

AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF THE CALEDONIA SCHOOLS

AND

THE KCEA/MEA/NEA

PROFESSIONAL TEACHING STAFF

2007-2012

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AGREEMENT

THIS AGREEMENT entered into by and between the School District of the Caledonia Community Schools, of Kent, Allegan and Barry Counties, hereinafter called the "Board" and the Kent County Education Association/Michigan Education Association/National 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 terms set forth for the duration of this agreement.

ARTICLE 1 - RECOGNITION

Section 1 **Members:** The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all current certified full-time, and regular part-time classroom teachers, certified librarians, counselors, speech therapists, school psychologists, social workers, alternative education teachers, and certified special education personnel under contract with the Board of Education of the Caledonia Community Schools, but excluding substitute teachers, supervisory and executive personnel and office, clerical, maintenance, and operating employees, community education employees, and all other employees of the Board or of any other employer. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association as defined in this section.

Section 2 **Association Dues:**

- A. All teachers shall, as a condition of employment, (1) on or before thirty (30) day from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall be a legally permissible amount determined in a legally permissible manner and shall not exceed the amount of Association dues collected from Association members. The Teacher may authorize payroll deduction for such fee. In the event that the Teacher shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's salary and remit same to the association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each Teacher. Moneys so deducted shall be remitted to the Association, or its designee, no later than thirty (30) working days following deduction.

- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- C. Any Teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing

deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, By-laws and Administrative Procedures. Payroll deductions shall be made in equal amounts, as nearly as may be, from the paychecks of each teacher.

- D. Due to certain requirements established in court decisions, the parties Acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
- E. In the event of any legal action brought against the Caledonia Community Schools, Board, past and present individual members of the Board or past and present administrative employees or agents of Board in a court or administrative agency because of Board's compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Caledonia Community Schools, Board, past and present individual members of Board and past and present administrative agents and employees of Board from any form of cost, damages and other liability imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

Section 3 Other Deductions: The Board agrees to make deductions from the paychecks of teachers for health insurance, credit union or bank deductions and authorized annuity plans. The employee must properly authorize the deductions in writing and the only responsibility of the Board will be to pay the deduction to a transmittal agency or a proper party so named.

ARTICLE 2 – TEACHER RIGHTS

Section 1 **Facilities and Equipment:** Upon approval of the building principal or superintendent, the Association shall have the right to use school facilities and equipment. One bulletin board area per staff lounge will be provided for Association business matters. The Association shall pay for the cost of all materials and supplies or damages incidental to such use. If the activity is held when a custodian is not regularly scheduled, the Association shall pay for the custodial services. The Association will follow the school facility use policy and complete the request form if it is needed after the regular school day.

Section 2 **District Information:** 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. School records are not to be removed from the office in which they are located.

Section 3 **Use of School Mail:** The Association may use the inter-school mail, e-mail service and teacher mailboxes for communications to the teachers.

Section 4 **Just Cause:** No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

Section 4 **Representation:** A teacher who shall have allegedly committed a breach of discipline in his or her professional behavior shall be entitled to have present on request the building representative or such other association representative who is readily available when he or she is officially being reprimanded, warned or discipline for such alleged infraction.

ARTICLE 3 – BOARD OF EDUCATION RIGHTS

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 4 – TEACHING HOURS AND CLASS LOADS

Section 1 **Hours:** The normal workday for teachers will not exceed seven (7) hours and 20 minutes. It is understood that the 20 minutes will be part of the normal workday, but will be counted as non-instructional time for the teachers. Each school building has the responsibility of insuring that within the specific workday required by contract, that enough instructional time will be allocated to total 1098 hours for the school year, not including professional development time. This section is subject to negotiations in order to meet any increases in state mandated instructional hours.

Section 2 **Staff Meetings:** It is the responsibility of each individual teacher to accept duties normally associated with the teaching profession. Attendance at staff meetings is compulsory. The administrator of each building or department will establish a schedule for regularly held staff meetings. Teachers will be notified of any change in a regularly schedule staff meeting as soon as possible.

Section 3 **Approval for Leaving Early:** Any teacher desiring to leave his or her assigned building prior to the completion of his or her daily schedule, shall notify his or her immediate supervisor or his or her appointee, and get prior approval before leaving.

Section 4 **Normal Workday:** It is understood that personnel assignments as to days and hours may, of necessity, change periodically during the school year.

Elementary Time: Includes lunchtime, teacher preparation time, student passing time, and before and after school time. Within the normal workday, as defined in Article 4, Section 1, there will be a guaranteed 45 minutes of blocked planning time for the regular classroom teacher, with a 250 minutes of planning time per week. Kindergarten teachers will receive a guaranteed 30 minutes of blocked planning time, with 150 minutes of planning time per week. All elementary teaching specialists will have planning time equal to that of other elementary teachers, but not necessarily blocked. Part-time Specialists will be guaranteed the appropriate proportion of planning time, but not necessarily blocked. (As an example: A teacher who is a .5 Specialist would receive 125 minutes of planning time per week).

Middle School Time: Includes lunchtime, teacher preparation time, student passing time, and before and after school time. All middle school teachers will receive a planning time equal to a period and a half (time formerly in FACTS Agreement) for the 2007-2008 school year. A committee composed of equal proportions teachers and administrators will be established for the purpose of reviewing and defining Middle School planning time prior to the 2008-2009 school year.

High School Time: Includes lunchtime, teacher preparation time and student passing time, and before and after school time. Assignments to a supervised study period shall be considered a teaching period for the purposes of this article. Each high school teachers will receive a daily planning time equal to a class period defined as a MACRO.

Alternative Education: While the workday, as defined in Article 4, Section 1 applies to the alternative education teachers, it is recognized that specific work days and hours may vary in the alternative education program. The program administrator is responsible for assigning the specific workdays and hours.

Section 5 Lunch: All teachers shall be entitled to a duty-free lunch period of no less than thirty (30) minutes in duration.

Section 6 Elementary Recess: Duties shall be assigned to teachers on a rotating basis.

Section 7 Certified Subs: Certified substitutes will be provided for vocal music, physical education, band, and library when the regular teachers are absent if a certified substitute is available, preferably in that subject area.

Section 8 Overloads/Sub Pay: If a teacher shall agree to teach more than the normal teaching load, as set forth in this Article 4, the teacher shall be paid an additional sum equivalent to that part of his or her basic annual salary designated for a similar assignment. (As an example: An additional one semester Macro at the high school would be equal to what the teacher would get paid for a one semester Macro during their normal workday.)

All teachers who substitute during their planning periods or who take lunch period duty will receive \$15.00 per planning period or lunch worked. Teachers who substitute during planning periods or for lunch supervision, may choose compensatory time. Records of all compensatory time earned, will be kept at the individual building levels. There will be a committee established, composed of equal proportions teachers and administrators, for the purpose of proposing a procedure for the use of compensating time at the building levels. This procedure will be put into a Letter of Understanding before the end of the 2007-08 school year.

Section 9 Class Size: It is agreed that class size will be limited to not more than 26 pupils per lower elementary classroom (K-2), 28 per upper elementary classroom (3-6), and 30 pupils per middle school (7-8). High school classrooms will be limited to 30 pupils or equal to the number of lab stations in the room. Exceptions to these limits are: keyboarding, band, vocal music, physical education, and study hall. Whenever class size exceeds the above limitations following written notice by the teacher, action will be taken by the District's representatives to remedy and correct the situation. Such written notice by the teacher should be sent to the building principal with copies to the superintendent and Association.

In reviewing a class size problem, the following criteria shall be taken into consideration:

1. Number of classes being taught by the teacher(s).
2. Number of students in each class(es).
3. Size of classroom or other facilities.
4. Split classes.
5. Number of students being mainstreamed.
6. Special needs of students.
7. Instructional materials and equipment available to teachers.
8. Nature of subject/skills taught, i.e. basic or enrichment, etc.

A decision and remedy based on the above criteria shall be implemented within ten (10) calendar days after written notice and request is given by the affected teacher. Failure to remedy class size problems within fifteen (15) calendar days of the request for action will permit the grievant to file a grievance with the building principal; however, in the case of the high school, the teacher's appeal shall be to a class-size committee rather than a grievance. This committee shall consist of the high school principal, one administrator designated by the high school principal and two (2) teachers designated by the Association and shall be required to review the complaint and make appropriate recommendations.

The ratio of pupils to classroom teachers within the district shall not exceed the above maximums with the exception of a class having one or more mainstreamed pupils. Teachers having one or more mainstreamed pupils shall have class size decreased according to the number of such pupils and the nature and severity of impairment of the student as defined by the Michigan Department of Education Guidelines for Special Education programs.

Section 10 Instructional Council: The Board and the Association agree to establish a joint advisory committee known as the Instructional Council. The purpose of this council shall be to recommend instructional strategies affecting the nature and design of the instructional program of the District. The members of the Council will be responsible for developing the criteria for evaluating instructional programs and recommending instructional strategies concerning said programs. All matters concerning K-12 instructional programs and instructional strategies shall be first submitted through the Council for its recommendation prior to action by the Board of Education.

- A. The Council shall be composed of at least one teacher from each building (for purposes of Special Education personnel that group will elect a representative the same as a building) and administrators elected annually by their respective groups. The Council shall have co-chairpersons, one a teacher and one an administrator, who as determined by the Council membership.
- B. The Council shall be responsible for recommending to the Board matters pertaining to textbook selection, teaching equipment and building design teaching experiments and innovations and inservice education program.
- C. The Council may on its own motion, invite students, parents or representatives to meet with the Council for consultation. It may also appoint sub-committees to assist with responsibilities. The Board shall provide staff and clerical assistance.

ARTICLE 5 – PROTECTION OF TEACHERS

Section 1 Legal Counsel: If a teacher is sued by reason of disciplinary action taken 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 or her defense provided the teacher is free of fault. Each teacher has the responsibility to review periodically board policies and administrative rules and regulations.

Section 2 Injury: If in the case of an assault wherein 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 when Worker's Compensation is paid, the Board shall pay the difference between the sum received as a result of Worker's Compensation and the teacher's regular salary at the time of the injury, not to exceed three (3) years.

Section 3 **Reimbursement for Loss:** the Board will reimburse teachers to a maximum of \$100.00 for any loss, damage, or destruction of clothing or personal property, not covered by the teacher's personal insurance while on assigned duty and when the loss does not result from any fault on the part of the teacher.

Section 4 **Insurance Compensation:** Any moneys paid by the Board under this article (5) 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 **Further Compensation:** The Board assumes no loss to teachers due to vandalism, fire or theft except 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 the cost of the material vandalized only; provided existing safeguards available were used to protect the property. Money and jewelry are not covered.

ARTICLE 6 – LAYOFF AND RECALL

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 shall apply the following order of reduction in personnel:

- A. Voluntary layoff and/or temporary employees;
- B. Probationary teachers with the least number of continuous years teaching in the district, provided there are fully qualified certified teachers to replace and perform all the needed duties of the laid off teachers.
- C. If reduction is still necessary, then tenure teachers with the least number of years of continuous service in the district will be laid off first, providing there are fully qualified, fully certified personnel to replace and perform all of the needed duties of the laid off teachers. Fully qualified and fully certified shall be defined as:
 1. Teachers who hold a current certificate, permit, vocational authorization, or temporary teacher employment authorization issued by the Michigan Department of Education and valid for the position to which the individual is assigned.
 2. Teachers who have a major in a particular subject to be taught; or who have completed eighteen (18) semester hours of college credit in a given subject area or have taught in the subject area on a regular basis within the last five (5) years preceding the layoff.

Section 1 **Seniority:**

Seniority shall be defined as the length of continuous years of service to the Caledonia School District within the bargaining unit after individual approval of the member by the Board. Starting with the 2007-2008 school year, the Association will determine seniority of its members and inform District of the results following the Winter Break. Anyone hired after the Winter Break will have their seniority determined at the start of the new school year. This list will be used as the determining factor for seniority.

- A. Shall not be prorated for part-time employees.
- B. Shall not accrue while on leaves of absence or layoff.
- C. Shall be frozen for teachers who take leave from the unit to occupy another position (EX. administrator) in the school district.

Section 2 **Seniority List/Layoff:** The Association and the Board shall prepare a teacher seniority list with certification and qualifications noted on or before February 1 of each year. Within ten (10) school days the list will be verified by the Association prior to its final approval. The Association shall have the right to review the layoff list prior to the notification of individual teachers to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance concerning the list within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

Section 3 **Recall:** Employees shall be recalled in inverse order of layoff to vacancies for which they are certified (licensed, etc.) and qualified. Employees failing to respond to a written notice of recall within ten (10) business days of the receipt of such notice shall be considered to have voluntarily resigned. Except where prohibited by the Tenure Act, teachers shall only be eligible for recall for a period of three (3) years from the effective date of their layoff. Probationary teacher eligibility will follow the language of the Tenure Act. The Tenure Act language and Board Policy will be used for notification of vacant positions.

Section 4 **Tenure Act:** Bargaining unit members not subject to the provisions of the Tenure Act shall have a probationary period paralleling that provided by the Act.

Section 5 **Certification During Layoff:** Changes in certification (etc.) while on layoff shall not affect the teacher's status during the layoff period. It shall, however, be recognized during recall from layoff status. It is the teacher's responsibility to notify the Board in writing of any changes in certification (licenses, etc.) or qualifications which would impact their recall rights.

Section 6 **Other Considerations:** When vacancies occur, the Board agrees to give consideration to laid off certified teachers from district members of KCEA/MEA/NEA. A copy of vacancy postings will be sent to the K.C.E.A. offices.

ARTICLE 7 - ABSENCES

Section 1 Sick days: 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 217. However, severance payment as described in Article 14, Section 5, will be paid on a maximum of 185 days. The building principal or superintendent must approve each day of absence. Further: Five (5) days per school year (charged against sick leave) may be used 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 (over one year) in the household, and for persons for whom legal responsibility has been assigned. Absences (immediate family) in excess of five (5) days per school year will be deducted at the rate of 1/185th of the teacher's scheduled pay for each day absent.

The teacher may be required to present a physician's statement of illness or injury at the request of the building principal or superintendent.

Section 2 Sick Bank: Absence in excess of accumulated sick days and not granted by the Sick Leave Bank Committee will be deducted at the rate of 1/185th thereafter of the teacher's scheduled pay for each day absent.

Any teacher whose personal illness extends beyond the teachers accumulated sick days may be granted additional sick days by the Sick Bank Committee. The committee shall be composed of three Caledonia teachers designated by the Kent County Education Association. Upon receipt of a formal written request by a teacher, the committee shall meet within five (5) days to review the request.

The following general guidelines shall apply to all requests for days from the sick bank:

1. A teacher must exhaust all their personal sick leave accumulation. The Bank Committee may grant additional sick leave to a teacher dependent upon demonstrated need.
2. Days shall not be granted retroactively.
3. No days shall be granted by the committee where the applicant is receiving Worker's Compensation.
4. The maximum number of days an individual shall receive from the sick bank shall not exceed 90 days. However, it is expressly understood that an individual must be on the LTD plan provided in Article 8 upon completion of the required 90 day waiting period.
5. The decision of the committee shall be final and is not subject to the grievance procedure.
6. When the existing 132 days are depleted, the Board and the Association will replenish the sick bank by making matching contributions. Each teacher or staff will contribute one sick leave day at the time the bank is depleted and the Board will match the total teaching staff contributions.

The Committee and the Kent County Education Association agree to hold harmless the Board, including individual Board members and its agents, harmless against any and all claims, demands, suits, or other forms of

liability that may arise out of or by reason of action taken by the Committee with respect to Article 7, Section 2.

Section 3 **Paid Leaves:** Leaves of absence, with pay and not charged against sick leave, will be made available for the following reasons. The building principal or superintendent must approve each day of absence.

- A. **Association-Controlled Personal Days:** The Board of Education agrees to provide to the Association ten (10) days/contract year, not to accumulate, for personal reasons. The Association is charged with the responsibility of granting/denying said days to its membership. While it is not necessary to explain each of the days granted, the Association agrees that appropriate building principal(s) will know at least five days in advance of the absence of such leaves. Further, the association accepts the responsibility for monitoring their usage so that neither the image of the teachers nor that of the Board of Education is tarnished in any way.
- B. **Personal Days:** Each teacher will be granted three (3) personal days per year that he/she will be allowed to use as he/she sees fit. Such days are to be scheduled with the principal at least one week in advance and the district reserves the right to grant such days to no more than five percent of the teaching staff on one day. Such days are not cumulative and it is agreed that these days will be used with the same cautionary discretion as described in the above section on Association-Controlled Personal Days. One (1) of the three (3) Personal Days must be used in the first semester of the school year. One (1) unused Personal Day will be added to the teacher's sick leave accumulation upon their written request to the Personnel Office by June 30 of each year.
- C. **Bereavement:** 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, father and mother in-law, grandmother and grandfather in-law, brother and sister in-law, spouses, step-children or individuals residing for an extended (over one (1) year) 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. Unused days will not be accumulative.
- D. **Jury Duty:** If a teacher is called for jury service, he/she may serve. Salary payments will continue normally and any money paid for the jury duty (except mileage) is to be given to the payroll department of the school district.

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

- A. **Study Related** to the teacher's licensed field or; study, research or special teaching assignment involving an advantage to the school system.
- B. **Medical** – A leave or absence may be granted upon written request to those teachers who are unable to teach because of personal illness or injury.

1. The maximum length of this leave shall be for the duration of the semester for which the leave is granted and the following semester.
 2. At the Board's discretion, such leave may be extended if applied for in writing and approved by the Board.
 3. Failure of any teacher, or designated representative, to apply for such unpaid leave prior to using their last available paid leave day shall be just cause for termination of their employment.
 4. If, during the school year, any teacher on an unpaid status is absent more than thirty (30) consecutive workdays, insurance benefits will be discontinued.
 5. Prior to returning to work the teacher must, on request, furnish the Superintendent with a written, signed statement from the attending physician stating that the teacher is capable of returning and performing the full duties of his or her assignment.
 6. Failure to report to work (without notification and approval) on the reinstatement date agreed after recovery shall be considered to be voluntary termination of employment.
- C. Other Leaves may be granted for periods up to two (2) years and subject to renewal by the Board. The matter of term of leave, replacement, notice, and position on return will be the subject of discussion between those interested parties at the time the leave is considered. Examples of such leaves are:
1. **Child Care Leave**: This leave is available without pay. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board.

Some conditions related to child care leave:

- A. In order to provide for continuity within the classroom between pupils and teachers, the teacher shall notify the Superintendent's office in writing at least thirty (30) days prior to the beginning of the leave date.
 - B. As nearly as possible, the beginning date of the leave of absence shall conform to the beginning or ending of a marking period, semester, or school year. In the event of a dispute concerning the beginning date of the leave, the teacher shall be entitled to a private hearing before the board prior to the Board's action on the leave. Once the beginning date of the leave has been approved by the Board it shall not thereafter be change, except in the case of emergencies to be determined on an individual basis.
 - C. Sixty (60) days prior to the termination date of the leave, the teacher shall notify the Board of the employee's intent to return to active teaching status unless the leave extends into the summer in which case the teacher shall notify the Board no later than June 1 of intent to return.
2. **Sabbatical Leaves** may be granted at the discretion of the Board in accordance with Section 380.1235 of the 1976 revision of the school code of 1955. The Board may at its final option grant ½ pay under this section if it so wishes.

3. **Military leaves** of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in 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 5: Association Days: A total of seven (7) days will be granted to the Association for the purpose of attending state or regional conferences of M.E.A. or association-oriented meetings. The following conditions govern their use:

- A. Three (3) days advance notice must be given to the building principal.
- B. The Association will reimburse the cost of the substitute teacher's pay to the school district.
- C. No time off from regular teaching hours will be granted for conducting Association business, unless prior approval is granted by the Board of designee.

Section 6: Other: All leaves are considered as time off for the protection of the employee. Any employee who willfully violates or misuses this policy or who misrepresents any statement or condition under this policy will be subject to disciplinary action up to and including discharge.

Section 7: Family and Medical Leave Act: Parties agree to abide by the rules and regulations set forth in the Family and Medical Leave Act (federal) of 1993. This section shall not be construed as limiting the right of a member to elect to substitute paid leave for unpaid leave in accordance with section 102 (d) (2) of the aforementioned legislation.

ARTICLE 8 – OTHER BENEFITS

Section 1 Credit Experience: 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 when they obtain tenure in the Caledonia school system. Before receiving tenure in Caledonia School system they may be given up to seven (7) years experience on the salary schedule.

Section 2 Degree Status Change: Any changes in the degree status that affect the salary schedule must be made upon notification and proof of change by September 1, or February 1, of each school year. The change in salary will be effective for the full semester. The materials must be received at the Office of the Superintendent prior to these due dates in order to become effective for that time period.

Section 3 Worker's Compensation Act: Any teacher of the school district who in the line of duty incurs any injury for which he or she received compensation under the Worker's Compensation Act shall be paid during the period of disability the difference between his or her salary and the amount received under the Worker's Compensation insurance plan, provided that:

- A. Said sick leave benefit is valid by law and payable only if the sick leave benefit compensation shall not reduce the amount of benefit received by the teacher under the Worker's Compensation insurance carrier.
- B. Said sick leave benefit shall not be paid for a longer period than the period equivalent to the accumulated sick leave as heretofore determined in Article 6
- C. The employee shall not lose earned sick leave time for that percentage of time compensated under the Worker's Compensation insurance plan.

Section 4 Hospitalization and Insurance Benefits:

- A. Beginning September 1, 2004, the Board shall provide, without cost to the teacher, MESSA Choices II plan A or plan B as described below.

Plan A:

- 100% of the premium costs for MESSA Choices II protection with the 10/20 Drug Card will be provided during the 2007-08 school year. The employee will absorb the 10/20 co-pay costs per prescription up to \$500 annually. Each employee will have a guaranteed stop loss by the Caledonia Community Schools District of \$500. Proof of prescription costs of \$10 or \$20 from member fees that exceed the \$500 out of pocket expense by the employee will be obtained by the employee and submitted to the Administration Office for reimbursement. Reimbursement checks will be issued twice per year. The first check will be issued on or prior to June 30 of the calendar year, and the second check will be issued on or prior to December 31 of each calendar year. It will be the responsibility to submit all reimbursement information to the Administration Office by June 1 and December 1 of each calendar year in order to receive payment. These terms will continue through the expiration of the contract in 2010.
- Long term disability insurance at 66-2/3% with a 90 day waiting period (modified fill, \$5,000 monthly maximum).
- Delta Dental Plan 80%: 80/80/80 \$2,500 and 80: \$3,000.
- Life Insurance \$45,000 with A.D. & D.
- Vision Care Plan VSP 3

Plan B:

- Long term disability plan – same as Plan A
- Delta Dental Plan – Same as Plan A
- Vision Care Plan – Same as Plan A
- Life Insurance – Same as Plan A
- Equivalent of the single subscriber premium to be received as regular income or applied toward any of the MESSA variable options or any of the Board approved annuities.

Plan C:

- MESSA Super Care 1 protection with a \$10/20 drug card and \$100/200 deductible. The Board will provide equivalent to the cost of MESSA Choices and the employee will pay the difference of the premium through payroll deduction. Employees with Super Care 1 will also have the guaranteed stop loss as the employees with MESSA Choices II.
 - Wellness Rider
 - Long term disability insurance at 66-2/3% with a 90 day waiting period (modified fill, \$5,000 monthly maximum).
 - Delta Dental Plan 80%: 80/80/80 \$2,500 and 80: \$3,000.
 - Life insurance \$45,000 with A.D. & D.
 - Vision Care Plan VSP 3.
- A. A single person qualifies for individual membership under group provisions.
- B. For those teachers leaving employment in the Caledonia Community School system 12 months of payments will be made by the Board for group medical care insurance if the teacher taught the full year. For teachers leaving during the year, the number of months for which payments will be made will be prorated.
- C. Insurance premium contributions shall start, in the case of new teachers, at the beginning of the insurance period immediately following time they begin their teaching duties. (Exception: Employees starting after the enrollment period in September will have a waiting period of from thirty (30) to sixty (60) days before the insurance becomes effective, in accordance with the board of Education group contract.) No changes and/or additions can be made after October 1 with the exception of family addition and/or deletions. Employees may elect to pay their monthly share of employee group insurance via a section 125 plan during open enrollment.
- D. The Board of Education will pay for TB tests as required by law for employment in the school system.

Section 5 **Travel Expense:** The board agrees to reimburse teachers who are required to travel between schools in the performance of their teaching duties the amount equal to the current IRS rate. Other travel expenses, such as travel to conferences, may be paid at the rate of .40½ cents per mile with the approval of the building/program administrator.

Section 6 **Early Retirement Incentive:** At the Board's discretion, any early retirement incentive program may be activated. If such a program is offered, the details of the package will be presented at a meeting of interested parties.

ARTICLE 9 – GRIEVANCE PROCEDURE
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Section 1 **Levels:** Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement may file a written grievance with the Board or its designated representative. The Kent county Education Association designated the K.C.E.A. District Director as the local agent responsible for processing grievances.

LEVEL 1:

A teacher, group of teachers, or the Association believing that there has been a violation shall within eight (8) school days of its alleged occurrence, orally discuss the grievances with the building principal and the representative of the Association in an attempt to resolve the matter. If no resolution is obtained within five (5) school days following the discussion, the grievant shall express the grievance in writing and process in accordance with Level 2.

LEVEL 2:

Any grievance filed by a teacher, group of teachers, or the Association must be filed within fifteen (15) school days from the date of the alleged occurrence (the Board hereby designates for its representative for such purposes the principal in each school building, and/or the Superintendent of Schools when the particular grievance arises in more than one building.) Within five school days of the receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. The affected may or may not be present at such meeting.

LEVEL 3:

If the meeting is with the school principal and the parties cannot agree, the grievance shall be transmitted within five (5) school days to the Superintendent who shall have five (5) school days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the superintendent, he or she shall have ten (10) school days from receipt to approve or disapprove it. Association class or group grievance may be submitted directly to the Superintendent. If the Superintendent shall deny the grievance, either upon review of the action of the school principal, or the first instance, the Superintendent shall answer the grievance in writing and the grievance with the answer shall be transmitted to the Association. The Association shall have five (5) school days to transmit the grievance to the Board.

LEVEL 4:

No later than its next regular scheduled meeting, the Board shall receive 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. The Secretary of the Board shall render the Board's decision in writing within (10) school days after the Board hears the grievance.

LEVEL 5:

If the decision of the Board is not satisfactory to the Association, the grievance may be submitted within twenty (20) school days to arbitration before an impartial arbitrator selected by the parties. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the Arbitration hearing. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Board and to the Association. The arbitrator shall have no power to alter, add to or subtract from the terms

of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction where such award does not conflict with or deny the powers and duties of the Board granted by Legislative Act. The Board and the Association shall share the costs of any arbitration under this article equally.

Section 2 **Exception Clause:** It is expressly understood that the grievance procedure shall not apply to those matters for which statute authorizes specific remedy, such as Tenure Teacher dismissal. However, it shall be the Board's intent to afford just cause, due process as a basic principle in the administration of the school district. Should either party fail to institute its specific requirements in processing a grievance under this article, it shall be considered as having been resolved, with remedy applied favorable to the aggrieved or that the grievance is terminated and further proceedings barred. It is expressly recognized that the dismissal of probationary employees is not arbitrable under the terms of this agreement. This exclusion shall not apply to probationary employees hired prior to January 1, 1993.

Section 3 **Extensions:** It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties are encourage to process a grievance as rapidly as possible and within the limits and procedure as set forth herein.

Section 4 **Definitions of Terms:** The term "days" as used herein shall mean days in which school is in session. During summer vacation regular weekdays (Monday-Friday) excluding holidays, will be the definition of "days."

Section 5 **Termination:** The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule shall not be the basis of a grievance.

ARTICLE 10 – VACANCIES, PROMOTIONS AND TRANSFERS

Section 1 **Transfers:** The board recognizes that it is desirable in making assignments to consider the interest and aspiration of its teachers. Requests by a teacher for a transfer to a different class, building or position shall be made in writing in a letter of intent to the Assistant Superintendent after receiving an email from the Personnel Office prior to Spring Break. 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 will be made after prior consultation with the affected teacher or the Association and the building administrator affected by the transfer.

Section 2 **Vacancies:** 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/her

judgment, so determines, such a vacancy may be filled on a temporary or tentative basis until the end of a normal school year at which time the position will be considered vacant.

Section 3 **Notification of Vacancies:** 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 11 – TEACHING CONDITIONS

Section 1 **Materials:** The Board will provide a separate desk with lockable drawer space for each teacher in the District.

Section 2 **Notification:** Teachers, other than newly appointed and substitute teachers, will be notified of their tentative programs for the coming school year as soon as practical and under normal circumstances, no later than June 1. Anything unusual or special about the coming year will be explained then also.

Section 3 **Copying Facilities:** The Board agrees to make available copying and duplicating facilities to aid teachers in the preparation of instructional material.

Section 4 **Storage and Copies:** The Board will provide suitable space for each teacher to store coats, overshoes, and to lock personal articles. Copies (exclusively for each teacher’s use) of teachers manuals and texts used in each of the courses the teacher is to teach; and adequate supplies of all such material required in daily teaching will be provided by the Board.

Section 5 **Phone Use:** Telephone facilities shall be made available to teachers for their reasonable use. Personal long distance calls will not be charged to the district.

Section 6 **Teaching Conditions:** Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. Teachers shall report any unsafe conditions.

ARTICLE 12 - EVALUATION

Section 1: **Purpose:** The primary purpose of the evaluation process of the Caledonia Community Schools is for the improvement of instruction. This process affords the teacher and the evaluator the opportunity to emphasize, review and clarify responsibilities and expectations. It provides direction to encourage positive growth of the professional educator, and it attempts to improve instruction through the exchange of ideas. This teacher evaluation process, in pursuit of excellence, will empower and equip all qualified and certified professional teachers to offer the students of this district the highest quality system for learning.

Section 2: Responsibility: The parties agree that it is the duty of the administration to evaluate all teachers. The purpose of the evaluation is to determine the extent to which a teacher member is performing his/her professional duties.

Section 3: Monitoring: All evaluation, monitoring, or observations of an employee shall be conducted openly and with the full knowledge of the employee. The use of closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited, unless approved by the teacher. If there is any videotaping or audio recording with the teacher's permission, such as for self-improvement, the tape shall remain the property of the teacher.

Section 4: Process: The administration will be evaluating the teacher's performance within the time frame of formal responsibility and according to the current guidelines of the district and regulations of the revised Teacher Tenure Act. The evaluation form(s) to be used shall be mutually agreed upon by the evaluator and the teacher. Sample evaluation tools are found in the Appendix of this Contract. The final criteria determination rests with the administrator representing the Board of Education. The parties recognize that evaluation is an ongoing process.

The teachers and the administration will jointly develop criteria from which analysis of evaluations is made. The criteria is established to serve as a guide for the evaluators and teachers, but is not intended to be all inclusive nor is every item listed intended for each evaluation. Some items listed, such as records, plans, and other teacher responsibilities are ongoing observations not confined to the timelines of the actual instructional observations.

Section 5: General Procedure: The evaluation must be done according to the following express procedure:

- A. Each teacher shall be notified by September 30 of his/her evaluator prior to the start of the evaluation process.
- B. The formal evaluation will include pre-conference (to review the evaluator's expectations), observation, written analysis of the observation, recommendations and commendations, and a post-conference.
- C. A minimum of two (2) complete observations of classes/sessions/macros must be done for each formal evaluation. Of the minimum observations, one observation will be scheduled in advance and one may be unannounced.
- D. Each formal observation should be separated by at least one week, where possible. The first and last formal observation of the school year must be at least 60 days apart, unless the teacher agrees to a shorter period. Verbal and/or written feedback must be give by the evaluator to the teacher within ten (10) days of the observation.
- E. No teacher will be observed during the first or last two (2) weeks of the school year, on the day before a school holiday, or on days where special school events and/or holiday activities are scheduled.

Section 6:

Tenured Teacher:

A. The tenured teacher shall go through the evaluation process at least every three (3) years. The administrators will determine the rotation cycle for the evaluation cycle (approximately 33% per year) of the tenured teachers in their building. If the tenured teacher has received a Needs to Improve (NI) or an Unsatisfactory (UN) rating on their previous evaluation; they will continue to be evaluated yearly, and the teacher will be placed on an Individual Improvement Plan.

B. The formal written evaluation for the tenured teacher will be submitted to the teacher at a post-conference within 10 days of the last observation, but by March 30. Any charge concerning the professional competence of a tenure teacher arising out of the evaluation process shall be filed with the Board of Education by April 30.

Probationary Teachers:

The Board and the Association recognize that a new teacher may need help and orientation to become an effective teacher in the Caledonia Community Schools. Each probationary teacher will be assigned a mentor.

A. The probationary teacher shall go through the complete evaluation process twice each year, for the duration of their probationary period. The probationary teachers shall have a formal mid-year evaluation by November 30 and a final end-of-the-year report by March 30. (There will be a minimum of two observations for both the mid-year and end-of-the-year reports. The evaluation must include an assessment of the teacher's progress in meeting the goals of the IDP, including professional development of the teacher.

B. The formal written evaluation for the probationary teacher will be submitted to the teacher at a post-conference within 10 days of the last observation for the mid-year evaluation and the formal end-of-the-year evaluation.

C. Any unsatisfactory behavior shall be supported by observation and identified by the evaluator. The evaluator will also provide suggestions for remediation. All evaluations will fall into one of the following classifications:
S = Satisfactory NI = Needs to Improve UN = Unsatisfactory

Section 7: Notification:

A. In the event a probationary teacher is not recommended for continuing employment due to professional competence, the reasons for non-renewal shall be consistent with the criteria found in the Individual Development Plan.

B. A teacher who received tenure from Caledonia Community Schools and returns from a years leave of absence or is rehired to work in the district, will be evaluated their first year back.

C. The Board shall at all times retain its right and responsibility to intervene for just cause if a problem arises during the year and develop an IDP.

D. A teacher who disagrees with the content or procedure of evaluation may submit a written answer, which shall be attached to the file copy of the evaluation in question.

- E. If an administrator believes a teacher is doing unacceptable work, the reasons shall be set forth in specific terms. Included will be examples of specific ways in which the teacher is to improve and any assistance that may be given by the administrator and other staff members.
- F. Any complaints by a parent of a student directed toward a teacher shall be called promptly to the teacher's attention if, in the administration's judgment, such notice will be beneficial.

Section 8 **FOIA:** If a Freedom of Information Act (FOIA) request is received for a teacher's personal file or personnel file information, the teacher and/or the Association will be notified of the request when it is received by an administrator. If the teacher indicates that he/she will challenge whether the information is disclosable under FOIA, the Board will take the maximum time permitted by the FOIA before it responds to the request. The board will cooperate to the fullest extent of the law wherever possible including expunging or withholding material which is legally not disclosable.

Section 9 **Personnel File:** Each teacher shall have the right, upon request, to review the contents of his or her own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Confidential reference information shall be excluded. No material may be removed from the teacher's file without first informing the teacher and specifying the material to be removed. The teacher may request the removal of any document. The removal will be done at the discretion of the supervisor in consultation with the personnel officer of the district.

ARTICLE 13 - GENERAL

Section 1 **General:** If any provisions of the Agreement or any application of the Agreements to any employee shall be found contrary to law, then such provision or applications shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder. In event any provision herein contained is so rendered invalid, upon written request by either party hereto the Board and Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 2 **Conditions of Agreement:** This agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the District and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 3 **Calendar:** School year calendars will be set, with input from the teachers, and will be within the following parameters:

- A. There will be a maximum of 182 days of work in 2007-08 and 181 days of work in 2008-09. The Friday before Memorial Day will be a day off starting with the 2008-09 school year and in 2008-09 five (5) minutes instruction time will be added to each school day.
- B. There will be a maximum of 181 student instruction days.
- C. Some days are to be scheduled within the calendar to provide for snow day make up as opposed to adding them to the end of the calendar. "Snow Day" as used in this agreement, is to be literally translated as "Act of God Day".
- D. Spring break will consist of one week unless by mutual agreement of both parties.
- E. Calendar may also include such dates as the following as long as there is no violation of the foregoing parameters:
 1. Inservice days, exam schedules, marking period dates, parent-teacher conference days.
 2. Other special days (i.e. presidential visit, state playoffs, etc.) that may occur that cannot possibly be forecast.
- F. The alternative education calendar will follow school year calendar. Student instruction days will be determined with input from teachers based on program needs.

Section 4 **Canceled and Make-Up Days:** Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities may be rescheduled at the discretion of the Board of Education to insure that there is compliance with state mandated minimums. Teachers will receive their regular pay for days that are canceled but shall work on any rescheduled days with no additional compensation. Should conditions similar to the above cause the cancellation of other than a day of instruction, the board reserves the right to reschedule such day. An example of this may be a records day or a scheduled inservice day.

The Board of Education, with input from the Association and wherever feasible, will schedule make-up days within the regular school year calendar as opposed to adding them to the end of the year. A change in recent legislation, MCLA 388.1701 (3) & (4), would automatically reopen the language in this article of the master agreement.

ARTICLE 14 – COMPENSATION AND EXTRA DUTY CONDITIONS
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Section 1: **Current Wages:** See wages described in Appendix A – a part of this agreement. The salary increase calculated in this clause shall apply to all pay schedules, except where noted, in this agreement and be based on a percentage of the B.A. Base (Step 1). A wage re-opener for the 2009-10 school year will determine any salary increases. All health insurance will remain as stated in Article 8, Section 4, . Each side may identify two (2) language issues to be negotiated. Any such increase defined in this

clause shall be fully retroactive. In Appendix B are the wages for the extra duty assignments.

Section 2: Part-time Employment: Employees working less than full time will receive benefits in direct proportion to the amount of their contractual employment. Salary, extra pay, sick leave, leaves of absences, etc. will be prorated in direct proportion to the amount of the individual contract. For example, a teacher working ½ time would receive 5 sick days/year, ½ of the salary at step, ½ of the insurance benefit, etc.

Section 3: Extra duty Activities and Payment: The extra duty wages are listed following Appendix B.

- A. The extra duty pay schedules as covered in this article do not commit the Board to continuing all of these activities. If a sport has less than 75% of its normally allotted contests (as allowed by the Michigan High School Athletic Association), then the coach's remuneration will be reduced proportionately.
- B. The Board reserves the right to approve or disapprove a specific extra duty activity.
- C. In the event that any of the extra duty positions listed are vacant, a posting will be made. The Board or its designee will first examine and consider all of the candidates from the teaching staff who have applied. If, in the opinion of the Board, there is not a suitable candidate for the position, candidates from outside the teaching unit will be considered.
- D. New sports and organizations, or activities (referred to as "club" in Section E.) not currently listed under this agreement, may be added during the term of this contract, with the approval of the Board of Education. No reimbursement will be made prior to Board approval. The Association will be notified of any additional paid positions.
- E. If any building approved "club" is to be recommended to be added to this Agreement, by a building administrator to the Board, the recommendation must be made within the first three years of the "club's" inception or the "club" will be dropped. The amount of reimbursement will be discussed by the building administrator with the sponsor or coach, in consultation with the Association.
- F. Each position must have an approved job description before approval. There shall be a yearly evaluation by the supervisor of extra duty staff.
- G. All Association members may take one or more years off from their current activity and not lose their particular step in that activity.
- H. As specified in Article 8, the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule shall not be the basis of a grievance.
- I. Beginning in 1994-95 and thereafter, the top step on the extra duty schedule will be the eighth step. However, employees who were on at least step 7 on the extra duty schedule in the 1993-94 school year will be allowed to advance to step 12 by the same increment used in 1993-94. They will be allowed to

advance as long as their participation in the particular extra duty is uninterrupted.

- J. Each year of mentoring, the Mentor Teacher will be offered \$200 in Teaching Materials for their classroom/school. This token is offered to the Mentor as an appreciation from the Board of Education for the mentoring services they will give to our Probationary Teachers through-out the year.

Section 4: Tuition Reimbursement:

- A. Teachers may receive a maximum of \$1,200 per year as tuition reimbursement for courses that relate to their field.
- B. Tuition reimbursement will be based on courses taken from September 1 through August 31.
- C. Teachers may receive credit for continuing education credits at the rate of 3 C.E.U.'s being equivalent to one semester credit hour. Teachers may not move from the bachelor's scale to the master's scale by earning C.E.U.'s but may move to BA 20, MA 15, 30, 45 by earning C.E.U.'s.

Section 5: Severance Payment:

Any teacher in good standing who has been with the Caledonia Community Schools for ten (10) years and has accumulated sick leave will be paid \$35/day for any days of unused sick leave up to a maximum of 185 days. If fewer than 185 days are accumulated the payment will be pro-rated at the same rate of \$35/day.

Note: Teachers who have accumulated 187 or more sick leave days as of August 30, 2001, shall be entitled to severance pay based on 187 days as long as they have accumulated an equal or greater number of sick days upon separation from the district.

ARTICLE 15 - DURATION

This contract will become effective upon ratification by the parties and shall remain in full force and effect until August 30, 2010. It shall not be extended orally or in writing except by the mutual written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, on this
26th day of June, 2007

FOR THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF CALEDONIA:

Robert Bergy
Robert Bergy - President

Debra McCarty
Debra McCarty - Secretary
Carol Nelson-Purkey
Carol Nelson-Purkey
Assistant Superintendent

FOR THE C.E.A., K.C.E.A., M.E.A., N.E.A.:

Duane Petrosky
Duane Petrosky
Past President

JoAnn Delmar
JoAnn Delmar
President
Tonya Karpinski
Tonya Karpinski (K.C.E.A.)

**CALEDONIA COMMUNITY SCHOOLS
EARLY RETIREMENT INCENTIVE OR SEVERANCE PLANS**

Any member recognized under Article I, Section 1 and 2 of this contract may received an early retirement incentive or severance plan under the following conditions:

- Part 1. Must notify the Board of their intentions with a letter of resignation by March 1, of the school year proceeding retirement. Should extenuating circumstances arise in the lives of those employees eligible for retirement, such as, personal illness, illness in immediate family members or other reasons that would cause the teacher to seek retirement, this notification date will not prevent them from gaining compensation under this Section. Exceptions not mentioned will be considered by mutual agreement of both parties.
- Part 2. This clause would be limited to those members who are recognized under Article I, Section 1 and 2 of this contract and who are eligible for retirement under the Michigan Public School Employees Retirement System. Payment will be made on presentation of proof from the State Retirement Office.
- Part 3. The Board shall offer an early retirement incentive for eligible teachers through the purchase of universal buy-in credit. The incentive shall be in effect beginning with the signing of this agreement and concluding at the termination of the agreement. The retirement incentive shall be offered in accordance with the follow provisions:
- A. The decision to participate in the Early Retirement Incentive Plan is expressly voluntary on the part of the employee.
 - B. The employee must have served the Caledonia Community Schools at least ten (10) consecutive years (excluding approved leaves or layoffs) and actually retire with full benefits under the terms of the Michigan Public School Employees Retirement System.
 - C. The employee must make application for retirement and provide a written statement of resignation of their position to the Board by March 1, of the school year preceding retirement. The statement of resignation will indicate that the resignation is for the purpose of retirement and state the effective date of resignation as the end of a first or second semester.
 - D. The Board agrees to purchase, on the employee's behalf, universal buy-in credit for retirement as follows:
 - 1st year 90% of MPSERS Actuarial Cost
 - 2nd year 80% of MPSERS Actuarial Cost
 - 3rd year 70% of MPSERS Actuarial Cost
 - 4th year 60% of MPSERS Actuarial Cost
 - 5th year 50% of MPSERS Actuarial Cost

Note: It is understood that if a teacher has 25 years of service and needs to buy five, he/she will receive 50% of the total dollars it would cost to purchase the five years. Similarly if he/she had 27 years and needed t purchase 3 years, he/she would receive 70% of the total dollars to purchase three years.

- E. The Board agrees to pay any other severance pay (except the Severance Plan, Section 5) to which the employee may be entitled. The purchase of universal buy-in credit shall not provide more than thirty (30) years total service credit, nor shall the Board contribution exceed a maximum of five (5) years of universal buy-in credit.
 - F. The employee, through requesting Board purchase of universal buy-in credit, agrees that such purchase shall serve as satisfaction/waiver of any other claim for compensation (e.g., unemployment compensation, etc.) against the Caledonia Community Schools.
 - G. The employee also agrees to waive, in writing, any and all rights and claims against the Board arising under the Age Discrimination in Employment Act. The employee is advised to consult with an attorney before signing the Agreement, and will be given sufficient time to decide whether to sign. The employee will have 21 days to review the Agreement before having to sign the agreement.
- Part 4. The Board, starting in the 2004-05 school year, shall offer a severance plan for eligible teachers through the following severance plan.
- A. Teachers with at least twenty-seven and one half (27.5) years of service, who have been employed at least fifteen (15) consecutive years with Caledonia Community Schools (excluding layoffs or approved leaves), shall, upon retirement, receive sixty (60%) of the difference of their base pay and the base pay at Step 1 of the B.A. Column of Appendix A.
 - B. It is understood and agreed to that teachers who elect this benefit (Section 5) are not eligible for any other Early Retirement Incentive Plans outlined in this collective bargaining agreement. It is further agreed and understood that teachers who elect the Early Retirement Incentive Plans in Part 3 and Part 4, are not eligible for the Severance Plan as described in Part 5, Section A.
 - C. Also applying to the severance: Part 4, Sections A, (The decision to participate in the Severance Plan is expressly voluntary on the part of the employee.) Part 4, Section C (The employee must make application for retirement and provide a written statement of resignation of their position to the Board by March 1, of the school year preceding retirement. The statement of resignation will indicate that the resignation is for the purpose of retirement and state the effective date of resignation.), Part 4, Section G (see above).
 - D. The employee, through requesting the Severance Plan, agrees that such agreement shall serve as satisfaction/waiver of any other claim for compensation (e.g., unemployment compensation, etc.) against the Caledonia Community Schools.

Bachelors			Bachelors + 20			Masters			Masters +15			Masters + 30			Masters + 45		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
1	1.00	\$37,869	1	1.05	\$39,762	1	1.11	\$42,035	1	1.16	\$43,928	1	1.21	\$45,821	1	1.26	\$47,715
2	1.05	\$39,762	2	1.10	\$41,656	2	1.16	\$43,928	2	1.21	\$45,821	2	1.26	\$47,715	2	1.31	\$49,608
3	1.10	\$41,656	3	1.15	\$43,549	3	1.22	\$46,200	3	1.27	\$48,094	3	1.32	\$49,987	3	1.37	\$51,881
4	1.15	\$43,549	4	1.20	\$45,443	4	1.28	\$48,472	4	1.33	\$50,366	4	1.38	\$52,259	4	1.43	\$54,153
5	1.21	\$45,821	5	1.26	\$47,715	5	1.34	\$50,744	5	1.39	\$52,638	5	1.44	\$54,531	5	1.49	\$56,425
6	1.27	\$48,094	6	1.32	\$49,987	6	1.40	\$53,017	6	1.45	\$54,910	6	1.50	\$56,804	6	1.55	\$58,697
7	1.33	\$50,366	7	1.38	\$52,259	7	1.46	\$55,289	7	1.51	\$57,182	7	1.56	\$59,076	7	1.62	\$61,348
8	1.39	\$52,638	8	1.44	\$54,531	8	1.53	\$57,940	8	1.58	\$59,833	8	1.64	\$62,105	8	1.69	\$63,999
9	1.46	\$55,289	9	1.51	\$57,182	9	1.61	\$60,969	9	1.66	\$62,863	9	1.71	\$64,756	9	1.76	\$66,649
10	1.53	\$57,940	10	1.58	\$59,833	10	1.68	\$63,620	10	1.73	\$65,513	10	1.78	\$67,407	10	1.83	\$69,300
11	1.60	\$60,590	11	1.65	\$62,484	11	1.75	\$66,271	11	1.80	\$68,164	11	1.85	\$70,058	11	1.90	\$71,951
12	1.64	\$62,105	12	1.69	\$63,999	12	1.78	\$67,407	12	1.83	\$69,300	12	1.89	\$71,572	12	1.93	\$73,087
13	1.64	\$62,105	13	1.69	\$63,999	13	1.78	\$67,407	13	1.83	\$69,300	13	1.89	\$71,572	13	1.93	\$73,087
14	1.64	\$62,105	14	1.69	\$63,999	14	1.78	\$67,407	14	1.83	\$69,300	14	1.89	\$71,572	14	1.93	\$73,087
15	1.68	\$63,620	15	1.73	\$65,513	15	1.81	\$68,543	15	1.86	\$70,436	15	1.92	\$72,708	15	1.96	\$74,223
16	1.68	\$63,620	16	1.73	\$65,513	16	1.81	\$68,543	16	1.86	\$70,436	16	1.92	\$72,708	16	1.97	\$74,602
17	1.68	\$63,620	17	1.73	\$65,513	17	1.82	\$68,922	17	1.86	\$70,436	17	1.92	\$72,708	17	1.97	\$74,602
18	1.72	\$65,135	18	1.77	\$67,028	18	1.84	\$69,679	18	1.89	\$71,572	18	1.94	\$73,466	18	1.99	\$75,359
19	1.72	\$65,135	19	1.77	\$67,028	19	1.84	\$69,679	19	1.89	\$71,572	19	1.94	\$73,466	19	1.99	\$75,359
20	1.72	\$65,135	20	1.77	\$67,028	20	1.85	\$70,058	20	1.89	\$71,572	20	1.94	\$73,466	20	1.99	\$75,359
21	1.72	\$65,135	21	1.77	\$67,028	21	1.88	\$71,194	21	1.91	\$72,330	21	1.96	\$74,223	21	2.00	\$75,738
22	1.76	\$66,649	22	1.81	\$68,543	22	1.88	\$71,194	22	1.92	\$72,708	22	1.98	\$74,981	22	2.03	\$76,874
23	1.76	\$66,649	23	1.81	\$68,543	23	1.88	\$71,194	23	1.92	\$72,708	23	1.98	\$74,981	23	2.03	\$76,874
24	1.76	\$66,649	24	1.81	\$68,543	24	1.88	\$71,194	24	1.93	\$73,087	24	1.98	\$74,981	24	2.03	\$76,874
25	1.76	\$66,649	25	1.81	\$68,543	25	1.89	\$71,572	25	1.94	\$73,466	25	1.98	\$74,981	25	2.04	\$77,253
26	1.80	\$68,164	26	1.85	\$70,058	26	1.94	\$73,466	26	1.99	\$75,359	26	2.04	\$77,253	26	2.09	\$79,146
27	1.84	\$69,679	27	1.89	\$71,572	27	1.98	\$74,981	27	2.03	\$76,874	27	2.08	\$78,768	27	2.13	\$80,661

Appendix A

2008-09

Bachelors		Bachelors + 20		Masters		Masters +15		Masters + 30		Masters + 45	
Step	Index	Step	Index	Step	Index	Step	Index	Step	Index	Step	Index
1	1.00	1	1.05	1	1.11	1	1.16	1	1.21	1	1.26
	\$38,626		\$40,557		\$42,875		\$44,806		\$46,737		\$48,669
2	1.05	2	1.10	2	1.16	2	1.21	2	1.26	2	1.31
	\$40,557		\$42,489		\$44,806		\$46,737		\$48,669		\$50,600
3	1.10	3	1.15	3	1.22	3	1.27	3	1.32	3	1.37
	\$42,489		\$44,420		\$47,124		\$49,055		\$50,986		\$52,918
4	1.15	4	1.20	4	1.28	4	1.33	4	1.38	4	1.43
	\$44,420		\$46,351		\$49,441		\$51,373		\$53,304		\$55,235
5	1.21	5	1.26	5	1.34	5	1.39	5	1.44	5	1.49
	\$46,351		\$48,669		\$51,759		\$53,690		\$55,621		\$57,553
6	1.27	6	1.32	6	1.40	6	1.45	6	1.50	6	1.55
	\$49,055		\$50,986		\$54,076		\$56,008		\$57,939		\$59,870
7	1.33	7	1.38	7	1.46	7	1.51	7	1.56	7	1.62
	\$51,373		\$53,304		\$56,394		\$58,325		\$60,257		\$62,188
8	1.39	8	1.44	8	1.53	8	1.58	8	1.64	8	1.69
	\$53,690		\$55,621		\$59,098		\$61,029		\$63,347		\$65,278
9	1.46	9	1.51	9	1.61	9	1.66	9	1.71	9	1.76
	\$56,394		\$58,325		\$62,188		\$64,119		\$66,050		\$67,982
10	1.53	10	1.58	10	1.68	10	1.73	10	1.78	10	1.83
	\$59,098		\$61,029		\$64,892		\$66,823		\$68,754		\$70,686
11	1.60	11	1.65	11	1.75	11	1.80	11	1.85	11	1.90
	\$61,802		\$63,733		\$67,596		\$69,527		\$71,458		\$73,389
12	1.64	12	1.69	12	1.78	12	1.83	12	1.89	12	1.93
	\$63,347		\$65,278		\$68,754		\$70,686		\$73,003		\$74,548
13	1.64	13	1.69	13	1.78	13	1.83	13	1.89	13	1.93
	\$63,347		\$65,278		\$68,754		\$70,686		\$73,003		\$74,548
14	1.64	14	1.69	14	1.78	14	1.83	14	1.89	14	1.93
	\$63,347		\$65,278		\$68,754		\$70,686		\$73,003		\$74,548
15	1.68	15	1.73	15	1.81	15	1.86	15	1.92	15	1.96
	\$64,892		\$66,823		\$69,913		\$71,844		\$74,162		\$75,707
16	1.68	16	1.73	16	1.81	16	1.86	16	1.92	16	1.97
	\$64,892		\$66,823		\$69,913		\$71,844		\$74,162		\$76,093
17	1.68	17	1.73	17	1.82	17	1.86	17	1.92	17	1.97
	\$64,892		\$66,823		\$70,299		\$71,844		\$74,162		\$76,093
18	1.72	18	1.77	18	1.84	18	1.89	18	1.94	18	1.99
	\$66,437		\$68,368		\$71,072		\$73,003		\$74,934		\$76,866
19	1.72	19	1.77	19	1.84	19	1.89	19	1.94	19	1.99
	\$66,437		\$68,368		\$71,072		\$73,003		\$74,934		\$76,866
20	1.72	20	1.77	20	1.85	20	1.89	20	1.94	20	1.99
	\$66,437		\$68,368		\$71,458		\$73,003		\$74,934		\$76,866
21	1.72	21	1.77	21	1.88	21	1.91	21	1.96	21	2.00
	\$66,437		\$68,368		\$72,617		\$73,776		\$75,707		\$77,252
22	1.76	22	1.81	22	1.88	22	1.92	22	1.98	22	2.03
	\$67,982		\$69,913		\$72,617		\$74,162		\$76,479		\$78,411
23	1.76	23	1.81	23	1.88	23	1.92	23	1.98	23	2.03
	\$67,982		\$69,913		\$72,617		\$74,162		\$76,479		\$78,411
24	1.76	24	1.81	24	1.88	24	1.93	24	1.98	24	2.03
	\$67,982		\$69,913		\$72,617		\$74,548		\$76,479		\$78,411
25	1.76	25	1.81	25	1.89	25	1.94	25	1.98	25	2.04
	\$67,982		\$69,913		\$73,003		\$74,934		\$76,479		\$78,797
26	1.80	26	1.85	26	1.94	26	1.99	26	2.04	26	2.09
	\$69,527		\$71,458		\$74,934		\$76,866		\$78,797		\$80,728
27	1.84	27	1.89	27	1.98	27	2.03	27	2.08	27	2.13
	\$71,072		\$73,003		\$76,479		\$78,411		\$80,342		\$82,273

Appendix B
2007-08 EXTRA DUTY

Activity	%	Step 1	%	Step 3	%	Step 5	%	Step 8	%	Grandpersoned
FOOTBALL										
Head Varsity	13.4	\$5,074	15	\$5,680	18.5	\$7,006	20	\$7,574	0	\$0
Ass't Varsity	8.7	\$3,295	9.8	\$3,711	12.1	\$4,582	13	\$4,923	0	\$0
Head JV	8.7	\$3,295	9.7	\$3,673	12	\$4,544	12.9	\$4,885	0	\$0
Ass't JV	8.3	\$3,143	9.3	\$3,522	11.5	\$4,355	12.4	\$4,696	0	\$0
Frosh	8.1	\$3,067	9.1	\$3,446	11.2	\$4,241	12.1	\$4,582	0	\$0
Ass't Frosh	8	\$3,030	9	\$3,408	11	\$4,166	11.9	\$4,506	0	\$0
BASKETBALL										
Head Varsity	13.4	\$5,074	15	\$5,680	18.5	\$7,006	20	\$7,574	0	\$0
Head JV	8.7	\$3,295	9.7	\$3,673	12	\$4,544	12.9	\$4,885	14.3	\$5,415
Frosh	8.1	\$3,067	9.1	\$3,446	11.2	\$4,241	12.1	\$4,582	0	\$0
Middle School (DL4/KL4)	4.0	\$1,515	4.8	\$1,818	6.5	\$2,461	7.2	\$2,727	0	\$0
TRACK										
Head Varsity	10.1	\$3,825	11.4	\$4,317	14	\$5,302	15.2	\$5,756	16.7	\$6,324
Ass't Varsity	7.3	\$2,764	8.2	\$3,105	10.1	\$3,825	10.9	\$4,128	0	\$0
Middle School	4.0	\$1,515	4.8	\$1,818	6.5	\$2,461	7.2	\$2,727	8.2	\$3,105
Middle School Asst.	2.7	\$1,022	3.5	\$1,325	5.2	\$1,969	5.9	\$2,234		
BASEBALL/SOFTBALL										
Head Varsity	9.9	\$3,749	11.1	\$4,203	13.7	\$5,188	14.8	\$5,605	0	\$0
Head JV	7.2	\$2,727	8.1	\$3,067	10	\$3,787	10.8	\$4,090	0	\$0
Frosh	6.5	\$2,461	7.3	\$2,764	9	\$3,408	9.7	\$3,673	0	\$0
WRESTLING										
Head Varsity	11.3	\$4,279	12.8	\$4,847	15.7	\$5,945	17	\$6,438	18.7	\$7,082
Head JV	8.2	\$3,105	9.2	\$3,484	11.4	\$4,317	12.3	\$4,658	0	\$0
Middle School	4.0	\$1,515	4.8	\$1,818	6.5	\$2,461	7.2	\$2,727	0	\$0
SOCCER										
Head Varsity	9.9	\$3,749	11.1	\$4,203	13.7	\$5,188	14.8	\$5,605	16.3	\$6,173
Head JV	7.2	\$2,727	8.1	\$3,067	10	\$3,787	10.8	\$4,090	0	\$0
Frosh	6.5	\$2,461	7	\$2,651	9	\$3,408	9.7	\$3,673	0	\$0
SKI TEAM										
	6.1	\$2,310	6.9	\$2,613	8.5	\$3,219	9.2	\$3,484	0	\$0
TENNIS										
Head Varsity	8	\$3,030	9	\$3,408	11.2	\$4,241	12.1	\$4,582	0	\$0
Head JV	6.3	\$2,386	7.1	\$2,689	8.8	\$3,332	9.5	\$3,598	0	\$0
GOLF										
Head Varsity	7.7	\$2,916	8.7	\$3,295	10.7	\$4,052	11.5	\$4,355	12.7	\$4,809
Head JV	5.6	\$2,121	6.3	\$2,386	7.8	\$2,954	8.4	\$3,181	0	\$0
CROSS COUNTRY										
MS Cross Country	8.2	\$3,105	9.3	\$3,522	11.5	\$4,355	12.4	\$4,696	13.6	\$5,150
	4.0	\$1,515	4.8	\$1,818	6.5	\$2,461	7.2	\$2,727	8.2	\$3,105

Appendix B
2007-08 EXTRA DUTY

Activity	Step 1	Step 3	Step 5	Step 8	Grandpersoned
VOLLEYBALL					
Head Varsity	9.4 \$3,560	10.6 \$4,014	13 \$4,923	14.1 \$5,340	0 \$0
Head JV	6.8 \$2,575	7.7 \$2,916	9.4 \$3,560	10.2 \$3,863	0 \$0
Frosh	6.2 \$2,348	6.9 \$2,613	8.5 \$3,219	9.2 \$3,484	0 \$0
Middle School (DL2KM2)	4.9 \$1,856	5.5 \$2,083	6.8 \$2,575	7.4 \$2,802	0 \$0
CHEERLEADING					
Varsity	6.4 \$2,424	7.1 \$2,689	8.8 \$3,332	9.5 \$3,598	0 \$0
JV	5.3 \$2,007	6 \$2,272	7.4 \$2,802	7.9 \$2,992	0 \$0
Frosh	4.2 \$1,590	4.8 \$1,818	5.9 \$2,234	6.3 \$2,386	0 \$0
Middle School	3.8 \$1,439	4.3 \$1,628	5.2 \$1,969	5.7 \$2,159	0 \$0
DANCE TEAM					
	3.2 \$1,212	3.6 \$1,363	4.4 \$1,666	4.8 \$1,818	0 \$0
COMPETITIVE CHEER					
	4 \$1,515	5 \$1,893	5.5 \$2,083	6 \$2,272	*new activity
BAND					
High School	10.9 \$4,128	12.3 \$4,658	15.1 \$5,718	16.3 \$6,173	0 \$0
Middle School	7.8 \$2,954	8.8 \$3,332	10.8 \$4,090	11.7 \$4,431	12.9 \$4,885
ORCHESTRA					
	7.8 \$2,954	8.8 \$3,332	10.8 \$4,090	11.7 \$4,431	12.9 \$4,885
CHORAL					
	4.9 \$1,856	5.5 \$2,083	6.8 \$2,575	7.4 \$2,802	8.1 \$3,067
DRAMA per Prod.					
	3.8 \$1,439	4.3 \$1,628	5.3 \$2,007	5.7 \$2,159	0 \$0
CLASS ADVISOR					
Seniors	4 \$1,515	4 \$1,515	4 \$1,515	4 \$1,515	N/A
Juniors	3 \$1,136	3 \$1,136	3 \$1,136	3 \$1,136	N/A
Sophomores	2 \$757	2 \$757	2 \$757	2 \$757	N/A
Freshmen	2 \$757	2 \$757	2 \$757	2 \$757	N/A
DEPT. CHAIR (H.S.)					
	3 \$1,136	3.5 \$1,325	4 \$1,515	4.5 \$1,704	N/A
TEAM LEADER (M.S.)					
	3 \$1,136	3.5 \$1,325	4 \$1,515	4.5 \$1,704	N/A
ELEM. CAMP (6th Gr.)					
	1.5 \$568	1.5 \$568	1.5 \$568	1.5 \$568	N/A
NAT'L HONOR SOCIETY					
	3 \$1,136	3.5 \$1,325	4 \$1,515	4.5 \$1,704	N/A
DRIVER ED.					
Instructors per hr.					
step 1	3.1	24.06			
step 2	3.1	24.90			
step 3	3.1	25.78			

Appendix B
2007-08 EXTRA DUTY

Activity	Step 1	Step 3	Step 5	Step 8	Grandpersoned
STUDENT COUNCIL ADV.					
High School	3 \$1,136	3.5 \$1,325	4 \$1,515	4.5 \$1,704	N/A
Middle School	2 \$757	2.5 \$947	3 \$1,136	3.5 \$1,325	N/A
DECA ADVISOR	4.5 \$1,704	5 \$1,893	5.5 \$2,083	6 \$2,272	*new activity
FFA ADVISOR	4.5 \$1,704	5 \$1,893	5.5 \$1,839	6 \$2,272	*new activity
SADD	2 \$757	2.5 \$947	3 \$1,136	3.5 \$1,325	
CLOSE UP w/o class	2 \$757	2.5 \$947	3 \$1,136	3.5 \$1,325	*new activity
NEWSPAPER					
High School w/o class	3.5 \$1,325	4 \$1,515	4.5 \$1,704	5.5 \$2,083	N/A
Middle School w/o class	2.5 \$947	3 \$1,136	3.5 \$1,325	4 \$1,515	N/A
YEARBOOK					
High school w/o class	5 \$1,893	5.5 \$2,083	6 \$2,272	6.5 \$2,461	N/A
Middle school w/o class	4 \$1,515	4.5 \$1,704	5 \$1,893	5.5 \$2,083	N/A

Appendix B
2008-09 EXTRA DUTY

Activity	%	Step 1	%	Step 3	%	Step 5	%	Step 8	%	Grandpersoned
FOOTBALL										
Head Varsity	13.4	\$5,176	15	\$5,794	18.5	\$7,146	20	\$7,725	0	\$0
Ass't Varsity	8.7	\$3,360	9.8	\$3,785	12.1	\$4,674	13	\$5,021	0	\$0
Head JV	8.7	\$3,360	9.7	\$3,747	12	\$4,635	12.9	\$4,983	0	\$0
Ass't JV	8.3	\$3,206	9.3	\$3,592	11.5	\$4,442	12.4	\$4,790	0	\$0
Frosh	8.1	\$3,129	9.1	\$3,515	11.2	\$4,326	12.1	\$4,674	0	\$0
Ass't Frosh	8	\$3,090	9	\$3,476	11	\$4,249	11.9	\$4,596	0	\$0
BASKETBALL										
Head Varsity	13.4	\$5,176	15	\$5,794	18.5	\$7,146	20	\$7,725	0	\$0
Head JV	8.7	\$3,360	9.7	\$3,747	12	\$4,635	12.9	\$4,983	14.3	\$5,524
Frosh	8.1	\$3,129	9.1	\$3,515	11.2	\$4,326	12.1	\$4,674	0	\$0
Middle School (DL4/KL4)	4.0	\$1,545	4.8	\$1,854	6.5	\$2,511	7.2	\$2,781	0	\$0
TRACK										
Head Varsity	10.1	\$3,901	11.4	\$4,403	14	\$5,408	15.2	\$5,871	16.7	\$6,451
Ass't Varsity	7.3	\$2,820	8.2	\$3,167	10.1	\$3,901	10.9	\$4,210	0	\$0
Middle School	4.0	\$1,545	4.8	\$1,854	6.5	\$2,511	7.2	\$2,781	8.2	\$3,167
Middle School Asst.	2.7	\$1,043	3.5	\$1,352	5.2	\$2,009	5.9	\$2,279		
BASEBALL/SOFTBALL										
Head Varsity	9.9	\$3,824	11.1	\$4,287	13.7	\$5,292	14.8	\$5,717	0	\$0
Head JV	7.2	\$2,781	8.1	\$3,129	10	\$3,863	10.8	\$4,172	0	\$0
Frosh	6.5	\$2,511	7.3	\$2,820	9	\$3,476	9.7	\$3,747	0	\$0
WRESTLING										
Head Varsity	11.3	\$4,365	12.8	\$4,944	15.7	\$6,064	17	\$6,566	18.7	\$7,223
Head JV	8.2	\$3,167	9.2	\$3,554	11.4	\$4,403	12.3	\$4,751	0	\$0
Middle School	4.0	\$1,545	4.8	\$1,854	6.5	\$2,511	7.2	\$2,781	0	\$0
SOCCER										
Head Varsity	9.9	\$3,824	11.1	\$4,287	13.7	\$5,292	14.8	\$5,717	16.3	\$6,296
Head JV	7.2	\$2,781	8.1	\$3,129	10	\$3,863	10.8	\$4,172	0	\$0
Frosh	6.5	\$2,511	7	\$2,704	9	\$3,476	9.7	\$3,747	0	\$0
SKI TEAM										
	6.1	\$2,356	6.9	\$2,665	8.5	\$3,283	9.2	\$3,554	0	\$0
TENNIS										
Head Varsity	8	\$3,090	9	\$3,476	11.2	\$4,326	12.1	\$4,674	0	\$0
Head JV	6.3	\$2,433	7.1	\$2,742	8.8	\$3,399	9.5	\$3,669	0	\$0
GOLF										
Head Varsity	7.7	\$2,974	8.7	\$3,360	10.7	\$4,133	11.5	\$4,442	12.7	\$4,906
Head JV	5.6	\$2,163	6.3	\$2,433	7.8	\$3,013	8.4	\$3,245	0	\$0
CROSS COUNTRY										
MS Cross Country	8.2	\$3,167	9.3	\$3,592	11.5	\$4,442	12.4	\$4,790	13.6	\$5,253
	4.0	\$1,545	4.8	\$1,854	6.5	\$2,511	7.2	\$2,781	8.2	\$3,167

Appendix B
2008-09 EXTRA DUTY

Activity	Step 1	Step 3	Step 5	Step 8	Grandpersoned
VOLLEYBALL					
Head Varsity	9.4 \$3,631	10.6 \$4,094	13 \$5,021	14.1 \$5,446	0 \$0
Head JV	6.8 \$2,627	7.7 \$2,974	9.4 \$3,631	10.2 \$3,940	0 \$0
Frosh	6.2 \$2,395	6.9 \$2,665	8.5 \$3,283	9.2 \$3,554	0 \$0
Middle School (DL2KM2)	4.9 \$1,893	5.5 \$2,124	6.8 \$2,627	7.4 \$2,858	0 \$0
CHEERLEADING					
Varsity	6.4 \$2,472	7.1 \$2,742	8.8 \$3,399	9.5 \$3,669	0 \$0
JV	5.3 \$2,047	6 \$2,318	7.4 \$2,858	7.9 \$3,051	0 \$0
Frosh	4.2 \$1,622	4.8 \$1,854	5.9 \$2,279	6.3 \$2,433	0 \$0
Middle School	3.8 \$1,468	4.3 \$1,661	5.2 \$2,009	5.7 \$2,202	0 \$0
DANCE TEAM					
	3.2 \$1,236	3.6 \$1,391	4.4 \$1,700	4.8 \$1,854	0 \$0
COMPETITIVE CHEER					
	4 \$1,545	5 \$1,931	5.5 \$2,124	6 \$2,318	*new activity
BAND					
High School	10.9 \$4,210	12.3 \$4,751	15.1 \$5,833	16.3 \$6,296	0 \$0
Middle School	7.8 \$3,013	8.8 \$3,399	10.8 \$4,172	11.7 \$4,519	12.9 \$4,983
ORCHESTRA					
	7.8 \$3,013	8.8 \$3,399	10.8 \$4,172	11.7 \$4,519	12.9 \$4,983
CHORAL					
	4.9 \$1,893	5.5 \$2,124	6.8 \$2,627	7.4 \$2,858	8.1 \$3,129
DRAMA per Prod.					
	3.8 \$1,468	4.3 \$1,661	5.3 \$2,047	5.7 \$2,202	0 \$0
CLASS ADVISOR					
Seniors	4 \$1,545	4 \$1,545	4 \$1,545	4 \$1,545	N/A
Juniors	3 \$1,159	3 \$1,159	3 \$1,159	3 \$1,159	N/A
Sophomores	2 \$773	2 \$773	2 \$773	2 \$773	N/A
Freshmen	2 \$773	2 \$773	2 \$773	2 \$773	N/A
DEPT. CHAIR (H.S.)					
	3 \$1,159	3.5 \$1,352	4 \$1,545	4.5 \$1,738	N/A
TEAM LEADER (M.S.)					
	3 \$1,159	3.5 \$1,352	4 \$1,545	4.5 \$1,738	N/A
ELEM. CAMP (6th Gr.)					
	1.5 \$579	1.5 \$579	1.5 \$579	1.5 \$579	N/A
NAT'L HONOR SOCIETY					
	3 \$1,159	3.5 \$1,352	4 \$1,545	4.5 \$1,738	N/A
DRIVER ED.					
Instructors per hr.					
step 1	3.1	24.81			
step 2	3.1	25.68			
step 3	3.1	26.58			

Appendix B
2008-09 EXTRA DUTY

Activity	Step 1	Step 3	Step 5	Step 8	Grandpersoned
STUDENT COUNCIL ADV.					
High School	3 \$1,159	3.5 \$1,352	4 \$1,545	4.5 \$1,738	N/A
Middle School	2 \$773	2.5 \$966	3 \$1,159	3.5 \$1,352	N/A
DECA ADVISOR	4.5 \$1,738	5 \$1,931	5.5 \$2,124	6 \$2,318	*new activity
FFA ADVISOR	4.5 \$1,738	5 \$1,931	5.5 \$1,839	6 \$2,318	*new activity
SADD	2 \$773	2.5 \$966	3 \$1,159	3.5 \$1,352	
CLOSE UP w/o class	2 \$773	2.5 \$966	3 \$1,159	3.5 \$1,352	*new activity
NEWSPAPER					
High School w/o class	3.5 \$1,352	4 \$1,545	4.5 \$1,738	5.5 \$2,124	N/A
Middle School w/o class	2.5 \$966	3 \$1,159	3.5 \$1,352	4 \$1,545	N/A
YEARBOOK					
High school w/o class	5 \$1,931	5.5 \$2,124	6 \$2,318	6.5 \$2,511	N/A
Middle school w/o class	4 \$1,545	4.5 \$1,738	5 \$1,931	5.5 \$2,124	N/A

**Caledonia Community Schools
Teacher Evaluation
Form A 2001**

Teacher _____ Administrator _____

Building _____ Subject/Grade Level _____ Date _____

Dates of Observations: _____

Date(s) of I.D.P. Planning/Goal Setting _____

Tenure: Yes No

Probationary: 1st year 2nd year 3rd year 4th year Mentor _____

Is an Professional/Individual Development Plan part of this Evaluation? Yes No

I. INSTRUCTION: OVERALL RATING

(X) Satisfactory = S () Needs Improvement = NI () Unsatisfactory = UN
Use NA = Not Applicable/Not Observed

	(S)	(NI)	(UN)
1. Prepares for assigned classes and responsibilities Shows evidence of adequate preparation	()	()	()
2. Demonstrates clear purpose and objectives	()	()	()
3. Provides instruction at the appropriate level of difficult for each learner	()	()	()
4. Responds to the efforts of the learners and adjusts instruction to maximize learning by using a variety of methods and materials	()	()	()
5. Provides opportunities for active involvement of the learner	()	()	()
6. Monitors learning interactions and checks learners for understanding	()	()	()
7. Implements District approved curriculum	()	()	()
8. Demonstrates competency in subject matter	()	()	()
9. Appropriately assesses and records learner performance	()	()	()

INSTRUCTION con't.	(S)	(NI)	(UN)
10. Demonstrates productive use of time on task	()	()	()
11. Appropriately utilizes available technological resources	()	()	()
12. Organizes instruction and monitors achievement toward mastery learning for all students	()	()	()
13. Utilizes current research-based instructional strategies to enhance learning	()	()	()
14. Monitors and adjusts to accommodate learning styles	()	()	()

COMMENTS/RECOMMENDATIONS on INSTRUCTION:

II. ENVIRONMENT: OVERALL RATING
(X) Satisfactory = S () Needs Improvement = NI () Unsatisfactory = UN
 Use NA = Not Applicable/Not Observed

	(S)	(NI)	(UN)
1. Establishes an environment that focuses on student learning	()	()	()
2. Takes all necessary and reasonable precautions to provide a healthy and safe environment	()	()	()
3. Utilizes equipment, materials, and facilities appropriately	()	()	()
4. Treats individuals within the school community with dignity and respect	()	()	()

COMMENTS/RECOMMENDATIONS on ENVIRONMENT:

III. COMMUNICATIONS: OVERALL RATING

(X) Satisfactory = S () Needs Improvement = NI () Unsatisfactory = UN

Use NA = Not Applicable/Not Observed

	(S)	(NI)	(UN)
1. Demonstrates active listening skills	()	()	()
2. Establishes and maintain open lines of communication	()	()	()
3. Demonstrates effective verbal and written communication	()	()	()

COMMENTS/RECOMMENDATIONS on COMMUNICATIONS:

IV. POLICY AND PROCEDURES: OVERALL RATING

(X) Satisfactory = S () Needs Improvement = NI () Unsatisfactory = UN

Use NA = Not Applicable/Not Observed

	(S)	(NI)	(UN)
1. Maintains records as required by law, District policy, and administrative regulations	()	()	()
2. Attends and participates in district, faculty and departmental meetings	()	()	()
3. Abides by school district policies, building procedures, master agreement and state and federal law	()	()	()

COMMENTS/RECOMMENDATIONS on POLICY AND PROCEDURES:

V. PROFESSIONALISM: OVERALL RATING

(X) Satisfactory = S () Needs Improvement = NI () Unsatisfactory = UN

Use NA = Not Applicable/Not Observed

	(S)	(NI)	(UN)
1. Participates in lifelong learning activities, (staff development, continuing ed., university studies and professional research	()	()	()
2. Creates a favorable professional impact by words, action, appearance and attitudes	()	()	()
3. Shares general school and district responsibilities	()	()	()
4. Establishes and maintains professional relations	()	()	()
5. Contributes to building and district mission and goals	()	()	()

COMMENTS/RECOMMENDATIONS on PROFESSIONALISM:

VI. REVIEW OF PROGRAM/TEACHING GOALS and/or IDP: OVERALL RATING

(X) Satisfactory = S () Needs Improvement = NI () Unsatisfactory = UN

Use NA = Not Applicable/Not Observed

COMMENTS/RECOMMENDATIONS ON PROGRAM/TEACHING GOALS and/or IDP:

Overall Rating of the Evaluation:

___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Teacher Signature

Date

Administrator Signature

Date

ARTICLE 15 - DURATION

This contract, including the agreed upon wage reopener terms listed below, will become effective upon ratification by the parties and shall remain in full force and effect until August 30, 2012. It shall not be extended orally or in writing except by the mutual written consent of both parties.

2009-10

- >Wage Freeze on Base
- >1.5% Off Schedule Pay (in 2 payments Dec/Mar)

2010-11

- >Contract Extension
- >Eliminate MESSA Product Choice
- >1.5% Off Schedule Pay (in 2 payments Dec/Mar)
- >1.0% On Base

2011-12

- >Contract Extension
- >Wage Re-Opener

IN WITNESS WHEREOF, the parties hereto have executed this agreement, on

Thursday of September 3, 2009

FOR THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF CALEDONIA:

Ken Yonker 8-10-09
Ken Yonker – President Date

Brad Engelberg 8-10-09
Brad Engelberg – Secretary Date

Carol Nelson-Purkey
Carol Nelson-Purkey Date
Assistant Superintendent

FOR THE C.E.A., K.C.E.A., M.E.A., N.E.A.:

Duane Petrosky 9-17-09
Duane Petrosky Date
Past President

Dan Burd 9-17-09
Dan Burd Date
President

Tonya Karpinski 9-21-09
Tonya Karpinski (K.C.E.A.) Date