

NEGOTIATION AGREEMENT
BETWEEN THE
EATON RAPIDS EDUCATION ASSOCIATION
AND THE
EATON RAPIDS BOARD OF EDUCATION

September 14, 1966

M.E.A.
1216 KENDALE
E. LANSING, MI.
48826/

EATON
RAPIDS
Bd. of Ed.

TABLE OF CONTENTS

	<u>Page No.</u>
Agreement	1
Article I - Recognition	2
Article II - Board Responsibilities	3
Article III - Teachers Rights	4
Article IV - Professional Compensation	5
Article V - Teaching Hours	6
Article VI - Teaching Loads and Assignments	7
Article VII - Teaching Conditions	8
Article VIII - Vacancies - Promotions - Transfers	9-10
Article IX - Sick Leave	11
Article X - Leaves of Absence	12-13
Article XI - Insurance Protection	14
Article XII - Protection of Teachers	15
Article XIII - Negotiation Procedures	16
Article XIV - Grievance Procedure	17-18
Article XV - Miscellaneous Provisions	19
Article XVI - Duration of Agreement	20
Schedule A - Teachers Salary Schedule	21-22
Schedule B - Insurance Protection	23

AGREEMENT

This Agreement entered into this 14th day of September, 1966, by and between the Board of Education of the Eaton Rapids Public Schools, hereinafter called the "Board", and the Eaton Rapids Education Association, hereinafter called the "Association".

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Eaton Rapids School District is their mutual aim, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Publics 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

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 certified teachers, including those on tenure and probation, but excluding the superintendent, assistant superintendent, principals, and other office and clerical employees, custodians, bus drivers, cafeteria employees, teacher aides, and school nurses.

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

C. At the beginning of each school year teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association). Such sum shall be deducted from the first (1st) pay of September and the first (1st) pay of each month thereafter for a total of ten (10) deductions. The Board shall remit these deductions to the appropriate Association in the month received.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II - BOARD RESPONSIBILITIES

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.

B. The exercise of its powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III - TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all teachers shall have the right freely to organize, join and support the Association for the purpose of engaging in statutory collective bargaining.

B. The Association and its members shall have the right to use school building facilities according to policies established by the Board from time to time for the use of such buildings at all reasonable hours for meetings. Teacher bulletin boards, mail boxes, and other established media of communication shall be made available to the Association and its members in accordance with Board policies which may be established from time to time.

ARTICLE IV - 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 one (1) year term of this Agreement.

B. The salary schedule is based upon a nine and one-half ($9\frac{1}{2}$) month school year with a minimum of 183 membership days.

C. Teachers shall not be required to report more than two (2) days prior to the beginning of classes in September or to remain more than two (2) days after classes end in June.

D. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

ARTICLE V - TEACHING HOURS

A. The teacher's normal teaching hours shall be as follows:

1. Teachers shall be in the building no later than one-half ($\frac{1}{2}$) hour before school starts.
2. Teachers shall be at assigned place of duty not later than one-quarter ($\frac{1}{4}$) hour before school starts.
3. Teachers shall leave school no earlier than 3:30 P.M.

B. The parties recognize the principle of a forty-hour (40) workweek; and the Board will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such a workweek.

C. Teachers shall be required to attend up to two (2) staff meetings per month.

D. All teachers shall be entitled to a duty-free uninterrupted lunch period, when such supervision is not included in the teaching load and assignment, except that teachers in the elementary schools will help supervise children in classrooms on their lunch periods during inclement weather.

ARTICLE VI - TEACHING LOADS AND ASSIGNMENTS

A. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load in the junior high school will be twenty-five (25) teaching periods, five (5) supervised study or activity periods, and five (5) unassigned preparation periods. The normal weekly teaching load in the elementary schools will be thirty (30) teaching hours. No departure from these norms, except in case of emergency as determined by the administration, shall be authorized.

ARTICLE VII - TEACHING CONDITIONS

A. The Board recognizes that appropriate texts, library reference facilities, 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. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

B. The Board shall make available in each school at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge.

C. Telephone facilities in the school office shall be made available to teachers for their reasonable use.

D. Where parking facilities for teachers are not considered adequate, the Board will continue to endeavor to improve such facilities.

ARTICLE VIII - VACANCIES - PROMOTIONS - TRANSFERS

A. Whenever any vacancy in any professional position in the District shall occur, the Board shall publicize the same by appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis until such vacancy shall have been posted for at least five (5) days. In the event such vacancy occurs during a period when school is not in progress, all teachers who have expressed in writing a desire for a transfer shall be duly notified by first class mail and such vacancy shall not be filled until seven (7) days past the date of posting.

Any certified teacher who would like to be considered for any vacancy must apply in writing each time the position opens.

Teachers may file with the Superintendent advance notice in writing expressing desires for changes in assignment.

In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.

In the filling of vacancies at the supervisory and executive levels and the filling of newly created supervisory and executive positions, the Board will give due consideration to applications filed from within the system. The parties recognize that the filling of such vacancies is a prerogative of the Board and the decision of the Board with respect to such matters shall be final.

Although the Board and the Association recognize that frequent transfers of teachers from one school to another and frequent changes of assignment are

disruptive to the educational process and interfere with optimum teacher performance, they also recognize that some transfers and changes of assignment for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the system will be necessary.

Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to accumulated rights as he may have had under this Agreement.

ARTICLE IX - SICK LEAVE

A. All teachers shall accumulate sick leave at the rate of ten (10) days per year cumulative to a total of ninety (90) days.

B. Sick leave shall be merited in cases of personal illness and illness of spouse, children or parents when such illness necessitates the presence of the teacher.

ARTICLE X - LEAVES OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

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

1. A maximum of five (5) days per school year for a death in the immediate family--father, mother, spouse, and children.

2. A maximum of one (1) day per school year for a death outside the immediate family when approved by the superintendent.

3. Absence when a teacher is called for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid by the court.

4. Court appearance as a non-party witness or when a party defendant incident to his employment, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the witness fee paid by the court, if any.

5. Administrator approved visitation at other schools, or for attending educational conferences or conventions, including Association meetings.

6. Time necessary to take the selective service physical examination.

C. Leaves of absence for not more than one (1) year without pay may be granted upon application to the Board for the following purposes:

1. Study related to the teacher's field of certification.
2. Study to meet eligibility requirements for a Certificate in education other than that held by the teacher.
3. Study, research, or special teaching assignment involving benefit to the school system.

The regular salary increment occurring during such period shall be allowed.

D. A maternity leave shall be granted without pay, commencing not later than the end of the fifth (5) month of pregnancy, except that when this date falls within one (1) school month of the end of the semester the teacher may at the discretion of the Board be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within one (1) year, provided there is a teaching position available.

E. Teachers who are elected officers of the Michigan Education Association may be given a leave of absence without pay for the purpose of performing duties for the Association, provided that no such leave shall exceed one (1) year. Such person will be employed, upon application, in a position within his major or minor field.

F. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States. Teachers on military leave shall be given the benefit on any salary increments.

G. The Board shall grant a leave of absence for one (1) term of office without pay to any teacher elected to a public office.

ARTICLE XI - INSURANCE PROTECTION

A. See Schedule B.

ARTICLE XII - PROTECTION OF TEACHERS

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 his classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just. The Board further recognizes that teachers cannot maintain the proper classroom atmosphere when, and if, they are charged with the responsibility of serving as custodians for emotionally disturbed children. 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, upon request be advised by the Principal of the disposition of the teacher's report that a particular student needs such assistance.

B. Any assault by a student on a teacher in connection with the teacher's employment shall be immediately reported to a Principal or the Superintendent.

C. The Board will pay the difference between any Workmen's Compensation benefits received and the teacher's regular salary for any time lost in connection with any incident mentioned in this Article.

D. Any complaint made against a teacher which is written into the teacher's personnel file shall be promptly called to the attention of the teacher.

ARTICLE XIII - NEGOTIATION PROCEDURES

A. In any negotiations between the parties, 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 teachers in the school membership system voting in the election, but the parties mutually pledge that 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.

B. This Agreement expressly embodies all agreements written and oral between the Board and the Association and is intended to cover all matters which were raised or could have been raised by either of the parties at the time of negotiations. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties may be subject to professional negotiations between them from time to time during the period of this agreement.

Such negotiation shall commence only upon mutual consent of both parties.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. A grievance is a matter involving the violation of a specific article or section of this Agreement, or any rule or regulation of the Board dealing with wages, hours or working conditions.

B. Any teacher having such a grievance may discuss the matter with the school principal during non-teaching hours, with the object of resolving it informally. The building representative may also be present, if requested.

C. In the event the matter is not satisfactorily resolved, the following procedure shall be followed:

1. Step One. The grievance shall be reduced to writing within one (1) day, signed by the teacher or teachers involved, and submitted to the school principal.

(a) The grievance shall specify the facts giving rise to the grievance, the article and section of the agreement allegedly violated, and the relief requested.

(b) The principal shall submit an answer within ten (10) school days in writing. One (1) copy of his decision shall go to the grievant and one (1) copy to the building representative.

2. Step Two. Within five (5) school days after receiving the decision of the principal, the aggrieved teacher may appeal to the superintendent of schools or his designated representative. The appeal shall be in writing and shall contain the reasons for the appeal.

(a) Within ten (10) school days after receipt of the appeal, the superintendent shall investigate the grievance, including giving the aggrieved teacher and the building representative a reasonable opportunity to be heard, and render his decision in writing. A copy of his decision shall be delivered to the teacher involved, the building representative, and the school principal.

3. Step Three. Within five (5) school days after receiving the decision of the superintendent, the aggrieved teacher may appeal to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the superintendent's decision at Step Two.

(a) Within twenty-five (25) school days after receipt of the appeal, the Board, or its designated representative, shall investigate the grievance, including giving the aggrieved teacher and an association representative a reasonable opportunity to be heard, and render its decision in writing. A copy of the Board's decision shall be delivered to the teacher involved, to the association representative, and to the school superintendent. The Board's decision shall be final and binding.

D. If the Board decision is not satisfactory, the grievant may request an additional review meeting with a committee of the Board and a state mediator.

E. Any appeals not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority.

F. There shall be one (1) Association Representative for every high school, junior high school, and grade school building.

ARTICLE XV - MISCELLANEOUS PROVISIONS

A. The Board will continue to endeavor to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work.

B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

C. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged policies or practices, between the Board and its employees or the Association and constitutes the entire agreement between the parties.

D. Teachers shall not be required to be in attendance at school during days when students are not expected to attend because of adverse weather conditions, or failure of the school physical plant facilities.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

F. 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, the Assn., and employees in the bargaining unit, and in the 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.

G. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XVI - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1966 and shall continue in effect for one (1) year, until the 30th day of June 1967. Negotiations for a new contract shall commence on February 1, 1967. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION OF THE
EATON RAPIDS PUBLIC SCHOOLS

EATON RAPIDS EDUCATION ASSOCIATION

By Albert Meinertus
Its President

By Elroy Hanks
Its President

By Paul & Nielsen
Its Secretary

By Anne Dunham
Its Secretary

SCHEDULE A

TEACHERS SALARY SCHEDULE 1966-67

Years of Experience	Non-Degree 4% - 4700	B.A. Degree 4% - 5500	M.A. Degree 4% - 6000	Ed. S. Degree 4% - 6500
0	4700.00	5500.00	6000.00	6500.00
1	4888.00	5720.00	6240.00	6760.00
2	5076.00	5940.00	6480.00	7020.00
3	5264.00	6160.00	6720.00	7280.00
4	5452.00	6380.00	6960.00	7540.00
5	5640.00	6600.00	7200.00	7800.00
6	5828.00	6820.00	7440.00	8060.00
7	6016.00	7040.00	7680.00	8320.00
8	6204.00	7260.00	7920.00	8580.00
9	- - -	7480.00	8160.00	8840.00
10	- - - -	7700.00	8400.00	9100.00

EXTRA CURRICULAR PAY SCHEDULE

Athletic Director- - - - -	-12%	Audio visual- - - - -	8%
Football		Band - - - - -	-300.00
Varsity Head - - - - -	10%	Band Asst. - - - - -	-200.00
Asst. (2) - - - - -	6%	Band Summer - - - - -	-\$4.00 per hour
Jr. Varsity - - - - -	6%	CAC - Director- - - - -	\$65.00 per week
Freshman - - - - -	4%	Cheerleading- - - - -	-4%
Jr. High (2)- - - - -	4%	Classroom Teacher - - - -	-\$4.00 per hour
Basketball- - - - -		Debate- - - - -	-3%
Varsity Head- - - - -	-10%	Dramatics (each play) - - - - -	-3%
Junior Varsity - - - - -	-6%	Driver Training - - - - -	
Freshman - - - - -	-4%	Class- - - - -	\$4.00 per hour
Jr. High (2) - - - - -	-4%	Behind Wheel - - - - -	\$3.50 per hour
Sixth Grade - - - - -	2%	Forensics - - - - -	-3%
Cross Country- - - - -	4%	Guidance - - - - -	\$4.00 per hour
Track- - - - -		Head Start- - - - -	Prorated
Varsity Head- - - - -	7%	Home Ec. - - - - -	Prorated
Jr. High- - - - -	4%	Jr. High News- - - - -	2%
Baseball - - - - -		Librarian - - - - -	Prorated
Varsity Head- - - - -	7%	Speech Corr. - - - - -	Prorated
Junior Varsity - - - - -	-4%	Summer School- - - - -	\$4.00 per hour
Wrestling - Varsity- - - - -	7%	Title I - - - - -	Prorated
Golf - Varsity- - - - -	4%	Vo-Ag - - - - -	Prorated
Tennis - Varsity - - - - -	4%	Yearbook - - - - -	8%

SCHEDULE A -- CONTINUED

RULES AND REGULATIONS

1. Teaching experience outside of the Eaton Rapids Public Schools, will be allowed up to five (5) years. Full credit will be given for experience within the system.
2. Military service will be allowed at the full rate up to five (5) years if service was preceded by teaching and at one-half ($\frac{1}{2}$) rate if not. This is in addition to the five year (5) limit in #1.
3. Credit for previous teaching experience will be allowed at one-half ($\frac{1}{2}$) rate if teacher has been out of teaching for ten (10) years.
4. Teachers on the staff on 9/1/63 will continue to be paid \$5.00 per semester hour for credit earned (at that time) beyond a B.A. degree. This will continue until 9/1/68.
5. A teacher earning a Master's degree will change to the M.A. Schedule at the beginning of the next semester.
6. A Non-degree teacher earning a Bachelor's degree will change to the B.A. Schedule at the beginning of the next semester.
7. Prorated salaries will be determined by dividing the annual base pay by the number of teacher work days.
8. Contractual salaries will be paid in twenty-six (26) equal payments. Retiring teachers will receive the balance of their pay at the second (2nd) pay period in June.
9. Special Education teachers will be paid \$500.00 additional salary.

SCHEDULE B

INSURANCE PROTECTION

- A. The Board will contribute \$10.00 per month toward the cost of Health Care Insurance for a teacher and his immediate family enrolled in the M E A group insurance plan.
- B. The Board will not contribute toward the cost of Health Care Insurance for a teacher on leave of absence.
- C. The Board will contribute through May deductions for retiring teachers.
- D. The Board will contribute through August deductions for teachers leaving the system at the close of the school year.
- E. The Board will contribute through May deductions for teachers who enter the system after the beginning of 2nd semester and remain for the balance of the school year.
- F. The Board will not continue to contribute toward the cost of Health Care Insurance for a teacher who leaves the system before the close of the school year.