

MEMA
1216 HENDALE
E. Lans., Mi. 48824

ARTICLE I.

Recognition

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A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, but excluding supervisory and executive personnel and office and clerical employees. The term teacher, when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of this Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the first three pays of such teachers and remitted to the Association.

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

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ARTICLE II.

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that professional personnel of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, and the Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE III.

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to co-operate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event salary considerations are reopened for negotiation, by either party, as provided elsewhere in this Agreement, such negotiations will be applicable to the next budget year. At least sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of 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.

D. If the need for mediation is present, during negotiations, the following steps shall be followed:

1. At least one negotiating meeting shall be recessed by both parties concerned--as a "cooling off" period, prior to taking mediation steps.
2. Mediation from local community be chosen by both parties concerned.
3. A referee, who will act as chairman, be chosen. Further, that the selection of said referee be mutually agreeable to both parties.
4. If local community mediation breaks down, help from the state level shall be called upon for helping to resolve the differences between both parties.

ARTICLE IV.

Teaching Hours

A. The Board recognizes the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building.

B. All teachers shall be entitled to a duty-free lunch period.

ARTICLE V.

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building of the district. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen days.

B. Any teacher may apply for such vacancy. In filling such vacancy, 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 of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be

substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE VI.

Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article V.

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

ARTICLE VII.

Leaves of Absence

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

B. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

1. Each teacher should be allocated two paid "personal days" per year.
2. "Personal days" are not to be accumulative.
3. "Personal days" are to be considered separate and distinct from sick day allowance.
4. Request for a personal leave day should be made in advance and must be approved by the superintendent.

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

1. A maximum of five days per school year for a death in the immediate family.
2. Absence when a teacher is called for jury service. Amount of fee paid to teacher for jury duty to be deducted from his salary.
3. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding.
4. Approved visitation at other schools or for attending education conferences or conventions including Association meetings.
5. Time necessary to take selective service physical examination.

D. Leaves of absence without pay shall be granted upon application for the following purposes:

1. Study related to the teacher's licence field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed upon satisfactory completion of Items 1, 2 and 3 above.

E. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within five years.

F. Leave of absence will be granted of up to two years to any teacher who joins the Peace Corps in a related field as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary considerations set forth elsewhere in this Agreement.

G. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank with regular increment increases to continue for two years and leave to continue for five years.

H. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States.

Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school.

I. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.

ARTICLE VIII.

Sick Leave

A. Sick leave allowance shall be 10 days per year, accumulative to 60 days. A maximum of one day of sick leave may be used for each funeral if prior arrangements are made with the principal.

B. Credit for experience in other school systems up to 5 years at prevailing salary may be paid to incoming teachers for 1966-67, and additional years up to 10 for 1967-68. Up to five years credit to be given to present teachers whose salaries are out of line with our present salary schedule.

C. Sabbatical leave in accordance with Section 335 of the 1959-60 revision of the School Code of 1955.

D. Staff teachers substituting during planning period shall receive compensation at the rate of \$5.00 per class period.

E. Health insurance as a fringe benefit cannot be considered; however, in accordance with the suggestion of your committee, insurance would be taken care of by the district, for those teachers who so desire, upon the acceptance of a lesser contract than provided for in the salary schedule to the extent of the cost of the insurance premium.

F. Any change in degree status must be made prior to the Friday following Labor Day.

ARTICLE IX.

Professional Compensation

A. Salary schedule shall be as follows:

	<u>B.A.</u>		<u>M.A.</u>		<u>No Degree</u>
Starting	\$5300.	100%	\$5724.	108%	\$5000.
1st Step.	5512.	104%	5936.	112%	5100.
2nd Step.	5724.	108%	6148.	116%	5200.
3rd Step.	5936.	112%	6360.	120%	5300.
4th Step.	6148.	116%	6572.	124%	5400.
5th Step.	6330.	120%	6784.	128%	5500.
6th Step.	6625.	125%	7049.	133%	5600.
7th Step.	6890.	130%	7314.	138%	5700.
8th Step.	7155.	135%	7579.	143%	5800.
9th Step.	7420.	140%	7844.	148%	5900.
10th Step.	7685.	145%	8109.	153%	6000.

B. Extra Duties:

Football

Head	\$500.
Asst.	350.
J.V.	350.
Asst. JV.	350.

Basketball

Head	\$500.
J.V.	350.
Frosh.	350.
Jr.High	350.

Cheerleading

Varsity/JV.	\$100.
Frosh/Jr.Hi.	100.

Class Advisors (2 for each class)

Senior	\$ 90.
Junior	80.
Sophomore	70.
Freshman	60.

Ath. Director \$250.

<u>Golf</u>	250.
<u>Track</u>	350.
<u>Tennis</u>	250.
<u>Baseball</u>	350.

Year Book \$100.

Plays(Jr./Sr) \$100.

G.A.A. \$100.

ARTICLE X

Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school will be 25 teaching periods based on current length of periods and 5 unassigned preparation periods. The normal weekly teaching load in the junior high schools will be 25 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the elementary schools will be 30 teaching hours. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests

or is agreeable to such change.

ARTICLE XI

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to the following maxima:

- | | |
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| 1) Kindergarten | 22 pupils |
| 2) Elementary school grades | 25 pupils |
| 3) Special classes for handicapped
or mentally retarded | 15 pupils |

The maximum class per teacher in the secondary schools shall be as follows:

English	
Social Studies	
General Education	25 pupils
Mathematics	
Science	
Language	
Business	
Typing	30 pupils
Industrial Arts	20 pupils
Drafting	30 pupils
Vocational Shops	20 pupils
Homemaking	20 pupils
Art	25 pupils
Health Education	40 pupils
Hygiene	25 pupils

B. The Board shall furnish gym uniforms for all physical education teachers, and smocks for art teachers, home economics, manual training and chemistry teachers.

C. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teachers use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

D. Telephone facilities shall be made available to teachers for their reasonable use.

E. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board so long as his conduct does not effect to end the teacher's good relationship with the community.

F. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color

or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE XII

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give effective support and assistance to teachers through administration with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students not to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

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

C. If any teacher is complained against and sued by reason

of disciplinary action taken by the teacher in accord with school policy against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, unless the teacher is found guilty by court of law.

E. The Board will reimburse teachers for any damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises due to administering disciplinary action.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XIII

Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers of the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent

of schools when the particular grievance arises in more than one school building.

B. Within five days of receipt of the grievance the designated representative of the Board shall meet with the Association representative in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directed to the Superintendent he shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board with a statement of reasons why it is being disapproved.

C. Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 31 days after its submission to the Board.

D. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he

shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

E. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this article first to be presented to the principal for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of principals in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE XIV.

School Calendar

A. School shall not begin nor teachers asked to come to school before the first Tuesday following Labor Day.

B. In no event shall the school year exceed 181 membership days.

ARTICLE XV.

Duration of Agreement

This agreement will be effective at the time of ratification until the 30th day of June, 1967.