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8/31/2002



Cheboygan
Area Schools
Cheboygan, Michigan

Contract Agreement

BOARD OF EDUCATION
CHEBOYGAN AREA SCHOOL DISTRICT

and the

CHEBOYGAN EDUCATION ASSOCIATION
NORTHERN MICHIGAN EDUCATION ASSOCIATION
MEA - NEA

1999 - 2002

Cheboygan Area Schools

CHEBOYGAN AREA SCHOOL DISTRICT / PO BOX 100 / Cheboygan, Michigan 49721

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RELATIONS LIBRARY

Cheboygan Area
Schools

Contract Agreement

Section - 1

SECTION 1.1 CONTRACT AGREEMENT

This Agreement is entered into this 1st day of September, 1999 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, full-time or permanent substitute 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, or to be 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 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, 1999 and shall continue in effect until the 31st day of August, 2002. 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) work days 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 nine (9) equal monthly installments, 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 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 and 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.
- 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 a position on the extra-curricular schedule.
- C. Any matter involving the judgmental content of teacher evaluation.
- D. Provided, however, the matters referred to in A, B, C, and D may be referred as a grievance up to and including level two but shall not be submitted to level three.
- 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.

HEARING LEVELS

A. 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.

B. 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.

C. 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 designee, within five (5) days. The Superintendent, or his designee, shall process the grievance in one of the following ways:

1. The Superintendent, or his designee, shall meet with the Association within five (5) days after receipt of the grievance and shall indicate his disposition to the Association within five (5) days after such meeting.
2. The Superintendent, or his designee, shall inform the Association within five (5) days after receipt of the grievance that a meeting with the Board of Education and the Association shall take place immediately following 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.

D. FORMAL LEVEL III:

If the Association is not satisfied with the disposition of the grievance at Level II by the Superintendent or his designee 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.

- E. Neither party may raise a new defense or ground at Level III not previously raised or disclosed at other written levels.
- F. 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.

- G. Powers of the Arbitrator are subject to the following limitations:
1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the agreement.
 2. He shall have no power to establish salary scales or to change any salary except as it applies to interpretation of this Agreement.
 3. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgement 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 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 shall have no power to interpret state or federal law.
 6. He shall not hear any grievance previously barred from the scope of the grievance procedure.
 7. After a case on which the arbitrator is powered to rule hereunder has been referred to him, 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 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.
- H. 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.
- I. 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 employment), all further proceedings on a previously instituted grievance shall be barred.

- J. 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.
- K. 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.
- L. 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.)
- M. During the pendency of any proceedings up to the third level all proceedings shall be private.
- N. 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.
- O. In the event a grievance is filed on or after the first of June, it shall be resolved prior to the beginning of the next school year. In this case, the term "days" shall mean calendar days.
- P. The term "days" unless otherwise specified shall mean work days.
- Q. 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 in 1.8c 1 and 2 would be changed to ten (10) days in all four places.

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/NMEA.

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

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

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. 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.
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 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 to be preserved by reason of
 - 1) Majors
 - 2) Minors
 - 3) Teaching experience in a particular teaching subject area or discipline.
 - c. Who have the longest period of continuous service in the school district.
4. 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.

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 is being assigned. After five years on layoff, the bargaining unit member's right to recall expires and the employee is terminated.

D. INDIVIDUAL CONTRACT

The individual contract, executed between each teacher and the employer is subject to the terms and conditions of this Agreement. It is specifically agreed that this section takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this section.

E. The Board agrees to update and publish a seniority list by October 1st of each year. The updated list will be mailed in the 1st October paycheck to each teacher. If no inaccuracies are reported by October 31, the seniority list will be considered final and conclusive.

F. The elected local Association president and vice president, by virtue of their positions, shall be placed at the top of the seniority list while holding office. The Association agrees to hold the Board of Education harmless against claims that arise out of the action taken by the Board of Education to abide by this super seniority clause, provided:

1. The Board gives timely notice of the claim(s) 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.

G. Seniority is defined to mean the amount of time 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.

H. Seniority shall continue to accumulate during periods of layoff or paid leaves. Seniority shall also continue on an unpaid sick leave. However, a person on such leave shall not accumulate additional sick days until after they have returned to work from such a leave. During periods of leaves other than those specified in this paragraph seniority shall be frozen, (i.e. There shall be no accumulation during the leave.)

I. Effective September 1, 1983, 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.

J. Senior employees may volunteer for lay-off 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 lay off.

- K. 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

MEMORANDUM FOR THE SECRETARY OF DEFENSE
SUBJECT: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

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.

When enrollment fluctuations cause a reassignment, the following procedure shall be followed:

1. The least senior teacher in the grade level in the building/department which is being reduced will be reassigned.
 2. Reassigned teachers will have first choice by seniority of open positions created by enrollments fluctuations for which they are qualified, first within their building and then District-wide.
 3. Vacancies created by resignation/retirement will always be posted District-wide (as per 2.1 B) along with any remaining vacant positions after reassignment and shall be filled in accordance with Section 2.1 C below.
 4. 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.
- B. Whenever a vacancy in any professional position, including principal, assistant principal, or other administrative posts in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the association, and providing for appropriate notification to the staff. No vacancy shall be filled, except on a temporary basis in case of emergency, until such a vacancy shall have been posted for at least ten (10) days. During the summer, notices of vacancies shall be distributed in the pay checks to all bargaining unit members. If a member does not receive a paycheck during the summer, the notice will be mailed. The deadline for receipt of bids for vacancies shall be ten (10) days from the date of the payday or ten (10) days from the date of the mailing. Mailing a letter to the last reported address shall constitute timely notice.
- C. 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 1.10 G, shall govern.
- D. 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 to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested 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 schools 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 years seniority has accrued as an administrator, the employee shall continue to earn seniority until the two years of administrative seniority have been earned.

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 in the senior high and middle schools will be twenty-five (25) teaching periods and five individual preparation-conference periods, and shall be prorated for less than full time staff in ratio to the normal teaching load.
- 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.
- D. In the event of a change in grade assignments 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.

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. Two (2) copies shall be signed by the teacher and returned to the administration. The third will be retained by the teacher.
- D. In the event that the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his 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. Each teacher shall have the right upon request to review the contents of his personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- G. If in the judgement 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.
- H. Non-tenure teachers will be evaluated a minimum of four (4) times during the school year, (three times prior to March 15), except for those rated satisfactory at the end of the first year. The latter will be evaluated at least once each semester.
- I. 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 evaluation 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 employee. 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.

- J. 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.
- K. Tenure teachers shall be evaluated at least once every three years prior to April 15. In the event of a negative or unsatisfactory evaluation, the tenure teacher shall be evaluated yearly, prior to April 15.

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.

SECTION 2.7 BOARD RIGHTS

The District retains all rights, powers and authority vested in it by the laws 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 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, national origin, age, sex, 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.

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Cheboygan Area
Schools

Contract Agreement

Section - 3

the effects of agricultural policy on the environment. The main focus is on the impact of agricultural policy on the environment, and the role of the government in addressing these issues.

The following table shows the results of the analysis. The first column shows the variable being measured, and the second column shows the coefficient estimate. The third column shows the standard error, and the fourth column shows the t-statistic.

The results show that agricultural policy has a significant positive effect on the environment. This is particularly true for the variable 'agricultural policy', which has a coefficient estimate of 0.15. This indicates that a one-unit increase in agricultural policy leads to a 0.15-unit increase in the environment.

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 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 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 money 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 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 [\$100.00]) 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. The Board and the Association acknowledge least restrictive environment mainstreaming special education students is legally mandated and intended in the best educational interest of the student. For the purpose of this section, such students shall be referred to as "mainstreamed students."

1. If any teacher, in writing, advises the administration and reasonably believes that a main streamed student assigned to the teacher has a current IEPC report that is not meeting the student's unique needs as required by law, the administration shall call a case study 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 main streamed 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 main streamed 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 main streamed student in a regular education class shall be invited to participate in the student's IEPC. If the teacher is not identified prior to the IEPC, a meeting will be convened with the teacher to review the IEPC. 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 IEPC 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 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 main streamed 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

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.

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 or her first three 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 shall be a tenured member of the bargaining unit.
 - 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) work days of the Mentee's initial employment.
 - 4. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - 5. Mentees 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 Mentee after 5 months. The assignment may be renewed in succeeding years.
 - 7. The assignment of a mentor is done by the Principal in consultation with the new teacher.
- D. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction. The board and the association agree the relationship shall be confidential and shall not in any fashion be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher.
- E. Upon request, the Administration shall make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work

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day. Where possible the Mentor Teacher and Mentee 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 Mentee's employment. Requested release time will not exceed a period of three (3) hours per quarter during the second year of the Mentee's employment. Requested release time will not exceed three (3) periods of three (3) hours during the third year of the Mentee's employment. Additional release time may be granted with administrative approval.

- F. Mentee 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 based on the Mentee's years of experience in district will be paid to the Mentor Teacher for each Mentee as follows:

First Year	2.5%
Second Year	1.25%
Third Year	.75%

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 shall be as follows: teachers are to be in the school building each day at 8:00 a.m. and will remain until 3:15 p.m. Any deviation from the aforementioned normal teaching hours will only be done by mutual consent of the parties. Annual student contact time will be as follows:

1999-00	=	1059 hours
2000-01	=	1110 hours
2001-02	=	1116 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 a special teachers as preparation time. Such time shall be approximately sixty (60) minutes per day. The allocation of this shall be determined as below.

Two recesses of fifteen (15) minutes each will be provided daily in grades 1-5. One daily recess period will be supervised by support personnel. This recess is provided to equalize student contact hours with secondary where transportation schedules dictate variable starting/ending times. The other daily recess period will be supervised by a certified teacher. Each teacher in the building will supervise recess on a rotational basis as established by the building's teachers with input from the building principal.

Each elementary teacher shall be given at least 145 minutes of preparation-conference time per week when their students are with a special teacher: physical education, art, music and computers.

- D. The parties agree that teachers will contribute annually up to ten (10) 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 Committee (IEPC) 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
- 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.)

The average class size in each grade level Grades K through 3 shall not exceed 28.0

Thursday morning each week.)

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 Fourth Friday. 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 tenured building teachers, including one 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.

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

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 experiment 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 leave will be automatically terminated and his 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.
6. A teacher on a leave of absence shall not lose sick leave time accumulated prior to his leave. However, sick leave shall not accumulate during his leave of absence.

C. PROCEDURES

1. An eligible teacher desiring a leave of absence shall submit his or her request to the Superintendent. The Superintendent shall submit the request to the Board with his 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. Such a military leave will not be granted for voluntary enlistment for a period of more than three years.

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 child care. 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.
 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. Illness in the Immediate Family - The bargaining unit member may use a maximum of four (4) days per illness. Immediate family shall be defined as in #2 above.
 4. 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 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:
 - 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 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 relatives. The Superintendent may, at his 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 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 such absence. Sick leave days will be charged in the same proportion as the amount paid by the Board of Education.
- F. A bargaining unit member absent from work because of mumps, scarlet fever, measles, or chicken pox contracted in the building shall suffer no domination of compensation and shall not be charged with loss of personal sick leave. In said situation, the teacher shall present a doctor's statement indicating that the teacher should not be in the classroom. Beginning the forty-fifth (45th) calendar day of illness as a result of suffering complications from mumps, scarlet fever, measles or chicken pox, the teacher will first use his/her personal illness days followed by days approved by the Association from the sick bank to reach the ninetieth (90th) day of qualification to be placed on long-term disability insurance.
- G. 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.

- H. 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.
- I. A teacher reporting for duty at the beginning of his 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 is to be considered present the entire day and no deduction of salary or sick leave is to be made.
- J. 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.
- K. Effective September 1, 1984, each teacher will donate one-half 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 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.
- L. There is also established a bank of days, numbering twenty-five (25), 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 teaching responsibilities.

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 12 semester hours per semester at an accredited college or university.
- E. In the event there are two or more applications for sabbatical leave, then a committee

RESULTS

Table 1 presents the mean scores and standard deviations for the 10 subscales of the DVBI. The DVBI total score was 1.87 (SD = 1.04), indicating that, on average, 18.7% of the sample reported DV. The DVBI total score was significantly higher for men than for women, $F(1, 198) = 10.14, p < .001, \eta^2 = .05$. The DVBI total score was also significantly higher for those who were currently in a relationship than for those who were not currently in a relationship, $F(1, 198) = 10.14, p < .001, \eta^2 = .05$.

Table 2 presents the mean scores and standard deviations for the 10 subscales of the DVBI. The DVBI total score was significantly higher for men than for women, $F(1, 198) = 10.14, p < .001, \eta^2 = .05$. The DVBI total score was also significantly higher for those who were currently in a relationship than for those who were not currently in a relationship, $F(1, 198) = 10.14, p < .001, \eta^2 = .05$.

Table 3 presents the mean scores and standard deviations for the 10 subscales of the DVBI. The DVBI total score was significantly higher for men than for women, $F(1, 198) = 10.14, p < .001, \eta^2 = .05$. The DVBI total score was also significantly higher for those who were currently in a relationship than for those who were not currently in a relationship, $F(1, 198) = 10.14, p < .001, \eta^2 = .05$.

Table 4 presents the mean scores and standard deviations for the 10 subscales of the DVBI. The DVBI total score was significantly higher for men than for women, $F(1, 198) = 10.14, p < .001, \eta^2 = .05$. The DVBI total score was also significantly higher for those who were currently in a relationship than for those who were not currently in a relationship, $F(1, 198) = 10.14, p < .001, \eta^2 = .05$.

Table 5 presents the mean scores and standard deviations for the 10 subscales of the DVBI. The DVBI total score was significantly higher for men than for women, $F(1, 198) = 10.14, p < .001, \eta^2 = .05$. The DVBI total score was also significantly higher for those who were currently in a relationship than for those who were not currently in a relationship, $F(1, 198) = 10.14, p < .001, \eta^2 = .05$.

Table 6 presents the mean scores and standard deviations for the 10 subscales of the DVBI. The DVBI total score was significantly higher for men than for women, $F(1, 198) = 10.14, p < .001, \eta^2 = .05$. The DVBI total score was also significantly higher for those who were currently in a relationship than for those who were not currently in a relationship, $F(1, 198) = 10.14, p < .001, \eta^2 = .05$.

composed of one Board member, one teacher and one administrator shall select applicants whose course of study, in their opinion, would best serve the needs of the youth of his 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 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 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 former position or to a position of like nature and status or to a position of higher status. 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 would have held had he 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 75 work days (not to exceed \$5,000.00) in addition to the number of required teacher work days provided by the school year calendar. Interested teachers shall apply in writing to the Superintendent by October 1.

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

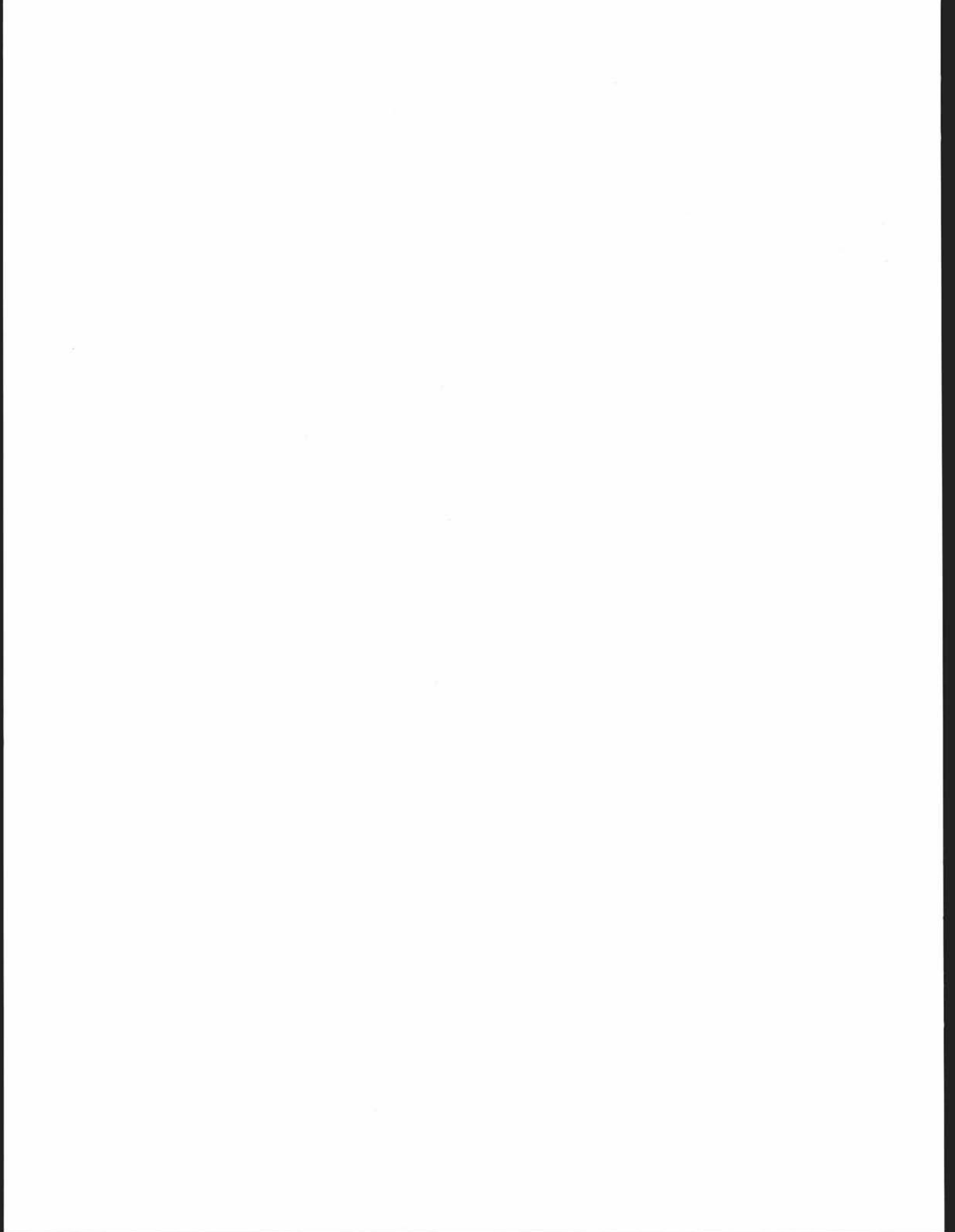
Those applicants, in order of the greatest number of years of public school employment, up to a maximum of eight (8) teachers each school year that accept, shall be offered an individual contract

that sets forth the duties expected for that 75 work days each school year and the calendar dates of the 75 work days. The length of the work day for each of these 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.

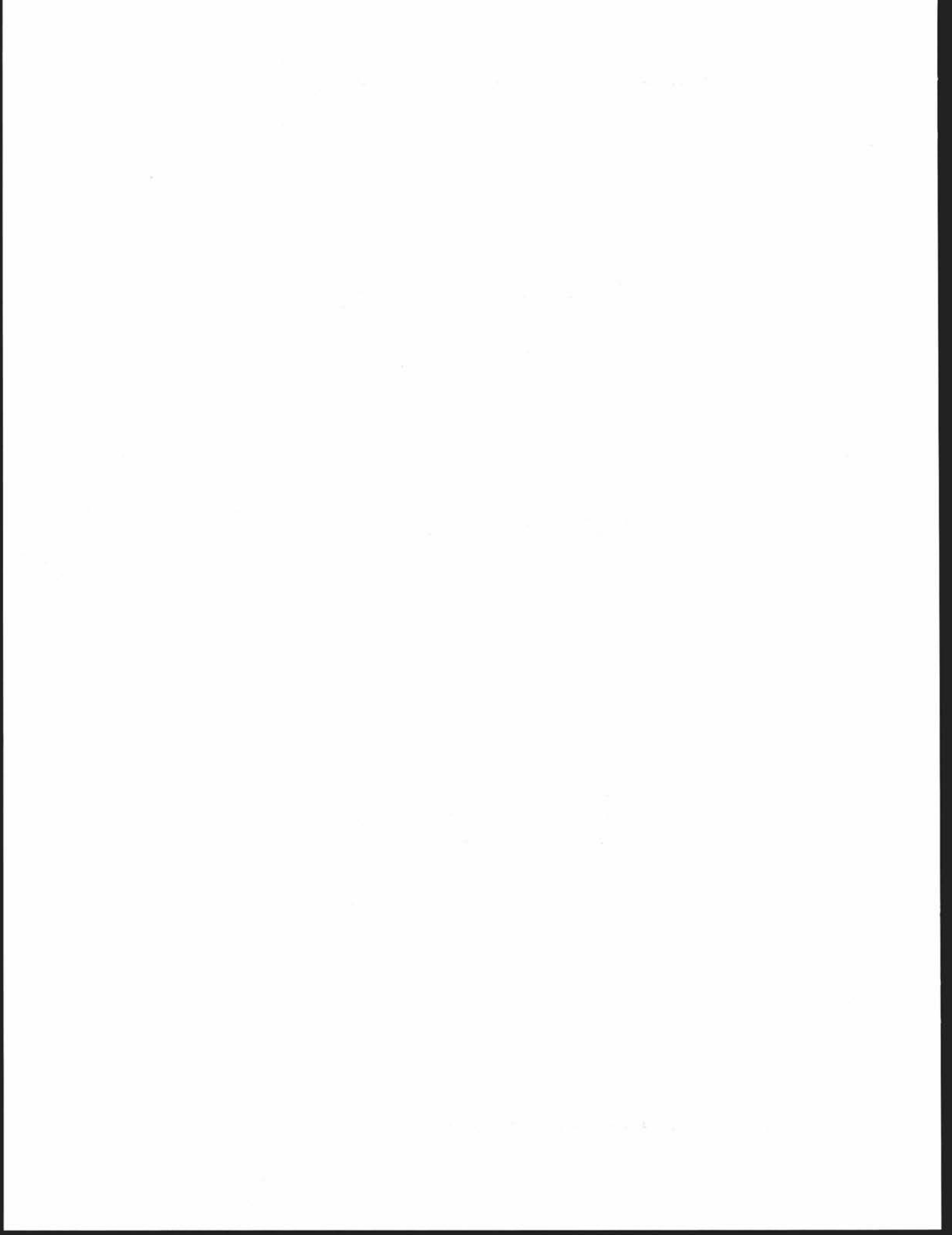
The duties of this calendar year contract shall be mutually agreed between the teacher and building principal and the work may be performed any time during the calendar year. The work shall be performed under the supervision of the building principal.



Cheboygan Area
Schools

Contract Agreement

Section - 5



SECTION 5.1 INSURANCE PROTECTION

A. HEALTH INSURANCE

The Board shall provide without cost to the bargaining unit members, subject to Section 5.1 A 6: 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 Super Care I. 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 Super Care I.

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 the monthly payment amounts which would have been paid toward the cost of the monthly health insurance premiums to which he or 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.
6. Effective for the rate years 1999-00, 2000-01 and 2001-02 (July 1 - June 30) should the full-family premium rate for the Super Care I health insurance coverage increase more than twelve and one-half percent (12.5%) above the full-family premium rate for the Super Care I health insurance coverage for the previous rate year, the Board and the Association shall bargain with respect to the responsibility for payment of the premium increases in excess of twelve and one-half percent (12.5%) upon notification by the Board of its desire to do so. Should the full-family premium rate for the Super Care I health insurance coverage not exceed twelve and one-half percent (12.5%) more than the full-family premium rate for

the Super Care I health insurance coverage for the previous rate year, the Board shall be responsible for the entire premium increase up to twelve and one-half percent (12.5%).

Upon notification to the Association that the Board desires to bargain with respect to the responsibility for payment of the premium increases in excess of twelve and one-half percent (12.5%) and if there is no agreement by June 1, the issue of responsibility for payment of the premium increases in excess of twelve and one-half percent (12.5%) shall be submitted to final and binding arbitration in accordance with the following provisions:

- a. An arbitrator and hearing date shall be selected and scheduled for no later than June 15 preceding the respective rate years 1999-00, 2000-01 and 2001-02. Such arrangements shall be made prior to May 1 by mutual agreement or through the American Arbitration Association in accordance with its rules should no mutual agreement in the selection of the arbitrator be reached by April 15 preceding the respective rate years.
- b. Should the issue of responsibility for payment of the amount of the premium increases in excess of twelve and one-half percent (12.5%) be submitted to arbitration, the decision of the arbitrator shall be final and binding upon the employees, the Board and the Association subject to the right of the Board and/or the Association to judicial review of the arbitrator's authority as granted herein. Any decision of the arbitrator which is within his/her scope of authority hereunder shall be placed into effect forthwith.
- c. No award of the arbitrator shall be submitted in any subsequent arbitration hearing under this provision for the purpose of demonstrating a past practice, precedent or waiver of any rights established herein.
- d. The decision of the arbitrator shall determine the responsibility for payment of the amount of the premium increases in excess of twelve and one-half percent (12.5%) more than the premium rates for the Super Care I health insurance coverage for the previous rate year. The decision shall determine the responsibility for payment effective July 1 through June 30 of the ensuing rate year.
- e. The cost of the arbitrator shall be shared equally between the Board and the Association. The Board and the Association shall each be responsible for their own costs of representation and preparation including the costs of their own witnesses.

B. HEALTH INSURANCE PLANSPlan A (for those needing health insurance)

Super Care I (with \$5.00 prescription rider)
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 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 judgement 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

The salary schedule will increase by the following percentages on step for each year of the agreement:

1999-2000 3% on step

2000-2001 2.5 - 4% based on the State Foundation Grant formula below

2001-2002 2.5 - 4% based on the State Foundation Grant formula below

Current SFG - Previous year SFG

2 x previous year SFG = % increase on step

TEACHER SALARIES 1999-2000

Exp.	BA	BA+15	MA	MA+15	MA+30
0	27,594	28,108	30,037	30,590	31,188
1	28,842	29,351	31,012	31,566	32,161
2	30,079	30,590	32,558	33,111	33,624
3	31,318	31,829	34,110	34,664	35,260
4	32,558	33,068	35,658	36,211	36,807
5	33,802	34,312	37,208	37,764	38,361
6	35,040	35,551	38,763	39,315	39,912
7	36,279	36,789	40,313	40,867	41,463
8	37,516	38,028	41,862	42,415	43,014
9	38,763	39,271	43,414	43,967	44,562
10	41,313	41,824	46,916	47,471	48,067
14	42,968	43,479	48,719	49,273	49,870
19	44,623	45,134	50,522	51,076	51,671
24	46,278	46,789	52,323	52,878	53,473
26	47,107	47,617	53,225	53,779	54,375

* A salary schedule for 2000-01 and 2001-02 will be provided to each bargaining unit member once the SFG formula percentage has been determined for that 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. The Board agrees that teachers will be granted up to five (5) years of credit on the salary schedule for 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 1/2 of a regular preparation period.

2. Full-time daily student contact minutes are as follows:
 1999-00: 352.8 minutes
 2000-01: 369.6 minutes
 2001-02: 372 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 reaches the age of fifty-five (55), or forty-six (46) if MIP member, 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

For years 1999-2002, the Board shall pay up to \$12,800 for each bargaining unit member toward the purchase of two (2) years of retirement credit. This credit will be for the plan that the employee is in at the time of his letter of intent to retire. If the member is not eligible to purchase two (2) additional years of service, they will be paid the equivalent of the last two (2) years purchase, as documented by the retirement board.

The bargaining unit members may choose a one time lump payment of \$10,000.

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 a maximum of one-hundred (100) 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. 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. It is recognized that a full-time teacher's pay covers the teaching of five (5) class periods. When a teacher receives an assignment of an extra class, that teacher will be compensated for the additional period with an adjustment of one sixth (1/6) of his salary. The teacher will be expected, under such circumstances,

to be in the school building for a full, or pro-rated conference or planning period.
(Former 2.4 E)

- 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.
- H. Teachers who substitute for other teachers at the request of the administration shall receive \$20 per hour at the middle school and high school and \$55 per day for elementary teachers who cover another teacher's class for the day.
- 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 (1999-2002)						
Base Pay = Step 0-BA	Y = (.65 - MS), (.75 - HS)		P = Preschool Practice			
Activity	Wks	Y	= 1 + 2 + 3	4 + P	Pay =%	
Head Varsity Football Coach	12	.75	9.0 2 4.0	1 2.5	17.5	
Asst. Varsity Football Coach	12	.75	9.0 2 4.0	.75 2.0	13.25	
Head Junior Varsity Football Coach	12	.75	9.0 2 4.0	.75 2.0	13.25	
Asst. Junior Varsity Football Coach	12	.75	9.0 2 4.0	.75 2.0	13.25	
Freshman Head Junior Varsity Football	10	.75	7.5 2 4.0	.75 1.0	11.13	
Freshman Asst. Football Coach	10	.75	7.5 2 4.0	.75 0	10.13	
Boys Head Varsity Basketball Coach	16	.75	12.0 1 1.75	1 0	14.75	
Boys Junior Varsity Asst. Basketball	16	.75	12.0 1 1.75	.75 0	11.06	
Boys Freshman Asst. Basketball Coach	16	.75	12.0 1 .5	.75 0	10.13	
Boys 8th Grade Basketball Coach	14	.65	9.1 1 0	.65 0	6.57	
Boys 7th Grade Basketball Coach	14	.65	9.1 1 0	.65 0	6.57	
Girls Varsity Basketball Coach	14	.75	10.5 1 1.25	1 2.0	14.75	
Girls Junior Varsity Basketball Coach	14	.75	10.5 1 1.25	.75 1.5	11.06	
Girls Freshman Basketball Coach	13	.75	9.75 1 .5	.75 0	8.44	
8th Grade Girls Basketball Coach	14	.65	9.1 1 0	.65 0	6.57	
7th Grade Girls Basketball Coach	14	.65	9.1 1 0	.65 0	6.57	
Boys Head Track Coach	11	.75	8.25 2 0	1 0	10.25	
Boys Assistant Track Coach					3.5	
Boys Middle School Track Coach	9	.65	5.85 2 0	.65 0	5.1	
Boys Middle School Assistant Track Coach					2.25	
Girls Head Track Coach	11	.75	8.25 2 0	1 0	10.25	
Girls Assistant Track Coach					3.5	

SCHEDULE B-1 (1999-2002)						
Base Pay = Step 0-BA	Y = (.65 - MS), (.75 - HS)		P = Preschool Practice			
Activity	Wks	Y	= 1 + 2 + 3	4 + P	Pay = %	
Girls Middle School Track Coach	9	.65	5.85 2 0	.65 0	5.1	
Girls Middle School Assistant Track Coach					2.25	
Golf Coach	8	.75	6.0 1 0	1 .25	7.25	
Varsity Volleyball Coach	16	.75	12.0 1 1.5	1 0	14.5	
Assistant Volleyball Coach	16	.75	12.0 1 0	.75 0	9.75	
Freshman Volleyball Coach					7.0	
Middle School Volleyball Coach					5.0	
Baseball Coach	11	.75	8.25 2 0	1 0	10.25	
Junior Varsity Baseball Coach	11	.75	8.25 2 0	.75 0	7.69	
Cheerleaders - Varsity Fall Cheerleading					7.5	
Cheerleaders - Varsity Winter Cheerleading					7.5	
Cheerleaders - Frosh/JV Fall Cheerleading					6.0	
Cheerleaders - Frosh/JV Winter Cheerleading					6.0	
Assistant Athletic Director - High School					14.0	
Assistant Athletic Director - Middle School					10.0	
Activities Director - High School					17.5	
Softball Coach	11	.75	8.25 2 0	1 0	10.25	
Junior Varsity Softball Coach	11	.75	8.25 2 0	.75 0	7.69	
Cross Country	8	.75	6.0 1 0	1 0	7.0	
Wrestling	14	.75	10.5 2 2.0	1 0	14.5	
Junior Varsity Wrestling	14	.75	10.5 2 1.0	.75 0	10.13	
Middle School Wrestling	4	.65	2.60 2 0	.65 0	2.99	
Varsity Soccer	11	.75	8.25 2 0	1 0	10.25	
Junior Varsity Soccer	11	.75	8.25 2 0	.75 0	7.69	

SCHEDULE B-1 (1999-2002)					
Base Pay = Step 0-BA	Y = (.65 - MS), (.75 - HS)		P = Preschool Practice		
Activity	Wks	Y	= 1 + 2 + 3	4 + P	Pay =%
Varsity Hockey Head Coach					17
Saturday Basketball					3.5

Criterion 1 = (weeks) (.75 = HS .65 - MS)
 Criterion 2 = (HS =>17=2%, <17=1%) (MS =>22=2%, <22=1%)
 Criterion 3 = Equipment, Attendance
 Criterion 4 = (HS Assistant Coach = .75) (MS Coach = .65)

SCHEDULE B-2:

Art Clubs- High School, Middle School, Elementary	3%
Band Assistant	11%
Band Head	17%
Chess Club	2%
DECA	3%
Dramatics - High School	4% per play
Dramatics - Middle School	3%
Driver Education (per hour)	0.07%
Elementary Youth Choir	3%
FHA/Hero	3%
French Club	3%
Future Problem Solving	3%
German Club	3%
Green Dinosaurs	3%
Journalism	4%
Life Skills - Elementary	10%
Math Counts	3%
Mentor Teacher - 1st Year	2.5%
Mentor Teacher - 2nd Year	1.25%
Mentor Teacher - 3rd Year	0.75%
Musical - High School	4%
National Honor Society	3%
Noon Duty	7.5%
Odyssey of the Mind	3%
Pride	3%
Safety Patrol Supervisor (each elementary)	1%
School Annual	7.5%
Science Olympiad	3%
Spanish Club	3%
Student Council Activities Director - Middle School	5%
Student Council - Elementary	1%

SCHEDULE B-2: (Continued)

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 – Middle School.....	2%

* Should other Schedule B positions be restored, or newly created at some future date, the rate of compensation will be negotiated.

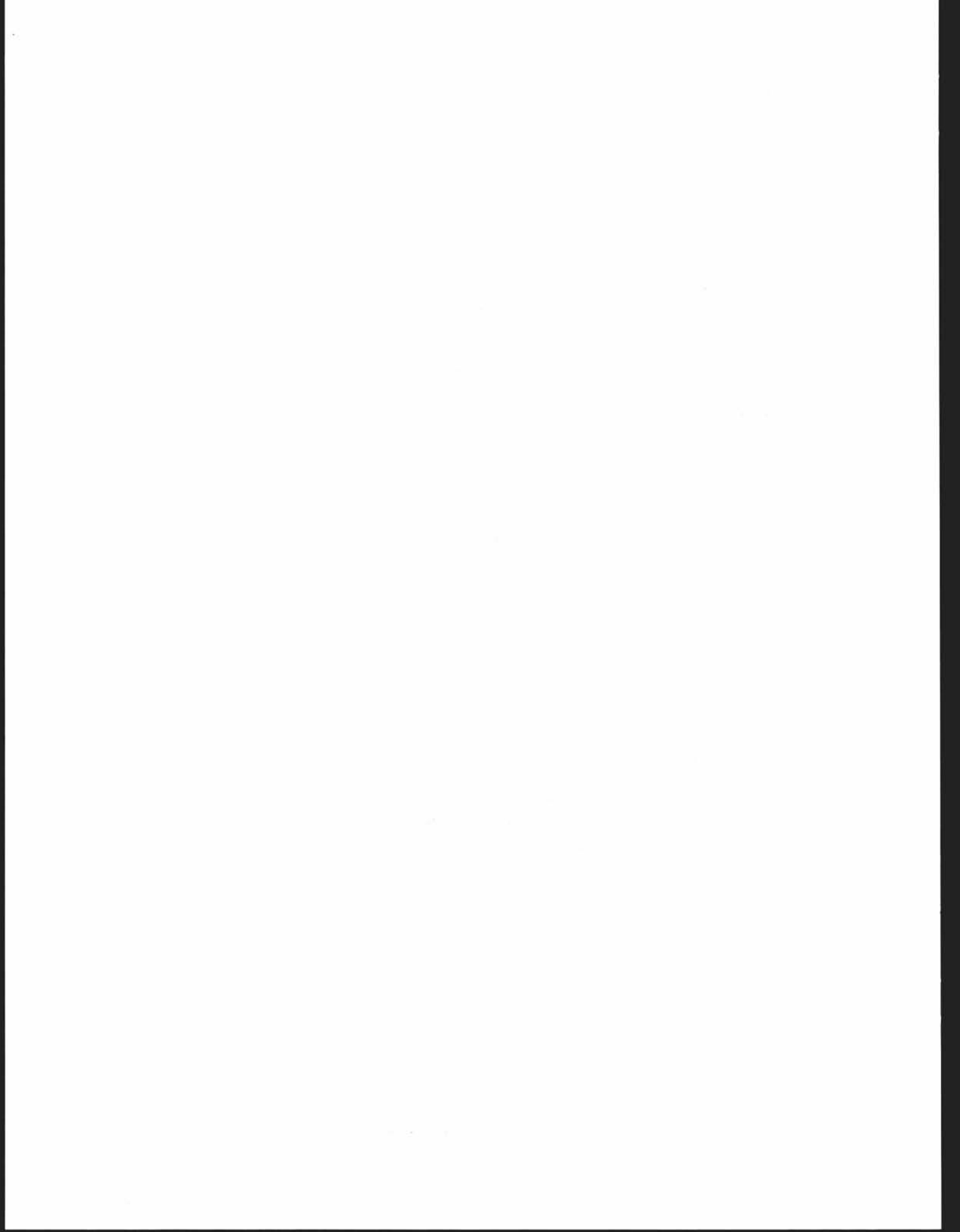
Those coaches who have pre-season responsibilities will receive a pre-season check within the first payroll period after the beginning of that season. The remainder of the pay will be issued in the first pay period following the completion of that sport season.

Athletic coaches and two music teachers, who qualify for post-season play will be paid 1/2% (.005) of the base salary for each week the season is extended beyond district competition. This pay will be included when the coach is paid at the end of his/her season.

Cheboygan Area
Schools

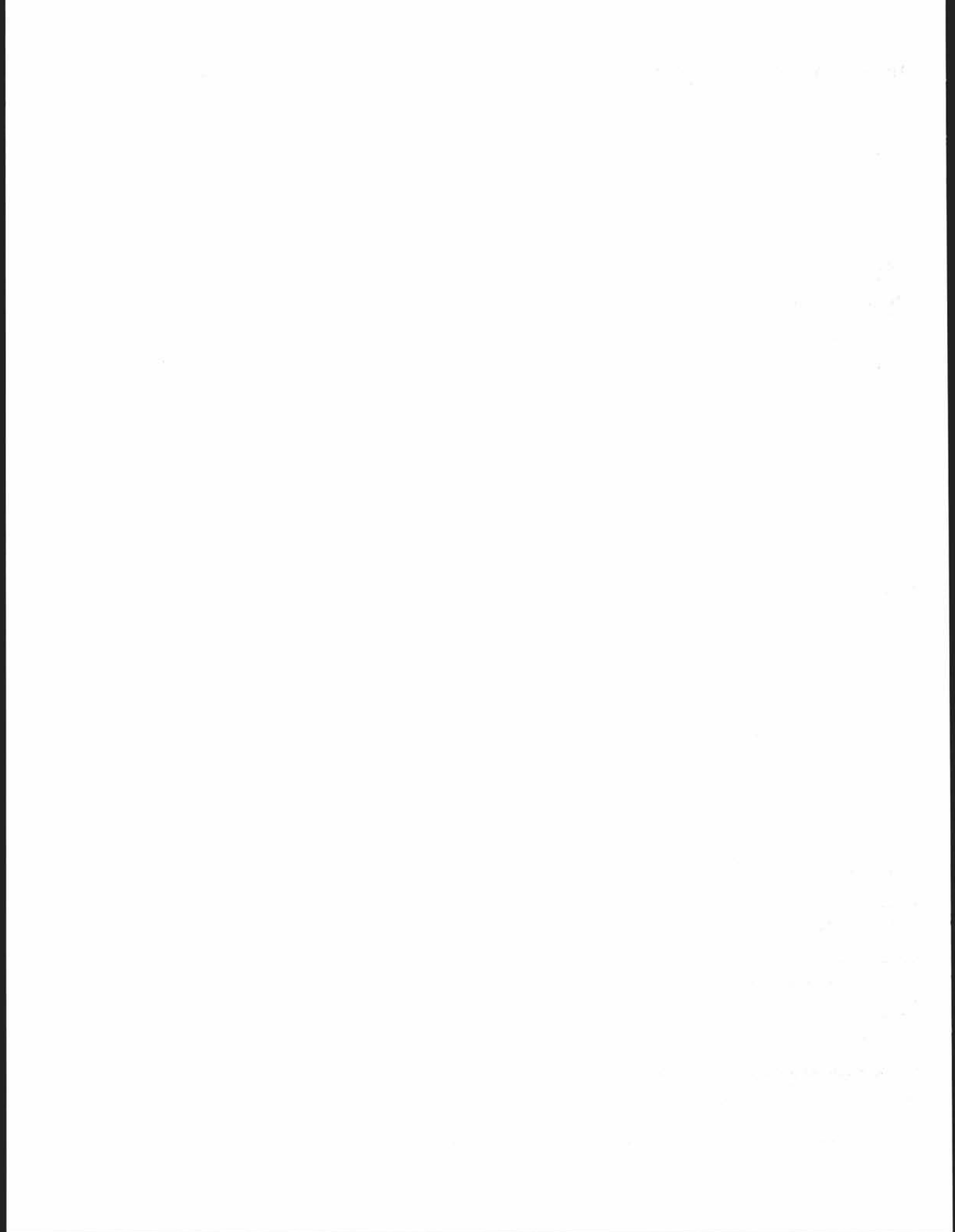
Contract Agreement

Section - 6



SECTION 6.1 SCHOOL CALENDAR (180 student days, 182 teacher days)

Cheboygan Area Schools 1999-2000 Year Calendar		
September	1	New Teachers Inservice Day
	2	Teachers Inservice Day
	7	First Day for Students
November	5	End of 1st Marking Period (44 days)
	11	Student ½ day - Parent/Teacher Conferences
	12	½ day - Parent/Teacher Conferences
	15	Fall Break - No school
	24	½ day - Thanksgiving Break
	29	School Resumes
December	22	End of School Day Dismissal - Christmas Break
January	3	School Resumes
	20	Student ½ day - Exams/Records
	21	Student ½ day - Exams/Records End of 2nd Marking Period 45 days
	24	Start of 2nd Semester
March	24	End of School Day Dismissal - Spring Break End of 3rd Marking Period 45 days
April	3	School Resumes
	20	End of School Dismissal - Easter Break
	25	School Resumes
May	29	Memorial Day - No School
June	7/6	Student ½ day - Exams/Record <i>(both is a full day)</i>
	8/7	Student ½ day - Exams/Records End of 4th Marking Period 46 days Last Student Day 180 days total
	9/8	Records Day - Last Teacher Day
Snow Days		June 9, 12, 13, 14, 15, 16, April 24, June 19, 20, 21, 22, 23



Cheboygan Area Schools 2000-01 School Year Calendar			
August	30	New Teachers Inservice Day	
	31	Teachers Inservice Day	
September	5	First Day for Students	
November	3	End of 1st Marking Period 44 days	
	9	Student ½ day - Parent/Teacher Conferences	
	10	½ day - Parent/Teacher Conferences	
	22	½ day - Thanksgiving Break	
	27	School Resumes	
December	22	End of School Day Dismissal - Christmas Break	
January	3	School Resumes	
	18	Student ½ day - Exams/Records	
	19	Student ½ day - Exams/Records End of 2nd Marking Period 46 days	
	22	Start of 2nd Semester	
March	23	End of School Day Dismissal - Spring Break End of 3rd Marking Period 45 days	
April	2	School Resumes	
	12	End of School Dismissal - Easter Break	
	17	School Resumes	
May	28	Memorial Day - No School	
June	5	Student ½ Day—Exams/Records	
	6	Student ½ Day—Exams/Records End of 4 th Marking Period 45 days	Last Student Day 180 days total
June	7	Records Day—Last Teacher Day	
Snow Days		June 8, 11, 12, 13, 14, 15, April 16, June 18, 19, 20	

Cheboygan Area Schools 2001-02 School Year Calendar		
August	29	New Teachers Inservice Day
	30	Teachers Inservice Day
September	4	First Day for Students
November	2	End of 1st Marking Period 44 days
	8	Student ½ day - Parent/Teacher Conferences
	9	½ day Parent/Teacher Conferences
	21	½ day Thanksgiving Break
	26	School Resumes
December	21	End of School Day Dismissal - Christmas Break
January	3	School Resumes
	17	Student ½ day - Exams/Records
	18	Student ½ day - Exams/Records End of 2nd Marking Period 45 days
	21	Start of 2nd Semester
March	22	End of School Day Dismissal - Spring Break End of 3rd Marking Period 45 days
April	2	School Resumes
May	27	Memorial Day - No School
June	4	Student ½ day - Exams/Records
	5	Student ½ day - Exams/Records End of 4th Marking Period 46 days
		Last Student Day 180 days total
	6	Records Day - Last Teacher Day
Snow Days		June 7, 10, 11, 12, 13, 14, April 1, June 17, 18, 19

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 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.

It is further agreed that if Section 101, Subsection 3, of the State Aid Act is repealed at any time, for any reason, Section 6.2C of the Master Agreement shall be null and void and no precedents shall have been created, and the parties will return to their former practice.

- 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 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.

Letter of Agreement #1

Memorandum of Agreement

RE: Verification of Disability Periods

It is hereby agreed by and between the undersigned parties that from this date forward there will be no presumptive periods of disability for any particular medical condition. The verification of the teacher's attending physician of the period of disability of any particular medical condition shall be accepted, unless there is sufficient reason to question the verification through independent facts or other medical opinion of the circumstances. Disability due to pregnancy and/or childbirth and recovery therefrom shall be treated as any other disability for verification of the period of disability.

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) 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 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

ACCEPTANCE AND RATIFICATION

This Agreement shall be effective September 1, 1999 and shall continue in effect until the 31st day of August, 2002.

NORTHERN MICHIGAN EDUCATION ASSOCIATION, NMEA

BOARD OF EDUCATION CHEBOYGAN AREA SCHOOLS

By *Daniel V. Pierce*
Chairperson, NMEA

By *James E. Munkell*
President

By *[Signature]*
NMEA Staff Coordinator

By _____
Vice President

By *Terry J. Cox*
Chief Spokesperson

By _____
Secretary

By *Lucille Beethem*
Negotiating Committee Chairperson

By *[Signature]*
Treasurer

By *C. A. Taylor*
Negotiating Committee Member

By *[Signature]*
Trustee

By *Joy Beth J. Siddall*
Negotiating Committee Member

By *Lay Lankford III*
Trustee

By *Michael J. Duval*
Negotiating Committee Member

By *[Signature]*
Trustee

By _____
Negotiating Committee Member

By *John A. Palmer*
Superintendent

By _____
Negotiating Committee Member

By *Landra Jeanotte*
Business Manager
Instructional Services Administrator

Dated this 25th day of May, 1999

the first of these is the fact that the system is not in a steady state.

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Cheboygan Area
Schools

Contract Agreement

Appendix

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the success of any business and for the protection of the interests of all parties involved. The text outlines the various methods and systems that can be used to ensure the accuracy and reliability of financial data.

Next, the document addresses the issue of budgeting and financial planning. It explains how a well-defined budget can help a business to allocate its resources effectively and to identify areas where cost-cutting measures can be implemented. The text also discusses the importance of regularly reviewing and updating the budget to reflect changes in the business environment.

The third section of the document focuses on the management of cash flow. It highlights the significance of maintaining a healthy cash flow and provides practical advice on how to monitor and control cash inflows and outflows. The text also discusses the various factors that can affect cash flow and offers strategies to mitigate potential risks.

Finally, the document concludes by emphasizing the importance of transparency and communication in financial management. It encourages businesses to be open and honest about their financial performance and to engage in regular communication with stakeholders. The text also provides a summary of the key points discussed throughout the document.

In addition to the above-mentioned topics, the document also covers a range of other financial management issues, including the importance of risk management, the role of insurance, and the benefits of professional financial advice. It provides a comprehensive overview of the various aspects of financial management and offers practical guidance on how to implement effective financial strategies.

The document is written in a clear and concise style, making it accessible to a wide range of readers. It is a valuable resource for anyone involved in financial management, whether as a business owner, a manager, or a professional advisor. The text is well-organized and easy to read, with clear headings and sub-headings that guide the reader through the various topics. The document is a must-read for anyone looking to improve their financial management skills and to ensure the long-term success of their business.

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):	
Satisfactory	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:** _____

