## $1971-72$

## Public Schools of Calumet <br> Professional Agreement <br> 1971-1972

Addendum to 1970-71 Contract

ك<br>An Agreement between the

Board of Education
and the

## Calumet Education Association

TEA
1216 SENDAL
E. Lansing MI

48823
attention except that on Fridays or days preceding holidays or vacations, the teacher's 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 minute 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. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists, unless a carry over is necessary.
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 keep kindergarten, first and second grade class sizes to twenty-two (22) students; third, fourth and fifth grade class sizes to twenty-five (25) students and all other academic class sizes to thirty (30) students. In the event that the class size exceeds these limits for twenty (20) school days or longer, a committee composed of two persons from the Board and two persons from the Association, one of which shall be the teacher of the class involved, will convene to discuss the problem.
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 Bcard 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.
H. Every reasonable effort will be made to offer Physical Education to all K-6 students on a semiweekly basis.
C. Each teacher shall be entitled to a sick-leave accumulation of the unused yearly portion but not to exceed 100 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. 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.
I. 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.
J. 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.
K. 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.
L. 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.
M. 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.
N. If a teacher has exhausted his personal leave days, the Superintendent 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 teacher's accumulated sick leave. The Superintendent, upon request, may require a statement from the attending physician to indicate the serious nature of the illness or injury. This also includes dental appointments and illness of children, up to and including ten days.

## ARTICLE XVI

## PERSONAL LEAVE

A. Each teacher shall be entitled to a personal leave of two days per year, chargeable to sick leave, 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 weekend or after school hours. Personal leave shall not be used to extend school holidays.

The above provision entitling a teacher to personal leave does not apply during the first week of school, during the week of examinations at the end of the first semester and during the last seven (7) school days of the year unless an emergency exists and the emergency is made known and carefully explained to the Board. In the event a difference of opinion exists as to the extent and seriousness of the emergency, there will be named a committee of two persons from the Association and two representing the Board who will meet to assist in making the determination.
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, grandchildren, or foster children, parents, parents-in-law, brothers, sisters, or anyone living under the same roof. Any unusual extenuating circumstances may be given consideration upon written request offered to the Board.
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 Association and/or affiliate departments thereof. The teacher may be requested to file a written report within one week of his attendance at such conferences, workshops or seminars.

When the member of the Association has been named a voting delegate to the representative assembly, an additional two (2) days will be granted. No more than two teachers may be absent on any one day for Association business and not more than three (3) days of the basic five (5) 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 the 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 requires same.
I. Anyone with fifty (50) accumulated personal leave days will be granted a third day for personal leave upon written request to the Superintendent.

## ARTICLE XVII

## 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 fulltime 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 Tenure, commencing no later than the eighth month of pregnancy. Continued employment shall be granted prior to the eighth month upon submission to the Board, by written certification from the teacher's physician of the teacher's competency to perform assigned duties. If employment continues beyond the eighth month, said teacher will absolve the Board of any responsibility arising from any liability brought about by the condition of pregnancy. Intent of return to duty will be submitted to the Board prior to delivery and a definite date of return to duty established two weeks after delivery.
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. Request 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 XVIII

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 15, and teachers will
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.


1. Base salary of $\$ 7,600$ with increments of $5.5 \%$.
2. Master Degree schedule $\$ 900$.
3. Credit for hours beyond degree: (Earned after Degree and Certificate)

| 15 hours | $\$ 200$ |
| :--- | ---: |
| 20 hours | $\$ 300$ |
| 30 hours | $\$ 400$ |

hours beyond M.A., $\$ 10$ an hour beyond the M.A. with a maximum of 30 hours
4. Longevity:

| 12 years | $3 \%$ of base salary |
| :--- | :--- |
| 16 years | $4 \%$ of base salary |
| 21 years | $5 \%$ of base salary |
| 26 years | $5.5 \%$ of base salary |
| 31 years | $6 \%$ of base salary |

In order to qualify for a longevity step all teachers must complete a minimum of three (3) approved semester hours between each step.
5. Full credit for the first five (5) years. One year additional credit for each two (2) years beyond the five (5).

## ARTICLE XXII

## INSURANCE

A. The Board of Education agrees to provide the following health care protection for teachers, their spouses and children. Children will be included only while they are dependents of the teacher, but limited to the end of the calendar year in which they reach the age of nineteen (19).

1. For a family unit of three or more persons, the Board will provide the Blue Cross - Blue Shield Comprehensive Group Hospital Preferred Group Benefits (MVF-1, Rider D) in the amount of thirty-nine dollars and twenty-eight cents (\$39.28) per month. The same amount ( $\$ 39.28$ ) per month will be provided by the Board for teachers who prefer to enroll their families of three or more persons under the M.E.A. Super Med Plan.
2. For a family unit of two persons, the Board will provide Blue Cross - Blue Shield Comprehensive Group Hospital Preferred Group Benefits (MVF-1, Rider D) in the amount of thirty-six dollars and ninety-three cents ( $\$ 36.93$ ) per month. The same amount ( $\$ 36.93$ ) per month will be provided by the Board for teachers who prefer to enroll their family unit of two persons (self and spouse) under the M.E.A. Super Med Plan. Thirty-three dollars and twenty-eight cents ( $\$ 33.28$ ) per month will be provided by the Board for teachers who prefer to enroll their family unit of self and children under the M.E.A. Super Med Plan.
3. For a single person the Board will provide Blue Cross - Blue Shield Comprehensive Group Hospital Preferred Group Benefits (MVF-1, Rider D) in the amount of fourteen dollars and twenty-three cents (\$14.23) per month. The Board will make available fourteen dollars and twenty-three cents (\$14.23) per month to single teachers choosing to enroll under the M.E.A. Super Med Plan.
4. Full paid insurance, for duration of this contract, with the Board picking up one additional premium increase.
B. The Board contribution shall cease under the following circumstances:
5. When the teacher no longer receives current earned income in the system.
6. 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 XXIII
EXTRA DUTY FEE SCHEDULE
1971-1972

| Noon Duty | Basic | $\underline{\text { Responsibility }}$ | Time |
| :---: | :---: | :---: | :---: |
| High School | 4\% | 1\% | 1\% |
| Grade School | 4\% | 2\% | 1\% |
| Detention | 4\% | 1\% | 1\% |
| Future Teachers | 1\% | .5\% | - |
| Future Nurses | 1\% | .5\% | - |
| Student Council | 1\% | .5\% | .5\% |
| Forensics (Director) | 1\% | .5\% | - |
| Other | .5\% | - | - |
| Dramatics | 1\% | .5\% | .5\% |
| Middle School Dramatics | 1\% | .5\% | . $5 \%$ |
| Yearbook | 2\% | 1\% | 1\% |
| Yearbook (Advisor-Subscription) | . $5 \%$ | . $5 \%$ | 1\% |
| Audio Visual | .5\% | .5\% | . $5 \%$ |
| Junior Advisor | 1\% | . $5 \%$ | .5\% |
| Senior Advisor | 1\% | . $5 \%$ | .5\% |
| Summer Band | \$6.00 an |  |  |
| Summer and After School Driver Education | $\$ 6.00$ an | our |  |
| Adult Education | \$6.00 an | our |  |


| Summer Counseling | \$6.00 an hour |  |
| :---: | :---: | :---: |
| Athletic Assistance | \$11.00 per event |  |
| Band Activities | $4 \% \quad 4 \%$ | 7\% |
| Longevity (Not applicable to hourly rate) |  |  |
| 2-5 years .5\% |  |  |
| 6-10 years 1\% |  |  |
| 11 years 1.5\% |  |  |

1. All extra curricular activities will be posted and not assigned; however, consideration will be given to the person who had the assignment the previous year if he so desires.
2. Paragraph one does not include those events such as athletic contests whereby the continued practice of assigning teachers shall continue with the added stipulation that elementary and junior high teachers may request to the high school principal that their names be added to the roster.
3. Payment for the above duties will be made in one lump sum, payable at the completion of the activity.
$\left.\begin{array}{lcccc} & \text { Basic } & & \begin{array}{c}\text { Responsibility } \\ \text { No. of Students } \\ \text { No. of Asst. }\end{array} & \begin{array}{c}\text { Time } \\ \text { Amount of Equip. }\end{array} \\ \text { Length } \\ \text { Dates }\end{array}\right)$ No. of Events

Longevity for all Varsity Assistants, Junior Varsity and Grade School Coaches will be based upon one-half ( $1 / 2$ ) the Varsity Longevity Schedule.

1. Longevity does not denote tenure in a coaching position or a form of merit rating. Any coach receiving longevity upon removal from position may apply grievance procedure to third step. However, the decision of the Board is final.
2. Longevity is only granted for a particular coaching position and sport within the Public Schools of Calumet and is not transferable to other areas.
3. Head coaching experience in a specific sport shall count as Varsity Assistant, Junior Varsity Assistant or Junior High experience in the same sport if a step-down to that position was made voluntarily.

|  | ARTICLE XXIV <br> SCHOOL CALENDAR <br> 1971-72 |
| :--- | :--- | :--- |
| September 6 |  |

## 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.

## ARTICLE XXVI <br> REDUCTION OF STAFF

In the event the Board deems a reduction in personnel necessary as a result of annexation or consolidation, loss of student population, or other conditions, the Board agrees to retain, as nearly as possible, the services of those teachers with life, permanent or provisional teaching certificates, who have the longest period of service in the system teaching in the department involved; provided they are certified and qualified to teach the subject(s) to which they wish to be assigned.

If an unforeseen development or problem arises in the application of this Article, an advisory committee shall be named, two by the Board and two by the Association, to review the matter; but the committee shall not have the right to establish policy under this Article.

## ARTICLE XXVII <br> DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of , 1971, and will continue and remain in full force and effect until 1972.

IN WITNESS WHEREOF, the parties hereunto set their hands this
day of $\qquad$ 197-...

CALUMET EDUCATION ASSOCIATION
By: $\qquad$

CALUMET BOARD OF EDUCATION
By : $\qquad$
$\qquad$
$\qquad$

