
MASTER AGREEMENT

BETWEEN

CADILLAC AREA PUBLIC SCHOOLS

AND

CADILLAC EDUCATION ASSOCIATION, MEA/NEA

September 1, 2011 - August 31, 2012



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Agreement

This Agreement entered into this July 11, 2011, 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 negotiate 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, adult daytime high school completion teachers, alternative education program teachers, and school social workers employed by the Board, excluding there from 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 non-certified employees.

- 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 and alternative education program teachers' rights which shall be as defined in the addenda 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. Association Dues:

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, OR
 - c. If contributions to a union violates a teacher's religious convictions, the representation benefit fee shall be paid into a fund administered by the Association and used exclusively towards the student assistance fund purposes. 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 non-union bargaining unit member by the Association), and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such procedures, including any administrative or judicial review thereof, having 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.
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. Annual authorization for political contributions shall be filed by the employee.
 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 or 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.
 15. The Association shall reimburse the Board the administrative cost of one dollar (\$1.00) per participating employee for political contribution payroll deductions.

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 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.

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 member including building representatives, 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 their duty station. Further, any representative not 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 or distribute the notices to teachers; however, all such notices shall be signed. No notices or advertisements dealing with issues or candidates in a public election shall be distributed on school grounds. 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 parties specifically recognize the right of the other party to appropriately invoke the assistance of the Michigan Employment Relations Commission 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 Liaison Committee to consist of the four (4) elected CEA officers and/or negotiators and an equal number of administrators shall be created to meet regularly during the school year to discuss problems of mutual interest.

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, disability unrelated to the ability to perform the duties of the position, 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 his/her 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, national origin or disability.
- 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 and school social workers covered by this Agreement are set forth in Schedule A which is attached to and made a part of this Agreement.
 - 1. A teacher or school social worker who fulfills the requirements for a Master Degree in a program related to their current, past or future teaching, counseling, administration assignment 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. Any teacher who is currently being paid on the Masters Schedule A as of September 1, 2003 will continue to be paid at the Masters Schedule A. The degree must be from an accredited university. Credit hours for the salary schedule must be earned after the completion of receipt of the initial teacher certification.

2. The Board may 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 judgment 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 is set forth in Schedule B. All duties contained in Schedule B are subject to reassignment at the discretion of the Board of Education and shall not be subject to a grievance. Layoff, release or discontinuance of a Schedule B position shall not be construed as a demotion under the Teacher Tenure Act or subject to the grievance process.
- C. A teacher teaching an extra class in lieu of a preparation period for a semester/trimester or longer shall receive one-fifth (1/5) in a six (6) period day, or one-fourth (1/4) in a five (5) period day of his/her contractual salary on a pro rata basis. No teachers shall be required to teach an extra class instead of a VIP or Advisory Period. A teacher with five (5) sections of the following will be defined as a core teacher: English, Reading, and Language Arts, Math, Science, Civics and Government, Economics, History and Geography.
- D. When a teacher instructs an extra class on an ad hoc basis (substitutes for another teacher) in lieu of a preparation period, he/she shall receive twenty dollars (\$20.00) per hour. Comp time for substituting will be calculated in fifteen (15) minute intervals using a rounding up process. The teacher shall have the option of taking an excused absence day after substituting the equivalent of six (6) hours. 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 and elementary teachers shall be allowed comp hours as follows: one (1) hour of comp time when requested to attend Winter Sing when outside the workday; one (1) hour comp time when requested to attend Spring Sing when outside the workday; one (1) hour comp time for each hour when requested to attend Sixth Grade Student/Parent Orientation; one (1) hour of comp time for each hour requested to work for Kindergarten Student/Parent Visitation; one (1) hour of comp time per day and pay for other hours over one (1) hour to attend Kindergarten conferences beyond the normal work day conference hours; one (1) comp hour per semester for participation in a Parent Activity Night, one (1) hour of comp will given to attend open house, one (1) hour of comp time to attend parent/student orientation. Participation means more than just attendance; the elementary teacher must have some responsibility in dealing with students and/or parents. Comp time will not be provided during field trips or during performances at the auditorium. A substitute shall be provided in all team teaching situations when possible so teachers will

only receive comp time if a substitute is not available. Failure to request a substitute shall negate the eligibility for the team teacher to receive comp time. Middle school teachers will not receive comp time during the absence of exploratory teachers. Counselors shall not be eligible to receive over one (1) hour of comp time per day.

Comp time rules:

1. Comp time accumulated in excess of twenty (20) hours will be paid.
2. No more than four (4) school days of comp time and personal business days may be taken in succession, it being understood that Thursday, Friday, Monday, Tuesday, is permissible but not Wednesday, Thursday, Friday, Monday, Tuesday, etc. Exceptions may be made with prior approval from the supervisor.
3. Arrangements for use of time between the principal and the teacher must be complete at least three (3) workdays prior to its use. Comp time to be used before or after a scheduled recess shall be scheduled with the principal thirty (30) calendar days prior to the first day of absence.
4. Teachers may not use accumulated comp time during the first week of a school year, and no more than ten percent (10%) of the building staff may be gone the day before a scheduled recess or no more than ten percent (10%) of the building staff may be gone the day after a scheduled recess.
5. For the following recess periods, comp time will be approved on a first come, first serve basis:
 - a. Friday before Labor Day
 - b. Labor Day (except as otherwise limited above)
 - c. Opening day of deer season (before or after)
 - d. Thanksgiving
 - e. Presidents' Day
 - f. Good Friday (if not included during spring recess)
 - g. Memorial Day
6. For the Christmas recess and spring recess, the following procedure will be implemented (subject to the limitation above):
 - a. Persons interested in being considered for approval to use comp time for the day(s) before or the day(s) after the recess period will be eligible if they have a minimum of six (6) hours comp time at the time of submitting a request to use comp time. The request must be submitted thirty (30) calendar days prior to the beginning of the recess.
 - b. With the current established list, new teachers will be added to the bottom of the list based on the date of hire. Staff who have used comp time will be added to the bottom of the list in the order they were originally drawn.
 - c. Any person on the established list who falls below six (6) hours of comp time available thirty (30) days before the recess period, will be passed over but will maintain his/her position on the list.
 - d. The Association representative and the principal will meet thirty (30) days prior to the beginning of the recess period to determine those eligible/ineligible and make the award. (Send notice to all staff).
 - e. A person who has been awarded a slot shall confirm within twenty-four (24) hours to the principal and Association representative the use of the day(s). A person once awarded the day(s) may pass and remain at the top of the list for future recess periods.

- f. This is a continuing rotating procedure and the single list will cover both the Christmas recess and spring recess.
 - 7. Itinerant teachers will be included for all recess periods in the building where they are recorded in the annual staff directory published by the central office. However, the ten percent (10%) will include teachers only from that directory.
 - 8. None of the ten percent (10%) of the slots not used in a building may be transferred to another building or another recess period. For the Christmas and spring recess periods none of the ten percent (10%) will be available to teachers that didn't apply thirty (30) days in advance
- 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 his/her own vehicle for official school business at the request of the supervisor shall be reimbursed at the IRS 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.
- G. Free sports passes will be distributed at the beginning of each school year to members of the faculty and their immediate family for school-sponsored athletic events.
- H. In order to facilitate staff development, the Association and the administration shall jointly plan and schedule inservice meetings through the building school improvement committee. The committee shall carry out the foregoing, it being understood that the committee should schedule inservice at times other than the daily contractual obligation time which may include evenings, or during the summer months.

Attendance at inservices outside the daily contractual obligation time shall be voluntary. All notices of inservice outside the daily contractual obligation time will be clearly marked as "non-paid" or "paid". Teachers shall be paid sixteen dollars (\$16.00) per hour to attend the approved paid inservices outside of the daily contractual obligation time. The administration may require individual teachers to attend additional inservices as deemed necessary through adverse evaluation(s). Probationary teachers' contractual obligation shall include five (5) days of inservice for each of three (3) years to meet the requirements for professional development under School Code 380.1526. During the three (3) year period these fifteen (15) days may all be beyond the school calendar (for teachers); however, seven (7) days shall be compensated at the inservice rate up to six (6) hours per day or by release time if during school hours. Any qualifying inservice for which college/university credit is earned, the probationary teacher shall forfeit compensation in lieu of the earned credit. Tenure teacher's contractual obligation shall include the number of professional development days required under section 380.1527 of the school code as amended.

- I. The administration will use the posting process as specified in Article IX, to seek teacher volunteers to work on special projects during the school year outside the regular school day or during the summer months. Volunteers will be paid at the rate of twenty four dollars (\$24.00) per hour. Any payment under this section will be for only extraordinary work and

must be declared in advance on the posting by the administration before asking for volunteers. The filling of positions for summer school or non school year work will not be subject to the grievance procedure.

- J. Teachers who agree to accept students under an independent study format shall be paid six hundred dollars (\$600.00) per semester/trimester per student. If two (2) students are involved in the same course and credit with the same teacher, the teacher shall be paid eight hundred dollars (\$800.00) total per semester/trimester. Teachers working under this format will be asked to keep a log of all hours spent working with the student(s). Payment shall not be made until the log showing the completion of the work is submitted to the building principal. If a student fails to complete the program once it is started, the teacher shall be paid a pro rata amount as determined by the building principal, assistant superintendent for curriculum and the teacher.
- K. Teachers who voluntarily make home visits to at least 75% of their students, with prior administrative approval, will receive two hundred (\$200.00) dollars. Payment shall not be made until the log showing the completion of the work is submitted to the building principal.

Article VI **Teaching Hours**

- A. All teachers shall have a daily six (6) hour and forty-five (45) minute contractual obligation and in addition thereto a duty free lunch period of not less than thirty-five (35) minutes for teachers in elementary schools and thirty (30) minutes for teachers in middle school, junior high 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 period shall be as specified by the administration, but shall be between the hours of 8:00 A.M. and 4:30 P.M. for grades K-5 and 7:00 A.M. and 4:30 P.M. for grades 6-12.

The daily average teaching load for each teacher shall not exceed five (5) hours and twenty-five (25) minutes. It is expressly understood that the daily average teaching load may deviate three (3) minutes either way without a violation of the contract.

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.

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 teacher's assignment including travel for itinerant teachers. Teachers may make use of such time for other necessary purposes when mutually agreed by the principal and teacher. Within the parameters of non-teaching time, all teachers shall be provided with an average of fifty (50) minutes per day preparation time. In the secondary buildings preparation time is equal to a class period.

Itinerant teachers shall not be required to travel during their thirty-five (35) minute lunch period. Further, principals shall work together to schedule significant blocks of preparation time when sharing itinerant teachers.

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) hours and thirty (30) minutes, except as provided in Paragraph B of Article VI.
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. Each school at all levels shall schedule Spring and Fall Parent-Teacher Conferences which shall provide for a scheduled appointment with at least one of the pupil's teachers.
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, school social workers, librarians, and counselors shall have flexible preparation time, as approved by the building principal, equal to that provided for regular classroom teachers.
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 wish to teach the specialist classes. If substitutes are unavailable, the teacher shall instruct the specialist's class of students. If elementary teachers are deprived of preparation time due to absence of the specialist, the teacher shall be reimbursed at the rate of twenty dollars (\$20.00) per hour or receive comp time. 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 twenty-five (25) minutes beginning July 1, 2005. Beginning in the 2005-2006 school year it shall not serve to increase their daily average teaching load beyond five (5) hours and twenty-five (25) minutes, or as changed in Section A above. 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 up to one hundred twenty (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 including inservices may require the teacher to work outside the daily contractual time. 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 three (3) meetings per month ending one hour after the daily contractual obligation time except for one meeting per month that may last until six (6:00) P.M. Attendance after the one hour shall be voluntary except for the one meeting per month that may last to six (6:00) P.M. and teachers shall be notified one (1) week in advance of this meeting. Bargaining unit members involved in Schedule B activities shall attend or make up meetings and inservices as rescheduled with the building principal.
- C. Each teacher shall be required to attend parent-teacher conferences and open houses, but attendance at PTO will be voluntary.
- D. Each teacher, with the exception of those teachers who volunteer for paid duty in the amount of nine dollars and seventy-five cents (\$9.75) for 2011-2012 for each thirty (30) minute lunch period; shall have not less nor more than the equivalent time received by students of duty-free, uninterrupted lunch daily, except teachers' lunch hours shall be thirty (30) minutes in grades 6-12 and thirty five (35) minutes in grades K-5. It is expressly understood that these lunch periods may be staggered in accordance with scheduling by the building principal.
- E. Act of God Days:
 - 1. With the consent of the Association, the Board or administration may use "snow days" or inclement weather days for inservice training. On such days the inservice shall begin no earlier than 9:00 A.M. and will end no later than 2:00 P.M. The Board reserves the right to alter the school calendar in order to achieve the minimum number of hours and days of student instruction required by state law. The Board prefers make up days, if needed, occur as consecutive weekdays immediately following the previously scheduled last day of instruction.
 - 2. Teachers will report thirty (30) minutes 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 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 and "highly qualified" requisites. 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/her teaching certificate or major or minor field of study and "highly qualified" requisites 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. Full time teachers who request one-half (1/2) or a fraction of full time day after January 1, 2001 may return to full time if a position is available that they are certified and qualified to teach. The District will not be required to lay off teachers to make positions available.
- D. Teachers hired part-time may apply for full-time, but the Board is not obligated to place them on full-time or additional time.
- E. The Board and the Association recognize that being assigned a combination class, while sometimes necessary, creates new and different problems for the classroom teacher. Accordingly, when combination rooms are deemed necessary by the administration, the following standards shall be observed:
1. No teacher shall be assigned a combination classroom more than two (2) years in a row without his/her consent.
 2. The student makeup of the classes for combination rooms will be finalized only after input from the grade level classroom teachers who are sending the students and those who are receiving the students. This input shall attempt to achieve an equitable distribution of academic ability and socioeconomic background of students. The makeup of the combination class will be subject to the final approval of the building principal.
- F. It shall be understood that "team-teaching" exists when two or more teachers share the same instructional time with the same students. Any team member who deems their team teaching assignment to be unsatisfactory shall give their concerns in writing to the building principal but the decision is not subject to the grievance procedure. The building principal will address the concerns and respond in writing. A team member can request a meeting with administration to address his/her concerns.

Article VIII **Teaching Conditions**

- A. Class Size
1. General Rules
 - a. 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.
 - b. In secondary (6-12) school traditionally larger classes shall be defined as physical education classes, music and team teaching classes. If such classes have enrollments that are considered by the teacher to be an overload, and after meeting with the principal the problem is unresolved, the secondary teacher may file a grievance on the class size of traditionally larger classes to level three only.
 - c. Secondary class size should be twenty-five (25) to thirty (30) students per class except in traditionally larger classes. Class size in middle school diads should be fifty (50) to fifty nine (59) students and seventy-five (75) to eighty-

nine (89) students in triads. The Board recognizes that certain secondary classes require a manageable class size to appropriately teach the requisite writing skills.

- d. In kindergarten (including pre-kindergarten) through third grade, class size should be twenty-three (23) to twenty-six (26) students per class; however, the Board will work toward a class size of twenty-three (23) in active developmentally appropriate program classrooms K-2 as determined by the administration. Grades 4 and 5 should be twenty three (23) to twenty eight (28) students per class.
- e. Elementary art, music, and physical education should be twenty-three (23) to twenty-eight (28) students per class. It is understood that art, music and physical education classes in elementary grades shall not be doubled up; however, adjustments may be made to accommodate combination classrooms up to thirty-five (35) to forty-two (42) pupils per section if no other reasonable alternatives exist. Elementary art, music or physical education should not exceed three hundred (300) to three hundred twenty-five (325) pupils per day except for special events and/or practices.
- f. If the number of students exceeds the top of the range it will be considered to be an "overload". The administration shall notify, in writing, within ten (10) days, the Association and Board of all classes in which an overload exists according to this Article.
- g. When the above class size exceeds the maximum the principal shall within ten (10) school days arrange a meeting with the teacher to arrive at an agreeable solution to the problem. If no agreement has been reached within ten (10) school days of such meeting, the teacher will be compensated for the days of the overload at the rate of one thousand, two hundred, fifty dollars (\$1,250.00) per year, per teacher for K-7 and one thousand, two hundred, fifty dollars (\$1,250.00) per year prorated, per teacher, per class in secondary. If the overload reaches three (3) students per class then a teacher assistant will be provided for one (1) hour each day in the elementary and the same amount of teacher assistant time will be prorated for secondary in lieu of the additional compensation. However, K-5 teachers may request and receive the allocated teacher assistant time with a two (2) student overload in lieu of compensation. The Board shall strive to maintain that no class exceeds three (3) students over the top of the class size guidelines.

2. Special Education

The Board and the Association agree to abide by all provisions of the Individuals with Disabilities Education Act, its regulations, State special education laws and rules, and Section 504.

- a. Copies of the deviation requests for special education class loads will be provided to the Association president upon submission to the Department of Education.
- b. The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any special education student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). The general education classroom teacher and the appropriate special education teachers

are jointly responsible for the implementation of the IEPC and the educational needs of special education students assigned to the teacher's class.

- c. The Board agrees to immediately notify the Association, in writing, should it make a request to the ISD for a waiver or a deviation from the State special education rules.
 - d. The student's special education teacher will have the responsibility of contacting the general education teacher(s) for purposes of sharing pertinent information, discussing the special needs of said students and addressing other appropriate issues as same may arise using ongoing communications throughout the student's placement in regular education class. The special education teacher will have the responsibility for contacting the general education teacher(s) prior to the student entering the regular education classroom(s).
 - e. When a general education classroom teacher is assigned a student from a special education program for severely impaired students, the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of exceptional bodily functions (e.g.: tracheotomy, etc.) related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the teacher's responsibility to implement the student's individualized educational plan and for attending to the educational needs of the student while in the teacher's class.
 - f. The administration will make a reasonable attempt to provide for a substitute in the absence of the regularly assigned special education aide.
 - g. LRE provides written goals of educational achievement, established for and on behalf of the student with special needs, by educational peers of the classroom teacher in cooperation with the parent of the child. These goals do not constitute a guarantee that they will be achieved; only that the teachers, both special education teachers and regular education classroom teachers, will act in a reasonable and professional manner while entrusted with the care and ability to provide the best education to the student.
- 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.
- 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 him/her in emergency matters.

- 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. Problems concerning the physical classroom, including lighting and air circulation shall be addressed by the Liaison Committee if not satisfactorily resolved by the building principal in the first instance.

Article IX
Vacancies and Transfers

- A. Whenever any permanent vacancy (a position for which no member of the bargaining unit has a claim and the Board intends on filling) occurs or whenever a new teaching position is created, the Board shall give written notice within ten (10) days of such vacancy to the president of the Association and post the vacancy 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 twelve (12) days from the date of first posting. The deadline for applications shall appear on the notice and may not be less than ten (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 31st of a school year with personnel from outside the bargaining. Thereafter, a permanent vacancy shall be posted and filled in accordance with the above.
- B. Any teacher possessing the qualifications may apply in writing for such vacancy at 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 shall give ten (10) working days notice of the transfer. However that requirement may be waived with agreement from the teacher and administration. The Board, upon request, shall show cause for rejecting to the teacher or reasons for a transfer. If not satisfied, the teacher may then request that the Liaison Committee review the reason(s). The teacher shall be consulted before each transfer is made from building to building or from his/her area 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.

The Board agrees to provide the Association with a summary record of the letters of intent that are submitted by the bargaining unit members to the Association in March.

E. The provisions of paragraph A shall be continued until the last day of the school year. 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 and shall be mailed to each bargaining unit member. Whenever vacancies occur between July 31st and the first day of classes, the following procedure, in addition to the procedure outlined, shall be followed:

1. Teachers with specific interest in possible vacancies will notify the Board of their intent in writing during the last regular week of school and shall include a summer address.
2. Should a vacancy occur from July 31st until the first day of classes, the teachers who have expressed an interest in said position, building or program or a similar position shall be notified of the vacancy by the Board via U.S. first class mail per summer address. The Association president shall also be notified of the vacancy by U.S. mail.
3. The teachers so notified shall have the responsibility of contacting the superintendent or his designee indicating their interest in said position within three (3) working days after postmarked day.
4. From the first day of classes to October 31st, all positions will be posted in buildings for 72 hours.

This paragraph will not apply to Schedule B unless the activity is in progress or the deadline would occur after the start-up time for the activity.

Article X

Leaves of Absence

- A. Sick Leave. All full-time teachers absent from duty shall be allowed a total of ten (10) days per school year with pay which may be used for the following reasons:
1. Personal illness.
 2. Illness in immediate family (spouse, siblings, children, grandchildren, parents, grandparents, parents-in-law and household dependents) limited to the total accumulated up to twenty (20) days.
 3. Serious illness in the immediate family (spouse, siblings, children, grandchildren, parents, grandparents, parents-in-law and household dependents) limited to the total accumulated with medical verification.
 4. Death in the immediate family (as specified in Paragraph E below).
 5. 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.
 6. 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 (1) day of the sick leave hereinabove granted shall accrue as of the first day of each month during the school year, except August, 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 their 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. To be eligible for payment for the date of absence without timely 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. 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 his/her 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 or five (5) days for a spouse, parent, or child, 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 Day Accumulation
 - 1. Sick leave days hereinabove granted and unused shall be allowed to accumulate up to ninety (90) days. Teachers with twenty-seven (27) years or more service credit with the Michigan Public Schools Employee Retirement System and ten (10) years with the Cadillac Area Public Schools shall be able to accumulate up to one hundred (100) sick days.
 - 2. 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 one hundred and ten dollars (\$110.00) for each accumulated sick day at the time of retirement or death, which is to be paid solely through the 403b plan.
- 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 District Central Bank total shall be allowed to be used as needed, without any further employee contribution of days, until the accumulated total reaches three thousand (3,000). Each member shall automatically have one day deducted from his/her accumulated total when the accumulated total drops below three thousand (3,000). When the District Central Bank drops below three

thousand (3,000) days, each member will be allowed eleven (11) days. The employee will place one (1) of his/her 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, other than those listed in G.2. above when the fifteen (15) day absence has already been met.
 - b. No teacher may draw from the sick bank until he or she has exhausted all but two 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 XV, Section A.
 - d. A teacher shall not be eligible to draw more than ninety (90) workdays' pay from the sick leave bank without reapplication to the sick bank for individual consideration.
 - e. Applications for long-term disability under Article XV, Section A, 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. Consideration should be given for additional sick bank days (to the ninety [90] sick bank day limit) when an employee returns from LTD. Salary received from the District will be returned if LTD benefits are approved for the same days.
 - f. 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 workers' 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. Childcare, as differentiated from disability due to childbirth, shall not be covered by sick leave or the sick 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, childcare, or illnesses of the immediate family. Under extenuating circumstances a teacher may apply to the sick bank for up to a maximum of ten (10) days to be utilized to care for an immediate family member with a serious health condition, including when a teacher must make arrangements for necessary medical and/or nursing care.

H. 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

Board may refer the teacher to its physician. If the teacher does not agree to see the original Board physician, the Board will pick another physician from a list made by the Association of not less than five (5) physicians nor more than ten (10) physicians. The physician acting for the Board from the above list shall have the right to refer to specialist.

- I. 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. If a teacher is released from jury duty prior to the end of his/her work day, the teacher shall contact the building principal to determine whether he/she should return to work.
 3. A maximum of three (3) days per year, non-accumulative may be granted for personal business of the 6-12 teachers. A maximum of four (4) days per year, non-accumulative may be granted for personal business of the K-5 teachers. 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 (I, 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.
 - b. It is expressly understood that personal business days may not be used for family vacations, shopping trips or recreational pursuits.
 - c. Exceptions to a & b may be made in the sole discretion of the principal or superintendent and shall be subject to the grievance procedure.
- J. Application of Family and Medical Leave Act to Utilization of Paid Sick Leave.

For purposes of the Family and Medical Leave Act (PL 103-3), sick leave shall be charged at the election of either the Board or the bargaining unit member. This shall apply to:

 1. Sick leave which is utilized to care for a family member (child, spouse or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care. (See Sec. A-2)
 2. Sick leave which is utilized due to a serious health condition which renders the teacher unable to perform the functions of his/her job. (See A-1, A-4, A-5, F-1, G)
- K. Intermittent and Reduced Schedule Leave. Where a bargaining unit member requests intermittent leave or reduced schedule leave under the Family and Medical Leave Act for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the teacher:
 1. Take leave for the duration of the planned treatment, OR
 2. Transfer temporarily to an alternative position for which the teacher is certified and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the

teacher's current assignment. If temporary transfer is required under this section, it may occur without regard to other transfer terms under this contract.

3. Intermittent leave, to the extent required by the Family and Medical Leave Act, shall be taken in intervals of not less than two (2) hours. Employees shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.

L. Leaves of Absence Without Pay. May be granted 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, subject to the Family and Medical Leave Act. Requests may be filed for:

1. Study related to the teacher's licensed field shall be 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. The leave may be renewed for one additional year upon written request sixty (60) days prior to the end of the original leave and with consent of the Board of Education. This leave of absence shall be credited against teachers' rights under the Family and Medical Leave Act.
 - a. Teachers accessing leave under this section shall provide thirty (30) days written notice prior to the date on which leave is to commence. If the teacher must begin medical treatment sooner, notice shall be given as promptly as is practicable under the circumstances.
 - b. The Board has the right to receive medical certification from the teacher's health care provider regarding the necessity for leave, which shall include:
 - (1) The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition;
 - (2) A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency and duration of treatment, including treatment by another provider of health services on referral by or order of the health care provider);
 - (3) Indication of whether inpatient hospitalization is required; and
 - (4) Either a statement that the teacher is unable to perform work of any kind, or a statement that the teacher is unable to perform the essential functions of the teacher's position with or without reasonable accommodation.
 - c. The Board has the right to require that a second medical opinion (at Board expense). If that opinion differs from that of the teacher's health provider, the teacher and the Board (in consultation with the Association, if requested by the teacher) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding. The cost of this examination shall be paid by the Board.

- d. The Board shall have the right to require reasonable re-certification during the leave period and medical certification of the teacher's fitness to return to duty at the expiration of the leave period.
4. Up to one (1) year for the purpose of critical care of any immediate family members (spouses, siblings, parents, grandparents, and children) or for the care of any individual for whom the teacher is the legal guardian.
 - a. An unpaid leave of absence taken for the purpose of caring for a spouse, child or parent with a serious health condition, as defined by the Family and Medical Leave Act, shall be taken concurrently with his/her leave provision to the extent of the teacher's eligibility under the Family and Medical Leave Act.
5. Up to one (1) year for the purpose of child care. Beginning and ending dates are to be agreed upon at the time of the request. In most cases, such leave will end at the end of the school year. Other ending dates will be considered if satisfactory arrangements can be made.
 - a. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with this leave provision to the extent of the teacher's eligibility under the Family and Medical Leave Act.
 - b. Leave taken under this section in connection with the birth of a child or due to placement for the adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.
6. Each teacher shall, upon request, be granted unpaid leave up to five (5) consecutive workdays. A teacher may request such leave no more than once each two (2) school years. Even though unpaid leave of absence is granted for this section, Board paid benefits will continue during the five (5) days of absence.
7. 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.
8. General conditions pertaining to unpaid leaves shall be as follows:
 - a. Seniority shall remain unbroken and shall accumulate during the unpaid leave. However, no experience credit for the purpose of entitlement to benefits under this contract shall accrue during unpaid leave, except L (4) and (5).
 - b. The employee taking unpaid leave shall be responsible for payment of premiums (to the extent continuation coverage is available under COBRA) during such leave, except the Board will be responsible for payment of premiums from the following leaves:
 - (1) Personal illness/disability taken under Section A of this Article.
 - (2) Where leave is taken for the purpose of caring for a spouse, child or parent with a serious health condition, or caring for a newborn or placement for adoption or foster care as defined by the Family and Medical Leave Act, and as referenced under L (4) and (5) of this Article, Board paid medical insurance premium continuation shall not exceed twelve (12) weeks or the extent of the teacher's entitlement under the Family and Medical Leave Act, whichever is less. Any insurance premium continuation by the Board due to the teacher's

utilization of paid leave for purpose specified in this subsection shall be credited to the above interval.

- c. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher with any deficiency to be remitted by the teacher to the Board within sixty (60) days of demand.
- d. The Board and the teacher agree to cooperate in scheduling commencement and return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.
 - (1) If a teacher begins leave under this Article more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the teacher would return to work during the three (3) week period immediately before the conclusion of the semester.
 - (2) If a teacher begins leave under this Article (other than for the teacher's own serious health condition) during the five (5) week period before the end of a semester, the Board may require that leave be taken until the end of the semester if the leave will last more than two (2) weeks and if the teacher would return to work during the two (2) week period immediately before the end of the semester.
 - (3) If a teacher begins leave under this Article (other than for the teacher's own serious health condition) during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the teacher to take leave until the end of the semester.
 - (4) If a teacher does not return to teaching upon the expiration of the leave, he/she shall conclusively be deemed to have resigned.

M. A total of twenty (20) 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 and reimburse the District for the retirement contributions paid by the District for the absent employee.

N. Act of God Days Policy

- 1. Sick Leave
Sick leave will not be deducted on an Act of God Day unless teachers are required to report for inservice per Article VI section E-1.
- 2. Personal Business Leave
Personal business day will not be deducted on an Act of God Day unless teachers are required to report for an inservice per Article VI Section E-1.
- 3. Funeral Leave
 - a. Funeral leave day taken under Article X, Section D, will be deducted if an Act of God Day 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
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.

O. Attendance Incentives

- 1. Teachers with the maximum of 90 days shall be granted the allotted ten days for use in the upcoming school year. If at the end of that school year the teacher has used two or less of those allotted ten days, the teacher shall be paid into a tax sheltered annuity 30% of the teachers daily rate (salary ÷ number of teacher work days). If the teacher used four or less sick days, the teacher shall receive 20% of their daily rate paid into a tax sheltered annuity. If the teacher is absent more than four days during that school year they shall receive no payment. The incentive payment by the school district shall not exceed \$25,000 per school year. If the amount would exceed the above maximum amounts, the percentage of payment shall be recalculated on a prorata share to eligible teachers.
- 2. Each teacher shall receive credit for three comp hours, or the 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. 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.
- C. 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. Further, upon receiving the report of the assault, the administration will immediately implement the applicable provisions of board policy.
- D. 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.

- E. 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.
- F. Loss of time, injury at school. Any injury, including assaults, 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 workers' 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 sick days as a result of an injury incurred during the assault. Further, the district will supplement compensation (if not determined to be an "offset" under the LTD/ workers' compensation rules) to the extent needed to bring the total compensation to the current daily salary level of the assaulted staff person when only partial wages are being paid by workers' compensation, LTD, and/or social security disability, for the period of disability, but not longer than the equivalent of the qualification period of 90 days for LTD as provided for in Article XV. Insurance benefits will be provided by the District for the same period. 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 two hundred ten (210) days nor less than ninety (90) days prior to its termination that it wishes to cancel the entire contract and enter into negotiations 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 Michigan Employment Relations Commission.
- 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, publicly by means of radio, television or publications circulated within the District, denounce said strike or sanction as contrary not only to this Agreement, but to 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. 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, for 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 that 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. 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).
3. Class size may not be grieved (except Article VIII A-1, b. which may be grieved to Level Three only).
4. The content of any evaluation, the appointment or reappointment of extra curricular positions, or any matter whereby an alternative forum exists under state or federal law.

- 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. This includes days when the superintendent's office is open during the summer months.

- 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 limitation 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 five (5) days of its alleged occurrence file the grievance in writing with the building principal. Within five (5) 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 five (5) 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 its 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 has ten (10) days after the decision of the Board, in writing, to request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, one shall be selected by the American Arbitration Association in accordance with its rules.
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 or the Association 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 is to be at his/her 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. Fringe Benefits

1. The Board shall be the policy holder of MESSA Choices II \$500/\$1000 deductible with \$20 office visit. This policy also includes the Mental Health Rider and Adult Immunization Rider and Delta Dental 80/80/80 1,000 with rider 80: 3,000. The Board shall reimburse the employees \$500/\$1000 deductible. Saver Rx with reimbursement to \$5/\$10 on generic for purchases that meet the following MESSA Rx guidelines items 1-4. No reimbursement to \$5/\$10 brand name drugs as specified in items 5 and 6 will be provided. See Rx Saver rules Exhibit A.

Such MESSA Choices II shall not provide coverage for abortion or abortion-related services pursuant to Section 102 of the State Aid Act. The employer shall sign an Employer Participation Agreement. Bargaining unit members not electing MESSA Choices II Plan A will select MESSA Plan B.

Plan A – For employees electing health insurance

Health	MESSA Choices II \$500/\$1000 deductible with \$20 office visit Rx 2/10/20/40 co-pay
Long Term Disability	66 2/3% \$4,500 maximum 90 Calendar Days – Modified Fill Pre-Existing Condition Waiver Freeze on Offsets Alcoholism/Drug – 2 year limitation Mental/Nervous – 2 year limitation
Negotiated Life	\$50,000 with AD&D
Vision	VSP-2
Dental	80/80/80: \$1000 Rider 80: 3,000

Plan B – For employees not electing health insurance

Long Term Disability	Same as above
Negotiated Life	\$50,000 with AD&D
Vision	VSP-2
Dental	80/80/80: \$1000 Rider 80: 3,000

For employees not electing health insurance: The employer shall, on a monthly basis, contribute \$220 to be placed in an annuity in a mutually agreeable carrier for the 2011-2012 contract year.

2. Flex Spending Plan (125) for Medical and/or Childcare Expenses: The District will make available a Flex Spending Plan (125) for Medical and/or childcare expenses in accordance with Federal Law. The Plan will be limited to medical and/or childcare expenses.

3. Health plan costs for 2011-2012 are \$544.56 single, 2-person \$1223.38, and family \$1359.15. Bargaining Unit members are responsible for 5% of the \$544.56 single, 2-person \$1223.38, and family \$1359.15 health care premium the Board is responsible for remaining cost. The remaining escrow balance of the \$150,000 (≈\$62,000) escrow will be used to pay the 5% of cost share for bargaining unit members until the escrow amount is exhausted.

If the premium costs exceed the ceiling amount for any given year, the Association shall have the right to continue the same coverage with payroll deduction for the balance over the above-stated percentage increases. The employer shall adopt and make available a Section 125 premium conversion option for employees. The Board shall implement payroll deductions.

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 19 or 24 pays for that school year.
5. It is understood that as in the past (i.e.: a secondary teacher teaching three classes per day receives 0.75 of the full benefit amount under the plan selected), regularly employed part-time teachers shall be eligible for a pro-rata 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.
6. The parties may agree to provide an additional carrier or alternative health insurance plan.
7. Employees not taking health insurance shall provide a confirmation that they have health insurance elsewhere.

- B. In the event of the death of a bargaining unit member, the Board shall continue payments of the contributions for the applicable MESSA Plan stated in Paragraph A for the bargaining unit member's eligible dependents, who are receiving the coverage 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.
- D. The Board shall provide workers' compensation as provided by law. All teachers are covered by Michigan Workers' 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 XVI **Teacher Evaluation**

- A. A teacher or school social worker shall be evaluated on a periodic basis.
- B. Tenure Teacher Evaluation. Principals will periodically visit classrooms in the buildings and evaluate teachers' effectiveness at least once every three (3) years. At the request of the teacher or administrator, a teacher will be evaluated more frequently than once every three (3) years. There will be a pre-conference before each observation. The pre-conference may be very informal and occur at any time before an observation. The administrator will observe the teacher a minimum of three (3) times before the summary teacher's performance review is completed. If it is mutually agreed upon by the teacher and administrator there may be only two (2) observations. If requested by either the teacher or

administrator, there may be more than three observations. The observation 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 of each observation between the evaluator and the teacher unless they mutually agree, in writing, to meet at a later date. Neither party will unreasonably decline an extension up to seven (7) additional days for the completion of the observation and evaluation conferences.

The evaluator shall complete the summary evaluation form and meet with the teacher prior to the end of the school year. The summary evaluation form shall be completed in triplicate, with copies going to the superintendent, the principal, and the teacher. Anything the administrator finds to be unsatisfactory or needing improvement will be presented in writing to the teacher during the post conference. If a tenured teacher's evaluation is less than satisfactory, the district must provide an individualized development plan for the teacher. The failure to meet the triennial evaluation requirement or to provide an individualized development plan, if necessary, serves as conclusive evidence that the tenured teacher's performance was satisfactory for the entire three (3) year period.

- C. Probationary Teachers. All new teachers hired are required to serve a four (4) year probationary period. A probationary teacher employed for at least a full school year must be given an individualized development plan. Each probationary teacher also must undergo an annual year-end performance evaluation (summary) which includes an assessment of the teacher's progress in meeting the goals set forth in his or her I.D.P. At the end of any year of probationary service, the teacher may be non-renewed without regard to the IDP completion.

The evaluation must be based on a least three (3) classroom observations prior to April 1st for probationary teachers hired at the beginning of the school year. In other cases the evaluation will be completed at least ninety (90) days prior to the anniversary date. Two (2) observations must be conducted not less than sixty (60) days apart, unless there is a written mutual agreement to a shorter interval. The informal preconference will occur at any time before an observation. If it is mutually agreed upon by the teacher and administrator there may be only two (2) observations. If requested by either the teacher or administrator there may be more than three (3) observations. These additional observations will be made by the assigned building principal or the probationary teacher may request one (1) of these to be made by a principal from another building within the system.

The assigned building principal may request an observation of the probationary teacher by a principal from another building by February 1st. The observation form, completed by the observer, will be in triplicate, with copies going to the superintendent, the principal and the probationary teacher.

A critique of an observation will be held within three (3) days between the observer and the teacher unless they mutually agree in writing to meet at a later date. Neither party shall unreasonably decline an extension of time up to an additional seven (7) days for completion of the critique of the observation.

The summary performance evaluation form will be completed by the assigned building principal, or his designee administrator, and will take into consideration the observations of all observers and the goals of the I.D.P. This summary evaluation form will be completed in triplicate, with copies going to the superintendent, the principal, and the teacher. Anything

the administrator finds to be unsatisfactory or needing improvement will be presented in writing to the teacher during the post conference and in the I.D.P. If the District fails to provide an individualized development plan except in the first year of employment for, or annual evaluation of, a probationary teacher, the failure serves as conclusive evidence that the provisional teacher's performance for that year was satisfactory.

A principal observation, I.D.P. and/or summary performance evaluation may be completed by another administrator assigned by the superintendent.

- D. Each teacher/school social worker shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:
1. All teacher/school social worker evaluation reports;
 2. Copies of annual contracts;
 3. Teacher/school social worker certificate;
 4. A transcript of academic records;
 5. Tenure recommendation (not applicable to school social workers).

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. Any rebuttals to such information must be completed and received within 30 calendar days of the employee receiving the document. 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 disciplined without just cause. Just cause shall not apply to any termination or reduction in compensation except as specified in the Teacher Tenure Act.

- E. No school social workers shall be disciplined without just cause after completion of four years of probationary service. 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. Probationary teachers, social workers or itinerants may be subject to non-renewal without recourse to arbitration.

- F. The Board and Association realize that a new teacher may need help and orientation to be an effective teacher in the Cadillac Area Public Schools. The parties agree that providing

Mentor Teachers for probationary teachers is an essential practice and further agree to cooperate in providing this assistance.

1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified on the code. The Mentor Teacher may be a member of the bargaining unit.
2. Each Bargaining Unit Member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association with the approval of the Administration. The parties agree that should the Association fail to provide the administration with sufficient individuals to serve as Mentor Teachers that the Board, after ten (10) work days' notice to the Association, may assign current tenured staff members to serve as mentors. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
3. A Mentor Teacher shall be assigned in accordance with the following:
 - a. The Mentor Teacher may be a tenured member of the bargaining unit.
 - b. Participation as a Mentor Teacher may be voluntary.
 - c. The District shall immediately notify the Association of those members requiring a mentor.
 - d. The Administration shall notify the Association when a potential Mentor Teacher is matched with a Bargaining Unit Member (Mentee). This assignment should be finalized within thirty (30) days of the commencement of the starting date of the Mentee.
 - e. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - f. The Mentor Teacher shall only be assigned to one (1) Mentee at a time.
4. Because the purpose of the Mentor/Mentee match is to acclimate the Bargaining Unit Member and to provide necessary assistance toward the end of the quality instruction, the Board and the Association agree the relationship shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
5. Upon request, the administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
6. Mentees may be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Teachers who attend induction training during the regular workday will receive their regular salary. The Board may pay for such training, which occurs outside the regular workday, or work year. The training dates, if possible, will be a part of the negotiated calendar.
7. A Mentor Teacher, with the permission of the mentee, will attend the administrator/mentee meeting after each observation.

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. Non-certified itinerants and school social workers are subject to a four year probationary period.
- B. The term "seniority" as hereinafter used shall mean the length of continuous employment with the Cadillac Board of Education as a teacher, school social worker, or administrator from last date of hire. The seniority date shall be the 1st day of work except employees hired prior to June 6, 1991, whose seniority date shall be as stated on the December 12, 1991 seniority list which shall not be subject to the grievance procedure.

A teacher, school social worker, or administrator shall be "employed" for seniority purposes when performing services for the District for pay. Teachers, school social workers, or administrators on an unpaid leave of absence for a full semester or a full school year will not accrue seniority during the leave of absence. Substitute teachers, long term substitutes, or reserve teachers shall not accumulate seniority while in that status. Teachers, school social workers, or administrators 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, school social worker, or administrator resigns or is terminated completely from employment with the District.

- C. Probationary teachers and probationary school social workers shall not have seniority. Tenure teachers, non-probationary school social workers, 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 Area Public Schools 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. By October 15, any objections to the seniority list shall be submitted and thereafter, the seniority list shall be considered as final and conclusive until August 31st of the following year.
- E. Necessary Reduction of Personnel – Layoff. Economics, student enrollment and student programs may require a reduction to the educational program, curriculum and staff.
1. It is within the sole discretion of the Board of Education to reduce the education program and curriculum.
 2. To promote an orderly reduction in personnel the following procedure will be used:
 - a. Teachers and school social workers within the system may be given the opportunity to elect a one-half (1/2) day assignment if the schedule permits for one (1) school year. It is expressly understood that the teacher and school social worker shall return to full time teacher status at the end of that school year. The teacher may re-apply for half time status each year.
 - b. Probationary employees will be laid off first where any tenured teacher who has been curtailed is certified and highly qualified (if applicable) to perform the services of the probationary teacher or probationary school social worker.
 - c. In the event seniority teachers and school social workers must be laid off, it is understood that certification and being highly qualified 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 and school social workers 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 evaluations, 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 meeting. The administration shall not be required to engage in creative scheduling to keep the most senior teachers on the staff.

- d. Laid off tenure teachers may apply for reserve teacher status. 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 rate for long term substitutes, 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, to the extent permitted by law.
 - e. The Association and the District will meet to discuss a solution if any teacher is found not to be highly qualified within his or her current assignment.
- F. Recall. Seniority teachers and school social workers 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 or as specified by NCLB. Endorsement is also required to teach library in grades 6-12 or any other category necessary to receive state aid or federal reimbursement.
- I. Teachers who receive unemployment insurance during school breaks and return to work with no loss of pay or work hours shall reimburse the district the unemployment compensation paid.

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 and 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 or 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-four (24) or nineteen (19) equal installments on the 8th and the 22nd of each month starting in September. Failure to notify the bookkeeper, in writing within three days of the first day staff reports each year shall result in the individual being paid in twenty-four (24) equal installments. When the 8th or the 22nd falls on a weekend, payments will be the Friday prior to the weekend.
- I. The CEA Executive Board will encourage and help solicit teachers to volunteer to assist with school activities.
- J. Graduate Credit Reimbursement
 - 1. The Board will pay up to three hundred dollars (\$300) per credit hour for the first eighteen (18) semester hours beyond the B.A. /B.S. certificate. These classes must be approved in advance by the Superintendent and must apply to the teacher's present or projected future teaching/administrative assignment. Teachers must receive a minimum grade of "B" to receive reimbursement. The maximum Board contribution (total staff pool) shall be twenty thousand dollars (\$20,000) each year. All requests for reimbursement of tuition, with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted not later than June 15th. A tally will be provided, on request, of the total credit hours currently approved for the fiscal year. The payment shall be made to all qualifying requests submitted by June 15th. If requests exceed the twenty thousand dollars (\$20,000) amount allowed by contract, the

total amount shall be prorated on a credit hour basis by dividing the total hours of credit payment requested into the amount and paying that amount per credit hour to all approved requests. A six (6) semester hour limit per applicant per year will exist. Tuition reimbursement will be through accounts payable, not through payroll.

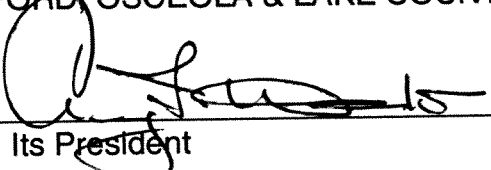
2. The Board will reimburse up to six credits every five years for continuing certification if a balance remains from Article XVIII, J (1). If necessary, this will be subject to proration of those applying for reimbursement for continuing certification.

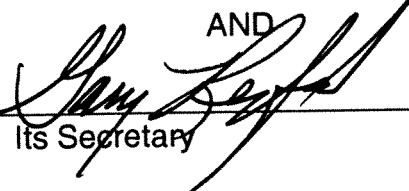
Article XIX

This Agreement shall be effective as of the 1st day of September 2011, and shall continue in effect for the one year term of this Agreement until the 31st day of August 2012.

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

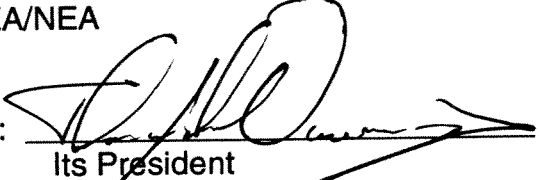
CADILLAC AREA PUBLIC SCHOOLS
WEXFORD, OSCEOLA & LAKE COUNTIES

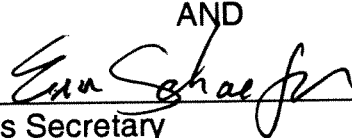
BY:  _____
Its President

BY:  _____
Its Secretary

AND

CADILLAC EDUCATION ASSOCIATION
MEA/NEA

BY:  _____
Its President

BY:  _____
Its Secretary

AND

Schedule A - Salary Schedule

	2010-11	2011-12	2010-11	2011-12	2010-11	2011-12
	B.A.	B.A.	B.A.+30	B.A.+30	M.A.	M.A.
1	\$ 34,916	\$ 34,916	\$ 35,577	\$ 35,577	\$ 37,174	\$ 37,174
1.5	35,862	35,862	36,525	36,525	38,249	38,249
2	36,814	36,814	37,476	37,476	39,305	39,305
2.5	37,468	37,468	38,130	38,130	40,024	40,024
3	38,124	38,124	38,786	38,786	40,729	40,729
3.5	38,775	38,775	39,437	39,437	41,412	41,412
4	39,426	39,426	40,087	40,087	42,096	42,096
4.5	40,078	40,078	40,740	40,740	42,807	42,807
5	40,732	40,732	41,394	41,394	43,526	43,526
5.5	41,548	41,548	42,209	42,209	44,410	44,410
6	42,364	42,364	43,026	43,026	45,285	45,285
6.5	43,178	43,178	43,840	43,840	46,156	46,156
7	43,991	43,991	44,652	44,652	47,037	47,037
7.5	44,970	44,970	45,632	45,632	48,087	48,087
8	45,954	45,954	46,616	46,616	49,138	49,138
8.5	48,246	48,246	48,908	48,908	51,605	51,605
9	49,253	49,253	49,915	49,915	52,682	52,682
9.5	50,259	50,259	50,921	50,921	53,768	53,768
10	51,266	51,266	51,926	51,926	54,854	54,854
10.5	53,013	53,013	53,675	53,675	56,697	56,697
11-12	59,451	59,451	60,113	60,113	63,573	63,573
16*	60,451	60,451	61,113	61,113	64,723	64,723
21*	60,676	60,676	61,338	61,338	64,948	64,948
26*	\$ 60,901	\$ 60,901	\$ 61,563	\$ 61,563	\$ 65,173	\$ 65,173

* Denotes longevity steps

ADDITIONAL SCHEDULE A PROVISIONS

1. Longevity. For all teachers commencing their 16th year of seniority in the Cadillac Area Public Schools, in addition to the salary stated at Step 11, they shall receive an additional \$1,000 if on the BA Schedule or \$1,150 if on the MA Schedule.

For all teachers commencing their 21st year of seniority in the Cadillac Area Public Schools, in addition to the salary stated at Step 11, they shall receive an additional \$1,225 if on the BA Schedule or \$1,375 if on the MA Schedule.

For all teachers commencing their 26th year of seniority in Cadillac Area Public Schools, in addition to the salary stated at Step 11, they shall receive an additional \$1,450 if on the BA Schedule or \$1,600 if on the MA 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 contributions required by statute.
3. Salary freeze except for members who are eligible to receive a step increase (including longevity payments) for the contract year 2011-2012 will receive the step increase in experience but will be paid at a rate of 75% of the increase.

LONGEVITY PAYMENT – SLIDING SCALE

If the insurance premium increase in the MESSA PAC Plan A is under seven percent (7%) from the prior year, then the dollar amounts at the indicated percentage will be paid to each staff member being paid on any longevity step. (This is a one-time payment in the year of the savings.)

Percent	Amount		Percent	Amount
6.90	\$ 7.00		4.90	\$147.00
6.80	\$ 14.00		4.80	\$154.00
6.70	\$ 21.00		4.70	\$161.00
6.60	\$ 28.00		4.60	\$168.00
6.50	\$ 35.00		4.50	\$175.00
6.40	\$ 42.00		4.40	\$182.00
6.30	\$ 49.00		4.30	\$189.00
6.20	\$ 56.00		4.20	\$196.00
6.10	\$ 63.00		4.10	\$203.00
6.00	\$ 70.00		4.00	\$210.00
5.90	\$ 77.00		3.90	\$217.00
5.80	\$ 84.00		3.80	\$224.00
5.70	\$ 91.00		3.70	\$231.00
5.60	\$ 98.00		3.60	\$238.00
5.50	\$105.00		3.50	\$245.00
5.40	\$112.00		3.40	\$252.00
5.30	\$119.00		3.30	\$259.00
5.20	\$126.00		3.20	\$266.00
5.10	\$133.00		3.10	\$273.00
5.00	\$140.00		3.00	\$280.00

SCHEDULE B

ATHLETICS:

Baseball	-Head	10%
	-Assistant (JV-Freshman)	7%
Basketball (Boys & Girls)-		
	-Head	12%
	-Assistant (JV-Freshman)	9%
Cheerleading-Varsity (2 seasons)		9%
	-JV (2 seasons)	8%
	-Freshman (2 seasons)	7%
	-Competitive only	2%
Cross Country	-Head	7%
	-Assistant	5%
Football	-Head	12%
	-Assistant	9%
Golf	-Head	8%
Hockey	-Head	12%
Skiing	-Head	10%
	-Assistant	7%
Soccer (Boys & Girls)		
	-Head	10%
	-Assistant (JV)	7%
Softball	-Head	10%
	-Assistant (JV-Freshman)	7%
Tennis (Boys & Girls)		
	-Head	8%
	-Assistant (JV)	6%
Track (Boys & Girls)		
	-Head	10%
	-Assistant	7%
Volleyball	-Head	11%
	-Assistant (JV)	7%
	-Assistant (Freshman)	5%
Wrestling	-Head	10%
	-Assistant	7%

Middle School/Grade 7 &/or Grade 8:

Basketball (Boys & Girls)		6%
Cross Country-Head		3%
	-Assistant	2%
Football		6%
Track	-Head	3%
	-Assistant	2%
Volleyball		4%

ADVISORS:

Senior Class	-Chairperson	3%
	-Asst. Chairperson	2%
Junior Class	-Chairperson	4.5%
	-Asst. Chairperson	3%
Sophomore	-Chairperson	2%
	-Asst. Chairperson	1.5%
Freshman	-Chairperson	2%
	-Asst. Chairperson	1.5%
H.S. Student Council-Chairperson		4%
H.S. Student Council-Asst. Chairperson		2.5%
J.H. Student Council-Chairperson		3%
J.H. Student Council-Asst. Chairperson		2.5%
M.S. Student Council-Chairperson		3%
M.S. Student Council-Asst. Chairperson		2.5%

INSTRUMENTAL MUSIC:

Marching Band	-Director	6%
	-Assistants	4%
Fall Concert	-Director	1%
H.S. Symphony	-Director	3%
Wind Ensemble	-Director	3%
Jazz Band	-Director	4%
9 th Grade	-Director	3%*
8 th Grade	-Director	3%*
7 th Grade	-Director	3%*
6 th Grade	-Director	3%*
Percussion, Flags	-Assistant	3%
Pep Band	-Director	2%

*If assistant is provided, the 3% is 2% for Director and 1% for the assistant.

VOCAL MUSIC:

Honors/Troubadour Choir 9-12		4%
Chorale		2%
Treble Choir		2%
8 th Grade Choir		2%
7 th Grade Choir		2%
6 th Grade Choir/Per Teacher		2%
Elem. Choir/Bldg./Teacher		1%
Musical	-Director	8%
	-Assistant Director	5%

SCHEDULE B: Continued

STRINGS MUSIC:

8 th -12 th – Director	2%
7 th - Director	2%
6 th - Director	2%

OTHER POSITIONS:

Debate	6%
Debate -9 th Grade	4%
Dept. Head (Special Projects)	\$24.00/hr
Drama	5%
Forensics	6%
Forensics -9 th Grade	4%
Intramural -Director M.S	5%
Yearbook -High School	11%
Yearbook -Junior High	7%
Yearbook -Middle School	2%

Alternative Sch.Sports Coordinator /Sem.	\$700
Alternative School per Sport	\$200
Club Advisors-Semester	\$200
Intramural -Programs	\$9/hr
Library Teacher	\$9/hr
National Honor Society	\$300
Saturday School	\$14/hr
Science Fair Bldg. /Semester	\$100
Collins Writing Coach	\$200

FOOTNOTES

1. If class time is provided for newspaper and/or yearbook at either level, rate would be reduced by (1%).
2. Athletic Trainer may be contracted out by Board of Education.
3. Percentage of Schedule B pay is based on experience in actual field and is computed on the B.A. schedule through step 11.
4. If a Schedule B duty is discontinued or reduced during the school year in which services are being rendered, payment will be made on a pro rata basis.
5. 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.
6. The district will establish each year appropriate funding for activity clubs to be determined by the administration and staff. Such club sponsors shall be paid at the Schedule B rate and shall not exceed four (4) clubs per year per elementary building (excluding gifted and talented activity and other school curriculum associated activity).

Cadillac Area Public Schools Calendar 2011-2012

Parent conferences will be the same as in the past, in November and February, with staff input to determine the dates and times, grades K-5 and 6-12.

To help facilitate more instructional time, spring conference will be as follows:

- Each teacher will prioritize and make a list of students with the highest need and will schedule a parent-teacher conference with that parent(s).
- The student list will consist of fifteen (15) students or 50% of that teachers' caseload, whichever is lower.
- This list will be submitted to the administrator for his/her review in a timely fashion for the office to schedule the conferences.
- Parents that drop-in for a conference will be accommodated.
- Conference times will be as follows:
 - K-5 4:30 p.m. to 8:30 p.m.
 - Grade 6-12 will be 4:00 p.m. to 8:00 p.m.
 - The above times will include at least a thirty (30) minute break.

Further, the Adult Daytime High School Completion Program and Alternative Education Program calendar dates will be jointly determined by the administration and the Association in accordance with Schedule D Addendum ADHSC and Addendum No. 2 Alternative Education Program.

A calendar reflecting Cadillac Area Public Schools extended school year / Year-Round Education voluntary program may be implemented.

There shall be no increase in the required number of days or hours of pupil instruction if the increase in the basic foundation allowance is less than the percentage increase in the CPI. In that case, the increase in days or hours will be postponed until the increase in the basic foundation grant is equal to or greater than the CPI increase.

ADDENDUM NO. 1

**CADILLAC AREA PUBLIC SCHOOLS
AND
CADILLAC EDUCATION ASSOCIATION
FOR
ALTERNATIVE EDUCATION PROGRAM TEACHERS**

Agreement

Master Agreement Language

Articles I, II, III, IV

Master Agreement Language

Article V – Compensation and School Calendar

- A. Master Agreement Language
- B. Master Agreement Language
- C-D N/A
- E-I Master Agreement Language
- J. N/A
- K. Master Agreement Language

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-C Master Agreement Language
- D. N/A
- E. Master Agreement Language
- F. The work day for the Alternative Education Program will be mutually agreed upon by the Association and Board.

Article VII – Teaching Loads and Assignments

- A. Master Agreement Language
- B. No teacher should be assigned outside the scope of their major or minor fields of study except in cases that are in the best interest of the students and/or program.
- C-E Master Agreement Language

Article VIII – Teaching Conditions

A1a-b Master Agreement Language
A1c-f N/A
A1g-h Master Agreement Language
A-2 N/A
B-F Master Agreement Language

Articles IX, X, XI, XII, XIII, XIV, XV, XVI

Master Agreement Language

Article XVII – Reduction in Personnel

A-H N/A

I. Seniority

1. New employees hired into the unit as teachers in the Alternative Education Program shall be considered as probationary teachers as prescribed by the Tenure Act.
2. The term “seniority” as hereinafter used shall mean length of continuous employment in the Alternative Education Program by the District as a teacher from the last date of hire with this program. Seniority within this 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.
3. A teacher shall be “employed” for seniority purposes when performing Alternative Education Program teaching services in the District for pay. Teachers on an unpaid leave of absence will not 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 shall not count for seniority purposes except for the teachers from the Wexford/Missaukee ISD Alternative Education Program that are hired into this program.
4. The District shall prepare a seniority list of teachers in the Alternative Education 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 Alternative Education Program 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

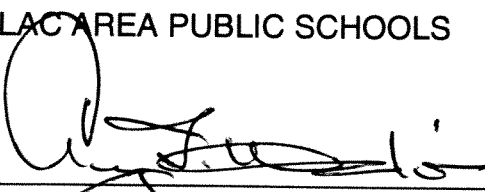
1. It is within the sole discretion of the District to reduce the work force in a given program. The order of reduction shall be:
 - a. Probationary teachers shall be laid off first. Probationary teachers will only be laid off provided that a more senior teacher is certified and highly qualified to perform the duties of the position. Tenured teachers must be certified and highly qualified in order to retain their positions.

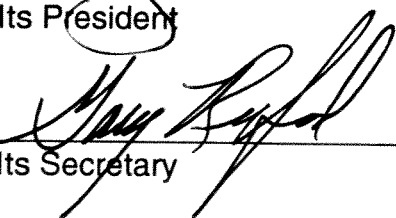
- b. In cases involving seniority teacher, the order of reduction shall be by the teacher with the least seniority of those with certification, endorsements, and qualifications for the position reduced.
 - c. Where seniority is equal, management will decide which teacher is to be laid off on the basis of knowledge, skill, and efficiency on the job, as determined by the teachers' classroom visitations and summary evaluation, and consideration of extracurricular 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. 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.
 3. 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 known 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.
 4. Any teacher who receives unemployment compensation and then returns to work for a regularly scheduled work year shall reimburse the District the unemployment compensation paid.

Articles XVIII and XIX

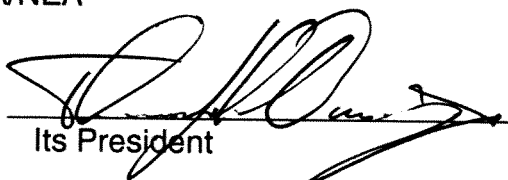
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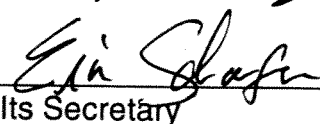
CADILLAC AREA PUBLIC SCHOOLS

BY: 
 Its President

BY: 
 Its Secretary

CADILLAC EDUCATION ASSOCIATION
 MEA/NEA

BY: 
 Its President

BY: 
 Its Secretary

ADDENDUM NO. 2

**CADILLAC AREA PUBLIC SCHOOLS
AND
CADILLAC EDUCATION ASSOCIATION
FOR
ADULT DAYTIME HIGH SCHOOL COMPLETION PROGRAM TEACHERS**

Agreement

Master Agreement Language

Articles I, II, III, IV

Master Agreement Language

Article V – Compensation and School Calendar

- A. N/A
- B. Master Agreement Language
- C. N/A
- D-I Master Agreement Language
- J. N/A
- K. The calendar will be set by the administration, and the Association, provided it is economically feasible within the program based upon current practices. The calendar will coincide with the Wexford/Missaukee CTC calendar.
- L. 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. Master Agreement Language - Plus: ADHSC Program teachers shall receive their hourly rate for attendance at required meetings and/or activities.
- C. Master Agreement Language.
- D. Master Agreement Language.
- E. Master Agreement Language.
- F. ADHSC Program teachers, who are scheduled to teach six (6) classes of fifty (50) minutes each, shall work a daily six (6) hour forty-five (45) minute contractual obligation. ADHSC Program teachers who are scheduled to teach five (5) classes of fifty (50) minutes each shall work a daily five (5) hour forty (40) minute contractual obligation. It is understood that some of the ten (10) minute class exchange time is to be used with students in accordance with state rules.

Articles VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI

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. Certified teachers employed by the District shall serve a minimum of two (2) years as probationary employees.
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 Program 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. Probationary teachers will only be laid off provided that a more senior teacher is certified and qualified to perform the duties of the position. Tenured teachers must be certified and qualified in order to retain their positions.

- 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 extracurricular 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. 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.
 3. 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 known 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.

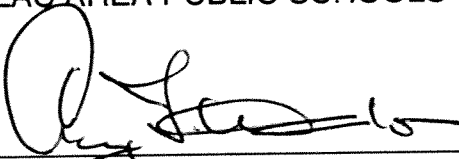
Article XVIII – Miscellaneous Provisions

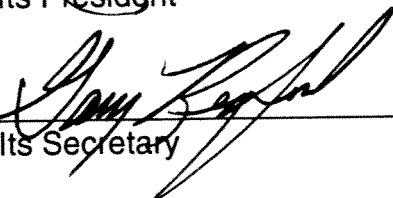
Master Agreement Language.

Article XIX – Agreement

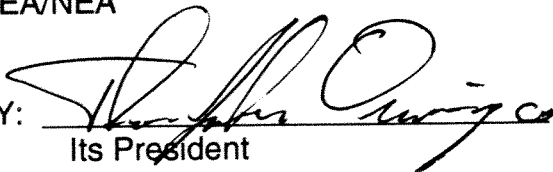
This addendum is effective as of the 1st day of September 2011, and shall continue through August 31, 2012.

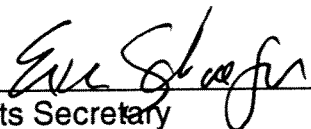
CADILLAC AREA PUBLIC SCHOOLS

BY: 
 Its President

BY: 
 Its Secretary

CADILLAC EDUCATION ASSOCIATION
 MEA/NEA

BY: 
 Its President

BY: 
 Its Secretary

Schedule A

ADHSC

1.	\$26.11 \$26.83
2.	\$27.54 \$28.03
3.	\$28.51 \$28.99
4.	\$29.49 \$29.98
5.	\$30.45 \$31.06
6.	\$31.08 \$32.31
7.	\$32.91 \$33.64
8.	\$34.37 \$36.09
9.	\$36.82 \$37.59
10.	\$38.31 \$39.09
11.	\$39.84 \$40.66

Schedule B

N/A

Schedule C – K-12 School Calendar

N/A

Schedule I – Intent

Master Agreement Language

ADDENDUM NO. 3

**CADILLAC AREA PUBLIC SCHOOLS
AND
CADILLAC EDUCATION ASSOCIATION
FOR
THE EVALUATION RUBRIC**

A committee of three (3) members of the Cadillac Education Association and three (3) members of the Cadillac Area Public Schools administration representation of the Board of Education will develop a teacher evaluation rubric that will provide objectivity and provide compliance with the Michigan School code for 2011-2012.

Appendix E-1
Letter of Understanding

Early Retirement Incentive

1. A teacher who will have completed a minimum of twenty-seven (27) years of public school service recognized by the Michigan Public School Employees Retirement System by June 30 of any year but does not yet qualify for benefits under the Michigan Public School Employees Retirement System and has been an employee in the Cadillac Area Public Schools as a full-time teacher for twelve (12) consecutive years shall receive the full cost necessary to bring their service credit in the Michigan Public School Employees Retirement System (MPERS) to thirty (30) years. The "full cost" is calculated from the actuarial cost table for purchasing universal buy-in credit provided by MPERS. However, the Board's payment shall be calculated on the teacher's base salary including extra pay items and shall not exceed the teacher's final average. The District will provide the above benefit annually for two (2) teachers (based on seniority) who have twenty-six (26) years of creditable service in the Michigan Public School Employees Retirement System.
2. An eligible teacher under this provision shall submit an application to the superintendent by March 1 of the year of retirement. The application for benefits shall also include a letter of resignation for retirement purposes, a copy of the application to purchase universal buy-in credit, and a copy of the employee's application to the Michigan Public School Employees Retirement System to retire from active service prior to June 30.
3. Payment shall be made to the Michigan Public School Employees Retirement System prior to June 1 of the school year of retirement in the name of the teacher along with the billing for universal buy-in credit provided by Michigan Public School Employees Retirement System.

(Note: Employees are encouraged to complete a "Members Statement of Service" MPERS Form R50C (R4/89) prior to December 1 of the school year of retirement.)

- B. In the event that the total number of teachers making application for the incentive listed above requires funding that will exceed the funds available, the total number of teachers that will be allowed to participate shall be determined on the basis of teachers' positions on the most current seniority list. If a teacher is not allowed to participate due to this provision, he/she shall have his/her eligibility preserved until the following year, should the teacher wish to reapply.

Appendix E-2
Retirement Supplement Stipend

Acknowledgment and Release

I, _____, hereby acknowledge and affirm that I have voluntarily elected to retire at the conclusion of the 20__ school year, commence my retirement benefits from the Michigan Public School Employees Retirement System and receive the retirement supplement stipend of ____ years of universal buy-in credit from the School District as additional consideration for my retirement at this time. Thus, I hereby discharge and release the Cadillac Area Public Schools, its Board of Education, employees and agents from any and all claims, demands and/or causes of action I have or may presently have against them by reason of my retirement and acceptance of the retirement supplement stipend, including those arising under the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act.

Further, I acknowledge that I have been advised in writing to consult with an attorney prior to executing this Acknowledgement and Release and that I have at all times had the opportunity to consult with an attorney of my choosing and/or seek other consultation and advice from Association representatives or others with respect to the content and terms of the Acknowledgement and Release and the tax consequences of the retirement supplement stipend to be received by me. I hereby acknowledge that no representations have been made to me by any representative, employee or agent of the Cadillac Area Public Schools and/or the Cadillac Education Association with respect to the tax consequences of the retirement supplement stipend payment to be made to me. Further, I acknowledge and accept the tax consequences and liability resulting from the retirement supplement stipend payment made to me as my personal liability and will not attempt to hold any representative, agent or employee of the Cadillac Area Public Schools or the Cadillac Education Association responsible for any tax consequence or liability resulting therefrom.

Further, I hereby acknowledge that I have been provided at least forty-five (45) days within which to consider the terms of this Acknowledgement and Release and the decision to retire and accept the retirement supplement stipend. Further, I acknowledge that I am provided a period of at least seven (7) days following the execution of this Acknowledgement and Release within which to revoke it and that it shall not become effective or enforceable until the seven (7) day revocation period has expired. Also, I acknowledge that this Acknowledgment and Release does not waive any rights or claims that may arise after the date it is signed and executed by me. Further, I hereby acknowledge that I have been informed in writing of the employees eligible for the time limits applicable to receive payment of that benefit. Also, I acknowledge that I have received written notification of the job titles and ages of all individuals eligible or selected to receive the retirement supplement stipend payment benefit and the ages of any individuals in the bargaining unit who are not eligible for the benefit.

This Acknowledgement and Release is hereby signed and executed by me this ____ day of _____, 20____, as follows:

, Retiree

STATE OF MICHIGAN
COUNTY OF _____

On this ____ day of _____, 20____, before me personally appeared _____, known and identified to be the person described herein and who states he/she has read, understands and executes the foregoing instrument and acknowledges that same as his/her free act and deed.

Notary Public

_____ County, Michigan
My Commission Expires:

FOR
CADILLAC AREA PUBLIC SCHOOLS

FOR
CADILLAC EDUCATION ASSOCIATION

y _____

By _____

Its _____

Its _____

Appendix F
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, C.
- OR-**
- I wish to return to full-time for the next school year or possible the year after next.
 - Other _____.

Faculty Signature

#

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,

Paul Liabenow
Superintendent of Schools

Appendix G
Summer School Intercessions

Instructional positions will be determined based on the number signed up for each activity. The goal is to have smaller groups than during the school year.

Positions will be posted per the Master Agreement.

CEA members/CAPS teachers will be given preference where qualified for the positions.

Vacancy will be filled from within the bargaining unit provided a certified and qualified bargaining unit member applies for the vacancy.

A. For Original / First Time / Credit Class

Certified Staff – when the course is offered to students who have not taken the course and when the course objectives have been determined to meet the qualifications for both high school credit and a letter grade. (Credit/non-credit options may also be included if determined in advance.) Class size shall be subject only to Article VIII.

Pay rate for the above formats will be based on hourly rates per the attached Schedule from 1994-95, per diem with credit for years of experience and degree; BA, BA+30 and MA (Salary steps above 10 or longevity shall not be recognized for Intercession).

B. For remediation, make up or to remove a “failure” from no credit to credit but no grade.

Class size will be limited to a range of 5-15.

For 9th grade and high school students (certified staff required):

Students must have been given a prescription and may only attend to complete prescription – as determined by the Intercession teacher.

For junior high, middle school and elementary:

May be placed in course upon the recommendation of former teacher, etc. or may attend on interest.

Pay rate will be \$24.00 per hour of actual instructional time.

C. Non-Academic Offerings (recreational, experimental and enrichment)

Rate and duration to be determined by Community Schools.

From 1994-95 Schedule A Per Diem, 185 days – 5 hours per day

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>
1.0	26.92	27.46	28.66
1.5	27.65	28.19	29.49
2.0	28.38	28.92	30.30
2.5	28.88	29.42	30.85
3.0	29.39	29.93	31.40
3.5	29.89	30.43	31.92
4.0	30.39	30.93	32.45
4.5	30.89	31.44	33.00
5.0	31.40	31.94	33.55
5.5	32.03	32.57	34.23
6.0	32.66	33.20	34.91
6.5	33.29	33.83	35.58
7.0	33.91	34.45	36.26
7.5	34.67	35.20	37.07
8.0	35.42	35.96	37.88
8.5	37.19	37.73	39.78
9.0	37.96	39.28	40.61
9.5	38.74	39.28	41.44
10.0	39.52	40.06	42.28

**Cadillac Area Public Schools
Board of Education
& the
Cadillac Education Association**

Letter of Agreement

The Cadillac Board of Education and the Cadillac Education Association agree that the daytime adult education employees, Dave Niles and Wayne Sterner, serving the CAPS adult daytime programs as well as Dropout Recovery program will be paid on the Schedule A pay scale. Each employee will receive credit for their current experience and level of education completed. In addition, summer hours worked beyond the regular district calendar closing date will be paid at the special projects summer school rate of pay as per Article V, Section I of the Master Agreement. This letter of agreement expires with the expiration of the Master Agreement on August 31, 2006.

We further agree that this pay adjustment applies only to the two employees, Dave Niles and Wayne Sterner. The above adjustment will not be offered to new employees hired into the program, or to the present employees, if the Drop-Out Recovery enrollment drops less than three students or is discontinued.

In addition, the agreement does not establish Alternative School seniority in the collective bargaining agreement. Further, the teachers named above will remain under the guidelines of Addendum #2, pages 52-55 of the collective bargaining agreement of the Adult Education Program with this one amendment

Cadillac Area Public Schools

By Paul Liebnow

Dated 5/18/05

Cadillac Education Association

By Doree Gull

Dated 5/18/05

**Letter of Understanding Between
Cadillac Education Association
and
Cadillac Area Public Schools**

In reference to Article XVII, J.4:

The intent of this Article and Section is to prevent staff members from collecting revenue from both the Michigan Unemployment Security System and Cadillac Area Public Schools at the same time. If an employee collects his/her unemployment compensation and then returns to work with no loss of pay, they must reimburse the district the unemployment compensation that was paid to them.

Cadillac Area Public Schools

by 

date 10/9/06

Cadillac Education Association

by 

date 10/9/06

Exhibit A

MESSA Saver Rx Rules

1. \$2 copayment for up to a 34 day supply of generic maintenance medications for specific chronic conditions and diseases, including more than one hundred generics used to treat asthma, diabetes, high blood pressure and high cholesterol.
2. \$10 copayment for up to a 34 day supply of all other generics.
3. \$10 copayment for up to a 34 day supply of Over the Counter (OTC) medications used to treat heartburn and seasonal allergies. A prescription for the OTC drug is required and must be presented and filled at the pharmacy counter in order to be covered. Employee pays only a \$10 copayment and the pharmacy will bill your health plan. Covered OTC drugs are: Prilosec®, Prevacid®, Zegerid®, Claritin®, Claritin D®, Zyrtec® and Zyrtec D®.
4. \$20 copayment (reduced from \$40) for up to a 34 day supply for specific brand name maintenance drugs used to treat diabetes and asthma. For diabetes, covered drugs are Insulin and Glucagon emergency kits. For asthma, covered drugs are fast-acting and long-lasting inhalers and drugs in the "Leukotriene Modifiers" therapeutic class like Singular®.
5. \$40 copayment for up to a 34 day supply of brand name drugs when no generic exists. Employee can reduce brand name copayment by asking the doctor for a 90 day prescription and about generic "therapeutic alternatives."
6. There is a \$40 copayment plus the difference between the BCBSM approved amount and the retail cost of the drug when the patient insists on a brand name drug when a generic is available and medically appropriate.

MESSA Saver Rx – List of Generic Drugs Eligible for the \$2 Copayment

This list is organized by medical condition and will change as brand names come off patent and new generic drugs become available. If you do not see your medication listed below or encounter issues filling your prescription at your pharmacy, please contact MESSA's Member Service Center at 800.336.0013.

This list is current as of May 25, 2011.

High Blood Pressure/Coronary

Acebutolol HCL
Amiloride HCL
Amiloride / Hydrochlorothiazide
Amlodipine Besylate
Amlodipine Besylate / Benazepril
Atenolol
Atenolol / Chlorthalidone
Benazepril HCL
Benazepril / Hydrochlorothiazide
Bendroflumethiazide
Betaxolol HCL
Bisoprol / Hydrochlorothiazide
Bisoprolol Fumarate
Bumetanide
Captopril
Captopril / Hydrochlorothiazide
Carvedilol
Chlorothiazide
Chlorthalidone
Cilostazol
Clonidine HCL
Clonidine HCL / Chlorthalidone
Digoxin
Diltiazem HCL
Dipyridamole
Doxazosin Mesylate
Enalapril Maleate
Enalapril / Hydrochlorothiazide
Eplerenone
Felodipine
Fosinopril Sodium
Fosinopril / Hydrochlorothiazide
Furosemide
Guanabenz Acetate
Guanfacine HCL
Hydralazine HCL
Hydralazine HCL / Reserpine
Hydralazine / Hydrochlorothiazide
Hydralazine / Reserpine / HCTZ
Hydrochlorothiazide

Indapamide
Isosorbide Dinitrate
Isosorbide Mononitrate
Isradipine
Labetalol HCL
Lisinopril
Lisinopril / Hydrochlorothiazide
Losartan
Losartan / Hydrochlorothiazide
Methyclothiazide
Methyldopa
Methyldopa /
Hydrochlorothiazide
Metolazone
Metoprolol / Hydrochlorothiazide
Metoprolol Succinate
Metoprolol Tartrate
Minoxidil
Moexipril HCL
Moexipril / Hydrochlorothiazide
Nadolol
Nadolol / Bendroflumethiazide
Nicardipine HCL
Nifedipine
Nisoldipine 20, 30, 40 mg
Nitroglycerin
Penbutolol Sulfate
Perindopril Erbumine
Pindolol
Prazosin HCL
Propranolol HCL
Propranolol /
Hydrochlorothiazide
Quinapril HCL
Quinapril / Hydrochlorothiazide
Ramipril
Reserpine
Sotalol HCL
Spironolact /
Hydrochlorothiazide
Spironolactone
Terazosin HCL
Ticlopidine HCL

Timolol Maleate
Torsemide
Trandolapril
Trandolapril / Verapamil
Triamterene
Triamterene / Hydrochlorothiazide
Verapamil HCL

Asthma

Albuterol Inhalation Solution
Albuterol Sulfate Tablets
Aminophylline
Cromolyn Sodium
Fluticasone Propionate
Metaproterenol Sulfate
Metaproterenol Sulfate
(inhalation solution only)
Terbutaline Sulfate
Theophylline Anhydrous
Zafilukast

High Cholesterol

Cholestyramine
Cholestyramine Light
Cholestyramine / Aspartame
Cholestyramine / Sucrose
Colestipol HCL
Fenofibrate
Gemfibrozil
Lovastatin
Pravastatin Sodium
Simvastatin

Diabetes

Acarbose
Chlorpropamide
Glimepiride
Glipizide
Glipizide / Metformin HCL
Glyburide
Glyburide, Micro / Metformin HCL
Glyburide, Micronized
Metformin HCL
Nateglinide
Tolazamide
Tolbutamide