

4492

7/31/2002

**AGREEMENT BETWEEN**

**Chesaning Union School District Board of Education**

**- and -**

**Chesaning Education Association MEA/NEA**

**1999-2000**

**2000-2001**

**2001-2002**

*Chesaning Union School District*

## TABLE OF CONTENTS

Agreement	1
Preamble	1
Article I - Recognition	1
Article II - Teacher Rights	2
Article III - Professional Compensation	4
Article IV - Teaching Hours and Loads	7
Article V - Teaching Assignments	9
Article VI - Teaching Conditions	10
Article VII - Promotions	14
Article VIII - Vacancies and Transfers	15
Article IX - Sick Leave	17
Article X - Leaves of Absence	19
Article XI - Teacher Evaluation	23
Article XII - Protection of Teachers	25
Article XIII - Negotiations Procedure	27
Article XIV - Professional Grievance Procedure	28
Article XV - Review Committee	32
Article XVI - Agency Shop	33
Article XVII - Insurance Protection	35
Article XVIII - Layoff and Recall	37
Article XIX - Miscellaneous Provisions	39
Article XX - Continuing Education Units (CEU'S)	40

Article XXI - School Improvement Plans	41
Article XXII - Least Restrictive Environment/Medically Fragile	42
Article XXIII - Board Rights and Responsibilities	43
Article XXIV - Duration of Agreement	44
Salary Schedule B	45

## Agreement

This agreement is entered into this 20th day of September, 1999, by and between the Board of Education of the Chesaning Union School District, hereinafter called the "Board" and the Chesaning Education Association, hereinafter called the "Association."

### Preamble

WHEREAS - the Board has a statutory obligation pursuant of Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its' teaching personnel with respect to hours, wages, terms and condition of employment, and

WHEREAS - the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

### Article I - Recognition

#### A. Bargaining Unit Description

*The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 370, Public Acts of 1965, for all employees under contract or returning employees who have not yet received individual contracts of the following classifications: All employees assigned exclusively to classroom teaching for two hours or more per day in the regular school program, guidance counselors, speech and hearing therapists, school social worker, school psychologist, librarians, media specialists, volunteer aide coordinator, and high school student placement director but excluding supervisory and executive personnel and office and clerical employees, substitutes, community school director or athletic director working ½ or more in that position, and interns. The term "teacher" when used hereinafter in this Agreement, shall refer to all employee above defined, references to male teachers shall include female teachers.*

#### B. Association's Right to Bargain

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

#### C. An employee who is hired as a long-term substitute (replacing the same teacher for sixty (60) consecutive days or more) shall be required to pay dues or fees in the same fashion as a bargaining unit member. However, such employee shall have only such rights under the contract as required by law.

## Article II - Teacher Rights

### A. Legal Rights

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of 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 enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

### B. Mediation, Fact-Finding, Arbitration through MERC

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator or a fact finder from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.

### C. Association use of School Facilities

The Association and its members shall have the right to use the school building facilities at all reasonable hours for meetings, with prior approval of the administration.

### D. Membership Insignias

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

### E. Communication Rights

Bulletin boards and other established inter-school media of communication shall be made available to the Association and its members. All materials posted or placed in the mail boxes relating to Association business must be signed by the appropriate representative of the teacher organization.

F. Association's Access to Information

The Board agrees to furnish the Association information to which it is legally entitled. The Association agrees that all such information may be submitted as a simple statement or listing of pertinent data and that neither the Board nor the Administration shall be required to submit such information except in the form it is normally recorded or as mentioned above. The Association shall pay the reasonable cost incurred by the Board of Administration in furnishing the information requested.

G. Board Meetings, Agendas, Minutes

*The Board agrees to notify the Association of all regular and special meetings by the Board by sending copies of the agenda and previous Board meeting minutes to the Secretary and the President of the Association. In the event the Association wishes to confer with or discuss any item(s) on the Agenda prior to the announced meeting, the Board or its designated representative shall meet with the designated representative(s) of the Association at a mutually agreeable time for this purpose.*

### Article III - Professional Compensation

A. Schedule A

The salaries of teachers covered by this Agreement are set forth in schedule "A" which is attached to and incorporated in this Agreement.

B. Extra Curricular and Other Teaching Duties

The salary schedule is based upon a normal weekly teaching load during normal teaching hours. For extra curricular and other teaching duties, the teacher shall be paid according to Schedule "B" and Schedule "C" which are attached to and incorporated in the Agreement.

C. Paid Release Time

A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, excluding arbitration, shall be released from regular duties without loss of salary.

D. Credit for Outside Experience

1. Outside teaching experience granted to teachers will be at the discretion of the Board of Education.

2. Business Schools/Special Situations

Special situations, such as business schools, will be discussed with the individual concerned and an agreement reaching thereupon.

3. Pro-rated Pay for Less than Full-Time

Teachers who are employed on a regular basis less than full-time shall be paid according to Schedule "A" prorated.

4. Computing Half-Day Teaching Experience

In the event a teacher who has been employed in the district for half-days is employed as a full-time teacher, his/her years of experience shall be computed by giving one-half year's credit for each year employed; in less than whole numbers of years of experience such teacher shall be placed on the step corresponding to the next highest whole number providing he/she has taught half-days for a minimum of five (5) years. (Example: A teacher employed for five (5) years; a half-day teacher would be placed on step 3 of the salary schedule if employed full-time.)

5. Computing Part-Time Teaching Experiences

A teacher who teaches more than ½ time shall advance a full step on the salary schedule. Teachers who teach a ½ time assignment or less shall advance one-half step.



E. Options for Payment of Salary

A teacher may elect one of two methods of payment for his professional salary.

1. Twenty-Six Pays: Salary divided into twenty-six (26) pays, paid every two (2) weeks.
2. Twenty-One Pays: Salary divided into twenty-one (21) pays, paid every two weeks provided that the twenty-first (21<sup>st</sup>) check shall be made available on the last duty day. However, the Board shall be allowed six (6) calendar days subsequent to that date to make adjustments in the check.

F. Additional credits for Compensation

Upon submission of evidence of having qualified for advancement on the salary schedule by reason of credits beyond the bachelor's degree, a teacher shall be placed upon the proper step commensurate with said qualification. The teacher's pay rate will be adjusted either at the beginning of our next semester for colleges and universities on a semester system or at the beginning of our fourth quarter for colleges and universities on a quarterly system.

G. Compensation for Additional Assignment

A teacher who is assigned to teach a sixth period in lieu of a preparation period shall be compensated an additional 1/5 of his/her salary.

H. Compensation for Substitute Time

In the event an individual teacher is asked to take another teacher's class during a preparation period, the teacher will be compensated in the following fashion:

*Comp Days earned during the school year will be allowed to accumulate and be used during the school year. Any Comp Days earned during the school year and not used prior to the last student day will be paid at the rate of \$65.00 per day. The individual may carry over a maximum of two (2) days, however, to the next year. Those days must be used during the following year under the provisions outlined in the remainder of this section. Comp Days are based on a five (5) hour work day.*

The request for a Comp. Day must be received by the Superintendent of Schools at least five (5) days in advance except in the case of an emergency. If more than seven (7) teachers apply for a leave on any given date, the first seven (7) requests will be approved. (Combination Personal and Comp.)

*The first and last day of the school year, the last day prior to any vacation or holiday period, the first school day following any vacation or holiday period or any day on which parent-teacher conferences are scheduled may not be used as paid Comp. Days. Comp. Days earned, however, may be used in half day increments.*



The teacher will be requested to fulfill this position on a volunteer basis, and the requests for filling these hours will be done on a rotating basis, using each building's roster or teachers who have volunteered to fulfill this position for that building. If a substitute is not available, an administrator may assign a teacher from the volunteer's roster to cover for an absent teacher. If there are no volunteers in a building available, the administration may assign the least senior available teacher on a rotating basis. Further, this provision is in no way to be construed or interpreted as indicating a lack of importance given the preparation time currently allocated in the contract.

I. Universal Service Time

*The Board will provide payroll deduction for bargaining unit members who wish to purchase universal service time to be used for retirement purposes from the State of Michigan's Public Employees Retirement System (MSPERS) per regulatory and statutory authorization.*

## Article IV - Teaching Hours and Loads

### A. Teaching Hours

The teacher's normal work day will be seven (7) hours.

### B. Lunch Periods

All teachers shall be entitled to a thirty (30) minute duty free uninterrupted lunch period as scheduled.

### C. Middle and High School Teaching Loads and Preparation Periods

The normal weekly teaching load for full-time classroom teachers in the senior high school and middle school shall be twenty-five (25) teaching periods and five (5) unassigned preparation periods or the equivalent.

### D. Teacher Reporting Periods

Teachers shall be in the area of their first (1st.) period assignment five (5) minutes prior to the start of the school day and shall remain in the area of their last class period assignment five (5) minutes after the close of the school day. Teachers shall be expected to remain later if students request special help or for parent-teacher conferences. These conferences and special help sessions shall be scheduled by the teacher involved.

Four day week Kindergarten Teachers will not be required to have parent-teacher conferences on the fifth day. Teachers will arrange their student conferences during their work week.

### E. Association Representatives

An Association Representative in each building may present problems to the principal of that building for inclusion on the agenda for the first or second building faculty meeting.

### F. Extra-Curricular Duties

The assignment of extra-curricular duties will be on a voluntary basis.

### G. Attendance of Administrative Meetings

As part of their professional responsibility staff members will attend meetings called by the Administration for their entire length, unless excused by their Principal. Agendas should be published in advance of these meetings. Administrators will continue to call no more than two meetings per month. Said meetings will not exceed 1.5 hours in length.

H. Elementary Teacher Relief

Elementary teachers will be provided with two (2) duty-free recess periods of not less than fifteen (15) minutes each per day.

When elementary students are provided instruction in art, music or PE by specialized instructors, the classroom teacher shall not be required to remain with the students.

If the District adopts a once per week early release of students to establish one hour of released time per week, then there will be one (1) duty-free recess period per day.

I. The Board agrees that there will be at least two (2) thirty (30) minute uninterrupted planning periods per week in grades Primary - Four.

J. At the Secondary level, Department members will meet with the Administration prior to scheduling to resolve possible conflicts in teacher assignments (i.e. more than three preparations per semester and movement to other departments).

K. Zero Hour

1. The assignment of zero hour will be on a voluntary basis. If more than one teacher who is certified and qualified volunteers, the most senior member will receive the zero hour assignment. Teachers will be informed of any openings.
2. In the event that no bargaining member volunteers for zero hour then the Administration shall appoint a bargaining member for up to one year.
3. If assigned to a zero hour the teacher will teach six consecutive periods (including preparation period). If the assignment includes a 7th. period (6th. hour) then the teacher will be compensated an additional 1/5 of their salary.
4. Those teachers assigned to zero hour classes will not be required to stay until the end of the school day to attend faculty meetings.

Teachers will, however, have the obligation to find out what took place at the meeting.

L. Mentor Teacher

Mentoring is on a voluntary basis only and will not be used as part of the employees annual evaluation.

Mentors will be allowed a maximum of \$200.00 per year to purchase teaching supplies. Said funds will be provided by the Board of Education. The Association will also provide \$50.00 per year for each mentor teacher. In the event that a mentor chose to mentor more than one mentee, they will only be eligible for the single payment of \$200.00/\$50.00

## **Article V - Teaching Assignments**

### **A. Assignments Outside of Field of Preparation**

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 certificate or their major or minor field of study.

### **B. Changes in Assignment**

Teachers who will be affected by a change in assignment in the elementary school grades and by a change in subject assignment in the secondary grades will be notified and consulted by their principals. Tentative teaching assignments will be made prior to July 5. Any changes in assignment after July 5 will include an opportunity for the teacher so affected to resign within ten (10) days after receiving such change in assignment.

## Article VI - Teaching Conditions

### A. Class Size

Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board will reduce class sizes to the following desired objective, subject to the conditions listed below:

1. Kindergarten, Developmental Kindergarten and Primary - 26 pupils
2. Elementary School Grades - 30 pupils
3. Grade 1-4 Combination Classes - 26 pupils
4. Special Class for Handicapped or Mentally Impaired
5. Special Sight-Saving and Hearing Conservation Classes
6. Special Classes for the Emotionally Impaired

Note: Classes under 4, 5 and 6 will be governed by the State Law on Special Education. The Building Principal, Special Education Director and the Teacher affected will determine the necessity of aide time in classes where severely handicapped students are placed.

7. The maximum pupil load per teacher in the secondary schools shall be as follows:

English - 150 per day  
Social Studies - 160 per day  
General Education - 160 per day  
Mathematics - 160 per day  
Science - 160 per day  
Language - 160 per day  
Business - 160 per day

8. The number of students in the following classes will be governed by the physical facilities present and open to negotiations:

Typing	Art
Industrial Arts	Physical Education
Drafting	Band
Vocational Shops	Choir
Homemaking	Computers

9. For each child over 26 in Kindergarten and elementary school grades, the teacher will be provided one (1) hour of aide time, up to a limit of 30 children per classroom.

10. Class Size Conditions:

- a. Available building space
- b. Financial considerations
- c. Other emergencies

B. Protective Clothing

The Board shall furnish all protective utility clothes.

C. Teaching Materials/Field Trips

1. Teaching Materials/Field Trips

The board will continue to provide appropriate texts, library reference facilities, maps, globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standardized tests, questionnaires, field trips and other materials as agreed to by the Principal and the teacher since these are the tools of the teaching profession. The Board agrees to keep the schools equipped at all times.

2. Selection of Materials

The parties will confer yearly and/or when mutually agreeable for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association.

3. Clerical Supplies

The Board agrees to make available in each school typing, copy supplies and equipment and clerical personnel to aid teachers in the preparation of instructional materials.

4. Petty Cash Fund

A petty cash fund shall be established in each building, administered by the Principal, to facilitate the purchasing of low cost items.

D. Duty Free Lunch Period

In no event shall any teacher be required to supervise the cafeteria or playground activities during the lunch period.

E. Bus Drivers

Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.

F. Teacher Lunchroom/Lounge/Lavatories

The Board shall make available a room in each school that will serve as a lunchroom and faculty lounge, also lavatory facilities for both men and women. The above facilities will be constructed as present facilities permit and be incorporated in all future construction.

G. Telephone Facilities

Telephone facilities shall be made available to teachers for their reasonable use. In the event telephones are used for personal long distance calls, the cost of such calls shall be charged to the teacher's home phone or paid to the office by the individual teacher. Any personal calls not covered by the above shall be paid by the Association.

H. Individual Rights

The public and private life any teacher is not the appropriate matter for the concern or the attention of the Board nor shall said activities in the public or private life of any teacher be grounds for discipline or discrimination with respect to the professional employment as long as the teacher's effectiveness in his or her school duties is unimpaired.

I. Paid Workshops/In-Service Programs

Whenever new programs of instruction are introduced into the district, teachers involved shall be provided with in-service training sessions and/or workshops to better acquaint them with their new duties. These in-service sessions and/or workshops shall be provided during regular teaching hours whenever possible and the teacher shall be permitted to attend without any loss of pay.

J. Interactive Television

If the District considers implementation of interactive television they will notify the Association and the parties will negotiate the subject.

K. Channel One

The implementation of the "Channel One" will be done according to the following guidelines:

1. No bargaining unit member will be required to adjust lesson plans to accommodate any part of "Channel One".
2. Prior to renewing a contract with Channel One the Association will be asked to participate in an evaluation of the program.



3. "Channel One" will be presented to the entire building during a "home room" period in which every teacher will be assigned to a group of students for the entire year. This homeroom period will be fifteen to twenty-five minutes in length at the beginning of the day and separate from first period. Duty time during Channel One shall be distributed among the staff in the same or similar fashion and shall not be considered as a teaching period or as an unassigned preparation period. The Administration shall determine the schedule.

## Article VII - Promotions

### A. Supervisory Openings

1. Whenever a new supervisory or executive position is created, or whenever a vacancy in such an existing position shall occur, the Board agrees to publicize the position and notify the Association of the opening.
2. *Any teacher who is qualified for the opening may apply. The Board agrees to consider qualified applicants; however, the decision of the Board in filling such a position shall be final.*

### B. Retention of Bargaining Unit Rights

As of September, 1986, a teacher who leaves the bargaining unit to take a position as an administrator or supervisor in the Chesaning Schools shall have all accrued seniority, longevity, salary schedule credit and accumulated sick leave frozen as of the date they leave the bargaining unit.

Current Administrators will be frozen at the level of accumulation achieved effective 07-01-88 and will accrue no additional credit.

## Article VIII - Vacancies and Transfers

### A. Vacancies

A vacancy shall be defined as a newly created position or an existing position that is unfilled due to the resignation, retirement, death, or transfer of a bargaining unit member. A position shall not be considered vacant if it is held by a teacher on leave of absence who has the right to return to the job.

### B. Newly Created Positions

Positions will be considered "new" when:

1. The duty requirements of a position differ from the duty requirements of a position already in the bargaining unit.
2. The position is established for the first time at a new level of this educational organization (Elementary, Middle School or High School).
3. Newly created positions will be posted for fifteen (15) days and notification will also be sent to the Association.

### C. Voluntary Transfers

#### 1. Voluntary Transfers

A teacher may request a transfer to any vacancy within the system for which they are qualified.

#### 2. Transfer Requests

By May 1st. of each year, teachers may request transfers from one school to another or transfer to a different teaching subject or assignment for the ensuing school year. All requests for transfer must be in writing on forms provided by the Administration.

#### 3. Implementing Transfers

When making out the following year's assignments, the Board shall utilize the list of transfer requests provided by the teachers. A copy shall also be forwarded to the Secretary of the Association along with a list of transfers that the Administration has approved.

4. Transfer Request File

Transfer requests shall be kept on file for a period of one (1) year. The Board shall utilize the list of transfer requests in filling vacancies which occur the school year.

5. Filling Positions

When filling newly created positions the Board will utilize the requests received as the result of the posting of that position. When filling other vacancies the Board will utilize the transfer request file. The Board will award the position to the most senior applicant who possesses the requisite certification and qualifications (as defined in Article XVIII) of the position as long as this does not cause the layoff of or prevent recall of another teacher, or if a replacement for the teacher cannot be found.

C. Involuntary Transfers

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 and avoided whenever possible.

D. During the School Year Vacancies

Vacancies that occurred during the year may be filled at that time by a transfer request, if in the opinion of the Superintendent it would not be disruptive to the educational process. However, if in the judgment of the Superintendent, the transfer at that time would be disruptive, it will not be made until September.

## Article IX - Sick Leave

### A. Sick and Personal Leave Allowances

At the beginning of each school year each teacher shall be credited with eleven (11) days of leave to be used for absences caused by illness or disability. The unused portion of such days shall accumulate to one hundred seventy (170) days. In the event that a teacher has seven or more days of the eleven days allocated that year, the teacher will be credited with one (1) additional (Earned Personal Day) personal day the following school year.

Two of the above days may be used as personal leave, with a limit to seven (7) teachers on any given date. The request for the personal leave must be received by the Superintendent of Schools at least five (5) days in advance except in the case of emergency. If more than seven (7) teachers apply for a personal leave on any given date then the first seven (7) requests will be approved.

The first and last day of the school year, the last school day prior to any vacation or holiday period, the first school day following any vacation or holiday period or any day on which parent-teacher conferences are scheduled may not be used as paid personal leave days. All personal leave days will be used in half day increments.

### B. Sick Leave Bank

*At the beginning of the first year of this Agreement, all bargaining unit members will donate one (1) of the eleven (11) days allocated to them in Section A. to a Sick Leave Bank. The Association will have complete and autonomous control in establishing the guidelines for the use of these days and the allocation of these days. These days may be used by teachers who have exhausted their cumulative sick leave due to illness based on the guidelines as developed by the Association.*

*The Association agrees to notify the business office immediately upon the allocation of days to an individual, informing the office of the number of days allocated to the teacher. Such leave days shall be considered as part of the Family & Medical Leave Act leave.*

### C. Workers' Compensation

Any teacher who is absent because of an injury or disease compensable under the MI Workers' Compensation Law shall receive from the Board the difference between the allowance under Workers' Compensation Law and his or her regular salary for the duration of his or her unused sick leave. The Board will continue to provide fringe benefits during the period the teacher is disabled up to the time the teacher's unused leave is exhausted.

D. Report of Accumulated Sick Leave

At the end of the year, the Board will note on the last check the amount of sick days each teacher has accumulated.

E. Extended Use of Sick Days

In the event of an extended use of sick days by a bargaining unit member, the following will be in effect:

1. If the use of sick days requires hospitalization of any type, the Board may require a return to work authorization from the member's attending physician; or
2. If the bargaining unit member uses more than the allocated sick days for the year for one illness, the Board may require a return to work authorization from the member's physician.

(By way of example, if the bargaining unit member is incapacitated from ten (10) concurrent days without requiring hospitalization, the Board may insist on said authorization before the member returns to his position.)

F. Payment for Unused Sick Leave

Upon retirement from the Chesaning Schools under MPSERS a teacher with 15 years of service with Chesaning Union Schools will be paid for unused sick leave to a maximum of 170 days at the following rate:

<u>Years of Service</u>	<u>Rate</u>
15-20 years	\$15
21-25 years	\$25
26-30 years	\$35

## Article X - Leaves of Absence

### A. Unpaid Leave

#### 1. Sick Leave Without Pay

Any teacher whose illness or disability extends beyond the period compensated under Article IX 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 be renewed each year upon written request by the teacher with verification by the teacher's physician. A teacher returning from illness leave will be reinstated to the same or similar position at the conclusion of the leave.

#### 2. Personal Leave

A personal leave of absence may be granted to a teacher for up to one year. The teacher must have taught in the Chesaning School system for at least one year. Upon written request of the teacher the leave may be extended at the discretion of the Board. Upon the termination of the leave the teacher shall be returned to the first available vacancy for which he/she is certified and qualified. The teacher shall be returned to a position, if qualified, before a new teacher is hired for a given position at the termination of the leave.

#### 3. Military Leaves

Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

#### 4. Leaves Without Pay for Educational and Study Purposes

Leaves of Absence without pay shall be granted upon application for the following purposes:

- a. Study related to the teacher's certification
- b. Study to meet eligibility requirements for certification other than that held by the teacher.
- c. Study, research or special teaching assignment involving probable advantage to the school system.

#### NOTE: Guidelines for Section 4

1. Requests are to be made to the Board by March 15.
2. The Board is to reply to the request by April 15.
3. The Board and the teacher will sign written intents to return and to rehire.



5. General Guidelines:

- a. No more than two percent (2%) of the teaching staff will be granted leaves at one time and leaves will be limited to one (1) year.
- b. No steps of the salary schedule will be lost due to the leave.
  1. Increments will be granted for the period of the leave when the leave is for study or research in the teacher's certified field. This would include graduate studies in education, studies in the field taught by the teacher, and studies in the field of the teacher's major or minor.
  2. Increments will be granted for the period of the leave when the leave is for study to prepare the teacher to teach at another level or to obtain training in a specialized field as approved by the Board.
  3. Increments will not be granted for the period of the leave when No. 1 or No. 2 above do not exist.

5. Child Care Leave

A leave or absence without pay of up to one year's duration shall be granted upon request to a teacher who has taught at least one full year in the Chesaning school system for the purpose of caring for a new born child, infant child, newly adopted child or seriously ill child.

*Extensions may be granted at the request of the teacher and upon approval of the Board. Request for child care leave will be made at least sixty (60) days prior to the requested start of the leave. The request will state the return date. Seniority will be frozen at the current amount accrued by the individual, however, after the first year of the leave. The individual will accrue only one year of seniority for all child care granted by the Board.*

Upon return from child care leave, the teacher will be returned to the same or similar position upon conclusion of the leave.

6. Family Illness

A leave of absence without pay may be granted by the Board of Education for up to one school year upon request to a teacher who has taught at least one full year for the purpose of attending to a critically ill member of the immediate family. (For purposes of this section, the immediate family shall include a parent, spouse, child or member of the employee's household.) The teacher shall be returned to the same position if the leave is for less than sixty (60) days. If the leave is for more than sixty (60) days, the teacher will be returned to a position for which he/she is certified and qualified in compliance with

other provisions of this contract. Critical illness shall include any illness or injury requiring hospitalization, emergency treatment, surgery, intensive care or any illness which requires homebound intensive care or a hospice situation.

B. Paid Leave (Chargeable Against Sick Leave Allowance)

Illness in the Immediate Family

A maximum of ten (10) days per year for critical illness in the immediate family. The immediate family for purposes of this section shall be defined as the employee's spouse, children or parents. Critical illness shall include any illness or injury requiring hospitalization, emergency treatment, surgery or intensive care.

C. Paid Leave (Not Chargeable Against Sick Leave Allowance)

1. Bereavement Leave

- a. A maximum of five (5) days per death in immediate family. Immediate family for purposes of this section will be employee's spouse, children and parents, or members of the employee's household.
- b. A maximum of three (3) days per death in the event of death of employee's brother(s), sister(s), grandparent(s), brother(s)-in-law, sister(s)-in-law, parent(s)-in-law, grandchildren and spouse of child. One day for relatives not covered above.
- c. A maximum of one (1) day for individuals not covered above, deducted from personal leave days without prior notice to the Board.

2. Jury Duty

Absence when a teacher is called for jury service. While the teacher is on jury duty, the Board will make up the difference between what he/she is paid by the court and his/her regular salary.

3. Court Appearance

Court appearance at the request of the Board of Education.

4. Selective Service Physical Examination.

Time necessary to take the selective service physical examination.

5. Professional Days

Teachers may be granted professional days with pay not chargeable against sick leave allowance for visitation in other schools and/or for attending conferences or conventions which have been approved by the building principal.

6. Association Business Days

*At the beginning of each school year, the Association shall be credited with twenty-one (21) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to pay the Board of Education the current substitute rate and the Association member's retirement contribution for all days used under this provision. The Association agrees to notify the Board no less than forty-eight (48) hours of the date for intended use of said leave and no more than three (3) teachers shall be released on any one day under the provisions of this section.*

7. Compensation Time

Teachers who are teaching in the elementary level involved in the Hartley Nature Camp program and who attend that facility with their students for the duration of the student's time there will be credited with an extra day of Personal Leave, subject to the conditions as stipulated in Article IX, Section A.

D. Return from Leave

Upon return from leave of absence, accumulated sick days earned prior to the leave shall be credited to the teacher.

For leaves of a school years duration, the teacher shall notify the Superintendent in writing by May 1<sup>st</sup> of his/her intent to return. For leaves of absence of less than a year in duration, the teacher will notify the Superintendent in writing of his/her intent to return at least thirty (30) days prior to the expiration of the leave. Failure to notify the District of intent to return may be considered as resigning from the District and may prevent reinstatement. A teacher upon return from leave shall be restored to a position for which he/she is qualified subject to the provisions of the leave.

Full-time employees after one year of employment shall be eligible for leave consistent with the District's policy under the Family Medical Leave Act. If an employee voluntarily fails to return to work following such leave, the employee will repay the Employer the cost of insurance paid if requested by the Employer.

E. Termination by the Board

Any teacher who while on leave of absence takes employment as a teacher in another district or in any other way violates the terms of his/her leave shall be deemed to have terminated his/her employment with Chesaning Union Schools and there shall be no further obligation upon the Board.

## Article XI - Teacher Evaluation

### A. Intervals for Evaluation

#### 1. Probationary Teachers:

The performance of all probationary teachers shall be evaluated at least three (3) times during the school year; with at least two (2) evaluations to be conducted by the end of the teacher's first semester of service. The first evaluation may be oral, the subsequent evaluations must be in writing and conducted at least sixty (60) days prior to the end of the probationary school year.

#### 2. Tenure Teachers:

Tenure teachers will be evaluated at least once every three (3) years.

### B. Criteria for Evaluation:

1. Evaluation of a teacher is an ongoing and continuous process. Evaluations shall be conducted by a qualified person or persons as determined by the administration. Evaluation shall be based on observation of the teacher's conduct and performance. Each classroom observation shall be made in person by the evaluator for not less than twenty (20) continuous minutes.
2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed-circuit television, public address systems, audio systems or similar surveillance devices shall be strictly prohibited.
3. All evaluations shall be based upon criteria for evaluating professional growth as developed by the Board. Copies of the criteria to be used in evaluation shall be furnished to teachers in September and prior to the first evaluation.
4. An interview shall be held no later than ten days whenever possible after the final observation at which time the teacher will be given a written copy of the evaluation. The teacher will sign a copy of the evaluation and return it to the supervisor. The signature of the teacher denotes that the evaluation was received and in no way indicates agreement of the evaluation contents. A teacher who feels the evaluation is incomplete or unjust may put his or her objections in writing and have them attached to the evaluation report to be placed in the personnel file.
5. Should deficiencies be recorded in the work performance of a teacher, the evaluator will provide the teacher with written recommendations for improvement and with assistance to implement the recommendations.

6. No evaluation will be based solely on an observation conducted during the first or last week of the school year or semester, on the day preceding or following a holiday or break, or on the day a teacher returns from a leave of any kind.

C. Final Probationary Evaluation Report

No later than sixty (60) days prior to the end of each probationary year, the final evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

D. Termination of Probationary Teachers

In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons thereof in writing with a copy to the Association and provide for a hearing where requested.

E. Review of Personnel Files

Each teacher shall have the right to review the contents of his or her personnel file. At the teacher's option, an Association representative may accompany the teacher during this review.

F. Discipline for Just Cause

*No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. Just cause shall not apply to nonrenewal of a probationary teacher. Any such discipline, reprimand or reduction in compensation, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth, except as limited by the definition of "grievance".*

## Article XII - Protection of Teachers

### A. Board Support to Teachers

*Since the teacher's authority and effectiveness in his/her classroom is enhanced when students discover that there is sufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline of their students. Any teacher will have the opportunity to participate in Student Handbook revision meetings.*

*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 address the situation. In such cases the teacher will promptly furnish the principal full particulars of the situation in writing.*

### B. Assault on a Teacher

Any case of assault upon a teacher will be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

### C. Complaints/Suits Against a Teacher

If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board shall provide legal counsel and render all necessary assistance to the teacher in his/her defense, as long as the teacher was acting in a reasonable manner.

### D. Lost Time

*Time lost by a teacher in connection with judicial proceedings shall not be charged against the teacher provided the teacher acts within the scope of his/her employment.*

### E. Parent's Complaints

*Any complaints by a parent of a student directed toward a teacher shall be called to the teacher's attention.*

### F. Complaints Against a Teacher

Any complaints directed towards a teacher which are placed in his/her personnel file are to be called to the teacher's attention in writing within five (5) school days. The teacher shall have five (5) school days in which to discuss and/or attach a written

response to the complaint. At the option of the teacher an Association representative may accompany the teacher in the examination of the file.

G. Teacher's Access to Files

Teachers, for professional purposes, shall have access to the CA-39 and CA-60 files of their students. Other information will be at the discretion of the principal or counselor.



### **Article XIII - Negotiations Procedure**

A. Re-Opening of Agreement

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be, upon consent of both parties, subject to professional negotiations between them from time to time during the period of this Agreement. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. Initiation of Bargaining

At least ninety (90) days and not more than one hundred fifty (150) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of the teachers employed the Board.

C. Selection of Negotiating Representatives

In any negotiations described in this Article neither party shall have any control over the selection of negotiations or bargaining representatives of the other party and each party may select its representatives from within or outside the school district.

D. Contract Authority

This Agreement shall supersede any rules, regulations or practices which shall be contrary or inconsistent with its terms, and past practices shall not be recognized unless committed to writing and incorporated into this Agreement.

E. Ratification

It is agreed by the parties that no final Agreement between them may be executed without ratification by the Board and by the Association. Any agreement shall apply to all members of the bargaining unit as negotiated and shall be reduced to writing and signed by the authorized representatives of the Board and the Association.

F. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers. Fifteen (15) additional copies will be presented to the Association.

## Article XIV - Professional Grievance Procedure

### A. Definitions

1. A "grievance" shall mean a complaint by a teacher in the bargaining unit that there has been to him/her a violation, misinterpretation or inequitable application of specific provision of this Agreement. Except that the term "grievance" shall not apply if the grievance is subject to the jurisdiction of the Tenure Commission, "MERC", Department of Civil Rights, EEOC or any other agency or governmental unit whose primary function is to enforce and/or regulate activities for redress.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. The term "days" shall mean calendar days.

### B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

### C. Structure

1. There shall be one or more Association representatives in each school building selected by the Association in a manner determined by the Association. The Association agrees to notify the Board within thirty (30) days of the beginning of the school year as to who has been designated as the above Association representatives and the Association further agrees to notify the Board promptly whenever any changes in this designation are made.
2. In the event an Association representative is a part in interest to any grievance, the Association may appoint a substitute representative.

### D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

1. Level One

A teacher with a grievance shall discuss it with the immediate supervisor or principal individually or together with his/her Association representative or through the Association representative within twenty (20) days of when the teacher became aware of the alleged violation or act or condition which the teacher claims is the basis of the grievance.

2. Level Two

In the event the grievance is not settled or if no decision has been rendered within five (5) days after presentation of the grievance, the aggrieved may file the grievance in writing through the Association with the principal. Such written grievance shall specify the section of the contract he/she alleges is violated, the events that caused the violation and the remedy sought. The principal shall render a written decision within five (5) days of receipt of the written grievance. If the grievance is not appealed within ten (10) days after the principal's answer is received, it shall be deemed settled on the basis of that answer. The Association may file a grievance at the Superintendent's level if the grievance involves more than one school building, but the grievance may be referred to the principal level by the Superintendent.

3. Level Three - Superintendent's Level

In the event the grievance is not settled at Level Two, the Association shall have ten (10) days after receipt of the Level Two answer to appeal the grievance in writing to the Superintendent's Level. Upon receipt of the appeal, the Superintendent shall, within ten (10) days, arrange to have a meeting with the representatives of the Association and the grievant in an effort to resolve the grievance. The Superintendent or his designated representative shall have ten (10) days following the meeting at Level Three within which to answer the grievance. If no answer is given within that time frame or if the answer is not satisfactory, then the Association shall, if it desires to continue the grievance to the next step, appeal the grievance in writing within ten (10) days to the Board Level of the grievance procedure.

4. Level Four - Board Level

In the event the grievance is not settled at Level Three, or if no decision has been rendered within the ten (10) days provided above, the grievance shall be appealed to the Board within the next ten (10) days by filing a written copy with the secretary of the Board, with a copy being sent to the Superintendent. The Board or its representative shall within ten (10) days of receipt of the grievance arrange a conference with the Association for the purpose of resolving the grievance. Within ten (10) days of such meeting, the Board or its representative shall render its decision in writing.

5. Level Five - Arbitration

If the grievance is not settled at the previous step or if no disposition has been made within the specified time limit, the grievance may be submitted to arbitration before an impartial arbitrator. The Association will notify the Board within fifteen (15) days after receiving the decision at the previous step that the grievance is being submitted to arbitration. If the parties cannot agree as to the arbitrator within ten (10) days of notification date that the arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that the award of the arbitrator shall be final and binding.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association representative or the Grievance Committee the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
2. The grievance discussions and the decision rendered at Level One may be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing, and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the Association Grievance Committee and a designated representative of the Board shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

G. Fees of the Arbitrator

The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

H. Individual's Right to Grieve

Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance to the Board of Education and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

### **Article XV - Review Committee**

A review committee shall be established. It will be made up of six (6) members of the Association as selected by the Association. They will meet once a month during the school year with the representative of the Board and the Superintendent or his representative; they will meet to discuss any problems not the subject of a grievance at the time.

## Article XVI - Agency Shop

### A. Authorization of Dues Deduction

Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct nine (9) equal installments for dues from the salary of the teacher.

### B. Service Fees

Any new teacher employed by the Board after September 1, 1969, except as stipulated in paragraph C, shall as a condition of their employment be required to make application for membership and/or pay as a fee to the Association an amount as determined in accordance with the MEA policy and procedures regarding objection to political-ideological expenditures. Judicial, administrative or arbitral remedies for objections may be utilized consistent with the law. The teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A of the Article.

### C. Half-Year/Pro-Rated Fees/Dues

Any teacher employed for commencement of duties at the start of the second semester shall not be required to pay more than one-half ( $\frac{1}{2}$ ) the annual membership dues or fee. Teachers employed less than full time who choose to pay the equivalent fee shall pay an amount pro-rated to the portion of the school year such teacher performs services for the Chesaning Schools.

### D. Failure to Pay Dues/Fees

Any teacher, except as defined in paragraphs B and C, must be a member of the Association in good standing or must make applications for membership or must cause to be paid a fee to the Association according to B above.

If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages in the same manner as set forth elsewhere in this Article and remit same to the Association pursuant to MCLA 408.477.

Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to



comply with the provisions of this Article is just cause for discharge from employment.

E. Transmission of Dues

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or agency fee, the Board agrees to remit to the local Association all monies deducted.

F. Other Deductions

Deductions for Board approved programs and plans such as annuities, savings bonds and credit union shall be made.

G. Non-Member Fees

In the event any newly employed teacher qualify for membership in the Association or the MEA, or the NEA, such teacher shall be required to pay the equivalent fee as delineated in B and D above, and the Association agrees to accept such equivalent fee.

H. Savings Clause

The Association agrees to assume the legal defenses of any suit or action brought against the Board regarding sections A through E of this Article of the Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents.
2. The Association, after consideration with the Board, has the right to decide whether to defend any such action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this Article with the Board's approval and permission.

## Article XVII - Insurance Protection

### A. Insurance

Upon submission of a written application and subject to the fulfillment of the insurance carriers requirements the following insurance benefits will be available to the members of the bargaining unit.

The Board shall not be required to make duplicative contributions toward medical-hospitalization insurance premiums for its employees. To avoid such duplication where applicable, one employee shall be designated and insured and the other as a covered dependent. Such designation shall be determined by the employees involved. The insured employee will be eligible for Plan A; the covered dependent for Plan B.

#### 1. MESSA PAK PLAN A For employees needing health insurance

*SUPER CARE 1 (BCBS Underwriter) – Excluding abortion coverage*

*Delta Dental 80/80/80; \$1,300 ortho max*

*Negotiated Life - \$30,000 AD&D*

*Vision - VSP - 2*

*\$5/\$10 Prescription Co-pay*

*Long Term Disability Plan II - 66 2/3%*

*\$2,500 Maximum (monthly)*

*90 Calendar Days modified fill*

*Pre-existing conditions Waived*

*Freeze on offsets*

*Alcoholism/Drug and Mental/Nervous*

*same as any other illness*

*COLA*

#### 2. MESSA PAK PLAN B for employees not needing health insurance

*Delta Dental - 80/80/80; \$1,300 ortho max*

*Vision - VSP - 3*

*Negotiated Life - \$40,000 AD&D*

*Long Term Disability - 66 2/3% same as above*

*Dependent Life - \$2,000/\$2,000 (spouse/child)*

#### 3. Insurance benefits will be for a twelve month period for all employees who complete their contractual obligations.

### B. Termination of Benefits

If an employee covered by this Agreement leaves the school system for any reason the payment of the insurance terminates at the end of that month unless otherwise specified.

- C. *In the year 2000-2001, if insurance premium costs rise 10% over the 1999-2000 cost, there will be a reduction of 0.10% from the salary schedule; an 11% increase will result in 0.11% reduction in salary; 12% increase will equal 0.12% reduction in salary; 13% increase will equal 0.13% in salary, etc. In the 2001-2002, the same formula shall apply based upon the insurance premium cost for 2000-2001.*

## Article XVIII - Layoff and Recall

- A. In the event of a layoff, the following procedure shall be followed:
1. A seniority list shall be established and agreed upon between the parties within thirty (30) days of the signing of this contract. The list shall be maintained and published annually thereafter. Within twenty (20) days of submission of the list to the President of the Association, objections to the list shall be filed. Seniority shall be defined as continuous years of employment in the Bargaining Unit (except as per Article VII) including leaves of absence. The seniority of part-time teachers shall accrue at the same rate as full-time teachers. When two (2) or more teachers have the same length of service, the position of the seniority list shall be determined by a lottery system.
  2. After the curriculum has been established by the Board, probationary teachers will be laid off first, providing there are tenure teachers in the District who are certified and qualified (as set forth in this contract) to fill the position.
  3. In the event that tenure teachers are to be laid off, the following criteria shall be used:
    - a. Seniority
    - b. Certification as defined by the State Department of Education
    - c. Qualifications as defined below:
      1. In K-6 classrooms, qualifications shall be State certification
      2. In 7-8 classrooms, qualifications shall be:
        - A. Major or minor in the subject area; or
        - B. Three (3) semesters of successful teaching experience in the subject area in the system as determined by the principal; or
        - C. Ten (10) hours of study in the subject area.
      3. In 9-12 classrooms, qualifications shall be determined by the State Department of Education certification and North Central Accreditation Association.
      4. The Board shall have the discretion to adopt qualifications for new subject area positions.
  4. The layoff notice shall be sent to the teacher no later than July 15<sup>th</sup> of each year.

5. The Association shall review the layoff proposal prior to formal adoption. The Association shall certify in writing within five (5) days of receipt of the proposal that:
  - a. The Association agrees with the proposal; or
  - b. The Association will specify in writing the changes necessary to obtain the endorsement of the Association.
6. The recall from layoff shall be handled in the same fashion as the layoff.
7. Transfers and Building Closings
  1. If it should be necessary to transfer a teacher from one school to another to facilitate staff reduction the following will be used:
    - a. The staff needs of each school will be determined;
    - b. Any teacher with a voluntary request on file to transfer to a building with openings will be transferred first assuming he/she is certified and qualified.
    - c. Teachers in a building with extra personnel will be notified of the opening(s) and given an opportunity to request a transfer.
    - d. If transfers are still necessary, they will be made based on the system-wide seniority of the teachers certified and qualified to fill the open positions;
    - e. Teachers transferred under this situation will be returned to their original building as soon as an opening for which they are certified and qualified is available, assuming they want to return.
  2. In the event of an entire building being closed by action of the Board, the teachers affected by the closing will be placed in positions according to seniority, certification and qualifications. Teachers who were displaced by such a closing shall have the first opportunity to return to their original building should that facility be reopened at a later date, and the teacher has the necessary seniority, certification and qualifications. Teachers shall remain on the recall list for three (3) years following layoff.

## **Article XIX - Miscellaneous Provisions**

### **A. Substitutes/Call In**

The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

### **B. Ethical Problems**

The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. Any action or inaction on the part of the Association under this provision in no way limits action that the Board may choose to take.

### **C. Compliance with Law**

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **D. Teachers' Civil Rights**

Nothing contained herein shall be construed to deny or restrict any teacher right he may have under the Michigan General School Laws or applicable Civil Service Laws and regulations. The rights granted to the teachers hereunder shall be deemed to be in addition to those provided elsewhere.

### **E. Textbooks**

The Board recognizes the desirability of having up to date textbooks in all areas of study and particularly in the area of sciences and social studies. Within the framework of this philosophy and the resources available, the Board will provide modern textbooks.

## Article XX - Continuing Education Units (CEU'S).

### Advancement Criteria

- A. The programs or activities that will count toward equivalency credit are defined as work-shops, seminars, conferences, clinical activities or like-related activities which can be established under one of the above headings. These activities will be accepted as equivalent for salary advancement for all rails beyond the B.A. only insofar as it is limited by restrictions placed on movement to that rail. This shall not be interpreted to relieve any teacher of certification standards required by law. It is understood that equivalency units do not have to be part of any planned program endorsed by or through a college or university.
- B. In order for equivalency credit to count for accumulated credits on the salary schedule, it must be demonstrated that the individual has complied with the SBE guidelines for numbers of minutes:
- 10 contact hours - 1 SB CEU
  - 30 contact hours - 1 semester hour credit
  - 3 SBE-CEU's - 1 semester hour credit
- C. Programs or activities as defined in Section A, will be accepted for unit credit if the program or activity is within the subject area that the individual is currently teaching, within the teacher's major or minor certificated areas, within an area that the teacher has experiences in teaching, or within educationally relevant areas of study such as classroom management, strategies for teaching, problems in education, or curriculum development. The activity must meet the acceptable criteria for State Board of Education continuing education units, and be approved by the local committee.
- D. Incremental amounts between rails shall remain as established in the Master Agreement through negotiations between the Board and the Association.
- E. Approval of acceptable activities for continuing education unit credit shall be made by a joint educational council composed of three (3) bargaining unit members selected by the Association and three (3) administrative representatives of the Board. Application for approval of such activities for continuing education units shall be made on the appropriate form to be developed by the joint educational council and approved by both the Board and the Association.

### **Article XXI - School Improvement Plans**

- A. Site based decision making is considered to be part of SIP.
- B. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.
- C. If SIP activities are scheduled during the teachers' workday, the teachers shall suffer no loss in pay.
- D. Participation on a SIP committee is voluntary and shall not be a part of a teacher's evaluation, or otherwise be used to discipline the teacher.
- E. Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and Board.
- F. The Association maintains its right to approve all bargaining unit members serving on any SIP committee.



## Article XXII - Least Restrictive Environment/Medically Fragile

### A. Least Restrictive Environment

#### 1. Directional Statement

While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.

#### 2. IEPC Participation

Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the individual education planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by Employer, the member may choose not to do so.

### B. Medically Fragile Students

#### 1. Definition

For the purpose of this article, the term "school health services" shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).

2. No bargaining unit member shall be required to provide school health services except in an emergency situation.

### **Article XXIII - Board Rights and Responsibilities**

- A. *Except as otherwise expressly provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitutions of the State of Michigan and the United States, and all rights and powers to manage and conduct the activities of the Employer.*
- B. *The exercise of the foregoing rights, authority, powers and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.*
- C. *The express inclusion of an affirmative statement or delineation of any specific rights of the Employer anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Employer not so mentioned and hereby retained by the Employer.*

**Article XXIV - Duration of Agreement**

This agreement shall be effective as of August 1, 1999, at 12:01 a.m. and shall continue in full force and effect until July 31, 2002. By mutual agreement the parties may negotiate articles of this Agreement.

BOARD OF EDUCATION

EDUCATION ASSOCIATION

By: *Marjorie Tichof*  
(Its Secretary)

By: *Bruce H. Smith*  
(Its President)

By: *Wayne J. Suppes*  
(Its President)

By: *Hil Boswell*  
(Its Secretary)

LETTER OF UNDERSTANDING  
BETWEEN  
CHESANING UNION SCHOOL DISTRICT BOARD OF EDUCATION  
AND  
CHESANING EDUCATION ASSOCIATION

Teachers owing sick days to the sick leave bank as of June 30, 1999 per the 1996-99 labor agreement shall continue to reimburse the district for such time.

  
\_\_\_\_\_  
for Chesaning Union School District  
Board of Education

  
\_\_\_\_\_  
for Chesaning Education Association

Chesaning Union Schools  
Proposed Teaching Salary Schedule A  
1999-00 School Year  
(2% increase on all steps over 1998-99)

<u>Step</u>	<u>BA</u>	<u>BA+18 or Cont. Cert.</u>	<u>BA+30 or MA</u>	<u>BA+45 or MA+15</u>	<u>MA+30 or Specialist</u>
0	28,471	29,324	30,666	31,588	32,506
1	29,896	30,797	32,213	33,182	34,151
2	31,168	32,106	33,580	34,591	35,603
3	32,948	33,939	35,496	36,565	37,635
4	34,473	35,510	37,138	38,257	39,374
5	36,506	37,605	39,330	40,512	41,696
6	38,285	39,438	41,247	42,487	43,727
7	40,575	41,795	43,713	45,025	46,338
8	41,652	43,696	45,712	47,730	49,746
9	43,394	45,595	47,760	49,931	52,100
10	44,696	46,963	49,193	51,429	53,663

Longevity:

15 Years	3% of Base	\$854
20 Years	6% of Base	\$1,708
25 Years	9% of Base	\$2,562

Chesaning Union Schools  
Proposed Teaching Salary Schedule A \*\*\*  
2000-01 School Year  
(2% increase on all steps over 1999-00)

Step	BA	BA+18 or Cont. Cert.	BA+30 or MA	BA+45 or MA+15	MA+30 or Specialist
0	29,041	29,910	31,280	32,220	33,157
1	30,494	31,413	32,857	33,845	34,834
2	31,792	32,748	34,252	35,283	36,315
3	33,607	34,618	36,206	37,296	38,388
4	35,162	36,220	37,881	39,022	40,162
5	37,236	38,357	40,117	41,323	42,529
6	39,050	40,227	42,072	43,337	44,602
7	41,386	42,630	44,587	45,925	47,264
8	42,485	44,570	46,627	48,684	50,741
9	44,262	46,507	48,716	50,930	53,142
10	45,590	47,902	50,177	52,458	54,736

Longevity:

15 Years	3% of Base	\$871
20 Years	6% of Base	\$1,742
25 Years	9% of Base	\$2,614

\*\*\* Tentative salary schedule. Final schedule to be determined based on MESSA premium increase over the 1999-2000 fiscal year.

Chesaning Union Schools  
Proposed Teaching Salary Schedule A\*\*\*  
2001-02 School Year  
(2% increase on all steps over 2000-01)

Step	BA	BA+18 or Cont. Cert.	BA+30 or MA	BA+45 or MA+15	MA+30 or Specialist
0	29,621	30,509	31,905	32,865	33,820
1	31,104	32,041	33,514	34,522	35,530
2	32,427	33,403	34,937	35,989	37,041
3	34,279	35,311	36,930	38,042	39,155
4	35,866	36,945	38,639	39,803	40,965
5	37,981	39,125	40,919	42,149	43,380
6	39,831	41,032	42,913	44,204	45,494
7	42,214	43,483	45,479	46,844	48,210
8	43,334	45,461	47,559	49,658	51,756
9	45,147	47,437	49,690	51,948	54,204
10	46,501	48,860	51,181	53,507	55,831

Longevity:

15 Years	3% of Base	\$889
20 Years	6% of Base	\$1,777
25 Years	9% of Base	\$2,666

\*\*\* Tentative salary schedule. Final schedule to be determined based on MESSA premium increase over the 2000-2001 fiscal year.