

July 1, 1975

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1973 by and between the School District 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, this contract is pursuant to Act 379 of the Michigan Public Act of 1965, and

WHEREAS, the purpose of this agreement is to establish clearly in writing, the following agreement between the parties, concerning the salaries, hours, and terms and conditions of employment that shall prevail for the duration of this agreement, and

WHEREAS, the members of the Teaching profession are particularly qualified to assist in the formulation of policies and programs designed to improve educational standards:

NOW, THEREFORE, The Board and the Association have, in consideration of these mutual promises and stipulations hereinafter specified, agreed to abide by the terms set forth for the duration of this agreement.

ARTICLE I -- RECOGNITION

Section 1: The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified full-time and regular part-time classroom teachers, librarians and guidance counsellors under contract with the Board, but excluding substitute teachers, supervisory and executive personnel and office, clerical, maintenance, operating employees and all other employees. Economic benefits that apply to regular part-time 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 unit as above defined, and references to male teachers shall include female teachers.

Section 2: The Board agrees not to negotiate with any other organization on the behalf of those covered by the bargaining unit above-mentioned.

Section 3: If within thirty (30) days of the beginning of their employment with the Board, teachers sign and deliver to the Board an authorization to make ten (10) equal payroll deductions from the teachers' next pay periods for membership dues of the Association (including the National Education Association and the Michigan Education Association), then the Board agrees to deduct such dues from the pay of such teachers and remit the same to the Association. The Board shall not be liable for funds deducted, except to issue a check to the Association.

Section 4: The Board agrees to make deductions from the paychecks of teachers for health insurance, credit union deductions and authorized annuity plans. The employee must properly authorize deductions and the only responsibility of the Board will be to pay the deductions to the proper parties.

Section 5: Effective July 1, 1974: Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal

*Caledonia Community Schools
Caledonia, Mich*

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to the Professional Dues of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding article. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding article, the Board may cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

A. All teachers, as a condition of continued employment shall either:

1. Sign and deliver to the superintendent an assignment authorizing deduction of membership dues of the Michigan Education Association and such authorization shall continue in effect from year to year unless revoked in writing;

2. Or cause to be paid to the Association a representative fee equal to the MEA, dues within thirty (30) days after the commencement of employment. The Association shall deliver to the superintendent on or before the first day of November, each year, a written statement specifying the amount of the non-members' representation fee.

ARTICLE II - TEACHER RIGHTS

Section 1: Upon approval of the building principal or superintendent, the Association shall have the right to use school facilities and 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 the cost of same.

Section 2: The Board agrees to make available to the Association, in response to a written request to the superintendent all District information available to the constituents of the School District. Records afore-mentioned are not to be removed from the office in which they are located.

Section 3: One Bulletin Board per teachers' lounge will be provided for Association business matters. The Association may use the intra-school mail service and teacher mail boxes for communications to teachers.

Section 4: No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Each teacher, prior to the evaluation period shall be advised of the evaluation form upon which he shall be evaluated.

Section 5: The Board of Education sets and approves all Tenure Policies and procedures in accordance with the State Tenure Law and teachers are subject to the provisions of the Michigan Tenure Act and shall be afforded their rights under this act.

ARTICLE III - BOARD OF EDUCATION RIGHTS

Section 1: The Association recognizes that, except as specifically limited or abrogated by the terms and provisions of this agreement, all rights to manage, direct and supervise the operations of the school district and the teachers, are vested solely and exclusively in the Board. 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. 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 the revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and the administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided however, that no action shall violate any of the express terms of this agreement and no rules and regulations shall be adopted or revised which violate the express terms of this agreement.

ARTICLE IV - TEACHING HOURS AND CLASS LOADS

Section 1: Teachers will be in their classrooms or their assigned locations fifteen (15) 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 pupil's 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 time for teachers in the elementary schools is twenty-five (25) minutes after the close of the pupils' day. Normal departure time for teachers in the Junior and Senior High Schools is twenty (20) minutes after the close of the pupils' day.

Section 2: 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. The above-mentioned normal departure times are not applicable when staff meetings are called. The Board anticipates that staff meetings will not be required on Fridays, or days before holidays or vacations, except in an emergency.

Section 3: 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, and get prior approval before leaving.

Section 4: The normal weekly teaching load in the four (4) grades of Senior High will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load in the seventh (7th) and eighth (8th) grades will be thirty (30) teaching periods and five (5) unassigned preparation periods.

Assignments to a supervised study period shall be considered a teaching period for purposes of this Article.

Section 5: All teachers shall be entitled to a duty-free lunch period.

Section 6: Recess duties in elementary schools shall be assigned to teachers on a rotating basis.

Section 7: 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 their schools. All Elementary teaching specialists will have relief time equal to that of other elementary teachers.

Section 8: If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation of Seven Dollars (\$7.00) for each teaching period in excess of such norms. Staff teachers substituting during planning period shall receive compensation at the rate of Seven Dollars (\$7.00) per class period. Staff teachers who take lunch period duty will be paid Seven Dollars (\$7.00) per lunch period worked.

Section 9: 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 practical. The utilization of facilities and personnel and the future planning of construction and staff recruitment shall be such

as to move toward the objectives.

Elementary: K-2 = 27; 3,4,5,6, = 29.

Secondary: Should not exceed a number that impairs the teacher's effectiveness. The board will make every attempt to equalize class size within the respective departments.

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

CALEDONIA COMMUNITY SCHOOLS
1973-74 CALENDAR

<u>SEMESTER I</u>	<u>FIRST PERIOD</u>	<u>INSTRUCTIONAL & ATTENDANCE</u>	<u>TOTAL</u>
August	30 New Teacher Orientation	0	
September	3 Labor Day	0	
	4 Teachers Meeting	0	
	5-7 Classes all day-all grades	3	
	10-14	5	
	17-21	5	
	24-28	5	
October	1-5	5	
	8-12	5	
	15-19	5	
	22	1	
	23 Conferences-All Grades- All Schools - NO SCHOOL	0	
	24-26	3	
	29-Nov.2	5	
November	5-9	5	
		<u>47</u>	November 9 End of First Marking Period <u>47</u>
 <u>SECOND PERIOD</u>			
November	12-16	5	
	19-21	3	
	22-23 Thanksgiving Vacation	0	
	26-30	5	
December	3-7	5	
	10-14	5	
	17-21	5	
	24 - Jan. 1 Christmas Vacation	0	
January	2-4 School Resumes Jan. 2	3	
	7-11	5	
	14-18 First Semester Ends Jan.19	5	
		<u>41</u>	<u>88</u>
 <u>SEMESTER II</u>			
<u>THIRD PERIOD</u>			
January	21-25	5	
	28 - Feb. 1	5	
February	4-8	5	
	11-15	5	
	18-22	5	
	25 - March 1	5	
March	4-8	5	
	11-15	5	
	18-20	3	
	21 Conferences - All Grades All Schools - NO SCHOOL	0	
	22	1	
		<u>44</u>	March 23 End of 3rd Marking Period <u>132</u>
 <u>FOURTH PERIOD</u>			
March	25-29	5	
April	1-5	5	
	8-12 Spring Vacation	0	
	15-19 Classes resume April 15	5	
	22-26	5	
	29 - May 3	5	
May	6-10	5	
	13-17	5	
	20-24	5	
	27 Memorial Day - NO SCHOOL	0	
	28-31	4	
June	2 Baccalaureate	4	
	3-6	4	
	6 Graduation	0	
	7 Record Day - Semester Ends	0	
		<u>48</u>	<u>180</u>

TOTAL STUDENT INSTRUCTION DAYS: 180 TOTAL TEACHER SERVICE DAYS: 184

ARTICLE V - PROTECTION OF TEACHERS

Section 1: If a teacher is sued by reason of disciplinary action taken by the teacher in accordance with the school policy against the student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

Section 2: If in case of an assault, an injury is inflicted on a teacher when the teacher is acting in the line of duty as an employee of the Board, 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 except that when Workmen's Compensation is paid, the Board shall pay the difference between the sum received as a result of Workmen's Compensation and the teacher's regular salary at the time of the injury, not to exceed three (3) years.

Section 3: 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 the administration of student disciplinary action, when such disciplinary action is in accordance with Board policy.

Section 4: Any monies paid by the Board under this Article are to be less any amount received by a teacher as a result of a personal insurance policy (i.e., no double compensation).

Section 5: The Board assumes no loss to teachers due to vandalism, fire or theft except that when a teacher brings a valuable instructional material to school to use in the classroom and registers it properly with the central office through the principal. Then the teacher must process a claim through his or her personal insurance company and if no coverage is provided or if it is not completely covered by this method the Board agrees to process through its building insurance carrier a claim and if not covered the Board agrees to pay the cost of the material vandalized only, provided existing safeguards available are used to protect the property. Money and jewelry are not covered.

Section 6: Reduction in Personnel. Should substantial and unforeseen changes in student population or other conditions make 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.

ARTICLE VI - SICK LEAVE AND LEAVES OF ABSENCE

- Section 1: A. Each teacher may be granted ten (10) days per school year for absences caused by illness or injury. Unused sick leave days may accumulate to a maximum of one hundred eighty (180) days. Each day of absence must be approved by the building principal or superintendent.
- (i) The teacher may be required to present a physician's statement of illness or injury at the request of the building principal or superintendent.
- (ii) Absences in excess of accumulated sick leave will be deducted at the rate of substitute teacher's pay for each day absent.
- B. Any teacher whose personal illness extends 90 days beyond the period of accumulated sick leave will cease being eligible to receive (ii) above. The Board will grant 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 one (1) year at the teacher's salary increment level at time of leave. No credit for experience will be given during leave.

Section 2: Leaves 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 superintendent.

- A. Each teacher may be granted two (2) personal business days per school year. The purpose of personal business days is for conducting personal business which cannot be conducted outside of school hours. Request must be made in writing to building principal five (5) days prior to absence. In case of an emergency, verbal permission may be granted by the administration and the written request should be submitted as soon after as possible.
- (i) Personal business days shall not include day that could be classified as vacation days.
- (ii) Personal business days will not be accumulated.
- B. 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 for an extended period in the household, and for persons for whom legal responsibility has been assigned. One of the five days may be used for the death of any other relative or friend.
- (i) Unused days will not be accumulative.
- C. Absence when a teacher is called for jury service. The amount received for jury duty will be deducted from his salary.
- D. Absence for court appearances as witnesses in any case connected with the teacher's employment by the school

- E. Absence for time necessary to take selective service physical examinations.

Section 3: Leaves of absence, with pay but charged against sick leave shall be granted for the following reasons. Each day of absence must be approved by the building principal or superintendent.

- A. Each teacher may be granted five (5) days per school year for absence caused by injury or illness to a member of a teacher's immediate family. Immediate family is limited to parents, children, spouses or individuals residing for an extended period in the household, and for persons for whom legal responsibility has been assigned.
 - (i) Absences in excess of five (5) days will be deducted at the rate of 1/184 of the teacher's salary schedule pay for each day absent.

Section 4: Leaves of absence without pay may be granted upon application for the following purposes:

- A. Study related to the teacher's license field.
- B. Study to meet eligibility requirements for a license other than that held by the teacher.
- C. Study, research, or special teaching assignment involving advantage to the school system.

The regular salary increment occurring during such period shall be allowed upon satisfactory completion of items A, B, or C above.

Section 5: A maternity leave shall be granted without pay, commencing at a time mutually agreed to by the school, the teacher and her physician, by written statement. The safety, health and welfare of the pupils is of primary concern in determining leave. The teacher shall be entitled to return from such leave at any time within three (3) years, at the beginning of any school year or beginning of the second semester providing a suitable vacancy is available.

Section 6: A leave of absence will be granted of up to two (2) 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 Corps service prior to becoming a teacher in the Caledonia System does not accrue toward salary level.

Section 7: 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 and is honorably discharged.

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

Section 8: A total of seven one person days. (Seven for one day or one for seven etc.) will be granted to the C.E.A. for the purpose of attending state or regional conferences of M.E.A. or C.E.A. orientated meetings.

- A. Three (3) days advanced notice must be given to the building principal.
- B. The cost of the substitute teacher's pay will be reimbursed to the school district by the C.E.A.
- C. No time off from regular teaching hours will be granted for conducting local C.E.A. business.

ARTICLE VII - OTHER BENEFITS

Section 1: Effective July 1, 1974 Teachers may be given full credit for experience in other school systems and may 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.

Section 2: 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. The Board may at its final option grant 1/2 pay under this section if it so wishes.

Section 3: Any change in degree status that affects the salary schedule must be made upon proof of change effective at the beginning of the second pay period following notification.

Section 4: 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.

Section 5: HOSPITALIZATION AND INSURANCE BENEFITS.

- (a) The Board will pay up to twenty-four (\$24.00) dollars per month for each teacher toward the currently approved Blue Cross-Blue Shield medical plan or any of the M.E.A. insurance option plans available to the teachers.
- (b) Beginning on July 1, 1973 those teachers who take full family medical coverage under the present Blue Cross-Blue Shield benefit plan will have the full cost of this plan paid by the Board. If a teacher takes full family medical coverage under the M.E.A. program, the Board will pay towards the cost of such M.E.A. full family medical protection an amount equal to the monthly cost of the previously mentioned Blue Cross-Blue Shield insurance towards the cost of such M.E.A. full family medical insurance. In the event that a teacher does not take the M.E.A or Blue Cross-Blue Shield full family medical coverage the teacher may choose the other insurance options open to him under the Blue Cross-Blue Shield plan and/or any of the M.E.A. Insurance options and the Board will pay up to twenty-four (\$24.00) dollars a month towards the cost of these insurance options.
- (c) No teacher will receive any of the above in cash.
- (d) The amounts to be paid by the Board under this Section are to be in twelve (12) monthly increments.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this agreement.

Section 2: **FIRST STEP:** A teacher who believes he has a grievance shall first discuss the matter with his principal personally or accompanied by an Association representative or Association officer within five (5) school days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply: provided the Association signs, or any committee of the Association signs the grievance.

Section 3: **SECOND STEP:** Any grievance that is not settled as set forth in Section 2 of this Article or those grievances submitted by the Association shall be submitted in writing to the principal of the school in which the grievance arises. All grievances shall state the facts upon which they are based, when they occurred and shall be signed by an officer of the Association and the teacher who is filing the grievance or an officer of the Association when the Association files a grievance and shall be submitted to the principal within six (6) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Association. The principal shall give a written answer to the aggrieved teacher or the Association within two (2) school days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the principal.

Section 4: **THIRD STEP:** If the grievance has not been settled in the Second Step and if it is to be appealed to the third step, the grievant and/or his Association representative or representatives shall notify the Superintendent in writing within three (3) school days after receipt of the principal's Second Step answer of the desire to appeal. If such written request is made, the Superintendent or someone by him designated shall meet with the grievant and/or Association representative or representatives within five (5) school days to consider the grievance. The Superintendent shall give a written answer to the aggrieved teacher and/or his Association representative or representatives within five (5) school days after the date of this meeting. If the answer is mutually satisfactory the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Superintendent.

Section 5: **FOURTH STEP:** If the grievance has not been settled in the third step and if it is to be appealed to the fourth step, the grievant and/or his Association representative or representatives shall notify the Superintendent in writing within five (5) school days after receipt of the Superintendent's third step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the School Board, the Superintendent, the grievant and the Association representative or representatives within ten (10) school days after receipt by the Superintendent of the notice of desire to appeal. A written answer shall be given by the Board's representative to the aggrieved teacher and the Association representative within fifteen (15) school days after the date of the fourth step meeting.

Section 6: **FIFTH STEP:** If the grievance has not been settled in the Fourth Step, the grievant and/or his Association representative or representatives may submit the matter to mediation under the Act or, may submit such grievance, to arbitration,

provided such submission is made within ten (10) school days after receipt of the fourth step answer.

- (a) All matters submitted to arbitration shall be submitted to the American Arbitration Association or the Michigan Employment Relations Commission. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of the arbitrator under this provision shall be borne equally between the parties. All other expenses, except the arbitrator as mentioned above, shall be borne entirely by the party incurring the expense.

Section 7: Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. The above grievance procedure affords the sole and exclusive remedy for complaints and grievances under this agreement and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to this agreement.

Section 8: The presentation and discussions of grievances provided for in this Article shall take place outside of the regular school hours except during the first three (3) steps of this procedure (Sections 2,3 and 4 of this Article) which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.

Section 9: In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays Monday through Friday being as if they were school days in determining the time limits set forth above.

Section 10: If an individual teacher has a personal complaint which he decides to discuss with the 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 teacher shall be the sole responsibility of the Association.

ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS

Section 1: 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. Involuntary transfers shall be discouraged.

Section 2: The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from the faculty staff without undue disruption to the existing instructional program. If the superintendent in his judgment 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.

Section 3: Whenever a vacancy arises, 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.

ARTICLE X - TEACHING CONDITIONS

Section 1: The Board will provide a separate desk with lockable drawer space for each teacher in the District as well as gym uniforms, tank suits for Physical Education Teachers, smocks for Art and Home Economic Teachers, laboratory coats for Laboratory or Science Teachers, shop coats for Vocational and Industrial Education Teachers. Laundry service for this last mentioned item will be provided without charge to the teacher.

Section 2: Teachers, other than newly appointed and substitute teachers, will be notified of their tentative programs for the coming school year, including schools to which they will be assigned, the grades and/or subject they will teach and any special or unusual classes that they will have as soon as practical and under normal circumstances, no later than June 1.

Section 3: Any proceeds from vending machines placed in the teachers' lounge or lunch room areas shall be placed in the Student Scholarship Fund created for that purpose. Such Scholarship Fund shall be administered jointly by the Association and the Administration.

Section 4: The Board agrees to make available copying and duplicating facilities to aid teachers in the preparation of instructional material.

Section 5: It is recognized by the parties that the teacher may not fairly be expected to assume responsibility for emotionally disturbed students nor be charged with the responsibility for psychotherapy. Whenever it appears to the classroom teacher and/or counselor and in conjunction with the principal, that any pupil or pupils require the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take responsible steps to relieve the teacher of responsibility with respect to such pupil or pupils.

Section 6: The Board will provide suitable space for each teacher to store coats, overshoes, and personal articles; copies, exclusively for each teacher's use, of all texts used in each of the courses the teacher is to teach; and adequate attendance books, paper, pens, chalk, erasers, and other such material required in daily teaching responsibility.

Section 7: Telephone facilities shall be made available to teachers for their reasonable use.

Section 8: Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.

ARTICLE XI - WAGES

Section 1: The wage schedule attached hereto as Exhibit "A" shall be in effect for the term of this Agreement. This Section and all Sections related to wages will be subject to approval by the wage price commission.

ARTICLE XII - EVALUATION

Section 1: The parties recognize the importance and value of developing procedures for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end the following procedure has been agreed to in an effort to accomplish the goals.

Section 2: All monitoring or observation of the performance of a teacher will be conducted openly and with full knowledge of the teacher.

Section 3: Copy of any written evaluation will be submitted to the teacher at the time of personal interview or within ten (10) days thereafter, one (1) to be signed and returned to the administration and the other to be retained by the teacher. In the event the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file.

Section 4: Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

Section 5: No material may be placed in the teacher's personal file without allowing the teacher an opportunity to file a response thereto and said response shall become part of said file.

Section 6: A teacher who shall have allegedly committed a breach of discipline in his professional behavior shall be entitled to have present on request his building representative or such other association representative who is readily available when he is officially being reprimanded, warned or disciplined for such alleged infraction.

ARTICLE XIII - GENERAL

Section 1: If, during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 2: This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in writing, and signed by both parties as an amendment to this agreement.

Section 3: 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

ARTICLE XIV - DURATION

This contract will become effective July 1, 1973 and shall remain in full force and effect until July 1, 1975.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, on this
20th day of August, 1973.

CALEDONIA EDUCATION ASSOCIATION

BOARD OF EDUCATION OF CALEDONIA COMMUNITY
SCHOOLS OF KENT, ALLEGAN AND BARRY COUNTIES

Timothy E. M. Roy Pres.
Earl D. Gingle
C. Michael Vaughn
Larry H. Thompson

Dorothy M. Merriman
Dana F. Clark
Garry M. Durkee
William E. Bee
George Radzys

CORRECTED COPY

8-29-73

EXHIBIT A

Section 1: Salary Schedule 1973-75

<u>Step</u>	<u>BA</u>	<u>%</u>	<u>MA</u>	<u>%</u>
1st Step	\$ 8,250.	100	\$ 9,075.	100
2nd Step	8,745.	106	9,620.	106
3rd Step	9,240.	112	10,164.	112
4th Step	9,735.	118	10,709.	118
5th Step	10,230.	124	11,253.	124
6th Step	10,725.	130	11,798.	130
7th Step	11,220.	136	12,342.	136
8th Step	11,715.	142	12,887.	142
9th Step	12,210.	148	13,431.	148
10th Step	12,705.	154	13,976.	154
11th Step	13,200.	160	14,520.	160
<u>Longevity Steps</u>				
15th Step	13,448.	163	14,792.	163
20th Step	13,695.	166	15,065.	166

Section 2: A certificated regular part-time classroom teacher will receive his salary, extra pay, sick leave and leaves of absence, hospitalization and insurance benefits in direct proportion to the hours he works in relation to six (6) hours per day.

For example, a regular part-time teacher who works three (3) hours a day will receive salary at 1/2 the salary schedule, five (5) full days sick leave, etc.

Section 2a: On July 1, 1974 there will be a cost of living adjustment computed on the base wage, based on the appropriate cost of living factor (Consumer Price Index, U.S.) for our area as of May 1 of that year. The cost of living adjustments on July 1, 1974 cannot allow for a decrease in the employees wage scale from the previous year. This cost of living adjustment will be for the Period May 1, 1973 to May 1, 1974.

The above to be computed on the B.A. base salary and then multiplied on the index. It is understood that the M.A. base will be adjusted to 10% above the B.A. base.

Section 3: The following extra duties pay will be based on the following percentages of the base BA salary. For 1974-75 the adjusted BA base allowing for the cost of living will be used.

<u>Activity</u>	<u>Years Experience in System</u>			
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
Football				
Head Varsity	11.0	11.5	12.5	13.5
Asst. Varsity	8.0	8.5	9.0	9.5
Head Jr. Varsity	8.0	8.5	9.0	9.5
Asst. Jr. Varsity	7.5	8.0	8.5	9.0
Freshman	7.5	8.0	8.5	9.0
Basketball				
Head Varsity	11.0	11.5	12.5	13.5
Head Jr. Varsity	8.0	8.5	9.0	9.5
Freshman	7.5	8.0	8.5	9.0
8th	4.0	4.5	5.0	5.5
7th	4.0	4.5	5.0	5.5
Track				
Head Varsity	7.5	8.0	8.5	9.5
Asst. Varsity	5.5	6.0	6.5	7.0
7th & 8th - if official sport	3.0	3.5	4.0	4.5
Baseball				
Head Varsity	7.5	8.0	8.5	9.5
Jr. Varsity	5.5	6.0	6.5	7.0
Wrestling				
Head Varsity	8.5	9.5	10.5	11.5
Tennis	5.5	6.0	6.5	7.0
Golf	5.5	6.0	6.5	7.0
Cross Country	5.5	6.0	6.5	7.0
Newspaper	4.0	4.5	5.0	5.5
G.A.A.	4.0	4.5	5.0	5.5
Cheerleading				
Sr. High	4.0	4.5	5.0	5.5
Jr. High	3.5	4.0	4.5	5.0
Band	8.5	9.0	9.5	10.0
Choral	5.5	6.0	6.5	7.0
Yearbook				
Sr. High	6.5	7.0	7.5	8.0
Jr. High	3.5	4.0	4.5	5.0
Debate	4.0	4.5	5.0	5.0
Forensics	2.5	3.0	3.5	4.0
Junior Play	4.5	4.5	4.5	4.5
Senior Play	4.5	4.5	4.5	4.5
Safety Patrol	3.5	3.5	3.5	3.5
Elementary Camp	.5	.5	.5	1.0
Girls Sports				
Volleyball	2.0	2.5	3.0	3.5
Basketball	3.0	3.5	4.0	4.5
Softball	2.0	2.5	3.0	3.5
Bowling	2.0	2.5	3.0	3.5
Tennis	2.0	2.5	3.0	3.5
Golf	2.0	2.5	3.0	3.5
Swimming	4.0	4.5	5.0	5.5

The following extra pay duties will be paid as follows:

Driver Education Coordinator	\$ 220.00 year
Instructors - 1st year	6.25 hour
2nd year	6.50 hour
3rd year	6.75 hour

Sponsors:

Senior Class	\$ 290.00 each
Junior Class	210.00 each
Sophomore Class	140.00 each
Freshman Class	115.00 each

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.

Section 4: Teachers shall receive extra compensation in the amount of \$75.00 for each two (2) semester hours, (or the equivalent in term hours) of study credits successfully completed beyond the Bachelor's Degree in their related field.

- A. Before the extra compensation will be paid, the teacher will:
 - (i) Furnish proof to the Superintendent of successful completion of credit.
 - (ii) Agree to remain in the Caledonia School District as a teacher for one additional semester.
- B. There will be a maximum of \$150.00 per teacher.
- C. Compensation will be based on courses taken from September 1 through August 31.

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