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*Tom Patterson*  
*Eaton Rapids*  
*8*

1969-70

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NEGOTIATION AGREEMENT  
BETWEEN THE  
EATON RAPIDS EDUCATION ASSOCIATION  
AND THE  
EATON RAPIDS BOARD OF EDUCATION  
1969 - 1970

*Eaton Rapids Board of Education*

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PROFESSIONAL NEGOTIATIONS

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AGREEMENT

This Agreement entered into this 1st day of July, 1969, 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 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

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, office and clerical employees, business manager, custodians, bus drivers, mechanics, cafeteria employees, maintenance personnel, teacher aides, library clerks, playground supervisors, and school nurses.

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

ARTICLE II - BOARD RIGHTS AND 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.

C. The Board specifically reserves the right of free communication with any and all of its employees for the purpose of evaluating the functions and accomplishments of the school system.

ARTICLE III - ASSOCIATION AND 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, its members, and duly authorized representatives of the Michigan Education Association and National Education Association shall have the right to use school buildings for meetings and to transact official Association business, between the hours of 3:30 p.m. and 5:00 p.m. in the elementary buildings, and between the hours of 3:30 p.m. and 10:30 p.m. in the secondary buildings, except on Saturday and Sunday. These times may be extended by permission from the Superintendent. In the exercise of this right the Association agrees to schedule its meetings with the Building Principal, not to displace any previously scheduled events, and not to interfere with or interrupt normal school operations.

C. The Association and its members shall have the use of typewriters, mimeographing and other duplicating equipment, calculating machines, audio-visual and other classroom equipment, when such equipment is not otherwise in use, provided that the Association shall pay for the cost of all materials and supplies incident to such use, and for the cost of repair of any equipment damaged through such use by negligence, neglect, improper care or operation of the equipment, tampering, or failure to perform normal cleaning and maintenance operations incident to the use of the equipment.

D. Teacher bulletin boards, mail boxes, and other established media of communication will be made available to the Association and its members.

E. Nothing contained herein shall be construed to deny or restrict 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 in addition to those provided elsewhere.

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 salaries set forth in Schedule A will be paid for working the minimum number of session days required by law, plus up to three (3) additional work days. Teachers employed for the first time in the Eaton Rapids school system may be required to attend up to one additional work day for orientation. No additional salary will be allowed for this orientation time.

C. The Board reserves the right to establish a School Calendar for the period covered by this agreement, and to make changes and amendments to it during the school year, except that the following dates and events are hereby established by this agreement and not subject to change by the Board:

September 2, 1969.....	All teachers report for work
November 27 & 28, 1969.....	Thanksgiving recess
December 19, 1969.....	Recess for Christmas Vacation begins at end of school day.
January 5, 1970.....	Classes resume on regular schedule
March 27, 1970.....	Good Friday; Easter Vacation begins at noon.
April 6, 1970.....	Classes resume on regular schedule

D. The Board agrees to establish the end of the school year to be on or before June 12, 1970, provided that all of the requirements by law are met by or before that date.

EATON RAPIDS PUBLIC SCHOOLS  
Eaton Rapids, Michigan

August 18, 1969

To: All staff members  
Subject: School Calendar 1969-70: School Starting Times  
From: W. Carl Holbrook, Superintendent

September 2, 1969- - - - - All teachers report - Senior High School 9:00 a.m.  
September 3, 1969- - - - - Grades 1 - 12 -  $\frac{1}{2}$  day of school A.M.  
Teacher conferences P.M.  
September 4, 1969- - - - - First full day of school for all grades  
November 27-28 - - - - - Thanksgiving Holiday  
December 19 3:30 p.m. - - - - Christmas Vacation commences  
January 5, 1970- - - - - School reconvenes  
January 21-22-23, 1970 - - - -  $\frac{1}{2}$  days - end of semester  
March 27, 1970 - - - - - Good Friday, no classes P.M.  
Easter vacation commences  
April 6, 1970- - - - - School reconvenes  
May 25, 1970 - - - - - Memorial Day - no school  
June 4, 1970 - - - - - High School Graduation  
June 5, 1970 - - - - - Last day of classes - K-11

School Starting Times - 1969-70

All Elementary excluding 6th grade Junior High Building- - - - - 9:00 a.m.  
Secondary students grades 7 - 12 - - - - - 8:00 a.m.

Released Times - 1969-70

Elementary excluding 6th grade Junior High Building- - - - - 3:30 p.m.  
Junior High Students - grades 6-7-8- - - - - 2:20 p.m.  
Senior High Students 9 - 12- - - - - 2:35 p.m.



EATON RAPIDS PUBLIC SCHOOLS  
 Eaton Rapids, Michigan  
 1969-70

SALARY SCHEDULE "A"

Years of Experience	Non-Degree	B.A. Degree	M.A. Degree	M.A. + 30 hrs.
0	6300	7000	7500	8000
1	6550	7280	7800	8320
2	6820	7570	8110	8650
3	7090	7870	8440	9000
4	7370	8190	8770	9360
5	7660	8520	9120	9730
6	7980	8860	9490	10,120
7	8300	9210	9870	10,530
8	8630	9580	10,260	10,950
9	----	9960	10,670	11,390
10	----	10,360	11,100	11,840

CO-CURRICULAR PAY SCHEDULE 1969-70

Athletic Director	12%	Cheerleading: Varsity	3%
Football: Varsity Head	10%	Jr. Varsity	2%
Assistant	6%	Freshman	1%
Jr. Varsity	6%	Debate	3%
Freshman	4%	Dramatics -- 3% ea. play, limit 3 plays	
Jr. High	4%	Forensics	3%
Basketball: Varsity Head	10%	Jr. High News	2%
Jr. Varsity	6%	Yearbook	8%
Freshman	4%	Class Advisors:	
Jr. High	4%	Freshman-Sophomore (2 ea.)	2%
Sixth Grade	2%	Junior-Senior (3 ea.)	4%
Cross Country	4%	Summer Positions	
Track: Varsity Head	7%	CAC Director	-\$70.00 per wk.
Jr. High	4%	Driver Education	
Baseball: Varsity Head	7%	Class	4.00 per hr.
Jr. Varsity	4%	Behind Wheel	5.00 per hr.
Wrestling: Varsity Head	10%	Administratively Scheduled Part-Time	
Ass't or J.V.	4%	Prof. Services Hourly	-\$4.00 per hr.
Golf	4%	Administratively Scheduled Full-time	
Tennis	4%	Prof. Services Daily Prorated Base	
Audio-Visual - 1 hour-released time		Salary	
Band	5%		
Vocal Music- Secondary	3%		

No teacher may be assigned co-curricular duties totaling over 20% of his salary for the school year, except teachers currently exceeding that figure may continue to do so. Once they drop below 20% they may not again exceed that figure. Teachers should not be assigned to co-curricular duties if the responsibilities of one prevent them from meeting obligations of the other.

SCHEDULE A - CONTINUED

RULES AND REGULATIONS PERTAINING TO THE SALARY SCHEDULE

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 or more.
4. A teacher earning a Master's degree will change to the M.A. Schedule at the beginning of the next semester.
5. A non-degree teacher earning a Bachelor's degree will change to the B.A. Schedule at the beginning of the next semester.
6. Prorated salaries will be determined by dividing the annual base pay by the number of teacher work days.
7. Contractual salaries will be paid in twenty-six (26) equal payments. Retiring teachers and others electing to do so, will receive the balance of their pay at the second (2nd) payroll period in June providing that written notification of this request is received in the Superintendent's Office on or before the last Friday in January - 1970.
8. Type A Teachers for the mentally retarded children, and speech correction teachers will be paid five hundred dollars (\$500.00) per year above the provisions of the regular salary schedule.

ARTICLE V - INSURANCE PROTECTION

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 after the beginning of 2nd semester and remain for the balance 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.

ARTICLE VI - DEDUCTION OF DUES

A. The Board shall deduct from the wages of teachers covered by this agreement and remit to the Association, the National Education Association, and the Michigan Education Association, dues uniformly required as a condition of membership in these associations, whenever, and only in such cases as the individual teacher files proper written authorization to do so with the Superintendent's Office.

The Board shall not be required to make the dues deduction for any teacher until after the authorization for such deduction has been on file in the Superintendent's Office for seven (7) days.

The Board shall not make the dues deduction for any teacher if the teachers file proper written notice of revocation of his previous authorization. Such revocation will be effective upon receipt for filing in the Superintendent's Office, but will not be effective retroactively for paychecks already processed for distribution on the next regular payday.

B. The deduction of Membership dues, when properly authorized, shall be made from one regular paycheck each month for ten (10) consecutive months beginning in September and ending in June of each fiscal school year. Deductions for all teachers shall be made from the first paycheck each month, except September wherein the deduction will be made from the second paycheck, and remitted to the proper association in the same month.

C. The association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability, including attorneys' fees incurred therewith, by reason of action taken or not taken by the Board for the purpose of complying with this article.

ARTICLE VII - TEACHING HOURS

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

1. Teachers will be expected to be in their buildings from 7:45 a.m. to 3:15 p.m. in Junior High and Senior High Buildings; Elementary Buildings from 8:00 a.m. to 3:30 p.m.

2. Teachers shall leave school no earlier than the above times except that on Friday, and the day preceding a Holiday, secondary teachers and 6th grade teachers at Junior High will be excused from their school building fifteen (15) minutes sooner than the above hours.

Elementary teachers may report for work on Fridays and days preceding a holiday, no later than 8:15 a.m.

Teachers will also be excused after classes are dismissed for the purpose of attending a general Eaton Rapids Education Association meeting or an executive board meeting of the Eaton Rapids Education Association.

B. All teachers shall be entitled to a duty-free, uninterrupted lunch period, except that teachers in the elementary schools will help supervise children in the buildings on their lunch periods during inclement weather.

ARTICLE VIII - TEACHING LOADS AND ASSIGNMENTS

A. Both parties recognize the existence of an ideal class size for each subject taught, and agree to continue to work toward achievement of this goal.

B. The normal weekly teaching load at the junior and senior high schools will be twenty-five (25) teaching hours and five (5) unassigned preparation hours.

The normal teaching load in the elementary schools will be thirty (30) teaching hours. Both parties recognize the value of relief and preparation time for Elementary School teachers and agree to work together toward providing more released time for Elementary teachers.

C. Class sponsorships will be voluntary whenever possible. If these positions cannot be filled on this basis, they will be assigned by the Principal. Class sponsorships will be paid according to Schedule A.

Club sponsorship will not be assigned to the teacher. These sponsorships shall be filled by the teachers on a voluntary basis, without extra remuneration.

D. High school teachers will not be required to attend assemblies during their conference hour.

ARTICLE IX - 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 teachers and principals involved shall 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 will be made available to teachers in each school building.

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

ARTICLE X - 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 conveniences and wishes of the individual teacher shall 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 XI - 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.

B. 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 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.

C. Any assault by a student upon a teacher in connection with the teacher's employment shall be immediately reported to a Principal or the Superintendent. If there is any disability resulting in work time lost in connection with such assault, the Board will pay the difference between any Workmen's Compensation benefits that the teacher receives and his regular salary.

ARTICLE XII - SICK LEAVE

A. All teachers shall accumulate sick leave at the rate of twelve (12) days per year cumulative to a total of one hundred (100) days. The Board will furnish a written statement to each teacher at the beginning of the school year, stating the number of days of sick leave that the teacher has accumulated.

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

C. In case an illness necessitates the teacher's absence from work, this absence shall be reported by telephone as provided in Article XVIII, Par. A.

ARTICLE XIII - LEAVES OF ABSENCE

A. Leaves of absence with pay shall be granted for the following reasons and with the following limitations:

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

2. A maximum of two days 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, if any.

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, applying for or registering for College classes or counseling with College advisor in the teacher's major field.

6. Time necessary to take the Selective Service physical examination.

7. A maximum of five (5) days per school year may be granted by the Superintendent for personal or business reasons, provided that the personal activity or business for which the leave is granted cannot be conducted on other than a school day, and provided further 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 cost to the Board of providing a substitute.

B. Leaves of absence without pay shall be granted for the following reasons and with the following limitations:

1. Any teacher whose personal illness extends beyond the period compensated under Article XII shall be automatically 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.

2. Leaves of absence without pay may be granted to any teacher, for any length of time, at the discretion of the Board. When such leave is granted for the purpose of study related to the teacher's field of certification, study to meet eligibility requirements for a certificate in education other than that held by the teacher; or study, research, or special activity involving specific benefit to the school system as determined by the Board; the teacher's regular salary increment during the period of absence shall be allowed.

3. A maternity leave shall be granted without pay, commencing not later than the end of the fifth (5th) month of pregnancy, except that when this date falls within one (1) school month of the end of a semester, that 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 three (3) years, provided that there is a teaching position available.

4. 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.

5. 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 and the applicable laws of the United States.

Teachers on military leave shall be given the benefit of any salary increments.

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

C. All leaves of absence must be applied for by the teacher in writing, and the application must contain sufficient information to allow the Superintendent or the Board to classify the leave according to the provisions of this article. Applications for leave which may be granted only by the Board must be received in the Superintendent's Office no later than ten (10) days prior to the next regularly scheduled Board meeting, to be placed on the Board's agenda for action. Those leaves of absence which may be granted by the Superintendent must be received in the Superintendent's Office no later than three (3) days prior to the beginning of the leave, except that the Superintendent may grant such leave verbally, on an emergency basis, at his discretion; in which case the teacher shall file the written request for such leave as soon as is practical, but in no case later than three (3) days after the leave ends.

D. Extension of any leave of absence must be applied for and may be granted under the provisions of this article, provided that the proper written application is made by the teacher and received in the Superintendent's Office at least three (3) days in advance of the termination of the previously granted leave. Teachers who fail to return to work at the expiration of any leave, shall be deemed to have resigned from the employ of the school district.

E. No grievance or grievances shall be filed against the judgement of the Board or The Superintendent in granting, or not granting any leave of absence as provided by this article.

#### 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, with the object of resolving it informally, before initiation of the formal grievance procedure. The Association Building Representative may also be present, but only if requested to be present by either the teacher or the principal.

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 three (3) days, on the Grievance Report Form - Appendix "B", 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 thirty-one (31) school days after receipt of the appeal, The Board, or its designated representative, shall investigate the grievance, including 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 within five (5) days the Association so requests, the Board or its representatives will grant an additional meeting with the Association, to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including mediation, and binding or advisory arbitration.

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 XIV - GRIEVANCE PROCEDURE - APPENDIX "B"

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ Eaton Rapids Public Schools

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I

A. Date Cause of Grievance occurred \_\_\_\_\_

B.1 Statement of Grievance \_\_\_\_\_

2 Relief Sought \_\_\_\_\_

C. Disposition of Principal	Signature	Date
-----------------------------	-----------	------

Signature of Principal	Date
------------------------	------

D. Position of Grievant and/or Association \_\_\_\_\_

Signature	Date
-----------	------

STEP 2

A. Date received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

C. Position of Grievant and/or Association	Signature	Date
--	-----------	------

Signature	Date
-----------	------

STEP 3

A. Date received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

C. Position of Grievant and/or Association	Signature	Date
--	-----------	------

Signature	Date
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ARTICLE XV - 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 the Board of Education and by the Association, 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 the 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 XVI - PROFESSIONAL STUDY COMMITTEE

A. There shall be a Professional Study Committee established which shall be composed of four (4) members, two (2) shall be selected by the Board of Education and two (2) shall be selected by the Association, one of which will be chairman of the committee.

The Professional Study Committee will meet monthly during the school year and will report recommendations to the Board and the Association prior to January 15 and prior to May 15.

B. The Committee will review Board Policies and will recommend additions and deletions in order to keep policies current.

C. The Committee will make recommendations for curriculum changes as the need arises.

ARTICLE XVII - NON-DISCRIMINATION

The Association and the Board each recognize their responsibilities under Federal, State, and local law, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by the agreement, the commitment not to discriminate against any person or persons because of race, creed, color, religion, or national origin.

ARTICLE XVIII - 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 7:00 a.m. to report unavailability for work.

B. The Association shall be duly advised by the Board of fiscal, budgetary and tax program 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 Association 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 negotiated, executed in writing, and ratified by both parties hereto.