

Contract Agreement

BOARD OF EDUCATION
CHEBOYGAN AREA SCHOOL DISTRICT,
a public employer

and

AIDES

THE UNITED STEELWORKERS, AFL-CIO-CLC
ON BEHALF OF LOCAL #9998-03

2018-2019

2019-2020

July 1, 2018 – June 30, 2020

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AGREEMENT

THIS AGREEMENT, made and concluded this 10th day of December, 2018 by and between the CHEBOYGAN AREA SCHOOLS BOARD OF EDUCATION, CHEBOYGAN, MICHIGAN, a public employer, and the UNITED STEEL WORKERS. The Board of Education hereinafter called the "EMPLOYER" and the United Steelworkers is hereinafter called the "UNION."

WITNESSETH, that in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I - RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

The term "employee" as used in this Agreement, shall be understood to mean all full-time aides who work 30+ hours per week and all part-time aides who work at least 20 hours per week.

ARTICLE II - MANAGEMENT RIGHTS

The Board, on its own behalf and on the behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without the generality of the foregoing, the right

- A. to the executive management and administrative control of the school system and its properties and facilities, and for such purposes, the appointment of executive, administrative and supervisory personnel and the delegation of their respective duties.
- B. to hire all employees and subject to the provisions of the law, to determine their qualification and the conditions for their continued employment of their dismissal or demotion, and to promote and transfer all such employees.
- C. to determine work schedules and the duties, responsibilities and assignments of district employees with respect, thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

ARTICLE III – SENIORITY

Section 1

- a. A seniority list will be maintained by the Board and updated as needed. A copy of such list shall be provided to the Local Union President on or by October 1st of each year. The seniority list shall be used when determining layoff from work or recall to work. It is agreed that when employee hire dates are the same, seniority will be determined by a lottery draw of names. Seniority will accrue in the aide group the employee spends the majority of work time in.

- b. An employee laid off from his/her group may use his/her accrued length of service (seniority) to apply for any vacant position in any group. Should the employee choose not to apply for a vacant position, or if a vacant position is not available, that employee may then choose to exercise their right to bump any employee with less seniority within their group, provided the employee is qualified to perform the duties of the position. Qualifications shall include positive evaluations, good attendance and discipline records.
- c. An employee awarded a job in another group shall have their accrued seniority transferred with them for purposes of longevity. His/her accrued length of service (seniority) in his/her old group shall remain (be frozen), but no further accrual in the group shall be earned.
- d. Reduction of employees under this contract will occur by starting with the least senior bargaining unit member in each of the four (4) seniority groups: (1) SE; (2) Buildings Aides; (3) Title I Aides; (4) Transportation Aides. It is understood that in application of seniority, the employee may be able to bump any employee within their seniority group, with less seniority, so long as they are qualified at the time of reduction, and be able to perform the available work, at the time of reduction.

The employer will give thirty (30) calendar days notice to employees who are going to be laid off, except in the case of sudden financial changes that may occur in the school district's federal, state and/or local funding sources. Regardless of seniority, employees rated unsatisfactory, with poor attendance or discipline shall be laid off first.

- a) Recall of persons under this contract will be by seniority, starting by recalling the most senior person from layoff status in their respective groups, provided the employee is qualified, with positive evaluations, good attendance and discipline records.
- b) Recall rights will last for the equivalent years of employment as an aide at the Cheboygan Area Schools, or a maximum of two (2) years, whichever occurs first. After the recall years have been exhausted, the employee will lose all rights towards any further employment as an aide with the Cheboygan Area Schools.

Section 2

Employees shall lose seniority because of a voluntary quit, a discharge for just cause, or a failure to return to work within ten (10) work days of receipt of a notice of recall, failure to return from a leave of absence, absent without leave for two or more days.

Section 3

In the event of a permanent vacancy, a notice shall be posted for five (5) work days in conspicuous places outlining the vacancy. The selection of employees to fill such vacancies within the classifications shall be made by the Board on the basis of qualifications, skills, ability to do the available work, and the employee's evaluations, attendance (other than from FMLA), and discipline records. Ties in qualifications, skills ability will be broken by seniority. If the position is filled internally, it will be awarded to the employee with the most seniority that is qualified and able to perform the work. The transfer will be effective as determined by the employer. All internal transfers will have a ten (10) work day probationary period. If minimal routine training is necessary to fully inform the employee as to the job, such training will be given the employee.

- a) A vacancy shall be defined as a bargaining unit position newly created or currently unfilled which the Board intends to fill.
- b) Any position that will be temporarily vacant for more than thirty (30) calendar days, the position will be filled according to seniority, skills and ability to perform the work. On the 20th work day of the temporarily vacant position, bargaining unit members will be notified that the position is still vacant. When the aide returns, everyone moves back to his/her original position.

- c) During the school year, vacancies shall be posted in each school building, the central office and the bus garage. During the summer months, interested employees shall check the District website for any available positions.

Section 4

Any employee, who is in the bargaining unit and becomes a part-time supervisor, shall be permitted to retain their accumulated seniority and to accrue further seniority upon mutual agreement of the Union and the Superintendent. The written agreement will spell out the exact conditions of this agreement and the condition for termination of this special arrangement.

Any employee promoted from the bargaining unit to a full-time supervisory position not covered by this Agreement shall be permitted to retain seniority accumulated while in the bargaining unit and shall accrue further seniority for a period up to ninety (90) work days. At the end of the ninety (90) work day period, if the employee remains as a supervisor, he/she will no longer accrue seniority, but will have recall rights for an additional two (2) years.

Section 5

When an employee is to be recalled from layoff, the employer will notify the employee via phone call, followed by a letter mailed to employee's last known address. The employee shall have eight (8) days to report for work, or to make arrangements which are satisfactory to the Employer to report to work, within ten (10) days of receipt of the notice to report. Failure to report, or make suitable arrangements to report, within the ten (10) days will result in removal from the seniority list and loss of recall rights.

ARTICLE IV- PROBATIONARY PERIOD

New employees shall be on probation for a minimum of one-hundred twenty (120) working days. A mentor will be assigned to the new employee for the duration of the probation. A 60-day review shall be conducted with the employee, mentor and administrator, and shall consist of progress of skills, goal setting and discussion of possible Individual Development Plans. During this period, the employee may be released from employment for any reason and without recourse to any provisions of this Agreement. Employees retained beyond the probationary period shall have seniority from date of hire. If more than one employee is hired on the same date, seniority shall be determined by drawing names out of a hat in the presence of Union and District representatives.

ARTICLE V - DISCHARGE OR SUSPENSION

Section 1

An employee discharged or suspended who considers such discharge or suspension without good cause shall present a grievance within three (3) work days of such action as provided in Article VI. The Employer will notify the Union orally within twenty-four (24) hours and then, in writing, within forty-eight (48) hours of such suspension or discharge. Any discharge or suspension not questioned in writing in three (3) days of such action shall be considered final.

ARTICLE VI - REPRESENTATION AND GRIEVANCE PROCEDURES

Section 1

The parties agree that in the interest of harmony on the job, any grievance arising from interpretations or application of any portion of this Agreement, should be handled as quickly as possible and exclusively under the following procedures:

For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select a grievance committee of two (2) employees in the unit. This investigation of or discussion will normally be performed during non-working time; but it is understood by the parties that there will be occasions when that is not possible, then it will be permitted by the Employer for the Union to be able to investigate or discuss any grievance on employer time.

Step No. 1: When an employee has a possible grievance, it will first be discussed orally between the supervisor and employee(s) involved, with or without a committee member, within ten (10) work days after occurrence of incident or within ten (10) work days after the employee became, or should have become, aware of the incident giving rise to the grievance. The supervisor shall have ten (10) work days in which to give an answer.

Step No. 2: In the event the grievance is not settled in Step No. 1, it shall be reduced to writing on the standard grievance form and presented to the Superintendent of Schools. It shall be discussed at a meeting with the Superintendent and the grievance committee to be held within ten (10) working days after the supervisor gives his/her answer in the first step. A written answer will be given within ten (10) work days after the meeting is held or such longer period as may be agreed upon by the Superintendent and the committee.

Step No. 3: In the event no settlement is reached in Step No. 2, it shall be turned over to a representative of the International Union, who accompanied by the committee, shall meet with the Board of Education, accompanied by such other management staff as the Board of Education may elect to have present. This meeting shall be held as soon as a mutually agreeable date can be arranged. A written answer will be given within ten (10) work days after the meeting is held or such longer period as may be agreed upon by the Board of Education and the committee.

Step No. 4: In the event the matter is not resolved in Step No. 3, the grieving party shall have the right to submit the matter to the State of Michigan, Department of Consumer and Industry Services, Employment Relations Commission, requesting the assistance of a mediator, providing that notice of the grieving party's intent is given to the Superintendent within ten (10) working days from receipt of the written answer to Step 3. Failure to do so within the time allotted above will result in the grievance being abandoned.

Section 2

If the Union fails to advance a grievance to the next higher step within the time limits set forth above, the grievance will be considered to be void. If the Employer fails to give answer within the time limits listed in Step No. 3, the grievance shall be automatically moved to the next grievance step.

Section 3

In the event that either party decides that further meetings in Step No. 4 will not lead to a settlement of the dispute, the dispute may be submitted to an impartial arbitrator chosen by the parties. The party desiring to arbitrate shall so notify the other, in writing, not later than thirty (30) calendar days after the last meeting in Step No. 4. Within ten (10) work days of receipt of such notice (or further period as may be agreed to), the parties shall meet for the purpose of choosing an arbitrator. In the event the parties are unable to agree on the choice of an arbitrator, the Michigan Employment Relations Commission will be asked to submit a pool of possible arbitrators and one will be chosen according to Commission rules. All expenses of an arbitrator shall be borne equally by both parties. In order to be submitted to arbitration, the dispute must be either a disciplinary action resulting in loss of more than three (3) days paid or wrongful discharge. All other submissions to arbitration shall be by mutual agreement. Any decision rendered by an impartial arbitrator shall be final and binding on both parties.

ARTICLE VII - PAID LEAVE OF ABSENCE

- A. Employees will receive thirteen (13) paid leave days. The paid leave days will equal the normal number of hours that an employee works each day. All paid leave will be deducted by a minimum increment of one-half ($\frac{1}{2}$) of a day.
- B. A maximum of ten consecutive work days may be used no more than every third year with administrator's approval. No more than a maximum of thirteen (13) leave days shall be available in any one school year.
- C. Personal or family illness/hospitalization/nursing care requiring an absence of four (4) or more days will require doctor verification and may be taken from the employee's accumulated sick bank. If/when the annual thirteen (13) leave days are exhausted, all days drawn out of the employee's accumulated sick days will require a doctor note stating when the employee may return to work.
- D. Paid leave days shall specifically not be used for the following purposes:
 - 1. Picketing or demonstrating of any sort
 - 2. Any absence on the first or last days of any work year
 - 3. Any absence on any one or more days immediately prior to or following a holiday, school break or school vacation.
- E. It is recognized that there may be unusual circumstances which would justify the use of paid leave days on a date which is specifically excluded. The Superintendent may grant exceptions to the above restrictions.
- F. Any unused leave days shall revert to the next school years' accumulated sick leave.
- G. All leave days, with the exception of bereavement, will be deducted from the accumulated paid leave of the employee.
- H. Aides will be paid for all late start, early release and for the District's first three (3) Act of God days. If the Cheboygan Area Schools make up any of these days, they will work these days or hours for no pay. Employees may choose to use a Leave Day for non-student scheduled days, any scheduled breaks, and any Act of God days.
- I. Any employee called for jury duty during working hours or who is subpoenaed to testify during working hours in any judicial or administrative matter relating to their school responsibilities (but not when brought to the hearing by themselves) shall be paid his/her full salary for such time, but not to exceed, one (1) day's normal work schedule for each day required to be in attendance or appearance. Any compensation received by the employee less any reimbursable expenses shall be immediately paid to the School District upon receipt by the employee.
- J. Employees shall be allowed up to five (5) days for bereavement leave. Such bereavement leave shall be used in connection with the death of a member of the bargaining unit member's immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law. This applies to all "step" relations, i.e., stepbrother, stepmother, etc. Bereavement leave is paid leave and is not deducted from sick days. The superintendent at his discretion and under unusual circumstances may grant additional time or apply this provision in case of a person other than those listed who may have a special relationship to the employee. There may arise special funeral arrangements that may be approved by the superintendent.
- K. The employee may use all or any portion of his/her leave to recover from his/her own illness or disability or for illness in the immediate family. Immediate family shall be defined as in Paragraph J, Article VII.

- L. Any employee who has been an employee for at least 5 years and has the opportunity to work as a casual employee for the USW International may be granted up to one year paid leave. This can be extended by mutual agreement. The employee shall be permitted to retain their accumulated seniority and to accrue further seniority while on leave. It is understood that upon the employee's return, all employees will return to their original positions. All costs will be reimbursed to the District by the local union.

ARTICLE VIII - UNPAID LEAVES OF ABSENCE

- A. A leave of absence without pay for up to one (1) year may be granted by the Superintendent upon written request. During such leaves of absence, the employee shall not advance on the salary schedule over where he/she would have been when the leave of absence began. The Superintendent shall take into consideration the following factors in deciding whether or not to approve such a request.
 - 1) Reason for the leave of absence
 - 2) Effect of the absence upon the operation
 - 3) Availability of a suitable temporary placement
- B. At least sixty (60) days prior to the expiration of a leave of absence, the employee shall notify the Employer of his/her intent to return or submit a request for an extension. The Superintendent may, at his/her discretion, grant one (1) extension of a leave of absence. Any other arrangement will be mutually agreed upon by both parties.

ARTICLE IX - SHORT TERM LEAVES OF ABSENCE

A short-term leave of absence may be granted by the Superintendent. The employee shall apply to the Superintendent for said leave of one (1) week in advance, where possible. The following policy will apply to unpaid leave requests for vacation purposes:

- 1) The employee must have been performing his/her job satisfactorily.
- 2) The request must be a rare occurrence. This is something that could not be done during normal vacation periods and not more frequently than once every three (3) years.
- 3) The maximum number of days approved in any one year is:

1 year of experience	1 day
2 years of experience	2 days
3 years of experience	3 days
4 years of experience	4 days
5 or more years of experience	5 days
- 4) The employee must have approval from the building principal prior to the request going to the Superintendent.

ARTICLE X - HOURS OF WORK

- A. The normal workweek for the aides covered by this Agreement shall be set by the school.
- B. Temporary deviations from the normal work schedule shall be approved by both the Superintendent and the supervisor.
- C. Any employee who works over forty (40) hours per week will receive one and one-half time (1½) their regular hourly rate, and on Sunday and holidays two (2) times their regular hourly rate. For purposes of

computing overtime; vacation, sick pay, jury duty, bereavement leave, i.e. paid leaves, shall not be counted as days worked. A SE aide shall only receive their normal day's pay when working at special night programs or overnight camps, etc.

- D. Employees working more than four (4) hours shall receive a thirty (30) minute paid lunch period during which time the employee is on call or is expected to be available for assignment, and cannot leave the building without permission from the building principal or director. If the employee receives administrative permission to leave, that employee shall clock out and will not be paid for such time.

ARTICLE XI - FRINGE BENEFITS

- A. The District will follow all rules that apply to the Affordable Care Act (ACA). All fringe benefits will become effective upon successful completion of the 120 day probationary period.
- B. All employees not eligible for or receiving ACA benefits will receive \$975.00 to be used toward eligible vision, dental or hospital medical expenses. If this amount is not used in the calendar year, it shall be carried over to the next year, as long as that employee continues to be an employee of the District. The employee shall be allowed to submit for reimbursement at any time to the third party administrator. Upon termination of employment with the District, any remaining funds will remain with the District.
- C. All employees will be provided without cost a \$20,000 term life insurance with accidental death and dismemberment.
- D. The Board will provide without cost to the employee, a long-term disability insurance program equivalent to the plan in effect for non-instructional employees for the duration of this Agreement.

ARTICLE XII - MISCELLANEOUS

- A. RETIREMENT: Employees with ten (10) or more years of service who resign from the Cheboygan Area Schools for the purpose of retirement (MPSERS) shall receive a one-time payment of \$40.00 per day for sick days to a maximum of 135 days. Employees who work less than 25 hours per week shall receive a pro-rated dollar amount of \$20.00 per day, up to 135 days.
- B. LONGEVITY: Longevity pay for employees working more than 25 hours per week will be:

- After 10 years - \$400
- After 15 years - \$675
- After 20 years - \$1,000

Longevity pay for employees working less than 25 hours per week will be:

- After 10 years - \$315
- After 15 years - \$540
- After 20 years - \$765

Longevity payments will be paid annually the first pay period in January following the longevity anniversary. If the employee leaves the district prior to the anniversary date, the longevity shall be prorated.

- C. A SE aide shall report to work each scheduled day of the school calendar whether their assigned student is in attendance or not. However, if their student does not attend school, the building administration will assign other duties within the district. If the situation should become a permanent layoff, then Article III, Section 1 shall apply.

- D. The School District will provide a clearly designated area in each school for posting union business. The use of this space is restricted to non-controversial matters such as notices of meetings or announcements concerning Union activities. There shall be one area in each building.
- E. The Local Union may have the right to conduct Union elections and meetings at schools providing prior arrangements are made in accordance with the Building Use Policy of the School District. For such purposes the Union shall be considered a "School Related Activity."
- F. Employees who are elected to a political office in the municipal, county, state or federal government or appointed to public office may be granted a leave of absence, without pay, fringe benefits and without loss of seniority, but will not accumulate seniority. However, such leave must be renewed by notification to the School District at the conclusion of each term of office and prior to commencing another term of office. This shall not apply to short leaves of absence in which case there shall be only loss of pay. This language shall only apply for two terms in office.
- G. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.
- H. Any special training, such as Homeland Security that involves the safety of the employee or the students shall be made available to all employees with pay.
- I. The Board also agrees to provide for payroll deductions for the United Fund, the Credit Union, annuities, and other programs mutually agreed upon by the parties.
- J. A bargaining unit employee who is notified of layoff at the conclusion of the regularly scheduled school work year and is subsequently recalled for work in the next regularly scheduled school year or a bargaining unit employee who is not laid off at the end of the school year and continues his/her position at the beginning of the next school year, and is paid unemployment compensation benefits during the summer recess period between the two school work years shall be paid at an hourly wage rate during the school year immediately following such that the amount of wage compensation earned for the scheduled work year of the employee plus the unemployment compensation the employee received will not be more than the wage compensation the employee would have earned for the scheduled school work year had the employee not received unemployment compensation.
- K. The attached "Consent Form for Drug Screening" will be completed by each bargaining unit member. The Board may require that a bargaining unit member have an immediate blood alcohol test or other substance abuse test by a physician chosen by the Board at the Board's expense if there is reasonable suspicion. The results would be given to the Board, administrator, and the employee. It is the intent of Cheboygan Area Schools to have this requirement for all of its employees.
- L. All aides will be notified, in writing, thirty (30) days prior to the start of the school year of their tentative position in the School District and their tentative individual assignment. All notifications will be mailed by June 30th of the school year, if at all possible. The schedule may be modified at the employer's discretion to meet the needs of the District.
- M. It is agreed that the Union, in conjunction with the District, may conduct a mandatory new employee orientation in the fall of each year. The orientation will be up to one and one-half (1.5) hours of paid time for the new employee, Union official and one representative from the group that the new employee has been hired into. Employees hired after the scheduled meeting, or who missed the first scheduled meeting, are to attend the next scheduled orientation. It is also agreed upon that this orientation may be conducted on school property, at a place mutually agreed upon by the superintendent.

N. A joint Health and Safety Committee may meet as needed between the Union and CAS.

ARTICLE XIII - WAGES

1.5% each year for two years and one step for qualifying employees

<u>EXP</u>	<u>2018-2019</u>	<u>2019-2020</u>
0	\$10.94	\$11.10
1	\$11.26	\$11.43
2	\$11.54	\$11.71

A \$300 stipend will be paid to mentors of new employees.

ARTICLE XIV - DURATION

Section 1

The terms of this Agreement will become effective July 1, 2018 and will continue through and including June 30, 2020. The Agreement will then be automatically renewed, for additional periods of one (1) year, unless either party notifies the other party at least sixty (60) days before any expiration date of its desire to terminate the Agreement.

Section 2

Any notice required by this Agreement must be by certified mail, and will be considered completed at the time of mailing, if by the Employer to the United Steelworkers, AFL-CIO-CLC, Suite 10, 503 N. Euclid Ave., Bay City, MI 48706-2965, and if by the Union to Cheboygan Area Schools Board of Education, 7461 N. Straits Hwy., PO Box 100, Cheboygan, MI 49721. Either party may, by like notice, change the address to which notice to it must be given.

ARTICLE XV - EMERGENCY FINANCIAL MANAGER

If an emergency financial manager is appointed by the state under the 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).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized this 10th day of December, 2018.

CHEBOYGAN AREA SCHOOLS
Cheboygan, Michigan

UNITED STEELWORKERS

President

Leo W. Gerard, Intl President

Vice President

Stanley W. Johnson, Intl Secretary-Treasurer

Secretary

Thomas Conway, Intl VP, Administration

Treasurer

Fred Redmond, Intl VP, Human Affairs

Trustee

Michael Bolton, District 2 Director

Trustee

USW Staff Representative

Trustee

Superintendent

USW LOCAL UNION 9998-03 Negotiating Committee Members

President

Committee

Vice President

CHEBOYGAN AREA SCHOOLS

CONSENT FOR PRE-EMPLOYMENT DRUG SCREENING

It is understood that as part of the pre-employment screening process, I will be required to undergo a physical examination which will include drug testing. I hereby consent for the Cheboygan Area Schools to collect urine specimens from me and to conduct other necessary medical tests to determine the presence or use of drugs. Further, I give my consent for the release of the test results and other relevant medical information to authorized Cheboygan Area Schools management for appropriate review. It is further agreed that the results will be considered in any employment decision. I agree to submit to this testing. If the test is positive or I refuse to take the test, I understand and agree that I will not be hired.

CONSENT FOR RANDOM DRUG SCREENING

I understand that I may be required by the Cheboygan Area Schools to undergo a physical examination by a physician which will include drug testing. I hereby consent to Cheboygan Area Schools collecting urine specimens from me and to conduct other necessary medical tests to determine the presence of drugs in my body and any use of drugs by me. Further, I give my consent for the release of the test results and other relevant medical information to authorized agents of the Cheboygan Area Schools administration for review and evaluation. I understand that the results will be considered in the decision about whether I will continue employment. I agree to submit to and cooperate in this testing. If I refuse to take the test, I understand and agree that I will be dismissed.

I understand that in compliance with Michigan State Law and District Policy, I will be subjected to random drug testing throughout my employment.

Name – Please Print

Date

Signature

Witness:

Signature of Witness