

Eaton Rapids

MASTER CONTRACT

between

Eaton Rapids Educational Association

and

Eaton Rapids Board of Education

July 1, 1972 - June 30, 1973

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*Superintendent
Eaton Rapids Public Schools
501 West King Street
Eaton Rapids, Michigan*

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AGREEMENT

This Agreement entered into this 1st day of July, 1972 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 nurse.

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 Educational Association and National Educational Association will have the right to use school buildings for meetings and to transact official Association business, between the hours of 8:00 A.M. and 10:30 P.M. in the elementary buildings and between the hours of 2:30 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 shall schedule its meetings with the building Principal, shall not displace any previously scheduled events or classes, and shall not 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 for Association business, when such equipment is not otherwise in use. 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. Teacher bulletin boards shall be those bulletin boards accessible only to the teachers and reserved for their use.

ARTICLE 111 CONTINUED

E. Any complaint made against a teacher which is written to be placed into the teacher's personal file shall be promptly called to the attention of the teacher except that the Superintendent may delay such notification to the end of the school year.

Upon request and during reasonable working hours and days, a teacher shall have a right to inspect his central office personnel file, which will not contain the teacher's credentials. The request shall be made to the central office.

F. 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.

G. E.R.E.A. members shall have the freedom to move from school to school to conduct Association business before and after the pupil's day provided such teacher has not been assigned elsewhere at such time.

H. Copies of the proposed agenda of all Board meetings together with normally distributive materials shall be sent to the Association representatives in each building at the same time they are distributed to the members of the Board.

ARTICLE IV - - PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this agreement are set forth in Schedule A which is made a part of this agreement. Such salary schedule shall remain in affect for the 1972-1973 School Year.

B. The School Year shall begin at the beginning of the first day of July and continue through the thirtieth day of June of the following year and shall end at 12:00 o'clock midnight.

C. The salaries set forth in Schedule A will be paid for working the minimum number of school session days within the School Year required by law, and for the fullfillment of all other requirements necessary for School District to qualify fully for all State and Federal monies to which it may be entitled under the law, plus one (1) additional work day.

D. The School Term shall begin August 29, 1972 at 8:00 a.m. and shall end June 8, 1973 at 3:30 p.m. provided that all legal requirements of the school term are met by or before that date. The Board reserves the right to establish a School Calendar for the School Term, and to make changes and amendments to such calendar from time to time. except that the following dates and events are hereby established by this agreement and are not subject to change by the Board:

"See Appendix A"

ARTICLE V - INSURANCE PROTECTION

Schedule B - INSURANCE PROTECTION

A. The Board will provide to the teacher complete health care protection for a full twelve-month period for the employee's entire family through the M.E.A. Super Med Program. The maximum amount an individual teacher may receive will not exceed the premium effective 1 July 1972. For teachers not participating in said plan, the Board will contribute up to a Single Subscription Super Med rate as of 1 July 1972 toward the cost of M.E.A. Dental Care Program of said teachers' choice.

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.

G. The Board shall provide group life insurance protection in the amount of \$4,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death or dismemberment, the insurance will pay double the specified amount.

H. The Board will provide for each teacher having taught in this system for more than five (5) years, without cost to said teacher, Loss of Time (Income Protection) Insurance at a level of protection equal to his current salary. The teacher will not be paid for sick leave days after the 29th consecutive day. In the case of the teacher not being able to return to work within 52 weeks thereafter, the teacher will be paid for all remaining unused sick leave days at his current salary.

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 association, 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 pay checks already processed for distribution on the next regular payday.

B. The deduction of professional dues, when properly authorized, shall be make 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 attorney's fees incurred therewith, be reason of action

ARTICLE VI - DEDUCTION OF DUES continued

taken or not taken by the Board for the purpose of complying with this article.

D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, or any MESSA insurance options beyond which the Board provides in Article V. The Association will provide a company which will act as a clearing house for all annuities companies and the Board will mail all annuities monies to said company.

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 Intermediate 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 may leave their 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 may be assigned to supervise children in the buildings for one-half of their lunch period, at the rate of \$6.00 per hour, during inclement weather.

ARTICLE VIII - TEACHING LOADS AND ASSIGNMENTS

A. Both parties recognize the existance 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 secondary school 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 sponsorship 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. Secondary teachers will not be required to attend assemblies during their conference hour.

E. Duties and responsibilities of Elementary Aids will be determined by the building principal, following discussion with the teacher/teachers involved.

ARTICLE LX - 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 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 in every school building through each EREA building representative. The EREA representative shall be required to submit a written receipt for the posting. 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.

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

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

D. 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.

E. 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.

ARTICLE X - VACANCIES - PROMOTIONS - TRANSFERS (continued)

F. 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.

G. 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.

H. 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 responsibilities 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.

D. A teacher may send to the principal and/or request removal of a pupil from his class or classroom 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 each case the teacher will furnish the principal, as promptly as his teaching obligations will allow, but in no event later than the close of the school day, a signed statement containing the full particulars of the incident.

ARTICLE XI - PROTECTION OF TEACHERS (continued)

E. A teacher shall, at his request, be entitled to the presence of an Association representative when called to the office of an administrator for the intended purpose of being officially reprimanded or disciplined regarding any infraction of rules or delinquency in teaching 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, provided that the principal in any and all instances may also request that the Association representative be present on any disciplinary matter.

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 before 7:00 o'clock A.M. Teachers shall be informed of a telephone number they may call before this hour to report unavailability for work.

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, father-in-law, brothers, sisters, grandmothers and grandfathers.

2. A maximum of two (2) days per school year for a death outside the immediate family when approved by the superintendent or by the principal if the superintendent cannot be reached.

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. At the beginning of every school year, each teacher shall be credited with one (1) day to be used for the teacher's personal business. A personal business day may be used at the discretion of the teacher provided that the personal business for which the leave is granted cannot be conducted on other than a school day. A teacher

Leaves of Absence, cont.

planning to use a personal leave day shall notify his principal at least one day in advance, except in cases of emergency. Personal leave under this paragraph shall not be granted with pay any day which falls within two (2) days from the beginning or from the end of any holiday or school vacation period except in cases of emergency. The Association shall be responsible for deciding whether or not it was an emergency.

8. A maximum of four (4) 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 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, if available.

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

LEAVES OF ABSENCE (Con't)

regular salary increment during the period of absence shall be allowed.

3. A maternity leave shall be granted without pay, commencing at a time determined by the expectant mother. Those that desire to be employed beyond the fifth (5) month of pregnancy shall furnish her attending physicians statement giving her expected date of delivery and a date up to which she may be employed. 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, providing that no such leave shall exceed (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 leave 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)

LEAVES OF ABSENCE (con't)

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 leaves 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.

F. The President of the Association, or his designate, shall be permitted to take the equivalent of no more than one-half ($\frac{1}{2}$) school day per week for Association business. The E.R.E.A. will reimburse the school district the salary of the substitute for said engaged person.

ARTICLE XIV - GRIEVANCE PROCEDURES

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, or representative of the Association, having such a grievance shall 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:

a. Step One - Appeal to the Principal

- (1) The grievance shall be reduced to writing within five (5) days of the informal discussion with the principal, signed by the teacher or teachers involved and by the Association Building Representative, and submitted to the Building Principal.
- (2) The written grievance shall specify the facts giving rise to the grievance, the article and section of this Agreement allegedly violated or the Board rule or regulation allegedly violated, the time and place of the informal discussion with the building principal, and relief requested.
- (3) The building Principal shall submit and answer in writing within five (5) school days of his receipt of the written grievance. One (1) copy of his decision shall go to the grievant and one (1) to the Association Building Representative.

b. Step Two - Appeal to the Superintendent

- (1) Within five (5) school days after receiving the decision of the Principal, the aggrieved teacher may appeal to the Superintendent of Schools. The appeal shall be in writing and shall contain the reasons for the appeal.
- (2) Within ten (10) school days after receipt of the appeal, the Superintendent shall investigate the grievance, including giving the aggrieved teacher and Association 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 Association Representative, and the school Principal.

c. Step Three - Appeal to the Board of Education

- (1) 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,
- (2) Within thirty-one (31) calendar days after receipt of the appeal, the Board shall investigate the grievance, including the aggrieved teacher and give an Association Representative a reasonable opportunity to be heard, and render its decision in writing. A copy of the Board's decision in writing, shall be delivered to the teacher involved, to the Association Representative, and to the school Superintendent.

d. Step Four - Appeal to Arbitration

- (1) If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific article and section of this agreement the Association or the Board may, within five (5) calendar days after the decision in Step Three is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violations of a specific Article and Section of this Agreement may be processed through Step Three, but will not be arbitrable.
- (2) The Submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific Article and/ or Section allegedly violated. Parties shall attempt, with ten (10) calendar days after the receipt of notice of submission, to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.
- (3) It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in writing, setting forth his findings and conclusions in a case of an alleged violation of a specific article and section of this agreement.
 - (a) He shall have no power to add to, or subtract from, alter, or modify any of the terms of this Agreement.
 - (b) He shall have no power to rule on any matter involving the failure to re-employ a probationary teacher or the placing of a teacher on a third year of probation, nor shall he rule on a matter involving the assignment of a teacher to a co-curricular pay schedule activity.

- (4) At the time of the arbitration hearing, both the Board and the Association shall have the right to examine and cross examine witnesses. Upon request of either the Board or the Association, or the Arbitrator, a transcript of the hearing shall be made. The Board and the Association will have the opportunity to purchase their own copy. At the close of the hearing the arbitrator shall afford the Board and the Association a reasonable opportunity to furnish briefs.
- (5) The fees and the expenses of the Arbitrator and the fees and expenses of the arbitration, including the expense of a transcript if any shall be shared equally by the Board and the Association. The expenses of, and the compensation for, each and every witness and representative for either the Board or the Association shall be paid by the party producing the witness or having the representative.
- (6) The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by the Agreement, shall be final and binding upon the Association.

D. Processing of Grievance and Appeals:

Any grievance or any appeal of any grievance not properly processed within the proper time periods as stipulated in this Article shall be considered settled on the basis of the last answer given by the respective school authority. Notwithstanding anything herein, all grievances must be reduced in writing within five (5) days after the informal discussion with the Principal.

E. Grievances arising under this Article shall be processed during non-teaching hours unless mutually agreed otherwise.

F. No grievance shall be filed by any teacher after the effective date of his resignation.

G. The following matters shall not be the basis of any grievance filed under the procedure outline in this Article:

(a) The termination of services or failure to re-employ any probationary teacher.

(b) The placing of a non-tenure teacher on a third year of probation.

(c) 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 Teacher's Tenure Act (Act 4, of Public Acts, Extra Session, of 1937 of Michigan, as amended.)

(d) Assignment or re-assignment of the co-curricular schedule.

- H. There shall be one (1) Association Representative for every high school, Intermediate school and grade-school building.
- I. Notwithstanding anything herein, all grievances must be reduced to writing within fifteen (15) days after the occurrence of the alleged violation.
- J. Claims involving financial liability will be limited in retroactivity to a period of fifteen (15) days from the date on which the grievance was filed, except in the case of a payroll error or in bona fide cases where affected individuals could not have had knowledge of the cause for complaint.
- K. During the term of this Agreement, the Association shall not authorize, cause, engage in, or sanction any strike picketing, sanction, or refusal to perform the duties of employment by any teacher of teachers and no teacher shall cause or participate in a strike, picketing, or refusal to perform the duties of his or her employment.

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.

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.

ARTICLE XVIII - REDUCTION OF STAFF

A. In the event that the Board decides to reduce the number of employees through layoff of employment, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate a position or positions, the Board shall lay off last those teachers with permanent or life teaching certificates having longest service in the district and who are qualified to teach the positions remaining. Qualified teachers are those who meet the North Central Association guidelines in grades 7-12 and those teachers in elementary who are certified for elementary classes. In cases where teachers are equally qualified and have the same number of years in the system the Board shall have the right to determine who is laid off, provided however such action shall not be contrary to the priorities established under the Tenure Act. The Board shall give seven (7) or more calendar days notice of such layoff to the Association and to the employees involved.

B. Layoff pursuant to this article shall terminate the individual employment contract to all non-tenure teachers so discharged and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits to any tenure teacher so discharged, under the teacher's individual employment contract or under this collective bargaining agreement.

C. The Board shall have no obligation to rehire any non-tenure teacher laid-off pursuant to this article.

D. Tenure teachers shall be recalled in the opposite manner as described in Paragraph A for layoff.

ARTICLE XVIII - REDUCTION OF STAFF continued

E. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his last known address. It shall be the responsibility of the teacher to notify the Board of any change in address. The teacher's address as it appears in the Board's records shall be conclusive when used in connection with layoffs, recall, or any other notice to the teacher. If a teacher fails to report for work within five (5) calendar days from the date of receipt of the letter of recall or 30 days after mailing of recall, unless an extension is granted in writing by the Board, said teacher shall be considered a voluntary quit and shall thereby completely terminate his individual employment contract and any other employment relationship with the Board.

ARTICLE XLIX - MISCELLANEOUS PROVISIONS

- A. The Board will continue to endeavor to maintain an adequate list of substitute teachers.
- B. 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 plant facilities.
- C. 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.
- D. The copies of the Agreement that are presented to the teachers shall have all pages numbered, a table of contents, and an index.

ARTICLE XX - SCOPE OF AGREEMENT

A. This Agreement shall be binding upon all teachers in the bargaining unit as defined in Article I of this Agreement, upon the Association, and upon the Board. (In the event that any provision of any individual contract with any teacher within the bargaining unit is found contrary to any provision of this agreement, the provision of this agreement shall prevail and supercede such contrary provision in the individual contract.)

B. This Agreement supercedes and cancels all previous agreements, verbal or written, or based on alleged policies or practices, between the Board and its teachers or the Association, and constitutes the entire agreement between the parties. The binding contract between the Board and the Association shall be the one signed by the respective officers of the Board and the Association.

C. 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 the negotiations. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties may be subject to negotiations between them from time to time during the period of this agreement. Such negotiations shall commence only upon mutual consent of both parties.

D. The waiver of any condition or breach of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

E. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and

ARTICLE XX - SCOPE OF AGREEMENT continued

obligations of the Board, the Association and the teachers of the bargaining unit, and in the event that any provision or provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all provisions of this Agreement shall continue in effect.

F. Any amendment or agreement supplemental to this Agreement shall not be binding upon either party or the teachers in the bargaining unit unless negotiated, ~~executed~~ executed in writing and ratified by both parties hereto.

ARTICLE XXI TEACHER EVALUATION

- A. Prior to March 1, of each school year, the building principal or his designee, shall conduct a minimum of two formal evaluations of each probationary teacher.
- B. Within two (2) school years, the building principal, or his designee, shall conduct a minimum of one formal evaluation of each tenure teacher.
- C. Upon the request of the teacher evaluated, the building principal shall meet with the teacher to discuss the evaluation.
- D. Each formal evaluation shall include a thirty (30) minute observation.
- E. The formal evaluation form to be used is attached hereto as Appendix B.
- F. A teacher shall receive a copy of the evaluation and shall have the right to make comments in response to the evaluation. Said comments, if made, will be attached to the building principal's or his designee's form.
- G. It is understood that the contents of the evaluation, and the methods used is within the sole discretion of the building principal or his designee and shall not be subject to the grievance procedure or arbitration.
- H. The failure to make an evaluation on the form attached hereto and/or the refusal to meet and discuss the evaluation upon the teacher's request, are the only items subject to the grievance procedure or arbitration under this Article.

ARTICLE XXII - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1972, and shall continue in effect for one (1) year until June 30, 1973, except that the pay schedule for Driver Education shall be effective as of September 1, 1972 and shall continue in effect for one (1) year, until August 31, 1973. Negotiations for a new contract to immediately succeed this agreement will begin on March 1, 1973. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Signatures

BOARD OF EDUCATION
EATON RAPIDS PUBLIC SCHOOLS

By _____
President

By _____
Secretary

EATON RAPIDS EDUCATION
ASSOCIATION

By _____
President

By _____
Secretary

SCHEDULE A - TEACHER SALARY SCHEDULE 1972-73

| Years of Experience | B.A. Degree | B.A. Degree + 20 | M.A. Degree | M.A. Degree + 30 |
|---------------------|-------------|------------------|-------------|------------------|
| 0 | 7986 | 8250 | 8514 | 9041 |
| 1 | 8324 | 8598 | 8873 | 9421 |
| 2 | 8672 | 8957 | 9242 | 9812 |
| 3 | 9041 | 9326 | 9632 | 10,223 |
| 4 | 9421 | 9717 | 10,033 | 10,656 |
| 5 | 9812 | 10,128 | 10,455 | 11,099 |
| 6 | 10,223 | 10,550 | 10,888 | 11,563 |
| 7 | 10,656 | 10,993 | 11,341 | 12,048 |
| 8 | 11,099 | 11,447 | 11,816 | 12,555 |
| 9 | 11,563 | 11,922 | 12,312 | 13,082 |
| 10 | 12,460 | 12,839 | 13,251 | 14,074 |
| 11 | 12,983 | 13,378 | 13,808 | 14,665 |

EVALUATION FORM CO-CURRICULAR PAY SCHEDULE 1972-73

| | | | |
|-----------------------------------|-----|---|-----------------|
| Athletic Director- - - - - | 12% | Audio-Visual - - -1 hour released time | |
| Intermediate A.D. - - - - - | 8% | Band - - - - - | -10% |
| Football: Varsity Head- - - - - | 12% | Ass't Band- - - - - | 6% |
| Assistant - - - - - | 8% | Vocal Music-Secondary- - - - - | 3% |
| Jr. Varsity - - - - - | 8% | Cheerleading-Varsity - - - - - | 3% |
| Freshman- - - - - | 6% | Jr. Varsity - - - - - | 3% |
| Intermediate- - - - - | 4% | 9th Grade - - - - - | 3% |
| Basketball: Varsity Head- - - - - | 10% | 8th Grade - - - - - | 3% |
| Jr. Varsity - - - - - | 6% | 7th Grade - - - - - | 3% |
| Freshman- - - - - | 4% | Debate - - - - - | 3% |
| Intermediate- - - - - | 4% | Dramatics-3% ea. play, limit 3 plays | |
| Sixth Grade - - - - - | 2% | Elementary Safety Patrol Sponsor - - | 4% |
| Fifth Grade - - - - - | 2% | Forensics- - - - - | 3% |
| Cross Country- - - - - | 6% | Intermediate News- - - - - | 2% |
| Track: Varsity Head | 7% | Bark - - - - - | 4% |
| Assistant - - - - - | 4% | Yearbook - - - - - | 8% |
| Intermediate- - - - - | 4% | Class Advisors: | |
| Baseball: Varsity Head- - - - - | 7% | Freshman-Sophmore (2 ea.) | 2% |
| Junior Varsity- - - - - | 4% | Junior-Senior (3 ea.) | 4% |
| Freshman- - - - - | 4% | Summer Positions | |
| Wrestling: Varsity Head- - - - - | 10% | CAC Director---\$70.00 per week | |
| Ass't or J.V. - - - - - | 4% | Driver Education---\$6.00 per hour | |
| Golf - - - - - | 6% | Administratively scheduled part-time | |
| Tennis - - Varsity - - - - - | 6% | Prof. Services Hourly--\$6.00 per hour | |
| Jr. Varsity - - - - - | 4% | Administratively Scheduled Full-Time | |
| Girls Athletic Coach - - - - - | 10% | Prof. Services Daily Prorated Base Salary | |
| | | Adult Education- - - - - | \$7.50 per hour |

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.

A teacher who accepts an additional instructional class hour period beyond the normal load defined in Article VIII Section B within the teachers work day shall be compensated for said duties according to the formula.

18% of his normal teaching salary x number of additional class periods taught.

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 will, at any time, upon qualifying for a new salary step, due either to degree and/or hours, or to years of experience, advance to the appropriate salary step at the beginning of the next semester.
5. Prorated salaries will be determined by dividing the annual base pay by the number of teacher work days.
6. 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 1973.
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.

APPENDIX A - Calendar

August 24, 1972 - - - - - New Teachers Report
August 25, 1972 - - - - - New Teachers Report
August 28, 1972 - - - - - All Teachers Report
August 29, 1972 - - - - - K-12 students report to classes
September 4, 1972 - - - - - Labor Day--No School
November 2, 1972- - - - - No school (K-6 parent-teacher
conference, 7-12 open house from
1:00 - 9:00 p.m.)
November 3, 1972- - - - - No School (K-6 parent-teacher
conferences, 7-12 inservice training)
November 23,24, 1972- - - - - No school (Thanksgiving Recess)
December 22, 1972 - - - - - Christmas Recess begins (3:30 p.m.)
January 8, 1973 - - - - - School reconvenes
January 17, 18, 19, 1973- - - - - Half days for students (end of
2nd 9 week term)
March 22, 23, 1973- - - - - No School (K-6 parent-teacher
conference, 7-12 inservice training)
April 19, 1973- - - - - Easter recess begins (3:30 p.m.)
April 30, 1973- - - - - School reconvenes
May 28, 1973- - - - - No School (Memorial Day)
June 6, 7, 8, 1973- - - - - Half days for students (end of 4th
9 week term)

Three teachers from each secondary building will meet with the principals of each of these buildings and the superintendent no later than October 1, 1972 for planning of the inservice days.

A minimum of \$1,000 shall be budgeted by the Board for inservice days for the school term.

APPENDIX B

EATON RAPIDS PUBLIC SCHOOLS
Eaton Rapids, Michigan

PRINCIPAL'S AND TEACHER'S REPORT ON TEACHER GROWTH

Teacher's Name _____

Building _____ Date _____

Principals & Teachers are to use this Report for the purpose of evaluation and self-evaluation. Evaluation of instruction is an on-going process, designed to promote teacher growth and consequently, a higher level of instruction for the students of this school district.

The observation of classroom performance is not to be considered the only basis upon which a teacher is evaluated. But, as is covered in the Report, all aspects of a teacher's performance are considered.

EATON RAPIDS PUBLIC SCHOOLS

PRINCIPAL'S and TEACHER'S REPORT ON TEACHER GROWTH

Name _____ Building _____ Date _____

Status: Probation year 1 2 3 on tenure

Date of last classroom visit _____

"O"= Principal's Evaluation

"X"= Teacher's Evaluation

Consult A GUIDE FOR EVALUATION OF PROFESSIONAL GROWTH FOR TEACHERS for directions to complete this report.

1. PERSONAL QUALIFICATIONS

- 1. Exemplifies professional point of view
- 2. Evidences social sensitivity and responsibility
- 3. Has insight into self as a teacher
- 4. Shows evidences of mature behavior and emotional stability
- 5. Listens to, interprets, and uses ideas of specialists and others
- 6. Respects the worth of individuals
- 7. Is dependable
- 8. Works harmoniously with member of school staff, including non-certificated personnel
- 9. Has physical stamina
- 10. Maintains appropriate grooming, dress, posture
- 11. Balances work load

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COMMENTS:

11. RELATIONSHIPS WITH CHILDREN

- 12. Maintains consistent and reasonable control
- 13. Provides a natural, livable atmosphere of controlled freedom in the classroom
- 14. Meets the basic needs of children
- 15. Develops ethical, spiritual and moral values
- 16. Reflects democratic values
- 17. Provides for individual differences
- 18. Develops desirable inter-personal relations
- 19. Develops ability of children to enjoy humorous situation

| | 1 | 2 | 3 | 4 | 5 |
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COMMENTS:

111. EFFECTIVENESS IN DEVELOPING LEARNING EXPERIENCES

- 20. Indicates awareness of objectives of teaching
- 21. Applies sound psychological principles of learning to motivate work
- 22. Takes responsibility for planning
- 23. Achieves quality of learning experiences
- 24. Effectively promotes growth in oral communication
- 25. Effectively promotes growth in written expression
- 26. Arranges physical environment for effective learning
- 27. Utilizes instructional material well
- 28. Assures sequential development of learning experiences
- 29. Promotes integration of learning experiences
- 30. Evaluates regularly

| | 1 | 2 | 3 | 4 | 5 |
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COMMENTS:

IV. RELATIONSHIP WITH THE COMMUNITY

- 31. Extends class activities to school community so that interaction is mutually beneficial
- 32. Utilizes community to enrich children's learning
- 33. Guides school work toward understanding community
- 34. Encourages parent cooperation

| | 1 | 2 | 3 | 4 | 5 |
|--|---|---|---|---|---|
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COMMENTS:

RECOMMENDATION:

Signature of Teacher

Signature of Principal

Date

Date