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7/31/96

AGREEMENT

between

**CHESANING UNION SCHOOL DISTRICT
BOARD OF EDUCATION**

and

CHESANING EDUCATION ASSOCIATION MEA/NEA

1993-94
1994-95
1995-96

**Chesaning Union School District
Chesaning, Michigan**

Chesaning Union School

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AGREEMENT

This Agreement is entered into this 27th day of April, 1993, 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 379, 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 positions for one hour 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, high school student placement director and substitute teachers (only insofar as this Agreement sets forth their daily rate of pay) but excluding supervisory and executive personnel and office and clerical employees, community school director or athletic director working 1/2 or more in that position, and interns. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees 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 are 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 Constitutions 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 teachers 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 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 or Administration in furnishing the information requested.

G. Board Meetings, Agendas, Minutes

The Board agrees to notify the Association of all regular and special meetings of the Board by sending copies of the agenda 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 representatives 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. Credit for Outside Experience

Outside teaching experience granted to teachers hired after June 1, 1976, 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 reached 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 1/2 time shall advance a full step on the salary schedule. Teachers who teach a 1/2 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 (21st) 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:

The teacher will earn one hour of credit for each preparation time given up. When the teacher has accumulated five (5) credit hours, that teacher will be granted one (1) personal leave day. These hours would be accumulative from year to year. The earned day will be used as set forth in Article IX.

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 of teachers for that building. 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.

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 the 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 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.

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 subsequent 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.

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.

ARTICLE V - TEACHING ASSIGNMENT

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 - 25 pupils
2. Elementary School Grades - 30 pupils
3. Grade 1-4 Combination Classes - 25 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.

6. 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

7. 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

8. For each child over 25 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.

9. 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, audio-visual 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. Smoking shall be permitted in this room. The above facilities will be constructed as present facilities permit and be incorporated in all future construction.

If and when the District establishes a policy for a smoke-free environment in which smoking is prohibited in/on all District property for all students, employees, agents and visitors, then the CEA will agree to delete "Smoking shall be permitted in this room."

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 of 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 Whittle Corporation "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 Whittle Corporation 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 "homeroom" period in which every teacher will be assigned 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.
4. The use of Whittle Channel One will not be used at anytime in the evaluation of bargaining unit members performance in the classroom.

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 all 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 date they leave the Bargaining Unit.

Current administrators will be frozen at the level of accumulation achieved effective 7-1-88 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 notifications 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 during 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) for the position as long as this does not cause the layoff of or prevent the 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 an additional personal day the following school year.

One 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 an 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 whole day increments.

B. Sick Leave Bank

The Board will create at the beginning of each school year a sick leave bank of one (1) day per teacher, for example, 115 teachers, one hundred fifteen (115) days. Days in the bank are not cumulative. Only teachers who have exhausted their cumulative sick leave due to illness may borrow from this bank. A teacher eligible for this benefit and the number of days to be drawn will be governed by a committee of four (4) persons, two administrators and two teachers.

The following guidelines will be used in determining the allocation of days from the sick leave bank:

1. The Sick Bank's purpose is to aid a teacher in overcoming any financial hardship caused by a long term disability or illness.
2. The Sick Bank Committee will not consider any request until after all accumulated sick days have been exhausted.
3. Normally the Sick Bank Committee will not consider requests for under one (1) day. Normally a maximum of fifteen (15) days or less will be granted to an individual teacher.
4. Criteria for Consideration
 - a. Prior use of sick leave
 - b. Prior usage of sick bank
 - c. Statement from doctor may be requested
 - d. School paid income protection
 - e. Worker's Compensation
5. Normally the Sick Bank will require four (4) days or less to be paid back per year (as stipulated in the grant) until the total of borrowed days are repaid unless disability, retirement, or death should occur to the individual prior to full repayment.

Anyone voluntarily leaving the system prior to having paid back sick days borrowed from the bank shall have those days deducted from their last pay check. This will exclude any person being laid off (voluntary or involuntary).

Anyone owing Sick Bank days who is laid off will resume repayment of such days when recalled by the Board of Education to a teaching position at Chesaning.

Note: An alternate to the Sick Bank Committee shall be appointed by the Association and be included in any decision involving the borrowing of Sick Bank days by a member of the Sick Bank Committee or that member's spouse. All requests will be based upon 26 pays.

C. Worker's Compensation

Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under Worker's 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 sick 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 for 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, a teacher with at least fifteen (15) years of service will be paid for unused sick leave at the rate of ten dollars (\$10.00) per day for each day of accumulated, unused sick leave.

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 a 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 the 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.

4. 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.

- c. The teacher will be reinstated to the same or higher position in the school organization.
- d. Leaves will be granted for one (1) year in the light of the Board's ability to fill the position for the best education possible.

5. Child Care Leave

A leave of absence without pay of up to one years 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.

Upon return from child care leave the teacher will be returned to the same or a 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)

1. 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. Medical verification may be required by the Board.

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.
 - 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.
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 Appearances
Court appearances 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 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 will notify the Superintendent in writing by May 1st of his/her intent to return: For leaves of less than a year in duration the teacher will notify the

Superintendent in writing of his/her intent to return at least thirty 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.

E. Termination by 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 the 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 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. 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. 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 assist the teacher or to relieve the teacher of responsibilities with respect to such pupil when necessary. 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 shall 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.

NOTE: IF "C" IS HONORED "D" IS IN EFFECT.

D. Lost Time

Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

E. Parent's Complaints

Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if it would be constructive to the welfare of the teacher and school.

F. Teacher Liability

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

G. 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.

H. Teachers' 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 by 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 Agreement

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 NEGOTIATION 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 provisions of this Agreement. Except that the term "grievance" shall not apply if the teacher elects to go to the Tenure Act, "MERC", Civil Rights Commission, E.E.O.C. or any other agency or governmental unit whose primary function is to enforce and/or regulate specific 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 party 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 discussed 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.
6. The Association and the Board shall have access to all information used by each in the processing of any grievance and also any matters of public record the Association feels necessary to process such grievance.

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 any 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 check 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 objections to political-ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred. 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 (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 cannot 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

Pursuant to the authority set forth in Section 617 of the School Code of

1955 as amended, the Board agrees to provide the following:

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 (BC/BS Underwriter)
Delta Dental 80/80/80:\$1,300 ortho max
Negotiated Life - \$30,000 AD&D
Vision - VSP-2
Long Term Disability Plan II - 66 2/3%
\$2,500 Maximum (monthly)
90 Calendar Days modified fill
Pre-existing condition 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 obligation.

4. Part-Time Teachers

Part-time teachers shall be eligible for the pro-rated premium of all insurance benefits for which they qualify, or they may elect a \$50/month amount to a TDA in lieu of prorated benefits.

B. Termination of Benefits

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

ARTICLE XVIII - LAYOFF AND RECALL

- A. In the event of a layoff, the following procedure shall be followed:
1. The District shall establish its curriculum needs.
 2. 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. 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 on the seniority list shall be determined by a lottery system.
 3. 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.
 4. 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.
 5. The layoff notice shall be sent to the teacher thirty (30) calendar days before the effective date of the layoff.
 6. 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.

7. The recall from layoff shall be handled in the same fashion as the layoff.
8. Eligibility for recall will terminate if a teacher:
 - a. resigns;
 - b. fails to respond to the recall notice within fourteen (14) days providing the Board sends said notice by certified mail;
 - c. the teacher is not available on the designated day of beginning employment unless the Board accepts the reason.

B. 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.

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 to any teacher rights 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.

F. Board Rights

The Board of Education reserves all rights not bargained into this contract including but not limited to the right to determine if and when a teacher is capable of performing his/her assignment.

ARTICLE XX - CONTINUING EDUCATION UNITS (CEU'S)

ADVANCEMENT CRITERIA

- A. The programs or activities that will count toward equivalency credit are defined as workshops, 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 the 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 - EARLY RETIREMENT INCENTIVE

For teachers with 25 years or more of service or who are within three (3) years of retirement age upon submission of intent to retire, the Board will purchase from the Michigan Public School Employees Retirement System up to three (3) years of credit for such teacher.

1993-94: Retirement by 6/30/94 - 3 years credit

1994-95: Retirement by 6/30/95 - 3 years credit

1995-96: Retirement by 6/30/96 - 3 years credit

ARTICLE XXIV - DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 1993, at 12:01 a.m. and shall continue in full force and effect until July 31, 1996. By mutual agreement the parties may negotiate articles of this Agreement.

BOARD OF EDUCATION

EDUCATION ASSOCIATION

BY _____
Its Secretary

BY _____
Its President

BY _____
Its President

BY _____
Its Secretary

SALARY SCHEDULE A
1993-94

STEP	BA	BA+18 or Cont. Cert.	BA+30 or MA	BA+45 or MA+15	MA+30 or Specialist
0	24,718	25,459	26,624	27,423	28,220
1	25,955	26,737	27,965	28,807	29,648
2	27,059	27,873	29,153	30,031	30,909
3	28,604	29,465	30,816	31,745	32,673
4	29,928	30,829	32,243	33,213	34,183
5	31,693	32,648	34,145	35,172	36,198
6	33,238	34,239	35,809	36,886	37,962
7	35,225	36,284	37,950	39,089	40,229
8	36,160	37,935	39,686	41,437	43,189
9	36,766	38,631	40,466	42,304	44,142

LONGEVITY:

- 15 YEARS: 3% OF BASE - \$ 741.50
- 20 YEARS: 6% OF BASE - \$1,483.00
- 25 YEARS: 9% OF BASE - \$2,225.00

The 1993-94 salary schedule is the same as 1992-93, but teachers will be placed on the schedule based on their service time and education.

The 1994-95 salary schedule will increase to the lesser of the rate of inflation in the prior year or 5%. (CPI - All Cities (U.S.) will determine inflation rate)

The 1995-96 salary schedule will increase to the lesser of the rate of inflation in the prior year or 5%. (CPI - All cities (U.S.) will determine inflation rate)

Teachers with fifteen (15) years or more of continuous service in the Chesaning School System shall receive 3% of the BA Base as longevity pay.

Teachers with twenty (20) years or more of continuous service in the Chesaning School System shall receive 6% of the BA Base as longevity pay.

Teachers with twenty-five (25) years or more of continuous service in the Chesaning School System shall receive 9% of the BA Base as longevity pay.

*Placement on the salary schedule does not indicate the number of years of service.

SALARY SCHEDULE B

(Relates to Coaching Positions)

Criteria

1. Number of hours - 1% of every 40 hours worked.
 - A. Each head coach will turn in a time log to the athletic director on Monday of each week.
 - B. The hours worked will be based on the time log with a maximum as indicated below:

Football - 400 hours
Golf - 200 hours
Cross Country - 200 hours
Basketball - 300 hours
Softball - 200 hours
Wrestling - 360 hours
Track - 200 hours
Volleyball - 200 hours
Baseball - 200 hours
Cheerleading - 360 hours
Tennis - 200 hours

2. Number of Students

1 - 30 equals .5%
31 - 60 equals 1%
Over 60 equals 1.5%

The number of students for a head coach will be determined by the number of high school students in a sport at the end of the sport.

3. Average number of spectators per contest

100-500/contest equals .5%
501-1000/contest equals 1%
over 1000/contest equals 1.5%

4. Number of contests

.1% varsity contest or dates of competitions

5. Total income and budget (excluding salaries)

\$500 - \$2999 equals .5%
\$3000 - \$5999 equals 1%
\$6000 plus over equals 1.5%

6. Location of activity

0% - 33% of time outside equals 0%
33% - 66% of time outside equals .1%
66% plus over of time outside equals .2%

I. Figuring Head Coaches' Salaries

1. Total the number of percent each coach would accumulate under the criteria.
2. Multiply the total percentage times the B.A. base salary.
3. Multiply the following experience factor times the figure you get in step 2, and this gives you the salary.

Coaching Experience in Sport

2% per year of coaching experience to a total of 22%

II. Figuring Assistant Coaches' Salaries

1. An assistant coach will receive 70% of the figure you get in step 2 above.
2. Multiply the experience factor times the figure you get in 1 and this gives you the salary.
3. If an assistant coach works a fewer number of weeks than the head coach, then the percentage of pay will be pro-rated on the number of weeks worked.

SALARY SCHEDULE C
1993-94

F.F.A. Advisor.....	\$1,641
Student Council Advisor.....	1,096
Senior Class Advisor.....	366
Junior Class Advisor.....	366
Sophomore Class Advisor.....	181
Freshman Class Advisor.....	181
Debate Club Advisor.....	181
Forensic Advisor.....	181
Spanish Club Advisor.....	181
Conservation Club Advisor.....	181
French Club Advisor.....	181
Art Club Advisor.....	181
National Honor Society.....	181
Yearbook Advisor (In Class).....	181
Yearbook Advisor (Outside of Class).....	1,279
Drivers Education (6/91 - 9/1/91).....	15.77/hr
Intramural Coaches.....	10.86/hr
Play Director.....	3.5% of base/play (not to exceed 2 plays)
Assistant Play Director..	70% of Director's salary (not to exceed 2 plays)

Department Heads:

10-14 Teacher Sections.....	165
15-25 Teacher Sections.....	333
26 and over Teacher Sections.....	499
Band Director.....	12% of Base
Assistant Band Director.....	6% of Base
S.A.D.D. Advisor.....	173
T.A.T.....	173
Choir Director.....	5% of Base

1994-95 Increase all dollar amounts by the same percentage as salary is
1995-96 increased.

CHESANING UNION SCHOOLS

1993-94 Calendar

August	26	Teacher Day
	27	Teacher Day
	30	First Student Day
September	6	No School - Labor Day
October	29	End 1st Marking Period
November	4	Students A.M.- Teachers (1-3) P.T.C. (6-9)
	5	No School - P.T.C. (9-12)
	25-26	No School - Thanksgiving
December	17	Start Winter Break (3:00)
January	3	School Resumes
	21	End of Semester-No School A.M.- Teachers Record Day
February	21	No School
March	25	End of 3rd Marking Period
	30	Students A.M.-Teachers (1-3) P.T.C. (6-9)
	31	P.T.C. (9-12)
April	1	No School - Good Friday
	4-8	Spring Break
May	30	No School - Memorial Day
June	9	Last Student Day
	10	Last Teacher Day - A.M.

Snowday Make-up (after the first 2 days)

All days will be made up at the end of the school year.

If for any reason days are required to be made up to participate fully in State Aid, the Board of Education and C.E.A. will negotiate the required days. These days will be made up with no additional pay, provided the teachers have been notified in advance not to report.

CHESANING UNION SCHOOLS

1994-95 Calendar

August	29	Teacher Day
	30	First Student Day
September	5	No School - Labor Day
October	28	End 1st Marking Period
November	10	Students A.M.- Teachers (1-3) P.T.C. (6-9)
	11	No School - P.T.C. (9-12)
	24-25	No School - Thanksgiving
December	21	Start Winter Break (3:00)
January	4	School Resumes
	20	End of Semester-No School-Teachers Record Day
February	20	No School
March	24	End of 3rd Marking Period
	30	Students A.M.-Teachers (1-3) P.T.C. (6-9)
	31	P.T.C. (9-12)
April	14	No School - Good Friday
	17-21	Spring Break
May	29	No School - Memorial Day
June	8	Last Student Day
	9	Last Teacher Day

Snowday Make-up (after the first 2 days)

All days will be made up at the end of the school year.

If for any reason days are required to be made up to participate fully in State Aid, the Board of Education and C.E.A. will negotiate the required days. These days will be made up with no additional pay, provided the teachers have been notified in advance not to report.

CHESANING UNION SCHOOLS

1995-96 Calendar

August	24	Teacher Day
	25	Teacher Day
	28	First Student Day
September	4	No School - Labor Day
October	27	End 1st Marking Period
November	9	Students A.M.- Teachers (1-3) P.T.C. (6-9)
	10	No School - P.T.C. (9-12)
	23-24	No School - Thanksgiving
December	20	Start Winter Break (3:00)
January	3	School Resumes
	19	End of Semester-No School-Teachers Record Day A.M.
February	19	No School
March	22	End of 3rd Marking Period
	28	Students A.M.-Teachers (1-3) P.T.C. (6-9)
	29	P.T.C. (9-12)
April	5	No School - Good Friday
	8-12	Spring Break
May	27	No School - Memorial Day
June	6	Last Student Day
	7	Last Teacher Day A.M.

Snowday Make-up (after the first 2 days)

All days will be made up at the end of the school year.

If for any reason days are required to be made up to participate fully in State Aid, the Board of Education and C.E.A. will negotiate the required days. These days will be made up with no additional pay, provided the teachers have been notified in advance not to report.

LETTER OF AGREEMENT

The parties agree that for the life of this contract, 1991-93; in study halls of fewer than ten (10) students the District is allowed to use a paraprofessional. In any study hall of ten (10) or more, a bargaining unit member will be assigned.