PUBLIC SCHOOLS OF CALUMET, LAURIUM & KEWEENAW

PROFESSIONAL AGREEMENT

2025-2027

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ARTICLE 1
RECOGNITION

The Board of Education of the Calumet, Laurium and Keweenaw Public Schools, hereinafter "Board", hereby recognizes the Calumet Education Association, hereinafter "Association", as the exclusive bargaining representative as defined in Section 1(1)(a) of the Michigan Public Employment Relations Act, MCL 423.201 et seq, for all regularly employed certified teaching personnel and non-certified teaching personnel in a certificate program approved by the Michigan Department of Education, but excluding teachers not normally under contract, non-certified personnel and personnel who have supervisory or executive authority.

ARTICLE 2
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 an impasse, the mediation procedure of the Michigan Public Employment Relations Act, MCL 423.201 et seq, excluding Section 7(a), 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.

F. An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.

ARTICLE 3
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.

The Public Schools of Calumet, Laurium and Keweenaw is a "General Powers School District" in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended.

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, unless any provision or application of this agreement prohibits the District from complying with State and Federal Laws.
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, unless the powers, rights, authorities, duties and responsibilities by the Board are enacted by the District to become in compliance with State and Federal Laws.

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.

E. In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year.

ARTICLE 4
TEACHER RIGHTS, PROTECTIONS, AND PROFESSIONAL BEHAVIOR

A. 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.

B. Membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

C. 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.

D. 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.

E. 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.

F. The Board of Education and the Association agree that it is the teacher's responsibility for maintaining conditions conducive to learning in their respective classrooms and buildings.

G. 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.

H. No bargaining unit employee shall be disciplined for arbitrary and capricious reasons. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation; discharges; or other actions of disciplinary nature. Any such discipline of a bargaining unit employee's performance, shall be

subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

I. For discipline that involves the discharge or demotion of a tenured teacher or a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.

J. Disciplinary measures include but are not limited to: oral warning (memorialized in writing), written warning, written reprimand, paid or unpaid suspension, and discharge. Nothing in this article or the identification of these levels of discipline requires that the above disciplinary measures be applied progressively or sequentially. The Board reserves the right to apply the disciplinary sanction it determines to be appropriate to a specific set of circumstances.

K. Association Representation: The employee at their request shall have association representation in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed.

L. Complaints: No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing with names of the complainants unless anonymity is a requested, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the material in the file is found to be in error, the material will be corrected. Complaints, as defined in this Section, shall not be usable for the purposes of annual teacher performance evaluations unless the complaint is substantiated.

M. 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.

N. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workman's Compensation, shall not be charged against the teacher unless he/she is guilty by a court of competent jurisdiction.

O. A teacher may debar or snap suspend a pupil from a class when the grossness of the

offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident.

ARTICLE 5
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 mailboxes 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. The members of the association may communicate Calumet Education Association business on the District's computer network. In order to access the e-mail and internet, the Calumet Education Association and association members must sign the Board Network and Internet Access Agreement. The Board shall establish an Association email listserv.

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.

F. In-service agendas will be designed by a committee of teachers and administrators at each building level.

ARTICLE 6
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. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
2. an evaluation of the teacher's job performance with timely and constructive feedback.
3. clear approaches to measuring student growth with relevant data on student growth.
4. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
5. the use of student growth and assessment data as 20% of the year-end evaluation determination.
    a. The student growth and assessment data shall consist of measurable, annual academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers and administration.
    b. The teacher, with building administrator approval, shall be allowed to eliminate data attributable to students who have excessive absences (less than 85% attendance or 28 or more days out of the classroom in a year), are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
    c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
6. a negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

B. Process: The negotiated Performance Evaluation system, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", "Mid-Year Progress Report", and "Individual Development Plan (IDP) Form" are attached and included in this Agreement in Appendix A. The evaluation model will be mutually agreed upon between the Board of Education and the Association.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
    a. The teacher shall be notified prior to the start of the evaluation process each year who the administrator will be that conducts their year-end evaluation.
    b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
    c. The observation must include a review of pupil engagement in the lesson that is observed.

d. In order to ensure 1.b and 1.c above, the classroom observation shall be no less than thirty (30) consecutive minutes.
e. There shall be notice of each planned observation and date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs. One (1) classroom observation may be unscheduled.
f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred unless anomalous circumstances require additional time. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-observation feedback form".
g. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 30 calendar days apart. The first observation shall not occur within the first month of the start of the school year.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support"
    a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 15 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year end evaluation determination.
3. Teachers who work less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the teacher and district deems applicable for exempting a teacher from the annual evaluation process, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:
    a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed in consultation with the teacher.
    b. training shall be provided by the district to assist the teacher in meeting the goals of the IDP.
    c. a "Mid-year Progress Report", supported with at least one (1) classroom observation conducted consistent with Section B.1 above and completed no later than February 15, that is used as a supplemental tool to gauge a teacher's

improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

d. A Mentor teacher.

6. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Teachers on Continuing Tenure:

1. If a tenured teacher has received a needing-support rating on a year-end performance evaluation the District shall provide the teacher with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher. The IDP must require the teacher to make progress toward individual progress goals within a specific time period, not to exceed 180 days. The year-end performance evaluation must be based on multiple classroom observations conducted during the period covered by the evaluation and must include, in addition to the factors required under Section 1249 of the revised school code, 1976 PA 451, MCL 380.1249 and this Article, at least an assessment of the teacher's progress in meeting the goals of the teacher's IDP. The District shall determine the format and number of the classroom observations in consultation with teachers and school administrators.
2. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
    a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than fifteen (15) calendar days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
    b. If the written response does not resolve the matter, the teacher may request a review of the evaluation and the rating by the Board. Such a request must be made in writing within 10 calendar days after receipt of the written response from the district superintendent. The results of the Board review must be delivered during an open meeting at which the teacher will have the opportunity to address the Board.
    c. If the written response and Board review not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
        i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
        ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

D. Training on evaluation system, tools, and reporting forms:

1. Prior to the start of the evaluation process, each school year the district shall provide, during contractually scheduled Professional Development time, training to all teachers

on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

E. The Board will not use electronic methods, such as video or audio transmissions, whether live or recorded, of observing or evaluating a teacher's performance, nor will information on the classroom teaching performance of a teacher be solicited by the Board.

F. Second-year teachers, third year and fourth year teachers who may not be awarded tenure may follow the grievance procedure through the third step with the decision of the Board being binding.

G. Any information regarding a teacher furnished to the Administration by a parent, student, or other person, will not be used in directly evaluating the teacher's performance, unless supported by a thorough investigation.

H. When a teacher is evaluated by more than one administrator in the school district because of assignment in more than one building, the Superintendent will review the evaluations by each administrator prior to any communication of a recommendation for continuation or termination of employment being made to the teacher or Board. The Superintendent will communicate that recommendation to the teacher.

I. Evaluation of teaching performance in study halls shall be in addition to those listed in Section B above and shall not constitute any portion of the evaluation of a teacher's total performance. Extra Duty evaluations shall be separate and distinct from a teacher's classroom evaluation.

J. Evaluations of a teacher shall include an evaluation by a district administrator who, not later than September 1, 2024 and every 3 years thereafter, completes a rater reliability training provided by the District that complies with PA 224 of 2023, MCL 380.1249.

ARTICLE 7
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 Association and the Board of Education recognize the importance of communicating with parents. Therefore, the teacher will contact parents of youngsters who are experiencing problems by preparing a deficiency report to be sent by the district. 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 8
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 9
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 Board 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 10
REDUCTION AND RECALL

A. Acting within the approved budget, the Superintendent will establish the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Teaching positions to be reduced. To promote an orderly reduction in personnel the following procedures will be used:

i. Non-certified teaching personnel in a certificated program approved by the Michigan Department of Education will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

ii. If reduction is still necessary, then Teachers will be laid off in the inverse order of qualification as defined in Article 14, Section F, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 14, Section F) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions. Effectiveness as measured by the evaluation, per the Revised School Code Section 1249 and Article 6, of Teachers who are certified and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s) must also be a factor in layoff and recall decisions.

a. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The Teacher's certification, authorization, or approval status will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, District criteria and job descriptions, and other applicable statutes and regulations; and based on documentation on file with the Superintendent's office.

b. A Teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.

B. Teachers most qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

ii. Credentials needed for District, school, or program accreditation;

iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Teacher's effectiveness in that assignment and is integrated into instruction;

iv. Disciplinary record, if any;

v. Length of service in a grade level(s) or subject area(s);

vi. Recency of relevant and comparable teaching assignments;

vii. Attendance and punctuality;

viii. Compliance with state and federal law.

C. Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision. Teachers must provide the District with current information and documentation supporting the Teacher's certification and qualifications.

D. Teacher reduction in force decisions will be implemented by the following:

i. If one (1) or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of Teacher(s) for reduction in force will be based on the factors set forth in this Article.

ii. Teachers within the affected academic level(s) or department(s) who are certified and
qualified for the remaining positions will be retained consistent with the factors set forth in this Article.

iii. When a Teaching position is identified for reduction and there exists a concurrently vacant Teaching position for which the Teacher in the position to be reduced is both certified and qualified, and the Teacher has received an overall rating of at least effective on that Teacher's most recent year-end performance evaluation, that Teacher may be assigned to the vacant position consistent with this Appendix unless the Superintendent or designee determines that the District's educational interests are not furthered by that assignment.

iv. If more than 1 Teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant Teaching, the Superintendent or designee will fill the vacancy consistent with this Article/Appendix, unless the Superintendent determines that the District's educational interests are not furthered by that assignment.

v. If the reduction and recall decision involves more than one (1) Teacher and all other factors distinguishing those Teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit) will determine preference for reduction or recall.

E. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 14, Section F).

F. Teacher reductions and recalls are by formal Board action. Before the Board authorizes a Teacher Reduction, the Association will be notified of the Teacher Reduction at least ten (10) calendar days before the layoff notices are distributed to the affected teachers. During this period the Association may request a consultation with the Board regarding the Teacher Reduction plan.

Teachers being laid off shall receive a 30-calendar day notice in writing before the effective date of layoff, absent extenuating circumstance. The District shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the District of any change in address.

G. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the District at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the District at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the District, in writing, of any inaccuracies in District records and/or any changes as they occur.

I. Definitions:

i. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.
The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of the same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

ii. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification and meet the criteria set forth in Paragraph B of this Article/Appendix. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article 14, Section F.

J. Before or in lieu of initiating the recall of a laid-off Teacher, the Superintendent may reassign teachers to fill vacancies in accordance with Article 14.

K. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 14, Section F and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.

L. All teachers subject to lay off for the following school year shall not lose their insurance benefits, during the summer months afforded them under this Agreement and individual or supplemental employment contracts. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying

the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

M. Changes in a teacher's certification while on lay off shall not affect the teacher's status during the lay off period.

N. 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.

O. Teachers who are laid off will retain all accumulated sick time, personal leave time, and comp time to be credited to them if they are recalled.

P. A teacher on lay-off shall have right of recall for 24 months 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.

ARTICLE 11
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 teacher permits authorized in accordance with the rules and regulations of the Teacher 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 12
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., unless adjusted start and stop times are agreed upon between teacher union and administrator. Teachers are encouraged to remain for a sufficient period of time after the close of the pupil's school day to attend to those matters that require attention except that on Friday's or days preceding holidays or vacations, with the exception of the last day of school, 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 that are necessary to the operation of the system. At the building principal's discretion, regular monthly faculty meetings will be scheduled either two times per month with each being a maximum of thirty (30) minutes in duration, or once per month at a maximum duration of sixty (60) minutes. Additional meetings may be called by mutual agreement of the District and the Association.

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 contact will be limited to twenty-six hours of clock hours per week, or periods when applicable at the secondary level, throughout the system. In the middle 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 carryover is necessary. An elementary teacher shall be paid for recess/quiet room/teaching assignment duty at their hourly rate if the recess/quiet room/teaching assignment makes their pupil/teacher contact more than 26 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. In addition, a special education teacher who assumes another

special education teachers' caseload or additional students beyond their assigned caseload for more than ten (10) consecutive workdays shall be compensated with 1/6 of the teacher's base salary for the duration of the assignment.

H. A teacher who upon request of the administration substitutes for another staff member shall earn minute-to-minute unrestricted compensatory time. Compensatory time can only be used when a full day of compensatory time has been accumulated. Five (5) periods of accumulated substitute teaching constitutes a full day.

I.

1. If a teacher is assigned study hall duty, it shall be at full pay according to their step.

2. Payment for study hall duties may be made at the end of each semester or at the end of the school year.

3. Study halls will be paid at a rate of $2,000 per semester or $4,000 per year in addition to their regular teaching load of 5 out of 7 classes.

J. Two (2) half days for elementary teachers to be used for non-teaching duties with one (1) to be used the first day of school and the second (2) to be used the last day of school. One (1) half day for middle school teachers to be used for non-teaching duties the last day of school.

ARTICLE 13
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 percent, 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 provide each teacher a computer/electronic device for the classroom. Such computer/electronic device shall have printing capabilities either in the classroom itself or within the District's network.

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.

4. 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 14
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. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days. This does not apply to any approved leaves of absence.

C. Any vacancy that occurs after the beginning of the school year shall be considered a Temporary Vacancy and may be filled temporarily for that school year only. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

D. Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted internally at least ten (10) school days prior to being filled. Bargaining unit employees may apply for such positions by submitting an email of interest. Said positions shall be filled in accordance with the procedure outlined in Section F below. During the summer months when regular school is not in session, the Employer will provide via district email to all bargaining unit employees. Positions so posted shall remain posted at least fourteen (14) calendar days prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

E. Internal certified and qualified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section.

F. The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

a. Employees awarded the position must have at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated as "highly effective" or "effective". In the event no internal employee meets this criterion, then this requirement shall not apply.

b. In accordance with Article 10 Section B.

c. If 2 or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

G. A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in pre-K-

8, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article 14 pertaining to vacancies.

H. Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) days' notice of the intention to transfer specifying the reasons for the same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association in the absence of extenuating circumstances. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Reduction and Recall Article of this Agreement.

I. No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute.

J. 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 15
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 beginning of the school year at a rate of ten (10) days. Teachers hired during the school year shall be credited on a pro-rated basis for the amount of time remaining in the year.

A teacher will suffer a loss of pay as a result of having less accumulated sick leave than the length of his/her illness.

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 Worker'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 182 days. The pool shall be created by a voluntary contribution of sick days from a member's accumulated sick leave bank.

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-person 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 or lay-off shall forfeit any accumulation 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 6:30 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 or lay-off.

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 day due to a school closure.

N. Disability associated with pregnancy or childbirth shall be treated as any other disability.

O. In recognition of service to the School District, a retirement payment of twenty five ($25) dollars per day of unused accumulated sick leave/comp time to a total of one hundred twenty (120) days, forty five ($45) dollars per day of unused accumulated sick leave/comp time for one hundred twenty one (121) through one hundred sixty (160) days, and fifty five ($55) dollars per day of unused accumulated sick leave/comp time for one hundred sixty one (161) days through one hundred eighty two (182) days, and $100 dollars per day of unused accumulated sick leave/comp time for one hundred eighty three (183) days through two hundred (200) 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. If there is a death of an active employee, the unused accumulated sick leave/comp time retirement payout will be paid to the employee's spouse or

survivor beneficiary.

P. It is mutually understood and agreed upon by the above-named parties that the use of pool sick leave days:

1. Shall be limited to major catastrophes;
2. Shall not be used for maternity leave or child-care purposes unless associated with a health care problem;
3. Cannot be used for retirement purposes; and
4. The annual number of sick bank leave days granted will be determined by the committee as established in article 15, paragraph C, on a case-by-case basis.

ARTICLE 16
PERSONAL LEAVE

A. Each teacher shall be entitled to personal leave of two days per year not chargeable to sick leave.

1. Two days may be used by the teacher for any purpose but remains subject to the limitation that they not be used during the period of time set forth in sub-paragraphs 2 and 3.

2. Teachers can accumulate up to five (5) unused personal leave days. Any personal leave days that would put their total over five (5) will be credited to accumulated sick leave. A teacher shall not be charged a personal leave day when school has been closed for the entire day due to a snow day.

3. 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. This day remains subject to the time limitations set forth in paragraphs A (2) and A (3).

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, grandparents' in-law, or anyone living under the same roof. Any unusual extenuating circumstances may be given consideration upon written request offered to the Board. One (1) of the three (3) funeral leave days may be used for a non-immediate family member.

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.

K. A total of nine (9) personal leave days may be granted district-wide for use before each school holiday, and a total of nine (9) personal days may be granted district-wide for use after each school holiday. Personal leave requests will be administered by a designated Calumet Education Association representative and then forwarded to school administration for processing.

ARTICLE 17
COMPENSATORY TIME

A. Compensatory leave can only be used when a full day of compensatory time has been accumulated. Five (5) periods (equivalent to 270 minutes) of accumulated substitute teaching constitutes a full day.

B. Teachers who wish compensatory leave under this article shall submit a request to their immediate supervisor as far in advance as possible.

C. This provision entitling a teacher to compensatory 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 a special circumstance is made known and carefully explained to the administration. In the event a difference of opinion exists to whether the compensatory leave qualifies for the usable 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.

D. When numerous requests for personal and compensatory leave on the same day results in a hardship to the school system, the Board shall notify the Association within two (2) days. The Associations shall meet with the teachers involved and attempt to resolve the hardship.

E. There will be a limit of six (6) compensatory leave days to be used before each school holiday and six (6) compensatory days after each school holiday. Compensatory Leave requests will be administered by a designated Calumet Education Association member and then forwarded to the school administration for processing.

ARTICLE 18
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 program; 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 up to one year per incident 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. 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.

ARTICLE 19
SUMMER SCHOOL

A. Participation by the teaching staff in summer school activities will be voluntary, unless specifically indicated in an applicable written contract on file.

B. No teacher shall be required to work a split shift, other than one involving a meal period.

C. Other articles of this agreement will not apply to summer school activities except as specifically set forth in Article 23.

ARTICLE 20
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.

4. Working Day – A day school is in session. During summer break Monday through Friday shall be considered working days unless the day falls on a holiday.

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 person(s) 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) An aggrieved person 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 accompanied by the Association's 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 an aggrieved person is not satisfied with the oral discussion and wishes to appeal he/she must file the grievance in writing with the principal within five (5) working days of

the oral discussion at which point the grievance becomes formal.

2. Level Two

(a) If the aggrieved person(s) 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, he/she 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(s) in an effort to resolve it.

3. Level Three

If the aggrieved person(s) 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, he/she 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(s) for the purpose of reviewing the grievance. The aggrieved person(s) and his/her representative may present their issue to the Board at the next Board meeting following the Board committee level. 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 person(s) 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 by the Association. 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, 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.

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 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, 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 procedures will be in writing setting forth the decision and will be transmitted promptly to all parties in interest. 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.

ARTICLE 21
TEACHER SALARY SCHEDULE

2025-2026 Salary Schedule

Step	BA	BA+	MA	MA+15	MA+30
1	43,340	45,457	47,396	49,106	50,245
2	44,433	46,257	48,193	49,675	51,271
3	45,344	47,054	49,106	50,245	52,410
4	46,256	48,049	49,789	50,814	53,714
5	47,145	48,535	50,472	51,271	56,342
6	48,398	49,532	51,433	52,162	59,392
7	50,153	51,287	53,191	53,876	62,043
8	51,910	53,045	54,946	55,677	64,700
9	53,659	54,800	56,698	57,430	67,344
10	59,368	60,794	62,700	63,429	70,002
11	65,080	66,790	68,699	69,428	72,645
13	67,155	68,863	70,774	71,502	74,719
16	67,672	69,381	71,292	72,020	75,237
18	68,191	69,900	71,810	72,538	75,756
21	68,678	70,418	72,328	73,057	76,273
24	69,227	70,936	72,8446	73,606	76,792
26	69,748	71,455	73,366	74,094	77,311
28	70,006	71,714	73,626	74,352	77,570
30	70,265	71,973	73,885	74,613	77,829

2026-2027 Salary Schedule

Step	BA	BA+	MA	MA+15	MA+30
1	44,857	47,048	49,055	50,825	52,004
2	45,988	47,876	49,880	51,414	53,065
3	46,931	48,701	50,825	52,004	54,244
4	47,875	49,731	51,532	52,592	55,594
5	48,795	50,234	52,239	53,065	58,314
6	50,092	51,266	53,233	53,988	61,471
7	51,908	53,082	55,053	55,762	64,215
8	53,727	54,902	56,869	57,626	66,965
9	55,537	56,718	58,682	59,440	69,701

10	61,446	62,922	64,895	65,649	72,452
Step	**BA**	**BA+**	**MA**	**MA+15**	**MA+30**
11	67,358	69,128	71,103	71,858	75,188
13	69,505	71,273	73,251	74,005	77,334
16	70,041	71,809	73,787	74,541	77,870
18	70,578	72,347	74,323	75,077	78,407
21	71,082	72,883	74,859	75,614	78,943
24	71,650	73,419	75,396	76,182	79,480
26	72,189	73,956	75,934	76,687	80,017
28	72,456	74,224	76,203	76,954	80,285
30	72,724	74,492	76,471	77,224	80,553

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. Movement will commence on the first day of school and the start of the second semester.

2. A. 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.

B. 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. New teachers entering the system with previous teaching experience will be given full credit for the first five years of experience with district discretion for years beyond the five.

4. 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 twenty-second 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.

5. The Board shall pay the teacher's contribution to the State Teacher's Retirement System.

6. 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 22
INSURANCE

A. Health Insurance

The employer shall pay the following annual amounts towards the total cost of the MESSA Medical plans available to members inclusive of medical premium and "Health Equity" (HEQ) Health Savings Account (HSA) funding described below for each medical benefit plan coverage year.

For January 1, 2025 to December 31, 2025, the Board of Education shall pay towards the premium for Major Medical Health coverage the current maximum hard-cap permissible by law, which is $643.19/month or $7,718.26/year – single; $1,345.11/month or $16,141.28/year – individual and spouse; $1,754.15/month or $21,049.85/year-family.

For January 1, 2026 to December 31, 2026, the Board of Education shall pay towards the premium for Major Medical Health coverage the current maximum hard-cap permissible by law, which is $661.85/month or $7,942.09/year – single; $1,384.12/month or $16,609.38/year – individual and spouse; $1,805.03/month or $21,660.30/year-family.

These annual employer-paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life and long-term disability benefits are still subject to this collective bargaining agreement.

Plans available for the 2024-2025 calendar year are:

1. Choices $500/$1,000, $20/$25/$50 office visit, Saver Rx, 0% coinsurance
2. Choices $1,000/$2,000, $20/$25/$50 office visit, Saver Rx, 0% coinsurance
3. ABC Plan 1, ABC Rx, 0% coinsurance
4. ABC Plan 2, ABC Rx, 20% coinsurance
5. Balance +

Employees who enroll in a Choices medical plan shall have all of the employer Hard Cap contribution paid towards the MESSA medical plan premium.

The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from the employee's first two paychecks per month through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.

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 (100-90-90-90) $3000.00 yearly maximum on Classes I, II and III and a lifetime maximum on Class IV (orthodontics including adult orthodontics rider) of $3000.00 for each eligible teacher and their eligible dependents.

C. Vision Insurance

The Board of Education shall provide VSP-3+P 250CL 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 $50,000, along with $50,000 AD&D, 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. Employees not electing to take health insurance coverage, shall be provided with the option to elect up to the MESSA Choices single subscriber rate per month in qualified benefits and/or cash under a Section 125 Cafeteria Plan with the yearly percentage rate change equal to the health CAP adjustment. MEFSA and/or MESSA Fixed and Variable Option programs are available. (2025-2026 = $764.23)

ARTICLE 23
EXTRA DUTY FEE SCHEDULE

Adult Ed. Academic	$13.00/hour
After School Bus/Hallway Duty	7%
Band Activities	15%
Band (Summer)	$13.00/hour
Breakfast Duty	7%
Business Professional Advisor	3%
Choral Activities	2%
Detention	
High School	7%
Middle School	5.25%
Dramatics	
High School	5%
Middle School	3%
Driver's Education	$30.00/hour
Eighth (8th) Grade Advisor	.5%
Elementary Newspaper Advisor	1%
Elementary Video Announcements	3%
E-sports Coach (High School)	4.5%/season
E-sports Coach (Horizons)	4.5%/season
Forensics (Director)	3%
French Club	2%
Freshman Advisor	1%
Future Nurses	1.5%
Future Teachers	2%
German Club	2%
Gifted and Talented Coordinator	$875.00
High School Bowl Advisor	5%
IAT Team Chair	2%
IAT Team Members	$13.00/hour
Junior Advisor	4.5%
Lego Club	2%
Marketing Store Advisor	2%
Media Production (CHS)	4.5%
MTSS*	2%
Elementary - 8 positions	
WMS - 6 positions	
MTSS Rewards Facilitator	1%
Elementary - 1 position	
WMS - 1 position	
National Honor Society	2.5%
Natural Resources	2%
Newspaper (Middle School)	1%
Noon Duty	
High School	7%
Grade School	7%
Pep Club	2%
Quiz Bowl (Middle School)	1.5%

Robotics-Elementary (2 positions)	2%
VEX Robotics	5%
Robotics-High School	15%
SADD Advisor	2%
School Improvement (Building & District Chairs)	2% of Base
School Improvement Planning/Curriculum Development	$13.00/hour
Science Olympiad (Middle School)	4.5%
Science Olympiad (Elementary)	2%
Senior Advisor	5.5%
Senior Class Play	5%
Seventh (7th) Grade Advisor	.5%
Sophomore Advisor	1%
Spanish Club	2%
Student Senate	
High School and Middle School	3%
Summer School	$17.00/hour
Teens Who Care	2%
Title I Coordinator	23%
Voluntary Board Requested Summer In-service	$50.00/day
Weight Room Supervisor	$10.00/session
Yearbook	
High School	6%
Middle School	3%
Elementary	3%
Yearbook (Advisor-Subscription)	2%

Band Director will be paid $50.00 for post season play per game.
Noon Duty supervisors will receive free lunch.

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.

Longevity (Not applicable to hourly rate)

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

*MTSS members must meet before and/or after school day

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

All payments for extra duty assignments performed by bargaining unit members shall be made directly by the school, and not through a third-party service provider.

Extra-duty assignments will be initially posted internally in each building.

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	15%
Track	12%
Hockey	15%
Girls' Volleyball	15%
Golf (up to 2 coaches)	6%
Cross Country	11%
Cheerleading	6% Fall; 6% Winter
Baseball	12%
Softball	12%

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

Varsity Assistant	
Football	9%
Baseball	6%
Softball	6%
Track	6%
Hockey	9%
Cross Country	3.5%

Junior Varsity/Freshman	
Football	9%
Basketball	8.5%
Volleyball	8.5%
Cheerleading	5% Fall; 5% Winter
Softball	6%
Hockey	8.5%

Middle School

Track (up to 2 coaches)	4.5%
Volleyball (up to 2 coaches)	4.5%
Cross Country	4.5%
Football (up to 2 coaches)	4.5%
Instructional	3%
Cheerleading	4.5%
Basketball Coach (up to 2 coaches)	4.5%
Grade School or Middle School Coaches	4%
Intramural	3%

Longevity for Middle School, 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 Middle School experience in the same sport if a step-down to that position was made voluntarily.

4. The above extra fee schedule is calculated from Step 1 of the BA base.

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

Football: For advancing to Pre-District Play.
For advancing to District Play.
For advancing to Regional Play
For advancing to Semi-Final Play.
For advancing to Final Play.

Basketball: For advancing to Regional Play.
For advancing to Quarter-Final Play.
For advancing to Semi-Final Play.
For advancing to Final Play.

Hockey: For advancing to Quarter-Final Play.
For advancing to Semi-Final Play.
For advancing to Final Play.

Volleyball: For advancing to Regional Play.
For advancing to Quarter-Final Play.
For advancing to Semi-Final Play.
For advancing to Final Play.

High School Bowl:

For advancing to Quarter-Final Competition.
For advancing to Semi-Final Competition.
For advancing to Final Competition.
For participating in the State Competition.
For participating in the National Competition.

Science Olympiad:
For advancing to State-Final Competition.

Cheerleader Coach:
Will be paid $50 for each game beyond regular season.

Robotics:
For Advancing to State Finals
For Advancing to World Finals

Business Professionals of America:
For Advancing to the State Leadership Competition
For Advancing to the National Leadership Competition

ARTICLE 24

PUBLIC SCHOOLS OF CALUMET-LAURIUM-KEWEENAW
School Calendar
2025-2026

Weds. & Thurs., August 27 & 28	In-Service Day (No School for Students)
Fri. & Mon., Aug. 29 & Sept. 1	Labor Day Holiday
Tuesday, September 2	First Day of School
Wednesday, September 10	½ Day for Students (Teacher PD)
Wednesday, October 15	½ Day for Students (Teacher PD)
Thursday, November 13	P-T Conferences (½ Day for Students)
Friday, November 14th	½ Day for Students (Teacher PD)
Wednesday, November 26	½ Day for Students & Staff
Thurs. & Fri., November 27 & 28	Thanksgiving Recess
Friday, December 19	½ Day for Students (Teacher PD)
Mon., Dec. 22 – Fri., Jan. 2	Christmas Recess
Wednesday, January 14	½ Day for Students (Teacher PD)
Friday, January 23	Records Day (No School for Students)
Friday, February 13	No School for students (Area Wide In-Service)
Monday, February 16	Midwinter Break
Wednesday, March 11	½ Day for Students (Teacher PD)
Mon., March 23 – Fri., March 27	Spring Recess
Friday, April 3	No School – Good Friday
Wednesday, May 13	½ Day for Students (Teacher PD)
Wednesday, May 13	CLK Showcase 5-8 PM
Friday, May 22nd	½ day for Students & Staff
Monday, May 25	Memorial Day Holiday
Friday, June 5	Last Day of School for Students
Monday, June 8	Records Day (No School for Students)

Records must be turned into the principal's office by 1:00 p.m. on Record's Day.

In the event of snow days or delays and other school closings that require make-up to be eligible for state aid, time will be added in June.

Note: 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 25
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 26
SENIORITY

A. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list.

B. By October 1st of each school year, a current seniority list will be published and posted in each teacher's lounge. Challenges or revisions to the list must be filed by November 1st of that same year; Otherwise, the seniority list will be considered final for that school year. Should there be disagreement by November 1st of the school year, the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.

C. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above. In the circumstance of more than one individual having the same day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit employees so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association Representatives to be in attendance.

D. Seniority for employees on authorized leaves of absences of one (1) year or less, 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 greater than one-half (1/2) year.

b. One-half (1/2) year of seniority for any combination of time on sick leave and teaching time equal to or 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.

d. For the full duration of a leave of absence due to Military Duty leave.

E. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

F. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed in Article 10.

ARTICLE 27
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 twelve thousand five hundred dollars ($12,500.00).

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 (MPSERS) 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 MPSERS 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.

F. The following illustrations are examples which will help explain the implementation of the early retirement:

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.

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

3. 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.

ARTICLE 28
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 29
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 criterion 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 30
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 31
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, 2025 and will continue and remain in full force and effect until August 31, 2027.

IN WITNESS WHEREOF, the parties hereunto set their hands this 8th day of August, 2025.

CALUMET EDUCATION ASSOCIATION

By:

By:

By:

CALUMET BOARD OF EDUCATION

By:

By:

By:

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

Building Assignment Name of Grievance Date Filed

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 _____ 20__, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT GRIEVANCES.

CEA Contract
Appendix B
Teacher Evaluations

CLK SCHOOLS: FRAMEWORK FOR TEACHING
INDIVIDUAL DEVELOPMENT PLAN (IDP) FORM

Teacher: _____

Building: _____

Administrator: _____

Date: _____

Target Performance Area(s) - What will you be working on improving with a focus on student learning?

Rationale (reasons for target area selection)

Plan Specifics

Anticipated Results

Evidence Collection Method

Progress check in dates and notes

CLK SCHOOLS: FRAMEWORK FOR TEACHING
MID-YEAR PROGRESS REPORT FORM

Teacher: _____

Building: _____

Administrator: _____

Date: _____

Target Performance Area(s) (copy from IDP)

Progress made toward performance goals

Evidence supporting progress

Any additional support needed to meet goals?

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POST-OBSERVATION FEEDBACK FORM

Teacher: _____

Building: _____

Observer: _____

Evaluation Type: _____

Date of Observation: _____

Observation Script:

Lesson Plans:
☐Yes ☐No

State Standard:
☐Yes ☐No

What is the lesson objective(s)?

Is the learning objective(s) evident (select one):
☐Evident ☐Not Evident ☐N/A

How are the students learning?
☐Coaching ☐Hands-on ☐Lecture
☐Modeling ☐Q and A ☐Discussion ☐Student lead discussion ☐
Informal assessment Presentation Testing Video Self-guided study

Student setting

Independent Entire class Large groups (4 or more) Small groups (3 or less) Other

Instruction

☐ The teacher set expectations for learning ☐ The teacher gave clear directions and procedures

☐ The teacher has a strong use of oral & written language techniques that elicited student response

☐ The teacher used quality questions and discussion ☐ The teacher used instructional materials

☐ The teacher used positive reinforcement & resources that engaged students

☐ Lesson was structured and paced to allow

☐ The teacher monitored student understanding and for learning made modifications if necessary

☐ The teacher asked student to self-assess

☐ The teacher responded appropriately to student Questions

☐ The teacher used multiple methods to explain content

Classroom Environment

☐ It is evident that students know classroom

☐ It is evident that students know the classroom expectations procedures

☐ It is evident that students know what is expected of them

☐ The days lesson plan is presented to the students

☐ Classroom rules and guidelines are posted

☐ Student materials are ready and available in the room

☐ The classroom is safe and organized

Student Engagement: _____%

Feedback:

CLK SCHOOLS: FRAMEWORK FOR TEACHING
YEAR-END EVALUATION REPORTING FORM

DOMAIN Effective Developing Needing Support 1. Planning and Preparation

1a. Applying Knowledge of Content and Pedagogy

1b. Knowing and Valuing Students

1c. Setting Instructional Outcomes

1d. Using Resources Effectively

1e. Planning Coherent Instruction

1f. Designing and Analyzing Assessments

Notes/Evidence:

2. Learning Environments

2a. Cultivating Respectful and Affirming Environments

2b. Fostering a Culture for Learning

2c. Maintaining Purposeful Environments

2d. Supporting Positive Student Behavior

2e. Organizing Spaced for Learning

Notes/Evidence:

3. Learning Experiences

3a. Communicating About Purpose and Content

3b. Using Questioning and Discussion Techniques

3c. Engaging Students in Learning

3d. Using Assessment for Learning

3e. Responding Flexibly to Student Needs

Notes/Evidence:

4. Principled Teaching

4a. Engaging in Reflective Practice

4b. Documenting Student Progress

4c. Engaging Families and Communities

4d. Contributing to School Community and Culture

4e. Growing and Developing Professionally

4f. Acting in Service of Students

Notes/Evidence:

SLO RESULTS

OVERALL RATING

By signing this evaluation, you are not implying that you agree with the ratings of each job standard, but that you have received, reviewed, and understand the performance rating provided by your administrator.

Teacher Signature: _____

Date: _____

Administrator Signature: _____

Date: _____