
MASTER AGREEMENT

BETWEEN

CADILLAC AREA PUBLIC SCHOOLS

AND

CADILLAC EDUCATION ASSOCIATION, MEA/NEA

September 1, 2015 - August 31, 2019

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Agreement

This Agreement entered into this March 15, 2016, 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 licensed school counselors 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.

Article II **Board's Rights**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or business or school hours or days.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods, schedules, and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees, including physical conditions as provided by law.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its function, authority, amount of supervision and table of organization.
11. Determine the policy affecting the selection, testing or training of employees.
12. To hire all employees, to determine their qualifications and conditions for their continued employment.
13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees including special programs.
14. Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
15. To determine and re-determine job content.

C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating employees covered by this

agreement, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its power and rights, acts through its administrative staff.

- D. Subject to the provisions of this agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operations of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

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. The Association shall reimburse the district in accordance with the Freedom of Information Act (FOIA).
- 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 licensed school counselors covered by this Agreement are set forth in Schedule A which is attached to and made a part of this Agreement.
1. Any teacher or licensed school counselor who fulfills the requirements for a BA+30 or Master Degree in a program related to their current, past or future teaching, counseling, administration assignment will be placed on the appropriate Salary Schedule, effective as of the 1st, 6th, 12th or 18th pay 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. 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-sixth (1/6), or one-fifth (1/5) in a five (5) period day of his/her contractual salary on a pro rata basis.
- 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 in the second payroll in June of each year.
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-4 and 7:00 A.M. and 4:30 P.M. for grades 5-12.

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. For elementary/middle school teachers, 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, 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 (K-5) 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 (K-5) 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 (K-5) 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, 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.

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. (See Letter of Agreement)
- D. Each teacher, with the exception of those teachers who volunteer for paid duty in the amount of ten dollars (\$10.00) 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. 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. The student makeup of the classes for combination rooms will be finalized with 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.

- C. 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) per class except in traditionally larger classes. The Board recognizes that certain secondary classes require a manageable class size.
- d. In 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, 5 and 6 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). It is understood that art, music and physical education classes in elementary grades shall not be doubled up; however, adjustments may be made to 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

may be requested for one (1) hour each day in the elementary and the same amount of teacher assistant time may 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. No request for teacher assistant will be denied for reasons that are arbitrary and capricious. The Board shall strive to maintain that no class exceeds three (3) students over the top of the class size guidelines.

B. Special Education and Office of Civil Rights (Section 504)

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 Office of Civil Rights, (Section 504).

1. Copies of the deviation requests for special education case loads will be provided to the Association president upon submission to the Department of Education.
2. 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.
3. 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.
4. 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).
5. 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.
6. The administration will make a reasonable attempt to provide for a substitute in the absence of the regularly assigned special education aide.
7. 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.

- C. Copies of the notices shall be sent to the president of the Association.
- D. 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.
- E. 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.
- F. 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.
- G. Every teacher and licensed school counselor employed by the Board must have a valid certificate/license. This certificate/license must be filed with the superintendent. Failure to file the certificate/license or loss of certification/license may result in loss of employment.
- H. 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. Any teacher possessing the qualifications may apply in writing for such vacancy at the superintendent's office.
- B. 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. 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.

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. The aforementioned ten (10) sick leave days per school year with pay shall be considered ten (10) new available sick leave days per school year, and shall be separate from a teacher's accumulated sick days. At the end of the school year, a teacher

shall be allowed to retain and accumulate any of the ten (10) sick leave days that are unused. This yearly accumulation of sick days will continue until a teacher has reached the limits set by Article X, Section F1. Sick leave 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. A teacher with less than 27 years of service credit with the Michigan Public Schools Employee Retirement System and ten (10) years with the Cadillac Area Public Schools shall be allowed to accumulate up to ninety (90) granted and unused sick leave days.
 - a. A teacher in this category, having reached the maximum accumulation of ninety (90) granted and unused sick leave days at the end of previous school year, shall begin the new school year with ninety (90) *accumulated* sick leave days plus ten (ten) new sick leave days (Article X, Section A) for a combined total of 100 *available* sick days for the school year.
2. A teacher with 27 years or more of service credit with the Michigan Public Schools Employee Retirement System and ten (10) years with the Cadillac Area Public Schools shall be allowed to accumulate up to one hundred (100) granted and unused sick days.
 - a. A teacher in this category, having reached the maximum accumulation of one hundred (100) granted and unused sick leave days at the end of the previous school year, shall begin the new school year with one hundred (100) *accumulated* sick leave days plus ten (10) new sick leave days (Article X, Section A) for a combined total of 110 *available* sick leave days for the school year.
3. 27 years of service credit with the Michigan Public Schools Employee Retirement System shall mean either:
 - a. 27 years of service.
 - OR-
 - b. A combination of years of service plus the years of purchased (paid for) service totaling 27 years.
4. An Office of Retirement Services (ORS) statement shall serve as proof that a teacher has acquired the necessary 27 years of service credit with the Michigan Public Schools Employee Retirement System.
5. It is the teacher's responsibility to prove that s/he is eligible to accumulate one hundred (100) sick days by providing the Cadillac Area Public Schools Board of Education with an ORS statement.
6. Any teacher who ends a school year with (90) or more accumulated sick leave days shall be eligible to receive the Article X, Section O "Attendance Incentive" pay the following school year.
7. All ten (10) Article X, Section A sick leave days shall be used before any of a teacher's accumulated sick leave days (Article X, Section F).
8. 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 fifteen (15) 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. Any teacher who ends a school year with ninety (90) or more accumulated sick leave days shall be eligible to receive the Article X, Section O "Attendance Incentive" pay the following school year.
2. Once a teacher becomes eligible to receive the Article X, Section O "Attendance Incentive" s/he will continue to be eligible for the Article X, Section O "Attendance Incentive" pay each school year, up to and including his/her year of retirement, provided that the teacher maintains ninety (90) or more accumulated sick leave days at the end of the previous school year.
3. The Section O attendance payments are directly related to the Article X, Section A ten (10) new sick leave days per school year.
4. Each school year, the determination of whether or not a teacher (who has accumulated ninety (90) or more sick leave days the previous school year) receives the "Attendance Incentive" according to Section O shall be based solely on how a teacher uses the Article X, Section A ten (10) new sick leave days per school year.
 - a. 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.
 - b. Each teacher shall receive credit for each personal business day(s) and/or hours not used by the end of the school year and will be converted to sick leave time. Or the teacher may elect in writing to central office by the second payroll in June of each school year to 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. 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.
 5. Those items pertaining to Schedule B.
- 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 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 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. The arbitrator shall have no authority to rule on evaluation, layoff, recall, assignment, discipline, discharge, or incentive pay.

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 the insurance plans offered in this agreement. Members shall be offered the choice between MESSA Choices II \$500/\$1000 deductible health insurance plan or MESSA ABC Plan 1 with \$1,300/\$2,600 deductible, ABC Rx with the deductible being paid by the Board. 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. Neither health plan shall provide coverage for abortion or abortion-related services pursuant to Section 102 of the State Aid Act. If both spouses work for the District, no more than one shall elect

health coverage. The other spouse shall receive the cash in lieu amount specified below. Bargaining unit members not electing health insurance will select MESSA Plan B.

2. Health insurance coverage shall discontinue on the date a retiring teacher enters into the retirement system.

The employer's premium contribution will be adjusted July 1 of the year in accordance with the Michigan Department of Treasury guidelines.

The 2015-2016 rates will be:

Single = \$499.36 per month

Self & Spouse = \$1044.32 per month

Family = \$1361.89 per month

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 or ABC Plan 1, ABC Rx
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, pay the employee \$220 cash in lieu of health insurance or placed in an annuity in a mutually agreeable carrier for the contract years.

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.

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.

3. 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.
 4. 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.
 5. The parties may agree to provide an additional carrier or alternative health insurance plan.
 6. 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.
- C. 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 licensed school counselor shall be evaluated as defined in State Statute MCL 380.1249.
- B. Probationary Teachers. All new teachers hired are required to serve a five (5) year probationary period.
- C. Each teacher/licensed school counselor 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/evaluation reports;
 2. Copies of annual contracts;
 3. Teacher/certificate;
 4. A transcript of academic records;
 5. Tenure recommendation.

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.

- D. No licensed school counselor shall be disciplined without just cause after completion of five (5) 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, licensed school counselor or itinerants may be subject to non-renewal without recourse to arbitration.
- E. 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 **Seniority**

- A. Seniority. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act. Non-certified itinerants and licensed school counselors are subject to a five (5) 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, licensed school counselors, 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, licensed school counselor, or administrator shall be “employed” for seniority purposes when performing services for the District for pay. Teachers, licensed school counselors, 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, licensed school counselors, 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, licensed school counselor or administrator resigns or is terminated completely from employment with the District.

- C. Probationary teachers and probationary licensed school counselor shall not have seniority. Tenure teachers, non-probationary licensed school counselor, 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. It is within the sole discretion of the Board of Education to reduce the education program and curriculum.

- F. 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 23rd 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 23rd 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
Emergency Financial Manager

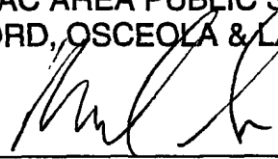
If an Emergency Financial Manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, The Emergency Manager may reject, modify, or terminate the Association Agreement in his/her sole discretion. This authority is a prohibited subject of Association under the Public Employment Relations Act (PERA).

Article XX

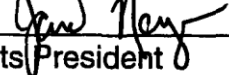
This Agreement shall be effective as of the 15th day of March 2016, and shall continue in effect until the 31st day of August 2019.

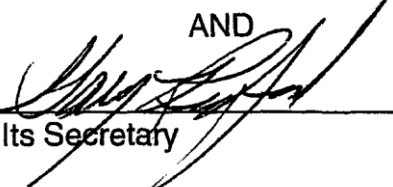
This Agreement shall not be altered or amended except upon mutual consent of the parties hereto.

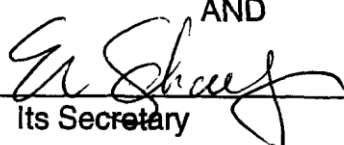
**CADILLAC AREA PUBLIC SCHOOLS
WEXFORD, OSCEOLA & LAKE COUNTIES**

BY: 
Its President

**CADILLAC EDUCATION ASSOCIATION
MEA/NEA**

BY: 
Its President

AND
BY: 
Its Secretary

AND
BY: 
Its Secretary

2015-2019 Salary Schedule

Steps	2015-2016		2016-2017		2017-2018		2018-2019		2015-2016		2016-2017		2017-2018		2018-2019	
	B.A.	B.A.	B.A.	B.A.	B.A.+30	B.A.+30	B.A.+30	B.A.+30	M.A.	M.A.	M.A.	M.A.	M.A.	M.A.	M.A.	M.A.
1	\$ 35,265	\$ 35,265	\$ 35,265	\$ 35,265	\$ 35,933	\$ 35,933	\$ 35,933	\$ 35,933	\$ 37,546	\$ 37,546	\$ 37,546	\$ 37,546	\$ 37,546	\$ 37,546	\$ 37,546	\$ 37,546
1.5	36,221	36,221	36,221	36,221	36,890	36,890	36,890	36,890	38,631	38,631	38,631	38,631	38,631	38,631	38,631	38,631
2	37,182	37,182	37,182	37,182	37,850	37,850	37,850	37,850	39,698	39,698	39,698	39,698	39,698	39,698	39,698	39,698
2.5	37,843	37,843	37,843	37,843	38,511	38,511	38,511	38,511	40,424	40,424	40,424	40,424	40,424	40,424	40,424	40,424
3	38,506	38,506	38,506	38,506	39,174	39,174	39,174	39,174	41,136	41,136	41,136	41,136	41,136	41,136	41,136	41,136
3.5	39,163	39,163	39,163	39,163	39,831	39,831	39,831	39,831	41,826	41,826	41,826	41,826	41,826	41,826	41,826	41,826
4	39,820	39,820	39,820	39,820	40,488	40,488	40,488	40,488	42,517	42,517	42,517	42,517	42,517	42,517	42,517	42,517
4.5	40,479	40,479	40,479	40,479	41,147	41,147	41,147	41,147	43,235	43,235	43,235	43,235	43,235	43,235	43,235	43,235
5	41,140	41,140	41,140	41,140	41,808	41,808	41,808	41,808	43,962	43,962	43,962	43,962	43,962	43,962	43,962	43,962
5.5	41,964	41,964	41,964	41,964	42,631	42,631	42,631	42,631	44,854	44,854	44,854	44,854	44,854	44,854	44,854	44,854
6	42,788	42,788	42,788	42,788	43,457	43,457	43,457	43,457	45,738	45,738	45,738	45,738	45,738	45,738	45,738	45,738
6.5	43,610	43,610	43,610	43,610	44,279	44,279	44,279	44,279	46,618	46,618	46,618	46,618	46,618	46,618	46,618	46,618
7	44,431	44,431	44,431	44,431	45,098	45,098	45,098	45,098	47,508	47,508	47,508	47,508	47,508	47,508	47,508	47,508
7.5	45,420	45,420	45,420	45,420	46,088	46,088	46,088	46,088	48,568	48,568	48,568	48,568	48,568	48,568	48,568	48,568
8	46,413	46,413	46,413	46,413	47,082	47,082	47,082	47,082	49,629	49,629	49,629	49,629	49,629	49,629	49,629	49,629
8.5	48,728	48,728	48,728	48,728	49,397	49,397	49,397	49,397	52,121	52,121	52,121	52,121	52,121	52,121	52,121	52,121
9	49,746	49,746	49,746	49,746	50,414	50,414	50,414	50,414	53,209	53,209	53,209	53,209	53,209	53,209	53,209	53,209
9.5	50,762	50,762	50,762	50,762	51,430	51,430	51,430	51,430	54,306	54,306	54,306	54,306	54,306	54,306	54,306	54,306
10	51,778	51,778	51,778	51,778	52,446	52,446	52,446	52,446	55,402	55,402	55,402	55,402	55,402	55,402	55,402	55,402
10.5	53,544	53,544	53,544	53,544	54,212	54,212	54,212	54,212	57,264	57,264	57,264	57,264	57,264	57,264	57,264	57,264
11	60,045	60,045	60,045	60,045	60,714	60,714	60,714	60,714	64,209	64,209	64,209	64,209	64,209	64,209	64,209	64,209
12	60,045	60,645	61,251	61,864	61,321	61,934	62,553	62,553	64,209	64,851	65,500	65,500	65,500	65,500	65,500	65,500
16*	61,045	61,645	62,251	62,864	62,321	62,934	63,553	63,553	65,359	66,001	66,650	66,650	66,650	66,650	66,650	66,650
21*	61,270	61,870	62,476	63,089	62,546	63,159	63,778	63,778	65,584	66,226	66,875	66,875	66,875	66,875	66,875	66,875
26*	61,495	62,095	62,701	63,314	62,771	63,384	64,003	64,003	65,809	66,451	67,100	67,100	67,100	67,100	67,100	67,100

* Denotes longevity steps

Note A: 2015-2016 Advance in steps only no compensation.

2016-2017 Full Steps. Those on steps 12 and above shall receive 1% on schedule.

2017-2018 Full Steps. Those on steps 12 and above shall receive 1% on schedule.

2018-2019 Full Steps. Those on steps 12 and above shall receive 1% on schedule.

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 12, 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 12, 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 12, 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. 2015-2016 Advance in steps only no compensation.
4. On salary schedule, steps 11 and 12 will be separated.
5. 2016-2017 Full Steps. Those on steps 12 and above shall receive 1% on schedule.
6. 2017-2018 Full Steps. Those on steps 12 and above shall receive 1% on schedule.
7. 2018-2019 Full Steps. Those on steps 12 and above shall receive 1% on schedule.

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%
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%
Drama	5%
Forensics	6%
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 2015-2019

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-4 and 5-12.

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-4 will be 4:15 p.m. to 8:15 p.m.
 - Grades 5-8 will be 3:00 p.m. to 7:00 p.m.
 - Grades 9-12 will be 4:00 p.m. to 7:00 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. Letter of Agreement:
If Cooley High School (CAPS Alternative Education Program) closes, all teachers at Cooley High School will be placed in positions in the CAPS K-12 Program in which they are highly qualified and properly endorsed as defined in the CEA Collective Bargaining Agreement when a vacancy occurs.
Cooley staff will have first right to a vacant position for which they are qualified. Current probationary teachers will not be displaced in order to provide the Cooley High School teacher a position.

The seniority earned while at Cooley High School shall be frozen if the Alternative Program is closed or a Cooley teacher transfers into the K-12 Program.

If Cooley High School reopens as an alternative program or if a former Cooley teacher transfers back to Cooley High School, their frozen Cooley High School seniority shall be utilized for placement in the Alternative Program.

All other elements of the CEA Bargaining Agreement shall be followed.

This agreement shall not establish a precedent and is for the sole purpose of this situation only.

- J. 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

Master Agreement Language.

**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

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

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 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: 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.

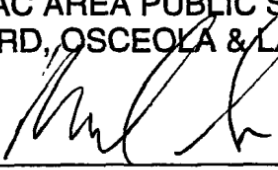
Article XVIII – Miscellaneous Provisions

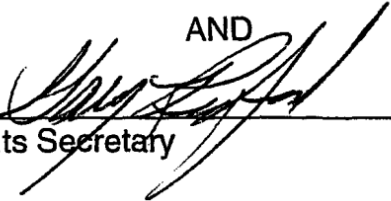
Master Agreement Language.

Article XIX – Agreement

This addendum is effective as of the 15th day of March 2016, and shall continue in effect until the 31st day of August 2019.

**CADILLAC AREA PUBLIC SCHOOLS
WEXFORD, OSCEOLA & LAKE COUNTIES**

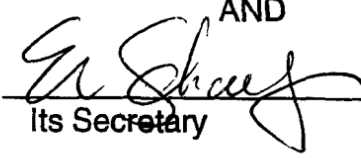
BY: 
Its President

BY: 
Its Secretary

AND

**CADILLAC EDUCATION ASSOCIATION
MEA/NEA**

BY: 
Its President

BY: 
Its Secretary

AND

Schedule A

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

Appendix E-1
Letter of Understanding

A. 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

By _____

Its _____

FOR
CADILLAC EDUCATION ASSOCIATION

By _____

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,

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

**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

Cadillac Education Association

by

date

**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 scales. 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 1 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 Paula Libnow

Dated 5/18/05

Cadillac Education Association

By Deedee Gills

Dated 5/18/05

2-10-2014

Letter of Agreement:

The purpose of the Letter of Agreement is for clarification in language per recommendation of District Attorney.

Additional Schedule A Provisions

#3. Full steps will be paid per salary schedule for the 2013-2014 school year (no retroactive pay) prospective as of 2-11-14.

#4. Members who are eligible to receive a step increase (including longevity payments) for the contract year 2014-2015 will receive the step increase in experience but payment of that experience advancement will be deferred until the 12th payment of the 2014 – 2015 school year. (Clarification – It is understood that payments after the 12th payment of the 2014 – 2015 school year will not include retroactive pay for the first 12 payments of the 2014 – 2015 school year, but will represent a full step in experience.) Financial compensation for the step increase will be prospective as of 13th pay of 2014-2015.

For: Cadillac Area Public Schools

For: Cadillac Education Association

Joann M. Spruy 2-10-2014
Title Superintendent Date

[Signature] 2/10/2014
Title Chief Negotiator CEA Date

[Signature] 2/10/2014
Title Chief Negotiator Date

[Signature] 2/10/2014
Title President, CEA Date

LETTER OF AGREEMENT

Letter of Agreement regarding language in Article VI C. speaking to parent teacher conferences.

Each teacher shall be required to attend parent teacher conferences and open houses, but attendance at PTO will be voluntary. It is understood that our current parent teacher conference structure could be improved. The Liaison committee will be convened to look at how CAPS can better meet the communication needs of parents and students. This committee will meet in September to make a recommendation. The Union President and Superintendent will review the recommendation made by the committee. The final recommendation will be presented to the Board of Education for approval.

The committee will meet to review survey feedback from parents and staff. Based on surveyed feedback, recommendations for adjustments will be made annually by district committee.

9/22/2015 

9/22/15 