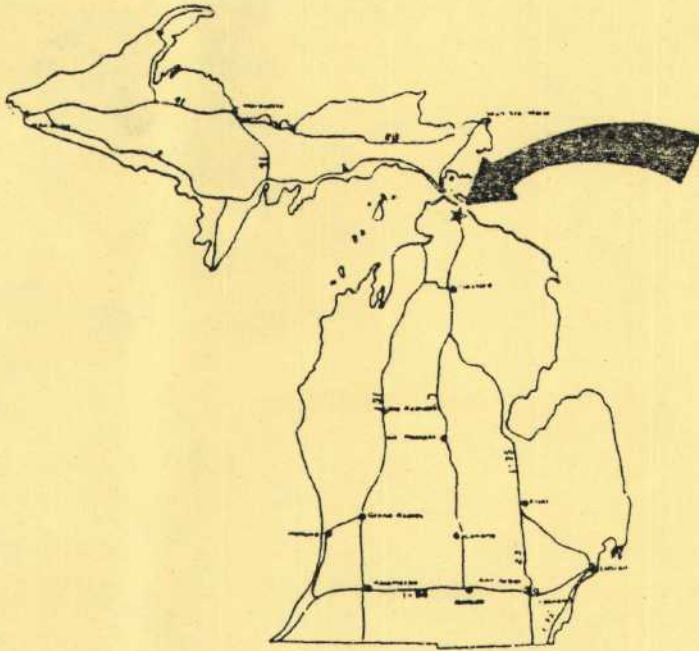


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**CHEBOYGAN
AREA SCHOOLS**
CHEBOYGAN, MICHIGAN

Cheboygan Area Schools

CONTRACT AGREEMENT

BOARD OF EDUCATION
CHEBOYGAN AREA SCHOOL DISTRICT

and the

CHEBOYGAN EDUCATION ASSOCIATION
NORTHERN MICHIGAN EDUCATION ASSOCIATION
MEA- NEA

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

1989-1990

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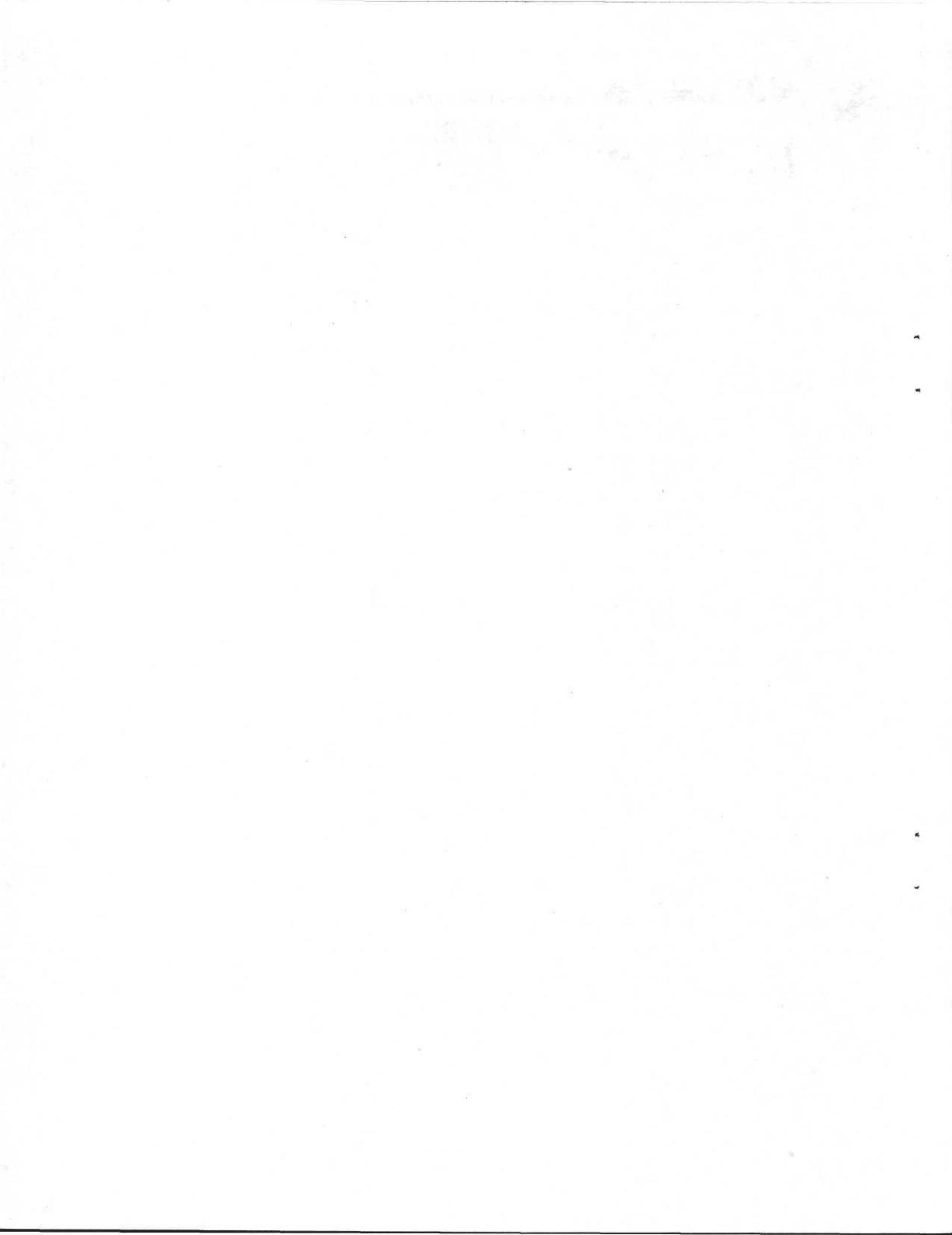


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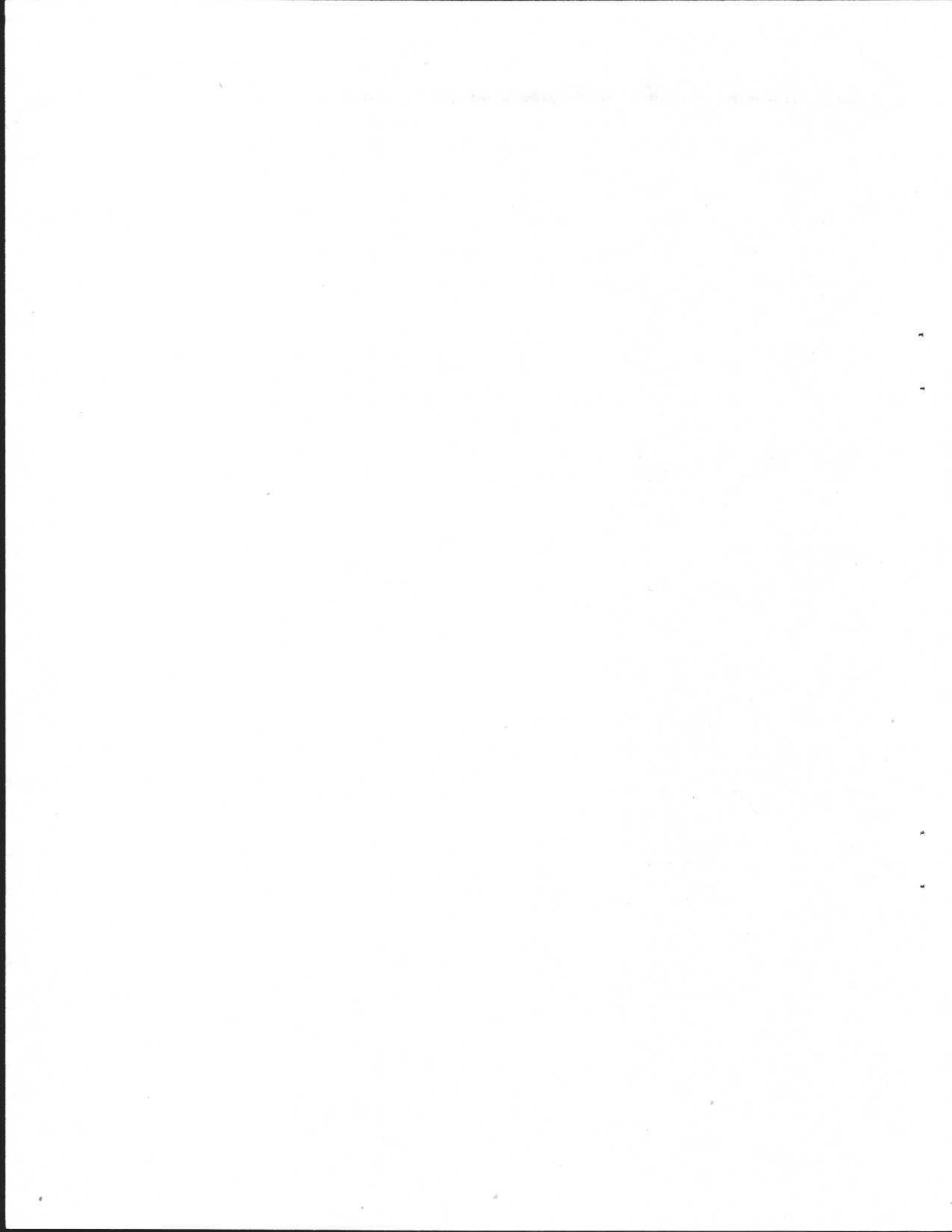
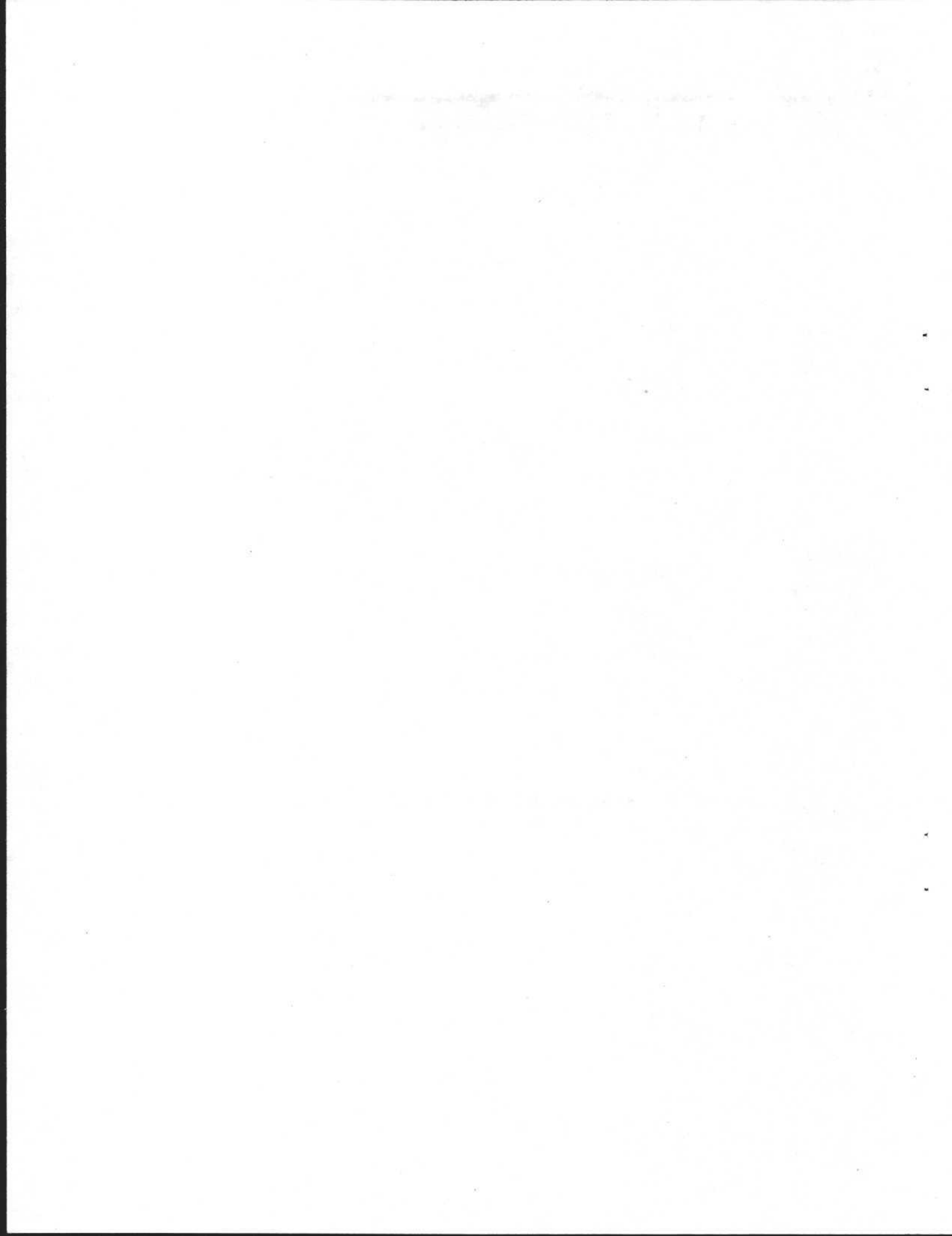


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SECTION 1

SECTION 1.1 CONTRACT AGREEMENT

This agreement is entered into this 1st day of September, 1989 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 (hereinafter referred to as employees) in the bargaining unit 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 para-professionals.

SECTION 1.3 WITNESSETH

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

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

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

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

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

SECTION 1.4 EXTENT OF THE AGREEMENT

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the NMEA. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between and executed by, the District and the NMEA. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the District and the NMEA, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject 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.

SECTION 1.5 DURATION OF AGREEMENT

- A. This agreement shall be effective September 1, 1989 and shall continue in effect until the 31st day of August, 1990. Negotiations between the parties shall begin no later than 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 1.7 AGENCY SHOP

- A. On or before the 15th day of September of each year, the Association shall notify the Board of the amount of the annual dues payable by members of the Association, and the equivalent amount payable by non-members pursuant to Section 10(1)(c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in equal installments, as nearly as may be, from the paychecks of each teacher who has executed an individual contract of employment, and promptly pay such amount over to the Association or its delegates. Upon remitting such amounts, the Board shall have no further liability or responsibility with respect thereto.
- B. The Board also agrees to provide for payroll deductions for the United Fund and the Credit Union.
- 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 569 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 1.8 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 placing of a non-tenure teacher on a third year of probation.
- C. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- D. Any matter involving the judgmental content of teacher evaluation.
- E. 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.
- F. 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 the facts upon which the grievances are 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 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 bargaining unit member(s) 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 bargaining unit member(s). 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 person(s) submitting the grievance and to the Association.

C. FORMAL LEVEL II:

If the Association is not satisfied with the disposition of Level One, 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. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

E. Neither party may raise a new defense or ground at Level three 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 judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, provided that the practice, policy or rule is not in conflict with the master agreement.
4. He 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 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 or 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 1.9 CONFERENCE MEETING

Representatives of the Board and the 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 procedure.

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 NMEA.

SECTION 1.10 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.

C. RECALL PROCEDURE

1. 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.

D. INDIVIDUAL CONTRACT

1. 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 position, shall be placed at the top of the seniority list while holding office.

G. Seniority is defined to mean the amount of time an individual is continuously employed as a certificated teacher in this bargaining unit and/or as an administrator within the school district.

1. Seniority shall be determined by the first day worked. In order to determine seniority when more than one person begins work on the same date, the following factors shall be considered, in the order shown.

First:	Date of Board Action
Second:	Date of First Contract.
Third:	Date of Interview or offer.

- H. Seniority shall continue to accumulate during periods of lay off 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. Any employee who, upon being laid off at the end of a school year, applies for and receives unemployment payments and is then recalled shall be subject to the following. At the option of the employee, the amount of benefits received in excess of an actual loss of pay for time on lay off shall either be deducted from the total annual salary of the employee upon his/her return to work, or the employee may elect to repay the amount directly to the MESC.

SECTION 2

SECTION 2.1 VACANCIES AND PROMOTIONS

- A. A vacancy shall be defined for purposes of this contract as a situation where a vacant position was previously held by an employee or when a new position covered by this Article is created.
- B. 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 five (5) 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 days from the date of the pay day or ten 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 attainments of all applicants and to the length of time each has been in the school system. Qualifications of two (2) or more applicants 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 such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.

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 the 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 and junior high schools will be twenty-five (25) teaching periods and five 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 assignment in elementary school grades or subject assignment 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.
- E. It is recognized that a full time teacher's pay covers a six period day, of which one period is a conference period. When a teacher receives an assignment of an extra period, 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.

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) calendar 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 copy 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 evaluation 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 evaluation file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- G. If in the judgment of the evaluator, the evaluation is unsatisfactory, he/she will arrange for a personal conference with the teacher for the purpose of clarifying the written evaluation report within five (5) working days after the teacher receives a copy of the evaluation. If, however, the written evaluation is rated satisfactory, the personal conference shall not be deemed mandatory, but will be at the discretion of the teacher.
- 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. Any complaint made against a teacher, or person for whom the teacher is administratively responsible, which will become part of the personnel file, will be promptly called to the attention of the teacher.
- J. Each teacher, early in the school year, shall be appraised 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 appraised of changes in said criteria.
- K. Tenure teachers shall be evaluated at least once every other year 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.

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 2.9 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 enjoyment 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 NMFA, his participation in any activities of the NMFA 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.

SECTION 3

SECTION 3.1 TEACHERS PROTECTION

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. 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.

SECTION 3.2 INSTRUCTIONAL MATERIALS

The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

SECTION 3.3 SCHOOL EQUIPMENT

- 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.

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. Where more than one room is provided, smoking will be allowed in one. Provisions for such facilities will be made in all future buildings.
- 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.
- 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 area teacher as preparation time. Such time shall approximate sixty (60) minutes per day. The allocation of this time shall be determined by the principal and the teachers in each building.

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. Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees that whenever possible it will maintain the class size to best effectuate the growth of the students therein. Every effort will be made to hold class sizes in split classes to thirty (30) students.

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

- One student over - two hours per week aide time
- 2 to 3 students over - three hours per week aide time
- 4 to 5 students over - 1 1/2 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 students. The average class size in Grades 4 through 6, at the junior high 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.

- C. The Board agrees, at all times, to keep the schools reasonably and properly equipped and maintained.
- D. 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.
- E. 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.

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.
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. The Board will not guarantee a position in the same school or grade level. The teacher will be considered for a position for which he, or she, qualifies.
6. The Board will make no guarantee of re-employment if a position for which the teacher qualifies does not exist.
7. 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 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 Purposes.

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 he/she would have been had 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 schedule 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:
 - aa. Picketing or demonstrating of any sort.
 - bb. An absence on the first or last day of any school year.
 - cc. 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.
 - dd. 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 (5) teachers apply for personal leave on any given day or days, the five (5) 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, and grandparent. 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 be renewed each 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 contacted in the building shall suffer no diminution 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.
- G. Any bargaining unit member called for jury duty during school hours or who is subpoenaed to testify 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 on a 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 ($\frac{1}{2}$) day. If forced to leave one and one-half ($1\frac{1}{2}$) 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 a 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 15 days.
- 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

1. 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 related fringe benefits.
2. One member of the teaching staff per school year shall be placed on sabbatical leave, upon request.
3. 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.
4. 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.
5. In the event there are two or more applications for sabbatical leave, then a committee 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.
6. 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.
7. The following conditions shall apply to all teachers on sabbatical leave:
 - A. 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.
 - B. He shall be entitled to any insurance benefits that may be provided in this Agreement which are applicable.
 - C. 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.

8. 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.

9. 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 5

SECTION 5.1 INSURANCE PROTECTION

A. Health Insurance

Effective October 1, 1989 or the earliest possible date allowed by the carrier, the Board shall provide without cost to the bargaining unit members a choice of either: 1) MESSA Super Care 1, 2) the equivalent BC/BS Plan or 3) the equivalent SET protection 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, there will be one family membership.

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. The Board will pay the deductible amounts for the respective plans up to a maximum of \$50 per person and \$100 per family coverage and self and spouse coverage. Receipts must be presented and charges must be applicable to the deductible per the insurance carrier.

B. Dental Insurance

The Board Shall provide without cost to the bargaining unit member, and eligible dependents, a Dental Insurance Plan consisting of 75% Class I benefits, 50% Class II benefits, 75% Class II (Orthodontics) including internal and external coordination of benefits (COB). The MESSA Delta/Dental specifications as underwritten by Delta Dental Plan of Michigan shall be used as a basis for selecting the Dental Plan. This coverage is subject to the terms in paragraphs 1 through 4 of Section 5.1A.

C. Life Insurance

The Board shall provide without cost to the bargaining unit member Group Term Life Insurance protection in the amount of Twenty Thousand (\$20,000) dollars that shall be paid to the bargaining unit member's designated beneficiary. In the event of accidental death, the insurance shall pay double the specified amount; in the event of accidental dismemberment, the insurance shall pay according to the schedule of the insurance company. In the event that an employee is 65 years of age, or older, the insurance shall pay according to the schedule of the insurance company.

D. Vision Insurance

The Board shall provide without cost to the bargaining unit member and all eligible dependents Vision Care Insurance. The Vision coverage shall meet or exceed the MESSA Vision Care Plan II specifications including internal and external coordination of benefits (COB). This coverage is subject to the terms in paragraphs 1 through 4 of Section 5.1A.

E. Long Term Disability Insurance

Effective September 1, 1984, the Board shall provide without cost to the bargaining unit member a Long Term Disability Insurance Program. The insurance shall have a benefit percentage of 66 2/3%, with a monthly maximum income benefit of \$2,000, a maximum eligible monthly salary of \$3,000, and a 90 calendar day qualifying period. The benefit should provide for maternity coverage and a pre-existing condition waiver. This benefit shall not be referred to the Committee referred to in item F. of this section.

F. 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.

G. 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., 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.

- H. 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.

- I. An employee eligible for Medicare shall enroll for Medicare benefits (Parts A & B) within 30 days of his/her first eligibility date. The employee shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
 - 1. Employees (teachers) eligible for Medicare must notify the Board of Education, in writing, of their primary program election. Employees (teachers) can either elect Medicare or the school provided plan as their primary program.
 - 2. The Board of Education will not be liable for any penalties against the employee by the insurance carrier as a result of his/her election.
 - 3. When appropriate, premiums for Medicare supplement and Medicare Part B premiums shall be paid on behalf of the employee (teacher) spouse and/or qualified dependents eligible for Medicare.

SALARY SCHEDULE

Salary Schedule Effective September 1, 1989 (Retroactive)

Exp.	B.A.	B.A.+15	M.A.	M.A.+15	M.A.+30
0	\$18,432	\$18,791	\$19,518	\$19,905	\$20,322
1	19,299	19,658	21,007	21,394	21,812
2	20,171	20,528	21,689	22,076	22,493
3	21,037	21,394	22,770	23,158	23,515
4	21,903	22,261	23,855	24,243	24,660
5	22,770	23,128	24,938	25,326	25,742
6	23,640	23,997	26,024	26,411	26,829
7	24,506	24,863	27,110	27,496	27,914
8	25,372	25,730	28,194	28,581	28,998
9	26,238	26,596	29,276	29,664	30,083
10	27,110	27,466	30,362	30,750	31,166
11	28,892	29,250	32,813	33,200	33,617
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15	29,998	30,355	33,985	34,372	34,788
20	31,105	31,462	35,156	35,532	35,959
25	32,210	32,567	36,326	36,713	37,130

Longevity Pay is based on the Zero Step of the B.A. schedule for both the B.A. and the B.A.+15 scales.

Longevity Pay is based on the Zero Step of the M.A. schedule for the M.A., M.A.+15, and M.A.+30 salary scales.

SALARY SCHEDULE

Salary Schedule Effective June 30, 1990

Exp.	B.A.	B.A.+15	M.A.	M.A.+15	M.A.+30
0	\$18,616	\$18,979	\$19,713	\$20,104	\$20,525
1	19,492	19,855	21,217	21,608	22,030
2	20,373	20,733	21,906	22,297	22,718
3	21,247	21,608	22,998	23,389	23,750
4	22,122	22,484	24,094	24,485	24,907
5	22,998	23,359	25,187	25,579	25,999
6	23,876	24,237	26,284	26,675	27,097
7	24,751	25,112	27,381	27,771	28,193
8	25,626	25,987	28,476	28,867	29,288
9	26,500	26,862	29,569	29,961	30,384
10	27,381	27,741	30,666	31,057	31,478
11	29,181	29,543	33,141	33,532	33,953
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15	30,298	30,659	34,325	34,716	35,136
20	31,416	31,777	35,508	35,887	36,319
25	32,532	32,893	36,689	37,080	37,501

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.
- 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. The salary formula for partial salary determination is as follows:

$$\frac{\text{Annual Salary}}{\text{Calendar Days}} = \text{Daily Rate}$$

D. Early Retirement Incentive Program

Any teacher who reaches the age of fifty-five (55) and has not less than seven (7) consecutive years of service as a teacher in the Cheboygan Area Schools and is otherwise qualified to retire under the Michigan School Employee's Retirement System shall have the option to be granted an early retirement supplemental pay incentive.

Those employees entitled to retire under the State Retirement System's Early Retirement Window (the "80 and out" provision), running from January 1, 1986, through December 31, 1988, or the subsequent "30 and out" provisions, and who have not reached the minimum age of 55 required to qualify under this provision, shall be treated as though they were 55 years of age, provided they meet all of the other requirements for eligibility.

1. Conditions

- (a) An employee must be at the top of the salary schedule.
- (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 retirement incentive will be computed based on the employees actual attained age at the time of retirement.
- (d) 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. Addendum A must also be signed by March 15th.

Addendum A

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: _____

Teachers Signature

Cheboygan Area Schools Representative

Association Representative

2. Benefits

(a) Allowance

For purposes of this agreement, the normal retirement age shall be considered to be 65 years of age. The Board agrees to pay the following allowance as a one-time payment upon early retirement. The allowance shall be based upon the number of years earlier than normal retirement age at which the employee elects to retire.

<u>Years Prior to Normal Retirement Age</u>	<u>Amount</u>
10	\$5,000
9	4,500
8	4,000
7	3,500
6	3,000
5	2,500
4	2,000
3	1,500
2	1,000
1	500

In the event that a court of law rules this section to be null and void, the parties shall negotiate a fringe benefit of equal value.

(b) Insurance

In addition to the above allowance, each early retiree shall select one of the following three options, upon retirement:

1. Health Insurance benefits as provided for the employees under the master agreement.
2. A payment of two thousand dollars (\$2,000) per year.
3. A one-time lump sum payment of \$10,000.

Numbers 1 & 2 above shall only be paid for a maximum of seven years from the date of retirement, or until reaching normal retirement age, as defined in this section, whichever is less.

(c) Severance

Employees electing early retirement under the provisions of this section shall receive a payment of forty-five dollars (\$45.00) 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 longevity 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. The pay for the M.A., M.A. + 15 and the M.A. + 30 Schedules shall be a percentage of the zero step of the M.A. Schedule.

	<u>1986-1989</u>
After 15 years	6 percent
After 20 years	12 percent
After 25 years	18 percent

- F. Teachers who were entitled to an allowance of six hundred dollars (\$600) per year for Special Education assignments during the 1980-1981 school year shall continue to receive such an allowance annually, while in the employ of the school district, for the life of this agreement. However, any new teachers hired into the Special Education area shall not be entitled to such a benefit.
- 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 school year. Extenuating and unforeseen circumstances may be appealed to the superintendent. The superintendent's decision shall be consistently applied.

SECTION 5.4

SCHEDULES B-1 and B-2
1989-1990

Schedule B-1:

Base Pay = Step 0-BA	Y=.65 JHS .75 HS	P=Preschool Practice							Guaranteed Minimum Pay = %			
Activity:	(WKS)	(Y)	=	(1	+	2	+	3)	4	+	P	
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

Section 5.4 Schedules B-1
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Activity:	(WKS)	(Y)	=	(1 +	2	+ 3)	4	+	P	Guaranteed Minimum Pay = %
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 Junior High Track Coach	9	.65		5.85	2	0	.65		0	5.1
Girls Head Track Coach	11	.75		8.25	2	0	1		0	10.25
Girls Junior High Track Coach	9	.65		5.85	2	0	.65		0	5.1
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
Asst. Volleyball Coach	16	.75		12.0	1	0	.75		0	9.75
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-High School										10
Cheerleaders-High School Assistant Junior Varsity & Freshman										7

Section 5.4 Schedules B-1

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Activity:	(WKS)	(Y)	=	(1	+	2	+	3)	4	+	P	Guaranteed Minimum Pay = %
Assistant Athletic Director H.S.												10
Assistant Athletic Director J.H.												10
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	1	0		1			0	7
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

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Criterion 1 = (Weeks) (.75-H.S. .65 -H.S.)

Criterion 2 = H.S.
> 17 = 2%, < 17 = 1%

= J.H.
> 22 = 2%, < 22 = 1%

Criterion 3 = Equipment, Attendance

Criterion 4 = H.S. Assistant Coach, .75
J.H. Coach, .65

Page 4
Schedule B-2:

High School Dramatics	4% per play
High School Musicales	4%
Junior High Dramatics	3%
Noon Duty	7.5%
School Annual	7.5%
Band Head	17%
Band Assistant	11%
German Club	3.0%
French Club	3.0%
Spanish Club	3.0%
FHA/HERO	3.0%
Future Problem Solving	3.0%
Art Club	3.0%
National Honor Society	3.0%
Odyssey of the Mind	3.0%
Safety Patrol Supervisor (each elementary)	1.0%

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Schedule B-2:

Saturday Basketball 3.5%

Driver Education (per hour)
September, 1989 \$11.50

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

SCHOOL CALENDAR - 1989-90

September 18, 1989	Students Report
November 23,24, 1989	Thanksgiving Holiday
December 22, 1989	Christmas Holiday Begins at end of School Day
January 2, 1990	School Resumes
February 5, 1990	Teacher Work Day No school for students
April 13 - 16, 1990	Spring Break - No School
April 17, 1990	School Resumes
May 28, 1990	Memorial Day - No School
June 12, 1990	Last day of school for students
June 13, 1990	Last day of work for teachers

180 Student Days
182 Teacher Days

In the event that makeup days are needed because of Act of God days, the following dates will be utilized, in the order shown:

- | | |
|------------------|-------------------|
| 1. June 13, 1990 | 6. June 20, 1990 |
| 2. June 14, 1990 | 7. June 21, 1990 |
| 3. June 15, 1990 | 8. June 22, 1990 |
| 4. June 18, 1990 | 9. June 25, 1990 |
| 5. June 19, 1990 | 10. June 26, 1990 |

The first two Act of God days will not be made-up.

If only four (4) snow days need to be made up, the fourth will be April 16, 1990. If there are more than four, April 16, 1990 will not be used.

bdprole

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 this 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, 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, (1986-1989), 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.

TEACHER EVALUATION FORM

Name _____ School _____

Grade _____ Date _____

<u>Rating</u>	<u>High</u>	<u>Satisfactory</u>	<u>Low</u>
Personal Qualifications	/ / / /	/ / / /	
Techniques of Instruction	/ / / /	/ / / /	
Teacher-Pupil Relationships	/ / / /	/ / / /	
Teacher-Parent-Community Relations	/ / / /	/ / / /	
Teacher-Principal Relationships	/ / / /	/ / / /	
Teacher-Staff Relationships	/ / / /	/ / / /	

UNUSUAL QUALITIES (Leadership, etc.) _____

PLAN OF ACTION (Professional Growth, Recommendations, etc.) _____

Signature of Evaluator _____

I hereby certify that this Evaluation Form reflects my evaluation subject to the following qualifications and comments: (Write none if you have no comments.)

I received a copy of this Evaluation Form _____

Signature of Teacher _____

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 for 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

ACCEPTANCE AND RATIFICATION

This agreement shall become effective on the first day of September, 1989, and shall remain in full force through the thirty first day of August, 1990.

NORTHERN MICHIGAN EDUCATION ASSOCIATION, MEA/NEA

BOARD OF EDUCATION CHEBOYGAN AREA SCHOOLS

BY Donal Bennett
Chairperson, NMEA

BY James A. Daggard
President

BY Don Ninnan
NMEA Staff Coordinator

BY DA Boulevard
Vice- President

BY M. Kay Ninnan
Chief Spokesperson

BY Lester "Don" Otto
Secretary

BY Chris Reynolds
Chairperson, Negotiating committee

BY Charles Reynolds
Treasurer

BY Carleen C. Stone
Negotiating Committee Member

BY David C. Riddle
Trustee

BY Randy J. Sossek
Negotiating Committee Member

BY Charles A. Dyer
Trustee

BY Lynn M. Coppernoll
Negotiating Committee Member

BY Thomas J. Speck
Trustee

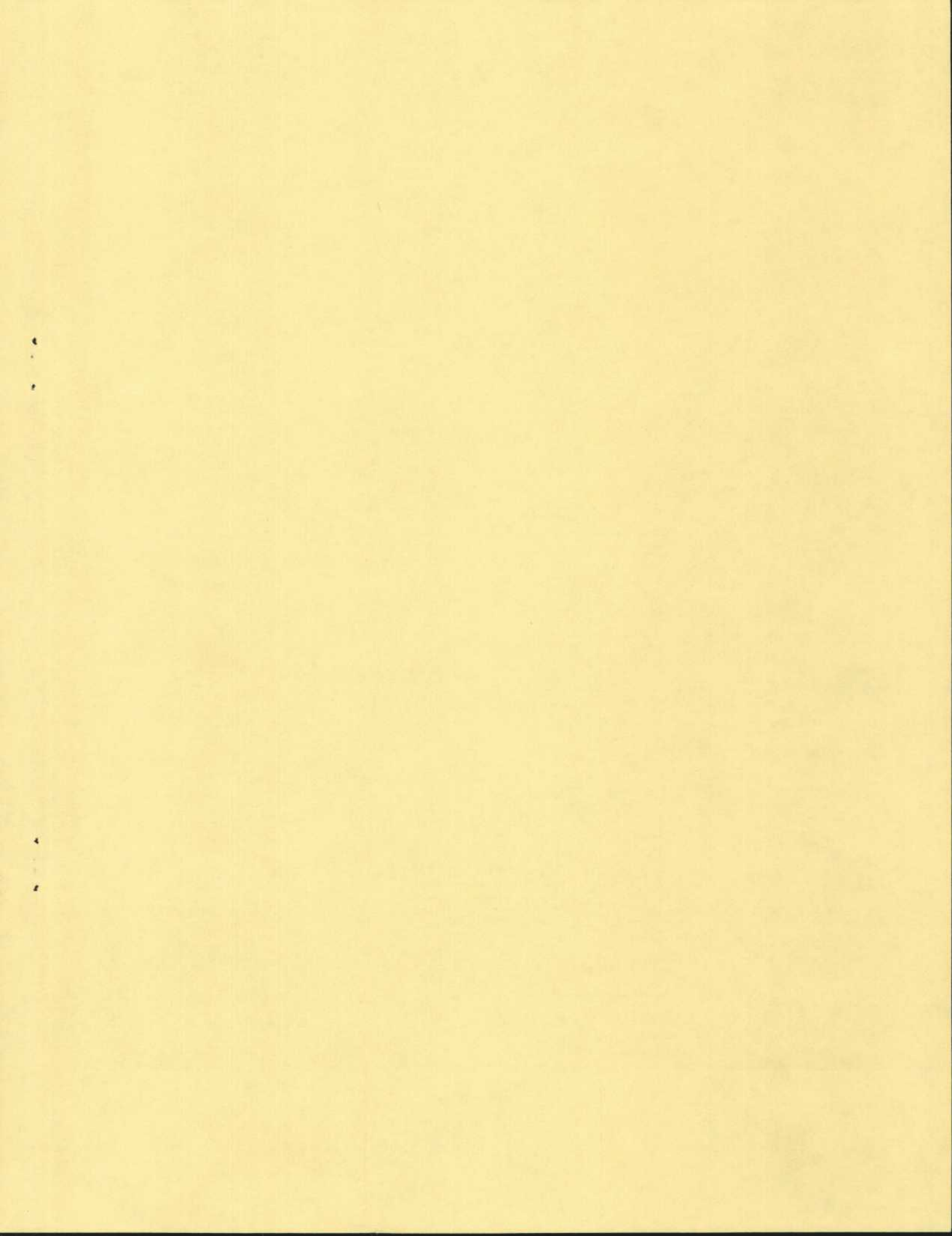
BY _____
Negotiating Committee Member

BY William C. Schewe
Superintendent

BY _____
Negotiating Committee Member

BY Richard R. Beal
Asst. Superintendent

DATED THIS 22nd DAY OF September, 1989



NOV 14 1989