

M.e.a. CALEDONIA BOARD OF EDUCATION

1216 Kendale 1969-1970

E. Laus. M:
48823

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MASTER CONTRACT

CALEDONIA EDUCATION ASSOCIATION

AND

BOARD OF EDUCATION

AGREEMENT

This agreement entered into this
 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

- 6. Whereas, the Board and the Association recognize and declare 7. that providing a quality education for the children of Caledonia 8. community is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the 10. 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
- 15. employment, and
- Whereas, the parties, following extended and deliberate 17. professional negotiations, have reached certain understandings which they desire to make a matter of record: It is agreed as 19. follows:

ARTICLE 1

Recognition

- 20. A. The Board hereby recognizes the Association as the ex-21. clusive bargaining representative, as defined in Section II of 22. Act 379, Public Acts of 1965, for all certificated classroom 23. teachers, part-time teachers, substitute teachers, librarians 24. and guidance counsellors under contract with the board, but ex-25. cluding supervisory and executive personnel and office, clerical, 26. maintenance and operating employees. Economic benefits applied 27. to part-time teachers and substitute teachers will be clearly defined in subsequent articles. The term teacher, when used here-inafter in this Agreement shall refer to all employees represented 28. 29. 30.
- 30. by the Association in the bargaining or negotiating unit as above 31. defined and references to male teachers shall include female
- 32. teachers.
- 33. B. The Board agrees not to negotiate with any teachers'
 34. organization other than the Association for the duration of this
 35. agreement. Nothing contained herein shall be construed to prevent
- 36. any individual teacher from presenting a grievance and having the 37. grievance adjusted without intervention of this Association, if

the adjustment is not inconsistent with the terms of this Agree-1. ment, provided a representative of the Association has been 2. given opportunity to be present at such adjustment. 3. C. Within thirty days of the beginning of their employment 4. hereunder, teachers may sign and deliver to the Board an assign-5. ment authorizing pay-roll deduction for membership dues or assess-6. ments of the Association (including the National Education Association and the Michigan Education Association) upon such 8. conditions as the Association shall establish. Such sum shall be 9. deducted as dues from the pay of such teachers and remitted to 10. the Association. The Association agrees that the Board shall 11. not be liable for funds deducted except to issue a check to the 12. Association. 13. D. Nothing contained herein shall be construed to deny or 14. restrict to any teacher rights he may have under the Michigan 15. General laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law. 16. 17. ARTICLE 11 Teacher Rights 18. A. Pursuant to Act 379 of the Public Acts of 1965, the Board 19. hereby agrees that teachers shall have the right freely to 20. organize, join and support the Association for the purpose of 21. engaging in collective bargaining or negotiation and other con-22. certed activities for mutual aid and protection, as long as activities do not conflict with normal school routine and assigned 23. 24. duties. As a duly elected body exercising governmental power 25. under cover of law of the State of Michigan, the Board undertakes 26. and agrees that it will not directly or indirectly discourage or 27. deprive or coerce any teacher in the enjoyment of any rights con-28. ferred by Act 379 or other laws of Michigan or the Constitutions 29. of Michigan and the United States; that it will not discriminate 30. against any teacher with respect to hours, wages or any terms or 31. conditions of employment by reason of his membership in the Assoc-32. lation, his participation in any lawful activities of the Assoc-33. iation or collective professional negotiations with the Board, or 34. his institution of any grievance, complaint or proceeding under 35. this agreement or otherwise with respect to any terms or conditions 36. of employment. 37. B. The Board specifically recognizes the right of its teach-38. ers as well as itself appropriately to invoke the assistance of 39. the Michigan Employment Relations Commission. 40. C. Upon approval of the building principal or superintendent 41. the Association shall have the right to use school facilities and 42. equipment. The Association shall pay for the cost of all materials 43. and supplies incident to such use. If the activity is held when 44. a custodian is not on duty, the Association shall pay for cost of 45. same. 46. The Board agrees to make available to the Association, in 47. response to a written request to the superintendent all available financial information in the form maintained by the Board and 48. __ 2__

- available to the constituents of the School District. Original
 records will not be removed from the office in which they are
 located.
- 4. E. Upon approval of the building principal or superinten-5. dent the Association may use the intra school mail service and 6. teacher mail boxes for communications to teachers.
- 7. F. Reduction in Personnel. Should substantial and unforseen 8. changes in student population or other conditions made necessary 9. a general reduction in the number of teachers employed by the 10. Board, the Board will retain, as nearly as possible, those teachers 11. with proper teacher certificates for the remaining teaching positions based first on teaching qualifications as determined by the 13. 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

- 18. A. The Board, on its own behalf and on behalf of the electors 19. of the school district, hereby retains and reserves unto itself, 20. without limitation, all powers, rights, authority, duties and 21. responsibilities conferred upon and vested in it by the laws and 22. the Constitution of the State of Michigan, and/or the United States.
- 23. 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.
- 28. C. In meeting such responsibilities, the Board acts through 29. its administrative staff. Such responsibilities include, without 30. being limited to, the establishment of education policies, the 31. the construction, acquisition and maintenance of school buildings 32. and equipment, the hiring, transfer, assignment, supervision, 33. discipline, promotion and termination of teachers, and the estab-34. lishment and revision of Rules and Regulations governing and per-35. taining to work and conduct of its employees. The Board and 36. administrative staff shall be free to exercise all of its manager-37. ial rights and authority to the extent permitted by law, provided 38. however, that no actions shall violate any of the express terms 39. of this Agreement and no rules or regulations shall be adopted or 40. revised which violate the express terms of this Agreement.

- 1. D. Contrary to Law Provision. If any provision of this 2. agreement or any application of the agreement shall be found 3. 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 I.V

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" II. (PSC) composed of six members, three of whom shall be highly qualified teachers selected by the Association, and three of whom whall be appointed by the Board. At least one member of the PSC as appointed by the Board shall be a board member.
- 15. B. The PSC shall meet at least once each month to discuss 16. and study subjects mutually agreed upon relating to the school 17. system.
- 18. C. The PSC shall have the power to appoint sub-committees 19. composed of its members to study assigned areas such as any new 20. or modified fiscal, budgetary or tax programs, construction 21. programs, or major revisions or educational policy and report 22. 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 superintendentin writing.
- 26. E. The parties agree that the PSC, and its sub-committees, 27. serve in an advisory capacity only and that the failure of the 28. Board to place any of its recommendations in effect shall not 29. constitute the basis for a grievance.
- 30. F. "This article will be in effect until June 30, 1970."

ARTICLE V

Negotiating Procedure

31. A. The contract incorporates negotiated agreements by the 32. parties on all agreed issues which were subject of negotiation. 33. Such negotiated items are not to be re-negotiated during the 34. term of this contract. Nevertheless, because of the special 35. nature of the public education process, it is likewise recognized 36. that matters may from time to time arise of vital mutual concern Of the parties which have not been fully or adequately negotiated 37. between them. The parties undertake to co-operate in arranging 38. meetings, selecting representatives for such discussions, furnish-39. 40. ing necessary information and otherwise constructively consider-41. ing and resolving any such matters.

- B. "By mutual agreement the parties will begin negotiations before the expiration of the contract."
 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 agree-
 - 5. 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 8. 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.
 - 12. D. If the parties fail to reach an agreement in any such 13. negotiations, either party may invoke the mediation machinery of 14. the Michigan Employment Relations Commission, and/or the procedure 15. described in Act 379 of the Michigan Public Act of 1965 will be 16. followed.

ARTICLE VI

Teaching Hours and Class Loads

- 17. A. Teachers will be in their classrooms or their assigned 18. locations (15) fifteen minutes before the opening of the pupils 19. regular school day in the morning. During the school day teachers 20. are expected to remain in their classrooms with their students as 21. much as possible. Excessive deviation from the above rules except 22. as outlined below or except as expressly approved by building 23. principals is justification for disciplinary action. Teachers are 24. encouraged to remain for a sufficient period after the close of 25. the pupils school day to attend to those matters which properly 26. require attention at that time, including consultation with parents 27. when scheduled directly with the teacher except that on Fridays or 28. on days preceding holidays or vacations, the teachers day shall 29. end at the close of the pupils day.
- Normal departure time for teachers in the elementary schools 31. is 25 minutes after the close of the pupils day.
- Normal departure time for teachers in the junior and senior 33. high schools is 20 minutes after the close of the pupils day.
- 34. Any teacher desiring to leave his assigned building prior 35. to the completion of his daily schedule as set forth above, shall 36. notify his immediate supervisor or his appointee.
- The above mentioned normal departure times are not applicable 38. when staff meetings are called.
- 39. B. The normal weekly teaching load in the four grades of 40. Senior High will be twenty-five (25) teaching periods and five 41. (5) unassigned preparation periods.
- The normal weekly teaching load in the 7th and 8th grade 43. will be thirty (30) teaching periods and five (5) unassigned 44. preparation periods.
- 45. Assignments to a supervised study period shall be considered 46. a teaching period for purposes of this article.

- 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.
- 5. E. All Junior and Senior High School teaching specialists 6. such as music, art, laboratory sciences, speech therapists, and 7. reading consultants shall have the same preparation time as other 8. teachers in like schools. All Elementary teaching specialists 9. will have relief time equal to that of other elementary teachers.
- 10. F. No departure from these norms, except in case of ll. emergency shall be made without prior consultation with the l2. 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.
- 16. G. If a teacher shall teach more than the normal teaching 17. load as set forth in this Article, he shall receive additional 18. compensation of \$6.00 for each teaching period in excess of such 19. norms. Staff teachers substituting during planning period shall 20. receive compensation at the rate of \$6.00 per class period.
- 21. H. It is the responsibility of each individual teacher to 22. accept extra duties normally associated with the teaching pro-23. fession, i.e. attendance at staff meetings is compulsory.
- 24. Inasmuch as the pupil classroom teacher ratio 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.
- 31. Elementary: K-2=28.3, 4, 5, 6=30.

If at any time it is found that a specified limit is exceed-32. ed by more than 10% then the involved principal, the involved 33. teachers and Association representative, and the Superintendent's 34. representative shall meet to plan means for relieving the situation. 35. Any recommendations from the meeting will be submitted to the 36. 37. Board. It is the intent of the Board to maintain an equalized distribution of students in the classroom through busing and/or 38. 39. other means.

ARTICLE VII

Vancancies, Promotions and Transfers

40. A. The Board recognizes that it is desirable in making 41. assignments to consider the interests and aspirations of its 42. teachers. Requests by a teacher for transfer to a different 43. class, building, or position shall be made in writing, one copy of which shall be filed with the superintendent and one copy 44. shall be filed with the Association. The application shall set 46. 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 postion will be considered vacant.
- 11. C. The Board declares its support of a policy of filling 12. 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 Assoc-14. 15. iation in writing and shall provide for appropriate posting of 16. said vacancy in every school building in the district. Vacancies 17. shall be filled on the experience, competency, and qualifications of all applicants. An applicant with less service in the 18. district shall not be awarded such position unless his qualif-19. 20. ications be substantially superior. "Service" in the district, for purposes of this agreement, shall mean continuous employment 21. 22. in a school of the district, including substitute service, 23. irrespective of tenure status, and shall include all periods 24. when the teacher was on sabbatical or professional leaves of 25. 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.
- 30. D. The Board accepts the principle that new teachers will 31. be properly certified in accordance with Michigan School Laws, 32. (Act 287 of Public Acts of 1964) provided a satisfactory applicant 33. is available at time of hiring.
- 34. E. The decision of the Board to the filling of such vacanci-35. es, as described in the preceeding paragraphs of this article, 36. however, will be final.

ARTICLE VIII

Protection of Teachers

A. Since the teacher's authority and effectiveness in his 37. 38. classroom are undermined when students discover that there is 39. insufficient administrative backing and support of the teacher, 40. the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance 41. 42. of control and discipline in the classroom. The Board further 43. recognizes that the teacher may not fairly be expected to assume 44. the role of warden or custodian for emotionally disturbed students 45. nor to be charged with responsibility for psycho-therapy. When-46. ever it appears to the classroom teacher and/or counselor; and 47. in conjuntion with the principal that a pupil or pupils requires 48. the attention of special counsellors, social workers, law enforce-49. ment personnel, physicians or other professional persons,

1. the Board will take reasonable steps to relieve the teacher of 2. responsibilities with respect to such pupil.

- 3. B. It is recognized that discipline problems are less likely 4. to occur in classes which are well taught and where a high level 5. of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively 6. 7. be dealt with by encouragement, praise, and emphasis upon the 8. child's desirable characteristics. A teacher may use such reasonable force as is necessary to protect himself from attack or to 9. 10. prevent injury to another student while acting in the line of duty 11. while in the employ of the Board.
- 12. C. A teacher may exclude a pupil from one class meeting when 13. the grossness of the offense, the persistence of the misbehavior 14. or the disruptive effect of the violation makes the continued 15. presence of the student in the classroom intolerable. In such 16. 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 authoraties 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.
- 24. E. Any case of assault upon a teacher while acting in the 25. 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.
- 37. G. In cases of an assault or injury inflicted by a student 38. on a teacher while the teacher is acting in the line of duty as 39. an employee of the Board, the time lost by the teacher shall not 40. be charged against the teacher's sick leave, however, the teacher 41. shall continue to be paid by the Board. When Workmen's Compen-42. sation is paid, the Board shall pay the difference between the sum 43. and the teacher's regular salary at time of injury not to exceed 44. three (3) years.
- 45. If a teacher is suspended in connection with disciplinary 46. action taken by the teacher against the student as mentioned in 47. this Article, the time lost by the teacher shall not be charged 48. against the teacher's salary unless he was found guilty by a court 49. of law or the suspension or discharge was up held 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 disciplinery 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, I and 2.

9. Also, that any monies paid by the Board would be less any amount covered 10. by personal insurance policy. (That is: No double compensation).

11. 1. The administration will prepare a written evaluation for al! non tenure teachers approximately at the end of November, and February. This 12. 13. evaluation will be submitted to and discussed with the aforementioned pro-14. bationary teacher for the purpose of giving that teacher an opportunity to 15. correct those areas indicated on the evaluation. With the probationary 16. teachers permission a copy of these evaluations shall be sent to the C.E.A. 17. Tenure Committee. "In return, the C.E.A. Tenure Committee will furnish the 18. administration a copy of their evaluations of probationary teachers.

19. In the event of a non tenure teacher's services are to be terminated 20. he shall be notified in accordance with the tenure act.

21. J. No disciplinary action shall be taken upon any complaint by a 22. parent of a student directed toward a teacher, nor shall any notice thereof 23. be included in said teacher's personal file unless such matter is promptly 24. reported in writing to the teacher concerned. If any question of breach of 25. professional eithics is involved, the Association shall be notified.

ARTICLE IX

Sick Leave and Leaves of Absence

- A. I. Each teacher may be granted ten (10) days per school year for 27. absences caused by illness or injury. Unused sick leave days may accumulate 28. to a maximum of 180 days. Each day of absence must be approved by the building principal or superintendent.
- 30.

 a. The teacher may be required to present a physicians state31. ment of illness or injury at the request of the building principal or
 32. superintendent.
- b. Absences in excess of accumulated sick leave will be deductedat the rate of the substitute teachers pay for each day absent.
- 35. 2. Any teacher whose personal illness extends beyond the period of 36. accumulated sick leave shall be granted a leave of absence without pay for 37. such time as is necessary for complete recovery from such illness. Upon 38. return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. The teacher shall be en-39. titled to return from such leave at any time within one year at the teachers 40. salary increment level at time of leave. No credit for experience will be 41. 42. given during leave.

1. B. Leave of absence, with pay and not charged against sick leave, shall be granted for the following reasons. Each day of absence must be approved by the building principal or superinten-2. 3. 4. dent. 5. 1. Each teacher may be granted two (2) personal business 6. days per school year. The purpose of personal business days is 7. for conducting personal business which can not be conducted outside of school hours. 8. 9. Personal business days will not be granted for 10. personal reasons. 11. Personal business days will not be accumulative. 12. 2. Each teacher may be granted five (5) days per school year for death in the immediate family. Immediate family is limited to parents, grandparents, children, grandchildren, brothers, sisters (in laws), spouses or individuals residing 15. 16. for an extended period in the household. 17. a. Unused days will not be accumulative. 18. 3. Absence when a teacher is called for jury service. 19. The amount received for jury duty will be deducted from his 20. salary. 21. 4. Absence for court appearances as witness in any case connected with the teacher's employment of the school. 22. 23. 5. Absence for time necessary to take selective service 24. physical examinations. 25. 6. A total of four (4) persons one day each or one person 26. for four (4) days leave per year will be granted to the C.E.A. 27. for the purpose of attending State or Regional conferences of 28. MEA and/or CEA oriented meetings. 29. Three days advanced notice must be given to the a. 30. building principal. 31. The cost of the substitute teacher's pay will be b. 32. reimbursed to the school district by the C.E.A. 33. No time off from regular teaching hours will be 34. granted for conducting local C.E.A. business. C. Leaves of absence, with pay but charged against sick 35. 36. leave shall be granted for the following reasons: Each day of absence must be approved by the building principal or superinten-37. 38. dent. 39. 1. Each teacher may be granted five (5) days per school 40. year for absence caused by injury or illness to a member of a teachers immediate family. Immediate family is limited to parents, 41. children, spouses or individuals residing for an extended period 42. 43. in the household. -10-

1. Absences in excess of five (5) days will be de-2. ducted at the rate of I/ 183 of the teachers salary schedule pay for each day absent. 3. 4. D. Leaves of absence without pay shall be granted upon 5. application for the following purposes: 6. 1. Study related to the teacher's license field. 7. 2. Study to meet eligibility requirements for a license 8. other than that held by the teacher. 9. 3. Study, research, or special teaching assignment 10 involving probable advantage to the school system. 11. The regular salary increment occuring during such 12. period shall be allowed upon satisfactory completion of Items 13. 1, 2, or 3 above. 14. E. A maternity leave shall be granted without pay, com-15. mencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the 16. end of the semester. The teacher shall be entitled to return 17. 18. from such leave at any time within five years at the beginning 19. of any school year or beginning of second semester, provided a 20. suitable vacancy is available. 21. 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 22. full time participant in such programs. Any period so served shall be treated as time taught for purposes of the salary con-24. 25. siderations set forth elsewhere in this Agreement. 26. Peace Corp service prior to becoming a teacher in the 27. Caledonia system does not accrue toward salary level. 28. G. Teachers who are officers of the Association or are 29. appointed to its staff should, upon proper application, be 30. given leave of absence without pay for the purpose of performing 31. 32. duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increments 33. on the schedule appropriate to their rank with regular increment 34. increases to continue for two years and leave to continue for 35. five years. 36. H. Military leaves of absence shall be granted to any 37. 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 38. 39. 40. United States. 41. Teachers on military leave shall be given the benefit of 42. any increments and sick leave allowances which would have been 43. credited to them had they remained in active service to the school. 44. 1. The Board shall grant a leave of absence without pay to 45. any teacher to campaign for, or serve in, a public office. The 46. teacher shall be entitled to return from such leave at any time 47. within two years at the beginning of any school year or beginning

- 1. second semester, provided a suitable vacancy is available at teachers salary
- 2. increment level at time of leave.

ARTICLE X

Other Benefits

- A. Teachers will be given full credit for experience in other4. school systems and will be paid at the salary level to which they
- 5. are entitled based on their years in teaching when they obtain tenure
- 6. in the Caledonia School system. Before receiving tenure in the
- 7. Caledonia School system they may be given up to seven (7) years
- 8. experience on the salary level.
- 9. B. Sabbatical leave may be granted at the discretion of the
- 10. Board in accordance with Section 335 of the 1959-60 revision of
- II. the school Code of 1955.
- 12. C. Any change in degree status must be made prior to the
- 13. Friday following Labor Day for first semester and the ninety-first
- 14. day of school for the second semester.
- 15. D. Any teacher who is absent as a result of an injury or
- 16. disease compensable under Michigan Workmens Compensation Law
- 17. and/or Federal Social Security laws shall receive from the Board
- 18. the difference between disability benefits provided by Workmens
- 19. Compensation and/or Social Security and the sick leave benefits
- 20. herein provided.
- 21. E. Hospitalization and Insurance benefits. The Board will
- 22. pay \$15.00 per month for 12 months for each teacher. The teacher
- 23. shall apply this to any Board approved insurance program. (For
- 24. the year 1969-70, the Board has approved Blue Cross-Blue Shield
- 25. or M.E.A. insurance plans). No teacher will receive the above in
- 26. cash.

ARTICLE XI

Teaching Conditions

- 27. A. The Board recognizes that appropriate texts, library
- 28. references, maps, and globes, laboratory equipment, audio-visual
- 29. equipment, art supplies, athletic equipment, current periodicals,
- 30. standard test and questionnaries, and similar materials are the
- 31. tools of the teaching profession. Adaquacies of these items are
- 32. legitimate areas of study and recommendation to the Board by the
- 33. Professional Study Committee. The Board will continue its efforts
- 34. at all times to keep schools reasonably equipped and maintained
- 35. with said types of equipment.
- 36. B. The Board agrees to make available adequate typing and
- 37. duplicating facilities and clerical personnel to aid teachers in
- 38. the preparation of instructional material.
- 39. C. The Board shall provide:

1. A separate desk for each teacher in the district 1. 2. with lockable drawer space. (subject to inventory pending a planned purchasing schedule) 3. 4. Suitable space for each teacher to store coats, overshoes, and personal articles. 5. 6. Adequate chalkboard space in every classroom. 3. 7. Copies, exclusively for each teacher's use, of all texts used in each of the courses the teacher is 8. 9. to teach. 10. 5. A suitable Webster Teacher's Desk Dictionary in 11. every classroom. 12. 6. Adequate storage space in each classroom for instruc-13. tional materials. (subject to inventory pending a 14. planned purchasing program). 15. 7. Adequate attendance books, paper, pens, chalk, 15. erasers, and other such material required in daily 17. teaching responsibility. 18. 8. Gym uniforms and tank suits for physical education 19. teachers, smocks for art and home economics teachers, 20. laboratory coats for laboratory or science teachers, shop coats for vocational and industrial education 21. teachers. Proper laundering service for all of said 22. 23. items shall be provided without charge for the teacher. 24. 9. Each building principal will develop a handbook to 25. cover the teachers operating procedures for that build-26. ing. This handbook will be completed not later than the end of the first semester of the 1969-70 school year. 27. 28. These handbooks will be submitted to the superintendent 29. and school board for their approval. 30. It is recommended that the principals consult with 31. teachers to develop a workable handbook. Nothing in 32. the handbook will be in violation of or in conflict with the master contract. The decision of the Board 33. 34. relative to the suitability of the handbook will be 35. final. 36. D. The Board shall make available in each school adequate 37. dining area, restroom and lavatory facilities exclusively for 38. teacher use and at least one room, appropriately furnished which shall be reserved for use as a faculty lounge in which smoking 39. shall be permitted. Provision for such facilities will be made 40. 41. in all future buildings. Existing buildings that do not have 42. adequate rooms are excluded from this paragraph. 43. E. Telephone facilities shall be made available to teachers 44. for their reasonable use. 45. F. Upon request of the Association, vending machines, pro-

viding there will be no cost to the Board or unless mutually

agreed upon by both parties, shall be installed in the teacher's

46.

47.

- 1. lounge and lunchroom areas. The proceeds from all such machines
- 2. shall be placed in a student scholarship fund created for that
- 3. purpose. Said scholarship fund shall be administered jointly by 4. the Association and the Administration.
- 5. G. Whenever practical and possible adequate off street 6. paved parking facilities shall be provided with an area assigned 7. for teachers use.
- 8. H. Teachers shall not be required to work under unsafe or 9. hazardous conditions or to perform tasks which endanger their 10. health, safety or well being.
- 11. I. Teachers, other than newly-appointed and substitute 12. teachers, will be notified of their tentative programs for the 13. coming school year, including the schools to which they will be 14. assigned, the grades and/or subjects that they will teach, and 15. any special or unusual classes that they will have, as soon as 16. practicable and under normal circumstances not later than June 1.

ARTICLE XII

Professional Grievance Procedure

- 17. A. 1. Any teacher of the Association believing that there 18. has been a violation, misinterpretation or missapplication of any 19. provision of this agreement or any existing rule, order or reg-20. ulation of the Board, or any other provision of law (except a 21. statute specifically establishing a procedure for redress) relat-22. ing to wages, hours, terms or conditions of employment, may file 23. a written grievance with the Board or its designated representative.
- 24. 2. The Board hereby designates as its representative for 25. such purpose the principal in each school building and the super-26. intendent of schools when the particular grievance arises in more 27. than one school building.
- 28. 3. The administration will not accept any grievance un-29. less it has been approved by the Association or by any committee 30. of the Association. However, any person who was grieved against, 31. must sign the grievance.
- B. Upon receipt of a grievance, if processed by the Pro33. fessional Rights and Responsibilities Committee of the Association,
 34. the chairman of the Committee shall contact the appropriate
 35. administrator at the proper level of the procedure for this grie36. vance and propose a date, time, and place for a meeting to discuss
 37. the grievance. When possible, affected teachers should be present
 38. at such a meeting. When the meeting is with the school principal
 39. and the parties cannot agree, the grievance shall be transmitted
 40. to the Superintendent within four (4) school days, who shall have
 41. four (4) school days thereafter to approve or disapprove this
 42. grievance. If the grievance shall be denied by the Superinten43. dent, either upon review of the action of the school principal, or
 44. in the first instance, the grievance shall immediately be trans45. mitted to the Secretary of the Board with a statement of reasons
 46. why it is being disapproved.

1. C. Within fifteen days from receipt of the grievance, the 2. Board shall pass upon the grievance. The Board may hold a hearing 3. thereon, may designate one or more of its members to hold a hearing 4. or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, pro-6. vided, 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 9. the Board. 10. D. In the event that there is a failure to appeal a decis-11. ion at any level within ten days, said failure shall be deemed an 12. acceptance of the decision at the level and further proceedings 13. of the case shall be prohibited, unless a time limit is extended 14. by mutual consent. 15. Any teacher for whom a remedy exists under the Michigan 16. Teacher Tenure Act shall process his grievance in accordance with 17. the provision of that act, but the remedies under this article 18. shall not be available to him.

- 19. F. For administrative convenience, the Board may cause com-20. plaints which may be the subject of grievances under this article 21. first to be presented to the principal for informal processing, 22. in an effort to reduce the number of formal grievances handled 23. under the professional grievance procedure herein established. 24. The parties shall mutually work out procedures for such informal 25. processing upon request, but exhaustion of such formal procedures 26. shall not be required as a condition precedent to invoking the 27. grievance procedure, nor shall the participation of principals in 28. such informal procedures be deemed to be a supervisory or execu-29. tive function.
- 30. G. If an individual teacher has a personal complaint which 31. he desires to discuss with a supervisor, he is free to do so 32. without recourse to the grievance procedure. However, no grievance 33. shall be adjusted without prior notification to the Association 34. and opportunity for an Association representative to be present, 35. nor shall any adjustment of a grievance be inconsistent with the 36. terms of this Agreement. In the administration of the grievance 37. procedure, the interests of the teachers shall be the sole re-38. sponsibility of the Association.

ARTICLE XIII

Mediation and/or Arbitration of Grievances

- A. A grievance based upon an event or condition which is 40. not included in this Agreement which affects the welfare or con-41. dition of employment may be processed through the Board level but 42. will not be subject to mediation or arbitration.
- 43. B. A grievance based upon improper application or inter-44. pretation of this Agreement may be processed through mediation 45. and then through binding arbitration.
- 46. C. If a teacher does not file a grievance in writing with 47. the principal or other designated Board representative within five 48. (5) school days after occurrence of alledged violation, as out-49. lined in "B" above, then the grievance shall be considered as

50. waived.

D. Mediation

1.

- 2. If the Board, the agrieved teacher, and the Association 3. shall be unable to resolve any grievance as mentioned in para-4. graph **B** of this article, it may within ten (10) days after 5. the decision of the Board be appealed to Mediation and Fact 6. Finding procedures established by Act 379, Public Act of 1965.
- 7. E. Arbitration
- 8. If the decision provided by the above procedure is not satis9. factory to either party, the grievance as mentioned in paragraph
 10. "B" of this article may be submitted to arbitration within fifteen
 11. (15) days after receipt of the mediator's decision. An impartial
 12. arbitrator shall be promptly selected by the parties from a panel
 13. of five qualified persons prepared by the Michigan Employment
 14. Relations Commission in accordance with its procedures.
- 15. F. The power of arbitrator shall be limited to the interpre16. tation or application of the express terms of this Agreement and
 17. he shall have no power to alter, add to, or subtract from the
 18. terms of this Agreement as written. The arbitrator shall not
 19. usurp the functions of the Board of Education or the proper
 20. exercise of its judgement and discretion under law and this
 21. Agreement.
- 22. G. The decision of the Arbitrator if within the scope of 23. his authority as set forth above shall be final and binding.
- 24. H. The fees and expenses of the arbitrator shall be shared 25. equally by the Board and the Association. All other expenses 26. shall be borne by the party incurring them, and neither party 27. shall be responsible for the expenses of witnesses called by the 28. other.

ARTICLE XIV

Professional Compensation

29. A. Salary schedule shall be as follows:

Year	В.	Α.	%	М.	Α.	%	Non Degree
Start	\$	6900.00	100	\$	7590.00	110	\$5900.
1st step		7176.00	104		7866.00	114	6000.
2nd step		7486.50	108.5		8176.50	118.5	6100.
3rd step		7797.00	113		8487.00	123	6200.
4th step		8107.50	117.5		8797.50	127.5	6300.
5th step		8418.00	122		9108.00	132	6400.
6th step		8804.40	127.6		9494.40	137.6	6500.
7th step		9190.80	133.2		9880.80	143.2	6600.
8th step		9577.20	138.8		10267.20	148.8	6700.
9th step		9963.60	144.4		10653.60	154.4	6800.
10th step		10350.00	150		11040.00	160	6900.
	Start Ist step 2nd step 3rd step 4th step 5th step 6th step 7th step 8th step 9th step	Start \$ Ist step 2nd step 3rd step 4th step 5th step 6th step 7th step 8th step 9th step	Start \$ 6900.00 Ist step 7176.00 2nd step 7486.50 3rd step 7797.00 4th step 8107.50 5th step 8418.00 6th step 8804.40 7th step 9190.80 8th step 9577.20 9th step 9963.60	Start \$ 6900.00 100 Ist step 7176.00 104 2nd step 7486.50 108.5 3rd step 7797.00 113 4th step 8107.50 117.5 5th step 8418.00 122 6th step 8804.40 127.6 7th step 9190.80 133.2 8th step 9577.20 138.8 9th step 9963.60 144.4	Start \$ 6900.00 100 \$ Ist step 7176.00 104 2nd step 7486.50 108.5 3rd step 7797.00 113 4th step 8107.50 117.5 5th step 8418.00 122 6th step 8804.40 127.6 7th step 9190.80 133.2 8th step 9577.20 138.8 9th step 9963.60 144.4	Start \$ 6900.00 100 \$ 7590.00 Ist step 7176.00 104 7866.00 2nd step 7486.50 108.5 8176.50 3rd step 7797.00 113 8487.00 4th step 8107.50 117.5 8797.50 5th step 8418.00 122 9108.00 6th step 8804.40 127.6 9494.40 7th step 9190.80 133.2 9880.80 8th step 9577.20 138.8 10267.20 9th step 9963.60 144.4 10653.60	Start \$ 6900.00 100 \$ 7590.00 110 Ist step 7176.00 104 7866.00 114 2nd step 7486.50 108.5 8176.50 118.5 3rd step 7797.00 113 8487.00 123 4th step 8107.50 117.5 8797.50 127.5 5th step 8418.00 122 9108.00 132 6th step 8804.40 127.6 9494.40 137.6 7th step 9190.80 133.2 9880.80 143.2 8th step 9577.20 138.8 10267.20 148.8 9th step 9963.60 144.4 10653.60 154.4

42. B. Extra duties pay will be based on the following percentages 43. of base B.A. salary of \$6900.

Athletic director 10.5%

1.	Football:		Wrestling	7.5%
2. 3. 4.	Head varsity Asst Varsity	7.5%	Tennis	5.0%
5.	Head J.V. Asst J.V. Freshmen	7.5% 7.0% 5.0%	Golf	5.0%
7.	Basketball:	J • • 19	G.A.A. sponsor	3.5%
8.	Varsity	10.5%	Cheerleading Sr. H.S.	3.5%
10.	J.V. Freshmen	7.5% 7.0%	Jr. H.S.	3.0%
13.	8th grade 7th grade	3.5% 3.5%	Band Director	8.0%
14.	Track:			4.0%
16.	Varsity Asst.	7.0% 5.0%	Yearbook Sr. Hi.	6.0%
	Baseball:	7 00	Jr. Play Coach	3.5%
20.	Varsity Asst.	7.0%	Sr. play coach	3.5%
23.			Jr. Hi. newspaper & annual Elem. Safety Sponsors:	3.0%
24. 25. 26. 27.			Sr. class	\$90.00 each 80.00 each 70.00 each 60.00 each

28. The extra duty pay schedule as covered in this article does not 29. commit the Board to continuing all of these extra duty activities.

30. The Board reserves the right to approve or disapprove a 31. specific extra duty activity.

32. The above extra duty index will be increased 0.5% for those 33. teachers serving the third or more years in that position in the 34. Caledonia School system.

- 35. C. Teachers shall receive extra compensation in the amount 36. of \$50 for each 2 semester hours, (or the equivalent in term hours) 37. of study credits successfully completed beyond the Bachelon's 38. Degree in their related field.
- 39. l. Before the extra compensation will be paid, the teacher will:

41. a. Furnish proof to the Superintendent of success-42. ful completion of credit.

- b. Agree to remain in the Caledonia school district as a teacher for one additional semester.
- 45. 2. There will be a maximum of \$75.00 per teacher.

- 1. D. The following rates apply to instruction in driver
 2. education. These rates are based on legal hours of class work
 3. per student.
- 4. Driver Education Coordinator \$ 150.00 per year 5. Instructors 1st year \$ 5.00 per hour 6. 2nd year \$ 5.15 per hour 7. 3rd year \$ 5.25 per hour

ARTICLE XV

School Calendar

- 8. A. Number of days pupils are in session 180
- 9. B. Number of days teachers are on duty 183
- 10. C. School shall not begin nor shall teachers be asked 11. to come to school before the first Tuesday following Labor Day.
- 12. D. The Board agrees to consult through its administrative 13. staff with the Association on the school calendar, but the Board 14. retains the right to set the calendar and the decision of the
- 15. Board will be final.

ARTICLE XVI

Duration of Agreement

- 1. This Agreement shall be effective as of July 1, 1969, and shall
- 2. continue in effect until the 30th day of June, 1970. This Agreement
- 3. shall not be extended orally and it is expressly understood that it
- 4. shall expire on the date indicated.

EDUCATION ASSOCIATION	BOARD OF EDUCATION	
BYAmmon Miller Jr.	BYBY	_
Ammon Miller Jr.		
	BY	
Stuart Randolph	BYBY	
BY	BY	
Ruby Fish	BY George Rodgers	
BY	BY	
	BYBY	
BY	BY	
	Robert Buer	
BY	ВУ	
Management of the control of the con	Howard Wenger	
BY	BY	
	Donald Hilton	_

PROPOSED CALEDONIA COMMUNITY SCHOOLS CALENDAR 1969-70

	NSTRUCTIONAL	TOTAL			
FIRST PERIOD	ATTENDANCE	TOTAL			
September 2 Teachers Meetings 3 Half Day all Grades A.M. 4-5 School all day - Lunches served 8-12 15-19 22-26 29-30 Oct. 1-3 October 6-10 13-17 Caledonia Elementary Conf. 1:00-8:00 P.M. 15-16 ½ day fo Caledonia Students	1 2 5 5 5 5 5 5 5				
	33	33			
SECOND PERIOD					
October 20-21 Jr. High & Dutton Elem Conf. I:00-8:00 P.M. ½ day for Jr. High & Dutton Students 20-23	4				
24 No school teachers institute 27-28 Kettle Lake Elem. Conf. 1:00- ½ day for Kettle Lake students 27-31 November 3-7 10-14 17-21 24-26 27-28 Thanksgiving Vacation		60			
THIRD PERIOD					
December 1-5 8-12 15-19 22-Jan 2 Christmas Vacation January 5-9 School resumes Jan. 5 12-16 19-23 First semester ends. Jan. 23	5 5 5 5 5	000			
SEMESTER !!	30	90			
FOURTH PERIOD					
January 26-30 February 2-6 9-13 16-20 23-27 March 2-6	5 5 5 5 5				
4-5 Elem. Conf. Caledonia 1:00-8:00					