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PUBLIC SCHOOLS OF CALUMET, LAURIUM & KEWEENAW
PROFESSIONAL AGREEMENT

1998-2000

Calumet, Laurium & Keweenaw Public Schools

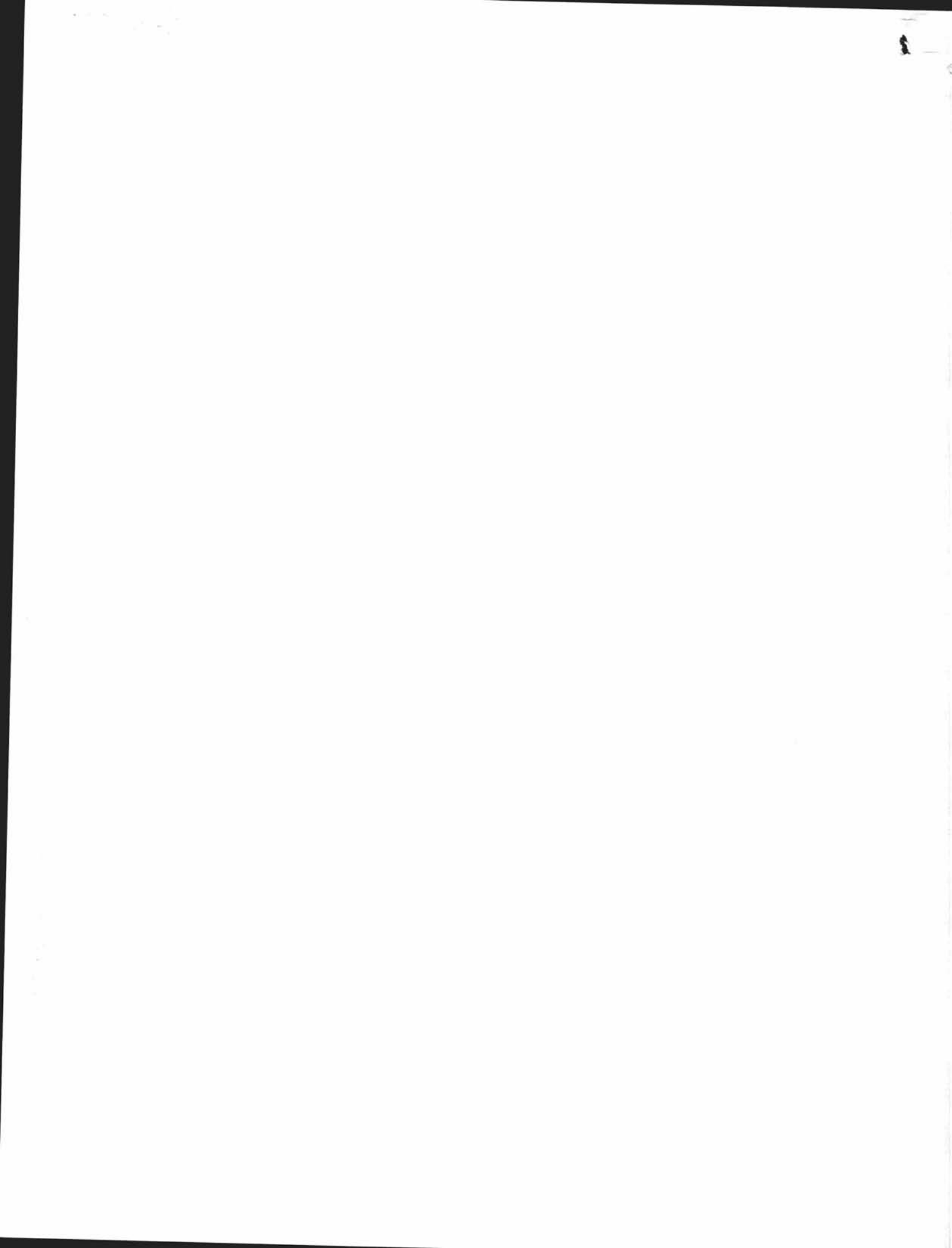
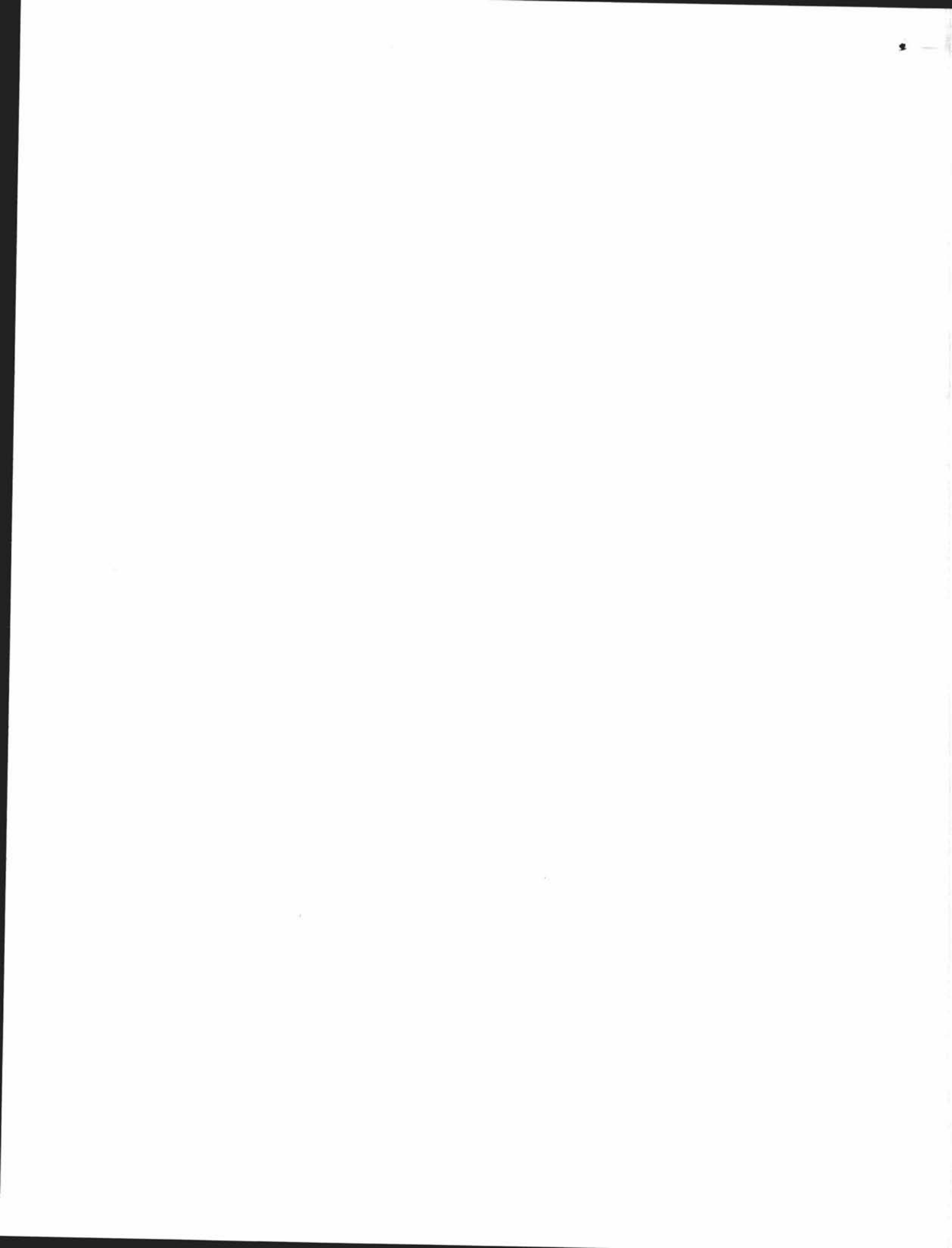


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**ARTICLE I
RECOGNITION**

The Calumet, Laurium & Keweenaw School Board (the Board) hereby recognizes the Calumet Education Association (the Association) as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all regularly employed certificated teaching personnel, but excluding teachers not normally under contract, non-certified personnel and personnel who have supervisory or executive authority.

ARTICLE II PROFESSIONAL NEGOTIATIONS

- A. 1. Not later than four 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 negotiations 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 (employed as teachers) and will become effective when it is reduced to writing and signed on behalf of the Board and the Association.
2. During negotiations 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 negotiations.
3. If the negotiations described in this section have reached in 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 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 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 Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and/or the United States.

- A. Such rights shall include, by way of illustration and not by way of limitation the right to:
1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the school district.
 2. Continue its rights, policies and practices of assignment and direction of its personnel and determining the number of personnel but not in conflict with the specific provisions of this Agreement.
 3. Determine the services, supplies and equipment necessary to continue its operations.
 4. Adopt reasonable rules, policies and regulations.
 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions and subdivisions thereof.
 6. Determine the financial policies, including all accounting procedures.
 7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 8. Establish levels and courses of instruction, including special programs and to provide for athletic, recreational and social events for students.
- B. The exercise of these powers, rights, authorities, duties and responsibilities by the Board shall be limited only by the specific and expressed terms of this Agreement.
- C. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.
- D. It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provision of this Agreement.

ARTICLE IV TEACHER RIGHTS

- A. 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.
- B. 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.
- C. Membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.
- D. Each teacher will have the right, upon request and with one day's advance notice, to review the contents of his/her 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.
- E. Any material originating after initial employment will not be placed in a teacher's personnel file unless the teacher has been notified and given an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material; but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE V
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 customary charge therefore. Applications 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 he/she or his/her 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 this 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 official's visit will not interfere with or interrupt school operations.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, 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/her signature to every notice distributed or posted on or through school facilities.
- E. The Board and the Association agree that arbitrarily imposed standards of dress for teachers are quite unnecessary. They further recognize the teacher's freedom to dress as he/she pleases outside the academic setting as one of his/her individual personal rights and freedoms. Teachers recognize however, that some rights are of necessity secondary to the responsibility to set an example for students within the academic setting. If occasion arises when either party feels that this paragraph should be invoked, a joint committee of two members representing the Board and two representing the Association will meet to review the problem and recommend appropriate action.

ARTICLE VI 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. Teachers further acknowledge that it shall be the teachers' responsibility to implement students' individualized educational plans and for attending to the educational needs of the student while they are in the class.
- 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/she 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. The Association shall be provided a maximum of two working days to provide such representation and/or three working days to obtain legal counsel if necessary.
- 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 non-probationary 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.
- E. The Board of Education and the C.E.A. agree that it is the teacher's responsibility for maintaining conditions conducive to learning in their respective classrooms and buildings.
- F. No teacher on continuing tenure shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

ARTICLE VII
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.
- D. The Calumet Education Association and the Board of Education recognize the importance of communicating with parents. Therefore, the teacher will make a reasonable attempt to contact parents of youngsters who are experiencing problems. The means of communication to parents can be either orally or in writing, and the teachers should make themselves available during their preparation periods for conferences with parents.

ARTICLE VIII
CURRICULUM REVIEW COMMITTEE

The Board and the Association agree that the establishment of curriculum committees composed of members of the teaching and administrative staffs is both necessary and desirable. The Board agrees to continue to involve teachers in its curriculum review activities in the interest of continued quality education and that at least one meeting take place yearly.

ARTICLE IX
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/her primary function is to assist others in the learning process. Academic freedom as envisioned herein gives no teacher the right to impose his/her will upon other teachers or students.
- F. Academic freedom shall be denied where exercise of such rights interferes with the rights of others.

ARTICLE X
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/her 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/her 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/she is adjudged guilty by a court of competent jurisdiction.
- D. A teacher may debar 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/her teaching obligations will allow, full particulars of the incident.

ARTICLE XI 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.
- B. The work performance of all teachers shall be evaluated and recorded in writing. However, at least one month of the school year shall have passed prior to the first visitation unless extreme circumstances dictate earlier attention.

A probationary teacher employed for at least one full school year, shall be provided with an individualized development plan developed by administrative personnel in consultation with the probationary teacher. A probationary teacher will be evaluated at least once each full school year during the probationary period, which shall be an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on, but not limited to, at least two classroom observations held at least sixty days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration. The annual year-end performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

Tenured teachers will be provided with a performance evaluation at least once every three (3) years. If a tenured teacher has received a less than satisfactory performance evaluation, the teacher shall be provided with an individualized development plan developed by administrative personnel in consultation with the individual teacher. The performance evaluation will be based on, but not limited to, at least two classroom observations conducted during the period covered by the evaluation. If the tenured teacher has been provided an individualized development plan, the evaluation shall include at least an assessment of the teacher's progress in meeting goals of his or her individualized development plan. The evaluation cycle of a tenured teacher shall be completed within one academic year.

All teachers will be notified of the week they will be observed 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 of 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. Any information regarding a teacher furnished to the Administration by a parent, student or other person, which will be used in evaluating the teacher's performance, will be promptly called to the teacher's attention.
- F. No later than sixty (60) days prior to the end of the first probationary year a teacher will be notified if work performance is unsatisfactory. This shall be in the form of a letter furnished to the teacher. A second copy shall be forwarded to the Association at the teacher's request. If the report contains any information not previously made known to and discussed with the first-year teacher, the teacher shall have an opportunity to submit information to the Superintendent. In the event the first-year teacher is not continued in employment the first-year teacher may follow the grievance procedure through the second step with the decision of the Superintendent being final.

The above procedure applies to second-year, third year and fourth year teachers who may not be awarded tenure; however, the teacher may follow the grievance procedure through the third step with the decision of the Board being binding.

- G. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in recommendations in areas in which the teacher is to improve and of assistance to be given by the administrator and other staff members.
- H. Evaluation of teaching performance in study halls shall be in addition to those listed in Section B above and shall not constitute a major proportion of the evaluation of a teacher's total performance. Extra Duty evaluations shall be separate and distinct from a teacher's classroom evaluation.
- I. Evaluations of a teacher shall include an evaluation by an educator who is certified in the subject or level of instruction. Times between evaluations shall be at least two weeks unless for good cause or by mutual agreement. Proven errors in evaluations will be corrected and removed from the evaluation. The evaluations shall include a narrative summary on whether the evaluation was a good and satisfactory evaluation or an unacceptable and unsatisfactory evaluation.

ARTICLE XII 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 certificated of 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 and their major or minor field of study.
- C. The Board will notify the Association when specially-certified teachers are employed.

ARTICLE XIII TEACHING HOURS AND ASSIGNMENTS

- A. All teachers in the system will be required to report at 8:00 a.m. and the teacher day shall end at 3:36 p.m. Teachers are encouraged to remain for a sufficient period of time after the close of the pupils' school day to attend to those matters that require attention except that on Fridays or days preceding holidays or vacations, the teacher's day shall end at the same time as dismissal of the high school and middle school. The Board and the Association agree that 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.

When stormy weather necessitates an early dismissal, teachers will remain an additional thirty (30) minutes unless sooner released by the building principal.

- B. It is agreed between the Association and the Board that the pupil-teacher contract will be limited to twenty-five hours and twenty-five minutes of 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 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 thirty minute lunch period preceded and followed by a passing time.
- D. Elementary teachers will have thirty minutes of recess per day. 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. An elementary teacher shall be paid for recess duty at their hourly rate if the recess assignment makes their pupil/teacher contact more than 25.42 clock hours per week.
- 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 based upon an hourly rate determined by taking one-sixth ($1/6$) of the teachers base salary divided by the number of days for which teachers are paid. This includes periods when gym, art, and music are not held, and the classroom teacher has students for that time period.
- H. The Board may hire qualified personnel to supervise study halls provided that:
1. No teacher will be laid off or reduced by such action.
 2. Teachers will be given the right of first refusal to supervise a study hall at the rate of \$750 per semester or \$1,500 per year in addition to their regular teaching load of 5 out of 7 classes.
 3. If a teacher is assigned study hall duty, it shall be at full pay according to their step.

ARTICLE XIV TEACHING CONDITIONS

- A. Every reasonable effort will be made to keep kindergarten through fifth grade class sizes to 26 and all other academic class sizes to 30 students. In the event that the class size exceeds 10% of these limits for 10 school days or longer, a committee composed of two persons from the Board and two persons from the Association, one of which will be the teacher of the class involved, will meet to discuss this problem. Among the solutions considered will be the hiring of an aide. The committee shall present to the Board of Education on or before its next regularly scheduled meeting its recommendation to solve the problem.
- B. In the high school, the maximum study hall size shall be 150 students. If this number is exceeded by 10 per cent, a second teacher or teacher's aide will be assigned to that study hall. The time frame for resolving an oversize study hall shall be the same as for resolving an oversize class as described in the above paragraph.
- C. 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.
- D. The Board shall continue to provide a teacher reference library section in its existing library.
- E. The Board agrees to continue to make available in each school adequate typing and duplicating facilities.
- F. 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/she is to teach.
 5. Adequate storage space in each classroom for instructional materials.
- G. The Board agrees to provide an aide or clerk to be shared in those buildings where clerical assistance is not otherwise available.

- H. In the school year 1991-92 the school district shall become tobacco free. The Board of Education will provide an "assistance program" to provide assistance for staff members who presently use tobacco.

ARTICLE XV
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 reviewed 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; but no teacher shall be denied a requested position without a stated reason.
- C. Whenever a vacancy occurs in the professional staff, the Board will give written notice to the Association and post in each building as soon as possible. The notice will include a general statement of the qualifications required. The Board agrees to consider applications which may be on file or received as a result of posting. No position will be awarded an outside applicant if there are certified internal applicants. Preference shall be given the most senior qualified applicant.
- 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. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making potential involuntary assignments and transfers, the convenience and wishes of the individual teachers 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. The least senior qualified teacher shall be involuntarily transferred.
- 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/she may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE XVI
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/her in prior years. Additional sick leave will be credited to his/her account at the rate of one (1) day for each calendar month in which he/she teaches in the system, subject to a maximum of 10 days per year. An individual quarterly report of sick leave accumulation shall be provided to each teacher.

A teacher suffering a loss of pay as a result of having less accumulated sick leave than the length of his/her illness, will be reimbursed at the end of the school year for such loss as his/her 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/her sick-leave reserve; provided, that where he/she 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/her regular salary or wage for a period not to exceed the number of days in his/her sick-leave accumulation.

When the Board supplements a teacher's income under the Workmen's Compensation Act, his/her sick leave accumulation shall be reduced equal to the proportion of his/her regular salary paid by the Board.

- C. Each teacher shall be entitled to a sick leave accumulation of the unused yearly portion but not to exceed 182 days.

A sick leave bank may be established by bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of 50 days. The pool shall be created by a voluntary contribution of sick days from a member's accumulated sick leave bank and shall not exceed a contribution of 7 sick days.

The pool of unused sick leave days generated by this process shall be administered by a committee composed of two members of the Association and two members of Administration. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or child care purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes.

Upon depletion of his or her personal sick days, any bargaining unit member may make a written application to the committee to utilize sick leave pool days. Reports on the status of this sick leave pool, including the number of days remaining, will be provided to the Association upon request.

- 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/her personal physician testifying to the satisfactory condition of his/her 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/she 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 by 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/her intention to be absent from school as early as possible, and not later than 7:00 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/herself 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/she is absent from work for illness or injury on any day for which teachers are required to report. A teacher shall not be charged a sick leave day when school has been closed for the entire school day due to a snow day.

- N. A teacher may use five (5) of the ten (10) sick days for illness of spouse, children, or parents. The Superintendent may grant an additional five (5) days.

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 for children which are of an emergency nature.

- O. A teacher may use sick leave for dental work, eye exams or diagnostic work which cannot be scheduled at any other time or of an emergency nature. The Superintendent, upon request, may require a statement from the attending specialist or physician attesting to the above conditions.
- P. Disability associated with pregnancy or childbirth shall be treated as any other disability.

ARTICLE XVII PERSONAL LEAVE

- A. Each teacher shall be entitled to a personal leave of two (2) days per year, not 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. Any unused personal leave days are to be credited to accumulated sick leave at the end of each school year. A teacher shall not be charged a personal leave day when school has been closed for the entire school day due to a snow day.

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 five (5) 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 or as to whether the personal leave qualifies for the useable purposes, 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. 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.
- C. Anyone with fifty (50) accumulated sick leave days will be granted a third day for personal leave upon written request to the Superintendent.
- D. When numerous requests for personal leave on the same day result in a hardship to the school system, the Board shall notify the Association within two (2) days. The Association shall meet with the teachers involved and attempt to resolve the hardship.
- E. 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, sister-in-law, brother-in-law, grandparents, or anyone living under the same roof. Any unusual extenuating circumstances may be given consideration upon written request offered to the Board.
- F. 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.

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

I. 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/her 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 may be used by any one person during the year.

The Board shall grant an additional three (3) days for Association business when requested, and the Association shall reimburse the school system the equivalent of a substitute teacher's rate for each of the three additional days used.

- J. 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/her 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.

ARTICLE XVIII
LEAVES OF ABSENCE WITHOUT PAY

- A. A leave of absence of up to one year shall 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, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his/her professional responsibilities. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she 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 two years shall 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/she 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/she left.
- E. A leave of absence without pay shall be granted to any teacher for the purpose of child care. The Administration shall be notified of such a leave request at least one month prior to its commencement. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as when they left.
- F. Any teacher whose illness or disability extends beyond the period compensated shall 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 such extended leave, a teacher shall be assigned to the same or similar position, providing a vacancy exists.
- G. A leave of absence of up to one year shall be granted by the Board of Education to any teacher with ten years seniority in the district for any reason other than teaching in Region 18 of the MEA. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as when he/she left. The teacher shall also be given the same teaching assignment as before, providing the same assignment exists.

A committee composed of two members of the CEA and two members of Administration shall be established to review all applications for leaves of absence under Paragraph G of this Article for the purpose of making recommendations to the Board for the granting of such leaves, it being understood by the parties that the decision of the Board on approving or denying such leaves shall be final and binding.

H. Unless otherwise indicated, the following conditions shall apply to leaves extending the original leave 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 by 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.

I. A teacher returning from an approved leave of absence shall be given the same teaching assignment as before providing the same assignment exists. If a teaching assignment position has been eliminated or modified, a comparable teaching assignment will be provided; seniority will control on the reassignment of the teacher.

ARTICLE XIX
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 have until April 1 to apply. Notification of acceptance for summer employment will be made to teachers by April 30.
- 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 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 XXIII.

**ARTICLE XX
DUES DEDUCTION**

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association/Union, or 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 not exceed the amount of Association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer 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 wages 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 bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. The Board agrees to deduct from teacher's 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**

MEA Region	MEA 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, Laurium & Keweenaw 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.

MEA-NEA

Date..... (Signed).....

- C. 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.
- D. Deductions referred to in Section A above will be made in ten (10) installments, not necessarily equal, from the first 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.
- E. 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.
- F. 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 XXI
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.
2. An "Aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, the resolution of 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) A teacher with a suspected grievance will first discuss it orally with his/her principal, or in the absence of the principal at the next administrative level, either directly or through the Association's School Representative, within twenty (20) working days after its occurrence or discovery if not apparent at the time of its occurrence, but not later than one year after its occurrence with the objective of resolving the matter informally.

- (b) If the teacher is not satisfied with the oral discussion, he/she 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) working days. The Chairman of the PR&R Committee will then file the grievance with the principal on the Grievance Report Form (Appendix A) within 30 working days after the oral discussion, at which point the grievance becomes formal.

2. Level Two

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the formal grievance, the Chairman of the PR&R Committee will refer the grievance to the Superintendent of Schools within fifteen (15) school days after the presentation of the formal grievance at Level 1.
- (b) The Superintendent of Schools or his/her 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/her 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 forty-five (45) school days after the teacher knew or should have known of the act or condition on which the grievance is considered as waived.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after he/she has first met with the Superintendent, the Chairman of the PR&R Committee will refer it to the Board within five (5) school days after receipt of the written grievance from the Superintendent. Within ten (10) school days after receiving the written grievance, a committee of the Board and their representative will meet with the aggrieved person for the purpose of reviewing 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. Excluded from arbitration is any matter under the jurisdiction of the Teacher Tenure Act, any decision to terminate or not renew the employment of a probationary teacher, content of an evaluation, the termination of a teacher from any extra duty assignment. 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.

If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

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 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/her 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/her own choosing, except he/she 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/she shall disqualify himself/herself 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/her 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/she 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.

APPENDIX A
GRIEVANCE REPORT FORM

Grievance # _____ School District Distribution of form

GRIEVANCE REPORT

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievance</u>	<u>Date Filed</u>
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STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Sections or Sub Sections Violated _____

3. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

D. Position of Grievant and/or Association _____

Signature

Date

STEP II

A. Date Received by Superintendent or Designee _____

If additional space is needed in reporting Sections B1 & 2 of Step 1, attach an additional sheet.

B. Disposition of Superintendent or Designee _____

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

C. Position of Grievant and/or Association _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

NOTE: All provisions of Article _____ of the Agreement dated _____, 19____
WILL BE STRICTLY OBSERVED IN THE SETTLEMENT GRIEVANCES.

ARTICLE XXII
TEACHER SALARY SCHEDULE

1998-1999

Step	BA	BA+Cert.	MA	MA+15	MA+30
1	25,371	26,144	27,685	28,453	29,226
2	26,144	26,914	28,453	29,226	30,971
3	26,758	27,507	28,760	30,141	32,717
4	28,572	29,322	30,579	31,061	34,466
5	29,642	30,390	31,645	32,125	36,215
6	30,712	31,459	32,713	33,193	37,960
7	31,867	32,616	33,871	34,354	39,708
8	33,026	33,774	35,029	35,510	41,457
9	34,179	34,932	36,185	36,666	43,201
10	37,943	38,883	40,139	40,621	44,951
11	41,707	42,837	44,094	44,574	46,696

1999-2000

Step	BA	BA+Cert.	MA	MA+15	MA+30
1	26,107	26,902	28,488	29,278	30,074
2	26,902	27,695	29,278	30,074	31,869
3	27,534	28,305	29,594	31,015	33,666
4	29,401	30,172	31,466	31,962	35,466
5	30,502	31,271	32,563	33,056	37,265
6	31,603	32,371	33,662	34,156	39,061
7	32,791	33,562	34,853	35,350	40,860
8	33,984	34,753	36,045	36,540	42,659
9	35,170	35,945	37,234	37,729	44,454
10	39,043	40,011	41,303	41,799	46,255
11	42,917	44,079	45,373	45,867	48,050

1. In order for a teacher to qualify for advancement on the salary schedule beyond the B.A. or M.A. degrees, credits must meet the following criteria:
 - 1) They must be graduate credits or
 - 2) Credits germane to a teacher's assignment and/or certification, or
 - 3) Credits in an approved program, or
 - 4) Credits approved by the Administration.
 - 5) It is understood that undergraduate credits taken for the purpose of recertification shall not apply unless they are approved by Administration.

Credits may be earned prior to September or January of each year for movement on the salary schedule from one track to another.

2. A. Any bargaining unit member who has earned 30 credits beyond his/her Bachelor's Degree prior to the 1986-87 contractual agreement shall receive an additional \$345.00 above the B.A.+15 Track grandfathered as part of his/her salary.
- B. Any bargaining unit member who was included under the BA+15 Track prior to September 1, 1993 shall be grandfathered under the BA+Cert. Track.
- C. The requirement to have taught three (3) successful years for a staff member to qualify for advancement to the BA+ Certification track is waived and that a member may qualify for advancement to BA+ Certification if that member has:
 - (1) Earned eighteen (18) semester hours after the issuance of the state provisional certificate in a planned course of study; and,
 - (2) Complied with all other applicable provisions of the law.

3. Longevity:

Longevity based on service within the Public Schools of Calumet, Laurium & Keweenaw shall be paid beginning with the 16th, 21st, 24th, 26th & 28th years.

<u>1998-1999</u>	<u>1999-2000</u>
16 years -- 3% of \$34,179	16 years -- 3% of \$35,170
21 years -- 4% of \$34,179	21 years -- 4% of \$35,170
24 years -- 4.5% of \$34,179	24 years -- 4.5% of \$35,170
26 years -- 5% of \$34,179	26 years -- 5% of \$35,170
28 years -- 5.5% of \$34,179	28 years -- 5.5% of \$35,170

4. New teachers entering the system with previous teaching experience will be given full credit for the first nine years of experience and one additional credit for each two years beyond the nine.
5. The teachers shall have the right to be paid one of the following salary options:

Option 1: One twenty-sixth of the annual salary, less deductions. The final payment will be on the pay date following the end of the school year. Included with the last payment will be the total of withheld salary.

Option 2: One-twentieth of the annual salary, less deductions.

Option 3: One twenty-sixth of the annual salary, less deductions. Summer checks will be mailed each two weeks.

For the duration of this contract a teacher must make his/her election on or before September 6. A change in the selection of an option of payment may be elected for the following school year provided that the change is requested prior to June 1; it being understood, however, that the June 1 date does not apply to Option 1.

6. In recognition of service to the School District, a retirement payment of ten (\$10) dollars per day of unused accumulated sick leave to a total of one hundred twenty (120) days, twenty (\$20) dollars per day of unused accumulated sick leave for one hundred twenty one (121) through one hundred sixty (160) days, and thirty (\$30) dollars per day of unused accumulated sick leave for one hundred sixty one (161) days through one hundred eighty (180) days shall be paid to the teacher upon retirement provided the teacher shall have been employed in the school district at least ten (10) years.
7. The Board shall pay the teacher's contribution to the State Teacher's Retirement System.
8. All dollar amounts will be rounded to the nearest dollar. Fifty cents and up will be rounded up. Less than fifty cents will be rounded down.

ARTICLE XXIII INSURANCE

A. Health Insurance

1. The Board of Education shall provide MESSA Super Care I protection for a full twelve-month period for each employee and his/her entire family and any other eligible dependents including sponsored dependents as defined by MESSA.

A pro-rated equivalent of insurance costs shall be contributed toward the purchase of the health insurance for all regularly employed part-time employees.

B. Dental Insurance

The Board of Education agrees to provide the Delta Dental Plan (80-80-80) with a \$1,500.00 orthodontic rider for each eligible teacher and their eligible dependents.

C. Vision Insurance

The Board of Education shall provide VSP-3+ vision care to all eligible employees and their eligible dependents.

D. Life Insurance

The Employer shall provide without cost to the employees MESSA term life insurance protection in the amount of \$20,000 that shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance shall pay double the specified amount; in the event of accidental dismemberment, the insurance shall pay according to the schedule. If the employee becomes totally disabled from any cause before reaching age 60, the life insurance provided according to the schedule will be continued for the duration of his/her total disability without payment of further premiums, regardless as to whether or not the carrier is still in force. If the employee dies before the total disability ceases, the face amount of the life insurance in force, as determined by the schedule, shall be payable to his/her beneficiary.

E. Pro-rated Insurance Coverage

It is understood by both parties that a regularly employed part-time teacher will have his/her benefits prorated according to the amount of time worked.

In the event an employee is terminated or resigns during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the 12-month insurance year earned at the time of the termination or resignation. An employee hired after the first required work day of the school year shall be entitled to the above mentioned employee benefits, subject to MESSA's underwriting guidelines.

F. Twelve Month Insurance Coverage

The Employer shall make payment of insurance premiums on behalf of all employees to assure insurance coverage for the full 12 month period commencing September 1 and ending August 31 even through the employee may not be returning the next school year. All new teachers will have coverage beginning September 1. The open enrollment period shall be jointly established by the Employer, the Association and MESSA.

G. The institution of a MESSA Single Subscriber Option shall be implemented provided that six (6) staff members who participated in the full family MESSA Super Care I program drop their full family health insurance coverage and elect to be enrolled under the MESSA Single Subscriber Option.

H. Employees not electing to take health insurance coverage, shall be provided with the option to elect up to the MESSA Super Care 1 single subscriber rate per month in qualified benefits and/or cash under a Section 125 Cafeteria Plan. MESSA and/or MESSA Fixed and Variable Option programs are available.

ARTICLE XXIV EXTRA DUTY FEE SCHEDULE

Noon Duty	
High School.....	7%
Grade School.....	7%
Detention	
High School.....	7%
Middle School.....	5.25%
Future Teachers.....	2%
Student Senate.....	3%
Future Nurses.....	1.5%
Forensics (Director).....	3%
Dramatics.....	5%
Senior Class Play.....	5%
Middle School Dramatics.....	3%
Yearbook.....	6%
Yearbook (Advisor-Subscription).....	2%
Freshman Advisor.....	1%
Sophomore Advisor.....	1%
Junior Advisor.....	4.5%
Senior Advisor.....	5.5%
7th Grade Advisor.....	.5%
8th Grade Advisor.....	.5%
Summer Band.....	\$10.50/hour
Summer and After School Drivers Ed.....	\$13.00/hour
Adult Ed. Academic	\$13.00/hour
Band Activities.....	15%
Pep Club.....	2%
High School French Club.....	2%
Middle School Newspaper.....	1%
Weight Room Supervisor.....	\$5.00 per session
High School Bowl Advisor.....	5%
SADD Advisor.....	1%
German Club.....	2%
Spanish Club.....	2%
National Honor Society.....	2.5%
NCA/School Improvement (Building & District Chairs).....	2% of Base
Summer School.....	\$13.50/hour
Early Childhood Summer In-Service	\$45/day
School Improvement Planning/Curriculum Development.....	\$13.00/hour
Gifted and Talented Coordinator.....	\$875.00
Odyssey of the Mind Coach.....	\$450.00
Middle School Quiz Bowl Advisor.....	1.5%
Business Professional Advisor.....	2%
Marketing Store Advisor.....	2%
Elementary Newspaper Advisor.....	1%
Band Director will be paid \$50.00 for post season play per game.	

If a substitute is required for an extra duty fee schedule responsibility or activity, the teacher shall reimburse the District for the substitute fee paid. The provisions of this paragraph do not apply if the substitute is required by a school district directed activity.

A stipend of \$500.00 will be used to pay Odyssey of the Mind Coaches subject to the restriction that no coach shall receive more than a \$100.00 payment.

Longevity (Not applicable to hourly rate)

2-5 years ----- .5%
6-10 years ----- 1%

Athletic assistance - \$15.00 per event. Athletic All Events Passes will be available to all school employees at a cost of \$5.00.

Teacher should be asked before extra-duty assignments are posted.

1. All extracurricular activities will be posted and not assigned; however, consideration will be given to the person who had the assignment the previous year if he/she 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 two payments for activities which are over 6% reimbursement. One-half of the extra duty pay will be paid halfway through the season with the remaining one-half to be paid at the conclusion of the season. All duties will be paid on the first regularly scheduled payroll after the completion of the activity.

Varsity

Football.....15%
Basketball.....14%
Track.....10%
Hockey.....15%
Girls' Volleyball.....10.5%
Golf.....2.5%
Cross Country.....11%

Girls' Intramural

Basketball and Volleyball.....3% for each

Longevity

2-5 years..... 1%
6-10 years..... 2%
11 years..... 3%

Varsity Assistant

Football.....9%
Track.....6%
Hockey.....9%
Cross Country.....3.5%

Junior Varsity	
Football.....	9%
Basketball.....	8.5%
Volleyball.....	6%
Cheerleading.....	5% Fall; 5% Winter

Jr. High	
Track.....	4.5%
Cross Country.....	1.5%
Flag Football.....	3%
Instructional.....	3%
Cheerleading.....	1.5%
Basketball Coach.....	4.5%
Grade School or Jr. High Coaches.....	4%
Intramural.....	3%

Longevity for Junior High, Grade School Coaches and Intramural will be based upon one-half (1/2) the Varsity-Junior 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 experiences 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.
4. The above extra fee schedule is based upon a base of \$25,371 in 1998-99 and \$26,107 in 1999-2000.

The coaches of the following activities will be paid \$100.00 for advancing beyond the following levels of competition:

Football: For advancing to Regional Semifinal Play.
 For advancing to Regional Final Play.
 For advancing to State Semifinal Play.
 For advancing to State Final Play.

Basketball: For advancing to Regional Final Play.
 For advancing to Quarterfinal and State Play.

Hockey: For advancing to State Semifinal Play.
 For advancing to State Final Play.

Volleyball: For advancing to U.P. Final Play.

High School Bowl: For advancing to State Competition.

**ARTICLE XXV
SCHOOL CALENDAR--1998-99**

Mon., August 31	School Readiness Day
Tues., Sept. 1	First Day of School for Students
Mon., Sept. 7	Labor Day
Fri., Oct. 9	Teacher Inservice Day
Thurs. & Fri., Nov. 26 & 27	Thanksgiving Recess
Mon., Dec. 21	Christmas Recess Begins
Mon., Jan. 4	Classes Resume
Thurs., Jan. 21	End First Semester
Fri., Jan. 22	Record's Day
Fri., Feb. 26	Inservice Day
Apr. 2 - 9	Easter Recess
Mon., Apr. 12	Classes Resume
Mon., May 31	Memorial Day Recess
Thurs., June 10	End Second Semester (Last day for students)
Fri., Jun. 11	Record's Day

DAYS OF INSTRUCTION

<u>1st Semester</u>		<u>2nd Semester</u>	
Sept.	21 days	Jan.	5 days
Oct.	21 "	Feb.	19 "
Nov.	19 "	Mar.	23 "
Dec.	14 "	Apr.	16 "
Jan.	<u>14 "</u>	May	20 "
	89 days	Jun.	<u>8 "</u>
			91 days

School Readiness	1
Total Instructional Days	180
Total Teacher Inservice	2
Records Day	<u>2</u>
Total Contact Days	185

Note: Snow days will be made up at the end of the school year. On days when school is delayed or shortened due to extreme weather conditions, reporting and leaving time of teachers shall be delayed or shortened proportionally.

ARTICLE XXVI
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 XXVII
REDUCTION OF STAFF

- A. In the event the Board deems a reduction in personnel necessary as a result of annexation, consolidation, loss of student population, or other conditions the Board agrees to initiate the following procedure:
1. First year probationary teachers shall be laid off first by using the following order:
 - a. Michigan certification
 - b. Seniority
 - c. Competency as determined by administrative evaluation
 2. Second year probationary teachers shall be laid off in accordance with A-1 above.
 3. Third year probationary teachers shall be laid off in accordance with A-1 above.
 4. Fourth year probationary teachers shall be laid off in accordance with A-1 above.
 5. When all probationary teachers have been laid off, tenure teachers shall be laid off. Tenure teachers shall be laid off by using the criteria below in the following order:
 - a. Michigan certification
 - b. Seniority
 - c. Competency as determined by administrative evaluation

- B. Seniority shall be computed from the first day the teacher is actively employed in the system. Length of continuous service will be deemed broken by, but will not be deemed to include, authorized leaves of absence of one (1) year or more and periods of lay off as provided in this Article.

For the purpose of seniority "actively employed" means the first day of the academic year is to begin.

Seniority for employees on authorized leaves of absences without pay (Article XVII) shall be computed on the following basis:

- a. One (1) year of seniority for any combination of time on sick leave and teaching time equal to one-half (1/2) year or more.
- b. One-half (1/2) year of seniority for any combination of time on sick leave and teaching time of less than one-half (1/2) year.
- c. An employee working less than full time at the convenience of the School District shall be given a full year of seniority.

- C. If for any reason the Board anticipates a reduction of staff for the following school year, it shall, prior to taking formal action, consult with the EA to receive recommendations regarding priorities and procedures to be followed.
- D. Changes in a teacher's certification while on lay off shall not affect the teacher's status during the lay off period. Since lay-offs are not to be effectuated until the Fall, all teachers subject to lay off for the following school year shall not lose their fringe benefits during the Summer months afforded them under this Agreement and individual or supplemental employment contracts.
- E. Any teacher on lay off shall be recalled in inverse order to lay off provided he/she is certified and qualified for the vacancy.
- No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.
- F. A teacher on lay-off shall have right of recall for three years following his or her lay-off. The Board shall give written notice of recall from lay off by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. It is the teacher's responsibility to notify the Board by certified mail within ten days on receipt of notification of their acceptance or rejection of recall. Failure to respond within the ten day time shall be considered a declination to be recalled.
- G. In the case of an annexation, teachers within the annexed group (Allouez Township School Group - 5/75) will be subranked based on credit given for years of experience within the annexed system in determining their placement on the seniority list.

ARTICLE XXVIII
EARLY RETIREMENT INCENTIVE

- A. To be eligible for benefits under this program, a teacher must have been employed for at least ten (10) years by the Board of Education of the Public Schools of Calumet, Laurium & Keweenaw.
- B. Teachers retiring will be eligible for the following benefit: A lump sum payment of Seven Thousand Five Hundred Dollars (\$7,500.00).

This retirement incentive is contingent upon a person retiring at the end of the first school year in which:

- 1. He/she has reached the age of 55 and has acquired thirty (30) years for retirement in the Michigan Public School Employees Retirement System;
- 2. He/she is over the age of 55 but less than 60 and has acquired thirty (30) years for retirement in the Michigan Public School Employees Retirement System; or
- 3. He/she has reached the age of 60 and has acquired at least ten (10) years with the Board of Education of the Public Schools of Calumet, Laurium & Keweenaw.
- 4. Teachers who qualify to retire through the State of Michigan Member Investment Plan and who qualify for purchase of Michigan Public School Employees' Retirement System credit (MPERS) are eligible to participate and receive early retirement incentive. It is further understood that the forfeiture of the retirement incentive shall not apply to staff members who choose to retire before the age of 55 under the MIPS Program and before 30 years under the MPERS Buy-in Program.

Should the teacher not take this retirement incentive the year they are eligible, they will forfeit One Thousand Five Hundred Dollars (\$1,500.00) of retirement incentive for each year they delay retirement. Example: Someone who is eligible in June of 1991 to retire, but delayed retirement until June of 1996; would get zero incentive; if they retired June of 1994 they would receive Three Thousand Dollars (\$3,000.00). Retirements at mid-year would forfeit only Seven Hundred Fifty Dollars (\$750.00).

- C.
 - 1. Persons retiring due to a medical disability which qualifies them for retirement benefits from the Social Security Administration, the State Retirement Board or any insurance company are not eligible to qualify for benefits under this plan.
 - 2. Persons dismissed through tenure proceedings are not eligible to qualify for benefits under this plan.

- D. Written notification of intent to retire must be given to the Superintendent at least three (3) months prior to the retirement date intended.
- E. You must be employed by the Board of Education of the Public Schools of Calumet, Laurium & Keweenaw on the last working day prior to date of retirement or on normal sick leave or on Administration approved leave.

**ARTICLE XXIX
MEDICALLY FRAGILE**

When a general education classroom teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition.

ARTICLE XXX
SCHOOL IMPROVEMENT

The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans:

- A) Participation in the planning by the employee should be voluntary if outside of the regular school day.
- B) Participation in the planning shall not be used as a criteria for evaluation, discipline, and discharge.
- C) The master agreement may not be modified in whole or in part except by mutual written agreement by the Association and the Board.

ARTICLE XXXI
PUBLIC SCHOOL ACADEMIES

The District will provide notice to the Association of any contract, correspondence or inquiry regarding a public school academy application known to the District.

ARTICLE XXXII
MENTOR TEACHER

For the duration of this contract a mentor teacher will be selected from within the bargaining unit on a voluntary basis. Mentors shall not be required to evaluate their charges. There will be no compensation for the mentor assignment but should the work load of such assignment expand, the Board and the Association will meet to address the problem.

DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of September 1, 1998 and will continue and remain in full force and effect until August 31, 2000.

IN WITNESS WHEREOF, the parties hereunto set their hands this 8th day of September, 1998.

CALUMET EDUCATION ASSOCIATION

By: Jamie Cox-Abelyles

By: Charmaine A. Parsons

By: Marye Boddy

CALUMET BOARD OF EDUCATION

By: Gemma Tam

By: Lay Kestel

By: Carol Altko

LETTER OF UNDERSTANDING #1
BETWEEN
THE PUBLIC SCHOOLS OF CALUMET, LAURIUM & KEWEENAW
AND
THE CALUMET EDUCATION ASSOCIATION

The above named parties hereby agree that the Calumet, Laurium and Keweenaw School District deer hunting day practice shall remain in place for the duration of this contract. It is further understood that each teacher who takes a deer hunting day shall pay the substitute rate. Payment of the substitute fee shall be made before the deer hunting day is taken and the School District shall pay the substitute his/her fees by a School District check.

For the Board:

Dated: _____

For the District:

Dated: _____

LETTER OF UNDERSTANDING #2
BETWEEN
THE PUBLIC SCHOOLS OF CALUMET, LAURIUM & KEWEENAW
AND
THE CALUMET EDUCATION ASSOCIATION

It is mutually agreed upon by the parties hereto that:

1. The District will advise and inform the Association of all significant developments in the telecommunications and least restrictive environment areas.
2. An extra duty evaluation form shall be developed cooperatively by a committee of the Board (or its designee) and the Association.

Superintendent

Dated: _____

President CEA

Dated: _____

LETTER OF UNDERSTANDING #3
BETWEEN
THE PUBLIC SCHOOLS OF CALUMET, LAURIUM & KEWEENAW
AND
THE CALUMET EDUCATION ASSOCIATION

It is mutually agreed upon by the parties hereto that the following illustrations are examples which will help explain the implementation of the early retirement incentive as agreed to by the parties for the 1991-93 contract:

1. If a 47 year old employee had 25 years of retirement credit and purchased 5 additional years, the employee could still work 8 more years before forfeiting any of the early retirement incentive specified in the contract.

An employee can have over 30 years of credit without forfeiting any early retirement incentive providing they do not exceed the age of 55.

2. If an employee is 52 years old and has 25 years of retirement credit and then buys 5 years of credit, the employee could retire or work 3 years without forfeiting any of the early retirement incentive.

Superintendent

Dated: _____

President CEA

Dated: _____

LETTER OF UNDERSTANDING #4
 BETWEEN
 THE PUBLIC SCHOOLS OF CALUMET, LAURIUM & KEWEENAW
 AND
 THE CALUMET EDUCATION ASSOCIATION

It is mutually agreed upon by the parties hereto that all district seniority which has been recognized by the School District through the 1993-94 school year shall be retained by each staff member and that the seniority list of the District as of September 1, 1998 is as follows:

<u>NAME</u>	<u>DATE OF HIRE</u>
Gerald A. Perreault	9/68
Virginia C. Douglas	9/69
Steven R. Solmonson	9/70
Mildred E. Little	9/71
Mary K. Kaukola-Olkkonen	9/71
Janet R. LaMuth	9/71
Raymond G. Pomroy	9/71
Andrea R. Kovachich	9/72
Gary J. Wakeham	9/72
Kathleen A. Norden	9/72
Donald Poshak	10/72
Dennis M. Bastian	9/73
Irene K. Corcoran	9/73
Dianne L. Rozich	9/73
Michael S. Edwards	9/74
Barbara J. Bausano	9/74
Stephen P. Rozich	9/74
Arthur J. Stancher	9/74
Robert A. Heltunen	9/74
Daniel W. Glinn	10/74
Kathryn M. Warner	11/74
Gordon M. West	5/75
Karen M. Babcock	5/75
Sherrie L. Pellegrini	5/75
Mary L. Rheault	5/75
Mary E. Henderson	5/75
Phyllis M. Locatelli	5/75
Mary K. Joosten	9/75
David W. Cima	9/75
Patricia S. Hughes	10/76
Bruce R. Hannula	9/77
Phyllis M. Ramos	9/78
Thomas G. Maksimchuck	9/79
John G. Parsons	9/79
Barbara J. Gariepy	9/79
Andrea E. Bourne	10/79
Gary J. Aalto	9/82

Laurel C. Bessolo	9/83
Jacqueline A. Anderson	9/83
Paulette Diaz Thompson	9/83
Denise A. Thayer	1/84
William H. Green	9/84
Barbara Simila	9/84
Cheryl L. Brey	9/86
Janice Cox-Adolphs	9/86
Julie A. Junttila	9/87
Jay H. Maki	9/7/87
Charmaine Parsons	9/87
Scott E. Veenstra	9/87
Keith L. Willis	9/87
Michael Steber	9/88
Mary Lehto	9/1/88
Joan Darnell	9/5/89
Scott Boddy	9/4/90
Mary J. Bickers	9/3/91
Julie Fenton	9/3/91
John Lund	9/3/91
Katherine Wetton	11/21/91
Kaaron Burkhart	9/2/92
Sean Jacques	9/2/92
Jan Waters	9/14/92
Maryann Boddy	8/30/93
John Croze	8/30/93
Dennis Massoglia	8/30/93
Paul Sulisz	8/30/93
Debra Oyler	11/1/93
Catherine Campbell-Olszewski	8/30/94
Paul Halonen	8/30/94
Donna Kezele	8/30/94
Amy Codere	8/30/95
Mary Foreman	8/30/95
Julie Goldsworthy	8/30/95
Barbara Kinnunen-Skidmore	8/30/95
Joel Carpenter	8/26/96
Laurence Danis	8/26/96
Cindy Miller	8/26/96
Kristin Svoke	8/26/96
George Twardzik	8/26/96
Douglas White	8/26/96
Catherine Wickley	8/26/96
Jaclyn Barna	9/2/97
Mark Bonenfant	9/2/97
Melanie Harmala	9/2/97
Sherry Hoover	9/2/97
Kathryn Lewis	9/2/97
Debra Mues	9/2/97
Michael Ojala	9/2/97
David Richards	9/2/97
Debra Allain	8/31/98

Andrea Kangas-Raasio	8/31/98
John Kaur	8/31/98
John Larson	8/31/98
Emilie Lancour	8/31/98
Karen Nelson	8/31/98
John Rosemurgy	8/31/98
Cynthia Twardzik	8/31/98

The parties further acknowledge and agree that beginning with the 1994-95 school year teachers shall not be granted seniority for any experience which a staff member may gain while assuming an administrative position with the School District.

Superintendent

Dated: _____

President CEA

Dated: _____

