before the opening of the pupils' regular school day in the morning. Teachers shall be at teaching station five minutes before the beginning of the class period. Teachers shall be permitted to leave fifteen minutes after close

of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents (when possible these should be scheduled with the teacher). Except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.

B. The normal weekly teaching load in the junior and senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods or not to exceed five (5) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching in the elementary schools will not exceed five (5) hours of pupil contact per day. In no event shall the present school day be lengthened.

C. All teachers shall be entitled to a duty-free uninterrupted lunch period; with a minimum of sixty (60) minutes for the elementary school and forty (40) minutes for the high school. In case of inclement weather as decided by the elementary building principal and the grievance committee, teachers, teachers aides, and playground aides shall share supervision.

D. Elementary teachers shall be provided one fifteen-minute relief period each one-half day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. If no teacher aides shall be available for these relief periods, rotation of duties shall be in effect.

E. No departure from these norms shall be made without prior consultation between the parties. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.



F. If a teacher shall teach more than the normal teaching load as set forth in the Article, he shall receive additional compensation at \$5.00 per teaching period.

G. One hour per month of released regular school time shall be devoted to faculty meetings with building principal. These meetings shall be scheduled. The above meetings may be extended one hour beyond the school day. If needed, upon special occasion, additional time may be released for other faculty meetings.

H. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any means of resolution of grievance shall be released from regular duties without loss of salary.

#### ARTICLE VII

##### Teaching Conditions

A. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers. The following maximum class sizes shall be used to determine class overload conditions:

- |                            |                |
|----------------------------|----------------|
| 1. Elementary              | <u>Maximum</u> |
| Kindergarten - Sixth Grade | 30             |

2. Secondary

All academic classes will have a maximum of 30, except for band, chorus and physical education. Physical education will have a maximum of 40 students.

Personal Typing	25
Industrial Arts	24
Drafting	24
Vocational Shops	24
Homemaking	24
Art	24
Physical Education	40

3. Special Programs

Every effort will be made to procure Special Education teachers. In the event this is not possible, special attention will be given to reducing class size where special students are placed in a regular classroom.

Special Education

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Teachers who are assigned a class which exceeds these maximum standards shall receive additional compensation at the rate of twenty-five dollars (\$25.00) per pupil per semester for each pupil in excess of the above stated maxima. Class size for this purpose will be based on membership records at the end of first and second semesters.

B. The Board agrees to continue to keep the schools reasonably equipped and maintained.

C. The Board agrees to continue to make available in each school typing, duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.

D. The Board shall provide:

1. A separate desk for each teacher in the district.
2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
3. Adequate chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. A collegiate dictionary in every classroom.
6. Adequate storage space in each classroom for instructional materials.
7. Attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
8. Gym and coaching uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers.
9. Lockable space shall be available for each teacher.

E. Teacher aides will be engaged in accordance with the availability of federal funds that can be used for this purpose. The aides will handle patrol duties, inventorying of supplies and equipment, duplication of teaching materials, operating audio-visual equipment, collecting monies for milk and lunch, and similar non-professional responsibilities.

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

G. The Board shall make available in each school lunchroom, restroom, and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

H. 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.

I. Adequate off street paved parking facilities will continue to be provided, protected against vandalism, and maintained for school personnel and visitors.

J. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being, other than that considered normal for the type of position which they hold.

K. Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Act of God and nothing shall require teachers to report for work in such circumstances when children are not in session.

## ARTICLE VIII

### Departmental Chairmen

A. The teachers in any department in the Junior-Senior High School and the Principal shall each year select from among their numbers a department chairman. The department chairman shall exercise coordinating functions in inter and intra departmental relations, including serving as liaison between the teachers of the department and the school administration. Such chairman shall not be considered a supervisory employee.

B. Department chairmen shall be established in the Junior-Senior High School for the following departments:

1. Language Arts
2. Vocational
3. Mathematics
4. Social Studies
5. Science
6. Physical Education
7. Fine Arts

C. The Department shall submit a brief written report of the findings, recommendations, activities and accomplishments within the department. This written report shall be made to the office of the Principal no later than April 1st of each school year.

## ARTICLE IX

### Qualification and Assignment

A. No new teachers shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, except in case of absolute necessity. The Association shall be notified in each instance.

B. Every teacher shall hold a valid teaching certificate and filed credentials, transcripts and applications with the office of the Superintendent.

C. Teaching Competence.

1. All teachers shall be assigned by the Superintendent to the level of instruction for which they are qualified. Teachers may not be assigned, except for good cause as determined by the Superintendent, outside the scope of their teaching certificates.
2. Teachers who will be affected by a change in grade assignment in the elementary school grades or by change in subject assignment in the secondary school grades will be notified and consulted by their respective principals no less than sixty (60) days prior to the expected change in assignment. Such changes shall be mutually agreed upon by both parties.

D. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule C, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

ARTICLE I

Vacancies, Promotions and Transfers

A. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

B. When vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis.

C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory and administrative positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association which shall solicit applications from interested teachers, and shall promptly advise the Superintendent of applicants for such position. In an effort to maintain continuity, vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, and other relevant factors.

D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

E. Any teacher who shall be transferred to a supervisory or administrative position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or administrative status.

## ARTICLE XI

### Illness or Disability

A. Sick leave not to exceed a total of ten (10) days, cumulative to sixty (60) days, these 60 days to be retroactive to the school year 1961-62, shall be granted for the following reasons:

1. Personal illness of such a nature as to render the teacher unfit for service.
2. Illness in the family of a teacher limited to parents, spouse, or child.
3. Death in the family of a teacher, this to include the spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law.

4. Leave for emergencies may be granted at the discretion of the Superintendent. Such absences are to be charged against sick leave.
5. Allowance for sick leave for staff members employed less than one year will be prorated on the basis of one (1) day earned per month worked.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one school year.

C. Absence due to injury or illness incurred on the premises or during a directed activity related to school functions shall not be charged against the teacher's sick leave. The Board shall pay to such teacher the difference between his salary and benefits received under the Workmens' Compensation Act for the remainder of such absence, not to exceed the end of the school year.

D. A teacher absent from work because of his contracting mumps, scarlet fever, measles, or chicken pox during the school year shall suffer no diminution of compensation and shall not be charged with sick leave.

## ARTICLE XII

### Personal Business

A. Two (2) days for personal business shall be granted to each teacher at the beginning of every school year. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify the principal at least one (1) day in advance, except in cases of emergency. Any personal leave requested for a school day immediately before or after a holiday, weekend or vacation period must be approved by the building principal. The unused portion of business days are not cumulative. Not more than four teachers within the bargaining unit may take personal days at the same time.

B. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be fully compensated.

### ARTICLE XIII

#### Unpaid Leaves of Absence

A. A military leave of absence from the Leingsburg Community Schools shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during the period.

B. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which he went on leave.

C. Maternity leave of up to one year shall be granted, commencing not later than the end of the fourth month of pregnancy, except when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. Return from such leave will be no earlier than eight weeks after the termination of the pregnancy. 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, the school shall pay the teacher 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.



A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave.

#### ARTICLE XIV

##### Medical Examination

A. Every new teacher shall obtain and submit with the district, at the expense of the Board, a Health Certificate from the district's physician (or personal physician at the Board's expense, not to exceed the rate charged the district by the district's physician). Such examination shall include a TB chest X-ray or equivalent. The TB check will be made annually thereafter, free of charge by the County Health Department or at the expense of the Board.

B. In case of illness requiring more than one work week, quarantine, or communicable disease, a physician's written statement of clearance to return to employment must be presented to the building supervisor.

C. Employees attaining the age of sixty-two (62) may be required by the Superintendent of Schools to have an annual physical examination by the district physician or personal physician at the expense of the school district.

#### ARTICLE XV

##### Retirement

A. Teachers shall retire at the age sixty-five (65), except the Board may upon application of the teacher to the Board continue the employment of a teacher after age sixty-five (65) upon sufficient showing of a Health Certificate signed by at least one doctor of medicine and returned in

accordance with the Article on Medical Examinations, showing that said teacher is physically capable of teaching under the terms of his contract. Section A shall not apply to the present teachers of our teaching staff until the end of the 1968-69 school year.

B. Retirement is mandatory at the age of seventy (70).

#### ARTICLE XVI

##### Academic Freedom

It is recognized that democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged; therefore, freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas that are in accord with educational standards.

#### ARTICLE XVII

##### Teacher Evaluation

A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated three (3) times during the school year; one month following the teacher's commencement of service, three months after the teacher's commencement of service, and ninety days prior to the end of the probationary school year. Tenure teachers shall be evaluated once every year, at least ninety days prior to the end of the school year.

B. Evaluations shall be conducted and submitted by the building principal.

9. Each formal observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.

E. No later than March 15th of each year the final written evaluation report will be furnished to the superintendent covering each teacher. A copy shall be furnished to the teacher and the Association, if requested by the teacher involved. The report shall not contain any information not previously made known to and discussed with the teacher. In the event a probationary teacher is not continued in employment, discharge will follow the procedures and provisions outlined in the Tenure Act, Article 38.83 and 38.84.

F. Each teacher shall have the right upon request to review the contents of his own personal file, other than credentials. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

#### ARTICLE XVIII

##### Professional Behavior

A. Teachers are expected to comply with present rules and regulations and directions adopted by the Board or its representatives, and any rules, regulation, or directions promulgated by the Board which are not inconsistent

with the provisions of this contract, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. Warnings of infractions of any provisions of the contract shall be promptly reported to the offending teacher and to the Association by the building principal. An attempt shall be made to resolve the alleged infraction through informal discussion between the teacher and the building principal.

Further infractions of the same provision of the contract will require a meeting of the offending teacher, building principal, and the Association representative. At this meeting, the offending teacher will be informed that a written reprimand will follow if the same infraction recurs. The provisions of this section and any written resume of the meetings shall not become a part of the offending teacher's personnel file.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including alleged unjust evaluation of teacher performance, asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

## ARTICLE XIX

### Professional Improvement

A. The Board agrees to provide upon application the necessary funds for teachers who desire to attend select professional conferences of Michigan Department of Education. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Leaves for such conferences will not be deducted from the sick or business leaves.

## ARTICLE XX

### Maintenance of Standards

A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered without prior negotiation with the Association.

ARTICLE XXI  
School Calendar

A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

ARTICLE XXII  
Professional Compensation

A. The basic salaries of teachers covered by this Agreement are set forth in the salary schedule which is attached to and incorporated in this Agreement as Schedule B. Such salary schedule shall remain in effect during the terms of this Agreement.

B. If at any time during duration of this Agreement, additional State Aid revenues are received, 75% of the funds shall be allocated for teachers salaries.

C. All teachers newly employed shall be given full credit on the salary schedule for five (5) years of outside teaching experience in any school district.

D. Additional increment set at \$8.00 per term hour above the Bachelor's degree up to a maximum of forty (40) term hours, and \$12.00 per term hour up to a maximum of thirty-five (35) term hours for every term hour above the Bachelor's toward a Master's degree upon approval of of Master's program by the office of the Superintendent.

E. Teachers involved in extra duty assignments set forth in the schedule which is attached to and incorporated in this Agreement as Schedule C shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedule without deviation.

F. Teachers required in the course of their work to drive personal cars from one school building to another shall receive a car allowance of ten cents (\$.10) per mile. The same allowance shall be given for use of personal cars for field trips of other business of the district. The Board shall provide liability insurance protection for teachers when their personal cars are used as provided in this section.

#### ARTICLE XXIII

##### Student Discipline and Teacher Protection

A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy: re - Discipline, Corporal punishment, Suspension. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

B. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

C. A teacher may exclude a pupil from one class session when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal at the end of that session full particulars of the incident.

D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

E. If any teacher is complained against or sued as a result of any prudent action taken by the teacher while in pursuit of his employment, the Board shall provide legal counsel and render all necessary assistance to the teacher in his defense.

F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

G. No action shall be taken against any teacher by a parent of a student unless said complaint is in writing and signed by the parent involved. Notice of said complaint shall be made to the teacher concerned and the Association. Steps to rectify the situation, which is the basis for the formal complaint shall be discussed with the building principal, the teacher, (and Association representative, if the teacher so desires).

H. As a result of maintaining discipline, the Board will reimburse teachers for any loss, damage or destruction of clothing or personal property, excluding automobiles, of the teacher while on duty for the school district on or off the school premises.

#### Discipline, Pupil Personnel (Board Policy, adopted 6/15/67)

Discipline is the guidance of the conduct of pupils calculated to develop within the individual pupil self-discipline (responsibility for one's actions) in accordance with socially accepted conduct.

The Board believes that through cooperative action with parents the school has the responsibility for the disciplinary conduct of its pupils while on school premises, in proximity to school premises, on school buses, and in school related activities.



The Board expects all staff personnel to exercise sound professional judgement in employing disciplinary or punitive measures to promote adequate pupil behavior. Each and every staff member has both the right and the obligation to correct the misbehavior of any pupil in the halls, outdoors, or on the playground.

Any action taken to prevent a given breach of discipline, or to stop the continuance thereof, shall be taken by any means which are reasonable and appropriate for the purpose of maintenance of discipline, including the use of physical force.

Physical force shall not be used for an accumulation of breaches of discipline.

The Board will give support and protection, legal and otherwise, to its staffs in carrying out their respective responsibilities in the maintenance of school discipline.

The Board will hold the Superintendent responsible for the establishment of rules and procedures for pupil discipline.

#### Discipline, Pupil Personnel (Rule)

Classroom discipline is the responsibility of faculty personnel. Complete files should be kept of all breaches of discipline with a record of corrective action taken so that recommendations for drastic action such as suspension or expulsion can be documented in a case history.

Breach of discipline is any conduct by a pupil which interferes with the rules and procedures of the standards of pupil behavior considered necessary by the school for the achievement of the maximum educational benefits of the school system.

Steps to be followed with pupils who are involved in breaches of discipline:

1. Counseling and guidance by the faculty member shall be exercised first in maintaining control.
2. If this step fails to bring about proper attitude and conduct on the part of the pupil, the case shall be referred to the counselor or the principal who will notify the parents on discipline form. A conference may be requested by the counselor or principal or by the parents.
3. If the pupil continues with behavior disruptive to school control, he may be suspended from school upon the recommendation of the principal and notification to the Superintendent.
4. If the pupil and parents in conference with the principal develop satisfactory working agreements, the pupil may be reinstated and return to school.
5. If such behavior continues expulsion may be recommended to the Board.

### Use of Physical Force:

Faculty personnel may take the pupil by the arm and use force when he refuses to obey instructions or school rules. Force may also be used to physically compel the pupil to be seated, change seats, physically separate two pupils about to start a fight, apprehend a pupil discovered in an act of vandalism, theft, extortion or manhandling, and restrain a pupil about to strike a faculty member. No pupil shall have his academic marks lowered as a disciplinary measure.

### Corporal Punishment, Pupils (Board Policy, adopted 6/15/67)

Corporal punishment, which is not prohibited by law, may be administered to a pupil only after milder measures have failed and after the nature of the offense has been fully explained to the pupil. Corporal punishment, when administered by faculty personnel, shall be in the presence of the principal; and, when administered by the principal, shall be in the presence of some staff member.

Any form of punishment which might injure the physical well-being of the pupil, such as striking on the head, slapping the face, pulling the ear, or severely shaking is prohibited.

### Corporal Punishment, Pupils (Rule)

Corporal punishment as a form of disciplinary action, should be used only rarely to effect proper conduct. In order to eliminate misuse of this form of punishment, the following are hereby established as standard rules:

1. Corporal punishment should be administered by or under the direction of the school principal. A witness, who should be a staff member of the Laingsburg Community Schools must be present when corporal punishment is administered.
2. Corporal punishment should not be administered by anyone while that person is under high emotional tension. Time should be provided for an examination of pupil health and other records or consultation with parents, if desired.
3. Corporal punishment should not be used in the presence of other pupils, nor by other pupils, nor as a mass punishment procedure.
4. Punishment should be administered with the flat of the hand or a light paddle and to the buttocks only. Striking on the head, slapping, hair pulling, shoving and other similar techniques of punishment are prohibited.
5. It is suggested that the pupil be given an alternate choice to corporal punishment, which is of an equal severity, such as depriving the pupil of participation in some activity highly valued by the pupil.
6. Staff personnel who have administered corporal punishment must be prepared to justify such acts as reasonable, in proportion to the gravity of the offense, taking into account the age, sex, size, physical strength and health of the pupil.

7. A written report of any act of corporal punishment should be sent to the office of the Superintendent when necessary by the building administrator.

ARTICLE XXIV

Insurance Protection

A. The Board will provide twenty dollars (\$20.00) per month to be applied to the full time teacher as he desires towards any of the four options available through the M.F.S.S.A.

1. Hospital & Major Medical for insured and dependents
  2. Group term life insurance
  3. Salary protection beginning the 8th day of disability
  4. Separate major medical (\$200 Deductible)
- B. If a man and wife are employed by the Board, they shall have the option of applying both subsidies toward one insurance program.

C. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period commencing September 1st and ending August 31st. Any employee hired during the interim period of September 1st through August 31st, shall receive insurance benefits provided on the months employed through August 31st.

ARTICLE XXV

Grievance Procedure

A. Definition, Grievance.

1. A grievance or complaint is defined as an allegation or violation or misinterpretation of the expressed terms of this contract or established teacher personnel policy.
  2. The term "days" as used herein shall mean working school days except where otherwise indicated.
- B. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
  2. It shall be specific.
  3. It shall contain a synopsis of the facts giving rise to the alleged violation.

4. It shall cite the section or subsections of this contract or personnel policy alleged to have been violated.

5. It shall contain the date of the alleged violation.

6. It shall specify the relief requested.

C. All preparation, filing, presentation or consideration of grievance shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

D. 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.

E. Grievances shall be processed as rapidly as possible. The time limits provided at each level shall be considered as maximum, and every effort shall be made to expedite the process. Time limits, however, may be extended when mutually agreed upon in writing.

F. If a grievance is filed on or after May 15, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

G. Grievance Procedures.

Level 1. A teacher having a potential grievance shall present it informally to the building principal who shall record same.

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.

Level 2. Within five days of receipt of the grievance, the committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and notifies the claimant, the teacher may continue to process his claim without the IEA support.

If the committee decides there is a legitimate grievance, it shall, with the grievant, submit the written claim to the building principal. Within five days, upon receipt of the grievance, he shall render a written decision as to the solution.

Level 3. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may refer the grievance individually or with the committee to the Superintendent within two days. Within five (5) days from receipt of the written referral, the Superintendent shall meet with the grievance committee and/or the teacher for the purpose of arriving at a mutual satisfactory solution to the grievance problem. A written decision shall be rendered within five days.

Level 4. If no mutually satisfactory decision is reached within five days, the grievant may refer the grievance individually or through the committee to the Board. The Superintendent shall file with the Board a brief containing the original written grievance in its entirety together with a detailed account of the action taken by both the building principal and Superintendent.

The Board within fifteen (15) days shall allow the teacher and his Association representative an opportunity to be heard. Within five (5) days from the hearing of the grievance, the Board shall render its decision in writing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level 5. If the Board of Education, the aggrieved teacher and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific Article and Section of this Agreement, or personnel policy within ten (10) days after the decision of the Board of Education be appealed to the mediation and fact-finding procedures established by Act 379, P.A. 1965. Such appeal shall be in writing and shall be delivered to the Labor Mediation Board, and the Board of Education within said ten (10) day period, and if not so delivered, the grievance shall be deemed abandoned.

H. 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 processed further by others.

I. Failure to appeal a decision at any level within the specified time limits, shall be deemed as acceptance of the decision at that level.

J. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937 of

Michigan, as amended) shall not be the basis of any grievance filed under the procedure outlined in this Article.

K. Any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, if the bargaining representative has been given the opportunity to be present at such adjustment.

#### ARTICLE XXVI

##### Professional Study Committee

A. There is hereby established a Professional Study committee composed of eight members, the school superintendent, and the elementary and secondary principals, one member of the school board to be chosen by the board, two teachers chosen by the high school faculty, two teachers chosen by the elementary faculty.

B. The committee herein established shall investigate and submit recommendations to both the Board and Association, but such report shall be deemed advisory only.

C. No changes shall be made in the system that are contrary to those changes that are being studied or have been studied and approved by the committee.

D. Specific functions of the committee are:

1. To establish ad hoc committees to work on various curriculum areas.
2. To coordinate the total school program, K-12.
3. To define the aims of the total school program.
4. To evaluate whether the school is meeting aforesaid aims.

5. To formulate plans for improving school programs.
6. To study suggestions for curriculum improvement presented by individuals and groups outside the committee.
7. To study the desirability and feasibility of suggested curriculum change.
8. To work for implementation of any change in curriculum which the majority of the group agrees upon.

E. The committee shall meet in September to agree upon frequency, place and time of meetings for the school year. At such meeting the chairman shall be selected from the committee by a majority vote of the Committee.

## ARTICLE XXVII

### Negotiation Procedures

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to arrange meetings, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least ninety (90) days prior to expiration of this Agreement, upon request of either party, negotiations shall be undertaken for an Agreement covering the 1968-69 school year.

C. Neither party in negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the



Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. 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 or take any other lawful measures it may deem appropriate.

## ARTICLE XXVIII

### Miscellaneous Provisions

A. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. If any provisions 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.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

E. Free passes shall be furnished to each faculty member and spouse for attendance at home athletic events.

ARTICLE XIII

Duration of Agreement

This Agreement shall be effective as of July 1, 1967, and shall continue in effect until the 30th of June, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Chairman, Negotiating Committee

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Negotiating Committeeman

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Trustee

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1967.

APPENDIX SCHEDULE A

School Calendar 1967-68

Monday, September 4	Labor Day
Tuesday, September 5	Teacher Conferences, AM Student Registration, PM
Wednesday, September 6	Teacher Conferences-No classes
Thursday, September 7	Classes begin
Thursday, October 5	State Institute
Friday, October 6	" "
Monday, October 23	Parent-Teacher Conf. PM (High School)
Tuesday, October 24	" " PM " "
Monday, November 13	Parent-Teacher Conf. PM (Elementary)
Tuesday, November 14	" " PM " "
Wednesday, November 22	AM Session only - Thanksgiving vacation
Thursday, November 23	Thanksgiving Day
Friday, November 24	Thanksgiving Vacation
Thursday, December 21	AM Session only - Christmas vacation
Monday, January 1	New Years Day
Tuesday, January 2	Classes resume
Thursday, January 18	Final Examinations - High School
Friday, January 19	" " " "
Monday, January 22	Records Day - no classes
Friday, February 9	County Institute
Monday, March 11	Parent-Teacher Conferences PM (High Sch.)
Tuesday, March 12	" " PM " "
Monday, April 1	Parent-Teacher Conf. PM (Elementary)
Tuesday, April 2	" " " "
Wednesday, April 10	AM Session only - Easter vacation
Tuesday, April 16	Classes resume
May 25 - June 1	Senior trip
Thursday, May 30	Memorial Day
Sunday, June 2	Baccalaureate 8 p.m.
Tuesday, June 4	Final Examinations, High School
Wednesday, June 5	" " " "
Thursday, June 6	Commencement, 8 p.m.
Thursday, June 6	Records Day, no classes
Friday, June 7	Last day of school. Students 9 AM for cards

Marking Periods:  
High School & Elementary

	Days Membership	Days Student Instruction
Sept. 4 to Oct. 13	29	26
Oct. 16 to Nov. 24	29	28
Nov. 27 to Jan. 19	34	33
Jan. 22 to Mar. 1	29	28
Mar. 4 to Apr. 12	28	28
Apr. 15 to June 7	38	37
	<u>187</u>	<u>180</u>

Elementary Card Periods

Sept. 4 to Nov. 3  
Nov. 6 to Jan. 19  
Jan. 22 to Mar. 22  
Mar. 25 to June 7

Vacation Days

Sept. 4 . . . . . Labor Day  
Oct. 5 & 6 . . . . . State Institute  
Nov. 23, 24 . . . . . Thanksgiving  
Dec. 22, 25, 26, 27, 28, 29, Jan. 1 . . . . . Christmas  
Jan. 22 . . . . . 1st semester cards and records  
Feb. 9 . . . . . County Institute  
Apr. 11, 12, 15 . . . . . Easter  
June 6 . . . . . 2nd semester cards and records  
May 30 . . . . . Memorial Day

Nov. 22, Dec. 21, and April 10 -- ½ day sessions prior the the above vacations.

Special School Days

Sept. 5 Teacher conference, AM  
Student registration, PM  
Sept. 6 Pre-conference & preparation  
Oct. 23-24 Parent-Teacher Conf. PM (High School)  
Nov. 13-14 Parent-Teacher Conf. PM (Elementary)  
Jan. 18-19 Final Examinations - High School  
Mar. 11-12 Parent-Teacher Conf. PM (High School)  
Apr. 1 - 2 Parent-Teacher Conf. PM (Elementary)  
May 25-June 1 Senior Trip  
June 2 Baccalaureate, 8 p.m.  
June 4, 5 Final Examinations - High School  
June 6 Commencement, 8 p.m.  
June 7 Last day of school. Students 9:00 AM

Pay Days

Sept. 8, 22  
Oct. 6, 20  
Nov. 3, 17  
Dec. 1, 15, 29  
Jan. 12, 26  
Feb. 9, 23  
Mar. 8, 22  
Apr. 5, 19  
May 3, 17, 31  
June 14, 28  
July 12, 26  
Aug. 9, 23

Report Cards  
High School      Elementary

Oct. 18      Nov. 8  
Nov. 29      Jan. 24  
Jan. 24      Mar. 27  
Mar. 6      June 7  
Apr. 17  
June 7

Board Meetings

July 20  
August 17  
Sept. 21  
Oct. 19  
Nov. 16  
Dec. 21  
Jan. 18  
Feb. 15  
Mar. 21  
Apr. 18  
May 16  
June 20

APPENDIX SCHEDULE B

<u>Experience</u>	<u>Index</u>	<u>BA</u>	<u>MA</u>
0	1.00	45800	46200
1	1.03	5974	6386
2	1.06	6148	6572
3	1.10	6380	6820
4	1.14	6612	7068
5	1.19	6902	7378
6	1.24	7192	7688
7	1.29	7482	7998
8	1.34	7772	8308
9	1.39	8062	8618
10	1.44	8352	8928

APPENDIX SCHEDULE C

Extra-Curricular Schedule

Position	Based on Individual's salary experience step exclusive of credits	Position	Based on Individual's salary experience step exclusive of credits
Athletic Director	10%	Club Advisers:	
Varsity Football	10%	F. H. A.	3%
Ass't Varsity Football	8%	Varsity /Club	3%
J. V. Football	7%	Student Council	3%
Ass't J.V. Football	6%	Honor Society	2%
Varsity Basketball	10%	Class Advisers:	
J.V. Basketball	7%	Senior	\$300
Freshman Basketball	6%	Trip (whoever goes)	100
Junior High Basketball	5%	Junior	200
Head Track	7%	Sophomore	100
Ass't Track	5%	Freshman	50
Varsity Baseball	7%	8th	25
J. V. Baseball	5%	7th	25
Wrestling	7%		
Golf	5%		
Girls' Basketball	4%		
Cheerleading	4%		
Band Director	10%		
Chorus Director	3%		
Dramatics (per play)	3%		
Yearbook Advisor	5%		
Newspaper Advisor	3%		
G. A. A.	4%		

APPENDIX SCHEDULE D

At the time of mediation the staff was not complete, the following teachers were not employed:

four (4) Elementary  
one (1) Junior High  
one (1) Agriculture

The salaries were budgeted in the total salary package as follows:

4 elementary, 2nd step	\$24,592
1 Junior High, 2nd step	6,148
1 Agriculture, 2nd step x 1.3683	<u>8,412</u>
Total	\$39,152

The Board agrees to distribute these funds or the remainder of these funds after these teachers are hired equally between all employed teachers.