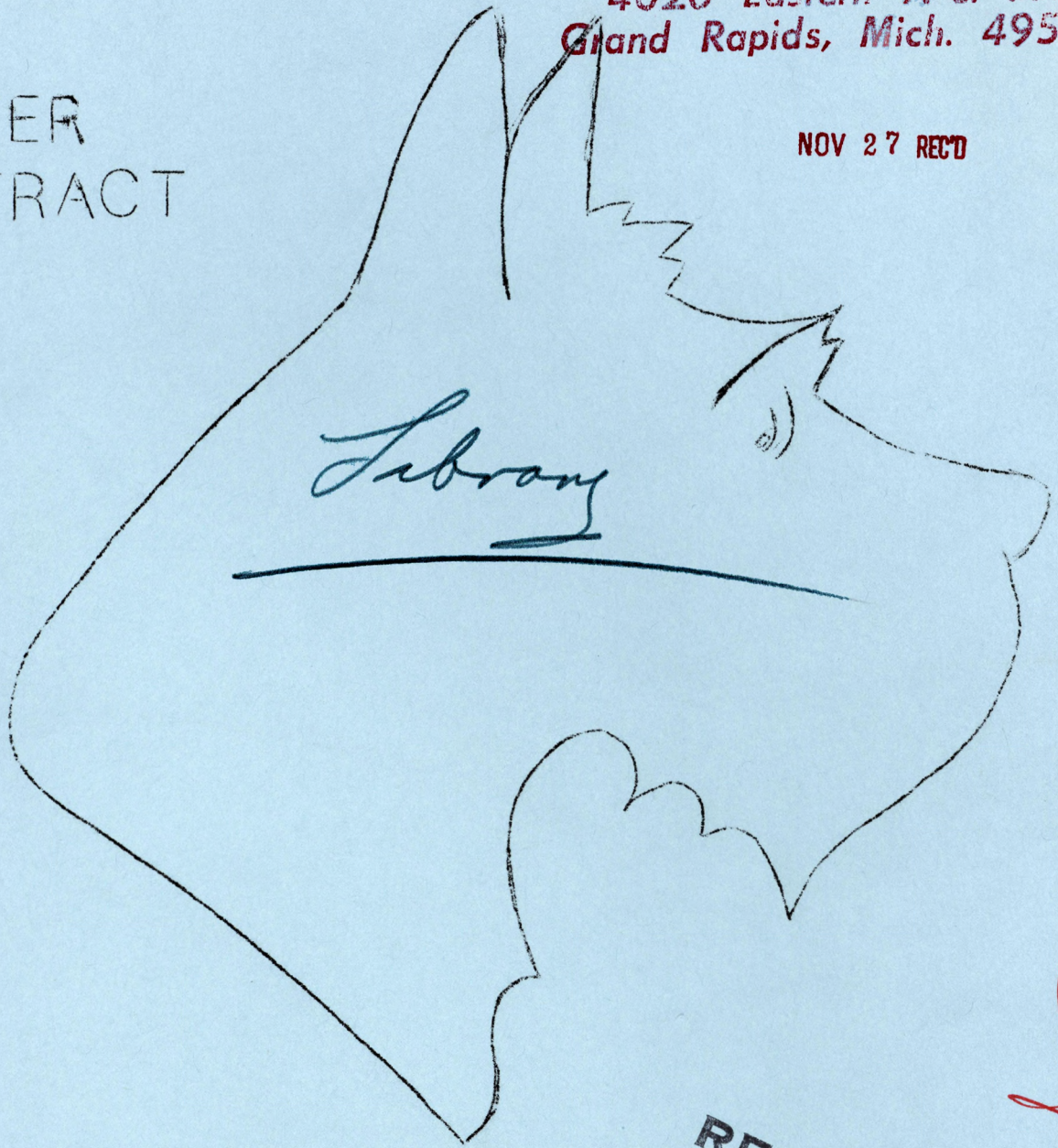


9 Kent

MEa AREA OFFICE
REGION 9
4020 Eastern Ave. S.E.
Grand Rapids, Mich. 49508

MASTER
CONTRACT

NOV 27 REC'D



Caledonia Bd of Ed.

RECEIVED (2)

DEC 10, 1968

OFFICE OF
PROFESSIONAL NEGOTIATIONS

between

CALEDONIA EDUCATION ASSOCIATION

AND

CALEDONIA BOARD OF EDUCATION

M.e.a.

1216 Kendale 1968-1969

E. Lans., Mi.

418823

TABLE OF CONTENTS

Agreement		page 1
Article I	Recognition	page 1 and 2
Article II	Teacher Rights	page 2 and 3
Article III	Board of Education Rights	page 3 and 4
Article IV	Study Committees	page 4
Article V	Negotiation Procedure	page 4 and 5
Article VI	Teaching Hours and Class Loads	page 5 and 6
Article VII	Vacancies, Promotions and Transfers	page 6 and 7
Article VIII	Protection of Teachers	page 7, 8, 9
Article IX	Leaves of Absence	page 9, 10, 11
Article X	Sick Leave and Other Benefits	page 11, 12
Article XI	Teaching Conditions	page 12, 13, 14
Article XII	Professional Grievance Procedure	page 14, 15
Article XIII	Mediation and/or Arbitration of Grievances	page 15, 16
Article XIV	Professional Compensation	page 17, 18
Article XV	School Calendar	page 19
Article XVI	Duration of Agreement	page 20

MASTER CONTRACT
CALEDONIA EDUCATION ASSOCIATION
AND
BOARD OF EDUCATION

This agreement entered into this 11th day of November 1968 by and between the Board of Education of Caledonia Community Schools of Kent, Allegan and Barry Counties, hereinafter called the "Board" and the Caledonia Education Association, hereinafter called the "Association".

Witnesseth

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Caledonia community is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

Whereas, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain collectively with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to make a matter of record: It is 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 certificated classroom teachers, part-time teachers, substitute teachers, librarians and guidance counsellors under contract with the board, but excluding supervisory and executive personnel and office, clerical, maintenance and operating employees. Economic benefits applied to part-time teachers and substitute teachers will be clearly defined in subsequent articles. 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 a representative of 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 pay-roll deduction for 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 pay of such teachers and remitted to the Association. The Association agrees that the Board shall not be liable for funds deducted except to issue a check 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 laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that teachers 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 long as activities do not conflict with normal school routine and assigned duties. 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 lawful 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 teachers as well as itself appropriately to invoke the assistance of the State Labor Mediation Board.

C. Upon written request to the Superintendent or Principal the Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all type of audio-visual equipment. The Association shall pay for the cost of all materials and supplies incident to such use. If the activity is held when a custodian is not on duty, the Association shall pay for cost of same.

D. The Board agrees to make available to the Association, in response to a written request to the superintendent all available financial information in the form maintained by the Board and available to the constituents of the School District. Original records will not be removed from the office in which they are located.

E. The Association may use the intra school mail service and teacher mail boxes for communications to teachers.

F. Reduction in Personnel. Should substantial and unforeseen changes in student population or other conditions made necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with proper teacher certificates for the remaining teaching positions based first on teaching qualifications as determined by the administration and secondly on longest service in the district.

The Board will further use their efforts to assist all teachers terminated to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.

ARTICLE III

Board of Education Rights

A. The Board, on its own behalf and on behalf of the electors of the school 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/or the United States.

B. The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the School District of Caledonia, and that the Board has the necessary authority to discharge all of its responsibilities.

C. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, discipline, promotion and termination of teachers, and the establishment and revision of Rules and Regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided however, that no actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement.

D. Contrary to Law Provision. If any provision of this agreement or any application of the agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law.

E. The Board will not be responsible for purchases made by teachers unless issued on a school purchase order properly approved by authorized personnel.

ARTICLE IV

Study Committees

A. The Board and the Association recognize the valuable assistance to be gained from effective communication. There is hereby established a permanent "Professional Study Committee" (PSC) composed of six members, three of whom shall be highly qualified teachers selected by the Association, and three of whom shall be appointed by the Board. At least one member of the PSC as appointed by the Board shall be a board member.

B. The PSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.

C. The PSC shall have the power to appoint sub-committees composed of its members to study assigned areas such as any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions or educational policy and report these findings or recommendations to the PSC.

D. All reports of the PSC, including its recommendations, shall be submitted to all board members and the superintendent in writing.

E. The parties agree that the PSC, and its sub-committees, serve in an advisory capacity only and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

ARTICLE V

Negotiating Procedure

A. The contract incorporates negotiated agreements by the parties on all agreed issues which were subject of negotiation. Such negotiated items are not to be re-negotiated during the term of this contract. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. 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. 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. Neither party in any negotiations 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. While no final agreement shall be executed without ratification by the majority of the Association and the majority of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board, and/or the procedure described in Act 379 of the Michigan Public Act of 1965 will be followed.

ARTICLE VI

Teaching Hours and Class Loads

A. Teachers will be in their classrooms or their assigned locations (15) fifteen minutes before the opening of the pupils regular school day in the morning. During the school day teachers are expected to remain in their classrooms with their students as much as possible. Excessive deviation from the above rules except as outlined below or except as expressly approved by building principals is justification for disciplinary action. Teachers are encouraged to remain for a sufficient period after the close of the pupils school day to attend to those matters which properly require attention at that time, including consultation with parents when scheduled directly with the teacher except that on Fridays or on days preceding holidays or vacations, the teachers day shall end at the close of the pupils day.

Normal departure times: Elementary schools - 25 minutes after the close of the pupils day but not later than 3 P.M.

Junior and senior high: 20 minutes after the close of the pupils day but not later than 3:30 P.M.

Any teacher desiring to leave his assigned building prior to the completion of his daily schedule as set forth above, shall notify his immediate supervisor or his appointee.

The above mentioned normal departure times are not applicable when staff meetings are called.

B. The normal weekly teaching load in the Junior and Senior High School will be (25) teaching periods and (5) unassigned preparation periods. Assignments to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly load in the Elementary Schools will be (30) teaching periods.

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

D. Recess duties in elementary schools shall be assigned to teachers on a rotating basis.

E. All Junior and Senior High School teaching specialists such as music, art, laboratory sciences, speech therapists, and reading consultants shall have the same preparation time as other teachers in like schools. All Elementary teaching specialists will have relief time equal to that of other elementary teachers.

F. No departure from these norms, except in case of emergency shall be made 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 procedure hereinafter set forth.

G. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation of \$6.00 for each teaching period in excess of such norms. Staff teachers substituting during planning period shall receive compensation at the rate of \$6.00 per class period.

H. It is the responsibility of each individual teacher to accept extra duties normally associated with the teaching profession, i.e. attendance at staff meetings is compulsory.

I. Inasmuch as the pupil classroom teacher ration is an important aspect of an effective educational program and is directly related to the quality and volume of a teacher's work, it is agreed that the following limits on class size represent desired objectives insofar as possible. The utilization of facilities and personnel and the future planning of construction and staff recruitment shall be such as to move toward these objectives.

Elementary: K-2= 28. 3, 4, 5, 6 = 30.

If at any time it is found that a specified limit is exceeded by more than 10% then the involved principal, the involved teachers and Association representative, and the Superintendent's representative shall meet to plan means for relieving the situation. Any recommendations from the meeting will be submitted to the Board. It is the intent of the Board to maintain an equalized distribution of students in the classroom through busing and/or other means.

ARTICLE VII

Vacancies, Promotions and Transfers

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from the district without undue disruption to the existing instructional program. If the superintendent in his judgement so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.

C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association in writing and shall provide for appropriate posting of said vacancy in every school building in the district. Vacancies shall be filled on the experience, competency, and qualifications of all applicants. An applicant with less service in the district shall not be awarded such position unless his qualifications be substantially superior. "Service" in the district, for purposes of this agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, and shall include all periods when the teacher was on sabbatical or professional leaves of absence.

Teachers who desire to apply for such positions shall file their application promptly with the superintendent of schools. The superintendent will acknowledge in writing to the Association that said application was received.

D. The Board accepts the principle that new teachers will be properly certified in accordance with Michigan School Laws, (Act 287 of Public Acts of 1964) provided a satisfactory applicant is available at time of hiring.

E. The decision of the Board to the filling of such vacancies, as described in the preceeding paragraphs of this article, however, will be final.

ARTICLE VIII

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers 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 nor to be charged with responsibility for psycho-therapy. Whenever it appears to the classroom teacher and/or counselor; and in conjunction with the principal that a pupil or pupils 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. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such reasonable force as is necessary to protect himself from attack or to prevent injury to another student while acting in the line of duty while in the employ of the Board.

C. A teacher may exclude a pupil from one class meeting 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 such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.

E. Any case of assault upon a teacher while acting in the line of duty as an employee of the Board shall be promptly reported by 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.

F. 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. For clarification of approved disciplinary action see school board policy book paragraph C - Section VII.

G. In cases of an assault or injury inflicted by a student on a teacher while the teacher is acting in the line of duty as an employee of the Board, the time lost by the teacher shall not be charged against the teacher's sick leave, however, the teacher shall continue to be paid by the Board. When Workmen's Compensation is paid, the Board shall pay the difference between the sum and the teacher's regular salary at time of injury not to exceed three (3) years.

If a teacher is suspended in connection with disciplinary action taken by the teacher against the student as mentioned in this Article, the time lost by the teacher shall not be charged against the teacher's salary unless he was found guilty by a court of law or the suspension or discharge was upheld in other appropriate proceedings (such as tenure or grievance procedure).

H. 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.

The Board assumes no responsibility for lost or stolen property of teachers, nor does the board assume responsibility for teachers property damaged by vandalism.

Providing the Board has met the conditions set forth in this contract Article XI, Section C, 1 and 2.

Also, that any monies paid by the Board would be less any amount covered by personal insurance policy. (That is: No double compensation).

I. No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personal file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

J. The administration will prepare a written evaluation for all non tenure teachers approximately at the end of November, and February. This evaluation will be submitted to and discussed with the aforementioned probationary teacher for the purpose of giving that teacher an opportunity to correct those areas indicated on the evaluation. With the probationary teachers permission a copy of these evaluations shall be sent to the C.E.A. Tenure Committee.

In the event of a non tenure teacher's services are to be terminated he shall be notified in accordance with the tenure act.

ARTICLE IX

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. The teacher shall be entitled to return from such leave at any time within five years at the teachers salary increment level at time of leave. (No credit for experience given during leave).

B. Leaves of absence, with pay, shall be granted for the following reasons:

1. Each teacher may 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. Notification of a personal leave day will be made in advance to the principal.

5. A personal leave day requested for the day preceding, or the day following holidays or vacations, and the first and last days of the school year, shall be made in advance and must be approved by the principal.
6. The purpose of personal leave days is for conducting personal business which is impossible to transact on week-ends, after school hours, or during vacation periods and will not be used for recreational pursuits.

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 death in the immediate family. (parents, grandparents, children, grand children, brothers, sisters (in laws) spouses, or individual residing for an extended period in the household).
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 appearances as a witness in any case connected with the teacher's employment of the school or whenever said teacher is subpoenaed to attend any proceeding.
4. Administration approved visitation at other schools or for attending education conferences or conventions.
5. Time necessary to take selective service physical examination.
6. Leaves of absence up to five (5) days per injury or illness (to a member of a teacher's household) will be granted with pay chargeable against the teachers cumulative sick leave.
7. A total of four (4) persons one day each or 1 person for four (4) days leave per year will be granted to the C.E.A. for the purpose of attending State or Regional conferences of M.E.A. and/or C.E.A. oriented meetings provided three (3) days advance notice is given to the building administration.

The cost of substitute teacher's pay will be reimbursed to the school district by the C.E.A.

No time off from regular teaching hours will be granted for conducting local C.E.A. business.

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

1. Study related to the teacher's license 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, or 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 shall be entitled to return from such leave at any time within five years at the beginning of any school year or beginning of second semester, provided a suitable vacancy is available.

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 programs. Any period so served shall be treated as time taught for purposes of the salary considerations set forth elsewhere in this Agreement.

"Peace Corp service prior to becoming a teacher in the Caledonia system does not accrue toward salary level".

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 increments 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, or called to active duty while a member of the Reserve 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. The teacher shall be entitled to return from such leave at any time within two years at the beginning of any school year or beginning second semester, provided a suitable vacancy is available at teachers salary increment level at time of leave.

ARTICLE X

Sick Leave and Other Benefits

A. Sick leave allowance shall be 10 days per year with 180 days accumulation. A maximum of one day of sick leave may be used for each funeral if prior arrangements are made with the principal.

B. Teachers will be given full credit for experience in other school systems and will be paid at the salary level to which they are entitled based on their years in teaching when they obtain tenure in the Caledonia School System. Before receiving tenure in the Caledonia School system they may be given up to seven (7) years experience on the salary level.

Teachers presently hired for the 1968-69 school year are exempt from this condition.

C. Sabbatical leave may be granted at the discretion of the Board in accordance with Section 335 of the 1959-60 revision of the School Code of 1955.

D. Any change in degree status must be made prior to the Friday following Labor Day for first semester and the ninety-first day of school for the second semester.

E. Any teacher at his own discretion may relinquish any amount of his unused portion of sick leave days to another teacher whose accumulation is or will be depleted provided the recipients total accumulation of sick leave does not exceed 90 days if he/she has been in the Caledonia system 5 years or less and 180 days if he/she has been in the Caledonia system more than 5 years.

F. Any teacher who is absent as a result of an injury or disease compensable under Michigan Workmens Compensation Law and/or Federal Social Security laws shall receive from the Board the difference between disability benefits provided by Workmens Compensation and/or Social Security and the sick leave benefits herein provided.

G. Hospitalization and Insurance Benefits: The Board will pay \$9.30 per month for 12 months to each teacher. The teacher shall apply this to any board approved insurance programs. For 1968-69 Blue Cross-Blue Shield or M.E.A. Insurance Plans. (No teacher will receive the above amount in cash).

ARTICLE XI

Teaching Conditions

A. The Board recognizes that appropriate texts, library references, maps, and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard test and questionnaires, and similar materials are the tools of the teaching profession. Adequacies of these items are legitimate areas of study and recommendation to the Board by the Professional Study Committee. The Board will continue its efforts at all times to keep schools reasonably equipped and maintained with said types of equipment.

B. The Board agrees to make available adequate typing and duplicating facilities and clerical personnel to aid teachers in the preparation of instructional material.

C. The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space. (subject to inventory pending a planned purchasing schedule)
2. Suitable space for each teacher to store coats, over-shoes, and personal articles.

3. Adequate chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses the teacher is to teach.
5. A suitable Webster Teacher's Desk Dictionary in every classroom.
6. Adequate storage space in each classroom for instructional materials. (subject to inventory pending a planned purchasing program).
7. Adequate attendance books, paper, pens, chalk, erasers, and other such material required in daily teaching responsibility.
8. Gym uniforms and tank suits for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory or science teachers, shop coats for vocational and industrial education teachers. Proper laundering service for all of said items shall be provided without charge for the teacher.
9. Each building principal will develop a handbook to cover the teachers operating procedures; for that building. This handbook will be completed not later than the end of the first semester of the 1968-69 school year. These handbooks will be submitted to the superintendent and school board for their approval.

It is recommended that the principals consult with teachers to develop a workable handbook. Nothing in the handbook will be in violation of or in conflict with the master contract. The decision of the Board relative to the suitability of the handbook will be final.

D. The Board shall make available in each school adequate dining area, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings. Existing buildings that do not have adequate rooms are excluded from this paragraph.

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

F. Upon request of the Association, vending machines, providing there will be no cost to the Board or unless mutually agreed upon by both parties, shall be installed in the teacher's lounge and lunch-room areas. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose. Said scholarship fund shall be administered jointly by the Association and the Administration.

G. Whenever practical and possible adequate off street paved parking facilities shall be provided with an area assigned for teachers use.

H. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.

I. Teachers, other than newly-appointed and substitute teachers, will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 1.

ARTICLE XII

Professional Grievance 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 four days of receipt of the grievance the designated representative of the Board shall meet with the Association representatives in an effort to resolve the grievance. Affected teachers may or may not be represented 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 four days thereafter to approve or disapprove the grievance and he shall notify the Association in writing of his decision. If the grievance is transmitted directly to the superintendent, he shall have eight (8) 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 fifteen 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 thirty days after its submission to the Board.

D. In the event that there is a failure to appeal a decision at any level within ten days, said failure shall be deemed an acceptance of the decision at the level and further proceedings of the case shall be prohibited, unless a time limit is extended by mutual consent.

E. Any teacher for whom a remedy exists under the Michigan teacher Tenure Act shall process his grievance in accordance with the provision of that act, but the remedies under this article shall not be available to him.

F. 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 formal 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.

G. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XIII

Mediation and/or Arbitration of Grievances

A. A grievance based upon an event or condition which is not included in this Agreement which affects the welfare or condition of employment may be processed through the Board level but will not be subject to mediation or arbitration.

B. A grievance based upon improper application or interpretation of this Agreement may be processed through mediation and then through binding arbitration.

C. If a teacher does not file a grievance in writing with the principal or other designated Board representative within five (5) school days after occurrence of alleged violation, as outlined in "B" above, then the grievance shall be considered as waived.

D. Mediation

If the Board, the aggrieved teacher, and the Association shall be unable to resolve any grievance as mentioned in paragraph "B" above, it may within ten (10) days after the decision of the Board be appealed to Mediation and Fact Finding procedures established by Act 379, Public Act of 1965.

E. Arbitration

If the decision provided by the above procedure is not satisfactory to either party, the grievance as mentioned in paragraph "B" above may be submitted to arbitration within fifteen (15) days after receipt of the mediator's decision. An impartial arbitrator shall be promptly selected by the parties from a panel of five qualified persons prepared by the Michigan Labor Mediation Board in accordance with its procedures.

F. The power of arbitrator shall be limited to the interpretation or application of the express terms of this Agreement and he shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgement and discretion under law and this Agreement.

G. The decision of the Arbitrator if within the scope of his authority as set forth above shall be final and binding.

H. The costs of any arbitration under this Article shall be paid by the Board if the grievance is resolved in favor of the Association and by the Association if the grievance is resolved in favor of the Board. If said grievance is not resolved in favor of either party, the costs of arbitration shall be shared equally by both the Association and the Board.

ARTICLE XIV

Professional Compensation

A. Salary schedule shall be as follows:

Year	B.A.	%	M.A.	%	Non Degree
Start	\$6360.00	100.	\$6996.00	110.	\$5300.00
1st Step	6550.80	103.	7186.80	113.	5400.00
2nd Step	6773.40	106.5	7409.40	116.5	5500.00
3rd Step	6996.00	110.00	7632.00	120.0	5600.00
4th Step	7282.20	114.5	7918.20	124.5	5700.00
5th Step	7568.40	119.	8204.40	129.0	5800.00
6th Step	7886.40	124.	8522.40	134.	5900.00
7th Step	8236.20	129.5	8872.20	139.5	6000.00
8th Step	8617.80	135.5	9253.80	145.5	6100.00
9th Step	8999.40	141.5	9635.40	151.5	6200.00
10th Step	9381.00	147.5	10017.00	157.5	6300.00

B. Extra Duties: Based on percentage of base B.A. Salary.

Athletic Director	10.5%	\$667.80	Tennis-Varsity	5.%	\$318.00
Football			Golf-Varsity	5.%	\$318.00
Head Varsity	10.5%	\$667.80	G.A.A.Sponsor	3.5%	\$222.60
Assist.Varsity	7.5%	\$477.00	Cheerleading H.S.	3.5%	\$222.60
Head J.V.	7.5%	\$477.00	Cheerleading J.S.	3.%	\$190.80
Assist. J.V.	7.%	\$445.20			
Freshman	5.%	\$318.00	Band Director	8.%	\$508.80
Basketball			Choral Director	4.%	\$254.40
Varsity	10.5%	\$667.80	Yearbook Sr.Hi.	6.%	\$381.60
J.V.	7.5%	\$477.00			
Freshman	7.%	\$445.20	Jr. Play Coach	3.5%	\$222.60
8th grade	3.5%	\$222.60	Sr. Play Coach	3.5%	\$222.60
7th grade	3.5%	\$222.60	Newspaper-Annual		
Track			Jr.	3.%	\$190.80
Varsity	7.%	\$445.20	Safety-Spon.Elem	2%	\$127.20
Assist.	5.%	\$318.00	Sr. Class Spon.each		\$ 90.00
Baseball			Jr. Class Spon. each		\$80.00
Varsity	7.%	\$445.20	Soph Class Spon. each		\$70.00
Assist.	5.%	\$318.00	Fresh Class Spon. each		\$60.00
Wrestling					
Varsity	7.5%	\$477.00			

Substitute pay \$22.50 per day.

B. 1. Extra duty pay:

The extra duty pay schedule as covered in this article does not commit the board to continuing all of these extra duty activities. The board reserves the right to approve or disapprove a specific extra duty activity.

Extra duty index would be increased 1/2% for those teachers serving the 3rd year or more years in that position in the Caledonia system.

C. Teachers shall receive extra compensation in the amount of \$50.00 for each 2 semester hours or equivalent in term hours from September 1st 1968 to August 31, 1969 of graduate study credits successfully completed. The amount shall be paid upon proof of successful completion of credits. To an upper limit of \$75.00 per teacher.

D. Driver Education

Driver Education coordinator \$150.00 per year.

Instructors rate: 1st year \$4.00 per hour
2nd year \$4.15 per hour
3rd year or more \$4.25 per hour

Above rates apply to instruction in driver education. These rates are based on 30 hours of class work and 6 hours of road work per student.

ARTICLE XV

Proposed 1968 - 1969 School Calendar

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

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

C. The Board agrees to consult through its administrative staff with the Association on the school calendar, but the Board retains the right to set the calendar and the decision of the Board will be final.

D. The school calendar for the year 1968-69 is as follows:

Monday, September 2	Labor Day
Tuesday, September 3	Pre-Opening Conference - No Classes
Wednesday, September 4	Classes Begin
Monday, October 28	Teacher's Institute - No Classes
Thursday, November 28	Thanksgiving Day - No Classes
Monday, December 2	Classes Resume
Friday, December 20	Christmas Recess Begins end of school day.
Wednesday, January 1	New Year's Day
Thursday, January 2	Classes Resume
Wednesday, April 2	Spring vacation begins 3:30 P.M.
Wednesday, April 9	Classes resume
Friday, May 30	Memorial Day - No Classes
Wednesday, June 4	Classes end at end of school day.
Thursday/Friday June 5 and 6	Teacher record keeping days.

Number of days teachers are on duty - 184

Number of days pupils are in session 180

ARTICLE XVI

Duration of Agreement

This Agreement shall be effective as of July 1, 1968, and shall continue in effect until the 30th day of June, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BY Frances Newby
its President

BY Pauline Gibbs
its Secretary

BY William Harrison
Chairman, Negotiating Com.

BY Ruby Fish
Negotiating Committeeman

BY _____
Negotiating Committeeman

BY _____
Negotiating Committeeman

BY _____

BOARD OF EDUCATION

BY W.S. Reed
its President

BY Wayne Finkbeiner
its Secretary

BY George Rodgers
Member

BY Ken Van Heyningen
Member

BY Robert A. Buser
Member

BY Donald Hilton

BY Howard Wenger