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Cass City "

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A G R E E M E N T

between

THE BOARD OF EDUCATION

CASS CITY PUBLIC SCHOOLS

and

CASS CITY EDUCATION ASSOCIATION

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RELATIONS LIBRARY
Michigan State University

Cass City Board of Education

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PREAMBLE

This Agreement is made and entered into this First day of July, 1971, by and between the Board of Education, Cass City Public Schools, Cass City, Michigan hereinafter referred to as the "Board" and the Cass City Education Association hereinafter referred to as the "Association".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole bargaining representative as defined by Act 379 of the Public Acts of 1965 for all teaching personnel under contract who are employed and certified on a regular basis including personnel on tenure and probation, but excluding the Superintendent and all other Supervisory and Executive Personnel for the purposes of collective bargaining with respect to hours, wages, terms and conditions of employment. The term "teacher" when used hereinafter in this Agreement shall refer to all employees defined and reference to male teachers shall include female teachers.

ARTICLE II

TEACHERS RIGHTS

- A. Every teacher shall have the right to organize, join and support the Association.
- B. 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 and standard application procedures.
- C. No teacher shall be prevented from wearing insignia, pins, or other customary identification of membership in the Association either on or off school premises.

D. Bulletin boards in the teachers lounges and other established media of communication shall be made available to the Association and its members for official organization materials but must be limited in such a way as to avoid student involvement in organizational affairs as determined by the Administration.

E. The Board agrees to furnish to the Association in response to reasonable requests from time to time all readily available public information. The Association will pay the costs for any extra work performed by office or administrative personnel at the specific request of the Association. Billing will be based on the actual cost to the district and is an agreed legal obligation of the Association.

F. Nothing contained herein shall be construed to deny or restrict 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.

G. Nothing contained in this Agreement will deprive the Teacher of any rights which he has under the Michigan Tenure Act with regard to Tenure Teachers.

ARTICLE III

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the 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.

ARTICLE IV

DUES CHECK-OFF

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for the teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June.

B. All teachers who are members of the Association as of the effective date of this Agreement and all new teachers hired after the effective date of this Agreement shall as a condition of continued employment either:

1. Sign and deliver to the Board an assignment authorizing deduction 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, or
2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations) upon commencement of employment.
3. Any teacher covered by the provisions of this section who refuses to comply with the requirements of section 1 or section 2 above within sixty (60) days after the beginning of his employment with the Board for the 1971-72 School Year shall have

his services terminated by the Board at the end of the 1971-72 School Year. The parties agree that failure of any teacher to comply with the provisions of this article is reasonable and just cause for termination of employment.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for both the NEA and the MEA, to the Michigan Education Association, 1216 Kendale Boulevard, Box 673, East Lansing, Michigan 48823, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article.

D. This Article shall be subject to the provisions of the Tenure Act. In the event that this Article should be challenged through the Tenure Commission, the Michigan Employment Relations Commission, or the Courts, the Association will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board. If this Article shall be found to violate law, the Association shall be responsible for any loss or damage, including back pay, awarded by the Courts.

E. The Association shall indemnify the Board and hold it harmless against loss or claims for damages resulting from the payment to the Association of any sums deducted under this Article and, in the event

any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Association shall intervene and defend any such action or claim.

F. When an employee does not have sufficient money due him, after deductions have been made from Social Security, Insurance, Garnishments, etc., or any other deductions authorized by the employee or required by law, Association dues for that month will be collected by the Association directly from the employee.

G. If an employee who is absent on account of sickness, leave-of-absence or for any other reason has no earnings due him for that period, no deduction shall be made. The Association will arrange collection of dues for that period directly with the employee.

H. All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.

ARTICLE V

NO STRIKE

The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that during the term of this Agreement, that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of

this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition:

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. Faculty personnel may present any grievance with the full assurance that such presentation will in no way prejudice their standing or status with the school system.
4. The term "days" when used in this Article shall mean duty days, except where otherwise indicated.
5. The Board may designate a representative, other than those specified to handle grievances at any step of this procedure.
6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a) The termination of services or failure to re-employ any probationary employee.
 - b) The placing of a non-tenure teacher on a third year of probation.
 - c) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Edition, of 1937 of Michigan, as amended.)

B. Procedure:

1. A teacher who feels he has a grievance must take the matter up verbally with his Principal or request that the Association discuss the grievance with the teacher's principal, within five (5) working days following the act or condition which is the basis of his grievance, who will attempt to resolve it with him.
2. If this fails to resolve the grievance, the teacher and/or the Association shall reduce the grievance to writing and present it to his Principal within ten (10) working days following the act or condition which is the basis of his grievance specifying the violation and relief sought.
3. Within ten (10) working days of receipt of the written grievance the Principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the teacher. If the teacher or the Association does not appear at such conference said grievance shall be considered settled.
4. Within five (5) working days after such conference the Principal shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Principal's decision will be final.
5. If the Principal does not arrange a conference as provided in Section 3 or answer said grievance as provided in Section 4 the grievance may be appealed to the next step within the time limits provided.
6. If the teacher does not accept the Principal's written

answer, the grievance may be appealed to the Superintendent by sending such notice in writing to him within five (5) working days from the date of the Principal's written decision.

7. Within ten (10) working days of receipt of the written appeal, the Superintendent, will arrange for a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the teacher. If the teacher or the Association does not appear at such a conference said grievance shall be considered settled.

8. Within five (5) working days after such conference the Superintendent shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days from receipt of such answer, the Superintendent's decision will be final.

9. If the Superintendent does not arrange a conference as provided in Section 7 or answer said grievance as provided in Section 8, the grievance may be appealed to the next step.

10. If a teacher is not satisfied with the disposition of the grievance by the Superintendent, the grievance shall be transmitted to the Board of Education by filing a written copy thereof with the Secretary or other designee of the Board within five (5) days of the Superintendent's answer. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be most convenient to the Board, may hold a hearing on the grievance, review such grievance in Executive Session, or give such consideration as it shall deem appropriate. Disposition shall be furnished to the teacher and the Association.

11. Optional Step:

- a) If both parties agree, the following step may be included in a grievance process although it cannot legally replace the right of either organization to appeal to the Michigan Employment Relations Commission.
- b) 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 and one by the Association. A third member, who shall be the Chairman, shall be selected by the two thus appointed. No member of the Advisory Board shall be a member of the Board or an employee of the School District.
- c) 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 and the Association and these recommendations will be made public.
- d) 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 and the Association.
- e) Expenses incurred individually by either organization must be assumed by that organization.

12. Remuneration:

- a) Any financial adjustments as a result of a grievance shall be retroactive only to the submission date of the grievance unless approved by formal Board action.
- b) There shall be no liability for special compensation

on the part of the Board to a teacher for submission of a grievance.

c) Grievances involving financial remuneration shall apply only to the amount of earnings actually lost, with deductions of all sums earned, or which by the exercise of reasonable diligence could have been earned during back pay period.

ARTICLE VII

DISCIPLINE OF TEACHERS

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.
- B. No teacher shall be disciplined, including reprimand, suspension, with or without pay, demotion or discharge, without just cause. Just cause shall include, but not be limited to:
1. Incompetence
 2. Insubordination
 3. Moral misconduct
 4. Physical and/or mental incapability
 5. Willful and/or flagrant violation of the terms of this Agreement.

Notwithstanding the foregoing, in the case of the discipline of a Tenure Teacher within the meaning of the Michigan Tenure Teachers Act, just cause shall be determined under that Act.

C. Discipline of teachers shall be subject to the grievance procedure provided, however, that (1) as to a probationary teacher, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance, and (2) as to Teachers

on Tenure or Continuing contracts pending grievances shall be dismissed upon the filing of written charges under the Michigan Tenure of Teachers Act; and the Tenure Act shall thereafter govern all proceedings against the teacher.

ARTICLE VIII

TEACHING CONDITIONS

A. The Board shall furnish without charge, smocks for Art, Home Economics, Industrial Education 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 similar 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 for teachers use and at least one room furnished for use as a faculty lounge. Existing buildings shall not be modified to reduce the foregoing teacher facilities.

E. The Board will carefully consider any recommendations made by the Association before adopting the school calendar as applies to holidays and vacations. The Association should present any calendar suggestions to the Superintendent prior to June 1st. If it is not possible to incorporate all Association suggestions regarding holidays and vacations in the calendar the reasons it is not possible will be negotiated before final adoption by the Board.

F. Because the Pupil-Teacher ratio is an important aspect of the Teachers and educational programs effectiveness, the parties agree that overloaded class sizes should be lowered whenever possible. Teachers will report overloaded class sizes to the Association. The Association shall submit their recommendations to the Superintendent no later than March 1 and shall represent the teacher, if requested to do so by the teacher, in relieving the situation.

ARTICLE IX

TEACHER RESPONSIBILITY

A. School Hours:

1. Teachers must report for duty twenty (20) minutes before school begins and be in their classrooms no later than fifteen (15) minutes before the beginning of the morning session. Teachers will be available for consultation at least one-half (1/2) hour after the dismissal of school, except on Friday.
2. Teachers in Grade 7-12 shall receive a minimum of thirty-five (35) minutes for Lunch Period unless assigned to noon duty.
3. 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. Accident Reports:

A report of any accident must be filed with the Superintendent of Schools or his designated representative within one (1) working day after the accident occurs.

D. Teachers who do not take classes toward an advanced degree or to meet Certification Requirements will be required to attend at least one (1) workshop every two (2) years or one (1) class in his field every five (5) years subject to the approval of the Administration.

1. The Board agrees to pay all of the tuition and book fees for all approved workshops or classes taken to meet the requirements under D

2. A course of a maximum of three (3) semester hours may be applied toward an Advanced Degree on the salary schedule providing the teacher remits the tuition and book fee for said hours to the Cass City Public Schools, if the teacher had been reimbursed under the provisions of D-1.

E. In the interest of community relations and the educational program, each teacher shall communicate personally with Parents of his students whenever he or the Parent deems it necessary. A written report shall be made when something of vital interest is observed or learned. There shall be a minimum of fifteen (15) Teacher-Parent conferences during the school year. Teacher contacts with Parents that do not make arrangements after the teacher communication will be credited as part of the minimum. The Administration may ask for a listing of Parents

contacted so records of these contacts should be maintained by the teachers.

F. An obligation of employment is the right of the Board to assign each teacher to one (1) non-teaching student oriented activity.

G. Having negotiated acceptable remuneration for teacher substitution during the conference period it shall become a requirement that any teacher asked to substitute during his conference period comply. Needless to say, the Administration will attempt to hold conference period substituting to a minimum and a teacher will be required to substitute only when no volunteers are available.

H. Members of the Cass City Chapter, Michigan Education Association are cognizant of the fact that their employment as members of the Cass City Faculty place upon them responsibilities that extend beyond the walls of their own classrooms. Every teacher bears responsibilities for student conduct whenever students fall under school jurisdiction and every teacher will assume reasonable obligation to correct any unfavorable student conduct observed.

I. It shall be a requirement of employment that all teachers have a general outline of their lesson plan books that projects ahead one (1) week and a detailed outline that projects ahead one (1) days.

ARTICLE X

PERSONNEL PLACEMENT

A. Transfers:

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 opening in the District shall occur, the Board shall publicize the same. Any teacher may apply for such opening. In filling such an opening, the Board agrees to consider the professional background and attainments of all applicants, their length of service in the system and other relevant factors.

C. Teacher Assignment:

The parties recognize that changes in grade assignments in the Elementary Schools, changes in subject assignment in the Secondary Schools, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfer and changes of assignment shall be on a voluntary basis whenever possible.

Whenever a vacancy exists in the school system, any teacher in the system who requests another assignment will, if qualified, be given due consideration by the Administration and Board. Teachers wishing a change in assignment should complete a form which will be attached to the annual Letter of Intent and return it by March 1st to the Superintendent and the Principal to whom they are requesting assignment.

ARTICLE XI

RESIGNATIONS

If the Master Contract has been ratified a written Notice of Resignation shall be filed with the Superintendent as least sixty (60) days prior to the close of school, 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. All teachers shall be expected to comply with the Letter of Intent procedure as established by the Board. Violation of this clause will constitute a violation of professional ethics and shall become a part of the personnel record of an employee.

ARTICLE XII

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods involved by them shall be reasonable and just and in accordance with established Board policy. Paddling of school pupils will be allowed only with Administrative approval. It shall be the responsibility of the teacher to report to his Principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the Principal of the disposition of the teacher's report that a particular student needs such assistance.

B. Any case of assault upon a teacher which had its inception in a school centered problem shall be reported immediately in writing to the Board or its designated representative. The Board will provide 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. Any complaints by a Parent of a student, directed toward a teacher shall be promptly called to the teacher's attention if considered serious by the appropriate Administrator.

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 gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XIII

TEACHER TENURE

A. Tenure Laws:

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 the classroom situation only. Administrative, semi-administrative, extra-curricular and non-classroom positions will not be considered as tenure positions in the Cass City school system. Specifically, some of the positions considered as non-tenure are: Superintendents, 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 aforementioned 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. New teachers will be placed on probation, in accordance with the State Tenure Law and during this time their work will be appraised by the Superintendent, Principals, or someone designated by the Superintendent, with 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 work performance of a teacher shall be conducted openly 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.

ARTICLE XIV

RETIREMENT OF TEACHERS

A. Retirement shall be mandatory for all school personnel who shall attain the age of 65 years prior to the opening day of the school year in September of any given year.

B. Thirty (30) days prior to the attainment of his 65th birthday, but no later than the first day of March of a given year, an employee desiring re-employment upon retirement, may apply for such re-employment in writing. The letter requesting re-employment shall contain:

1. Statement of intent.

2. Statement of physical fitness as certified by a qualified doctor.
3. Position applied for.
4. Statement of professional status.

After receiving said application, the Board shall fix a time for a review of the application. Such hearing shall be held before a closed meeting of the Board, Superintendent and the applicant. The Board reserves the right to request that the employee submit to a physical examination by a physician of the Board's choosing and to interview such other employees and Supervisory Personnel as necessary to enable the Board to make a judgment in the matter.

(a) Within ten (10) days following such hearing the Board shall advise the applicant in writing of its decision which shall be one of the following:

- (1) Complete retirement.
- (2) Re-employment at a different position.
- (3) Re-employment at the same position.

(b) Re-employment shall be for a period of one (1) year only. Any employee who desires to continue his re-employment beyond the time shall annually institute proceedings as provided above.

(c) The Board reserves the right to call for a review of re-employment of any employee over age 65, at any time, by giving ten (10) days notice to said employee of the hearing.

ARTICLE XV

SPECIAL CONFERENCES

A. Special conferences for important matters will be arranged between the Association President and the Board's designated representative upon request of either party.

B. Such meeting shall be between at least two (2) representatives of the Association and at least two (2) representatives of the Board. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.

ARTICLE XVI

LEAVES OF ABSENCE

A. Sick Leave *

1. Each teacher shall be credited with six (6) sick leave days at the beginning of each semester which shall be accumulative to eighty - two (82) days.

2. All unused sick leave days in excess of seventy (70) days shall be returned to the teacher at the end of the current school year on the basis of Ten (\$10.00) Dollars per day.

3. A teacher may borrow his second semester sick leave days in advance provided that if such teacher does not perform his duties for the second semester a deduction for all such borrowed time will be made from the teacher's final pay check.

4. All requests for sick leave must be submitted to and approved by the Superintendent or his designated representative.

* See Article XX, Section A, B, and C.

5. The Board may at any time at its expense require a teacher to submit to an examination by an independent physician.
6. Sick leave days for any approved leave of absence shall be held in reserve pending the return of the teacher from such leave.
7. Teachers who leave the employment of the school district, except on an approved leave of absence, may have their sick leave days restricted at the discretion of the Board. However, such days shall not be applied toward terminal retirement pay.

B. Emergency Leave

1. Leave time may be granted at the discretion of the Superintendent for the following reasons and if granted shall be deducted from sick leave:

- a) Quarantine of employees or employees living quarters.
- b) Required court appearance under subpoena.
- c) One day may be granted for death of a close associate.
- d) Immediate family:

Immediate family is defined as husband, wife, child, mother, father, sister, brother, grandparent, grandchild, parent-in-law or any one who stands in their stead and who lives in the teacher's home.

1. One day per illness may be granted for illness in the immediate family not to exceed three (3) days per year.
2. One to three days may be granted for serious illness in the immediate family. Serious illness is defined as illness in the immediate family requiring hospitalization. Circumstances not requiring hospitalization of the member of the immediate family may be

approved by the Board upon request by the teacher.

3. One to three days may be granted for death in the immediate family.

C. Personal Days:

Teachers shall be entitled to personal days according to the following schedule provided that such days shall not be granted for the first or last day of the school year, the first working day preceding or following a vacation period or holiday. Personal days shall be deducted from sick leave. Teachers must submit a request in writing to the Superintendent or his designated representative at least two (2) days in advance, except for emergencies, when such time may be granted at the discretion of the Superintendent or his designated representative, subject to the teacher providing a satisfactory reason for such absence. Not more than two (2) teachers will be excused on a given day. The date a leave request is received in the Superintendent's office shall determine priority for leave with pay.

1. Teachers with five (5) years of service or less in the school system shall be entitled to one (1) day.

2. Teachers with more than five (5) years of service with the school system shall be entitled to two (2) days.

D. Jury Duty

The teacher shall advise the Superintendent when he receives notification of jury duty service and he must make every effort to be reassigned to a non-school period and in no event shall the teacher be reimbursed a sum greater than the difference between the jury duty pay and his regular salary.

E. Leave of Absence without pay

1. Procedure:

- a) Leaves of absence, may be authorized by the Board upon recommendations of the Superintendent.
- b) No leaves of absence shall be granted for a period longer than one (1) year except by specific action of the Board.
- c) Written application for such leave shall be made by the teacher, addressed to the Superintendent who shall make such investigation as may be necessary to determine if the granting of such leave would serve not only the interest of the teacher but also the school district.
- d) Such leave of absence shall be without compensation from the school district, except as may be determined or abrogated by the Board upon evidence of violation of the Agreement.
- e) Leaves of absence may be denied or abrogated by the Board upon evidence of violation of the Agreement.
- f) A teacher on an approved leave of absence may return upon expiration of the leave when there is a position available for which he is qualified. Application to return from a leave of absence shall be filed with the Superintendent not later than March 15 preceeding the September in which he wishes to return, or not later than November 1 if he wishes to return at the beginning of the second semester of any school year.
- g) No guarantee will be made to persons granted a leave that they will be reinstated to their original position, but assurance will be made that they will be granted first consideration for a comparable or the same position as was held when the leave was granted.

h) In computing service to determine the teacher's position on the salary schedule at the expiration of the leave, time spent on leave shall not be counted as active service in the school district.

2. Maternity Leave

a) The Board may grant a leave of absence for maternity without pay, to any teacher who has been employed in the school district two (2) consecutive years, upon written request for such leave.

b) If the leave of absence is for less than one (1) calendar year, prior to re-employment a satisfactory physician's statement must be submitted to the effect that the teacher is capable of performing her duties on a regular basis.

c) The application for leave should be filed immediately after pregnancy is determined and the teacher may be asked to terminate her work immediately but in any event not later than the end of the fifth (5) month of pregnancy, unless the Board shall permit her to work in the school system for a longer period.

3. Adoption

a) The Board may grant a leave of absence for the purpose of adoption, without pay, to any teacher who has been employed in the school district for two (2) or more consecutive years, upon written request for such leave.

b) The teacher must inform the Board when the adoption agency has approved the application for adoption and it is recommended that the teacher inform the Board when the original application for adoption is made.

E. Military Leave.

1. Subject to the provisions of the Soldiers and Sailors Relief Act a teacher shall be granted a leave of absence without pay, for the period of initial conscription.
2. The teacher shall be offered re-employment providing:
 - a) He has not been dishonorably discharged.
 - b) He is fully qualified to perform the position available.
 - c) He applies for re-employment within ninety (90) days after discharge from military service.

ARTICLE XVII

HOSPITALIZATION INSURANCE

Effective September 1, 1971, the Board shall contribute a maximum of Thirty-Five (\$35.00) Dollars per month toward the total monthly premium cost of Hospitalization Medical Insurance coverage for each full time teacher who has authorized a payroll deduction for Blue Cross - Blue Shield or MEA Hospitalization Medical Insurance, with the understanding that such contribution shall be limited to one (1) policy holder per family. Teachers commencing employment for the Board after the start of the school year shall receive a pro-rated portion of this Insurance Fringe Benefit. Teachers leaving the employment of the Board during the School Year shall forfeit this Insurance Fringe Benefit as of the last day of the last full month of employment. Teachers who return to the School System for the 1972-73 School Year shall receive twelve (12) months of coverage. Teachers who do not return to the School System for the 1972-73 School Year shall receive ten (10) months of coverage. However, if in the event the Board has made any additional contributions in excess of ten (10) months, such teacher shall have an opportunity to reimburse the Board

for such over payment. If in the event such teacher does not reimburse the Board, a joint letter endorsed by representative of the Association and the Board shall be sent to the teacher's college placement office, their prospective employer, and the State Tenure Commission, outlining such action.

ARTICLE XVIII

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. It shall likewise supersede any oral agreements or practices. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement or any subsequent agreement covering the same school year. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. Copies of this Agreement shall be reproduced at the expense of the Board and presented to all teachers now employed or herinafter employed by the Board.
- D. If any provisions of this Agreement or any application of this 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.

E. Upon receiving the proper authorization from a teacher the Board shall make payroll deductions for United Fund, Tuscola County Credit Union, Hospitalization Insurance and M.E.A. Tax Sheltered Annuities.

ARTICLE XIX

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 term of this Agreement.

SCHEDULE A

CERTIFICATION

Step	Non Degree	B. A.	M.A.
0	7000	7800	8200
1.	7150	8120	8580
2.	7300	8440	8960
3.	7450	8760	9340
4.	7600	9080	9720
5.	7750	9400	10100
6.		9720	10480
7.		10040	10860
8.		10360	11240
9.		10680	11620
10.		11000	12000

B. The salaries of teachers for extra-curricular duties are set forth in Schedule B which is attached to and incorporated in this

Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

SCHEDULE B

Varsity Football	800
Assistant Varsity Football	500
Junior Varsity Football	500
Junior Varsity Football Assistant	450
Junior High Football	375
Varsity Basketball	800
Junior Varsity Basketball	500
Freshman Basketball	450
Junior High Basketball	375
Fifth and Sixth Grade Basketball	275
Varsity Baseball	550
Junior Varsity Baseball	375
Varsity Track	550
Assistant Varsity Track	375
Junior High Track	275
Golf	175
Dramatics (2 Play Productions)	200
Debate and Forensics	150
* Annual	150
Home Economics	225
Junior Class Sponsor (Total)	125
** High School Library	225
** Elementary Library	225
Agriculture	500 + 20%
Special Education	300
Chemistry - Physics Combination	300

Industrial Education	300
Instrumental Music	800
High School Cheerleading	120
Junior High School Cheerleading	60
G.A.A.	90
Vocal Music	250
Supervising Teacher for Student Teacher	25
National Honor Society	50
Homebound Instruction	Amount Paid By Intermediate District
Driver Education	5.00/hour

* Part of Regular Class Assignment.

** One Week immediately preceeding and one week immediately following school year.

ARTICLE XX

SALARY SCHEDULE TERMINOLOGY

A. Any teacher who is fifty (50) years of age as of July 1, 1968 and employed as a teacher in the Cass City School System during the 1967-68 school year or on an approved leave of absence during the 1967-68 school year may select the following sick leave accumulation plan or select the provisions as provided for in Article XVI, Section A, Sub-sections 1 and 2 of this Agreement, however, all other provisions of Article XVI, Leaves of Absence shall be applicable to said teacher. Such selection must be made by October 1, 1968.

1. Each teacher shall be credited with six (6) sick leave days at the beginning of each semester which shall be accumulative to a maximum of ninety (90) days.

2. Upon retirement one-half (1/2) of the accumulated sick leave will be paid as terminal pay based on the rate of the teachers base salary for the school year immediately preceding

retirement.

B. Teachers who were less than fifty (50) years of age as of July 1, 1968 and employed as a teacher in the Cass City School System during the 1967-68 school year or on an approved leave of absence during the 1967-68 school year shall be covered by the provisions of Article XVI with the following exceptions:

1. Each teacher shall receive terminal pay based on the rate of his base salary for the school year immediately preceeding retirement up to a maximum of one-half (1/2) of his accumulated sick leave as of July 1, 1968.

C. All teachers who were not employed during the 1967-68 school year or not on an approved leave of absence during the 1967-68 school year shall be covered by the provisions of Article XVI.

D. A teacher attaining credits enough to be placed on 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.

E. Experienced non-degree teachers in the system will be credited with up to five (5) years experience on the salary schedule when they attain a Bachelors Degree.

F. Experienced teachers entering the system will be credited with all outside experience and placed on the Salary Schedule accordingly. Teachers presently employed shall be credited with their total teaching experience and placed on the Salary Schedule accordingly with the understanding that there shall be no retroactive adjustment.

G. Teachers who earn fifteen (15) semester hours credit after an M.A. degree will be paid Two Hundred (\$200.00) Dollars per year

if the credit hours have been earned in subjects specifically related to the subject matter taught or necessary for an additional degree.

H. Pay checks are to be issued every two weeks.

I. Increments for part-time teachers will be pro-rated 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).

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

K. When teachers replace at Administrative request during their conference period other teachers absent with Administrative approval, the replacement teacher shall receive extra pay of five (\$5.00) dollars per clock hour to the nearest quarter hour.

L. Teachers who do substitute teaching during their conference periods will be paid four times a year, in mid-November, at the end of the first semester, around the first of April and at the end of the school year.

M No payment will be made for unused sick leave at the time of a teacher's resignation, dismissal, leave of absence or death.

N. Any teacher who uses his personal automobile on school business with Administrative authorization shall be reimbursed at the rate of ten (.10¢) cents per mile. This provision shall not apply to transit between school and home.

ARTICLE XXI

TERMINATION

A. This Agreement shall become effective July 1, 1971 and remain in effect until 11:59 P.M., June 30, 1972.

B. At least sixty (60) days prior to the expiration of this Agreement the parties will begin negotiations for a new Agreement covering hours, wages, terms and conditions of employment of teachers employed by the Board.

C. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the _____ day of _____, 1971.

BOARD OF EDUCATION OF THE
CASS CITY PUBLIC SCHOOLS

CASS CITY EDUCATION ASSOCIATION

1971-1972 SCHOOL CALENDAR

August 30 (Monday)	Teacher's Meeting A.M. Students in School P.M.
September 6 (Monday)	No School - Labor Day
October 15 (Friday)	First Marking Period Ends
November 24, 25 & 26 (Wednesday Thursday & Friday)	Thanksgiving Vacation
December 3 (Friday)	Second Marking Period Ends
December 23 through January 2	Christmas Vacation
January 19 & 20 (Wednesday & Thursday)	Semester Exams for Grades 7-12
January 20 (Thursday)	Third Marking Period Ends
January 21 (Friday)	No School - Teacher Record Day
March 3 (Friday)	Fourth Marking Period Ends
March 31 through April 9	Easter Vacation
April 21 (Friday)	Fifth Marking Period Ends
May 29 (Monday)	No School - Memorial Day
June 4 (Sunday)	Baccalaureate
June 6 (Tuesday)	Commencement
June 7 & 8 (Wednesday & Thursday)	Final Exams for Grades 7-12
June 9 (Friday)	No School - Teacher Record Day
	Students may pick up Report Cards from 2:30 - 3:30 P.M.

The 1971-1972 School Calendar shall include 182 student instruction days, 2 teacher record days, 3 parent-teacher days to be scheduled at a later date, 1/2 day teacher orientation, however, such days may be rescheduled if necessary for the school district to qualify for full State Aid and the Association agrees that all teachers will provide their services to comply with such requirements.