

Calumet (18)  
1967

1968-69

ARTICLE I

RECOGNITION

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

- A. The Board hereby recognizes the Calumet Education Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all regularly-employed certificated teaching personnel, but excluding teachers not normally under contract and personnel who have supervisory or executive authority.

Calumet Board of Educ.

MEA  
1216 Kendall  
E. Lansing, Mi. 48823

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OFFICE OF  
PROFESSIONAL NEGOTIATIONS



## ARTICLE II

### PROFESSIONAL NEGOTIATIONS

- A. 1. Not later than six months prior to the expiration of this Agreement the Board agrees to negotiate with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' salaries and other conditions of their employment. Such negotiation will include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all regularly employed certificated teachers working the equivalent of one-half of each day or more, and will become effective when it is reduced to writing and signed on behalf of the Board and the Association.
2. During negotiation the Board and the Association will exchange points of view and, when necessary, make proposals and counter-proposals. The Board will make available to the Association for inspection pertinent records of the school system upon written request of the Association, which request shall specify the records desired. Such records will be made available at the office of the Board and will not be removed from said office. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.
3. If the negotiations described in this section have reached an impasse, the procedure described in Act 336 of the Michigan Public Acts of 1947, as amended, will be followed.
- B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect unless altered by mutual consent in writing between the parties.
- D. Each party to this Agreement reserves the right to negotiate by committee or designated representative. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. Each negotiating unit shall be limited to a maximum of seven persons, including ex officio members.



While no final agreement shall be considered effective until ratified by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

- E. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment, or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.



### ARTICLE III

#### BOARD RIGHTS

The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board not inconsistently with the terms of this Agreement.



## ARTICLE IV

### RIGHTS OF THE ASSOCIATION

- A. The Association and its representatives shall have the right to use school buildings for meetings at all reasonable hours, provided such use does not conflict with school use. When special custodial service is required, the Board may make a reasonable charge therefor. Application for use of school facilities shall be made in advance at the office of the Superintendent, and such use will be subject to such limitations and restrictions as shall be set forth in a permit issued by him or his office staff.
- B. Duly authorized representatives of the Association shall be permitted to transact Association business on school property at all reasonable hours, provided, that such business transactions shall not interfere with school activities. Association officials who are not employees of the district shall be permitted to visit school premises to transact official Association business, provided they first report to the office of the building principal upon entry, state the nature of their business and secure permission from the principal. Permission shall not be withheld if in the opinion of the principal the Association officials visit will not interfere with or interrupt school operations.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and repairs incident to such use. The right herein granted is limited to use of said machines and equipment within the school buildings following student session hours.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mail boxes for communications to teachers; provided that the appropriate Association official affixes his signature to every notice distributed or posted on or through school facilities.
- E. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers.
- F. The provisions of this Agreement relative to wages, hours, terms and conditions of employment shall be applied in a manner which is not capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- G. Membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.



## ARTICLE V

### PROFESSIONAL BEHAVIOR

- A. Teachers agree to comply with reasonable rules, regulations and directions which are adopted from time to time by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies in professional performance or other violations of disciplines by a teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school building. Alleged or suspected breaches of professional conduct shall be promptly reported to the teacher and the Association. The Association agrees to use its best efforts to correct breaches of professional behavior by any teacher. A teacher shall be entitled to have a representative of the Association present when he is being formally reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such Association representation is made, no action shall be taken with respect to the teacher until such representation is present unless the urgency of the situation requires immediate action.
- C. The Board may adopt written rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers; but no teacher shall be disciplined, including reprimand, suspension with or without pay, demotion or discharge, without just cause. Notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Teacher Tenure Act, just cause shall be determined under that Act.
- D. Discipline of teachers shall be subject to the grievance procedure; provided, however, that (1) as to probationary teachers, the Board may give notice of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Teacher Tenure Act during the pendency of any grievance, and (2) as to teachers on Tenure or continuing contracts, pending grievances shall be dismissed upon the filing of written charges under the Tenure Act; and the Tenure Act shall thereafter govern all proceedings against the teacher.



## ARTICLE VI

### PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continued training of teachers, participation by teachers in professional organizations in the areas of their specialization, and leaves for work on advanced degrees or special studies when there is reasonable assurance that the youngsters in this community will be benefited.
- B. The Board agrees to continue its traditional policy and free teachers from their responsibilities to attend professional conferences with administrative approval. Travel, meals, lodging, and registration fees shall be deemed to be appropriate expenses to be borne by the Board, but expenses for membership fees in the specialized organization itself will not be included. A teacher attending such conferences and meetings approved by the Board shall suffer no loss in compensation; however, the Board reserves the right to grant leave without compensation to permit a teacher to attend a meeting or conference which does not receive administrative approval.
- C. Arrangements may be made for after school courses, workshops, conferences, and programs designed to improve the quality of instruction on the initiative of either the Board or the Association. Every effort will be made to obtain people with the highest qualifications to participate in the presentations of such programs. Such activities shall be made available to all members of the teaching staff.



## ARTICLE VII

### CURRICULUM REVIEW COMMITTEE

- A. There is hereby established a Curriculum Review Committee (CRC) composed of four members, two of whom shall be teachers selected by the Association, and two of whom shall be appointed by the Board.
- B. This committee shall meet at least twice each semester to study subjects mutually agreed upon relating to curriculum.
- C. Additional committees may be established to review specific curriculum areas.
- D. All committee reports including recommendations shall be submitted in writing.
- E. Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved. The parties agree that this committee and its subcommittees serve in an advisory capacity only and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
- F. Nothing in this Article shall prevent the Board from establishing other study committees for the purpose of curriculum review and improvement.



## ARTICLE VIII

### ACADEMIC FREEDOM

- A. The parties agree that the education of young people in the democratic tradition is a joint responsibility. It is recognized that these democratic values can best be transmitted in an atmosphere which is reasonably free from censorship and restraints upon inquiry and learning.
- B. Academic freedom shall be enjoyed by teachers and students within the limitations imposed by the community mores and socially-acceptable activities.
- C. The Association and the Board agree that the exercise of academic freedom within a classroom should bear a close relationship to the purpose for which the particular subject is included in the curriculum.
- D. The exercise of academic freedom does not extend into the area of exhibitionism or demonstrations during the hours in which a teacher is normally expected to be performing a professional function.
- E. The teacher agrees that his primary function is to assist others in the learning process. Academic freedom as envisioned herein gives no teacher the right to impose his will upon other teachers or students.
- F. Academic freedom shall be denied where exercise of such rights interferes with the rights of others.



## ARTICLE IX

### PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workmen's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- D. A teacher may suspend a pupil from a class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.



## ARTICLE X

### TEACHER EVALUATION

- A. The Board and the Association agree that the primary purpose of evaluation is the improvement of instruction and is recognized as an administrative function. The Board reserves the right to delegate this responsibility to such members of its administrative staff as it deems appropriate from time to time.

To assist the Board in formulating adequate and fair methods of evaluation, it is agreed that a joint Board-Association Study Committee will be established by October 1, 1967. The Superintendent, High School Principal and the Elementary Supervisor will represent the Board on said committee; and the Association will appoint three members, one teacher from each of the secondary, junior high and elementary programs.

- B. The work performance of all teachers shall be evaluated and recorded in writing. Probationary teachers shall be evaluated a minimum of two times during the school year by classroom visitation. However, at least one month of the school year shall have passed prior to the first visitation unless extreme circumstances dictate earlier attention. Tenure teachers shall be evaluated at least once every two years. All teachers will be notified at least two days prior to the first visitation. Subsequent observations of work performance will be conducted openly and with full knowledge of the teacher, but need not be preceded by advance notice to the teacher.
- C. Personal observations of actual classroom teaching, for purpose of evaluation, shall be of at least 30 consecutive minutes, but may extend over a period of more than one day. Within 10 school days after completion of the observation, the evaluator will make a written report of the observation and will provide the teacher with a copy of the evaluation report. The teacher will acknowledge in writing receipt of the copy of the report. Within an additional 5 school days, the evaluator will hold an evaluation interview with the teacher.
- D. The Board will not use electronic methods of observing or evaluating a teacher's performance, nor will information on the classroom teaching performance of a teacher be solicited by the Board from students.
- E. No teacher on continuing tenure shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- F. Any information regarding a teacher furnished to the Administration by a parent, student or other person, which is considered in evaluating the teacher's performance, will be promptly called to the teacher's attention.



- G. Each teacher will have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment, are specifically exempted from such review. The Administrator will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.



## ARTICLE XI

### QUALIFICATIONS

- A. The Board agrees to continue its present policy of employing only those teachers who possess a bachelor's degree from an accredited college or university; subject, however, to the exception that employment of teachers because of an emergency or unusual circumstance through the medium of special certificates or ninety-day permits will be done only in accordance with the rules and regulations of the State Certification Code.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- C. The Board will notify the Association when specially-certificated teachers are employed.



## ARTICLE XII

### TEACHING HOURS AND ASSIGNMENTS

- A. All teachers in the system will be required to report at 8 A.M. and the teacher day shall consist of seven clock hours. Teachers shall be permitted to leave thirty minutes after the close of the pupil's regular school day but no later than 4 P.M. Teachers are encouraged to remain for a sufficient period of time after the close of the pupil's school day to attend to those matters that require attention except that on Fridays or days preceding holidays or vacations, the teachers day shall end at the close of the pupil's day. The Board and the Association agree that the closing limitation in this paragraph will be waived in order to accommodate regular faculty meetings or other functions which are necessary to the operation of the system.
- B. It is agreed between the Association and the Board that the pupil-teacher contact will be limited to twenty-five clock hours per week, or periods when applicable at the secondary level, throughout the system. In the junior and senior high school, provision will be made for ten preparation periods per week, and an equivalent amount of preparation time will be provided at the elementary level except as recess supervision may alter the situation as outlined in paragraph D.
- C. All teachers shall be entitled to a duty-free lunch period.
- D. Elementary teachers will have fifteen minutes recess periods both in the morning and afternoon sessions. Teachers shall share recess time duties which will allow for relief and preparation periods for teachers when they are not on recess duty assignment. Recess schedules will be made by building principals.
- E. Elementary teachers of music, art and the laboratory sciences, reading consultants, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
- F. No departure from these norms, except in the case of emergency, shall be made without prior consultation with the Association.
- G. If a teacher shall teach more than the normal teaching load as set forth in this article, additional compensation will be computed by equating the seven period day with the teacher's base salary and the number of days for which teachers are paid.



## ARTICLE XIII

### TEACHING CONDITIONS

- A. Every reasonable effort will be made to establish equitable classroom sizes in secondary schedules and in the grade program at the elementary level.
- B. The Board and the Association will confer from time to time for the purpose of improving the selection and use of educational tools and the Board will undertake to implement as soon as convenient all joint decisions thereon made by its representative and the Association. The Board agrees to keep the schools reasonably well equipped and maintained.
- C. The Board shall continue to provide a teacher reference library section in its existing Library.
- D. The Board agrees to continue to make available in each school adequate typing and duplicating facilities.
- E. The Board shall provide:
  - 1. A separate desk for each teacher in the district with a lockable drawer space, where possible.
  - 2. A suitable area for teachers to store coats, overshoes and personal articles.
  - 3. Adequate chalkboard space in every classroom.
  - 4. Copies, exclusively for teacher's use, of all texts used in each of the courses he is to teach.
  - 5. Adequate storage space in each classroom for instructional materials.
- F. The Board agrees to provide an aide to be shared in those buildings where clerical assistance is not otherwise available.
- G. The Board shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.



## ARTICLE XIII

### VACANCIES, PROMOTIONS, TRANSFERS

- A. The Board recognizes that it is desirable in making assignments, transfers and promotions to consider the interests and aspirations of its teachers. A teacher may apply for any position at any time. Such applications should be in writing addressed to the Superintendent of Schools. Applications will be considered should vacancies occur either during the school year or during the summer requiring adjustments for the fall semester. This application should be renewed annually.
- B. In filling a vacancy within the professional staff, the Board agrees to give due credit to the background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. However, the decision of the Board as to the filling of such vacancies shall be final.
- C. Whenever a vacancy occurs in the professional staff, the Board will give written notice to the Association as soon as possible. The notice will include a general statement of the qualifications required. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. However, the Board still agrees to consider applications which may be on file or received as a result of posting.
- D. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools are sometimes necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.
- E. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board; and the decision of the Board with respect to such matters shall be final.



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



## ARTICLE XIV

### SICK LEAVE

- A. A sick leave allowance is hereby provided for absence from work caused by illness or physical disability of the teacher. At the beginning of each school year each teacher represented by the Association will be credited with the unused sick leave reserve accumulated by him in prior years. Additional sick leave will be credited to his account at the rate of one (1) day for each calendar month in which he teaches in the system, subject to a maximum of 10 days per year.

A teacher suffering a loss of pay as a result of having less accumulated sick leave than the length of his illness, will be reimbursed at the end of the school year for such loss as his sick leave allowance accumulates; subject to the limitation that the right to such reimbursement terminates at the close of each school year.

- B. A teacher sustaining injury or occupational disease arising out of and in the course of any employment shall be continued on the payroll to the extent of his sick-leave reserve; provided, that where he receives income under the Workmen's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his regular salary or wage for a period not to exceed the number of days in his sick-leave accumulation.
- C. Each teacher shall be entitled to a sick-leave accumulation of the unused yearly portion but not to exceed eighty (80) days.
- D. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician. Upon request, each teacher absent for five (5) consecutive working days agrees to present a certificate from his personal physician testifying to the satisfactory condition of his health.
- E. The Board may request a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense. If the teacher desires, he may submit the request for study and recommendation by a four-man committee, two members of which shall be appointed by the Board and two by the C.E.A. The committee will review the problem and submit an advisory recommendation, but the ultimate decision is reserved to the Board.
- F. Teachers employed on a part-time basis or for part of the school year will only be granted a sick-leave allowance proportionate to the time employed.



- G. Teachers whose service to the system is interrupted for any period beyond an approved leave shall forfeit any accumulations under this article.
- H. The Board reserves the right to limit a teacher to a fifteen (15) day sick-leave allowance if he is injured in an unusually hazardous undertaking outside of school hours. If the teacher desires, he may submit the question of whether the injury occurred in an unusually hazardous undertaking to a five (5) man committee, three members of which shall be appointed by the Board and two by the C.E.A. The decision of the committee will be final.
- I. A teacher shall be limited to a maximum of thirty (30) days of sick leave for disability due to injury or illness arising during the so-called summer vacation period but which causes absence from work after school begins.
- J. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence for the remainder of the year without pay, and such leave may be renewed in succeeding years by the Board of Education upon written request.
- K. The teacher agrees to notify the Board's representative of his intention to be absent from school as early as possible, and not later than 7:15 a.m., if known.
- L. Any teacher who, by willful misrepresentation violates or misuses this policy or misrepresents any statement or condition under said policy, shall forfeit any current leave or accumulations under any leave policy in effect in the system for a period of twelve calendar months, unless reinstated sooner by the Board.
- M. The Board reserves the right to require a statement of urgency from the teacher's personal physician before absenting himself from school for surgery, unless such surgery is of an emergency nature.
- N. Current sick leave allowances will not be added to a person's accumulation during an approved leave. Further, all leave accumulations under this or any other article are forfeited by the departure of the teacher from the system other than for an approved leave.
- O. A sick leave day shall be charged to a teacher if he is absent from work for illness or injury on any day for which teachers are paid.



P. If a teacher has exhausted his personal leave days, the Board shall, upon request, grant leave with pay in the event of serious illness of the spouse and children which necessitates absence from work. The above leave would be limited to ten (10) days per year and would be chargeable to a teachers' accumulated sick leave. The Board upon request may require a statement from the attending physician to indicate the serious nature of the illness or injury.



## ARTICLE XVI

### PERSONAL LEAVE

chargeable to sick leave — A. Each teacher shall be entitled to a personal leave of two days per year for the purpose of meeting family obligations, legal commitments, religious obligations and demands of professional growth. This leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact on the week-end or after school hours. Personal leave shall not be used to extend school holidays.

B. In general, not more than three (3) days leave shall be granted for death in the immediate family, unless extensive travel is required. The time limitations described in this paragraph may be waived for death involving the teacher's spouse or children. Immediate family shall include the teacher's spouse, children or foster children, parents, parents-in-law, brothers, sisters, or anyone living under the same roof.

C. Teachers who wish personal leave under this article shall submit a written request to the Superintendent on standard forms through their immediate supervisor as far in advance as possible but at least five days in advance of the anticipated absence except in cases of emergency.

D. The provisions of this policy do not apply to persons employed less than one-half of each day. Teachers employed on a half-time basis are entitled to one-half the benefits provided for full-time teachers.

E. Nothing contained herein shall deny to the Superintendent the right to grant leave upon request with loss of pay.

F. Any teacher who, by willful misrepresentation violates or misuses this policy or misrepresents any statement or condition under said policy, shall forfeit any current leave or accumulations under any leave policy in effect in the system for a period of twelve calendar months, unless reinstated sooner by the Board.

G. Professional Leave

The Board shall credit the association with five (5) teacher days for professional business. These days are to be used for the purpose of attending conferences, workshops or seminars conducted by the Michigan and National Education Associations and/or affiliate departments thereof. The teacher may be requested to file a written report, within one week of his attendance at such conference, workshop or seminar. It is agreed that no more than one teacher shall be absent on any day for such business and that not more than two (2) may be used by any one person during the year.



H. Leave shall be granted to persons on military reserve status who are called to duty because of a national emergency. In addition, leave shall be granted to those persons called to perform a court function, such as jury duty or responding to a subpoena. In all cases, the person shall receive his regular rate of pay less that received for the services rendered in the out of school function. In general, absence for reasons described in this paragraph will not be charged against the teacher's personal leave. Compensation as provided in this paragraph will be limited to twenty (20) days per year. Deductions provided for under this paragraph will not be made prior to the receipt of reimbursement for the outside activity excepting when closing of the school year financial records require same.



## ARTICLE XVI

### LEAVES OF ABSENCE WITHOUT PAY

- A. A leave of absence of up to one year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries, foreign or military teaching programs; the Peace Corps, Teachers' Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- B. A military leave of absence shall be granted to any teacher who shall be inducted. Similar leave shall be granted to a teacher who enlists for military duty in any branch of the armed forces during a period of military conflict.
- C. A leave of absence of up to one year may be granted to any teacher upon application for the purpose of serving as an officer of the Association. Upon return from such leave such teacher shall be placed at the same position on the salary schedule as when he left.
- D. A leave of absence of one year shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as when he left.
- E. Upon written application, a maternity leave shall be granted without pay for any teacher on continuing Tenure, commencing not later than the end of the fifth month of pregnancy; excepting that when this date falls near the end of a semester or school year, the teacher may be permitted to complete the semester or the year at the discretion of the Board. Pregnancies known prior to the beginning of the school year shall be cause for leave at the discretion of the Board. The teacher shall be entitled to a leave of one year, and further extensions may be granted to the teacher by the Board upon request. Upon return, a teacher will be assigned to the same or similar position providing a vacancy exists. Upon return from maternity leave, a teacher shall be placed at the same position on the salary schedule as she would have been had she taught in the system during such period, provided she was absent from her position not more than five school months.
- F. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one year. Further extensions may be granted at the will of the Board. Upon return from leave, a teacher will be assigned to the same or similar position, providing a vacancy exists.



G. Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:

1. Requests for leaves shall be in writing;
2. Eligibility shall be based on a minimum of two (2) years continuous employment in the district;
3. All extended leaves shall be limited to one year. Further extensions shall be at the discretion of the Board;
4. Salary increments shall not accrue unless specifically provided in this Article.
5. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
6. Written notice of intention to either return or resign shall be given the Superintendent of Schools by March 1st of the year in which the leave expires.
7. Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of a new school year shall depend upon an opening on the staff for which the teacher is qualified.



## ARTICLE XVII

### SUMMER SCHOOL

- A. Applications for summer school teaching positions may be filed with the Superintendent at any time, but such applications must be renewed for each subsequent summer session. The Board agrees to post notices of summer school teaching opportunities not later than March 15th, and teachers will have until April 1st to apply. Notification of acceptance for summer employment will be made to teachers by April 30th.
- B. Participation by the teaching staff in summer school activities will be voluntary, unless specifically indicated in an applicable written contract on file.
- C. In the filling of summer school teaching positions the Board agrees to give preference to persons under contract to the system for the ensuing year, or to persons who give some written assurance of their intention to return. Such assignments shall be made on the basis of a teacher's areas of competence, major and minor fields of study, quality of teaching performance, number of years in the system, and suitability for the specific activity being taught. The decision of the Board, unless arbitrary, capricious or without basis in fact, on such applications and filling of such positions will be final.
- D. No teacher shall be required to work a split shift, other than one involving a meal period.
- E. Other articles of this agreement will not apply to summer school activities except as specifically set forth in Article XXII.



ARTICLE XIX

DUES DEDUCTION

- A. The Board agrees to deduct from teachers' salaries, dues for the Michigan Education Association, the National Education Association, or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the moneys promptly to the appropriate Associations. Teacher authorization shall be in writing on a form similar to that set forth below:

MICHIGAN-NATIONAL EDUCATION ASSOCIATIONS  
DEDUCTION AUTHORIZATION

ME A REGION

ME A DISTRICT

SCHOOL SYSTEM

I am an NEA Life Member

I am an MEA Life Member

Yes \_\_\_\_\_ No \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_

I hereby authorize the Board of Education of the Public Schools of Calumet to deduct dues for professional associations as indicated. It is my understanding that the dues will be deducted from my salary as outlined in the Agreement between the Board and the Association. I have checked the proper boxes to authorize deduction for each professional association.

ME A - NEA \_\_\_\_\_

Date \_\_\_\_\_ (Signed) \_\_\_\_\_

- B. The Calumet Education Association shall certify to the Board in writing the current rate of membership dues for each of the Associations named in Section A above. If any of said Associations shall change the rate of its membership dues, the Calumet Education Association shall give the Board thirty (30) days written notice prior to the effective date of such change.
- C. Deductions referred to in Section A above will be made in (10) installments, not necessarily equal, from the last pay period of each month. The Board will not be required to honor for any deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll.
- D. Upon request, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for any of the Associations named in Section A above.
- E. Teachers shall have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.



## ARTICLE XX

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "Grievance" is a claim based upon an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment.

#### C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

##### 1. Level One

A teacher with a grievance will first discuss it orally with his principal, or in the absence of the principal at the next administrative level, either directly or through the Association's School Representative, with the objective of resolving the matter informally.

##### 2. Level Two

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and



Responsibilities (hereinafter referred to as the "PR&R Committee") within five (5) school days after the decision at Level One or Fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman will refer it to the Superintendent of Schools.

- (b) The Superintendent or his designee will represent the administration at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person in an effort to resolve it.
- (c) If a teacher does not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance is considered as waived.

### 3. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after he has first met with the Superintendent, he may file the grievance in writing with the Chairman of the PR&R Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee will refer it to the Board. Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board.

### 4. Level Four

If the Board of Education, the aggrieved teacher and the Calumet Education Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this Agreement, it may within ten (10) days after the decision of the Board of Education be appealed to arbitration. Such appeal shall be in writing and shall specify the provision of this Agreement which is involved in the dispute, and shall be delivered to the secretaries of the Board of Education and the Calumet Education Association within said ten day period, and if not so delivered, the grievance shall be abandoned.

Within ten (10) days after delivery of said appeal to the secretaries of the Board of Education and the Calumet Education Association, said organizations shall each select two impartial arbitrators from the persons eligible to vote at school elections



in said district, but who are not officially connected with or engaged in the operation of the schools of said district. The four arbitrators thus selected shall then select a fifth arbitrator, who need not be a school elector of this school district.

"The arbitrators so selected will confer with the parties and hold hearings promptly, and will issue their decision not later than twenty (20) days from the date of the close of the hearing. The arbitrators' decision shall be in writing and will set forth their findings of fact, reasoning, and conclusions on the issues submitted.

"The arbitrators shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. Their authority shall be limited to deciding whether a specific article and section of this Agreement has been violated, and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrators shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement.

"The decision of the arbitrators, if within the scope of their authority as above set forth, shall be final and binding.

"The arbitrators' fees and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith."

#### D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any School Representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

#### E. Miscellaneous

1. There shall be one Association Representative (Building Representative) for each school building to be selected in a manner determined by the Association.
2. In the event that any Association Representative or any member of the PR&R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.



3. Decisions rendered at Levels Two and Three of the grievance procedure will be in writing setting forth the decision and will be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. However, the decision at Level One may be placed in writing upon the request of either party.
4. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.
6. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
7. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.



ARTICLE XXI

TEACHER SALARY SCHEDULE

1968 - 1969

\$6100 Base -- 5.5%

	Amount
Step 1	\$6100.00
2	\$6435.50
3	\$6771.00
4	\$7106.50
5	\$7442.00
6	\$7777.50
7	\$8113.00
8	\$8448.50
9	\$8784.00
10	\$9119.50

Additional Stipends:

Masters Degree.....	\$500
Full year experience credit (with degree) No limit	
Semester Credit Hours (20) beyond B.A.....	\$100
Semester Credit Hours (20) beyond M.A.....	\$100
Longerity - 15 years in system.....	\$200
20 years in system.....	\$300



## ARTICLE XXI

### INSURANCE

- A. The Board of Education agrees to share jointly with the school employee in the financing of Blue Cross-Blue Shield or M.E.A. Insurance program to the extent of three-fourths ( $3/4$ ) the cost of a voluntary program for the employee, his or her spouse and children.\* In either case, the district contribution shall at no time exceed three-fourths ( $3/4$ ) of the applicable Blue Cross-Blue Shield premium.

\*Normal dependent coverage

- B. The Board contribution shall cease under the following circumstances:

1. When the teacher no longer receives current earned income in the system.
2. When it has been established that the teacher's services will not be available to the system during the succeeding year; reference here is only to the months of July and August.



ARTICLE XXIV

BASIC SCHOOL CALENDAR\*

1968 - 1969

September 2.....Labor Day  
September 3.....School Opens (Teacher Sessions)  
September 4.....First Student Sessions  
October 3-4.....Teacher Institute  
October 18.....First Grading Period  
November 28-29.....Thanksgiving Holiday  
November 29.....Second Grading Period  
December 20.....School Closes  
January 6.....School Resumes  
January 31.....First Semester Ends  
February 3.....Second Semester Begins  
March 14.....Fourth Grading Period  
March 31 - April 4.....Easter Holiday  
April 7.....School Resumes  
May 2.....Fifth Grading Period  
May 30.....Memorial Day  
June 13.....School Closes

Unless Act 237, Public Acts of 1968, requires that it be  
changed to avoid the penalties.



ARTICLE XXV

CONTRACT REVIEW

- A. Upon the request of either party, representatives of the Board and the Association will meet on the last Tuesday of every month when school is in session for an informal review of matters pertaining to the Agreement. Each party shall be represented by not more than three (3) members and such meetings will be scheduled at the close of the school day.

Either party requesting such a meeting will submit to the other on or before Friday prior to the meeting a listing of items that they wish to discuss. In general, the meeting should be an hour in duration.