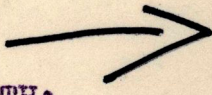


Cadillac (15)
(Weyford Co.)

This Agreement entered into this _____ day of _____ 19____ by and
between the School District of _____ the City of _____, Michigan,
hereinafter called the "Board," and the _____ Education Association
hereinafter called the "Association!"

PROPOSED - 1969-70
SEND REVIEW TO
J. E. SWELLENBERGER
CADILLAC SENIOR HIGH SCHOOL
CADILLAC, MICH.



MAEA
1216 KENDALE

WITNESSETH:

E. LANS., MI. 48824

Whereas, the Board and the Association recognize and declare that providing
a quality education for the children of the Cadillac Area Public Schools is
their mutual aim and that the character of such education depends predominately
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 the Public
Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to
bargain with the Association as the representative of its teaching personnel
with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire
to confirm in this agreement,

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

Article I
Recognition

The Board hereby recognizes the Association as the exclusive and sole
bargaining representative for all certificated personnel whether under contract
on leave, on a per diem basis, employed or to be employed by the Board, excluding:
Superintendent, Assistant Superintendents, Principals, Assistant Principals,
Business Manager, Director of Vocational Education. The term "teacher" where
used hereinafter in this agreement, shall refer to all professional employees
represented by the Association in the bargaining or negotiating unit as above
defined, and references to male teachers shall include female teachers.

Cadillac Bd. of Educ.

Rec'd Cheryl for 25 - 2/14/69 J.L.

The Board agrees not to negotiate with any teachers' 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 the agreement, provided that the Association has been given an opportunity to be present at such adjustment.

Article II
Association and Teacher Rights

Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the 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 enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or 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.

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

The Association and its representatives (Members) shall have the right to use school buildings at all reasonable hours for meetings.

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.

The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards. The Association may use the district mail service and teacher mail boxes for communications to teachers.

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, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets,) agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

The Board shall inform the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration.

The 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. Consistent with the Code of Ethics

of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status.

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

The Board specifically recognizes the right of its employee appropriately to invoke the assistance of the State Labor Mediation Board, or a Mediator from such public agency and, at the agreement of both parties, the matter will be submitted to binding arbitration.

No teacher shall be prevented from wearing insignia, pins or other identifications of membership in the Association either on or off school premises.

Article III Rights of the Board

The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

Article IV Membership, Fees, and Payroll Deductions

A. All teachers as a condition of continued employment shall either: Sign and deliver to the Board an assignment authorizing deductions of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year, or cause to be paid to the Association a representation fee equivalent to the dues and assessments (including the National and Michigan Education Associations) within sixty days of the commencement of employment.

In the event the representation fee shall not be paid, the Board upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the current ^{semester.}

The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements if recognized as just and reasonable is cause for termination of employment.

B. The deduction of membership dues shall be made from the second pay check each month for ten months beginning in September and ending in June of each year, And the Board agrees to promptly remit to the respective Association all monies so deducted not less frequently than monthly.

C. The Board also shall make payroll deductions upon written authorization from teachers for annuities, credit union, saving bonds, charitable donations, or other plans or programs jointly approved by the Association and the Board.

Article V Professional Compensation

A. The basic salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in this agreement. The

B. The salary schedule is based upon a normal weekly teaching load, during normal teaching hours.

C. Teachers assigned extra duties outside the normal teaching day or in addition to the normal teaching load shall be compensated as set forth in Schedule B which is attached to and incorporated in this agreement.

D. A teacher teaching an extra class during his preparation period for a semester or longer shall receive one fifth (1/5) his contractual salary.

E. A teacher substituting during his preparation period shall receive \$7.00 per hour.

F. Longevity. Teachers will be paid an additional \$200 per year after 15 of service; \$400 per year after 20 years of service; and \$600 after 25 years of service. (See Schedule D)

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

H. All teachers shall be released from regular duties without loss of salary for the purpose of participating in area or regional institutes of the Michigan Education Association.

I. On any day when school sessions are scheduled but that scheduled is cancelled by the Superintendent due to weather or other conditions, the teacher will receive full pay.

Article VI
Standards and Professional Growth

A. Every effort shall be made by the Board to employ a teacher for every regular teaching assignment who has at least a bachelor's degree from an accredited college or university.

B. The employment of teachers not holding a provisional or permanent certificate will be avoided. The Association will be advised of the teachers' names and assignments in these cases where it becomes necessary to employ a teacher with less accreditation than that noted above. A non-degree teacher shall receive compensation not to exceed 80% of his step on the salary schedule.

✓ G. A teacher who has acquired a permanent teaching certificate and who continues his professional growth through enrollment in graduate courses related to his professional responsibilities shall be reimbursed for his tuition upon submission of proof that the courses have been successfully completed. Reimbursement shall be limited to \$25.00 per semester hour applied to no more than six (6) hours per calendar year, and shall not apply to hours taken through a program for which teachers receive subsidy from other sources such as NDEA, etc. except when subsidy is less than \$25.00 per hour, the balance shall be reimbursed by the Board.

D. Sabbatical Leave. In order to provide oppotunities for maximal professional growth, Sabbatical leave of one school year shall be avaible to teachers for formal full time study at an accreited college or university; Applications shall be accompanied by plans for the Sabbatical leave, evidence that the applicant has been accepted into a graduate program, and an exposition of the plan's potential for increasing the applicent's professional competence, thereby benefiting the school system and the community.

Conditions:

1. An applicant must have accrued at least five consecutive, full years of teaching service in the CAPS system.
2. The teacher on leave shall receive 50% of his salary for that year.
3. Each applicant must agree to return to the CAPS system immediately upon termination of Sabbatical Leave and to continue in such service for a period of three years. Failure of the teacher to provide such service shall result in the obligation to reimburse the district a proportional part of the salary paid to him during Sabbatical Leave determined by the fraction of the three years not served following the leave.
4. Upon return the teacher shall be advanced on the salary schedule as though he had been employed as a teacher during the period of Leave.
5. He shall be restored to his former position, if possible, or at least to a position of comparable nature.

Article VII
Teaching Hours

Cadillac - 69-78

AA The teachers' normal teaching hours in the Cadillac Area Public Schools shall be as follows.

1. Teachers report at 8:00 A.M.

2. Teachers shall leave no earlier than 4:00 P.M. Permission to leave early will be granted by the building principal for reasonable requests.

3. Each teacher, with the exception of those teachers who volunteer for paid duty in the amount of \$5.00 per hour, shall have no less than 60 minutes of duty free uninterrupted lunch period daily.

B. The Board recognizes the principle of a standard educational work week and will, so far as possible, set work schedules and professional assignments which can be reasonably completed within such standard educational work week. The Board will not require teachers regularly to work in excess of such standard educational workweek within or outside of any school building.

C. For the term of this agreement the school calendar shall be arrived at by the mutual consent of the Association and the Board. This school calendar is set forth in Schedule C which is attached to and incorporated in this agreement. There shall be no deviation or change in the school calendar except by mutual agreement of the Board and the Association.

✓ D. On the second Tuesday of the month or an agreed upon date by the Board and the Association school will be dismissed at 2:30 P.M. to allow teachers to attend professional meetings of the Association. Teachers who do not attend the meeting, unless excused by the Association, will be docked \$10.00 by the Board.

Article VIII
Teaching Loads and Assignments

A. The normal weekly teaching loads in the Junior and Senior High Schools shall contain 5 unassigned preparation periods. Elementary teaching will

B. begin at 8:45 to 11:30 A.M. and at 12:40 to 3:15 P.M.

Changes in grade or building assignments will be mutually agreed upon by the elementary teacher and the Administration. Teachers in the secondary school who will be affected by changes in subject assignments will be notified and consulted by the principal. Notification will be on or before Aug, 1st.

Article IX
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 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 restricted. Class size maximums as follows:

(K-2 .. 22) (3-6 .. 25) (7-12 .. 30)

Beyond this number elementary teacher will be reimbursed \$2.00 per pupil per day. Secondary teachers 40 cents per pupil per class.

C. The Board recognizes that appropriate texts, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are 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.

Article X
Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, or whenever any new position is created, the Board shall publicize the same by giving written notice of such vacancy to the Association.

B. 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, and the length of time each has been in the school system.

C. The Board is also required to show cause why a position or opening was not filled by a staff member.

Article XI Leave Pay

A. 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 per year. The unused portion of such allowance shall accumulate from year to year without limitation.

B. With the approval of the Association, each teacher may give up to two days per year to another teacher in the event of prolonged illness. This does not apply to maternity.

C. Employees who retire and the estate of any who die while employed are eligible for severance pay equal to, but not to exceed, 1/3 of 150 days of accumulated sick leave. (If 200 sick leave days are accumulated, severance pay cannot exceed 50 days of pay. If only 75 days are accumulated the severance pay will be 25 days.)

An employee shall be considered eligible for retirement severance pay if he qualified under the Michigan School Employee Retirement System for regular and/ or medical retirement. An employee who retires on or after his 62nd birthday shall also be eligible for retirement severance pay even though he does not qualify under Michigan School Employee Retirement System for regular or medical retirement.

Article XII Leaves of Absence

A. In case of personal illness a teacher shall be granted a leave of absence 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 teachers' sick leave allowance shall be granted for the following reasons:

1. A maximum of five days per school year for illness, emergencies, or medical attention 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.

C. Leaves of absence with pay not chargeable against the teachers' sick leave allowance shall be granted for:

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.
3. Time necessary for attendance at the funeral of a member of the immediate family or the same household.
4. A maximum of ten days per school year for a death in the immediate family.

D. Two days leave per year shall be granted for personal business. If possible the request should be made two days in advance to the Principal or Superintendent.

E. Two days leave shall be granted for attendance at Professional meetings if approved by the Principal or Superintendent.

Article XIII Insurance

The Board shall provide without cost to the teacher the following insurance benefits:

- A. Rate equivalent to full family health care insurance coverage.
- B. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve month period, commencing Sept, 1st and ending Aug. 31st.

ARTICLE XIV

Teacher Evaluation

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

ARTICLE XV

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 reported promptly 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 called promptly 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 XVI

Negotiation Procedures

A. At least ninety (90) days prior to the expiration of this Agreement the parties will likewise begin negotiations for 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 and on agreement of both parties invoke binding arbitration.

ARTICLE XVII

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 and the Superintendent of Schools.

B. Within five membership days of receipt of the grievance the building principal shall meet with the grievant in an effort to resolve the grievance. If the building principal and the party cannot agree, the grievance shall be transmitted promptly 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, it shall be transmitted immediately to the Secretary of the Board.

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.

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 plus 4% retroactive interest.

ARTICLE XVIII

Professional Study Committee

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 XII

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 7:00 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 XX

Duration of Agreement

This Agreement shall be effective as of September 1, 1969 and shall continue in effect for *one* years until the first day of September, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

x

Schedule A

Bachelor Degree

Masters Degree

Step	Percentage	Salary
0		\$7500
1	103	7725
1 1/2		7875
2	107	8025
2 1/2		8175
3	111	8325
4	116	8700
4 1/2		8988
5	121	9075
6	127	9525
6 1/2		9750
7	133	9975
8	140	10500
9	147	11025
10	155	11625

Step	Percentage	Salary
0		\$8000
1	104	8320
1 1/2		8520
2	109	8720
3	114	9120
4	119	9520
5	125	10000
6	131	10480
7	138	11040
8	145	11600
9	152	12160
10	160	12800

Specialist Degree		
Step	Percentage	Salary
0	100	\$8500
1	104	8840
2	109	9265
3	114	9690
4	120	10200
5	126	10710
6	133	11305
7	140	11900
8	148	12580
9	156	13260
10	165	14025

Schedule B

Extra Pay for Extra Duty

Duty	%	Duty	%
Head Baseball	7%	Senior Class Sponsor Chairman	5%
Ass't Baseball	5%	Ass't	3%
Head Basket-Football	10%	Junior Class Sponsor Chairman	5%
Ass't " "	7%	Ass't	3%
Golf	7%	Soph. Class Sponsor Chairman	3%
Skiing-boys	7%	Ass't	1 1/2%
Skiing-girls	5%	Science Club	5%
Head Tennis	7%	Hi-Y	5%
Ass't "	5%	Tri-Hi-Y	5%
Track	7%	I-Teens	8%
Ass't Track	5%	Varsity	5%
Athletic Director	10%	F.H.A. club S.H.	5%
Gymnastics	7%	F.H.A. club J.H.	5%
Cheerleading S.H.	3%	F.B.L.A. Club	5%
" J.H.	3%	Pep Club	5%
Intramurals Girls J.H.	2%	Art Club J.H.	5%
Newspaper S.H.	4%	G.A.A.	5%
" J.H.	4%	Student Council S.H.	3%
Yearbook S.H.	6%	Student Council J.H.	3%
" J.H.	4%	Driver Education--\$5 per hour	
School Bank	6%		
School Play	5%		
Debate & Forensics	3%		
Band S.H.& Elem.	8%		
Band J.H.	3%		
Vocal Music	2%		

Schedule C

School Calendar (to be arrived at by joint committee)

Schedule D

Longevity

Number of Teachers

Cost

(15 - 19) 12
(20 - 24) 10
(25 plus) 15

\$2400.
\$8000.
\$9000.

Total \$15,400.

INDOLEBENT WEDDINGS
OFFICE OF
FEB 14 1988
RECEIVED

RECEIVED
FEB 14 1969
 OFFICE OF
 PROFESSIONAL NEGOTIATIONS

Schedule D

Category	Number of Teachers	Cost
(ST plus)	12	\$3000.
(SC - 24)	10	\$2000.
(12 - 12)	12	\$2400.
Total		\$12,400.