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Cass City Public Schools

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Cass City Public Schools
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Cass City Education Association Agreement With the Board of Education

This Agreement entered into this eighth day of August , 1966
by and between the Board of Education of the Cass City Public Schools, Cass City,
Michigan, hereafter called the Board, and the Cass City Education Association, here-
after called the Association.

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

Auto - each year

WITNESSETH

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Michigan State University

Cass City Public Schools

Whereas the Board and the Association recognize and declare that providing a
quality education for the children of Cass City is their mutual aim and that the
character of such education depends predominantly 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 its
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 repre-
sentative, as defined in Section II of Act 379, Public Acts of 1965, for all teaching
personnel who are employed and certified on a regular basis, including personnel on
tenure and probation, employed or to be employed by the Board (whether or not assigned
to a public school building), but excluding supervisory and executive personnel. 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 teachers' organization other than

MEA
1216 Kendall ; East Lansing, Mich. 48823

City

the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted with out intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all such teachers in no more than six pay checks per year and deductions will be made in whole dollars amounts.

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 recognizes its responsibilities and obligations to avoid unfair labor practices.

B. Every teacher shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, subject to normal building charges. No teacher shall be prevented from wearing insignia, pins or other customary identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all readily available public information concerning the financial resources

of the district, tentative budgetary requirements and allocations 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.

Article III---Procedures for Negotiations

A. General Philosophy:

Members of the faculty are professional people governed by a code of ethics in keeping with the profession. State laws, policies of the board of education and administrative rules are all necessary in the operation of an efficient and effective school system. Faculty personnel have accepted the responsibility for abiding by the laws, policies and rules in order that good organization may be maintained. Minor irritations may develop in dealing with large groups of faculty personnel, children and parents, and faculty personnel may sometime disagree with the interpretation of laws, policies and rules. Alert, well trained and well adjusted faculty personnel, however, are able to meet and solve most of their problems, to reconcile minor disagreements, and to overcome irritations as they occur. Most problems of this type can be eliminated or significantly reduced by the maintenance of a professional and friendly relationship among members of the faculty and staff.

B. Professional Negotiation Agreement:

The board of education and members of the faculty of the Cass City Public Schools believe that the welfare of the students is paramount in the operation of the schools of this district.

The board of education and members of the faculty of the Cass City Public Schools further agree that the Cass City Chapter, Michigan Education Association represents a majority of the certificated, faculty personnel in the Cass City Public Schools District and is recognized by the board of education as the sole representative of all faculty personnel of the district for purposes of negotiation.

C. Principles:

Attaining objectives:

The attainment of the objectives of the educational program of the district requires mutual understanding, trust and cooperation among the board of education, the superintendent of schools and the faculty of the school system.

This mutual understanding, trust and cooperation should result from free and open exchange of views with all parties participating in deliberations on matters of mutual concern.

Professional faculty personnel:

It is recognized that teaching is a profession requiring specialized qualifications, and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

It is recognized, further, that members of the faculty have the right to join, or to refrain from joining, any organization for their professional or economic improvement, and that membership in any organization shall not be required as a condition for employment.

Representatives of the board of education, the superintendent of schools and the Cass City Chapter, Michigan Education Association will meet for the purposes of discussing and reaching mutually satisfactory arrangements on salary, welfare provisions, working conditions and other like problems of mutual concern.

D. Definitions:

A grievance is a disagreement involving the work situation in which faculty personnel believes that an injustice has been done because of the lack of policy, an unfair policy, or the misrepresentation or misinterpretation of a policy. The development or modification of a salary schedule is not considered a grievance.

A complaint is a minor disagreement, which may become a grievance if left unattended.

Faculty personnel are all regularly employed certified teachers not on administrative contracts.

E. Grievances and Complaints:

Faculty personnel are encouraged to present any grievance or complaint with full assurance that such presentation will in no way prejudice their standing or status within the school system.

Procedures:

Faculty personnel are encouraged first to discuss their grievances or complaints with their principal who should endeavor to effect a solution. If no satisfactory solution is reached, faculty personnel are encouraged to discuss the grievance with the superintendent.

It is also recognized that some problems may arise wherein a faculty person may be reluctant to discuss the matter with his principal. In such cases he may consult directly with the superintendent.

It is recognized, further, that some problems may arise wherein a faculty person may be reluctant to discuss the matter with a member of the administrative staff. In such cases, he shall refer his grievance to his teachers' association for advice, and, when appropriate, to represent him before the superintendent.

Upon hearing any grievances or complaints, the superintendent will advise, counsel, and take steps which are necessary in his opinion to effect a proper solution.

If, after receiving a decision from the superintendent in his case, the aggrieved faculty person is not satisfied with the decision, he may appeal in writing for a formal hearing by the board of education.

F. Policy changes:

In the event of a proposed deviation from teacher personnel policy, it shall be incumbent upon the superintendent of schools to notify the president of the Cass City Chapter, Michigan Education Association of the nature and extent prior to such deviation. If the deviation is acceptable to the Cass City Chapter, Michigan Education Association, it will be presented to the board of education with the joint endorsement of the superintendent and the Cass City Chapter, Michigan Education Association.

In the event that such deviation is not acceptable to the Cass City Chapter, Michigan Education Association, the proposed deviation shall be subject to discussion and resolution under the terms of this agreement. The same procedure shall be used should the Cass City Chapter, Michigan Education Association want to propose any changes in policy affecting teaching personnel.

Procedures:

A preliminary meeting will be held with the superintendent at which time an attempt will be made to work out a satisfactory solution.

If a satisfactory solution does not evolve from the preliminary meeting with the superintendent, direct negotiation with the board of education or its representatives will follow, with the following negotiation procedures in effect:

A meeting will be held between the superintendent and the teachers negotiating body to determine the scope of negotiation. In this meeting the problem will be stated and all issues upon which both parties can agree at that time will be resolved. Those issues which cannot be resolved will be identified and set aside for future negotiation meetings with the board of education.

At the first regularly scheduled board meeting following the identification of the problem to be negotiated, the problem will be presented to the board of education and they will appoint representatives to negotiate.

Between the board meeting where the board representatives are appointed and the first negotiation meeting, there will be a period of not less than two weeks for study and consideration of the questions raised.

At subsequent meetings, no question will be raised or negotiated except those that have been identified.

Anyone, or all of the participants, with five days prior notice to the parties concerned, may call in competent professional or lay representation.

When mutual agreement has been reached by the negotiating representatives, it will be reduced to writing and presented to their respective organizations for approval.

G. Mediation and appeal:

In the event of an impasse, as determined by either the board of education or the negotiation committee, a report shall be filed with the board of education and presented at the next board meeting stating the points of agreement and disagreement. The board of education and/or the Cass City Chapter, Michigan Education Association may appoint new negotiation representatives or an appeal may be made to the Labor Mediation Board at the wish of either party.

Optional Step:

If both parties agree, the following step may be included in any particular negotiation although it cannot legally replace the right of either organization to appeal to the Labor Mediation Board.

In case an impasse develops which cannot be resolved by the parties involved, an advisory board may be appointed. One member of the advisory board shall be appointed by the board of education, and one member shall be appointed by the Cass City Chapter, Michigan Education Association. A third member, who shall be chairman, shall be selected by the two thus appointed. No member of the advisor board shall be a member of the board of education or an employee of the school district.

The advisory board shall be asked to make recommendations for settlement as soon as possible. The advisory board shall determine its own procedure. Recommendations shall be communicated in writing, to both the board of education and the Cass City Chapter, Michigan Education Association, and these recommendations will be made public.

Expenses:

Any expense which may be incurred in jointly securing and utilizing the services of

any individual, committee or advisory board shall be shared equally by the board of education and the Cass City Chapter, Michigan Education Association.

Expenses incurred individually by either organization must be assumed by that organization.

H. Duration of agreement:

This agreement shall remain in force until April 1 of each school year. It may be amended by the agreement of the same parties who entered into it originally. It shall be renewed automatically for a period of one year from the expiration date each year unless one of the parties shall notify the other at least sixty (60) days before the expiration date that it will not accept renewal.

ARTICLE IV

Teaching Conditions

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 to teach 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.

A. The Board shall furnish without charge gym uniforms for all physical education teachers, smocks for art teachers, home economics, manual training, and chemistry teachers to be used for school purposes only.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires, and similiar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.

C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

D. The Board shall make available in future schools, restrooms and lavatory facilities exclusively for teacher use and at least one room furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Existing buildings shall not be modified to reduce the foregoing teacher facilities.

ARTICLE V

Teacher Responsibility

A. School hours

- (1) Teachers must report for duty twenty minutes before school begins and be in their classrooms not later than fifteen minutes before the beginning of the morning session. Teachers will be available for consultation at least one-half hour after the dismissal of school except on Friday.
- (2) In cases of emergency or illness, teachers are to contact their respective principals who will make arrangements for substitutes.

B. Presence in Class

1. Teachers are responsible for conduct in their rooms while they are in charge. If it is necessary for them to leave the room for any length of time for any reason, they should get in touch with one of the principals or the main office. Urgent telephone calls only will be conveyed to the teacher during a class period.
2. Teachers who use the building at night must take full charge and responsibility for all students in their care.
3. It is expected that student-teacher relations will be those of the adult to youth both during and outside regular school hours. School fraternization between teacher and students is detrimental to the school and all parties concerned.

C. Attendance at all teachers institute is required or appearance on the job during the normal work hours of institute days.

D. Teachers are considered under contract for up to one week prior to the start of school or one week immediately following the school year for workshops. Reasonable notice of the workshops should be given by the Board of Education.

E. Discipline

1. Paddling of school pupils will be allowed only with administrative approval.

F. Accident Reports

1. A report of any accident must be filed with the Superintendent of Schools the day the accident occurs.
2. Blanks may be obtained in the elementary principal's office in the elementary building or in the superintendent's office in the main building.

G. Supplies

1. Supplies should be obtained in the morning before school is called or after school is dismissed.
2. If you need supplies that we do not have in our storeroom, discuss the situation with the Superintendent of Schools, and, if permission is given to get the article, a purchase order must be made out in the main office before the same can be ordered.

H. Keys

Keys will be furnished you on the first day of school. All master keys will be registered in the main office. Should it be necessary for you to have a master key for a short time, it will be checked out to you for that period. Keys should not be given to students to get supplies.

ARTICLE VI

Personnel Placement

A. Transfers

1. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are

to be minimized and avoided whenever possible.

2. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

B. Vacancies and Promotions

Whenever an administrative vacancy in the district shall occur, the Board shall publicize the same.

ARTICLE VII

Leave for personal illness, emergencies, and business

- A. All regularly employed personnel shall be granted ten school days sick leave per year. All earned, but not used, leave days will be allowed to accumulate at the end of each year until such accumulation shall reach the limit of 90 days. No payment will be made for sick leave unused at the time of a teacher's resignation, dismissal, leave of absence, or death. Upon retirement, teachers will receive payment for unused sick leave based on the rate of 1/2 their salary for the school year immediately preceding retirement.

B. Emergencies

1. Leave may be granted to teachers at the discretion of the Superintendent for the following reasons:
 - (a) Quarantine of employees or employee's living quarters.
 - (b) Death in the immediate family.
 - (c) At the discretion of the Superintendent of Schools, a teacher may attend funerals of close associates.
 - (d) Serious illness in the immediate family.
 - (e) Required court appearance under subpoena.
 - (f) Emergencies and catastrophies.
 - (g) Adoption.
 - (h) Maternity.

A teacher shall notify the Board of Education within two (2) years of leave date of his intentions to return. The Board agrees to reinstate said teacher when a position is available.

- C. Teachers will be entitled to not more than two days each year for important personal business. Neither of these two days will be used for interview purposes. The second business day, if used, will be deducted from sick leave. Permission for such special leave must be obtained from the Superintendent of Schools. Use of the personal business day will be restricted to business which cannot be taken care of in out-of-school hours.
- D. Absence from teaching because of official school business will not be deducted from sick leave but must be approved by the school Superintendent. This covers such matters as conventions, conferences, meetings, and speaking engagements.
 1. Teachers will be allowed in other classrooms either in the same or different school systems subject to the approval of the Superintendent.
 2. Personnel who take off additional time other than regular vacation will not be paid.

E. When teachers replace (during their conference hour) other teachers out on official business, the replacement teacher shall receive extra pay of \$3.00 per class hour.

F. Military Leave (Extended Leave)

Any regularly employed teacher of the Cass City Public Schools who may enlist or be conscripted in the defense forces of the United States for service or training shall be reinstated to his position in the school system upon honorable discharge from the branch of service in which he has served as soon as employment in his area is available. Employment will start at the beginning of the next school year following the teacher's discharge, if possible.

G. Pregnancy (Extended Leave)

When it becomes known or obviously apparent that a teacher of our student body or faculty is pregnant, they may be asked to leave or terminate their contract. Any teacher may ask to have their case reviewed by the administration and Board of Education.

H. Adoption (Extended Leave)

Teachers will be granted a leave of absence for the purpose of adoption. It is requested that when the decision is made to adopt, the teacher will inform the Board of Education. It is mandatory for the teacher to inform the Board when adoption application is made. After formal application is made, the teacher will be granted a leave of absence unless an extension is agreed upon by the Board of Education and the teacher.

I. Any teacher taking an extended leave of absence shall notify the Board of Education within two (2) years of his leave date of his intention to return and shall be available within the two year period for regular employment. The Board agrees to reinstate said teacher when a position is available.

ARTICLE VIII

Resignations

A. A written notice of resignation shall be filed with the Superintendent of Schools at least sixty days prior to the close of the school year, except in cases where extenuating circumstances may waive such notice. If contract conditions have not been determined at normal contract offering time because of delays in negotiations, teachers leaving the system should immediately notify the Superintendent in writing when they determine they will not be returning. Violation of this clause will constitute a violation of professional ethics and shall become a part of the personal record of an employee.

B. A teacher who has signed his or her contract and then left to teach in another school system without fulfilling the terms of the Cass City School contract, must be approved by the Cass City Board before being offered a contract.

ARTICLE IX

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. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it becomes apparent that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- E. 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 gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE X

Certification

- A. All teachers employed in the Cass City Public Schools must satisfy the Department of Public Instruction in regards to certification and will hold one of the following certificates:
 - 1. Master of Science or Master of Arts
(Master's Degree)
 - 2. Bachelor of Arts or Bachelor of Science plus
(degree plus graduate credits)
 - 3. Bachelor of Arts or Bachelor of Science
 - 4. Life Certificate (60 semester hours to 120)
 - 5. Special Certificate
- B. Those teachers who are employed and do not hold degrees must take ten semester hours of credit for every three year period immediately preceding September first.

ARTICLE XI

Teacher Tenure

- A. Tenure Law

A teacher tenure law as adopted by the Michigan legislature is designed to

insure fair employment and dismissal procedures for classroom teachers in the state. With this intent in mind the Cass City Board of Education has adopted a policy of tenure associated with classroom situations only. Administrative, semi-administrative, extra curricular and non-classroom positions will not be considered as tenure positions in the Cass City system. Specifically, some of the positions considered as non-tenure are Superintendent, Principal, Assistant Principal, Guidance Director, Librarian, Coaching and various sponsorships of clubs and classes. This policy is not to be interpreted in such a manner as to prohibit people in the afore-mentioned positions from being granted teacher tenure as a classroom teacher if they are involved in teaching duties for the prescribed probationary period. Rather, it is designed as a clear interpretation of the board policy that tenure is granted only for traditional classroom situations and only after skill and competence have been demonstrated in the classroom situation.

B. New Teachers

1. A new teacher will be placed on probation for two years in accordance with the State Tenure law and during this time his work will be appraised by the Superintendent, Principal, Elementary Principal, or someone designated by the superintendent of schools and definite recommendations made to the Board of Education relative to his work. He will be supervised by the school administration and suggestions made when it is deemed necessary.
2. New teachers serving the apprentice period will be notified by April 1 if they are not to be offered a contract for the following year.

C. Teacher Evaluation

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Each teacher shall have the right upon request to review the Cass City Teacher Evaluation sheets of his own personnel file.
3. No teacher shall be disciplined, reprimanded, reduced in rank, or compensation or deprived of any professional advantage without just cause.

ARTICLE XII

Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to 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 teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be reproduced at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- C. 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 applications shall continue in full

force and effect.

ARTICLE XIII

Professional Compensation

- 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 one-year term of this Agreement.

Salary Schedule

1966--67

	<u>BA</u>	<u>MA</u>
0	5400	5700
1	5555	5855
2	5710	6010
3	5865	6165
4	6020	6320
5	6175	6475
6	6330	6630
7	6485	6785
8	6640	6940
9	6795	7095
10	6950	7250

Non-degree Schedule

	<u>60--90 Credits</u>	<u>90--B.A.</u>
0	4700	4800
1	4805	4905
2	4910	5010
3	5015	5115
4	5120	5220
5	5225	5325

1. A teacher attaining credits enough to be placed in a new salary bracket before school starts in September, will be placed in that bracket immediately. When teachers receive their degree, cognizance of that fact will be taken at the beginning of the following semester and their salary adjusted accordingly.
2. Experienced teachers coming into the system will be credited with up to five years outside experience at \$100 per year.

3. After 15 semester hours credit towards a Master's Degree \$100 per year will be added to their salary the following semester. After a M.A. Degree \$100 per year will be paid when 10 semester hours credit have been earned in subjects specifically related to the subject matter taught or necessary for an additional degree.
4. Sick leave will be allowed 10 days per year, accumulative to 90 days. Upon retirement one-half (1/2) of the accumulated sick leave will be paid as terminal pay.
5. Teachers taking graduate work beyond a degree will be paid \$9.00 per semester or \$6.00 per term hour.
6. Pay checks are to be issued every two weeks on Friday. (March 12, 1956)
7. Increments for part time teachers will be prorated on the basis of actual teaching experience (a teacher who has taught 2/7 of the school day is entitled to 2/7 of the increment)

Past experience will be evaluated in terms of actual time employed.