

OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association

*Webster Co*  
MASTER CONTRACT

*Cadillac*  
**FILE**  
*Ratified 15*  
*1966-1969*

This agreement entered into this first day of September, 1966 by and between the Board of Education of the School District of The City of Cadillac, Michigan, hereinafter called the "Board, and the Cadillac Chapter of the Michigan Education Association, hereinafter called the "Association".

*MEA*

*1216 KENDACE*

*E. LANE, JR. 48124*

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Cadillac School District is their mutual aim and that the character of such education depends to a great extent upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of the teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I  
Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel under contract, excluding the Superintendent, Director of Elementary Education, and Principals.

The Term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent individual teachers from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of local, state, and or national membership dues of the Association upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely, to organize, join and support the

*Duration: 9-1-66 to 9-1-69*

other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms of conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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

C. The Association and its members shall have the right to use school building facilities; according to Board policy on Use of Buildings; arrangements as to buildings and hours to be requested in advance from the Superintendent. No teacher shall be prevented from wearing insignia, pins or other identifications of membership in the Association either on or off school premises. All notices and other established media of communication shall be signed and made available to the Association and its members in the teachers rooms.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations.

E. The Board and Association agree that the areas of fringe benefits and noon hour supervision may be re-opened annually during the duration of this contract as covered in Article VIII.

### ARTICLE III Salaries

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the three year term of this Agreement, provided, however, that upon written notice to the other party at least ninety (90) days prior to the first day of May of every year of this Agreement, either party may request the re-opening of negotiations of the base of such salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, as 185 days of membership, during normal teaching hours.

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

D. All teachers, shall be released from regular duties without loss of salary at least one day each semester for the purpose of participating in area or regional institutes of the Michigan Education Association.

### ARTICLE IV Teaching Hours

A. The teacher's normal teaching hours in the Cadillac Public Schools shall be as follows:

- (1) Teachers check in no later than 8:00 a.m.
- (2) Teachers shall leave no earlier than 4:00 p.m.

B. The Board recognizes the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers

regularly to work in excess of such standard workweek within or outside of any school building.

C. Building Principals shall be on noon duty each day with the teachers assisting on a rotating basis.

#### ARTICLE V

##### Teaching Loads and Assignments

A. The normal weekly teaching load in the Junior and Senior High Schools shall contain 5 unassigned preparation periods. Elementary teaching loads may be found in the time allotment study in the Teachers Handbook, 1966-67 edition.

B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principal or Director of Elementary Education as soon as possible. Such changes will be voluntary to the extent possible.

#### ARTICLE VI

##### Teaching Conditions

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is teaching and guiding the development of the students and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible.

C. 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, with the attempt to implement these as the funds are available.

D. The Board shall make available in each school adequate 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.

E. Adequate parking facilities shall be made available to teachers.

F. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

G. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantage of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

#### ARTICLE VII

##### Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association. Notice does not apply in August.

8. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system.

The Board reserves the right to promote on the basis of its own judgements of qualifications and also to hire new employees for any opening or vacancy.

#### ARTICLE VIII Transfers

A. The parties agree that unrequested transfers of teachers are to be minimized whenever possible.

#### ARTICLE IX Leave Pay

All teachers absent from duty because of personal illness or any other approved reason who are in the employ of the Board shall be allowed full pay for a total of 10 days accumulative to 80 days.

#### ARTICLE X Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if available.

B. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

- (1) A maximum of three days per school year for critical illness in the immediate family.
- (2) One day for attendance at the school graduation of a son, daughter, husband, or wife-- arranged in advance and not during final exams.
- (3) Time necessary for attendance at the funeral of a member of the immediate family or the same household.
- (4) A maximum of five days per school year for a death in the immediate family.

C. Leaves of absence with pay not chargeable against the teachers allowance shall be granted for the following reasons:

- (1) Absence when a teacher is called for jury service.
- (2) Court appearance as a witness in any case connected with the teacher employment in the school.

D. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association.

#### ARTICLE XI Teacher Evaluation

Teacher evaluation will be done in accordance with the Teachers Tenure Act of 1964.

#### ARTICLE XII Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher

of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. Complaints by a parent of a student directed toward the teacher shall be promptly called to the teacher's attention if it would benefit the teacher at the discretion of the principal.

D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

#### ARTICLE XIII

##### Negotiation Procedures

A. In the event the salary schedule, fringe benefits and non hour supervision are reopened for negotiation, by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon the above items, said reopening to be at least ninety (90) days prior to the first of May.

B. At least ninety (90) days prior to the expiration of this Agreement the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. 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.

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

#### ARTICLE XIV

##### Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, relating to wages, hours, terms or conditions of employment, may file a written and signed grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the principal of each school building, Director of Elementary Education, and the Superintendent of Schools, when the particular grievance arises in more than one school building.

B. Within five membership days of receipt of the grievance the designated representative of the Board shall meet with the representative of the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with an elementary principal and the parties cannot agree, the grievance shall be promptly transmitted to the Director of Elementary Education who shall have five membership days thereafter to approve or disapprove the grievance. If the meeting is with the Secondary Principals or the Director of Elementary Education and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have ten membership days from receipt to meet with the parties concerned. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within 15 days from receipt of the grievance, the Board may hold a hearing thereon, may delegate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of 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 30 days after submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to the State Mediation Board. (Sec. D, Article XIV)

E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantages, the same or its equivalent in money shall be paid to him.

F. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a principal or Director of Elementary Education, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure.

#### ARTICLE XV

##### Professional Study Committees

There is hereby established an informal professional study committee composed of eight members, two members from the Board and six from the Association. The committee shall consider matters of common concern to the benefit of our educational program.

#### ARTICLE XVI

##### Miscellaneous Provisions

A. The Board will attempt at all times to maintain an adequate list of certified substitute teachers. Teachers shall be informed of a telephone number they may call by 6:45 a.m., to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

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 future 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.

F. If any provisions 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 applications shall continue in full force and effect.

#### ARTICLE XVII

##### Duration of Agreement

This Agreement shall be effective as of September 1, 1966 and shall continue in effect

for three years until the first day of September, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.—

**Board of Education**

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**President**

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**Secretary**

**Education Association**

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**President**

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**Secretary**

Salary Schedule 1966 - 67

A. Schedule

<u>Experience</u>	<u>Step</u>	<u>Index</u>	<u>B.A.</u>	<u>M.A.</u>
0	1	100%	5200	5500
1	2	103%	5356	5665
2	3	107%	5564	5885
3	4	111%	5772	6105
4	5	115%	5980	6325
5	6	120%	6240	6600
6	7	125%	6500	6875
7	8	131%	6812	7205
8	9	137%	7124	7535
9	10	143%	7436	7865
10	11	150%	7800	8250

B. Extra Pay for Extra Duty

Yearbook	\$200	Athletic Director	\$400
School Paper	\$200	Head Football/Basketball	\$500
School Bank	\$350	Asst. Football/Basketball	\$300
School Play	\$150	Golf	\$250
Girls Intramural	\$150	Tennis	\$250
Elem. Intramural	\$150	Track	\$250
Summer Music	\$600	Skiing	\$300

C. The Board of Education may establish additional salary for guidance, special education or school camp personnel. The Board further reserves the right to set administrative salaries.

D. Outside experience shall be allowed for teaching experience in other school districts and military experience (at a rate of one year for each two years served) not to exceed five (5) years. Full credit shall be allowed for military experience for those leaving Cadillac schools and returning thereto. Teachers leaving the Cadillac system and returning shall receive one year for each year in the system if it exceeds the five year minimum. A year's step will constitute a minimum of 95 days actual teaching experience.