

8/30/91

MASTER AGREEMENT BETWEEN CADILLAC AREA PUBLIC SCHOOLS

AND

CADILLAC EDUCATION ASSOCIATION, MEA/NEA

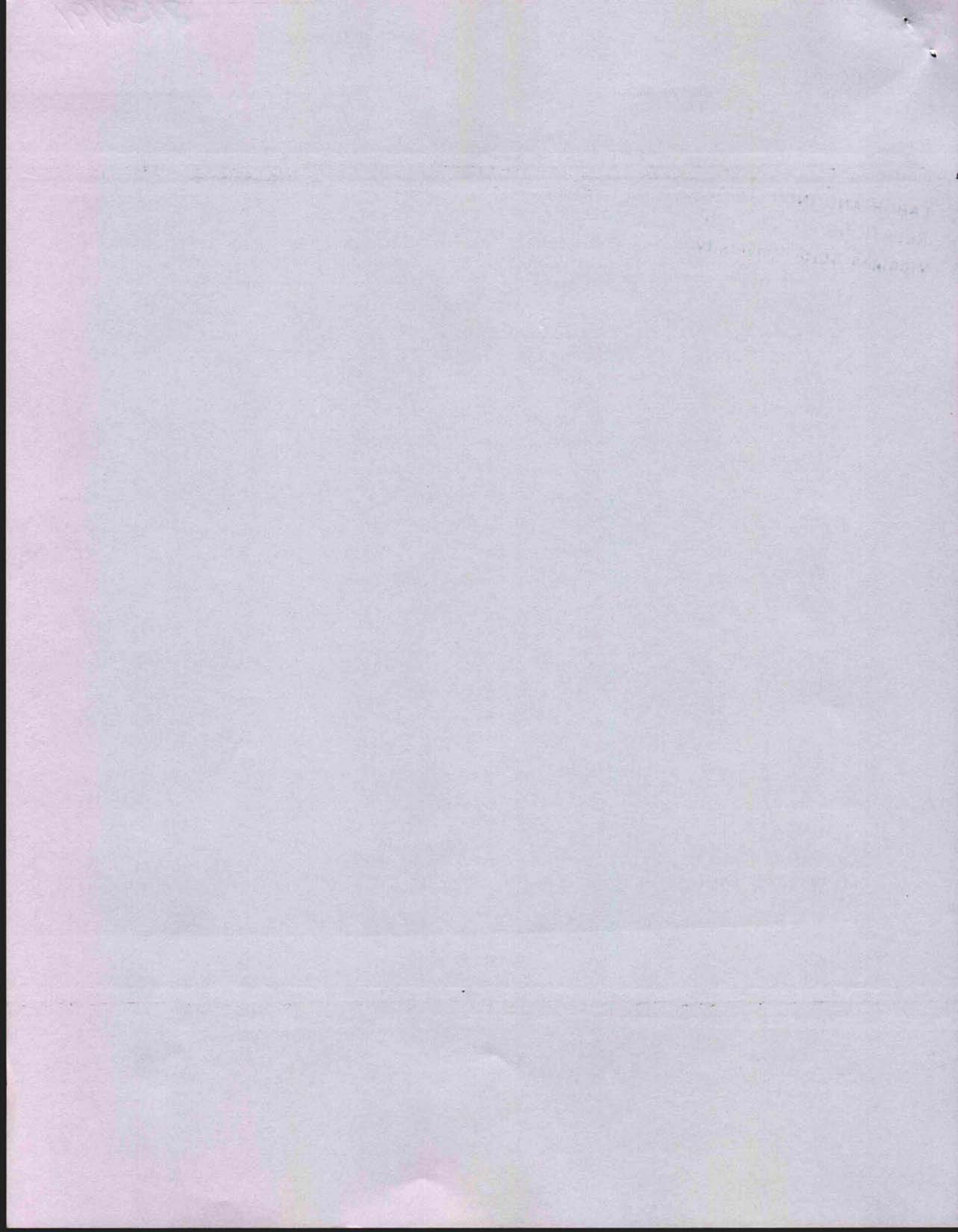
SEPTEMBER 19, 1988 TO AUGUST 30, 1991

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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Cadillac Area Public Schools



AGREEMENT

This Agreement entered into this 19th day of September, 1988, by and between the Board of Education of Cadillac Area Public Schools, Wexford, Osceola, and Lake Counties, Michigan (hereinafter called "Board") and Cadillac Education Association, MEA/NEA (hereinafter called "Association").

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

ARTICLE I RECOGNITION

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

All full-time and regularly employed part-time certified teachers employed by the Board and Adult Daytime High School Completion Teachers excluding therefrom substitute teachers, non-regularly employed part-time teachers and non-teaching supervisors such as, but not necessarily limited to, Superintendent of Schools, Administrative Assistants, Business Manager, Principals, Athletic Director, Curriculum Coordinator, Guidance, Reading, Math, Special Education, Community Education Directors, and all noncertified employees. The Duties contained in Schedule B are not to be performed by Administrative staff unless a qualified teacher within the bargaining unit will not perform the duty.

B. Definitions:

1. The term "teacher" when hereafter used in this Agreement, shall refer to all employees represented by the Association in the bargaining unit or in the negotiating unit as above defined except Adult Daytime High School Completion

Teachers rights shall be as defined in the addendum attached hereto.

2. The term "Board" shall include its officers and members and/or its agents.

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

D-1. EACH BARGAINING UNIT MEMBER, as a condition of employment, shall either:

a. ON OR BEFORE THIRTY (30) DAYS FROM THE DATE OF COMMENCEMENT OF DUTIES OR THE EFFECTIVE DATE OF THIS AGREEMENT, WHICHEVER IS LATER, JOIN THE ASSOCIATION, and sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue from year to year unless revoked in writing.

Or

b. Pay a representation benefit fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Association's administrative procedures adopted pursuant to that policy. The representation benefit fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such representation benefit fee directly to the Association or authorize payment through payroll deduction, the employer shall, upon completion of

the procedures contained in paragraph 3 and pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the representation benefit fee from the bargaining unit member's wages and remit same to the Association.

In the event that the Board is prohibited by legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the representation benefit fee, the employer, at the request of the Association, shall terminate the employment of such bargaining unit member upon completion of the procedures contained in paragraph 3 a. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

OR

c. If contribution to a union violates a teacher's religious convictions, the representation fee shall be paid into a fund administered by the Board and used exclusively to buy teaching supplies. In order to invoke the provisions of this paragraph it shall be necessary to file with the superintendent's office a written statement declaring that the payment of the representation fee to the Association violates the teacher's religious convictions.

2. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy (a copy of which shall be provided each nonunion bargaining unit member by the Association), and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to nonunion bargaining unit members. The remedies set forth in such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in

this Agreement or to any other administrative or judicial procedure.

3. The Association, in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7), shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

a. In the event, as provided in subsection 1, above, the Association wishes to request the Board to terminate the employment of a bargaining unit member for violating this Article, the Association shall first notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the employer limited to the question of whether he/she has failed to pay the service fee.

4. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedure

in the article relating to the payment or nonpayment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

5. Regular dues or service fees for any or all of the above stated organizations shall be deducted together, as one deduction, in ten (10) equal monthly installments.

6. Dues or service fees authorization filed with the superintendent on or before the 18th day of September of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the 18th day of September shall be deducted from the first five (5) pay periods of the second semester.

7. Dues or service fees authorizations once filed with the superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the superintendent and the treasurer of the Association.

8. The Association shall on or before the first day of each school year, give written notification to the superintendent of the amount of its dues or service fees and those of the MEA and NEA which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions may only be changed once during the school year upon thirty (30) day written notice, it being understood that dues or service fee changes must be applied uniformly and continue for the balance of the school year. The Association shall assume the responsibility for supplying necessary additional authorizations.

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

10. Dues or service fee deductions shall be transmitted by the superintendent to the Cadillac Education Association Treasurer within ten (10) days after such deductions are made.

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

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

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

14. The Board will continue its current practice of payroll deductions. Any new payroll deduction must be approved by payroll office.

ARTICLE II **BOARD'S RIGHTS**

The employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

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

school related activities of its employees;

B. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or other dismissal or demotion; and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

The Board shall have the right in its discretion to require a teacher to submit to a physical or mental examination at Board expense by a licensed physician approved by the Board. The Association may submit a list of not less than five (5) and not more than ten (10) physicians no later than September 15 of each year of this contract. The Board shall choose from this list the physician to be used in the aforementioned examinations. The physician shall have the right to refer to specialists.

ARTICLE III
ASSOCIATION RIGHTS

A. Pursuant to Act 336 of 1947, as amended, the Board hereby agrees that every teacher shall have the right to freely organize together or to form, join or assist in labor organizations to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection. Further, the Board agrees that it will not directly or indirectly encourage or discourage, deprive or coerce any teacher in the enjoyment of any of the rights covered by Act 336 of 1947, as amended, or other laws of the State of Michigan, or the Constitution of the State of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of membership or non-membership in the Association, participation or

refraining from participation in any lawful activities of the Association or in collective professional negotiations with the Board of Education or of institution of any grievance pursuant to this contract on any proceeding pursuant to law.

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

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

D. The Board agrees to make available to the Association, in response to reasonable requests from time to time, available public information or such other available information as is necessary to process a grievance pursuant to this contract.

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

F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards located in teachers' lounges and to use school mail services, however, all such notices shall be signed. The Association shall have the right to use on the school premises

typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use, without cost to district.

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

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

I. A committee to consist of the four (4) elected CEA officers and an equal number of administrators shall be created to meet regularly during the school year to discuss problems of mutual interest. During the term of the contract, this committee shall study and review the role of the Instructional Council and shall submit to the superintendent its recommendation for improvement of the Council.

ARTICLE IV **FAIR EMPLOYMENT PRACTICES**

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

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

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

ARTICLE V
COMPENSATION AND SCHOOL CALENDAR

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and made a part of this Agreement.

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

2. The Board shall grant up to five (5) years credit on the salary schedule for outside full-time K-12 public school experience. For experience credit beyond five (5) years, the Board shall have discretion to use its judgement in adjusting actual experience for credit on the salary schedule taking into account part-time experience vs full-time, non-public school K-12 experience, non K-12 experience, long term substitute experience, elapsed time from last teaching experience, whether prior teaching experience was in the same area to be taught at CAPS and other relevant factors. The CEA President will be given the rationale for weighing experience beyond five (5) years upon request.

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

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

D. When a teacher instructs an extra class on a daily basis in lieu of a preparation period, he/she shall receive One Dollar (\$1.00) per class period more than the established rate for a substitute teacher. The teacher shall have the option of taking an excused absence day after substituting six (6) extra class periods. The foregoing shall include elementary teachers when they teach art, vocal music or physical education for an absent art, vocal music or physical education teacher.

Teachers accumulating time in lieu of payment must use accumulated time prior to June 1 of each school year. Time accumulation in excess of eighteen (18) hours will not be allowed to be carried from the end of one year to the next. Teachers must use year-end carry-over comp hours in excess of six (6) during the first semester of the next school year or receive pay. Teachers may not use accumulated time during the first week of a school year, no more than four school days of comp time and personal business days may be used in succession, it being understood that Thursday, Friday, Monday, Tuesday is permissible but not Wednesday, Thursday, Friday, Monday, Tuesday, etc. Arrangements for use of time between the principal and the teacher must be complete at least three (3) work days prior to its use.

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

F. Each employee who uses their own vehicle for official school business at the request of the supervisor shall be reimbursed at the I.R.S. rate for each mile driven while conducting such official school business. Each employee who is away from a

school building during a normal meal period, while performing assigned duties, has the option of procuring a meal at school district expense. The amount of reimbursement shall be subject to administrative guidelines.

ARTICLE VI
TEACHING HOURS

A. All teachers shall have a daily six (6) hour and thirty (30) minute contractual obligation and in addition thereto a duty free lunch period of not more than one (1) hour and not less than forty (40) minutes for teachers in Elementary Schools and not less than thirty (30) minutes for teachers in Middle School and High School, all of which shall be contained within a seven (7) hour thirty (30) minute period. The beginning and ending of the seven (7) hour thirty (30) minute periods shall be as specified by the administration, but shall be between the hours of 8:00 A.M. and 4:00 P.M. for grades K-5 and 7:00 A.M. and 6:00 P.M. for grades 6-12.

All teachers shall regulate student conduct in hallways or assigned duty stations up to the commencement of actual classroom instruction and during classroom changes where applicable except when on their duty free lunch period. "Regulation of student conduct" shall not give the building principals the right to physical assignment of hallway duties, but teachers shall be required to leave their room to maintain hallway discipline when necessary.

The daily average teaching load for each teacher shall not exceed five (5) hours and ten (10) minutes. It is expressly understood that the daily average teaching load may deviate three (3) minutes either way without violation of the contract.

Non-teaching time shall be used for preparation; consultation, planning, professional work with other staff, administrators, parents, and students, and other work related to the teachers assignment. Teachers may make use of such time for other necessary purposes when mutually agreed by the principal and teacher.

Abuse or misuse of the time given to teachers for conference and preparation may result in disciplinary action.

On days immediately preceding holidays, all teachers may be excused when students have boarded their respective buses.

1. Principals and other members of the administrative staff shall be free to schedule reasonable activities such as parent-teacher conferences, curriculum meetings, inservice programs, building meetings, following the dismissal of students from school so long as the same is within the aforementioned consecutive seven (7) hour thirty (30) minute period except as provided in paragraph B.
2. Elementary teacher preparation time for fall & spring Parent-Teacher Conferences shall be at least 90 consecutive minutes and will be granted within five (5) working days prior to the conferences.
3. Resource room teachers shall be granted one-half (1/2) day per week for preparation time in lieu of other preparation time during the balance of the week. Because of the unique nature of services rendered, librarians and counselors shall not have a scheduled preparation period.
4. When the Board provides elementary art, the classroom teacher may use this period for preparation time, but must return the last five (5) minutes to help clean up and/or to prepare for continuing student work on art project(s).
5. Elementary teachers shall have planning and preparation time while the art, music and physical education specialists have assumed the classroom teachers' responsibilities. If specialists are absent, the administration shall obtain a substitute where the elementary teachers do not consent to teach the specialist classes. If elementary teachers are deprived of preparation time due to absence of the specialist, the teacher shall be reimbursed at the rate of one dollar more than the substitute hourly rate. If a specialist program is deleted from the curriculum, elementary teachers shall resume teaching of normally

scheduled classes without additional compensation, however, it shall not serve to increase their daily average teaching load beyond five (5) hours and ten (10) minutes. It is expressly understood that the daily average teaching load may deviate three (3) minutes either way without a violation of the contract. Teachers in elementary buildings, except kindergarten teachers and specialists, shall also have the right to use the time when their students are at the scheduled recess, equivalent to 120 minutes per week, for preparation and planning. Kindergarten teachers will supervise both of their recesses as part of their normal teaching loads. Specialists need not supervise recess. Classroom teachers shall assist recess aides in supervision of their students on inclement weather days. The classroom teachers and the aide shall work out a reasonable schedule of supervision so that one adult is in eye contact with a classroom of students.

B. Building meetings, committee meetings, and other school activities may require the teacher to remain at work until after the regular working hours. It is expected that all teachers recognize the worth and importance of such meetings and shall be in attendance when the meeting is called by the building principal, assistant principal, or the superintendent. Such meetings shall be limited to one (1) meeting per week.

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

D. Each teacher, with the exception of those teachers who volunteer for paid duty in the amount of \$8.50 per hour 1988-89; \$9.00 per hour 1989-90; \$9.50 per hour 1990-91; shall have not less nor more than the equivalent time received by students of duty-free, uninterrupted lunch daily, except teachers' lunch hours shall not be less than thirty (30) minutes and not to exceed one (1) hour. It is expressly understood that these lunch periods may be staggered in accordance with scheduling by the

building principal.

E-1. Act Of God Days. With the consent of the Association, the Board or administration may use "snow days" or inclement weather days for inservice training. The Board reserves the right to alter the school calendar in order to achieve a minimum of 180 days of student instruction if so required by state law.

E-2. 1st Possible Make-Up Day	January Records Day becomes 1/2 day pupil instruction.
2nd Possible Make-Up Day	Presidents Day - 1/2 Day PM
3rd Possible Make-Up Day	June Records Day - 1/2 Day Students

Additional make up days if needed are to be 1/2 days (3 hours pupil instruction) and are to occur as consecutive weekdays immediately following the previously scheduled last day of instruction. Snow days required to be made up in order to achieve full state aid occurring at least one (1) week in advance of the makeup schedule as hereinafter provided, will be made up according to the schedule. If a snow day occurs within seven (7) days preceding a scheduled makeup day, then that day shall not be used but the next succeeding possible makeup day will be used.

E-3. It is understood that all make up days are 3.5 hour workdays for teachers. If at any time during the life of this agreement it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within control of school authorities such as severe storms, fire, epidemics, or health conditions, it is agreed that these days shall not be rescheduled and Bargaining Unit Members shall be excused from reporting to duty, without loss of pay.

E-4. Teachers will report one (1) hour before students for building meetings, conferences and planning time on

late start act of God days where the delay of the start of school is two (2) or more hours from the normal starting time.

ARTICLE VII
TEACHING LOADS AND ASSIGNMENTS

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

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

C. If the Board permits teachers who have been hired full-time within the Cadillac School System may be given the opportunity to elect a one-half (1/2) or fraction of full-time day assignment for one or up to a three year period. In February of the last year of the approved period, they may: (1) request and will be placed on full-time at the end of the period, or (2) they may request an extended period on part-time, which may be permitted at the Board's discretion. Teachers hired part-time may apply for full-time, but the Board is not obligated to place them on full-time or additional time.

ARTICLE VIII
TEACHING CONDITIONS

A. Class Size. Because the Board of Education has the statutory duty to educate all children within the boundaries of the school district and because the student-teacher ratio is an important aspect of an educational program and because the number of students a teacher is required to instruct has a direct

bearing upon the amount of work required of the individual teacher, the parties agree that the size of the individual classes shall be given careful consideration and any inequities adjusted upon the request of the teacher if economically and educationally feasible and desirable.

Class size in the middle school and high school and in elementary grades four and five should be thirty (30) students per class except in traditionally larger classes. The Board recognizes that certain middle school-high school classes require a manageable class size to appropriately teach the requisite writing skills, and will endeavor to keep class size at a manageable level.

In kindergarten through third grade class size should be twenty-eight (28) students per class. The Administration shall notify, in writing, the Association and Board of all classes which exceed the specified limits in this Article. This notification shall occur within ten (10) days of the beginning of each 9-week marking period. In the event any class shall exceed the above stated numbers, except those classes which are traditionally larger, the teacher may request a reduction in the class size from the building principal. If the teacher is not satisfied with the solution of the building principal, he/she shall have the right to file a grievance within six (6) days of the discussion in accordance with Article XIII, A-4.

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

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

C. The Board shall make available in each school a lunchroom, workroom, restroom and lavatory facilities for the teacher's use

where possible. Telephones for teachers use will continue to be made available as in the past. The Board will endeavor to improve the telephone availability over the life of the contract. Smoking on school grounds or at school facilities will not be permitted unless specifically exempted by Board policy. It is understood that the Board may from time to time change policy concerning smoking without prior consultation with the Association, however, if the Board permits smoking on school grounds or in school facilities, teachers will be included within the policy.

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

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

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

ARTICLE IX VACANCIES AND TRANSFERS

A. Whenever any permanent vacancy (a position for which no member of the bargaining unit has a claim) in a teaching position in the district shall occur or whenever a new teaching position is created, the Board will publicize the same by giving written notice within ten (10) days of such vacancy to the president of the Association and provide for appropriate posting on the bulletin boards in the teachers' lounges during the school year. The vacancy will remain posted for a period of ten (10) school days and will not be permanently filled for a period of 12 days from the date of first posting. The deadline within which

applications are to be submitted may appear on the notice. The posted deadline to submit applications may not be less than 10 days from the first day of posting. The Board need not fill the vacancy.

1. The administration shall have the right to fill vacancies by transfers but only after the vacancy has been posted in accordance with the above.
2. The administration may temporarily fill a vacancy which occurs on or after October 1 of a school year with personnel from outside the bargaining unit until the end of the school year. Thereafter, a permanent vacancy shall be posted and filled in accordance with the above.

B. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the superintendent's office. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the district, building, class level, area of specialization, and other relevant factors.

C. The Board reserves the right to transfer a teacher without request and to deny applications as above specified. The Board, upon request, shall show cause to the teacher why a teaching position was not filled by a staff member or why a transfer was made. If not satisfied, the teacher may then request that the Liaison Committee review the reason(s) as to why the teacher was not granted the requested position or why the transfer was made. The teacher shall be consulted before each transfer is made from building to building or from their areas of certification.

D. The Board shall furnish each teacher a letter of intent (copy of which is attached hereto), to return, retire, or terminate his employment on or before the 15th day of February of each year of this contract. These letters shall be signed and returned by the teacher indicating the intended status for the ensuing school year, not later than the 28th day of February. Thereafter but not later than the 15th day of March, the Board

shall post notices of vacancies in accordance with A above. Any teacher who fails to submit a letter of intent to return, or reverses his position previously taken in a letter of intent, submitted to the Board on or before the 28th of February, may be subject to having his position posted as a vacancy and if filled, subject to unrequested transfer at the discretion of the administration.

E. Since a promotion could result in placing a teacher in a supervisory position and hence excluded from the terms of the contract, the Board reserves the right to promote on the basis of its own judgment of qualifications and also to hire new employees for any opening or vacancy.

F. The provisions of paragraph A shall be continued until the last day of school of each year of this contract. Thereafter, until July 31, permanent vacancies shall be posted in the superintendent's office for a minimum of ten (10) days before being permanently filled. Copies of the notices shall be sent to the president and secretary of the Association at the time of posting in the superintendent's office and shall be mailed to each bargaining unit member. From July 31, until the fourth Friday count, permanent vacancies shall be posted in the superintendent's office for a minimum of 48 hours before being permanently filled. Copies of the notices shall be sent to the president and secretary of the Association at the time of posting in the superintendent's office.

G. Administrative positions although not within the bargaining unit will be handled the same as specified in paragraphs A & F above, however, the filling of such vacancies shall be within the sole discretion of the Board and shall not be grievable nor shall the Board be required to show cause why an applicant was not accepted.

ARTICLE X **LEAVES OF ABSENCE**

A. Sick Leave. All full-time teachers absent from duty shall be allowed a total of twelve (12) days per school year with pay which may be used for the following reasons:

1. Personal illness.
2. Serious illness in the immediate family (spouse, siblings, children, grandchildren, parents, grandparents, parents-in-law and household dependents) limited to 20 days use.
3. Death in the immediate family (as specified in Paragraph E below)
4. Prolonged disability - A prolonged disability shall be defined as absence from work for five (5) consecutive days or more. Any teacher shall notify the building principal upon the determination that the period of absence will be five (5) or more days so that further arrangements may be made with the substitute to assure better continuity of education. The notice shall contain the anticipated number of days absent. Changes therefrom may be made only after a written doctor's notice of ability to return at least one day in advance of return. Failure to notify may result in loss of use of sick leave beyond five (5) days.
5. Anticipated prolonged disability - Any teacher that can anticipate a prolonged disability shall notify the building principal in writing as soon as possible. The notification shall contain the projected dates of confinement. Failure of notice in any of the situations may result in loss of use of sick leave beyond five (5) days. It is understood that use of sick leave shall be only for the duration of the actual incapacity and the Board reserves the right of written verification and or consultation with or from a physician. In cases of scheduled surgery, childbirth or similar circumstances, written notice shall be given at least thirty (30) days in advance of confinement, whenever possible.

B. One and one-fifth (1-1/5) days of the sick leave hereinabove granted shall accrue as of the first day of each month during the

school year, except September, which day shall accrue after the first full day of classroom teaching, however, new teachers to the district will be allowed to use their first six (6) days prior to its accumulation. Sick leave may be used in increments of one (1) hour or more.

C. Teachers shall be required to notify the building principal or his designee in the event of an absence due to personal, critical or emergency illnesses one (1) hour prior to normal report time or not later than 7:00 A.M., whichever is earlier, of the expected day of absence so that a substitute may be obtained, unless circumstances make such notification impossible or unreasonable to do so. In order to be eligible for payment for the date of absence without notification to the principal at the time hereinabove specified, it will be necessary for the teacher to file with the building principal, a written statement concerning the reasons for failure to notify. Based upon these reasons, the principal shall have the discretion to waive notification.

D. Each teacher may be granted one (1) day with pay to attend the funeral of a person not in their immediate family not to exceed five (5) such days per year. No more than nine (9) teachers may attend the same funeral.

E. Teachers may use in any one (1) school year, up to three (3) days for death in the immediate family as hereinabove defined without deduction from sick leave, thereafter up to four (4) days may be used for death in the immediate family which shall be deductible from sick leave. The foregoing days shall be non-accumulative. Notification for leave for a funeral is expected as soon as practicable to the superintendent and the building principal.

F. Sick leave days hereinabove granted and unused shall be allowed to accumulate up to ninety (90) days. Employees which may have accumulated more than ninety (90) sick leave days under preexisting contracts, shall use those days over ninety-one (91), when necessary, until such time as their accumulated sick leave

falls below the above-stated maximum. Thereafter, they shall be allowed to accumulate sick leave in accordance with paragraph B above. An employee who retires under the Michigan Public Schools Employee Retirement System after ten (10) years service in the Cadillac School District will be paid Twenty Dollars (\$20.00) for each accumulated sick day at the time of retirement or death..

G. Sick Leave Bank - District Central Bank.

1. A District Central Bank shall be created effective the first day the employee works in the current school year. The employee will place two (2) of their twelve (12) allotted days at the disposal of the District's Central Bank.

2. The District Central Bank is intended to provide each teacher with comprehensive protection from financial burdens imposed by prolonged disability, long-term illness, disability accident or the same chronic recurring illnesses. In order to be eligible to draw from the sick bank, the following criteria must be satisfied.

a. A teacher employed for more than two years may not draw from the sick leave bank until after the fifteenth (15) day of absence as a result of the same illness or disability.

b. No teacher may draw from the sick bank until he or she has exhausted all of their accumulated sick days.

c. No teacher may draw from the sick bank while on a leave of absence without pay or while drawing workers compensation or while drawing long term disability provided in Article XI, Section B, and Article XV, Section E.

d. A teacher shall not be eligible to draw more than ninety (90) work days' pay from the sick leave bank. Applications for long-term disability under Article XV, Section E, must be made as soon as the teacher is reasonably aware that the policy may be applicable to his/her situation. All teachers drawing from the sick

leave bank must apply for long-term disability and must take long-term disability in lieu of sick bank benefits as soon as they are eligible to do so.

e. First and second year teachers may use sick bank benefits without regard to 2-a above.

3. The District Central Bank Committee shall be composed of four (4) members, an equal number of representatives of the Association and the administration. All approvals of the Committee shall be by a majority of the members. The criteria for such approvals shall be set and published by the District Central Bank Committee. This shall not apply while a person is drawing worker's compensation award.

4. Unused leave days credited to the sick bank shall carry over to the following school year.

5. Prolonged disability shall be defined as four (4) consecutive weeks with a physician's statement attesting to the incapacity to work. The Board reserves the right to require a second opinion from the Board's physician at the Board's cost. Child care, as differentiated from disability due to child birth shall not be covered by sick leave or the sick leave bank provisions.

6. It is expressly understood that the provisions of the sick leave bank are only for the personal illness of the teacher and shall not apply for family care, child care, or illnesses of the immediate family.

H. Other leaves of absence with pay.

1. Teachers called for jury service during the school year, or subpoenaed as a witness in a school-connected dispute will be granted unlimited days absence (except this shall not apply to any dispute in which the Association is a party or representing a party). It is expressly understood that any compensation received by the teacher in the form of witness fees or jury pay will be deducted from the teacher's normal salary.

2. A maximum of two (2) days per year,

non-accumulative may be granted for personal business of the teacher. The days may be used, by the teacher without disclosing the reason therefore, however, the request form shall be signed by the teacher stating the provisions of this entire subsection (H 2) will be honored. It shall not be taken on a workday preceding or succeeding a vacation or holiday unless for an acceptable reason, nor if the teacher can make arrangements to avoid its use.

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

b. It is expressly understood that personal business days may not be used for hunting or fishing, family vacations, or shopping trips.

I. Leaves Of Absence Without Pay: May be granted for the following enumerated reasons and conditions listed thereunder upon the written request of the teacher to the Board of Education. These leaves of absence will be granted in the sole discretion of the Board of Education who reserves the right to specify the beginning and terminating dates of the leave of absence. Requests may be filed for:

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

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

3. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability

up to one (1) year and the leave may be renewed each year upon written request by the teacher and with consent of the Board of Education.

4. Each teacher shall, upon request, be granted unpaid leave up to five (5) consecutive work days. A teacher may request such leave no more than once each two (2) school years.

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

J. A total of fourteen (14) days paid leave of absence may be granted by the Superintendent of Schools to the Association for use by its officers or agents to attend professional meetings. The President of the Association shall provide a two (2) day advance written notice to the Superintendent except when an emergency situation exists. The Association shall pay the cost of a substitute for each day so used.

K. Maternity.

1. Notwithstanding any other provision of this contract, the Board being interested in the health of its professional teaching staff shall receive in the offices of the superintendent upon confirmation of pregnancy a statement of pregnancy from the teacher's doctor which shall include projected dates of incapacity and a statement or statements of how long the teacher will be able to continue her specific employment activities. It is understood the foregoing shall be required whether the teacher opts for sick leave benefits or maternity leave without pay as hereinafter specified.

2. Maternity Leave.

a. A maternity leave shall be available to female

teachers that are pregnant upon the following conditions:

(1) At least thirty (30) days prior to the beginning of the leave a teacher may apply to the Board.

(2) The application shall be in writing and request specific beginning and ending dates of the leave. A doctor's statement must be attached to the application where the health of the teacher may be a factor in final determination of the beginning and/or ending date of the leave.

(3) The Board reserves the right to specify the beginning and ending date of the leave to correspond with the beginning or ending of a school year, semester or marking period except the same shall not be in conflict with the doctor's statement of health.

(4) The Board may grant up to one (1) school year of maternity leave renewable in the discretion of the Board.

(5) Any maternity leave granted will be without pay, however, the teacher, upon return from the leave, shall have all previous benefits of this contract restored to her, but shall not accumulate any benefits while on such a leave.

(6) The provisions of a maternity leave shall not exempt a teacher from the provisions of the layoff procedure contained in this contract except the Board shall not be deprived to give notice of layoff for the duration of the maternity leave.

(7) If a teacher does not return to teaching upon the expiration of the leave, she shall conclusively be deemed to have resigned.

(8) Teachers returning from such a leave shall furnish medical evidence of their ability to perform their normal work assignments.

(9) Teachers may make written application for

extension of the maternity leave subject to the provisions of the initial request.

(10) A teacher may make written application to the superintendent for reinstatement prior to expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of maternity leave on basis of each individual case. The reasonable right of the Board of Education would be grievable.

L. Act of God Days Policy.

1. Sick Leave:

a. Sick leave will not be deducted if the Act of God falls on a prearranged sick leave.

2. Personal Business Leave:

a. Personal business day will not be deducted if the Act of God Day is the first day of a personal business leave day.

3. Funeral Leave:

a. Funeral leave day taken under Article X, Section D, will be deducted if an Act of God falls on a prearranged leave day and the individual uses that day for the purpose intended. The teacher will indicate to the building principal within two (2) days of returning from leave whether or not the leave was used.

b. Funeral leave taken under Article X, Section E, will not be deducted if the first day of such leave falls on an Act of God Day.

4. Non-Paid Leave Day:

a. If an Act of God Day falls on a non-paid day, the day will not be paid and will be treated as if the Act of God Day did not exist.

M. Attendance Incentives.

1. If the District wide per teacher average of combined

use of sick leave and personal business leave remains at or below 5.6 days per teacher per school year excluding 15 day illnesses, the following financial incentives shall be paid to the individual qualifying teacher:

0 Days Used = \$110, 1 Day Used = \$66,
2 Days Used = \$33.

If a teacher shall draw financial incentives two years in a row, the amount of the second year will be doubled. No teacher will be eligible to draw more than two times the amount specified (or i.e. \$220 total or \$132 total, or \$66 total). Teachers will not be eligible for incentive in a year they are on a leave of absence without pay..

2. Each teacher shall receive credit for one comp hour or its financial equivalent, for each unused personal business day each school year.

ARTICLE XI **PROTECTION OF TEACHERS**

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

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

C. Care of property and safety of pupils - Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be

individually liable to pupils and/or parents for injury in the case of negligence.

D. Assault - Any case of assault upon a teacher which had its inception in a school-centered problem shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s) administration shall promptly investigate the matter and determine suitable treatment for this assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult, who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.

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

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

G. Loss of time, injury at school - Any injury which arises out of or occurs in the course of employment of a teacher shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a workmen's compensation claim is to be filed. If a teacher is involved in an assault as mentioned in Paragraph D above, and the Board of Education determines that the teacher has acted within the scope of Board policy, the teacher will not suffer a loss of salary as a result of an injury incurred during the assault. In the event of an injury arising out of an assault, which occurred because

the teacher was not acting within the scope of Board policy, accumulated sick leave may be used. However, it is expressly understood that the teacher may be subject to disciplinary action by the Board of Education if the situation warrants same.

ARTICLE XII
NEGOTIATION PROCEDURES

- A. This Agreement shall automatically be renewed for one (1) full year after its termination date unless either party notifies the other in writing not more than one hundred twenty (120) days nor less than ninety (90) days prior to its termination that it wished to cancel the entire contract and enter into negotiation on a new contract.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.
- D. No Strike Clause with Penalty Provisions. The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the

term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

Further, it is agreed that in the event a strike or sanction is imposed against the Board of Education during the life of this contract, that its president and chairman of its negotiating team will, within twenty-four (24) hours after the commencement of said strike or sanction, publicity by means of radio, television or publications circulated within the district, denounce said strike or sanction as contrary not only to this Agreement, but the law and public policy of the State of Michigan and publicly state as aforesaid that it is not in keeping with the high standards of the profession of teaching. That in the event said strike or sanction continues for more than twenty-four (24) hours, it is hereby agreed that the Board of Education may obtain a judgment in a court of competent jurisdiction, the sum of not less than 1/45 of the then current State Aid, as stipulated damages to be levied against the Association and its members jointly and severally for each day that the strike thereafter continues.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this contract or written Board policy. The Association shall have the right to file a grievance where the alleged violation is system wide provided the one or more teachers affected thereby sign the grievance as hereinafter specified.

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

1. The termination of services of or failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation.
3. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act

prescribes a procedure or authorizes a remedy (discharge and/or demotion).

4. Class size may be grieved as specified in Article VIII A only to Level Three.

B. The Association shall designate one association representative per building to handle grievances when requested by the grievant, and shall notify the superintendent of the names of said representatives not later than September 15th of each school year. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.

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

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

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

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

E. Level One A teacher believing himself wronged by an alleged violation of the express provisions of this contract or written Board policies shall within six (6) days of its alleged occurrence file the grievance in writing with the building principal. Within three (3) days of receipt of the grievance the principal shall arrange a meeting with the grievant to discuss solutions to the grievance. Within five (5) days of the

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

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

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than three (3) days prior to the next regularly scheduled Board meeting.

Level Three Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance, provided however, that in no event

except with express consent of the Association shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the building principal for the building in which the grievance arose, and the secretary of the Association. In cases involving class size the matter shall be heard by a Board committee designated for that purpose. The committee shall hear any appeals from Level Two within fifteen (15) days of filing the appeal as specified in Level Two. The committee's recommendation for resolution shall be rendered in writing within ten (10) days of the conclusion of hearings. Thereafter, if the Association disagrees with the Committee's recommendation, it may appeal to the full Board of Education at it's next regular meeting.

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.

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

3. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or

subtract from the terms of this Agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of Board policy, nor review non-renewal nor new assignments of extra duties for extra pay as outlined in Schedule B.

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

4. Grievances of similar nature may not be considered except upon express written mutual consent.

5. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation. The decision of the arbitrator shall be binding on both parties.

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

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

ARTICLE XIV COMPLETION OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of the Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other

shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XV
INSURANCE

A. Health Insurance.

1. In the 1988-89 school year, the Board of Education will pay up to full-family Blue Cross-Blue Shield Master Medical Option IV 50/100 deductible 90/10 co-pay with Pre-100 Rider (Predetermination) and Prescription Drug Program 50 Co-pay or MESSA Super Med I/Care. The Board agrees to reimburse the \$50/100 person/family deductible at the end of each school year upon proof of payment.
2. Effective July 1, 1989, the Board will pay up to a 30% increase in the premiums paid in 1988-89 for MESSA Care/I, it being understood that the 30% increase may be distributed over the last 2 years of this contract. If premium costs exceed 30%, the Association shall have the right to elect one of the following options prior to the rate increase; first, continue the same coverage with payroll deduction for the balance of the excess over the 30%; second, agree to modify the coverage to bring the premium payments down to the Board contribution; or thirdly, to evenly reduce the salary schedule to reflect the cost of insurance increase over the 30%. In absence of Association's choice prior to the implementation of the rate increase, the Board shall implement payroll deduction.
3. The fully paid Blue Cross-Blue Shield coverage specified in A-1 will remain in effect for the life of this contract.
4. If payroll deduction is implemented, it shall commence with the first paycheck in September, retroactive to July 1, and be evenly distributed throughout the 21 or 26 pays for that school year.

B. During the life of the contract the Board shall provide not less than \$35,000.00 term life insurance for all teachers which shall include the \$5,000.00 term-life insurance provided MESSA subscribers. The plan shall include accidental death and dismemberment (AD & D) and waiver of premium (WOP).

C. The Board shall provide Delta Dental Plan E with orthodontic rider 0/7. The plan shall include internal and external coordination of benefits.

D. It is understood that as in the past, regularly employed part-time teachers shall be eligible for a prorata amount of all benefits in relation to their part-time duties as well as paying for either husband or wife if both are employed by the district but not duplicate coverage.

E. The Board shall provide Long Term Disability Insurance beginning at the 90th consecutive day of the same or related illness or disability and at a rate not to exceed 60% of the subscriber's salary in accordance with the following provisions:

1. Monthly maximum pay of \$2,000.00;
2. Social Security Freeze;
3. Rehabilitation clause (50% of Rehab offset);
4. Primary Social Security Offset;
5. No preexisting condition or eligibility waiting period;
6. Two (2) year own occupation clause.

F. In the event of the death of a bargaining unit member, the Board shall continue payments of the applicable contributions for either of the health insurance plans stated in paragraph A for the bargaining unit members' eligible dependents, who are presently receiving insurance at the time of the bargaining unit member's death, for a period of six (6) months, to begin on the first month following the date of death. Dependents must continue to meet all eligibility requirements established in the policy.

G. The Board shall provide Vision Care Insurance with the following provisions: Vision Testing Examinations (Visual Acuity tests, External examination of the eyes, Tonometry (glaucoma

test), Medications for dilating pupils and desensitizing eyes for tonometry, Binocular measure, Ophthalmoscope, Patient history) \$5.00 Co-Pay; Lenses (Standard size (less than 65mm diameter), glass or plastic, Single vision, Bifocal or trifocal, Tints (medical necessity and equivalent to rose #1 and #2), Frames (Standard size (holds standard lens), Metal, Plastic, Wire), \$7.50 Co-Pay; Contact Lenses (When medically necessary because eyeglasses cannot correct vision to 20/70 in better eye or certain other visual conditions exist, Hard lenses, Extended wear lenses, Single vision lenses, Bifocal lenses, Soft lenses, When not medically necessary, Plan will pay up to \$80.) \$7.50 Co-Pay.

ARTICLE XVI
TEACHER EVALUATION

- A. Evaluation Option. The teacher shall have the option of being evaluated on a periodic basis or being a participant in the professional growth plan. Current professional growth plan participants must complete their current cycle before exercising this option.
- B. Classroom Visitations. Principals will periodically visit classrooms in their buildings and evaluate teachers' effectiveness. The regular visitation form, completed by the principal, will be in triplicate, with copies going to the superintendent, the principal, and the teacher. A critique will be held within three (3) days between the evaluator and the teacher unless they mutually agree, in writing, to meet at a later date.
- C. Cooperative Evaluations. Probationary teachers will be evaluated at least three (3) times prior to April 1 by their building principal or may request one of these evaluations to be made by another building principal within the system. The building principal may also at his own option request another building principal to evaluate a probationary teacher. The regular visitation form will be used and a critique will be held. Elementary teachers shall be evaluated by elementary principals and secondary teachers shall be evaluated by secondary principals.

D. Professional Growth Plan. The administration shall implement the Professional Growth Plan for tenure teachers in addition to the standard teacher evaluation process. It is understood that the Professional Growth Plan will remain separated from the standard teacher evaluation process. The goal selected by the tenure teacher under the Professional Growth Plan shall not be used for evaluative purposes, but rather shall be used to promote the educator's self improvement. The Professional Growth Plan shall be implemented through a letter of understanding between the teacher and principal.

There shall be a periodic review of progress between the building principal and the teacher. The frequency and method of review will be agreed upon at the time of implementation. All professional growth plans shall be terminated by a final written report by the teacher to the principal which may or may not be shared with the teacher's department as determined by the teacher.

In the event an individual teacher has classes exceeding recommended class sizes (Article VII) for a portion of the instructional day exceeding forty (40%) percent of the individual teacher's assignment, provisions of the Professional Growth Plan may be extended one year at the option of that teacher.

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

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

1. Annual TB report and required medical information;
2. All teacher evaluation reports;

3. Copies of annual contracts;
4. Teacher certificate;
5. A transcript of academic records;
6. Tenure recommendation.

Any anecdotal information compiled during observations of teachers and not referred to in the written evaluation report at the end of the evaluation period or by June 30th annually shall not be referred to in subsequent evaluation.

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. If a teacher is asked to sign material placed in his file, such signature shall mean he is aware of the material, but shall not mean he is in agreement with the content of the material.

If the administration and the teacher both believe the material is in error, the material will be corrected or expunged from the personnel file, whichever is appropriate, and the erroneous material will be given to the teacher.

Should an arbitrator determine that the grieved material is in error, then the material found to be in error will be corrected or expunged from the personnel file, whichever is appropriate, and the erroneous material will be given to the teacher.

No teacher shall be reprimanded without just cause. It is understood that just cause shall not apply to any termination or reduction in compensation except as specified in the Teacher Tenure Act.

ARTICLE XVII **REDUCTION IN PERSONNEL**

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

B. The term "seniority" as hereinafter used shall mean the length of continuous employment with the Cadillac Board of Education as a teacher or administrator from last date of hire.

A teacher or administrator shall be "employed" for seniority purposes when performing services for the district for pay. Teachers or administrators on an unpaid leave of absence will accrue seniority during the leave of absence. Substitute teachers or reserve teachers shall not accumulate seniority while in that status. Teachers do not accrue seniority while on layoff.

Credit given for outside teaching experience shall not count for seniority purposes.

Previously accumulated seniority shall be forfeited if a teacher or administrator resigns or is terminated completely from employment with the district.

C. Probationary teachers shall not have seniority. Tenure teachers and administrators shall accumulate seniority from their last date of hire.

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

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

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

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

- a. Teachers within the system shall be given the

opportunity to elect a one-half 1/2) day assignment if the schedule permits for one school year. It is expressly understood that the teacher shall return to full time teacher status. The teacher may reapply for half time status each year.

b. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.

c. In the event seniority teachers must be laid off, it is understood that certification as required by the Department of Education shall be of paramount importance. No teacher will be retained that does not have the necessary certification and qualifications to fill the remaining positions as determined by the Board of Education.

Certification and qualification is required at the time of layoff.

Once the requirement of certification and qualification is satisfied, teachers will be laid off by seniority. Where seniority is equal, management will decide which teacher will be laid off on the basis of knowledge, skill and efficiency on the job as determined by the teachers' classroom visitations and summary evaluation, and consideration of extra curricular activities. It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list. It is expressly understood that administration shall not be required to

engage in creative scheduling to keep the most senior teachers on the staff.

d. Tenure teachers who have been notified of layoff may apply for reserve teacher status with the school district. If the superintendent accepts the application, the teacher shall then agree to substitute teach each day of the school year at no less than the substitute rate, and in addition thereto shall continue to receive insurance benefits as provided in the Master Agreement. Reserve teachers shall not accumulate seniority while in reserve status and shall be excluded from the bargaining unit.

F. RECALL. Seniority teachers shall be recalled in inverse order of layoff for full-time position openings for which they are certified and qualified, including those teachers who are on reserve teacher status.

G. The recall list shall be maintained by the Board for a period not to exceed three (3) years. Thereafter, a teacher shall lose his right to recall.

H. "Certified" shall be as required by the Department of Education to teach subject matter in all grades. Qualified shall mean that Cadillac Area Public Schools will require an endorsement to teach in physical education, vocal or instrumental music, sex education, and counseling or other state mandated endorsement. Endorsement is also required to teach library in grades 6-12 or any other category necessary to receive state aid or federal reimbursement.

ARTICLE XVIII **MISCELLANEOUS PROVISIONS**

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

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

C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Association Profession

in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Educational Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

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

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

F. If any provision of this Agreement or any application of 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.

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

H. Each teacher shall elect to be paid in twenty-six (26) or twenty-one (21) equal installments. Failure to notify the bookkeeper, in writing, by September 10 of each year shall result in the individual being paid in twenty-six (26) equal installments.

I. The CEA Executive Board will encourage and help solicit teachers to volunteer to assist with school activities.

ARTICLE XIX

This Agreement shall be effective as of the 20th day of September, 1988, and shall continue in effect for the three (3) year term of this Agreement until the 31st day of August, 1991. Thereafter, the Agreement shall automatically extend for one (1) full year unless either party notifies the other in accordance with Article XII A.

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

CADILLAC AREA PUBLIC SCHOOLS

CADILLAC EDUCATION ASSOCIATION

WEXFORD, OSCEOLA & LAKE COUNTIES

MEA/NEA

BY: Craig F. Warner
Its President
AND

BY: [Signature]
Its President
AND

BY: Michael A. [Signature]
Its Secretary

BY: Pamela J. [Signature]
Its Secretary

SCHEDULE A SALARY SCHEDULES

<u>STEP</u>	<u>B.A. Degree</u>			<u>M.A. Degree</u>		
	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
1	18,587	18,959	19,338	19,891	20,289	20,691
1.5	19,133	19,516	19,906	20,508	20,918	21,336
2	19,681	20,075	20,477	21,117	21,539	21,970
2.5	20,057	20,458	20,867	21,530	21,961	22,400
3	20,436	20,845	21,262	21,935	22,374	22,821
3.5	20,810	21,226	21,651	22,328	22,775	23,231
4	21,185	21,609	22,041	22,722	23,176	23,640
4.5	21,562	21,993	22,433	23,134	23,597	24,069
5	21,937	22,376	22,824	23,548	24,019	24,499
5.5	22,407	22,855	23,312	24,055	24,536	25,027
6	22,877	23,335	23,802	24,560	25,051	25,552
6.5	23,347	23,814	24,290	25,063	25,564	26,075
7	23,815	24,291	24,777	25,569	26,080	26,602
7.5	24,379	24,867	25,364	26,174	26,697	27,231
8	24,944	25,443	25,952	26,779	27,315	27,861
8.5	25,757	26,530	27,326	27,654	28,484	29,339
9	26,326	27,116	27,929	28,263	29,111	29,984
9.5	26,895	27,702	28,533	28,877	29,743	30,635
10	27,462	28,286	29,135	29,490	30,375	31,286
10.5	28,450	29,304	30,183	30,532	31,448	32,391
11	30,295	32,113	34,040	32,494	34,444	36,511

ADDITIONAL SCHEDULE A PROVISIONS

1. Longevity. For all teachers commencing their 16th year of service in the Cadillac Area Public Schools, in addition to the salary stated at Step 11, they shall receive an additional \$700 if on the B.A. Schedule or \$800 if on the M.A. Schedule. For all teachers commencing their 21st year of service in the Cadillac Area Public Schools, in addition to the salary stated at Step 11, they shall receive an additional \$900 if on the B.A. Schedule or \$1000 if on the M.A. Schedule. A year may commence at the end of a semester with the dollar amount paid to be one-half of the annual dollars paid for longevity.

2. The Board will pay the teachers' retirement of five (5%) percent.

SCHEDULE B

A. Extra pay for extra duty (% of B.A. Scheduled based on experience in actual field .

B. If a Schedule B duty is discontinued or reduced during the school year, while services are being rendered, payment will be made on a pro-rata basis for the number of days served in relation to total activity period.

HEAD COACHES

Football	12%
Basketball (Boys & Girls)	12%
Track (Boys & Girls)	10%
Baseball	10%
Gymnastics	10%
Wrestling	10%
Skiing	10%
Softball	10%
Tennis	7%
Golf	7%
Cross Country	7%
Cheerleading - Var/JV/9	9%
Varsity/JV	7%
Freshman - Team Only	4%

ASSISTANT COACHES

Football	9%
Basketball	9%
Basketball (Freshman)	7%
Track	7%
Baseball	7%
Gymnastics	7%
Wrestling	7%
Skiing	7%
Softball	7%
ATH. TRAIN/FALL/WIN/SPRING	5-7%
CROSS COUNTRY	4%

ADVISORS:

Senior Class Chairperson	2.5%
Ass't. Chair.	1.5%
Junior Class Chairperson	3.0%
Ass't. Chair.	2.0%
Sophomore & Freshman Class	
Chairperson	1.5%
Ass't. Chair.	1.0%
H.S. Student Council Chairperson	
M.S. Student Council Chairperson	
H.S. & M.S. Student Council Ass't. Chair	1.0%

OTHER POSITIONS

School Bank	10%
Debate	6%
Forensics	6%
Marching Band H.S.	4-6%
Concert & Symphony /Sec.	3%
Jazz Band	2-4%
6th	2%
7th, 8th / Sec	3%
Elementary Bands	2%
Marching Band Assistant	3-4%
Percussion, Flags Ass't. ea.	3%
Concert & Symphony Ass't	3%
Pep Bands	1.5%
Honors Choir	2-4%
7-12 Choirs / Sec.	2%
6th Gr. Choir (Per Section)	1%
El. Choir/Bldg./Teacher	1%
Musical Director	5%
Ass't Musical Director	3%
Drama	4%
Newspaper (S.H.)(1)	6%
Newspaper (M.S.)	6%
Yearbook(S.H.)	11%
Yearbook (M.S.)	7%
CLUB ADVISORS	\$100.00
Intramural Dir. M.S.	10%
Intramural Programs	\$7.50hr
Driver Education 88/89	\$11.00hr
" " 89/90	\$11.50hr
" " 90/91	\$12.00hr
NATIONAL HONOR SOCIETY	\$250.00
TEACHER LEADER (+)	2%
O.M. COACH	\$100.00
Dept. Chairperson	\$300.00
SCIENCE FAIR BLDG	\$100.00
Library Teacher	\$9.00hr

FOOTNOTES:

1. If class time is provided for newspaper and/or yearbook at either level, rate would be reduced by 1%.
2. Use of Driver Training cars by Instructors is not a guarantee of this contract and is subject to requirements of car deals of Cadillac School District.
3. Teacher Leader is defined in the curriculum model, Level 6.

*The Board may grant additional compensation for outstanding performance.

1988 CADILLAC AREA PUBLIC SCHOOLS

1989

	S	M	T	W	T	F	S
AUGUST		1	2	3	4	5	6
	7	8	9	10	11	12	13
T-4	14	15	16	17	18	19	20
P-3	21	22	23	24	I	26	27
	28	29	30	31			

	S	M	T	W	T	F	S
SEPTEMBER					1	2	3
	4	LH	6	7	8	9	10
T-21	11	12	13	14	15	16	17
P-21	18	19	20	21	22	23	24
	25	26	27	28	29	30	

	S	M	T	W	T	F	S
OCTOBER	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
T-21	16	I	18	19	20	21	22
P-20[43]	23	24	25	26	27	[28]	29
	30	31					

	S	M	T	W	T	F	S
NOVEMBER			1	2t	3	4	5
	6	7	8	ace	pe	11	12
T-19.5	13	14	DV	16	17	18	19
P-19	20	21	22	23	H	V	26
	27	28	29	30			

	S	M	T	W	T	F	S
DECEMBER					1	2	3
	4	5	6	7	8	9	10
T-16	11	12	13	14	15	16	17
P-16	18	19	20	21	22	H	24
	25	V	V	V	V	V	31

	S	M	T	W	T	F	S
JANUARY	1	V	3	4	5	6	7
	8	9	10	11	[12]	R*	14
T-21	15	16	17	18	19	20	21
P-20[44]87	22	23	24	25	26	27	28
	29	30	31				

	S	M	T	W	T	F	S
FEBRUARY					1	2	3
	4	5	6	7	8	9	10
T-19	11	12	13	14	15	16	17
P-19	18	19	PH*	21	22	23	24
	25	26	27	28			

	S	M	T	W	T	F	S
MARCH					1	2	3
	4	5	6	7	8	9	10
T-17	11	12	13	14	15	16	17
P-17[48]135	18	19	20	21	22	[23]	GFV25
	24	25	26	V	V	V	V

	S	M	T	W	T	F	S
APRIL	2	3	4	5t	6	7	8
	9	10	11	ac	ae	14	15
T-20.5	16	17	18	19	20	21	22
P-20	23	24	25	26	27	28	

	S	M	T	W	T	F	S
MAY					1	2	3
	4	5	6	7	8	9	10
T-22	11	12	13	14	15	16	17
P-22	18	19	20	21	22	23	24
	25	26	27	28	MH	30	31

	S	M	T	W	T	F	S
JUNE					1	2	3
	4	[5]	R*	7*	8*	9*	10
T-3.5	11	12*	13*	14*	15*	16*	
P-3[45]180							

- * = Possible Make-Up Days
- = School For Pupils & Teachers
- T = Teacher Days/Mo., 184.5/Yr.
- P = Instruction Days/Mo. [9 Wks] YTD
- [] = End Of 9 Wk. Period-School All Day
- ace = School K-5th 9:00 AM -12:00 PM Conferences 1-4, 6-9 PM
6-12th 8:30 AM -11:30 AM Conferences 1-4, 6-9 PM
- pe = School K-5th 12:30-3:35 PM Conferences 6-9 PM
6-12th 12:00-2:55 PM Conferences 6-9 PM
- ac = School K-5th 9:00 AM-12:00 PM Conferences 1-5 PM
6-12th 8:30 AM-11:30 AM Conferences 1-5 PM
- ae = School K-5th 9:00 AM-12:00 PM Conferences 5-9 PM
School 6-12th 8:30 AM-11:30 AM Conferences 5-9 PM
- t = Conference Prep Time, Elementary Pupils Dismissed at 2:05 P.M.
- H-V = Holiday or Vacation (No school for pupils or teachers)
- I-R = Inservice-Workday for Teachers (No school for pupils)

1989 CADILLAC AREA PUBLIC SCHOOLS 1990

	S	M	T	W	T	F	S
AUGUST			1	2	3	4	5
	6	7	8	9	10	11	12
T-5	13	14	15	16	17	18	19
P-4	20	21	22	23	I	25	26
	27	28	29	30	31		

	S	M	T	W	T	F	S
SEPTEMBER						1	2
	3	LH	5	6	7	8	9
T-20	10	11	12	13	14	15	16
P-20	17	18	19	20	21	22	23
	24	25	26	27	28	29	

	S	M	T	W	T	F	S
OCTOBER	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
T-22	15	I	17	18	19	20	21
P-21[43]	22	23	24	25	26	[27]	28
	29	30	31				

	S	M	T	W	T	F	S
NOVEMBER				1t	2	3	4
	5	6	7	ace	pe	10	11
T-19.5	12	13	14	DV	16	17	18
P-19	19	20	21	22	H	V	25
	26	27	28	29	30		

	S	M	T	W	T	F	S
DECEMBER						1	2
	3	4	5	6	7	8	9
T-16	10	11	12	13	14	15	16
P-16	17	18	19	20	21	22	23
	24	H	V	V	V	V	30
	31						

	S	M	T	W	T	F	S
JANUARY			H	V	3	4	5
	6	7	8	9	10	11	12
T-21	13	14	15	16	17	[18]	R*
P-20[49]92	20	21	22	23	24	25	26
	27	28	29	30	31		

	S	M	T	W	T	F	S
FEBRUARY						1	2
	3	4	5	6	7	8	9
T-19	10	11	12	13	14	15	16
P-19	17	18	PH*	20	21	22	23
	24	25	26	27	28		

	S	M	T	W	T	F	S
MARCH						1	2
	3	4	5	6	7	8	9
T-17	10	11	12	13	14	15	16
P-17[44]136	17	18	19	20	21	22	[23]
	24	25	V	V	V	V	V

	S	M	T	W	T	F	S
APRIL	1	2	3	4t	5	6	7
	8	9	ae	ac	12	GFV	14
T-20.5	15	16	17	18	19	20	21
P-20	22	23	24	25	26	27	28
	29	30					

	S	M	T	W	T	F	S
MAY			1	2	3	4	5
	6	7	8	9	10	11	12
T-22	13	14	15	16	17	18	19
P-22	20	21	22	23	24	25	26
	27	MH	29	30	31		

	S	M	T	W	T	F	S
JUNE						1	2
	3	[4]	R*	6*	7*	8*	9
T-2.5	10	11*	12*	13*	14*	15*	
P-2[44]180							

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- P** = Instructional Days/Mo.[9 Wks.]YTD
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1990

CADILLAC AREA PUBLIC SCHOOLS

1991

S M T W T F S

AUGUST

			1	2	3	4	
	5	6	7	8	9	10	11
T-4	12	13	14	15	16	17	18
P-3	19	20	21	22	23	24	25
	26	I	28	29	30	31	

SEPTEMBER

							1
	2	LH	4	5	6	7	8
T-19	9	10	11	12	13	14	15
P-19	16	17	18	19	20	21	22
	23	24	25	26	27	28	29

OCTOBER

		1	2	3	4	5	6
	7	8	9	10	11	12	13
T-23	14	I	16	17	18	19	20
P-22	21	22	23	24	25	26	27
	28	29	30	31			

NOVEMBER

				1	[2]	3	
	4	5	6	7t	8	9	10
T-19.5	11	ace	pe	14	DV	16	17
P-19[46]	18	19	20	21	H	V	24
	25	26	27	28	29	30	

DECEMBER

							1
	2	3	4	5	6	7	8
T-13	9	10	11	12	13	14	15
P-13	16	17	18	19	V	V	22
	23	H	H	V	V	V	29
	30	V					

S M T W T F S

JANUARY

			H	2	3	4	5
	6	7	8	9	10	11	12
T-22	13	14	15	16	[17]	R*	19
P-21[42]88	20	21	22	23	24	25	26
	27	28	29	30	31		

FEBRUARY

							1	2
	3	4	5	6	7	8	9	
T-19	10	11	12	13	14	15	16	
P-19	17	PH	19	20	21	22	23	
	24	25	26	27	28			

MARCH

							1	2
	3	4	5	6	7	8	9	
T-16	10	11	12	13	14	15	16	
P-16[44]132	17	18	19	20	21	[22]	23	
	24	V	V	V	V	GFV	30	

APRIL

		1	2	3t	4	5	6	
	7	8	9	ac	ae	12	13	
T-22.5	14	15	16	17	18	19	20	
P-22	21	22	23	24	25	26	27	
	28	29	30					

MAY

				1	2	3	4	
	5	6	7	8	9	10	11	
T-22	12	13	14	15	16	17	18	
P-22	19	20	21	22	23	24	25	
	26	MH	28	29	30	31		

JUNE

							1	
	2	3	4	5	[6]	R*	8	
T-4.5	9	10*	11*	12*	13*	14*	15	
P-4[48]180								

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- I-R = Inservice-Workday for Teachers (No school for pupils)

STATEMENT OF INTENT

To Teaching Staff:

It is important at this time of year that the school district have an indication of possible faculty vacancies for the next year.

It is also helpful to building principals to know what staff plans are for the coming year, and if any change of assignment is desired.

As is required in ARTICLE IX, Section D, of the present contract, the following is being submitted.

Please check one of the following:

- I plan on retiring from the teaching profession at the end of this school year.
- I plan to return to Cadillac Area Public Schools next year.
- I am presently undecided about next year's employment.
- I desire a change in teaching assignment, or building transfer within the school system next year. Please contact me for further discussion on a transfer.
- I would like to be considered for an administrative position if one becomes available.
- I wish to work part-time for the next one, or two or three school years - Article VII, D.
Or
- I wish to return to full-time for the next school year or possibly the year after next.
- Other _____

Faculty Signature

Thank you for your consideration in filling out this form. Your contract requires the distribution of this form to all faculty staff by February 15, and its return to the building principal by the 28th of February. Thereafter, but not later than March 15, the Board of Education shall post the vacancies indicated, as required in Article IX, Section D.

Sincerely,

Dr. Fred E. Carroll
Superintendent of Schools

SCHEDULE D
ADDENDUM ADHSC

CADILLAC AREA PUBLIC SCHOOLS
AND
CADILLAC EDUCATION ASSOCIATION
FOR
ADULT DAYTIME HIGH SCHOOL COMPLETION PROGRAM TEACHERS
AUGUST 25, 1988 TO AUGUST 30, 1991

AGREEMENT

Current Contract Language

ARTICLE I - RECOGNITION

Current Contract Language

ARTICLE II - BOARD RIGHTS

Current Contract Language

ARTICLE III - ASSOCIATION RIGHTS

Current Contract Language

ARTICLE IV - FAIR EMPLOYMENT PRACTICES

Current Contract Language

ARTICLE V - COMPENSATION AND SCHOOL CALENDAR

- A. N/A
- B. Current Contract Language
- C. N/A
- D. N/A
- E. Current Contract Language
- F. Current Contract Language
- G. The calendar will be set by the administration, provided it is economically feasible within the program based upon current practices, 165 student days and 180 teacher days.
- H. The hourly wages of ADHSC Teachers covered by this agreement are set forth in Schedule A - ADHSC, which is attached to and made part of this Agreement.

ARTICLE VI - TEACHING HOURS

- A. N/A - Except: Non-teaching time shall be for preparation, consultation, planning, professional work with other staff, administrators, parents, and students, and other work related to the teacher's assignment. Teachers may make use of such time for other necessary purposes when mutually agreed by the principal and teacher. Abuse and misuse of the time given to teachers for conference and preparation will be considered for disciplinary action.
- B. Current Contract Language, plus: ADHSC Program Teachers shall receive their hourly rate for attendance at required meetings and/or activities.
- C. Current Contract Language
- D. Current Contract Language
- E. N/A.
- F. ADHSC Program Teachers shall be paid for conferences and preparation time on a pro-rata basis of up to one and one quarter (1 1/4) hour for teaching five (5) classes.
- G. In the 1985-86 school year, snow days will change in accordance with the state law to make up such days.

ARTICLE VII - TEACHING LOADS AND ASSIGNMENT

Current Contract Language

ARTICLE VIII - TEACHING CONDITIONS

Current Contract Language

ARTICLE IX - VACANCY AND PROMOTION

Current Contract Language

ARTICLE X - LEAVES OF ABSENCE

Current Contract Language

ARTICLE XI - PROTECTION OF THE TEACHERS

Current Contract Language

ARTICLE XII - NEGOTIATION PROCEDURES

Current Contract Language

ARTICLE XIII - GRIEVANCE PROCEDURE

Current Contract Language

ARTICLE XIV - COMPLETION OF AGREEMENT

Current Contract Language

ARTICLE XV - INSURANCE

- A. Current Contract Language, plus:- Each ADHSC Program Teacher may select either of the two above stated plans. However, the Board will pay the amount of whichever is the less expensive of the two. Should a ADHSC Program Teacher choose the more expensive of the two, he/she shall pay the difference.
- B. Current Contract Language
- C. Current Contract Language
- D. Current Contract Language
- E. Current Contract Language
- F. Current Contract Language
- G. Current Contract Language

ARTICLE XVI - TEACHING EVALUATION

- A. Current Contract Language
- B. Current Contract Language
- C. Current Contract Language
- D. Current Contract Language
- E. Current Contract Language
- F. Current Contract Language, except F-6, "Tenure recommendation", not applicable
- G. No ADHSC Program Teacher shall be disciplined without just cause. The term "Discipline" as used in this agreement includes written reprimands, suspensions with or without pay, or discharge. Any such discipline shall be subject to the grievance procedure.

ARTICLE XVII - REDUCTION IN PERSONNEL

A-H. N/A

I. SENIORITY

1. New employees hired into the unit as teachers in the Adult Daytime High School Completion Program shall be considered as probationary teachers. Beginning with the 1984-85 school year, certified teachers employed by the district shall serve a minimum of two (2) years as probationary employees. ADHSC Program employees on staff when this agreement is ratified will be excluded from this provision. Newly hired teachers who have not achieved tenure in another Michigan School District shall be subject to a third year of probation at the

discretion of the Board. Tenure is not granted to ADHSC Program Teachers.

2. The term "seniority" as hereinafter used shall mean length of continuous employment in the Adult Daytime High School Completion Program by the District as a teacher from the last date of hire with this program. Seniority within the ADHSC Program shall not accrue nor be forfeited if a teacher leaves the program and is employed in another teaching or administrative capacity for Cadillac Area public Schools.

A teacher shall be "employed" for seniority purposes when performing ADHSC Program teaching services in the district for pay. Teachers on an unpaid leave of absence will accrue seniority during the leave of absence. Substitute teachers or reserve teachers shall not accumulate seniority while in that status. Credit for outside the district teaching experience shall not count for seniority purposes. Teachers do not accrue seniority while on layoff.

3. Probationary teachers shall not have seniority. Seniority teachers shall accumulate seniority in the Adult Daytime High School Completion Program only while employed in said program or on a paid leave of absence from the program.

4. The District shall prepare a seniority list of teachers in the Adult Daytime High School Completion Program by semesters of employment in this program as a teacher from the last date of hire and transmit a copy to the Association on or before the first day of November and March of each year of this contract.

5. An employee shall lose his/her seniority for the following reasons only:

- a. The employee quits or retires.
- b. The employee is discharged or terminated.
- c. The employee does not return upon recall within fifteen (15) working days after notification has been sent.

6. The seniority list herein is solely for those in the classification of Adult Daytime High School Completion Teachers and conversely the K-12 Teacher Seniority List (Ref. K-12 Article XVII, D) is for their classification, and thus, seniority rights may not be transferred between seniority lists.

J. LAYOFF AND RECALL

1. It is within the sole discretion of the District to reduce the work force in a given program. The order of reduction shall be:

- a. Probationary teachers shall be laid off first.
- b. In cases involving seniority teacher, the order of reduction shall be by the teacher with the least seniority of those with

certification, endorsements, and qualifications for the position reduced.

- c. Where seniority is equal, management will decide which teacher is to be laid off on the basis of knowledge, skill, and efficiency on the job, as determined by the teachers classroom visitations and summary evaluation, and consideration of extra curricular activities. It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list. It is expressly understood that the administration shall not be required to engage in creative scheduling to keep the most senior teachers on the staff.

2. In the event a teacher is laid off, he/she is precluded from bumping any probationary or tenure teacher in the K-12 Day School Program. As in reverse, for any reduction or layoff of K-12 Day School Teachers, such teachers shall be precluded from bumping any teacher in the Adult Daytime High School Completion Program. (Subject to seniority clause covered in Article XVII, Section I, Paragraph 2, above.)

3. Any teacher on layoff shall be recalled according to seniority, to the first vacancy in the program, provided the teacher has the certification, endorsements, and qualifications for the position available.
4. The District shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at the teacher's last know address. It shall be the responsibility of each teacher to immediately notify the District of any change in address. The recall list shall be maintained by the District for a period not to exceed three (3) years, thereafter a teacher shall lose his/her right to recall.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

Current Contract Language

