

8/29/73 to 8-30-75

Cadillac

AGREEMENT

This Agreement entered into this 29th day of August, 1973, by and between the Board of Education of Cadillac Area Public Schools, Wexford, Osceola, and Lake Counties, Michigan (hereinafter called "Board") and Cadillac Education Association (hereinafter called "Association").

WHEREAS, the Board of Education has a statutory obligation pursuant to Act 336 of Public Acts of 1947, as amended, to negotiate with the Association with respect to rates of pay, wages, hours of employment or other conditions of employment for the bargaining unit hereinafter specified and the parties through negotiations and good faith have reached an understanding pursuant thereto, now desire to execute this contract covering such Agreement.

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Michigan State University

ARTICLE I

RECOGNITION

A. The Board hereby recognizes, the Association as exclusive bargaining representative for the purpose of Act 336 of P.A. of 1947, as amended, for the following described bargaining unit:

All full-time and regularly employed part-time certified teachers employed by the Board excluding therefrom substitute teachers, non-regularly employed part-time teachers and non-teaching supervisors such as, but not necessarily limited to, Superintendent of Schools, Administrative Assistants, Business Manager, Principals and Assistant Principals, Athletic Director, Curriculum Coordinator, Guidance Director, and all non-certified employees.

Cadillac Area Public Schools
500 Chestnut St.
Cadillac, Mich. 49601

B. Definitions.

- (1) The term "teacher" when hereafter used in this Agreement, shall refer to all employees represented by the Association in the bargaining unit or in the negotiating unit as above defined and reference to male teachers shall include female teachers.
- (2) The term "board" shall include its officers and members and/or its agents.

C. The Board agrees not to negotiate with any teachers' organizations other than the Association for the above-described bargaining unit for the duration of this Agreement. Nothing contained herein shall be construed to prohibit an individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of the Agreement providing that the Association has been given the opportunity to be present at such adjustment.

D. Dues Deduction.

- (1) The Board agrees to deduct from the salaries of teachers dues for the Cadillac Education Association, the Michigan Education Association, and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having such dues deducted.
- (2) Regular dues for any or all of the above-stated

organizations shall be deducted together, as one deduction, in ten equal monthly installments.

(3) Dues authorizations filed with the Superintendent on or before the 18th day of September of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the 18th day of September shall be deducted from the first five pay periods of the second semester.

(4) Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association.

(5) The Association shall on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification shall not be subject to change during the entire school year.

(6) For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall through the last teacher working day of school in the spring.

(7) Dues deductions shall be transmitted by the Superintendent to the Cadillac Education Association Treasurer within ten (10) days after such deductions are made.

(8) All refunds claimed for dues of the Cadillac Association, MEA or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.

(9) Any dispute between the Cadillac Education Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions for that employee shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

(10) The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.

ARTICLE II

BOARD'S RIGHTS

The employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority,

duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the fore-going, the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the school related activities of its employees;

B. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or other dismissal or demotion; and to promote and transfer all such employees;

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

The Board shall have the right in its discretion to require a teacher to submit to a physical or mental examination at Board expense by a licensed physician approved by the Board.

ARTICLE III

TEACHER'S RIGHTS

A. Pursuant to Act 336 of 1947, as amended, the Board hereby agrees that every teacher shall have the right to freely organize together or to form, join or assist in labor organizations

to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection. Further, the Board agrees that it will not directly or indirectly encourage or discourage, deprive or coerce any teacher in the enjoyment of any of the rights covered by Act 336 of 1947, as amended, or other laws of the State of Michigan or the Constitutions of the State of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his membership or non-membership in the Association, his participation or refraining from participation in any lawful activities of the Association or in collective professional negotiations with the Board of Education or of his institution of any grievance pursuant to this contract or any proceeding pursuant to law.

B. No teacher shall be prohibited from wearing insignia pins or other reasonable indicia of membership in the Association either on or off school premises.

C. The Association and its members shall have the right to use a room in one of the school buildings upon prior approval of building principal without rental fee except that the Association will be required to pay for any extra custodial expense which may result from said meeting.

D. The Board agrees to make available to the Association in response to reasonable requests from time to time

available public information or such other available information as is necessary to process a grievance pursuant to this contract.

E. Authorized representatives of the Association including MEA and NEA representatives may upon obtaining prior approval from the building principal enter the school building for the purpose of transacting official Association business during the school day. It is expressly understood that any CEA, MEA, or NEA representative shall not during the course of his visit interrupt or interfere in any way with normal school operations, nor shall he have the right to take a teacher away from his duty station. Further, any representative not so checking in or out of the school building shall be barred from further access to the building during the school year any teacher conversing with a representative who has not complied with the provisions of this paragraph may first be subject to written reprimand and thereafter may be subject to further disciplinary action.

F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards located in teachers lounges' and to use school mail services; however, all such notices shall be signed. The Association shall have the right to use on the school premises typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use

without cost to district.

G. The Board specifically recognizes the right of its teachers to appropriately invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.

H. The Board may, in its discretion consult with the Association prior to adopting operational millage or when planning new building, expansion or construction, it being recognized that the Association's suggestions may be helpful in overall planning.

ARTICLE IV

FAIR EMPLOYMENT PRACTICES

A. The Board agrees that it shall not discriminate against any teacher on the basis of race, color, creed, national origin, sex, marital status, or membership in or lack of membership, or participation in the activities of the Association or any other teacher organization, nor to discriminate against a teacher because of his institution of a grievance, complaint or proceeding under this Agreement.

B. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of age, race, creed, religion, color, sex, marital status, or national origin.

C. The Board and the Association mutually agree that membership in the Association or any other teacher organization shall not be required as a condition of employment of any teacher with the District.

ARTICLE V

COMPENSATION AND SCHOOL CALENDAR

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and made a part of this Agreement. Schedule A shall remain in effect during the two (2) year term of this Agreement.

A teacher who completes the requirements for a Master Degree will be placed immediately on the Masters Schedule, effective as of the date when he provides the Superintendent with either a written statement from the Office of the Registrar at the appropriate college or university, upon presentation of the certificate of degree, or by way of written verification from the teachers degree advisor, Any increase in salary shall be given pro-rata to the date of the first pay check after presentation of the above required certification or written verification.

B. The compensation for extra curricular assignments annually made by the Board of Education are set forth in Schedule B which is attached hereto and incorporated in this Agreement. It is expressly understood that all duties contained in Schedule B are subject to reassignment at the discretion of the Board of Education and the Association agrees that it shall not entertain a grievance for refusal of the Board to renew an annual contract for duties as specified in Schedule B.

C. A teacher teaching an extra class in lieu of his preparation period for a semester or longer shall receive one-fifth (1/5) his contractual salary.

D. A teacher, instructing an extra class on a daily basis in lieu of his preparation period, will receive One Dollar (\$1.00) per class period more than the rate established for substitute teachers per class period.

E. If a teacher is engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in professional grievance negotiations with a Board representative, he shall be released from his regular duties with the cost of a substitute to be paid by the Association.

F. All teachers shall be released from regular duties one day each year for the purpose of participating in area or regional Institutes of the Michigan Education Association. It is expressly understood that this paragraph shall not apply to collective bargaining workshops or conferences of any nature conducted by the Michigan Education Association, it being the intent that these regional institutes be for the good of the school district as a whole in the area of academic improvement.

ARTICLE VI

TEACHING HOURS

A. The teachers' normal teaching hours in Cadillac Schools shall be as follows:

Junior and Senior High Schools --

1. Teachers shall report into the building no later than 8:00 A.M.

2. Teachers shall be at their assigned duty stations no later than 8:05 A.M.

3. Teachers shall not leave the building earlier than 4:00 P.M. or in cases of emergency, until after the buses have departed after 4:00 P.M., or when permission is granted by building principal, except on days immediately preceeding holidays when teachers are excused at 3:30 P.M.

Elementary School --

1. Teachers shall report into the building no later than 8:00 A.M.
2. Teachers shall be at their assigned duty stations no later than 8:25 A.M.
3. Teachers shall not leave the building earlier than 3:45 P.M. or in cases of emergency, until after the buses have departed after 3:45 P.M., or when permission is granted by building principal, except on days immediately preceeding holidays when teachers are excused at 3:30 P.M.

All teachers shall regulate student conduct in the hallways immediately adjacent to their rooms or assigned duty stations up to the commencement of actual classroom instructions and during classroom changes where applicable.

Notwithstanding the foregoing, the administration, after consultation with the teacher involved, shall have the right to schedule classes either prior to or after the normal school day so long as the teacher is given compensatory time off the normal school hours.

B. Building meetings, committee meetings, and other school activities may require the teacher to remain at work until after the

regular working hours. It is expected that all teachers recognize the worth and importance of such meetings and shall be in attendance when the meeting is called by the building principal, assistant principal, or the superintendent. Such meetings shall be limited to one (1) meeting per week.

C. Each teacher shall be required to attend parent-teacher open houses, but attendance at P.T.A. will be voluntary.

D. Each teacher, with the exception of those teachers who volunteer for paid duty in the amount of six dollars (\$6.00) per hour, shall have no less nor more than the equivalent time received by students of duty-free, uninterrupted lunch daily, except teachers lunch hour shall not be less than 45 minutes. It is expressly understood that these lunch periods may be staggered in accordance with scheduling by the building principal.

E. On an agreed upon date each month the Association teachers may be dismissed at 3:30 P.M. to attend professional meetings of the Association.

F. With the consent of the Association, the Board or administration may use "snow days" or inclement weather days for in-service training. The Board reserves the right to alter the school calendar in order to achieve a minimum of 180 days of student instruction if so required by state law. The Board will negotiate with the Association in the placement of the makeup days within the alteration of the calendar.

ARTICLE VII

TEACHING LOADS & ASSIGNMENTS

A. The normal weekly teaching load for junior and senior high schools will be twenty-five teaching periods and five unassigned

preparation periods. Any deviation from the above shall be with the consent of the teacher.

B. The normal weekly teaching load for elementary schools shall not exceed: from 8:30 A.M. to 11:15 A.M. for kindergarten and first grades; from 8:30 A.M. to 11:30 A.M. grades 2-6 and from 12:30 P.M. to 3:00 P.M. for kindergarten and first grade; 12:30 P.M. to 3:15 P.M. grades 2-6. In buildings where recess is applicable, teachers may expect assignment by the principal for playground duties. Teachers are encouraged to submit to the building principal a schedule of their own choosing for playground duties not later than the first week of school, which schedule shall contain approximately one teacher per sixty students per day as playground supervisors for his consideration.

C. All teachers shall assume authority for student conduct on school property or school sponsored events off of school property to which he has been assigned.

D. No teacher shall be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study. It is expressly understood that the assignments made by the administrative staff may in some instances require a teacher to be temporarily assigned outside of the scope of his teaching certificate or major or minor field of study in the interest of the school district as a whole. "Temporary", shall be defined for the purpose of this Article as not to exceed the balance of the current school year.

ARTICLE VIII

TEACHING CONDITIONS

A. Class Size. Because the Board of Education has the statutory duty to educate all children within the boundaries of the school district and because the student-teacher ratio is an important aspect of an educational program and because the number of students a teacher is required to instruct has a direct bearing upon the amount of work required of the individual teacher, the parties agree that the size of the individual classes shall be given careful consideration and any inequities adjusted upon the request of the teacher if economically and educationally feasible and desirable.

Class size in the junior and senior high schools and in elementary grades four through six should be thirty students per class except in traditionally larger classes. In kindergarten through third grade class size should be twenty-eight students per class. In the event any class shall exceed the above stated numbers except those classes which are traditionally larger, the teacher may request a reduction in the class size from the building principal. In the event he fails to take satisfactory action within ten (10) school days, the teacher shall have the right to a hearing before the Instructional Council which shall be comprised of the Administrative Staff and an equal number of teachers appointed by the Cadillac Education Association. The Council

shall meet and review the problem within ten (10) school days and place its recommendations in writing. The recommendations shall review the facts and consideration and shall provide alternative solutions in the event the class size reduction would create hardship upon the students or their families. Extra compensation to the teacher or an aide may be considered. These recommendations shall be forwarded to the teacher and to the Board for action at its next regular or special meeting. These recommendations shall not be binding on the Board of Education and decision of the Board shall not be subject to the grievance procedure.

Traditionally larger classes shall be defined as physical education classes, music, team teaching classes.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties and or their assigned members, will confer from time to time for the purpose of improving this selection.

C. The Board shall make available in each school a lunchroom, restroom and lavatory facilities for the teacher and where possible, at least one room which shall be reserved for the

use as a faculty lounge in which smoking shall be permitted.

D. Each teacher shall maintain with the office of the superintendent of schools and the building principal the current correct address and phone number which may be used to contact them in emergency matters while they are in the employ of the school district.

E. Every teacher employed by the Board must have a valid teaching certificate. This certificate must be filed with the superintendent. Failure to file the certificate or loss of certification may result in loss of employment.

F. All teachers are covered by Michigan Workmen's Compensation Law. Accidents and injuries are to be reported to the employee's supervisor immediately. Employer liability shall be in accordance with the law.

ARTICLE IX

VACANCIES AND PROMOTIONS

A. Whenever any permanent vacancy in a teaching position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the president of the Association and provide for appropriate posting on the bulletin boards in the teachers' lounges. The vacancy will remain posted for a period of ten (10) school days and will not be permanently filled until the expiration thereof.

B. Any teacher possessing the qualifications to apply

for such vacancy may do so in writing to the superintendent's office within a ten (10) day period. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the district, building, class level, area of specialization, and other relevant factors.

C. The Board reserves the right to transfer a teacher without request and to deny applications as above specified. The Board, upon request, shall show cause why a teaching position was not filled by a staff member or why a transfer was made.

D. The Board shall furnish each teacher a letter of intent (Form as 1968-69), to return, retire, or terminate his employment on or before the 15th day of February of each year of this contract. These letters shall be signed and returned by the teacher indicating the intended status for the ensuing school year, not later than the 28th day of February. Thereafter, but not later than the 15th day of March, the Board shall post notices of vacancies in accordance with A above. Any teacher who fails to submit a letter of intent to return, or reverses his position previously taken in a letter of intent, submitted to the Board on or before the 28th day of February, may be subject to having his position posted as a vacancy and if filled, subject to unrequested transfer at the discretion of the Administration.

E. Since a promotion would result in placing a teacher in a supervisory position and hence excluded from the terms of the contract, the Board reserves the right to promote

on the basis of its own judgment of qualifications and also to hire new employees for any opening or vacancy.

F. Posting of notices or vacancies mentioned in this Article shall be suspended when school is adjourned for the summer months.

ARTICLE X

LEAVES OF ABSENCES

A. Sick Leave. All full-time teachers absent from duty shall be allowed a total of ten (10) days per school year with pay which may be used for the following reasons:

- (1) Personal illness
- (2) Serious illness in the immediate family (spouse, siblings, children, parents, parents-in-law) (maximum 4 days.)
- (3) Death in the immediate family (maximum 7 days)

and upon the following conditions:

B. Each day of the sick leave hereinabove granted shall accrue as of the first day of each month during the school year, except September, which day shall accrue after the first full day of classroom teaching, however new teachers to the District will be allowed to use their first five days prior to its accumulation.

C. Teachers shall be required to notify the building principal in the event of an absence due to personal, critical or emergency illnesses not later than 7:00 A.M. of the expected day of absence so that a substitute may be obtained unless circumstances make such notification impossible or unreasonable to do so. In order to be eligible for payment for the date of absence without notification to the principal at the time hereinabove specified, it will be necessary for the teacher to file with the building principal a written statement concerning the reasons for failure to notify.

Based upon these reasons, the principal shall have the discretion to waive notification.

D. Notification for leave for a funeral and a death of a person is expected as soon as practicable to the superintendent and the building principal.

E. Sick leave days hereinabove granted, which remain unused, shall be allowed to accumulate to ninety-five (95) days for the 1973-1974 school year and to one hundred (100) days for the 1974-1975 school year.

F. Each teacher may give up to two (2) days per year to another teacher in the event of a prolonged illness with the joint approval of the superintendent and the Association. This shall not apply to maternity leave. Prolonged illness shall be defined as not less than six (6) consecutive weeks.

G. Other leaves of absence with pay.

1. Up to ten (10) days absence may be granted when a teacher is called for jury service during the school year or is subpoenaed as a witness in a school-connected dispute except this shall not apply to any dispute in which the Association is a party or representing a party. It is expressly understood that any compensation received by the teacher in the form of witness fees or jury pay will be deducted from the teacher's normal salary.
2. A maximum of two (2) days per year, non-accumulative may be granted for personal business of the teacher. The teacher shall have the right to take one (1) of the above days at their discretion, (subject to the

notice provisions of paragraph (a) and the provisions of paragraph (b-7 below) It shall not be taken on a workday preceeding or succeeding a vacation or holiday nor if the teacher can make arrangements to avoid its use.

a As a condition precedent to receiving pay for personal business days, the teacher shall request permission from the principal or superintendent at least two (2) working days in advance of the expected date of absence. Exceptions to this condition may be made in the sole discretion of the principal or superintendent and shall be subject to the grievance procedure.

b The following are examples of some acceptable reasons, it being expressly understood that other reasons may be acceptable upon the approval of the superintendent.

(1) Government, law or court appearance, involuntary or compulsory (i.e. social security, income tax, court witness.)

(2) Funeral of a member of the immediate family or a person whose relationship warrants such attention in the discretion of the superintendent.

(3) Counseling or advising at a university or college.

(4) Absence due to weather when cautioned

against traveling by road or police authorities.

- (5) Business transactions of an urgent nature which cannot be completed after 3:30 P.M., it being expressly understood that automobile transactions will not qualify.
- (6) One day for graduations of son, daughter, husband or wife providing arrangements are made at least five (5) days in advance. It is expressly understood that this leave will not be granted during the week of final examinations.
- (7) It is expressly understood that personal business days may not be used for hunting or fishing, family vacations, or shopping trips.

H. Leaves of absence without pay:

May be granted for the following enumerated reasons and conditions listed thereunder upon the written request of the teacher to the Board of Education. These leaves of absence will be granted in the sole discretion of the Board of Education who reserves the right to specify the beginning and terminating dates of the leave of absence. Requests may be filed for the following reasons:

1. Study related to the teacher's licensed field. This leave of absence will be considered for the maximum length of one (1) year only.

2. Maternity leave may be granted up to a maximum of one (1) year, renewable at the discretion of the Board.

- a. In order to obtain a maternity leave, the teacher shall request said leave at least four (4) months prior to the expected date of birth. Said request shall be filed with the superintendent of schools.
- b. The Board of Education will specify the beginning and ending date of the leave of absence, the beginning date and ending date to correspond as nearly as possible with the beginning or ending of school or a semester.
- c. A teacher may make written application to the superintendent for reinstatement prior to the expiration of the leave granted by the Board of Education in cases of still birth or miscarriage, however, the Board of Education reserves the right in their sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.
- d. Failure to return from a maternity leave on the date specified in said leave or application shall be conclusively deemed a resignation unless an extension is mutually agreed upon by the Board and the teacher.

e. Failure to apply for a maternity leave as hereinabove specified may result in termination of employment.

3. A leave of absence for military service shall be granted in accordance with Act 145 of 1943, as amended.

4. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year and the leave may be renewed each year upon written request by the teacher and with consent of the Board of Education.

5. Other leaves of absence may be granted without pay in the sole discretion of the Board of Education upon receiving from the requesting teacher in writing the purpose of the leave of absence, the probable advantage to the school district, the length of requested leave, and such other information as will assist the Board of Education in making a decision concerning the leave of absence.

1. A total of six (6) days leave may be granted to Cadillac Education Association Officers for attendance at professional meetings if approved by the principal or superintendent. The Association shall pay for the cost of a substitute on these days. The officers as above referred to shall mean President, Vice-President, Secretary, Treasurer, Representative Assembly Delegates (2) or Regional Council Delegates (3).

ARTICLE XI

PROTECTION OF TEACHERS

A. Discipline - special students. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs and such help is available, reasonable steps shall be taken to provide such special attention as is required. In the event of a disagreement, the teacher may appeal the decision to the superintendent.

B. Workmen's Compensation - The Board shall provide Workmen's Compensation Insurance as provided by law.

C. Care of property and safety of pupils - Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in the case of negligence.

D. Assault - any case of assault upon a teacher which had its inception in a school centered problem shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s) the administration shall promptly investigate the matter and determine suitable treatment for this

assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult, who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.

E. Where the teacher is sued in either case above, any teacher not otherwise covered by insurance, either through MEA or some independent insurance carrier, may apply to the Board of Education for legal assistance. If the Board of Education shall determine that the teacher has acted within the scope of Board policy, the Board shall provide legal counsel to the teacher to advise him of his rights in the given incident. It being expressly understood that this advise may also include a trial but not an appeal thereof.

F. Parent Complaint - Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if considered serious enough by the appropriate administrator.

G. Loss of time, injury at school - any injury which arises out of or occurs in the course of employment of a teacher shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a workmen's compensation claim is to be filed. If a teacher is involved in an assault as mentioned in Paragraph D above, and the Board of Education determines that the teacher has acted

within the scope of Board policy, the teacher will not suffer a loss of salary as a result of an injury incurred during the assault. In the event of an injury arising out of an assault, which occurred because the teacher was not acting within the scope of Board policy, accumulated sick leave may be used. However, it is expressly understood that the teacher may be subject to disciplinary action by the Board of Education if the situation warrants same.

ARTICLE XII

NEGOTIATION PROCEDURES

A. This Agreement shall automatically be renewed for one (1) full year after its termination date unless either party notifies the other in writing not more than one hundred twenty (120) days nor less than ninety (90) days prior to its termination that it wishes to cancel the entire contract and enter into negotiation on a new contract.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives

selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

D. No Strike Clause with Penalty Provisions. The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

Further, it is agreed that in the event a strike or sanction is imposed against the Board of Education during the life of this contract, that its president and the chairman of its negotiating team will, within twenty-four (24) hours after the commencement of said strike or sanction, publically by means of radio, television or publications circulated within the district, denounce said strike or sanction as contrary not only to this

Agreement, but the law and public policy of the State of Michigan and publically state as aforesaid that it is not in keeping with the high standards of the profession of teaching. That in the event said strike or sanction continues for more than twenty-four (24) hours, it is hereby agreed that the Board of Education may obtain a judgment in a court of competent jurisdiction, the sum of not less than 1/45 of the then current State Aid, as stipulated damages to be levied against the Association and its members jointly and severally for each day that the strike thereafter continues.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this contract or written Board policy.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

(a) The termination of services of or failure to re-employ any probationary teacher.

(b) The placing of a non-tenure teacher on a third year of probation.

(c) It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

(d) Class size as specified in Article VIII - A.

B. The Association shall designate one representative per building to handle grievances when requested by the grievant, and shall notify the superintendent of the names of said representatives

not later than September 15th of each school year. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract (or the written Board policy) alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements, may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

E. Level One - A teacher believing himself wronged by an alleged violation of the express provisions of this contract or written Board policies shall within six (6) days of its alleged occurrence file the grievance in writing with the building principal. Within three (3) days of receipt of the grievance the

principal shall arrange a meeting with the grievant to discuss solutions to the grievance. Within five (5) days of the discussion, the principal shall render his decision in writing, transmitting a copy of said decision to the grievant. If the decision is unsatisfactory to the grievant or if no decision is rendered, the grievant may appeal the grievance within five (5) days of the written decision of the principal or if no written decision is rendered within ten (10) days of the discussion with the principal to Level Two.

Level Two - A copy of the written grievance shall be filed with the superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion the superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of

Education by filing a written grievance along with the decision of the superintendent with the Officer of the Board in charge of drawing up the agenda for the Board's meeting not less than three (3) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

(a) If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within 10 days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If the parties

cannot agree upon an arbitrator he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to pre-emptorily strike not more than three (3), from the list of arbitrators.

(b) Neither party may arise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

(c) Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this Agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of Board policy, no review non-renewal nor new assignments of extra duties for extra pay as outlined in Schedule B.

If any grievance award shall include back pay, his award shall not extend more than thirty (30) days prior to the date of the Level One Conference.

(d) Grievances of similar nature may not be considered except upon express written mutual consent.

(e) The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for

representation.

F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

G. All preparation, filing, presentation or consideration of grievances through Level Four shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

ARTICLE XIV

COMPLETION OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of the Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have

been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XV

INSURANCE

During the 1973-1974 school year, the Board of Education will pay for each full time teacher that joins the present Blue Cross-Blue Shield or M.E.S.S.A. group insurance plan up to the sum of \$50.50 per month for full family or single subscribers hospitalization. In the 1974-1975 school year the foregoing amount will be raised to \$57.50. Regularly employed part-time teachers shall be eligible for a pro-rata amount in relation to their part-time duties. It is expressly understood that the above employer's contribution shall not be used for any of the options contained in M.E.S.S.A. Insurance program and shall apply only to hospital-medical health insurance and not to life insurance, etc. During the 1974-1975 school year, if a husband and wife shall both be employed so as to be eligible hereunder the Board of Education shall pay up to full family insurance under either plan as above specified.

NOTE: Present non-payable options of M.E.S.A. program amounts to \$1.50 per month.

ARTICLE XVI

TEACHER EVALUATION

A. Classroom Visitations. Principals will periodically visit classrooms in their buildings and evaluate teachers' effect-

iveness. The visitation form will be in triplicate with copies going to the superintendent, the principal and the teacher. A critique will be held within three (3) days between the evaluator and the teacher.

B. Cooperative Evaluations. Probationary teachers will be evaluated at least three (3) times prior to April 1 by their building principal or may request one of these evaluations to be made by another building principal within the system. The building principal may also at his own option request another building principal to evaluate a probationary teacher. The regular visitation form will be used and a critique will be held. Elementary Teachers shall be evaluated by Elementary Principals and Secondary Teachers to be evaluated by Secondary Principals.

C. New Probationary Teachers shall have a Tenure Teacher assigned to them by the building principal at the beginning of the school year to assist him in completing a successful probationary period. In evaluating the Probationary teacher the building principal shall consult with the tenure teacher coach prior to completing his evaluation.

D. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:

1. Annual TB report and required medical information
2. All teacher evaluation reports
3. Copies of annual contracts
4. Teacher certificate
5. A transcript of academic records
6. Tenure recommendation

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

ARTICLE XVII

REDUCTION IN PERSONNEL

A. SENIORITY. New Employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.

B. The term "seniority" as hereinafter used shall be length of continuous service with the Cadillac Board of Education.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in the Cadillac

School System.

D. Any teacher who is granted Tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority.

E. The Board of Education shall prepare a seniority list by classification based on continuous service in the Cadillac Public School System and transmit a copy of the same to the Association on or before the 1st day of October of each year of this contract.

F. Necessary reduction of Personnel --- LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

a. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.

b. In order to promote an orderly reduction in personnel when the education program and curriculum is curtailed, the following procedure will be used:

(1) Probationary employees will be laid off first where any teacher who has acquired any seniority and whose

position has been curtailed is certified and qualified to perform the services of the probationary teacher.

(2) In the event seniority teachers must be laid off, layoff will be on the basis of seniority. In case of equal seniority layoffs will be determined on the basis of knowledge, skill, and efficiency on the job as determined by principals recommendation and physical fitness of the employee. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

G. RECALL. Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.

H. The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, a teacher shall lose his right to recall.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. It shall be the Board's responsibility to acquire substitutes for absent teachers if substitutes are available.

B. The Association shall be informed whenever possible by the Board of fiscal, budgetary, and tax programs affecting the district.

C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Association Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All further individual contracts shall be made expressly subject to the terms of this Agreement.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board within thirty (30) days after ratification.

F. If any provision of this Agreement or any application

of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

G. The Board shall not enter into a contract which will result in instruction being provided by any organization other than the Association without consulting with the Association, recognizing that the suggestions and counsel would be helpful in reaching a decision thereon.

ARTICLE XIX

This Agreement shall be effective as of the 29th day of August, 1973, and shall continue in effect for the two (2) year term of this Agreement until the 30th day of August, 1975. Thereafter, the Agreement shall automatically extend for one (1) full year unless either party notifies the other in accordance with Article XII, A.

LETTER OF UNDERSTANDING

This statement is for the interpretation of the Calendar Schedule for 1974-1975 School Year.

The Administration will confer with the membership of the Cadillac Education Association Executive Committee to set corresponding dates of 1973-1974 Calendar to be effective for the Calendar Schedule for the 1974-1975 School Year.

This Agreement shall not be altered or amended except upon mutual consent of the parties hereto.

CADILLAC AREA PUBLIC SCHOOLS
WEXFORD, OSCEOLA AND LAKE
COUNTIES, MICHIGAN

CADILLAC EDUCATION
ASSOCIATION

By Benjamin C. Carter
Its President
and

By Jacqueline A. Benson
Its Secretary

By Charles M. Duran
Its President
and

By Penelope P. Tobia
Its Secretary

SCHEDULE A

1973 - 1974

<u>B.A.</u>	<u>STEPS</u>	<u>M.A.</u>
\$ 8,375.00	0	\$ 8,875.00
8,626.25	1	9,141.25
8,961.25	2	9,496.25
9,296.25	3	9,851.25
9,631.25	4	10,206.25
10,050.00	5	10,650.00
10,468.75	6	11,093.75
10,971.25	7	11,626.25
11,473.75	8	12,158.75
11,976.25	9	12,691.25
12,562.50	10	13,312.50

1974 - 1975

<u>B.A.</u>	<u>STEPS</u>	<u>M.A.</u>
\$ 8,500.00	0	\$ 9,014.00
9,057.00	1	9,598.00
9,409.00	2	9,971.00
9,761.00	3	10,334.00
10,113.00	4	10,716.00
10,553.00	5	11,183.00
10,992.00	6	11,648.00
11,520.00	7	12,207.00
12,047.00	8	12,766.00
12,575.00	9	13,326.00
13,490.00	10	14,279.00

TOP STEPS ON THE B.A. AND M.A. SCHEDULES INCLUDE A \$300.00 ADDITION FOR ONLY STAFF MEMBERS ALREADY AT THE TOP STEP.

SCHEDULE B

1973 - 1975

Extra pay for extra duty (% of B.A. Schedule)
Based on Experience in Actual Field.

THE FOLLOWING DUTIES SHALL BE VOLUNTARY

Head Baseball	7%	Cheerleading Sr. High	4%
Assistant Baseball	5%	Cheerleading Jr. High	4%
Head Basketball-Boys	10%	Intramurals	3%
Assistant Basketball	7%	Newspaper Sr. High	5%
Head Basketball-Girls	7%	Newspaper Jr. High	5%
Assistant Basketball	5%	Year Book Sr. High	5%
Head Football	10%	Year Book Jr. High	5%
Assistant Football	7%	School Bank	7%
Golf	7%	Debate and Forensics	4%
Head Skiing	7%	G.A.A.	3%
Assistant Skiing	5%	Band -- Sr. High	7%
Head Tennis	7%	Band -- Jr. High	4%
Track-Boys	7%	Vocal Music	3%
Track-Girls	7%	Dramatics - Jr. - Sr.	3%
Jr. High Track	5%	Wrestling	7%
Gymnastics	7%	Cross Country	7%
Athletic Trainer	7%		

Sr. Class Advisor	Chairman - \$200	Ass't Chairman - \$100
Jr. Class Advisor	Chairman - \$200	Ass't Chairman - \$100
Soph. Class Advisor	Chairman - \$100	Ass't Chairman - \$ 50
Sr. High Student Council Advisor	Chairman - \$150	Ass't Chairman - \$100
Jr. High Student Council Advisor	Chairman - \$150	

Club Advisors - (upon prior approval by Board of Education) - \$50

Driver Education - \$6.00 per hour.

CADILLAC AREA PUBLIC SCHOOLS

SCHOOL CALENDAR

1973 - 1974

August	28	New Teacher Orientation
August	29	All Teaching Staff Orientation
September	3	Labor Day
September	4	Opening of School
November	7--8 (1/2 Day)	Parent-Teacher Conference
November	22-23	Thanksgiving Recess
December	22-January 1, 1974	Christmas Recess
January	2	School Re-Opens
January	24	Records Day (No School)
January	25	End of First Semester
March	16-24	Spring Recess
March	27-28 (1/2 Day)	Spring Parent-Teacher Conference
April	12	Good Friday (No School)
May	27	Memorial Day (No School)
June	6	Records Day (No School)
June	7	Report Cards

ATTENDANCE DAYS

September	19 Days
October	23 Days
November	20 Days
December	15 Days
January	21 Days
February	20 Days
March	16 Days
April	21 Days
May	22 Days
June	3 Days

TOTAL 180 DAYS

NON-ATTENDANCE DAYS

Teacher Orientation Day
Records Days
Report Card Day

TOTAL CONTRACTUAL PERIOD --- 184 DAYS

RECEIVED

NOV 29 1973

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
GRAND RAPIDS OFFICE