

Contract Agreement

BOARD OF EDUCATION
CHEBOYGAN AREA SCHOOL DISTRICT

and the

CHEBOYGAN AREA EDUCATION ASSOCIATION
NORTHERN MICHIGAN EDUCATION ASSOCIATION
MEA - NEA

2005-2007

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**Cheboygan Area
Schools**

Contract Agreement

Section - 1

SECTION 1.1 CONTRACT AGREEMENT

This Agreement is entered into this 1st day of September, 2005 by and between the Northern Michigan Education Association, MEA, NEA, hereinafter called the "NMEA," and the Board of Education of Cheboygan Area Schools of Cheboygan, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

SECTION 1.2 RECOGNITION

Pursuant to Act 379, Public Acts of 1965, as amended, the Board recognizes the NMEA as the exclusive bargaining agent for employees of the Board in the bargaining unit are hereafter employed and defined as all professional personnel, including personnel on tenure and probation, classroom teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, advising or critic teachers, teachers of the home bound or hospitalized, certificated school nurses employed under contract by the Board (whether or not assigned to a public school building), but excluding all others such as, but not limited to, superintendent, assistant superintendent, area coordinators, athletic director, and all other supervisory and executive personnel, office and clerical employees, custodial and maintenance employees, bus drivers, teacher aides and paraprofessionals.

SECTION 1.3 WITNESSED

WHEREAS the Board and the NMEA recognize and declare that providing a quality education for the children of this school district is their mutual aim and

WHEREAS the members of the teaching profession may be qualified to assist in formulating policies and program, and

WHEREAS the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the NMEA as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

SECTION 1.4 EXTENT OF THE AGREEMENT

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the NMEA. This Agreement is subject to amendment, alteration or additions, only by a

subsequent written Agreement between and executed by, the District and the NMEA. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. 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 the Agreement. Therefore, the District and the NMEA, for the life of this 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 matter 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.
- D. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of the Agreement and govern the relation of the parties hereunder.

It is further agreed that within thirty (30) days of notification of a final and binding determination of such illegality, the employer and association/union will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

SECTION 1.5 DURATION OF AGREEMENT

- A. This Agreement shall be effective September 1, 2005 and shall continue in effect until the 31st day of August, 2007. Negotiations between the parties shall begin no later than sixty (60) days prior to the contract expiration date. If pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire on such expiration date.
- B. Copies of this Agreement shall be printed by the board within 30 days after the Agreement is signed and shall be made available to any interested party at a reasonable charge. The Board agrees, however, that bargaining unit members or other employees of this District will not be required to pay the reasonable charge of printing the Agreement.

SECTION 1.6 AGENCY SHOP

- A. On or before the 15th day of September of each year, the Association Treasurer shall be provided with a list of bargaining unit personnel by the business office. Notification of those hired after September 15 shall be given to the Association Treasurer within ten (10) workdays following hire. The Association Treasurer shall certify to the business office by October 12 of each year the amount of the annual membership dues and/or representation service fees required of Association members and/or non-member fee payers. For those hired after September 15 the Association Treasurer shall certify the amount of dues and/or representation fee to the business office within ten (10) work days from notification of hire. The Board shall deduct such amounts from the salary payments to the bargaining unit personnel in equal installments over nineteen (19) pays, as nearly as may be made, from the paychecks of each bargaining unit member who has executed an individual contract of employment and shall transmit the amounts deducted to the Association Treasurer within three (3) work days of the deduction.

Pursuant to Chicago Teachers Union vs. Hudson, 106 S.Ct. 1066 (1986), the union has established a "Policy regarding objections of political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedures set forth in this Agreement, or any other administrative or judicial procedure.

- B. The Board also agrees to provide for payroll deductions for the United Fund, the Credit Union, annuities, banks, and any other programs mutually agreed upon by the parties when ten (10) or more employees sign forms for payroll deduction from the same company (vendor). Current payroll deductions will be honored regardless of the number of current participants.
- C. The NMEA agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement, provided:
1. The Board gives timely notice of such action to the Association; and
 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- D. The parties agree that every teacher suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 1231 of the School Code and that every such contract shall contain the

following:

"This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of teachers employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting this contract, you agree to be bound by all of such terms, including wage deduction provisions thereof."

SECTION 1.7 GRIEVANCE PROCEDURE

A grievance shall be an alleged violation of the expressed terms of this contract.

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

- A. The termination of services of or failure to re-employ any probationary teacher.
- B. The termination of services or failure to re-employ any teacher to an extra-curricular position on Schedule B-1 and B-2.
- C. Any matter involving the judgmental content of teacher evaluation.
- D. Provided, however, the matters described in B may be referred as a grievance through the Board level so long as the employee requests a closed session. These matters shall not be submitted for arbitration.
- E. 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).

A written grievance shall contain the following:

- 1. It shall be specific.
 - 2. It shall name and be signed by the employee(s) involved.
 - 3. It shall contain a statement of facts upon which the grievance is based.
 - 4. It shall contain a reference to the articles and sections of this Agreement which have been allegedly misinterpreted or violated.
 - 5. It shall state the relief requested.
- F. The term "days" unless otherwise specified shall mean school or business days When central administrative office is open.
 - G. HEARING LEVELS
 - 1. INFORMAL LEVEL:

When a cause for complaint occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor in

an effort to resolve the complaint. The Association may be notified and have a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder. The informal meeting shall occur within twenty (20) days of the occurrence or within twenty (20) days of knowledge of the occurrence.

2. FORMAL LEVEL I:

If a complaint is not resolved in a conference between the affected grievant(s) or the Association Representative and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within five (5) days of the meeting between the supervisor and the affected grievant(s) or the Association Representative. A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) submitting the grievance and to the Association Representative.

3. FORMAL LEVEL II:

If the Association is not satisfied with the disposition of Level I, the grievance shall be submitted by the Association to the Superintendent, or his/her designee, within five (5) days.

The Superintendent, or his/her designee, shall meet with the Association within five (5) days after receipt of the grievance and shall indicate his/her disposition, in writing, to the Association within five (5) days after such meeting.

4. FORMAL LEVEL III:

If the Association is not satisfied with the Superintendent's disposition or if no disposition has been made, it must appeal the decision, in writing, to the Board of Education within five (5) days. A meeting will take place with the Board of Education and the Association at the next regularly scheduled Board Meeting. The Board shall indicate its disposition of the grievance, in writing, to the Association within five (5) days after such meeting.

5. FORMAL LEVEL IV:

If the Association is not satisfied with the disposition of the grievance at Level III, or if no disposition has been made by the Board within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator by filing a Demand for Arbitration with the American Arbitration Association within twenty (20) days following receipt of the disposition or within twenty (20) days after the expiration of the

period provided for the disposition if no disposition has been rendered within the period provided. The arbitrator shall be selected through the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.

Individual employees may not arbitrate a grievance.

- H. Neither party may raise a new defense or ground at Level IV not previously raised or disclosed at other written levels.
- I. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- J. Powers of the Arbitrator are subject to the following limitations:
 - 1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the agreement.
 - 2. He/she shall have no power to establish salary scales or to change any salary except as it applies to interpretation of this Agreement.
 - 3. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy rule or any action taken by the Board, provided that the practice, policy or rule is not in conflict with the Master Agreement.
 - 4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the Board's responsibilities, except as they may be specifically conditioned by this Agreement.
 - 5. He/she shall have no power to interpret state or federal law.
 - 6. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 - 7. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
 - 8. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to rule on the merits of the case until a written decision has been rendered upon the arbitrability issue. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

9. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- K. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses, salary and substitute costs.
- L. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher leave the employ of the school district or fail to appeal a decision within the limits specified (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.
- M. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- N. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- O. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. (In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.)
- P. During the pendency of any proceedings up to the third level all proceedings shall be private.
- Q. There shall be no reprisals of any kind by administrative personnel taken against any party in interest of any other participant in the procedure set forth herein by reason of such participation. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- R. When an aggrieved action is taken by written communication from a level higher than the immediate supervisor, the affected bargaining unit member or the Association may bypass the earlier steps of the grievance procedure and go directly to the Superintendent. In this situation, the number of days to respond would be changed to ten (10) days.

SECTION 1.8 CONFERENCE MEETING

Representatives of the Board and the CAEA/NMEA shall meet at the request of either party with appropriate notice for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the Grievance procedures.

The requesting party shall submit to the other, at least five (5) days prior to the meeting, an agenda covering what they wish to discuss.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratifications by the Board and the CAEA.

SECTION 1.9 LAYOFF AND RECALL PROCEDURE

A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this section shall be used in laying off personnel.

B. LAYOFF PROCEDURE

Affected bargaining unit members and the Association shall receive notice sixty (60) days prior to the end of the school year, of any reduction in personnel, except in the case of financial distress of the school district. In the event that such notice is mailed, placing a certified letter in the mail, addressed to the last reported address of the person in question, shall constitute timely notice.

In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the specific positions to be eliminated will be identified and the following procedure will be used for those positions:

1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified and qualified to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
2. If the reduction of certified personnel is still necessary, then teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first.
3. A teacher, who is laid off pursuant to this section, has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purpose of this section "qualified" shall be defined in the following manner:
 - a. Possess current teaching certificate for the desired level of instruction or specialty.
 - b. Who are qualified to teach those classes by the MDE.
 - c. Who have the longest period of continuous service in the school district.

C. RECALL PROCEDURE

Recall of tenure teachers shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course he/she is being assigned. After five years on layoff, the tenured teacher's right to recall expires and the employee is terminated.

D. The Board agrees to update and publish a seniority list by October 14 each year. The updated list will be distributed to each bargaining unit member no later than the second Friday in October of the current school year. If no inaccuracies are reported by October 31, the seniority list will be considered final and conclusive.

E. Seniority is defined to mean the amount of time, counted in semesters, (beginning with the 2002-2003 school year) an individual is continuously employed as a certificated teacher in this bargaining unit. Seniority shall be determined by the first day worked. Beginning with the 1996-97 school year in order to determine seniority when more than one person begins work on the same date, lots will be drawn prior to September 30 of each school year to determine seniority ranking.

F. Seniority shall continue to accumulate during periods of layoff or paid leaves or as required by law. Seniority shall also continue on an unpaid sick leave. However, a person on such leave shall not accumulate additional sick days until after he/she have returned to work from such a leave. During periods of leaves other than those specified in this paragraph, seniority shall be frozen if the teacher is on leave a semester or more and will resume upon his/her return.

It is understood that worker's compensation/disability leaves are considered paid leaves in relationship to seniority.

G. Seniority shall accumulate on a pro-rated basis for persons considered less than full time. Such pro-ration shall be based upon the number of hours worked compared to the number of hours worked by a full time employee. This section does not apply to substitutes. Substitutes do not accumulate seniority.

H. Senior employees may volunteer for layoff and shall be given the opportunity to do so, where possible, and with mutual agreement of the Board, the Association and the person scheduled for layoff. Employees who take voluntary layoff may not subsequently bump a less senior employee.

I. A bargaining unit employee who is notified of a layoff at the conclusion of a regularly scheduled school work year and is subsequently recalled for work in the next regularly scheduled school work year or a bargaining unit employee who is not laid off at the end of the school year and continues his/her position at the beginning of the next school year, and who is paid unemployment compensation benefits during the summer recess period between the two school work years shall be paid at a biweekly wage rate during the school year immediately following such that the amount of wage compensation earned for the scheduled school work year of the employee plus the unemployment compensation the

employee received will not be more than the wage compensation the employee would have earned for the scheduled school work year had the employee not received unemployment compensation.

**Cheboygan Area
Schools**

Contract Agreement

Section - 2

SECTION 2.1 VACANCIES AND PROMOTIONS

- A. A vacancy shall be defined for purposes of this contract as a situation where a vacant position was previously held by an employee or when a new position covered by this Article is created.
- B. Vacancies created by resignation/retirement will always be posted district-wide (as per D) along with any remaining vacant positions after reassignment and shall be filled in accordance with Section E.
- C. If an unassigned teacher fails to apply or is not granted a vacant position(s), the teacher may be assigned to a position for which he/she is certified and qualified.
- D. Any qualified teacher may apply for such vacancy. The Board agrees to give due weight to the professional background and qualifications of all applicants and to the length of time each has been in the school system. Qualifications of two (2) or more applicants for the same bargaining unit vacancy being equal, seniority, as defined in Section 1.9 G, shall govern.
- E. If no interest is shown from within the bargaining unit, or if applicants from within do not have the qualifications to do the work, the manner in which the job is filled will be at the sole discretion of the Board.

SECTION 2.2 TRANSFERS

- A. Since the frequent transfers of teachers from one school building to another within the school district is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that un-requested transfers of teachers are to be minimized.
- B. In the event that transfers of teachers appear to be necessary, lists of available positions in other school buildings shall be posted in the same manner as provided in Section 2.1. The Board shall consider written transfer requests from teachers.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain the seniority he/she earned in the bargaining unit along with up to two (2) years of additional seniority for administrative service. Any administrator employed on September 1, 1996 who qualifies under this section shall have his/her total seniority frozen either at the current level or, if less than two (2) years seniority has accrued as an administrator, the employee shall continue to earn seniority until the two years of administrative seniority have been earned.
- D. When enrollment fluctuations in grades K-5 cause a reassignment, the following procedure shall be followed.
 - 1. Volunteers will be sought within the building only.

2. With administrative approval, teachers district-wide in non-vacant positions, can mutually agree to switch positions.
3. The least senior teacher in the grade level in the building/department which is being reduced will be reassigned.
4. Reassigned teachers will have first choice by seniority of open positions created by enrollment fluctuations for which they are qualified, first within their building and then district-wide.
5. Should a reassigned teacher decline to bid on an open position, he/she may apply for posted vacancies. However, if he/she is not selected for that vacancy, he/she may then be assigned to an available open position.
6. No teacher will be involuntarily reassigned to a grade level not previously taught more than two (2) out of four (4) years due to enrollment fluctuation. In this situation, the next least senior teacher shall be re-assigned.

SECTION 2.3 EMPLOYEE AND NMEA RIGHTS

- A. Employees of the Board who are members of the NMEA and its representatives shall have the right to use school buildings at reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 p.m.
- B. Duly authorized representatives of the NMEA shall be permitted to transact business on school property with employees of the Board at reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. Employees of the Board engaged in NMEA business shall have the right at reasonable times to use building office equipment when such equipment is not in use by Board or its representative. The NMEA assumes all liability for the use of such equipment and agrees to pay the cost of any materials used by the employee.
- D. The teachers shall have available to them, at Board expense, a bulletin board within their lounge for the dissemination of the NMEA materials and notices of employee concern. They shall also have the reasonable use of the school public address system and school mail system, subject to the following limitations:
 1. Such use shall not interfere, in any way, with normal school operations.
 2. All announcements or communications shall identify their source. No material detrimental to the Cheboygan Area Schools, its administration, its employees, or the operations of the school district shall be placed on the bulletin boards, in the school district mail, or in any announcement.
- E. The Board agrees to furnish to the NMEA in response to written requests available information concerning the financial resources of the district, together with information which may be necessary for the NMEA to process any grievance.

- F. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the NMEA either on or off school premises.

SECTION 2.4 TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load at middle school, high school, and alternative education is as outlined in Appendix B.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- C. Teachers who will be affected by change of assignments will be notified and consulted by their principals as soon as practicable and prior to the end of the school year. Such changes will be voluntary to the extent possible. In the event of a change in grade assignment in elementary school grades or subject assignments in secondary school grades during the school year, every effort will be made to give as much advance notice as possible to the teacher or teachers affected.
- D. Off-site teachers are those whose only assignment is to provide services to students away from the physical plants/grounds operated by the Cheboygan Area Schools i.e. home-bound students (including expelled students regardless of site), county jail residents, etc.

SECTION 2.5 EVALUATION OF TEACHERS

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly.
- B. Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator as designated by the Board of Education. Each written review of the teacher's job performance shall be based on at least one visit of thirty (30) consecutive minutes of classroom observation.
- In cases involving unsatisfactory ratings, evaluations will be made at least every thirty (30) work days prior to March 15, unless the unsatisfactory work performance is corrected.
- C. All evaluations shall be reduced to writing and three (3) copies of the written evaluation shall be submitted to the teacher. All copies shall be signed by the teacher and administrator (evaluator) and two copies returned to the administration. The third will be retained by the teacher.
- D. In the event that the teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections, in writing, within thirty (30) calendar

days of receipt unless mutually extended, and have them attached to the evaluation report to be placed in his/her personnel file.

- E. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms and the evaluator shall indicate the specific ways in which the teacher is to improve.
- F. If in the judgment of the evaluator, the evaluation is unsatisfactory, he/she will arrange for a personal conference with the teacher for the purpose of clarifying the written evaluation report within five (5) working days after the teacher receives a copy of the evaluation. If, however, the written evaluation is rated satisfactory, the personal conference shall not be deemed mandatory, but will be at the discretion of the teacher.
- G. Each teacher, early in the school year, shall be apprised of the specific criteria upon which the teacher will be evaluated. Teacher evaluation shall be based on the criteria listed on the form which is included as an appendix. All teachers shall be apprised of changes in said criteria.
- H. Tenure teachers shall be evaluated at least once every three (3) years prior to May 15. In the event of a negative or unsatisfactory evaluation, the tenure teacher shall be evaluated yearly, prior to May 15.
- I. Probationary teachers will be observed a minimum of four (4) times during the school year, (three (3) times prior to March 15), except for those rated satisfactory at the end of the first year. The latter will be observed at least once each semester. Such dates shall be adjusted based upon probationary teacher's anniversary date.

An evaluation cycle shall be defined as having; 1) A pre-observation conference; 2) work site observation(s); 3) post observation conference(s); and, 4) a written report provided within ten (10) days of the observation.

To begin the evaluation cycle, the evaluator shall hold a pre-evaluation conference with the bargaining unit member. The purpose of this conference is to review the evaluation form (Appendix A), arrange an observation schedule, and to provide a tentative time schedule for the entire evaluation cycle.

SECTION 2.6 DISCIPLINE OF TEACHERS

- A. Any discipline including warning, reprimand, suspension or discharge of any teacher shall follow due process and be for just cause.
- B. If a teacher is to be subject to written reprimand by the Board or its agents, the teacher shall be entitled to have a representative of the NMEA present.
- C. Any complaint made against a teacher, which will become a part of the personnel file, will be promptly called to the attention of the teacher.

- D. Nonrenewal of a probationary teacher shall be governed by the Tenure Act provisions for nonrenewal.

SECTION 2.7 BOARD RIGHTS

The District retains all rights, powers and authority vested in it by the law and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education Minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by Express Provisions of the Agreement under Act 379 of the Michigan Public Acts of 1965.

SECTION 2.8 TEACHERS RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every "teacher" of the "school district" shall have the right to freely organize, join, and support the NMEA for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States. The Board will not discriminate against any teacher with respect to wages, hours, or any terms or conditions of employment by reason of his membership in the NMEA, his participation in any activities of the NMEA or collective professional negotiations with the Board, or his/her institution of any grievance.
- B. Pursuant to the requirements of the Elliott-Larson Civil Rights Act 453 of the Public Acts of 1976, the Association and the Board hereby agree to comply with their respective obligations not to discriminate against any teacher because of religion, race, color, gender, national origin, age, height, weight or marital status. Claims pursuant to this provision may be filed as a grievance up to and including the superintendent's level. This new discrimination clause is not subject to binding arbitration, but shall be pursued before the Michigan Civil Rights Commission.
- C. Both the Employer and Association recognize the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition, and an appreciation of

individual personality. Teachers shall be free to discuss findings and conclusions in their respective fields or areas of knowledge without interference from artificial restraints and censorship. New ideas based upon scholarly evidence, contemporary thought, and conflicting opinions among specialist may be freely discussed in the classrooms, and investigated by students. It is recognized that academic freedom carries with it certain responsibilities. Teachers shall not be one-sided or propagandistic in relation to knowledge, and conflicting theories and interpretations should be handled objectively. Board policies and Cheboygan and state curriculum guidelines will be followed.

**Cheboygan Area
Schools**

Contract Agreement

Section - 3

SECTION 3.1 TEACHERS PROTECTION

- A. The Board recognizes its responsibility to 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, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities; provided that it has determined that the teacher has acted within the scope of the Board policy.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board may provide legal counsel to advise the teacher of his/her rights and obligations and render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities, provided that it has determined that the teacher has acted within the scope of the Board policy.
- D. Time and wages lost by a teacher in connection with any legal action mentioned in this section shall not be charged against the teacher, provided the teacher has acted in a professional and legal manner. The Board may provide legal counsel to advise the teacher of his/her rights and obligations and render reasonable assistance to the teacher provided that it has determined that the teacher has acted within the scope of the Board policy.
- E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher (value of which is in excess of five dollars (\$5.00) and less than one hundred dollars (\$100.000) while engaged in assigned school business, provided the loss, damage or destruction occurred through no fault of the teacher.
- F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
1. Should the district receive a Freedom of Information Act (FOIA) request for any bargaining unit members file or a portion thereof, the district will immediately notify the teacher of said request. The district agrees to take the full legally allotted time before responding to the request.
- G. Each teacher shall have the right upon request to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

- H. The Board and the Association acknowledge that least restrictive environment for special education students is legally mandated and intended in the best educational interest of the student. When that environment includes a general education classroom placement, such students shall be referred to as "mainstreamed students."
1. If any teacher, in writing, advises the Administration and reasonably believes that a mainstreamed student assigned to the teacher has a current IEPT report that is not meeting the student's unique needs as required by law, the Administration shall call a IEPT meeting which shall include the teacher.
 2. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, the administration will strive to equalize mainstreamed students across general education grade levels within each elementary location and across course sections within the middle and senior high schools. This section will not apply if the teacher volunteers to take additional mainstreamed students. In such situations, the administration will reduce class size by an equivalent number of students, such changes shall be made at the next available natural break in the schedule (such as marking period, semester break or vacation, etc.) taking into account the needs of all students involved.
 3. In General Education Classrooms:
 - a. Any teacher who will be providing instructional or other services to a mainstreamed student in a regular education class shall be invited to participate in the student's IEPT. If the teacher is not identified prior to the IEPT, a meeting will be convened with the teacher to review the IEPT. Such a meeting will be arranged through consultation with the teacher as soon as possible.
 - b. The mainstreamed student's placement shall be determined to the extent permissible by law and through the IEPT in such a way as to minimize any negative impact on the classroom.
 - c. The administration shall provide, upon the teacher's request, prior to such placement whenever possible, in-service training on instruction and behavioral management of such mainstreamed students. Similar awareness programs may be provided for classmates upon the teacher's request. If such prior training is not possible, the training will be provided as early as can be arranged after the placement has occurred. If such training is not readily or reasonably available, the administration and the association will meet with the affected teacher(s) to discuss possible alternatives.
 4. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the individuals with disabilities education act, those functions shall be
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performed by a qualified person. Where clean intermittent catheterization, nasal suctioning, tracheotomy care and similar procedures are necessary to maintain a student in the classroom, appropriate training will be provided to each teacher prior to the placement of that special education pupil in the teacher's room. Except in life threatening or extenuating circumstances or unless the teacher volunteers, a teacher shall not be required to perform medical, hygienic or other non-instructional specialized medical procedures for or on mainstreamed students.

The Board shall indemnify and hold harmless, any teacher who provides such services from liability for the performance of such service to the extent permitted by law provided the teacher's actions were reasonable.

SECTION 3.2 PROFESSIONAL DEVELOPMENT

- A. The Board will pay registration fees, meals, lodging, mileage, and other expenses for approved conferences. Except in cases of emergency, should a teacher cancel a conference after the prescribed date for recovery of the registration fee, the teacher may be asked to reimburse the district for the registration fee amount that cannot be recovered.
- B. District full-day in-service shall be planned and implemented by a Professional Development committee consisting of an equal number of bargaining unit members named by the Association and Board designees. This committee's first plan be implemented in the 2003-2004 school year.

SECTION 3.3 MENTOR TEACHERS

- A. 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 in the code.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the administration with consultation from the association. 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.
- C. New teacher induction and teacher mentoring process general understanding and guidelines:
 - 1. The Mentor Teacher should be a tenured member of the bargaining unit, if possible. If no bargaining unit member volunteers, a retired K-12 teacher may be selected.
 - 2. Participation as a Mentor Teacher shall be voluntary.
 - 3. The selection of the Mentor Teacher shall be finalized by the

- administration within twenty (20) workdays of the Probationary Teacher's initial employment.
 - 4. Every effort will be made to match Mentor Teachers and Probationary Teachers who work in the same building and have the same area of certification.
 - 5. Probationary Teacher's shall only be assigned to one Mentor Teacher at a time.
 - 6. The Mentor Teacher assignment shall be for one year subject to review by the Mentor Teacher and Probationary Teacher. The assignment may be renewed in succeeding years by the administration.
 - 7. The assignment of a mentor is done by the Principal in consultation with the new teacher.
- D. Because the purpose of the Mentor/Probationary Teacher match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction. Neither the Mentor Teacher nor the Probationary Teacher shall be permitted to evaluate or testify in a legal proceeding unless subpoenaed or required by law.
- E. Upon request, the Administration shall make available reasonable release time so the Mentor Teacher may work with the Probationary Teacher in his/her assignment during the regular work day. Where possible the Mentor Teacher and Probationary Teacher shall be assigned common preparation time. Requested release time will not exceed a period of three (3) hours per month during the first year of the Probationary Teacher's employment. Requested release time will not exceed three (3) periods of three (3) hours during the third year of the Probationary Teacher's employment. Additional release time may be granted with administrative approval.
- F. Probationary Teacher shall be provided with a minimum of fifteen (15) days of professional development five (5) days per year, induction during their first three years of classroom teaching. Professional development shall be scheduled within the parameters of the work day and work year.
- G. A stipend will be paid to the Mentor Teacher for each Probationary Teacher as follows:

First Year	\$1,000.00
Second Year	\$750.00
Third Year	\$500.00

SECTION 3.4 TEACHER FACILITIES

- A. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty work room.
- B. Telephone facilities shall be made available to teachers for their reasonable use. All long distance calls shall be properly recorded.

SECTION 3.5 TEACHING HOURS

- A. The teacher's normal hours of attendance in the school building shall be 7 hours and 15 minutes. Any deviation from the aforementioned normal teaching hours will only be done by mutual consent of the parties. Annual student contact time will be 1,113 hours.
- B. All teachers shall be entitled to a duty-free, uninterrupted lunch period equivalent to thirty (30) minutes in grades kindergarten through twelve.
- C. Elementary teachers may use such time as provided by recess periods or when their students are with special teachers as preparation time. Such time shall be approximately sixty (60) minutes per day. Teaching time is as specified in Appendix B.
- D. The parties agree that teachers will contribute annually up to twelve (12) hours of time beyond the duty day for in-district faculty/committee/in-service meetings. This time does not include the mandated professional development for probationary teachers.
- E. In addition to spring Individualized Educational Planning Team (IEPT) time, special education teachers shall be released no less than six (6) half days per year for paperwork, parent/teacher contacts, consultations, individual testing, department meetings, etc.

SECTION 3.6 CLASS SIZE AND TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. Keys to the building entrance doors shall be made available to teachers for the building in which they teach when such keys are requested from the building principal. The building principal has the right to regulate the use of keys of school personnel.
- C. Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees that whenever possible it will maintain the class size to best effectuate the growth of the students therein. Every effort will be made to hold class sizes in split classes to thirty (30) students.

If an overage occurs during the school year, the teacher concerned or any teacher whose class size is over the class size limit shall receive aide time on the following basis:

One student over - two hours per week aide time
2 to 3 students over - three hours per week aide time
4 to 5 students over - 1 ½ days per week aide time

The teacher may decline such assistance, in writing. Aides are to be assigned to the teacher and will receive work direction from the teacher. Aides are to be scheduled on a consistent and regular basis. (i.e. one hour on Tuesday morning and one hour on Thursday morning each week.)

To figure the average class size, take, for example the number of students in kindergarten rooms in the District and divide by the total number of kindergarten teachers in the District; etc. This includes part-time pro-ration for part-time teachers.

The average class size in each grade level Grades K through 3 shall not exceed 28.0 students. The average class size in Grades 4 through 6, at the middle school and at the high school shall not exceed 32.0 after the Fall Official Count Day. No class will have more than 33 students. The exceptions to this 33 class size limit are music, physical education and health.

A committee of three (3) tenured building teachers, including one (1) building representative, will meet with the principal, upon request by either party, in order to discuss any class size concerns and to identify solutions to the problem(s).

In the event of a lack of funds which necessitates layoffs, class size may exceed these limits.

Upon request of the Association, the Board agrees to meet with the Association to discuss individual issues related to class size.

- D. The Board agrees; at all times, to keep the school's reasonably and properly equipped and maintained.
- E. The Board has the exclusive right to modify, adjust, or change teaching conditions for experimental classes including new technological and innovative approaches in the educational programs.
- F. The parties recognize the need for experimentation and innovation in educational programs. New approaches in staffing and scheduling may involve changes in the length and number of class periods taught and the number of students in a given class.

**Cheboygan Area
Schools**

Contract Agreement

Section - 4

SECTION 4.1 LEAVES OF ABSENCE - WITHOUT PAY

The Board may grant a leave of absence, without pay, to teachers who have met certain criteria and procedures which are outlined in this article. Each request for an unpaid leave of absence will be considered on its individual merits. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final.

A. TYPES OF UNPAID LEAVES

Teachers may be granted an unpaid leave of absence for any of the following reasons:

1. Child Care
2. Personal Reasons
3. Enlistment or conscription into the Armed Forces of the United States
4. Election as an officer in the Michigan or National Education Association
5. Election or appointment to a state or national public office

B. CONDITIONS

1. The basic leave of absence shall be for a period of not more than one (1) year, except as provided elsewhere in Section 4.1.
2. Not more than one extension may be given for any leave of absence except for military leave.
3. Only teachers who have obtained or been approved for tenure are eligible for leaves except as provided by the family medical leave act.
4. If a teacher on leave enters into a contract for another teaching position without Board approval, his/her leave will be automatically terminated and his/her employment with the district will terminate.
5. A teacher returning from an approved leave of absence shall be returned to his/her former position if it still exists. If it does not exist, the teacher will be placed in an equivalent position for which he/she is qualified and certified.
6. A teacher on a leave of absence shall not lose sick leave time accumulated prior to his/her leave. However, sick leave shall not accumulate during his/her leave of absence.

C. PROCEDURES

1. An eligible teacher desiring a leave of absence shall submit his/her request to the Superintendent. The Superintendent shall submit the request to the Board with his/her recommendation for action. Except for cases beyond the control of the teacher, the teacher must present a

written request at least sixty (60) days prior to the date on which the leave would commence.

2. For all teachers whose leaves shall terminate at the beginning of a school year, a letter of availability must reach the Superintendent no later than the preceding April 1st. For all teachers whose leave shall terminate at times other than the beginning of a school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation from the district by such teacher.

D. NO ADVANCEMENT ON SALARY SCHEDULE

While a teacher is on leave there shall be no advancement on the salary schedule in terms of teaching experience, except as provided for in other sections of this article.

E. LEAVES FOR EDUCATIONAL PURPOSE

1. A leave of absence may be granted to any bargaining unit member, upon application, for the purpose of:
 - a. participating in an exchange teaching program,
 - b. participating in the Peace Corps, or
 - c. for cultural travel related to his/her professional responsibilities. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the District during such period.
2. A leave of absence may be granted to any bargaining unit member upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the district during such period.

F. MILITARY LEAVE

A military leave of absence shall be granted to any eligible teacher for military duty in any branch of the Armed Forces of the United States.

G. PUBLIC OFFICE

A leave of absence not to exceed four (4) years shall be granted to any bargaining unit member upon application for the purpose of campaigning for, or serving in, a state or national public office. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as if he/she worked in the system during such period.

H. CHILD CARE LEAVE

A leave of absence may be granted to any bargaining unit member for the purpose of childcare. Upon return from such leave, a bargaining unit member shall be placed no more than one step above the position on the salary that he/she was on at the time the leave was granted.

SECTION 4.2 PAID LEAVES

A. At the beginning of each school year, each bargaining unit member shall be credited with twelve (12) days of leave, the unused portion of which shall accumulate from year to year up to 180 days. The leave days may be used by a bargaining unit member for the following reasons and subject to the following conditions:

1. **Personal Illness or Disability** - The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability or for illness in the immediate family up to sixty (60) days may be used for immediate family illness. Immediate family shall be defined as in #2.
2. **Medical or Nursing Care** - The bargaining unit member may use three (3) days to make arrangements for medical or nursing care of a member of his/her immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, parent-in-law, and grandparents.
3. **Personal Business Leave Days** - At the beginning of each school year, each bargaining unit member shall be credited with three (3) days to be used for personal business. A bargaining unit member planning to use a personal business leave day or days shall notify his/her principal/supervisor at least one (1) day in advance, except in cases of emergency. With the exception of the following items, a personal business day may be used for any purpose at the discretion of the bargaining unit member: Two (2) unused personal business day be carried to the following year. The maximum number of personal days shall never exceed five (5).
 - a. Personal leave days shall, specifically, not be used for the following purposes:
 - 1) Picketing or demonstrating of any sort.
 - 2) An absence on the first or last day of any school year.
 - 3) For an absence on any two (2) days immediately prior to or following a holiday, break, or school vacation in the same week as the holiday, break, etc.
 - 4) For an absence on any record day.

NOTE: It is recognized that there may be unusual circumstances which would justify the use of a personal day on a date which is specifically excluded. The Superintendent may grant exceptions to

- the above restrictions.
- b. Additional personal leave days may be granted upon approval of the Superintendent. These additional days may only be granted to teachers who have been in the system more than five (5) years. Said days to be deducted from the teacher's accumulated sick leave. In addition, the Board shall deduct from the salary of the teacher, the per diem substitute pay for each said day.
 - c. If more than five percent (5%) of teachers apply for personal leave on any given day or days, the five percent (5%) of applications bearing the earliest dates will be those approved.
- B. Each member of the bargaining unit shall be granted, at the beginning of each school year, up to three (3) days per death bereavement leave. Said bereavement leave may be used in connection with the death of a member of the bargaining unit member's family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, parent-in-law, grandparent, and similar step and in-law relatives. The Superintendent may, at his/her discretion and under unusual circumstances, grant additional time or apply this provision in the case of the death of a person other than those listed who may have a special relationship to the teacher.
 - C. The Board shall furnish each bargaining unit member with a written account no later than September 30th of each school year, setting forth the total sick leave credit.
 - D. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may, at the discretion of the Board, be renewed for an additional year upon written request by the bargaining unit member. The Board agrees to continue to provide all fringe benefits provided for by this collective bargaining agreement for the duration of the school year during which such original leave begins or for a period of six (6) months from that date, whichever is greater.
 - E. For an absence due to injury or illness incurred in the course of the bargaining unit member's employment, the Board shall pay to such bargaining unit member the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the duration of accumulated sick leave. Sick leave days will be charged in the same proportion as the amount paid by the Board of Education.
 - F. Any bargaining unit member called for jury duty during school hours or who is subpoenaed to testify on behalf of the school district during school hours in any judicial or administrative matter shall be paid his/her full salary for such time. However, the bargaining unit member shall return to the Board the compensation he/she received for the performance of such duties.
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- G. Sick leave for teachers employed part time, or for part of a school year, will have sick leave allowance in proportion to the time employed. This does not apply to substitute teachers.
- H. A teacher reporting for duty at the beginning of his/her work period who is forced to leave because of illness or accident any time after two (2) hours of duty will be considered absent for sick leave purposes one-half (1/2) day. If forced to leave one and one - half (1 1/2) hours after the beginning of the afternoon session, he/she is to be considered present the entire day and no deduction of salary or sick leave is to be made.
- I. The teacher shall, on request of the Board of Education, present a doctor's certificate or other proof of illness necessary to the Board covering the full period of absence for which he is to be paid.
- J. Each teacher will donate one-half (1/2) of a sick day to central bank. This bank of days shall be drawn upon when any teacher exhausts his/her sick leave days, and upon application to, and approval of, the Board of Directors of the Association. This sick leave bank of days shall be administered by the Board of Directors of the Cheboygan Area Education Association. Thereafter, each teacher will donate one half (1/2) of a sick day whenever the bank is reduced to fifteen (15) days. The Association agrees that it will not grant use of sick leave days from the sick bank to a teacher who qualifies to be placed on long-term disability insurance and is receiving benefits therefrom.
- K. There is also established a bank of days, numbering twenty-five (25) annually, which may be drawn upon by any member of the Cheboygan Area Education Association. The use of these days must be confirmed by the President of the Association that they are for the sole purpose of benefiting the local Association and/or the teacher in fulfilling his/her teaching responsibilities.
- L. Family Health/Disability Leaves. After one (1) year of service with the Cheboygan Area School District, a teacher will be granted a leave of absence for up to twelve (12) weeks for the purposes listed in FMLA. The teacher shall provide medical certification upon request. If a teacher fails to return to work on his/her own volition upon expiration of FMLA, the teacher may be required to reimburse the District the cost of insurance premiums paid by the employer within ten (10) days of the request for repayment. Paid sick time shall count toward FMLA. Eligibility shall be based upon a "rolling year." This section shall be administered consistent with FMLA and its regulations.

SECTION 4.3 SABBATICAL LEAVE

- A. The Board agrees that teachers who have been employed for seven (7) years within the District may upon application be granted a sabbatical leave for up to one year. During said sabbatical leave, the teacher shall be paid one-half his annual salary and one-half related fringe benefits. Sabbatical leave will not be granted in successive years. An exception may be granted by the Superintendent.

- B. One member of the teaching staff per school year shall be placed on sabbatical leave, upon request.
- C. Application for sabbatical leave of absence must be filed in the Office of the Superintendent not later than November 1, or April 1, preceding the semester when it is desired that the leave becomes effective.
- D. Applications shall be limited to teachers planning advanced study in their curriculum major or minors and plan on assuming a full class load of twelve (12) semester hours per semester at an accredited college or university.
- E. In the event there are two (2) or more applications for sabbatical leave, then a committee composed of one (1) Board member, one (1) teacher and one (1) administrator shall select applicants whose course of study, in their opinion, would best serve the needs of the youth of his/her District.
- F. The applicant signs an agreement to return to service with the Board immediately upon termination of sabbatical leave of absence and continues in such service for a period of two (2) years or to refund within one (1) calendar year of his/her failure to return or continue in service any compensation received from the Board while on leave, except as the Board shall, by special action, waive such obligation.
- G. The following conditions shall apply to all teachers on sabbatical leave:
1. A teacher on sabbatical leave shall be considered to be in the employment of the Board and shall have a contract. However, the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.
 2. He/she shall be entitled to insurance benefits as specified in Part 1 of Section 4.3.
 3. A teacher granted sabbatical leave shall not engage in unapproved remunerative work while on leave. Scholarships or fellowships in approved colleges or universities which do not interfere with the program of professional improvement are excepted. If other remunerative work is desired by the teacher on leave, arrangements satisfactory to the Superintendent shall be made.
- H. An interim report shall be filed in the office of the Superintendent at the midpoint of the period for which the leave is taken. Upon return from sabbatical leave, a report must be submitted to the Superintendent containing transcripts of all college or university work completed while on leave. The final report shall be due the first day of the second month following the applicant's return to service with the Board.
- I. A teacher upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status or to a position of higher status.
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The teacher will be granted experience on the salary schedule for the sabbatical leave period, or may be placed on the salary schedule at a higher position than he/she would have held had he/she taught during such period.

SECTION 4.4 CALENDAR YEAR CONTRACT

Each school year, any teacher may apply to work and be paid for the next school year at 1/2 (50%) their per diem rate for seventy-five (75) workdays (not to exceed \$5,000.00) in addition to the number of required teacher workdays provided by the school year calendar. Interested teachers shall apply in writing to the Superintendent by June 1 for the ensuing school year.

A committee consisting of three (3) members designated by the Board and three (3) members designated by the Association shall establish criteria for projects, approve applications, and develop the individual contracts.

Those applicants, in order of the greatest number of years of public school employment, up to a maximum of eight (8) teachers each school year that accept, shall be offered an individual contract that sets forth the duties expected for that seventy-five (75) workdays each school year and the calendar dates of the seventy-five (75) workdays. The length of the workday for each of these seventy-five (75) days each year shall be equal to no more than three (3) hours.

In the event of ties in the number of years of public school employment, the teacher(s) with the most seniority, as defined by the Layoff/Recall Article of this Agreement, shall be granted the above mentioned work days.

No teacher shall be granted the provisions of this Article twice. No teacher granted the provisions of this Article shall be prohibited from terminating his/her employment prior to the completion of the individual contract mentioned above.

The duties of this calendar year contract shall be mutually agreed between the teacher and building principal and the work may be performed any time during the calendar year. The work shall be performed under the supervision of the building principal.

**Cheboygan Area
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Contract Agreement

Section - 5

SECTION 5.1 INSURANCE PROTECTION**A. HEALTH INSURANCE**

The Board shall provide without cost to the bargaining unit members, MESSA Pak plan A or B for the duration of this contract for each bargaining unit member and his/her entire family. In case both husband and wife are employed in the Cheboygan Area School System, one shall choose plan A and one shall choose plan B.

If the state of Michigan mandates that employee insurance benefits must be put up for bids, the Board may choose to exercise that option. The parties will mutually agree to the process for securing, evaluating, and awarding bids. Any bid shall only be considered if the specifications are equal to those specifications of MESSA Choices II. For purposes of this section, "equal" means the benefits as would be paid by MESSA for claims on an individual or aggregate basis and including "reasonable and customary" fees. This is inclusive of all ancillary benefits and services as provided under MESSA Choices II.

1. An open enrollment period shall be provided annually, during the month of September.
2. The Board will make payment of insurance premiums for each full-time employee to provide insurance coverage for the full twelve month period, commencing September 1 and ending August 31. The Board will make a pro-rated payment of the premium for regular employees who work less than full time.
3. Employees desiring extra coverage, over and above that provided in Section 5.1 must pay the balance on an individual basis.
4. Subject to the rules and regulations of the selected carrier, the carrier shall provide for continuation of health care insurance for retired or laid-off employees at their option and expense.
5. An employee may elect to receive, in lieu of payments toward the cost of insurance premiums for health insurance coverage, monthly cash payments equal to one-half (1/2) the monthly payment amounts which would have been paid toward the cost of the monthly health insurance premiums to which he/she would have been entitled. The employee may choose to defer these cash payments into the annuity of his/her choice. A MESSA option-all plan will be implemented by the Board for the purpose of compliance with Section 125 of the internal revenue code.

B. HEALTH INSURANCE PLANS**Plan A (for those needing health insurance)**

MESSA Choices II

Delta Dental - 75/50/75

Negotiated Life - \$20,000

VSP II

LTD - 66 2/3%, 90 day modified fill, \$5,000 max

Plan B (for those not needing health insurance)

Delta Dental - same as above

Negotiated Life - \$20,000

VSP II

LTD - same as above

C. INSURANCE REVIEW COMMITTEE

For the purpose of reviewing the various Dental, Life and Vision Insurances, a Fringe Benefit Committee (FBC) shall be formed. The FBC shall be composed of two (2) representatives from the Association and three (3) representatives from the Board.

- D. In the event any legal action against the Association is brought in a Court or Administrative Agency because of the application or implementation of Section 5.1 Insurance Protection Section A., regarding covering a husband and wife employed in the Cheboygan Area School system with one (1) family membership, the employer agrees that it will indemnify and hold harmless the Association from any liability for damages, cost and attorney(s) fees imposed by a final judgment of a Court of Administrative Agency as a consequence of the implementation or application of this Section 5.1A.
- E. Changes in family status shall be reported, by the employee, to the personnel office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

SECTION 5.2 SALARY SCHEDULE

Effective for the rate years 2006-07 school year (July 1 – June 30) should the full family monthly premium rate for the Choices II health insurance (non-PAK rate) increase over the full-family premium monthly rate for Choices II health insurance coverage (non-PAK rate) for the previous rate year based upon the annual renewal notice from MESSA, the salary rate shall be adjusted as follows:

2006-07 Salary

2.75%
2.50%
2.25%
1.50%

2006-07 Premium Increase

0 – 12.50%
12.51 – 17.50%
17.51 – 22.50%
22.51 – +

TEACHER SALARIES 2005-2006

Exp.	BA	BA+15	MA	MA+15	MA+30
0	32,068	32,664	34,906	35,550	36,243
1	33,518	34,110	36,040	36,682	37,376
2	34,955	35,550	37,836	38,480	39,074
3	36,395	36,988	39,639	40,284	40,974
4	37,836	38,430	41,439	42,081	42,774
5	39,281	39,874	43,240	43,886	44,580
6	40,719	41,314	45,046	45,688	46,382
7	42,160	42,752	46,849	47,492	48,184
8	43,598	44,192	48,649	49,290	49,987
9	45,046	45,637	50,452	51,094	51,785
10	48,010	48,604	54,521	55,166	55,858
14	49,934	50,528	56,615	57,260	57,952
19	51,858	52,452	58,710	59,355	60,047
24	53,782	54,376	60,804	61,449	62,141
26	54,744	55,338	61,851	62,496	63,188

TEACHER SALARIES 2006-2007

Exp.	BA	BA+15	MA	MA+15	MA+30
0	32,950	33,562	35,866	36,528	37,240
1	34,440	35,048	37,031	37,691	38,404
2	35,916	36,528	38,876	39,538	40,149
3	37,396	38,005	40,729	41,392	42,101
4	38,876	39,487	42,579	43,238	43,950
5	40,361	40,971	44,429	45,093	45,806
6	41,839	42,450	46,285	46,944	47,658
7	43,319	43,928	48,137	48,798	49,509
8	44,797	45,407	49,987	50,645	51,362
9	46,285	46,892	51,839	52,499	53,209
10	49,330	49,941	56,020	56,683	57,394
14	51,307	51,918	58,172	58,835	59,546
19	53,284	53,895	60,324	60,987	61,698
24	55,261	55,872	62,476	63,139	63,850
26	56,250	56,861	63,552	64,215	64,926

- A. Bargaining unit members will be paid their regular daily rate of pay for each mandatory professional development days as shown on the calendar.
- B. Intervention Specialist Salaries (Based on 191 work days)

<u>Step</u>	<u>Years of Experience</u>	<u>2005-2006 Salary</u>	<u>2006-2007 Salary</u>
0	1-3	\$27,219	\$27,968
1	4-6	\$30,822	\$31,670
2	Over 6	\$34,335	\$35,279

The salary schedule shall increase by the same percentage as the teacher schedule each year.

SECTION 5.3 COMPENSATION

- A. Credit hours for which the Board pays tuition will not be counted as hours for which extra compensation is paid, if the hours were earned after January 1, 1984. This condition only applies to the B.A + 15, M.A. + 15 and M.A + 30 steps. It does not apply to full degree steps.

1. The Board will pay \$50 of certificate renewal for tenured teachers.

- B. After July 1, 2002 newly hired teachers may be granted credit on the salary schedule equal to out of the school district teaching experience.

- C. Less than full year employees are those who are employed for a full day but for less than 180 days. Less than full year employees shall be paid as follows:

$$\frac{\text{Annual salary}}{180 \text{ days}} = \text{daily rate} \times \text{number of contracted days}$$

Part-time employees are those who work less than a full day. Part-time employees shall be paid as follows:

1. A part-time employee who teaches three (3) or more class periods a day is entitled to no less than one full preparation period a day. A part-time employee who teaches two (2) or less class periods a day is entitled to no less than ½ of a regular preparation period.
2. Full-time daily student contact minutes are as follows:

378 minutes

3. Compensation formula:

$$\frac{\text{Number of minutes taught} + \text{number of prep/duty minutes}}{\text{Full-time minutes}} = \% \text{ of salary}$$

Example: Teacher is assigned 3 classes of 50 minutes each plus a 50 minute prep time.

$$\frac{200 \text{ minutes}}{352.8} = 56.6\% \text{ of salary}$$

- D. EARLY RETIREMENT INCENTIVE PROGRAM

Any teacher who is eligible for retirement under MPSERS and has not less than seven (7) consecutive years of service as a teacher in the Cheboygan Area Schools shall have the option to be granted an early retirement supplemental pay incentive.

1. Conditions

- a. An employee must be at least at Step 10.
- b. Employees who opt for the retirement incentive program must, for the purpose of continuity, complete the first semester or complete the entire year.
- c. The written declaration to the Superintendent by the teacher to request early retirement shall be made by March 15th of the year in which retirement will occur.

2. Benefits

a. Retirement Purchase

The Board shall pay up to \$12,800 for each bargaining unit member toward the purchase of retirement credit. This credit will be for the plan that the employee is in at the time of his/her letter of intent to retire. Or the bargaining unit members may choose a one time lump payment of \$12,800.

b. Severance

Employees electing early retirement under the provisions of this section shall receive a payment of fifty-five (\$55.00) for each of their unused sick leave days, up to one-hundred (100) days, and eighty-five (\$85.00) for over one-hundred (100) to one-hundred eighty (180) days. This one time payment will be calculated upon the number of days in the employee's individual sick leave account at the time of retirement.

E. Longevity steps are shown on the salary schedule. This section is an explanation of the calculation. The Board agrees to pay based upon the teacher's years of In-District teaching experience. The pay for the B.A. and B.A. + 15 schedules shall be a percentage of the zero step of the B.A. Schedule as reflected on the salary schedule. The pay for the M.A. + 15 and the M.A. + 30 Schedule shall be a percentage of the zero step of the M.A. Schedule as reflected on the salary schedule.

After 14 years	6 percent
After 19 years	12 percent
After 24 years	18 percent
After 26 years	21 percent

F. When a bargaining unit member is assigned by the administration an extra class period, he/she will be compensated for the additional period with an additional one/sixth of his/her salary.

- G. Each year, by November 1, the individual teacher must report degree changes and provide official transcripts to the business office for salary adjustments during that school year. Information provided after November 1, will result in a salary adjustment starting the following semester. Extenuating and unforeseen circumstances may be appealed to the Superintendent. The Superintendent's decision shall be consistently applied. Teachers must notify the Superintendent of their intent to change lanes by May 1 of the school year preceding the intended change.

The document submission deadline for a second semester salary adjustment shall be February 1. Exceptions to the February 1 deadline will be considered where:

- a. The teacher has proof of a timely request for credit/degree verification.
 - b. The teacher has proof of timely payment of all necessary fees.
- H. Teachers who substitute for other teachers at the request of the administration shall receive \$20 per hour. Elementary teachers who cover another teacher's class for the day shall receive \$70.00.
- I. In their first year, teachers who are new to the District will be required to report for one orientation day prior to the start of the regular school year. They will be paid 1/180th of their regular salary for said day.

SECTION 5.4 SCHEDULE B-1 AND B-2

SCHEDULE B-1:

<u>POSITIONS:</u>	<u>%</u>
A. Varsity	
Football	14.0%
Basketball (2)	14.0% each
Volleyball	12.0%
Hockey	12.0%
Wrestling	12.0%
Soccer (2)	12.0% each
Baseball	9.0%
Softball	9.0%
Track (2)	9.0% each
Golf	9.0%
Cheerleading-Fall	9.0%
Cheerleading-Winter	9.0%
Cross Country (Boys & Girls Combined)	9.0%
B. Varsity Assistant, JV, 9th Grade	
Football-Varsity Assistant	10.0% each
Football-Head JV	9.0%
Football-Assistant JV	8.5%
Football-Head 9 th Grade	9.0%
Football-Assistant 9 th Grade	8.5%
Basketball-JV (2)	9.0% each
Basketball-9 th Grade (2)	9.0% each
Volleyball-JV	8.5%
Volleyball-9 th Grade	8.5%
Hockey-Varsity Assistant	8.5%
Soccer-JV (2)	8.5% each
Wrestling Assistant	8.5%
Baseball-JV	6.0%
Softball-JV	6.0%
Track-Varsity Assistant (2)	6.0% each
Cheerleading-JV/9 th Grade-Fall	6.0%
Cheerleading-JV/9 th Grade-Winter	6.0%
Cross Country Assistant (Boys & Girls Combined)	6.0%

C. Middle School Positions

Basketball-8 th Grade	5.5% each
Basketball-7 th Grade	5.5% each
Volleyball-8 th Grade	5.5%
Volleyball-7 th Grade	5.5%
Track (2)	5.5% each
Track-Assistant (2)	3.5% each
Wrestling	4.5%
Cross Country (Boys & Girls Combined)	5.5%

1. Percentage is based on B.A. salary schedule up to and including experience Step 14.
2. High School experience credit will only be granted for coaching at the High School level.
3. Middle School coaching experience is applied to Middle School positions only. Middle School experience transfers to High School experience at a 2:1 ratio by sport.
4. Maximum of one (1) year coaching experience per one (1) calendar year in that sport.
5. Board may grant up to fourteen (14) years of experience credit for coaching in that sport for out-of-district coaching experience.
6. Experience credit is by sport.
7. When a break of in-district coaching years of experience occurs, and then the in-district coach resumes coaching, the past ten (10) years in the district will be reviewed and those years in which the coach has coaching experience in that sport during these past ten (10) years shall be used in determining the coach's placement on the coach's experience step.
8. Varsity athletic coaches including varsity cheerleader coach and two band teachers, who qualify for post-season play will be paid ½% (.005) of the base salary for each week the team season is extended beyond the first week of entry level MHSAA tournament play. This pay will be included when the coach is paid at the end of his/her season.
9. All coaches' minimum salary will be grandfathered on the salary schedule until the coach's experience step catches up with the coach's (2001-2002) salary or until the coach is no longer continuously employed in that particular coaching position.
10. Should other Schedule B positions be restored, or newly created at some future date, the rate of compensation will be negotiated.

SCHEDULE B-2:

Art Clubs- High School, Middle School, Elementary.....	3%
Assistant Athletic Director	14%
Band Assistant.....	11%
Band Head	17%
Chess Club – High School.....	3%
DECA	3%
District Librarian	\$5,000
Dramatics - High School.....	4% per play
Dramatics – Middle School.....	3%
Driver Education (per hour)	0.091%
Elementary Youth Choir	3%
Circle of Friends	3%
French Club	3%
Future Problem Solving	3%
Forensics	3%
Green Dinosaurs	3%
High School Activities Director	17.5%
Journalism	4%
Math Counts	3%
MEAP Mascot Director.....	\$5,000
MEAP Mascot Table Instructor.....	\$16.00/hour
Mentor Teacher - 1st Year.....	\$1,000
Mentor Teacher - 2nd Year	\$750
Mentor Teacher - 3rd Year	\$500
Musical Play - High School.....	4%
Musical Play Assistant – High School	2%
National Honor Society.....	3%
Noon Duty	7.5%
Odyssey of the Mind/Destination Imagination	3%
Off-Site Teacher.....	\$16.00/hour
Reading Consultants (3).....	\$600
Safety Patrol Supervisor (each elementary)	1%
Saturday Basketball (2)	3.5% each
Science Olympiad.....	3%
Spanish Club	3%
Student Council Activities Director – Middle School	8%
Student Council - Elementary.....	1%
VICA (separated into these specific areas)	
-Auto Mechanics	3%
-Construction Trades	3%
-Drafting	3%
-Hospitality/Foods	3%
-Welding	3%
Vocal Music - High School.....	6%
Vocal Music – Middle School.....	6%
Yearbook – High School.....	7.5%
Yearbook – Middle School.....	4%

A. Schedule B1 and B2 positions that are declared open by the administration shall be filled as follows:

1. Open positions will be posted for at least ten (10) days. During the summer, if a member of the Association wishes to receive new postings that occur, he/she will fill out the form including a summer address. Mailing a letter to the address shall constitute timely notice.
2. All bargaining unit member candidates will be interviewed before external candidates and before the position is filled.

B. Evaluation.

Coaches will be evaluated annually.

**Cheboygan Area
Schools**

Contract Agreement

Section - 6

SECTION 6.1 SCHOOL CALENDAR (178 student days, 182 teacher days).

Cheboygan Area Schools 2005-2006 Year Calendar		
August	30	New Teachers Inservice Day
	31	Teachers Inservice Day
September	1	Professional Development Day K-12 Teachers
	6	First Day for Students
October	26	Professional Development Day No School for Students, Full Day for K-12 Teachers
November	2	End of 1 st Marking Period (43 Student Days)
	10	Parent/Teacher Conference ½ Day for Students & Teachers, Full Day for K-12 Teachers
	23	Thanksgiving Break – No School for Students & Staff
	28	School Resumes
December	23	Winter Break – No School for Students & Staff
January	3	School Resumes
	19	Semester Exams -½ Day for Students, Full Day K-12 Teachers
	20	Semester Exams ½ Day for Students, Full Day K-12 Teachers End of Semester/2 nd Marking Period (45 Student Days)
	23	Second Semester Begins
February	17	Mid-Winter Break - No School for Students & Staff
	20	Mid-Winter Break – No School for Students & Staff
	21	Classes Resume
March	27 31	Spring Break – No School for Students & Staff
April	3	School Resumes
	13	Parent/Teacher Conferences in P.M. for Grades K-5 Professional Development Day in P.M. for Grades K-12 Teachers, ½ Day for Students in A.M., Full Day for K-12 Teachers

	14	No School for Students & Staff
	17	Professional Development Day for K-12 Teachers No School for Students
May	29	Memorial Day - No School for Students & Staff
June	8	Semester Exams – ½ Day for Students, Full Day for K-12 Teachers
	9	Semester Exams – ½ Day for Students, Full Day for K-12 Teachers

SECTION 6.1 SCHOOL CALENDAR (178 student days, 182 teacher days).

Cheboygan Area Schools 2006-2007 Year Calendar		
August	28	New Teachers Inservice Day
	29	First Day for all Teachers
	30	Professional Development Day for K-12 Teachers COP/ESD
September	5	First Day for Students
October	25	Professional Development Day – No School for Students, Full Day for K-12 Teachers
November	3	End of the 1 st Marking Period
	8	Parent/Teacher Conferences – ½ Day for Students, Full Day for K-12 Teachers
	22	Thanksgiving Break – No School for Students & Staff
	27	School Resumes
December	25	Winter Break – No School for Students & Staff
January	3	School Resumes
	18	Semester Exams -½ Day for Students, Full Day K-12 Staff
	19	Semester Exams – ½ Day for Students, Full Day K-12 Staff End of Semester/2 nd Marking Period
	22	Second Semester Begins
February	16	Mid-Winter Break – No School for Students & Staff
	19	Mid-Winter Break – No School for Students & Staff
	20	Classes Resume
March	23	End of the 3 rd Marking Period
April	5	Parent/Teacher Conferences for Grades K-5 Professional Development for Grades 6-12 Teachers ½ Day for Students, Full Day for K-12 Teachers
	6 13	Spring Break – No School for Students & Staff

	16	Professional Development Day for K-12 Teachers No School for Students
	17	Classes Resume
May	28	Memorial Day – No School for Students & Staff
June	7	Semester Exams – ½ Day for Students, Full Day for K-12 Teachers
	8	Semester Exams – ½ Day for Students – Full Day for K-12 Teachers

SECTION 6.2

MISCELLANEOUS PROVISIONS

- A. Title IX and E.E.O.C. Guidelines. The Cheboygan Board of Education and the NMEA agree to adhere to Title IX and E.E.O.C. Guidelines for the duration of the Master Agreement.
- B. Any original work developed by an employee, during the course of his/her employment with the school district, which is related, in any fashion, to the type of work for which the employee was hired, or any endeavors during the time he/she is being paid by the school district, while remaining the property of the employee, will be available to the school district for unrestricted use. These works shall include, but are not limited to, such items as computer hardware and software, instructional materials, lessons, the programs, etc. A paragraph covering this section may be added to the individual contract of employment signed annually by each certified employee.
- C. It is agreed that, for the life of this Master Agreement, the Cheboygan Area Schools will continue to pay all employees their full salary without any loss of pay for Act of God Days.

It is agreed that the employees will work the full number of days specified in the school calendar so that the school district will be in compliance with state law and receive full state aid.

- D. It is agreed that two-way interactive television will be an alternative to be used for the instruction of students in the Cheboygan Area Schools.

Teachers are encouraged to develop classes for use in the system. Teacher assignments to teach classes utilizing two-way interactive television will be voluntary for teachers.

All credit classes will be taught by certified teachers.

Teachers shall not be responsible for the behavior of the students at the remote sites where instruction is being sent by the Cheboygan Area Schools.

Teachers will be provided with training to teach them methods of teaching for the new system. This training will be at no cost to the teacher.

The sending school district shall be the employer.

Classes produced shall not be copied or reproduced in any manner so as to cause any teacher to be replaced.

The use of the two-way interactive TV program shall not cause any teacher to be laid off.

Since this is an exploratory program, the parties agree to meet on demand to bargain hours and terms or conditions of employment that are not herein covered.

- E. Drug Testing - The Board and the Association agree that the school environment should be free of illicit use or possession of drugs and alcohol. People under the influence of drugs or alcohol should not be teaching or supervising our students. We further agree that should a bargaining unit member be under the influence of an illicit drug or alcohol while at school or when supervising a school activity, that he/she is in need of help and has a health addiction which has a harmful effect on one's health.

The Employer may test at a mutually agreeable laboratory, bargaining unit members for drug use only if there exists a reasonable suspicion of impaired job performance due to illicit drug or alcohol use. "Reasonable suspicion" means a conclusion based on specific observations of objective manifestations of impairment and/or drug use by two (2) or more administrators and/or bargaining unit members.

Bargaining unit members who test positive will enter a mutually agreed upon treatment program.

All matters concerning illicit drug/alcohol testing, test results, and treatment will be handled in a confidential manner.

Disciplinary action may be taken against employees who report to work under the influence of drugs or alcohol.

Letter of Agreement #1

Letter of Agreement
RE: Teacher Evaluation Appendix A

It is agreed that a committee of equal Teacher Association representatives and the Board of Education representatives shall meet for the purpose of developing a new teacher evaluation form for the purpose of identifying what are the basic characteristics of a first year, second year, third year and fourth year probationary teacher as well as the elements of a tenure teacher.

The committee will submit recommendations to both the Cheboygan Board and the Cheboygan Area Education Association for their final approval.

Cheboygan Area Schools

Northern Michigan Education
Association

Date

Date

Letter of Agreement #2

Letter of Agreement
RE: School Improvement Planning

It is hereby agreed by and between the undersigned parties that with respect to the responsibility contained in PA 15 of 1990 (MCL 380.1277) and ESEA to adopt and implement a 3 to 5 year school improvement plan and continuing school improvement process for each school within the school district, they acknowledge and recognize that the terms of the collective bargaining agreement between them govern as to the wages, hours, and terms and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process, except by mutual agreement of the undersigned Board of Education and Association, executed in writing. Also, to the extent that any proposed aspect of a school improvement plan shall impact upon working conditions and terms of employment of the bargaining unit member such that the change is subject to bargaining as provided by law, the parties shall bargain with respect to the proposed change prescribed by law.

Board of Education
Cheboygan Area Schools

Northern Michigan Education
Association
Cheboygan Area Education Association

Date

Date

Letter of Agreement #3

WAIVER AND RELEASE

I hereby acknowledge that the Early Retirement Incentive Program available to me pursuant to the collective bargaining agreement Sec. 5.3 D between the Cheboygan Area Schools Board of Education and the Cheboygan Area Education Association / NMEA / MEA / NEA is intended to be a bonafide employee benefit plan and not a subterfuge to evade the purposes of the Age Discrimination in Employment Act. I further acknowledge that my determination to take early retirement pursuant to the program is strictly voluntary on my part and that I am not being compelled in any way to retire early. Accordingly, in consideration of the benefits available to me under the Early Retirement Incentive Program, I hereby release the Cheboygan Area Schools, its Board of Education, and employees, the CAEA, NMEA, MEA, and NEA from any and all actions, causes of action, claims and demands under the Age Discrimination in Employment Act, or the Elliott-Larsen Civil Rights Act (or by in any other way alleging that the plan impermissibly discriminates based on age), which I may have against any of them by virtue of electing to take advantage of the Early Retirement Incentive Program benefits available to me. I acknowledge that I have had a reasonable opportunity to consider taking this retirement proposal and that I have had the opportunity to consult with others regarding this decision.

Dated

Teacher's Signature

Cheboygan Area Schools Representative

Association Representative

Letter of Agreement #4

Letter of Agreement
RE: Intervention Specialists

It is agreed that the Intervention Specialist are members of the Cheboygan Area Education Association bargaining unit. Sections of the contract that have previously been applied to the intervention specialist will continue to apply except those portions that apply to certificated teachers only.

A committee of two Teacher Association representatives and two Board representatives will meet to work out the particular details of the sections that apply including the separation of the intervention specialists into a group for the purposes of seniority and lay-off and recall. The committee will submit a recommendation to both parties within ninety (90) calendar days of final ratification of this agreement.

A separate salary schedule for the intervention specialists is included in the contract with a base of the current wages. These wages will be increased by an equal percentage agreed for the teachers. Any days worked beyond their 191 day negotiated calendar shall be paid at the specialists' daily rate of pay.

Board of Education
Cheboygan Area Schools

Northern Michigan Education
Association
Cheboygan Area Education Association

Date

Date

Letter of Agreement #5

Letter of Agreement
 Between
 CHEBOYGAN AREA SCHOOLS BOARD OF EDUCATION
 And
 THE CHEBOYGAN AREA EDUCATION ASSOCIATION, MEA/NEA

This Letter of Agreement entered into this 1st day of September, 2003 by and between the Board of Education of the Cheboygan Area Schools (hereinafter referred as the "Board") and the Cheboygan Education Association (hereinafter referred to as the "Association").

1. All teachers shall recognize and/or will work toward the obligation of highly qualified requirements by June 30, 2005. The Board will assist teachers in becoming "highly qualified" as required by law and regulation. The Board shall not be obligated to financially contribute toward a teacher becoming "highly qualified", except where approved by the Superintendent.
2. Teachers, who as of September 1, 2006, are not "highly qualified" under ESEA will be subject to the following provisions:
 - a. Management may, at its own discretion, leave the teacher in the current assignment.
 - b. If, not, the teacher may assume any vacancy for which he/she is qualified or "highly qualified" if required for that position.
 - c. If there is not position, the teacher will receive a layoff notice and recall rights to the first available vacancy for which he/she is qualified or "highly qualified", if required for that position, as per Section 1.9 of the Negotiated Agreement. In such cases, the 60 day notice of layoff in Section 1.9 is waived.

 Board of Education
 Cheboygan Area Schools

 Northern Michigan Education
 Association
 Cheboygan Area Education Association

 Date

 Date

ACCEPTANCE AND RATIFICATION

This Agreement shall be effective September 1, 2005 and shall continue in effect until the 31st day of August, 2007.

NORTHERN MICHIGAN EDUCATION ASSOCIATION, MEA/NEA

BOARD OF EDUCATION CHEBOYGAN AREA SCHOOLS

By Michael J. Zimmer
Chairperson, NMEA

By [Signature]
President

By Dave Bow
NMEA Staff Coordinator

By Patrice Kwitala
Vice President

By [Signature]
Chief Spokesperson

By [Signature]
Secretary

By Lowell Beethem
Neg. Committee Chairperson

By James E. Murrell
Treasurer

By [Signature]
Neg. Committee Member

By [Signature]
Trustee

By [Signature]
Neg. Committee Member

By [Signature]
Trustee

By T.J. McEwan
Neg. Committee Member

By [Signature]
Trustee

By _____
Neg. Committee Member

By [Signature]
Superintendent

Dated this 23rd day of January, 2006.

**Cheboygan Area
Schools**

Contract Agreement

Appendix

Appendix A

**Cheboygan Area Schools
Final Teacher Evaluation**

Teacher:		Position:	
Pre-Observation Conference Date:		Observation Date(s):	
Post-Observation Conference Date:		Evaluation Date:	
Status:	Tenure	Probationary	# of Years Prob. (1-4)

This instrument recognizes the need for adequate and proper evaluation of all teachers pursuant to Section 2.5 of the Master Agreement between the Board of Education Cheboygan Area School District and the Cheboygan Education Association - Northern Michigan Education Association (MEA-NEA).

The process of evaluation indicates his/her perception of the teacher's performance and verifies the perception with written comments and offers specific suggestions for improvement in the area marked unsatisfactory.

S = SATISFACTORY

U = UNSATISFACTORY

NA = NOT APPLICABLE/NOT OBSERVED

N=NEEDS FURTHER DEVELOPMENT

SUBJECT MATTER CONTENT				
Knowledge of Teaching Area:	S	U	N	NA
Exhibits a sound background and understanding of the subject matter required of the position.				
Keeps abreast of current theory and practice in his/her field.				
Can respond satisfactorily to questions posed by students either as to information required or as to a source of obtaining available information.				
OBSERVATIONS LEADING TO JUDGEMENT:				
IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:				
Methodology:	S	U	N	NA
Stimulates interest in subject area.				
Utilizes a variety of teaching and learning techniques designed to serve the differing abilities of the students.				
Subject content is consistently relevant.				

Student inputs are encouraged and treated with respect.				
Varied resources are used appropriately.				
OBSERVATIONS LEADING TO JUDGEMENT:				
IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:				
Evaluation	S	U	N	N A
The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves.				
The capability of the student is taken into consideration, as well as the amount of effort the student has expended.				
Accurate records are kept.				
Assignments are reviewed and turned back promptly.				
OBSERVATIONS LEADING TO JUDGEMENT:				
IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:				
MANAGEMENT				
Organization and Direction	S	U	N	N A
The teacher organizes classroom routines in an efficient manner.				
Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously.				
Most of the teacher's time is devoted to teaching and learning activities.				
OBSERVATIONS LEADING TO JUDGEMENT:				
IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:				
Care of Room and Equipment:	S	U	N	N A
The teacher exerts reasonable care to see that furnishings are kept in good condition.				
Maintenance needs are promptly reported.				
Audio-visual and other learning tools are used and stored properly.				
Students are guided in sharing the responsibility for care of furnishings.				
OBSERVATIONS LEADING TO JUDGEMENT:				
IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:				

Discipline:	S	U	N	N A
The teacher promotes a friendly environment which is conducive to learning.				
Building and classroom rules are made known to the students.				
Breaches of discipline are handled according to the district and building policy.				
Students are dealt with in a fair and consistent manner.				
OBSERVATIONS LEADING TO JUDGEMENT:				
IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:				
RELATIONSHIPS				
Self-Relationships:	S	U	N	N A
Exhibits a positive attitude.				
Exercises initiative.				
Encourages others by his/her attitude toward the position.				
Seeks out new ideas.				
Is open-minded.				
Is willing to give and receive assistance.				
Implements suggestions in a professional manner.				
OBSERVATIONS LEADING TO JUDGEMENT:				
IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:				
Interpersonal Relationships:	S	U	N	N A
Relationships with students, colleagues and parents are honest and forthright.				
Dignity and rights of people are respected.				
Shows consistent interest in students' academic and social growth.				
Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs.				
OBSERVATIONS LEADING TO JUDGEMENT:				
IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:				

Institutional Relationships:	S	U	N	N A
Shares freely and constructively any criticism or ideas for improvement of education in the district.				
Seeks resolution of the professional concerns and personnel problems through appeal channels developed by Administration and the Association.				
Observes district and building rules, administrative regulations, agreements and policies.				
Reports and bookkeeping are accurately kept and promptly turned in when requested.				
OBSERVATIONS LEADING TO JUDGEMENT:				
IMPROVEMENT NEEDED TO CORRECT AREAS(S) RATED UNSATISFACTORY:				

SUMMARY

Evaluator's Narrative Remarks:

OVERALL EVALUATOR'S OBSERVATION ABOUT EMPLOYEE (Check One):	
<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory

THE EVALUATOR'S SIGNATURE INDICATES THE PERSON RESPONSIBLE FOR CONDUCTING THE EVALUATION. THE TEACHER'S SIGNATURE INDICATES ONLY THAT HE/SHE HAS READ THE EVALUATION. THE TEACHER HAS THE OPTION TO ATTACH A LETTER OF DISSENT AT ANY TIME, IF SO DESIRED.

Evaluator's Signature: _____ **Date:** _____

Teacher's Signature: _____ **Date:** _____

Appendix B - Schedules

Elementary:

Teaching time as specified in Section 3.5 A and C

- One (1) 15 minute recess that teachers cover
- One (1) 15 minute equalization period, if needed

High School:

- Five (5) Classes
- One (1) Preparation

Middle School:

Core		Non-Core	
Five (5)	Classes	Six (6)	Classes
One (1)	Team Period	One+ (1+)	Preparation
One (1)	Preparation		

Alternative Education:

Block Schedule		Non Block
Four (4)	Classes	One (1) Preparation equal to high school
One+ (1+)	Preparation	