

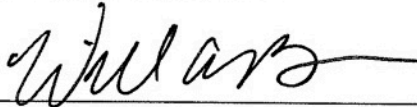
**LETTER OF AGREEMENT #6  
BETWEEN  
GRAND LEDGE PUBLIC SCHOOLS  
AND  
EATON COUNTY EDUCATION ASSOCIATION/  
GRAND LEDGE EDUCATION ASSOCIATION, MEA/NEA**

**Re: Teacher Discipline**

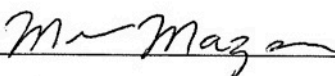
1. This Letter of Agreement is developed, approved and executed between the Grand Ledge Public Schools Board of Education (the "District") and the Eaton County Education Association/Grand Ledge Education Association, MEA/NEA (the "Association") to agree on terms and conditions of evaluation of teachers.
2. Discipline is defined as oral warning, written warning, written reprimand, suspension without pay, and termination of employment for misconduct, insubordination, incompetence / poor performance, or dereliction of duty. Non-renewal of a probationary teacher's contract in accordance with the tenure act is not discipline.
3. Teachers may be disciplined for a reason that is not arbitrary and capricious, which means that the district must provide a reasoned explanation for the disciplinary action that is supported by evidence.
4. The District shall offer Association representation during a meeting that could result in discipline. If an employee is offered representation and declines, they may request representation at any time. The Association Representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed (as defined below). The meeting will be rescheduled within two school days, or seven calendar days if it falls during summer break.
5. The district may in its discretion investigate complaints submitted against a teacher. If the matter is investigated, the teacher will receive notice of the allegations against the teacher and an opportunity to respond to the allegations. If disciplinary action is taken, it must be in writing and retained in the teacher's personnel file. The teacher may submit a rebuttal statement to the discipline. The complaint will not be put in the personnel file unless it is directly related to discipline.
6. The district will implement discipline that is proportionate to the seriousness of the misconduct. Before issuing discipline, the district will conduct an investigation of the alleged misconduct, and the employee will have an opportunity to respond to the allegation(s). A disciplinary decision must be supported by a preponderance of the evidence. The discipline must be progressive in nature and have a rational relationship to the established misconduct or inappropriate behavior. The district will consider the time between disciplinary actions when implementing discipline.
7. Discipline that is four years or older will not be considered for disciplinary action unless it is unprofessional conduct.

8. In the event a bargaining unit employee is disciplined and the nature of the event does not fall within the evaluation tool parameters, it will not be added to the evaluation.
9. Discipline within and across buildings shall be consistently applied unless a reasoned explanation supports a different disciplinary action or no disciplinary action.
10. Any discipline can be appealed to the HR Director. If the appeal to the HR Director is unsatisfactory, then the teacher may apply the grievance procedure. Probationary teachers may only escalate the issue up to level 3 (mediation). Tenured teachers may escalate the issue up to level 4 (arbitration) unless it falls under the tenure act.
11. Tenured teachers must bring any appeal of disciplinary action that constitutes a demotion or discharge under the tenure act through the procedure established under the tenure act.
12. Article 1.3 Grievance Procedure Section C, f.  
 Replace Level 3: Arbitration with Level 3: Mediation - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made by the superintendent in the time provided, the Association will submit the grievance to mediation through the Michigan Employment Relations Commission or another mutually acceptable forum for alternative dispute resolution.  
  
 Move Arbitration to Level 4. Level 4: Arbitration – If the Association is not satisfied with the disposition of the grievance at Level Three (Mediation), or if no disposition is made in the period above provided, the Board shall be notified in writing by the Association within five (5) days that arbitration of the grievance is necessary. If the parties cannot mutually agree upon an arbitrator within fifteen (15) days of notice to arbitrate, he/she/they shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.
13. If a personnel file is FOIA'ed, then the district will notify the employee and the Association that the FOIA was received.
14. Discipline that is four years or older (other than unprofessional conduct) will be temporarily removed from the file prior to disclosure under FOIA, as permitted by law.
15. This letter of agreement shall become effective upon the execution by the District and the Association. It is expressly understood and agreed that this Letter of Agreement does not establish a binding working condition, or obligation of either party after June 30, 2028 at its term shall expire on that date.

**GRAND LEDGE PUBLIC SCHOOLS  
BOARD OF EDUCATION**

By:   
 Its: Superintendent  
 Date: 8/27/24

**EATON COUNTY EDUCATION  
ASSOCIATION/GRAND LEDGE  
EDUCATION ASSOCIATION**

By:   
 Its: President  
 Date: 8/29/24