

Contract Agreement

BOARD OF EDUCATION
CHEBOYGAN AREA SCHOOL DISTRICT

and the

CHEBOYGAN AREA EDUCATION ASSOCIATION
NORTHERN MICHIGAN EDUCATION ASSOCIATION
CAEA - MEA - NEA

2012-2013

CHEBOYGAN AREA SCHOOL DISTRICT / PO BOX 100 / CHEBOYGAN, MICHIGAN 49721

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SECTION 1.1 CONTRACT AGREEMENT

This Agreement is entered into this 29th day of August, 2012 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 all professional personnel, including personnel on tenure and probation, classroom teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, intervention specialists, 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, substitute teachers, and paraprofessionals.

SECTION 1.3 WITNESSED

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

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

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

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

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

SECTION 1.4 EXTENT OF THE AGREEMENT

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the NMEA. This Agreement is subject to amendment, alteration or additions, only by a subsequent written Agreement between and executed by, the District and the NMEA. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual employee contracts heretofore in effect. All future individual employee contracts shall be incorporated into and be considered part of the established policies of the Board.
- C. The parties agree that every employee will be required each school year to sign an individual

contract of employment as provided in section 1231 of the School Code and that every such contract shall contain the following:

“This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the board and the exclusive bargaining representative of employees 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.”

- D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the District and the NMEA, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- E. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of the Agreement and govern the relation of the parties hereunder.

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

SECTION 1.5 DURATION OF AGREEMENT

- A. This Agreement shall be effective September 1st, 2012 and shall continue in effect until the 31st day of August, 2013. Negotiations between the parties shall begin no later than sixty (60) days prior to the contract expiration date. If pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire on such expiration date.
- B. Copies of this Agreement shall be printed by the board within 30 days after the Agreement is signed and shall be made available to any interested party at a reasonable charge. The Board agrees, however, that employees or other employees of this District will not be required to pay the reasonable charge of printing the Agreement.

SECTION 1.6 AGENCY SHOP

- A. On or before the 15th day of September of each year, the Association Treasurer shall be provided with a list of bargaining unit personnel by the business office. Notification of those hired after September 15 shall be given to the Association Treasurer within ten (10) workdays following hire. The Association Treasurer shall certify to the business office by October 12 of each year the amount of the annual membership dues and/or representation service fees required of Association members and/or non-member fee payers. For those hired after September 15, the Association Treasurer shall certify the amount of dues and/or

representation fee to the business office within ten (10) work days from notification of hire. The Board shall deduct such amounts from the salary payments to the bargaining unit personnel in equal installments over nineteen (19) pays, as nearly as may be made, from the paychecks of each employee who has executed an individual contract of employment and shall transmit the amounts deducted to the Association Treasurer within three (3) work days of the deduction.

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

- B. The Board also agrees to provide for payroll deductions for the United Fund, the Credit Union, annuities, banks, and any other programs mutually agreed upon by the parties when ten (10) or more employees sign forms for payroll deduction from the same company (vendor). Payroll deductions as of September 1, 2009 will be honored regardless of the number of current participants. The 403b and 457 Plan offered by the district shall include MEAFS as a vendor.
- C. The Association 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.

SECTION 1.7 GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract.
- B. The following matters shall not be the basis of any grievance:
 - 1. The termination of services of or failure to re-employ any probationary employee.
 - 2. The termination of services, failure to re-employ, or appoint any employee to an extra-curricular position on Schedule B-1 and B-2. These matters may only be processed to the board level.
 - 3. Any matter involving the judgmental content of employee evaluation.
 - 4. 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).
- C. A written grievance shall contain the following:
 - 1. It shall be specific.

2. It shall name and be signed by the employee(s) involved.
3. It shall contain a statement of facts upon which the grievance is based.
4. It shall contain a reference to the articles and sections of this Agreement which have been allegedly misinterpreted or violated.
5. It shall state the relief requested.

D. The term “days” unless otherwise specified shall mean school or business days when central administrative office is open.

E. HEARING LEVELS

1. INFORMAL LEVEL:

When a cause for complaint occurs, the affected employee(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association may be notified and have a representative present with the employee at such meeting. The informal meeting shall be held within twenty (20) days of the occurrence or knowledge of the occurrence.

2. FORMAL LEVEL I:

If a complaint is not resolved at the informal level, the complaint may be formalized as a grievance, in writing, within five (5) days. A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and to the Association Representative.

3. FORMAL LEVEL II:

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

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

4. FORMAL LEVEL III:

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

5. FORMAL LEVEL IV:

If the Association is not satisfied with the disposition of the grievance at Level III, or if no disposition has been made by the Board within the period above provided, the Association may submit a Demand for Arbitration with the American Arbitration Association within twenty (20) days. The arbitrator shall be selected through the American Arbitration Association in accordance with its rules.

Individual employees may not arbitrate a grievance.

- G. Neither party may raise a new defense or ground at Level IV not previously raised or disclosed at other written levels.
- H. The decision of the arbitrator shall be final, conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review.
- I. Powers of the Arbitrator are subject to the following limitations:
 - 1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the agreement.
 - 2. He/she shall have no power to establish salary scales or to change any salary except as it applies to interpretation of this Agreement.
 - 3. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board, provided that the practice, policy, or rule is not in conflict with the Master Agreement.
 - 4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the Board's responsibilities, except as they may be specifically conditioned by this Agreement.
 - 5. He/she shall have no power to interpret state or federal law.
 - 6. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 - 7. After an arbitrator has been selected, the case may not be withdrawn by either party except by mutual consent.
 - 8. If either party disputes the arbitrability of any grievance, the arbitrator shall have no jurisdiction to rule on the merits of the case until a written decision has been rendered upon arbitrability. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - 9. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- J. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost including any expense of witnesses, salary and substitute costs.
- K. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee leave the employ of the school district or fail to appeal a decision within the limits specified (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on the grievance shall be barred.
- L. All preparation, filing, presentation or consideration of grievances shall be held at times other

than when an employee or a participating Association representative are to be at their assigned duty stations.

- M. Where no wage loss has been caused by the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- N. 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 shall the settlement be earlier than thirty (30) days prior to the date the grievance was filed.)
- O. All proceedings shall be private except as provided by law.
- P. There shall be no reprisals by administrative personnel taken against any party in interest or any other grievance participant. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files.
- Q. When an aggrieved action is taken above the immediate supervisor, the affected employee or the Association may bypass Level I and go directly to the Superintendent and the Superintendent will respond within ten (10) days.

SECTION 1.8 CONFERENCE MEETING

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

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

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

SECTION 1.9 LAYOFF AND RECALL PROCEDURE

- A. It is within the sole discretion of the Board to reduce its educational program, curriculum and staff.

B. LAYOFF PROCEDURE

Affected employees and the Association shall receive notice thirty (30) days prior to the effective date of layoff, of any reduction in personnel, except in the case of financial distress of the school district. Placing a certified letter in the mail shall constitute timely notice. However, a teacher who has been bumped pursuant to Section B.4, may be provided notice of layoff at the time that the teacher is bumped.

- C. The Board agrees to update and publish a seniority list by October 14 each year. The updated list will be distributed to each employee no later than the second Friday in October of the current school year. If no inaccuracies are reported by October 31, the seniority list will be considered final and conclusive.
- D. Seniority is defined to mean the amount of time an individual is continuously employed in this bargaining unit. Seniority shall be determined by the first day worked. When more than one person begins work on the same date, lots will be drawn prior to September 30 of each school year to determine seniority ranking.
- E. Seniority shall continue to accumulate during layoff, paid, extended disability, workers compensation leave, or as required by law. Seniority shall be frozen for other unpaid leaves if the employee is on leave a semester or more.
- F. Seniority shall accumulate on a pro-rated basis, based upon the number of hours worked compared to the number of hours worked by a full time employee. Substitutes do not accumulate seniority.
- G. An employee who is notified of a layoff at the conclusion of a school year and is recalled for work the next school year or an employee who is not laid off, and who is paid unemployment compensation benefits during the summer recess shall be paid the amount of his/her salary minus the unemployment compensation paid by the district.

SECTION 2.1 VACANCIES AND PROMOTIONS

- A. A vacancy shall be defined as a vacant position that was previously held by an employee created by resignation or retirement which the board intends to fill, or when a new position is created.
- B. Vacancies will always be posted district-wide after reassignments. Open positions will be posted for at least ten (10) days on the district website in addition to normal posting procedures. During the summer, if an employee wishes to receive new postings that occur, he/she will fill out the form including a summer address. Mailing a letter to the address shall constitute timely notice.
- C. Any qualified employee may apply for such vacancy.
- D. The job may be filled at the sole discretion of the Board.

SECTION 2.2 TRANSFERS & ASSIGNMENTS

- A. In the event that transfers of employees appear to be necessary, lists of available positions in other school buildings shall be posted in the same manner as provided in Section 2.1. The Board shall consider written transfer requests from employees.

Any employee who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain the seniority he/she earned in the bargaining unit along with up to two (2) years of additional seniority for administrative service.

- B. Employees 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. All employees will receive their tentative schedules for the upcoming school year by June 1.

SECTION 2.3 EMPLOYEE AND ASSOCIATION RIGHTS

- A. Association representatives shall have the right to use school buildings at reasonable hours for meetings. If custodial service is required, the Board may make a reasonable charge. No charge shall be made for use of school rooms.
- B. Association representatives shall be permitted to transact business on school property with employees at reasonable times, provided that this shall not interrupt normal school operations and is consistent with the building visitors policy.
- C. Employees engaged in Association business shall have the right at reasonable times to use building office equipment when such equipment is not in use. The Association assumes all liability for the use of such equipment and agrees to pay the cost of any materials used by the employee.
- D. The employees shall have available to them, at Board expense, a bulletin board within their lounge for the dissemination of the Association 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 Association in response to written requests available information concerning the financial resources of the district, together with information which may be necessary for the Association to process any grievance.
- F. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

SECTION 2.4 EVALUATION OF TEACHERS

- A. The evaluation of the performance of each employee is the responsibility of the administration.
- B. In the event the employee feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections, in writing, within thirty (30) calendar days of receipt unless mutually extended, and have them attached to the evaluation report to be placed in his/her personnel file.

SECTION 2.5 DISCIPLINE OF EMPLOYEES

- A. If an employee is to be subject to discipline, the employee shall be entitled to have an Association representative present within one school day.
- B. Complaints made against an employee, which will become a part of the personnel file or an evaluation, will be promptly called to the attention of the employee.

SECTION 2.6 BOARD RIGHTS

The District retains all rights, powers and authority vested in it by the law and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education Minutes, or as set forth in any manner whatsoever, or powers which 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, subtractions or revisions, 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 all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by the Public Employment Relations Act.

SECTION 2.7 EMPLOYEE RIGHTS

- A. Pursuant to PERA, the Board hereby agrees that every employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee of any PERA rights, or other laws of Michigan or the Constitution of Michigan and the United States. The Board will not discriminate against any employee with respect to wages, hours, 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.
- B. Pursuant to the Elliott-Larson Civil Rights Act, the Association and the Board agree to comply with their respective obligations not to discriminate against any employee because of religion, race, color, gender, national origin, age, height, weight, marital status or disability. Discrimination claims may be filed as a grievance up to and including the superintendent's level, but is not subject to binding arbitration. Such shall be pursued before the Michigan Civil Rights Commission.
- C. Both the Employer and Association recognize the importance of seeking to inspire students to develop respect for truth, recognition of individual freedom, social responsibility and the democratic tradition, and an appreciation of individual personality. Teachers shall be free to discuss findings and conclusions in their respective fields or areas of knowledge without interference from artificial restraints and censorship. New ideas based upon scholarly evidence, contemporary thought, and conflicting opinions among specialist may be freely discussed in the classrooms, and investigated by students. It is recognized that academic freedom carries with it certain responsibilities. Teachers shall not be one-sided or propagandistic in relation to knowledge, and conflicting theories and interpretations should be handled objectively. Board policies and Cheboygan and state curriculum guidelines will be followed.

SECTION 3.1 EMPLOYEE PROTECTION

- A. The Board recognizes its responsibility to give reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the employee of responsibilities with respect to such pupil.
- B. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities; provided that it has determined that the employee has acted within the scope of the Board policy.
- C. If any employee is complained against or sued by reason of disciplinary action taken by the employee against a student, the Board may provide legal counsel to advise the employee of his/her rights and obligations and render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities, provided that it has determined that the employee has acted within the scope of the Board policy.
- D. Time and wages lost by an employee in connection with any legal action mentioned in this section shall not be charged against the employee, provided the employee has acted in a professional and legal manner. The Board may provide legal counsel to advise the employee of his/her rights and obligations and render reasonable assistance to the employee provided that it has determined that the employee has acted within the scope of the Board policy.
- E. The Board will reimburse employees for any loss, damage or destruction of clothing or personal property of the employee (value of which is in excess of five dollars (\$5.00) and less than two hundred fifty dollars (\$250.00), excluding cell phones used while engaged in assigned school business, provided the loss, damage or destruction occurred through no fault of the employee.
- F. Should the district receive a Freedom of Information Act (FOIA) request for any bargaining unit members file or a portion thereof, the district will immediately notify the teacher of said request. The district agrees to take the full legally allotted time before responding to the request.
- G. Each teacher shall have the right upon request to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- H. The Board and the Association acknowledge that least restrictive environment for special education students is legally mandated and intended in the best educational interest of the student. When that environment includes a general education classroom placement, such students shall be referred to as "mainstreamed students."
 - 1. If any teacher, in writing, advises the Administration and reasonably believes that a mainstreamed student assigned to the teacher has a current IEPT report that is not meeting the student's unique needs as required by law, the Administration may call a IEPT meeting which shall include the teacher.
 - 2. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, the administration will strive to equalize

mainstreamed students across general education grade levels within each elementary location and across course sections within the middle and senior high schools. This section will not apply if the teacher volunteers to take additional mainstreamed students. In such situations, the administration will reduce class size by an equivalent number of students, such changes shall be made at the next available natural break in the schedule (such as marking period, semester/trimester break or vacation, etc.) taking into account the needs of all students involved.

3. In General Education Classrooms:
 - a. Any teacher who will be providing instructional or other services to a mainstreamed student in a regular education class shall be invited to participate in the student's IEPT. If the teacher is not identified prior to the IEPT, a meeting will be convened with the teacher to review the IEPT. Such a meeting will be arranged through consultation with the teacher as soon as possible.
 - b. The administration shall provide, upon the teacher's request, a prior to such placement whenever possible, in-service training on instruction and behavioral management of such mainstreamed students. Similar awareness programs may be provided for classmates upon the teacher's request. If such prior training is not possible, the training will be provided as early as can be arranged after the placement has occurred. If such training is not readily or reasonably available, the administration and the association will meet with the affected teacher(s) to discuss possible alternatives.
4. If delivery of related school health services is necessary to provide a student with a free appropriate public education, those functions shall be performed by a qualified person. Where clean intermittent catheterization, nasal suctioning, tracheotomy care and similar procedures are necessary to maintain a student in the classroom, appropriate training will be provided to each teacher prior to the placement of that special education pupil in the teacher's room. Except in life threatening or extenuating circumstances or unless the teacher volunteers, a teacher shall not be required to perform medical, hygienic or other non-instructional specialized medical procedures for or on mainstreamed students.

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

SECTION 3.2 MENTOR EMPLOYEES

- A. A Mentor employee shall be defined as a master employee as identified in Section 1526 of the school code.
- B. Each employee in his/her first three (3) years in the classroom shall be assigned a Mentor employee by the administration with consultation from the association. The Mentor employee shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. A mentor may be assigned for one year to assist a tenured employee with new assignments, or when placed on a plan of improvement, etc.
- C. The Mentor employee should be a tenured member of the bargaining unit, if possible. If no employee volunteers, a retired K-12 employee may be selected.

1. Participation as a Mentor employee shall be voluntary.
 2. The selection of the Mentor employee shall be finalized by the administration within twenty (20) workdays of the Probationary employee's initial employment.
 3. Every effort will be made to match Mentor employees and Probationary employees who work in the same building and have the same area of certification.
 4. Probationary employees shall only be assigned to one Mentor employee at a time.
 5. The Mentor employee assignment shall be for one year subject to review by the Mentor employee and Probationary employee. The assignment may be renewed in succeeding years by the administration.
 6. The assignment of a mentor for a previously tenured teacher may be done in consultation with the principal.
- D. Because the purpose of the Mentor/Probationary employee match is to acclimate the employee and to provide necessary assistance toward the end of quality instruction, neither the Mentor employee nor the Probationary employee shall be permitted to evaluate or testify in a legal proceeding unless subpoenaed or required by law.
- E. Upon request, the Administration shall make available reasonable release time so the Mentor employee may work with the Probationary employee in his/her assignment during the regular work day. Where possible the Mentor employee and Probationary employee shall be assigned common preparation time. Requested release time will not exceed a period of three (3) hours per month during the first year of the Probationary employee's employment. Requested release time will not exceed three (3) periods of three (3) hours during the third year of the Probationary employee's employment. Additional release time may be granted with administrative approval.
- F. Probationary employee shall be provided with a minimum of fifteen (15) days of professional development five (5) days per year, induction during their first three years of classroom teaching. Professional development shall be scheduled within the parameters of the work day and work year.
- G. A stipend will be paid to the Mentor employee for each Probationary employee as follows:
- | | |
|------------------------|------------|
| First Year | \$1,000.00 |
| Second Year | \$ 750.00 |
| Third Year | \$ 500.00 |
| Tenure Employee Mentor | \$ 500.00 |

SECTION 3.3 PROFESSIONAL DEVELOPMENT

- A. The Board will pay registration fees, meals, lodging, mileage, and other expenses for approved conferences. Except in cases of emergency, should an employee cancel a conference after

the prescribed date for recovery of the registration fee, the employee may be asked to reimburse the district for the registration fee amount that cannot be recovered.

- B. District full-day in-service shall be planned and implemented by a Professional Development committee consisting of an equal number of employees named by the Association and Board designees. The committee shall meet the previous school year to establish subsequent meeting dates for the following year. In-service evaluations shall be made available for all attendees. The committee shall meet and produce survey result reports to be used for future planning. These reports shall be shared with the Board and the association.
- C. The parties per (MCL 380.1277) and ESEA agree to adopt and implement a 3 to 5 year school improvement plan and continue school improvement process for each school building. The terms of the collective bargaining agreement shall not be altered or modified through the school improvement process, except by written mutual agreement. The parties shall bargain with respect to proposed change in terms and conditions of employment.

SECTION 3.4 TEACHER FACILITIES

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

SECTION 3.5 TEACHING HOURS

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

SECTION 3.6 CLASS SIZE AND TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and

teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- B. Keys to the building entrance doors shall be made available to employees for the building in which they teach when such keys are requested from the building principal. The building principal has the right to regulate the use of keys of school personnel.
- C. 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 employee concerned or any employee whose class size is over the class size limit shall receive aide time on the following basis:

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

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

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

The average class size in each grade level Grades K through 3 shall not exceed 28.0 students. The average class size in Grades 4 through 6, at the middle school and at the high school shall not exceed 32.0 after the Fall Official Count Day. No class will have more than 33 students, except band, choir, physical education and health. Physical education classes shall be limited to 45 students.

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

In the event of a lack of funds which necessitates layoffs, class size may exceed these limits. Upon request of the Association, the Board agrees to meet with the Association to discuss individual issues related to class size.

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

SECTION 4.1 LEAVES OF ABSENCE - WITHOUT PAY

A leave of absence without pay may be granted to employees who have met certain criteria and procedures. Each request for an unpaid leave of absence will be considered on its individual merits, without a precedent. The decision of the Board as to whether such leave shall be granted is final.

A. TYPES OF UNPAID LEAVES

Employees 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 tenured employees are eligible for leaves except as provided by the family medical leave act or for military leave.
4. If an employee on leave enters into a contract for another teaching position without Board approval, his/her employment with the district will terminate.
5. An employee returning from an approved leave of absence shall be returned to his/her former position if it still exists.
6. An employee on a leave of absence shall not lose sick leave time accumulated prior to his/her leave. However, sick leave shall not accumulate during his/her leave of absence.

C. PROCEDURES

1. An employee desiring a leave of absence shall submit his/her request to the Superintendent for recommendation to the Board. Except for cases beyond the control of the employee, the employee must present a written request at least sixty (60) days prior to the date on which the leave would commence.
2. For employees 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 employees 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 prior to return. Failure to comply with this provision shall be a resignation. Attempts shall be made to return at a natural break in the school year.

D. NO ADVANCEMENT ON SALARY SCHEDULE

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

E. LEAVES FOR EDUCATIONAL PURPOSE

1. A leave of absence may be granted to employees 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 worked in the District during such period.

2. A leave of absence may be granted 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, an employee 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 employee for military duty in any branch of the Armed Forces of the United States. Further military family leave entitlements and twenty-six (26) week special leave entitlement for covered service members shall be provided for eligible employees.

G. PUBLIC OFFICE

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

H. CHILD CARE LEAVE

A leave of absence may be granted to any employee for the purpose of childcare. Upon return from such leave, an employee 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 employee shall be credited with twelve (12) days of leave, the unused portion of which shall accumulate from year to year up to 180 days. Once an employee accumulates one hundred eighty (180) days, he/she shall be credited twelve (12) days at the beginning of the school year, but shall not accumulate more than one hundred eighty (180) days at the end of the school year. Such days shall be prorated for employees who work less than a full year. The leave days may be used for the following:

1. Personal Illness or Disability - To recover from his/her own illness or disability or up to 60 days of this leave may be used for immediate family illness. Immediate family shall be defined as in #2.
2. Medical or Nursing Care - Three (3) days to make arrangements for medical or nursing care of a member of his/her immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, parent-in-law, and grandparents.
3. Personal Business Leave Days - Three (3) days to be used for personal business, prorated for employees who work less than a full year. An employee shall notify his/her principal/supervisor at least one (1) day in advance for personal leave days, except in cases of emergency. Two (2) unused personal business days may be carried to the following year, not to exceed five (5).
 - a. Personal leave days shall not be used for the following purposes:
 - 1) Picketing or demonstrating of any sort.
 - 2) An absence on the first or last day of any school year.
 - 3) For an absence on any two (2) days immediately prior to or following a holiday, break, or school vacation in the same week as the holiday, break, etc.
 - 4) For an absence on any record day.

NOTE: The Superintendent may grant exceptions to the above restrictions.

- b. Additional personal leave days may be granted upon approval of the Superintendent to employees who have been in the system more than five (5) years. Said days are deducted from the employee's accumulated sick leave. In addition, the Board shall deduct from the salary of the employee, the per diem substitute pay for each said day.
- c. If more than five percent (5%) of employees apply for personal leave on any given day or days, the first five percent (5%) of applications will be approved.

- B. Employees shall be granted, at the beginning of each school year, up to three (3) days per death bereavement leave, to be used in connection with the family member's death, including a spouse, parent, brother, sister, children, grandchildren, parent-in-law, grandparent, and similar step and in-law relatives. The Superintendent may, at his/her discretion and under unusual circumstances, grant additional time or in the case of the death of a person other than those listed who may have a special relationship to the teacher.
- C. Bargaining unit members shall be furnished with a written account no later than September 30th the total sick leave credit.
- D. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave shall be granted an unpaid leave for up to one year, and the leave may, at the discretion of the Board, be renewed for an additional year upon written request by the employee. The Board agrees to continue to provide all fringe benefits for the duration of the school year which such original leave begins or for six (6) months, whichever is greater.
- E. For an absence due to injury or illness incurred in the course of employment, the Board shall pay to such employee the difference between his/her salary and benefits received under the Worker's Compensation Act for the duration of accumulated sick leave. Sick leave days will be charged in the same proportion as the amount paid.
- F. Any employee called for jury duty during school hours or subpoenaed to testify on behalf of the school district during school hours shall be paid his/her salary. The employee shall return to the Board the compensation he/she received for the performance of such duties. If the employee is released early from jury duty, he/she shall contact the principal to determine if the employee should return to work.
- G. An employee reporting for duty at the beginning of his/her work period who leaves because of illness or accident after two (2) hours of duty will be considered absent one-half (1/2) day. If forced to leave one and one - half (1 1/2) hours after the beginning of the afternoon session, he/she is to be considered present the entire day and no deduction of sick leave is to be made.
- H. The employee shall, on request of the Board of Education, present a doctor's certificate for the paid absence.
- I. Each employee will donate one-half (1/2) of a sick day to central bank. This bank of days shall be drawn upon when any employee 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 employee will donate one half (1/2) of a sick day whenever the bank is reduced to fifteen (15) days. The Association agrees that it will not grant use of sick leave days from the sick bank to an employee who qualifies to be placed on long-term disability insurance and is receiving benefits therefrom.
- J. There is also established a bank of days, numbering twenty-five (25) annually, which may be drawn upon by an employee. The use of these days must be confirmed by the President of the Association that they are for the sole purpose of benefiting the local Association and/or the teacher in fulfilling his/her teaching responsibilities.

- K. Family Health/Disability Leaves. After one (1) year of service, an employee will be granted a leave of absence for up to twelve (12) weeks for the purposes listed in FMLA. The employee shall provide medical certification upon request. If an employee fails to return to work on his/her own volition upon expiration of FMLA, the employee may be required to reimburse the District the cost of insurance premiums paid by the employer within ten (10) days of the request for repayment. Paid sick time shall count toward FMLA. Eligibility shall be based upon a "rolling year." This section shall be administered consistent with FMLA and its regulations.

SECTION 4.3 SABBATICAL LEAVE

- A. Employees who have been employed for seven (7) years with the District may be granted a sabbatical leave for up to one year. The employee shall be paid one-half his/her annual salary and one-half related fringe benefits. Sabbatical leave will not be granted in successive years. An exception may be granted by the Superintendent.
- B. In the event there are two (2) or more applications for sabbatical leave, then a committee composed of one (1) Board member, one (1) teacher and one (1) administrator shall select applicants whose course of study, in their opinion, would best serve the District.
- C. Application for sabbatical leave of absence must be filed with the Superintendent not later than November 1, or April 1, preceding the semester when it is desired that the leave becomes effective.
- D. Applications shall be limited to employees planning advanced study in their curriculum major or minors and plan on assuming a full class load of twelve (12) semester hours per semester at an accredited college or university.
- E. The applicant signs an agreement to return to service immediately upon termination of sabbatical, two (2) years, or to refund within one (1) calendar year of his/her failure to return or continue in service any compensation received from the Board while on leave, unless the Board waives such obligation.
- F. The following conditions shall apply to all teachers on sabbatical leave:
1. An employee 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 employee while on sabbatical leave.
 2. An employee 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 accepted. If other remunerative work is desired by the teacher on leave, arrangements satisfactory to the Superintendent shall be made.
- G. An interim report shall be filed with 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 work completed while on leave. The final report shall be due the first day of the second month following the applicant's return.

- H. An employee, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature. The teacher will be granted experience on the salary schedule for the sabbatical leave period.

SECTION 4.4 CALENDAR YEAR CONTRACT

- A. Each school year, any employee may apply to work and be paid for the next school year at 1/2 (50%) their per diem rate for seventy-five (75) workdays (not to exceed \$5,000.00) in addition to the number of required employee workdays provided by the school year calendar. Interested employees shall apply in writing to the Superintendent by June 1 for the ensuing school year.
- B. A committee consisting of three (3) members designated by the Board and three (3) members designated by the Association shall establish criteria for projects, approve applications, and develop the individual contracts.
- C. Those applicants, in order of the greatest number of years of public school employment, up to a maximum of eight (8) employees each school year that accept, shall be offered an individual contract that sets forth the duties expected for that seventy-five (75) workdays each school year and the calendar dates of the seventy-five (75) workdays. The length of the workday for each of these seventy-five (75) days each year shall be equal to no more than three (3) hours.
- D. In the event of ties in the number of years of public school employment, the employee(s) with the most seniority, as defined by the Layoff/Recall Article of this Agreement, shall be granted the above mentioned work days.
- E. No employee shall be granted the provisions of this Article twice. No employee granted the provisions of this Article shall be prohibited from terminating his/her employment prior to the completion of the individual contract mentioned above.
- F. The duties of this calendar year contract shall be mutually agreed between the employee and building principal and the work may be performed any time during the calendar year. The work shall be performed under the supervision of the building principal.

SECTION 5.1 INSURANCE PROTECTION

A. HEALTH INSURANCE

The Board shall provide MESSA Pak plan A or B for the duration of this contract for each employee and his/her entire family. In case both husband and wife are employed in the Cheboygan Area School System, one shall choose plan A and one shall choose plan B.

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

1. An open enrollment period shall be provided annually, during the month of September.

2. The Board will make payment of insurance premiums for each full-time employee to provide insurance coverage for the full twelve month period, commencing September 1 and ending August 31. The Board will make a pro-rated payment of the premium for regular employees who work less than full time.
3. Employees desiring extra coverage, over and above that provided in Section 5.1 must pay the balance on an individual basis.
4. Subject to the rules and regulations of the selected carrier, the carrier shall provide for continuation of health care insurance for retired or laid-off employees at their option and expense.
5. An employee may elect to receive, in lieu of payments toward the cost of insurance premiums for health insurance coverage, monthly cash payments equal to thirty percent (30%) the monthly payment amounts which would have been paid toward the cost of the monthly health insurance premiums to which he/she would have been entitled. The employee may choose to defer these cash payments into the annuity of his/her choice. A MESSA option-all plan will be implemented by the Board for the purpose of compliance with Section 125 of the internal revenue code.

B. HEALTH INSURANCE PLANS

Plan A (for those needing health insurance)

MESSA Choices II with \$200/\$400; \$20 OV; Saver Rx
Delta Dental - 75/50/75
Negotiated Life - \$50,000
VSP II
LTD - 66 2/3%, 90 day modified fill, \$5,000 max

The Board will contribute as follows toward health insurance: \$458.00 per month for single subscriber; \$916.00 per month for two-person; and \$1,250.00 per month for full family. Any remaining premium costs shall be paid by the employee through payroll deduction. The Association may determine to balance the employee's premium contribution amongst its membership. The employer shall be held harmless if such sums are payroll deducted on a pretax basis subject to a Section 125 plan.

Plan B (for those not needing health insurance)

Delta Dental - same as above
Negotiated Life - \$50,000
VSP II
LTD - same as above

C. INSURANCE REVIEW COMMITTEE

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

- D. In the event any legal action against the Association is brought in a Court or Administrative Agency because of the application or implementation of Section 5.1 Insurance Protection Section A., regarding covering a husband and wife employed in the Cheboygan Area School system with one (1) family membership, the employer agrees that it will indemnify and hold

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harmless the Association from any liability for damages, cost and attorney(s) fees imposed by a final judgment of a Court of Administrative Agency as a consequence of the implementation or application of this Section 5.1A.

- E. Changes in family status shall be reported, by the employee, to the personnel office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

SECTION 5.2 SALARY SCHEDULE

TEACHER SALARIES 2012-2013. Salary increase of .5%.

| Exp. | BA | BA+15 | MA | MA+15 | MA+30 |
|------|--------|--------|--------|--------|--------|
| 0 | 35,494 | 36,154 | 38,635 | 39,349 | 40,116 |
| 1 | 37,100 | 37,754 | 39,890 | 40,601 | 41,368 |
| 2 | 38,689 | 39,349 | 41,878 | 42,591 | 43,249 |
| 3 | 40,283 | 40,939 | 43,874 | 44,588 | 45,352 |
| 4 | 41,878 | 42,536 | 45,867 | 46,577 | 47,344 |
| 5 | 43,476 | 44,134 | 47,859 | 48,575 | 49,342 |
| 6 | 45,070 | 45,727 | 49,858 | 50,570 | 51,337 |
| 7 | 46,663 | 47,320 | 51,853 | 52,566 | 53,331 |
| 8 | 48,256 | 48,912 | 53,847 | 54,554 | 55,328 |
| 9 | 49,858 | 50,513 | 55,842 | 56,552 | 57,316 |
| 10 | 53,138 | 53,797 | 60,344 | 61,060 | 61,826 |
| 14 | 55,268 | 55,926 | 62,663 | 63,377 | 64,144 |
| 19 | 57,398 | 58,056 | 64,981 | 65,696 | 66,462 |
| 24 | 59,527 | 60,185 | 67,299 | 68,014 | 68,780 |
| 26 | 60,592 | 61,251 | 68,458 | 69,173 | 69,939 |

- B. Intervention Specialist Salaries (Based on 191 work days)

| <u>Step</u> | <u>Years of Experience</u> | <u>2012-2013 Salary</u> |
|-------------|----------------------------|-------------------------|
| 0 | 1-3 | \$ 30,127 |
| 1 | 4-6 | \$ 34,115 |
| 2 | Over 6 | \$ 38,004 |

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

SECTION 5.3 COMPENSATION

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

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

- B. Newly hired teachers may be granted credit on the salary schedule equal to out of the school district teaching experience.

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

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

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

1. A part-time employee who teaches 50% or more of the 378 minutes a day is entitled to no less than one full preparation period a day. A part-time employee who teaches less than 50% of the 378 minutes a day is entitled to no less than the prorated preparation period.
2. Full-time daily student contact minutes are as follows:

378 minutes

3. Compensation formula:

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

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

$$\frac{200 \text{ minutes}}{378} = 52.9\% \text{ of salary}$$

D. EARLY RETIREMENT INCENTIVE PROGRAM

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

1. Conditions
 - a. An employee must be at least at Step 10.

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

2. Benefits

a. Retirement Purchase

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

b. Severance

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

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

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

- F. When an employee is assigned by the administration an extra class period, he/she will be compensated with an additional one divided by the number of teaching periods in the regular day of his/her salary.
- G. Each year, by November 1, the individual teacher must report degree changes and provide official transcripts to the business office for salary adjustments during that school year. Information provided after November 1, will result in a salary adjustment starting the following semester. Extenuating and unforeseen circumstances may be appealed to the Superintendent. The Superintendent's decision shall be consistently applied. Employees must notify the Superintendent of their intent to change lanes by May 1 of the school year preceding the intended change.

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

- a. The employee has proof of a timely request for credit/degree verification.
 - b. The employee has proof of timely payment of all necessary fees.
- H. Employees who substitute for other teachers at the request of the administration shall receive

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\$20 per hour. Elementary employees who cover another teacher's class for the day shall receive \$70.00.

- I. In their first year, employees who are new to the District will be required to report for one orientation day prior to the start of the regular school year. They will be paid 1/176 of their regular salary for said day.

SECTION 5.4 SCHEDULE B-1 AND B-2

SCHEDULE B-1:

| <u>POSITIONS:</u> | <u>%</u> |
|--|------------|
| A. Varsity | |
| Football | 14.0% |
| Basketball (2) | 14.0% each |
| Volleyball | 12.0% |
| Hockey | 12.0% |
| Wrestling | 12.0% |
| Soccer (2) | 12.0% each |
| Baseball | 9.0% |
| Softball | 9.0% |
| Track (2) | 9.0% each |
| Golf | 9.0% |
| Cheerleading-Fall-Varsity, JV, 9 th | 9.0% |
| Cheerleading-Winter-Varsity, JV, 9 th | 9.0% |
| Cross Country | |
| (Boys & Girls Combined) | 9.0% |
| Bowling | 6.0% |
| B. Varsity Assistant, JV, 9 th Grade | |
| Football-Varsity Assistant | 10.0% each |
| Football-Head JV | 9.0% |
| Football-Assistant JV | 8.5% |
| Football-Head 9 th Grade | 9.0% |
| Football-Assistant 9 th Grade | 8.5% |
| Basketball-JV (2) | 9.0% each |
| Basketball-9 th Grade (2) | 9.0% each |
| Volleyball-JV | 8.5% |
| Volleyball-9 th Grade | 8.5% |
| Hockey-Varsity Assistant | 8.5% |
| Soccer-JV (2) | 8.5% each |
| Wrestling Assistant | 8.5% |
| Baseball-JV | 6.0% |
| Softball-JV | 6.0% |
| Track-Varsity Assistant (2) | 6.0% each |
| Cheerleading-JV/9 th Grade-Fall | 6.0% |
| Cheerleading-JV/9 th Grade-Winter | 6.0% |
| Cross Country Assistant | |
| (Boys & Girls Combined) | 6.0% |
| Bowling..... | 3.0% |

C. Middle School Positions

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

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

SCHEDULE B-2:

| | |
|--|---------------|
| Art Clubs- High School, Middle School, Elementary | 3% |
| Assistant Athletic Director | 14% |
| Band Assistant | 11% |
| Band Head | 17% |
| Chess Club – High School | 3% |
| DECA | 3% |
| District Librarian | \$5,000 |
| Dramatics - High School | 4% per play |
| Dramatics – Middle School | 3% |
| Driver Education (per hour)..... | 0.091% |
| Elementary Youth Choir | 3% |
| Circle of Friends | 3% |
| French Club | 3% |
| Future Problem Solving | 3% |
| Forensics | .3% |
| Green Dinosaurs | 3% |
| High School Activities Director | 17.5% |
| Journalism..... | 4% |
| Math Counts..... | 3% |
| MEAP Mascot Director..... | \$5,000 |
| MEAP Mascot Table Instructor..... | \$16.00/hour |
| Mentor Teacher - 1st Year | \$1,000 |
| Mentor Teacher - 2nd Year | \$750 |
| Mentor Teacher - 3rd Year..... | \$500 |
| Tenure Teacher Mentor | \$500 |
| Musical Play - High School | 4% |
| Musical Play Assistant – High School | 2% |
| National Honor Society | 3% |
| Noon Duty | 7.5% |
| Odyssey of the Mind/Destination Imagination..... | 3% |
| Off-Site Teacher..... | .\$16.00/hour |
| Reading Consultants (3)..... | \$600 |
| Safety Patrol Supervisor (each elementary)..... | 1% |
| Saturday Basketball (2) | 3.5% each |
| Science Olympiad | 3% |
| Spanish Club | 3% |
| Student Council Activities Director – Middle School..... | 8% |
| Student Council - Elementary | 1% |
| VICA (separated into these specific areas) | |
| -Auto Mechanics | 3% |
| -Construction Trades..... | 3% |
| -Drafting 3% | |
| -Hospitality/Foods..... | 3% |
| -Welding 3% | |
| Vocal Music - High School | 6% |
| Vocal Music – Middle School | 6% |
| Yearbook – High School (when not a class) | 12% |
| Yearbook – High School (when a class) | .7.5% |
| Yearbook – Middle School | 5% |

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

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

B. Evaluation.

Coaches will be evaluated annually.

SECTION 5.5 SCHOOL CALENDAR (168 student days, 176 teacher days).

CHEBOYGAN AREA SCHOOLS 2012-2013 SCHOOL CALENDAR

| | |
|---------------------|---|
| Aug 24 | New Teachers 1 st Day |
| Aug 27 | First Day for All Teachers & Staff |
| Aug 28 | Professional Development Day (for K-12 Teachers in District) |
| Aug 29 | Professional Development Day (for K-12 Teachers at COP/ESD) |
| Sept 4 | First Day for Students |
| Oct 22 | Professional Development Day 5-12 – No School Parent Teacher Conferences K-4 – Work Day for K-4 |
| Nov 1 | Professional Development Day K-4 – No School Parent Teacher Conferences 5-12 – Work Day for 5-12 |
| Nov 21-23 | Thanksgiving Break – No School |
| Nov 30 | Teacher Work Day – No School |
| Dec 3 | School Resumes |
| Dec 24-Jan 4 | Christmas/Winter Break – No School |
| Jan 7 | School Resumes |
| Feb 14-18 | Mid-Winter Break – No School |
| Feb 19 | Classes Resume |
| Mar 13 | Teacher Work Day – No School |
| Mar 29-Apr 5 | Spring Break – No School |
| Apr 8 | School Resumes |
| May | High School Graduation TBD |
| May 27 | Memorial Day – No School |
| June 5 | Last Day for Students |
| June 6 | Teacher Work Day |

SECTION 5.6 MISCELLANEOUS PROVISIONS

A. Any original work developed by an employee, during the course of his/her employment with the school district, which is related, in any fashion, to the type of work for which the employee was hired, or any endeavors during the time he/she is being paid by the school district, while remaining the property of the employee, will be available to the school district for unrestricted use. These works shall include, but are not limited to, such items as computer hardware and software, instructional materials, lessons, the programs, etc. A paragraph covering this section may be added to the individual contract of employment signed annually by each certified employee.

B. It is agreed that 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.

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

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

Employees who test positive will enter a mutually agreed upon treatment program.

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

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

D. The parties include the following language as required by law. If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

CHEBOYGAN AREA SCHOOLS

ACCEPTANCE AND RATIFICATION

This Agreement shall be effective September 1st, 2012 and shall continue in effect until the 31st day of August, 2013.

NORTHERN MICHIGAN EDUCATION
ASSOCIATION, MEA/NEA

BOARD OF EDUCATION
CHEBOYGAN AREA SCHOOLS

By _____
Chairperson, NMEA

By _____
President

By _____
NMEA Staff Coordinator

By _____
Vice President

By _____
Chief Spokesperson

By _____
Secretary

By _____
Neg. Committee Chairperson

By _____
Treasurer

By _____
Neg. Committee Member

By _____
Trustee

By _____
Neg. Committee Member

By _____
Trustee

By _____
Neg. Committee Member

By _____
Trustee

By _____
Neg. Committee Member

By _____
Superintendent

Dated this _____ day of _____, 2012.

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

Dated

Teacher's Signature

Cheboygan Area Schools Representative

Association Representative

October 9, 2012

LETTER OF UNDERSTANDING WITH CAEA AND SUPERINTENDENT OF CHEBOYGAN AREA SCHOOLS

Regarding: Evaluation Tool Developed for 2012-2013 School Year and Beyond

When two teachers in the same academic level(s) or department(s) are being considered for layoff and have evaluation scores placing them in like categories, "seniority" will be used to determine who is laid off. The teacher with the least "seniority" within that academic area or department will be the one laid off when like teacher's evaluation scores place them in the same category.

Note: This language will remain in effect until clarifying language is created from the State of Michigan or Michigan Department of Education, or a State evaluation system is adopted for all public schools in Michigan.

Superintendent Signature

CAEA President Signature

Date