

COLLECTIVE BARGAINING AGREEMENT

This Agreement made as of the date hereinafter set forth by and between the Cassopolis Public School District, Cassopolis, Michigan, acting by and through its Board of Education (hereinafter called the "Board") and the Berrien-Cass Education Association/Michigan Education Association (hereinafter called "BCEA") and its affiliate, the Cassopolis Education Association (hereinafter called the "Association"), which will administer this Agreement.

ARTICLE I

PURPOSE

- Section A: The purpose of this Agreement is to set forth the wages, hours and other conditions of employment for the members of the bargaining unit, which shall prevail for the duration of this Agreement.
- Section B: The parties recognize their obligation to bargain pursuant to Act 336, Public Acts of the State of Michigan of 1947, as amended.

ARTICLE II

RECOGNITION

- Section A: The Board recognizes the BCEA as the exclusive bargaining representative for all MDE certified teaching personnel, counselors and including persons in positions requiring a bachelor's degree or above and are teaching under special permit authorized by the State Board of Education pursuant to Public Act 25 of 1990, excluding supervisory and executive personnel, school psychologist, vocational education director, and director of adult education. The Board further agrees that for the duration of this Agreement it will not recognize or bargain with any entity other than the BCEA with respect to the compensation and working conditions of the teachers.
- Section B: It is agreed by the Board and the Association that neither shall discriminate against any teacher because of race, creed, sex, nationality, religion, nor shall they discriminate against any teacher because of his exercising rights reserved to him under State or Federal Law.
- Section C: In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this provision, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- Section D: The Board and the Association recognize that every teacher shall have the right, pursuant to the Michigan Employment Relations Act, to freely organize, join and support an organization for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board and Association undertake and agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws, that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in an organization, participation in any activities of that organization or collective professional negotiations with the Board or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE III

BOARD RIGHTS

The District retains all rights powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner or powers which have been properly exercised by it, shall be limited only by the express provisions of this Agreement and shall remain in full force and effect, unless changed by the Board. Any additions, subtractions or revisions, as may be made by the Board from time to time, shall be limited only by the express provisions of this Agreement and shall remain in full force and effect unless changed by the Board. The Board reserves itself all rights, powers and privileges inherent in it or conferred upon it from any source, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall be limited but only by express provisions of this Agreement and state law. Rights reserved by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operation and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employee.
4. Determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including all aspects of instruction, automation thereof or changes therein, the institution of new and/or improved methods or changes therein limited only by the express terms of this Agreement.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions, in compliance with State and Federal statutes.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria limited only by the express provisions of this Agreement and in compliance with all State and Federal statutes.

ARTICLE IV

TEACHER'S RIGHTS

- Section A: All rights granted to teachers shall be in addition to those provided by Federal and State Statutes.
- Section B: Each teacher shall have the right to review the contents of his personnel file by the end of the work day following his request. A representative of the Association may, if the teacher so desires, accompany the teacher during such review. The teacher will be given the opportunity to file a response within thirty (30) days, which response shall be attached to the original material.
- Section C: The parties support the principle of continuing training of teachers and participation by teachers in professional organizations in the areas of their specialization. Teachers who desire to attend selected professional conferences and who have received the prior approval of the administration will be paid actual conference related expenses. Meal expenses shall be reimbursed as follows: Breakfast \$10, Lunch \$15 and, Dinner \$25. All reimbursement receipt is to include meal detail and are not to show the purchase of any alcohol. All preset registration, lodging and transportation expenses shall be paid by the District prior to conference attendance. Mileage, meals and other unknowns will be reimbursed after receipts are received by the administration office. Teachers must use a district vehicle, if available. If a District vehicle is not available and a teacher uses his own car, he will be paid at the established mileage rate for the District. When two (2) or more teachers are attending the same meetings, travel expenses will be allowed for only one (1) car, unless there are unusual circumstances in the judgment of the administration. Teachers attending such conference and meetings will be granted sufficient leave time without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences.
- Section D. Academic Freedom
1. Both the Employer and the Association recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint. No special limitations shall be placed upon study and investigation of facts and ideas concerning man, human society, the physical and biological world or other branches of learning within curriculum guidelines. Unresolved issues related to course content and curriculum will be brought before the Instructional

Council/School Improvement for resolution. Any decision made by the Instructional Council/School Improvement may be appealed to the Board of Education.

2. Bargaining unit members may choose appropriate supplemental materials and generally accepted teaching techniques consistent with the educational goals and objectives of the Board of Education. All instructional materials, methods, lesson plans, other creative or decorative materials, written, composed, created or devised by a bargaining unit member during his/her employment and paid for by the District shall remain the property of the District unless mutually agreed.

Section E: Any written and signed complaint made against a teacher by a non-administrator of the Cassopolis Public Schools District will be called to the teacher's attention.

1. The complaining party shall have first attempted to resolve the problem with the staff member involved, or as an alternative, will confer with the building principal. The teacher will be notified as soon as possible about the complaint.

Section F: 1. Any case of an alleged physical assault upon a teacher while the teacher is on official legitimate school business shall be reported within seventy-two (72) hours (3 business days, excluding spring and winter break) to the Board or its designated representative. The teacher may obtain legal counsel concerning his rights and obligations with respect to such assault. The Board will provide reimbursement of up to \$300 for such legal fees.

2. In the event of destruction of a teacher's personal property directly attributable to the performance of his legitimate official school business, the teacher may, within seventy-two (72) hours (3 business days) of such event, (excluding spring and winter break) petition the Superintendent for consideration of remuneration. The decision of the Board as to the extent of its obligation shall be final.

3. It is expressly understood that the above obligations of the Board do not apply in incidents where the teacher was either proven negligent or acting outside of the rules and regulations of the District.

Section G: If a teacher is requested by an administrator to temporarily substitute any portion of the day, including a prep period, the teacher will be paid the following rates:

\$100 – full day

\$50 – half day

\$15 – hour

ARTICLE V

ASSOCIATION RIGHTS

Section A: Teachers will be required each school year to sign an individual contract of employment as provided in Section 1231 of the School Code (MCLA 380.1231) and that every such contract shall contain the following:

“This contract is subject to The Board of Education policies and is a collective labor agreement heretofore or hereafter negotiated by the Employer and the exclusive bargaining representative of teachers and other employers who are members of the bargaining unit employed by the employer. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article V.”

Section B: The Board and the Association agree to make available to each other upon written request of one of its executive officers (to be named) all material of a public nature, and that information which the Association is entitled to by law.

Section C: The Association shall have the right to use the school building, facilities, and equipment, provided that such use is cleared with the building administrator. The Association will furnish its own supplies.

Section D: The BCEA shall have the right to post notices of activities and matters relating to BCEA business on teacher bulletin boards in teacher lounges. All material to be posted shall contain nothing of a defamatory nature.

Section E: The BCEA may use the regularly established District mail service and teacher mail boxes for communication of BCEA business to teachers, provided nothing of a defamatory nature is transmitted therein. All material placed in the District mail shall be signed by an official of the BCEA.

Section F: The Board agrees that prior to the effective date of any rules or personnel policies established by it relating to salary, hours and working conditions of teachers, it shall give the Association reasonable notice of any such rule or policy. Such notification shall be given to afford the Association the opportunity to consult with the Board as to the same before its effective date.

Section G: The first Wednesday of each month shall be reserved for Association executive meetings. The third Wednesday of September, January and May shall be reserved for Association general meetings. Members shall be allowed to leave the buildings in sufficient time to attend Association meetings, which shall not start earlier than ten (10) minutes after the dismissal of the latest building.

Section H: Teachers shall not be required to report in advance of the regular reporting date for teachers according to the adopted school calendar, nor be required to remain after the regular closing date for school according to the school calendar, unless mutually agreed to

by the teacher and the Board or by the Association and the Board. Compensation shall be pro-rated on the basis of the teacher's current salary, unless otherwise indicated in this Agreement.

Section I: The President of the Association may use his conference or planning period to conduct the bargaining unit's business without loss of pay or other benefits, provided it does not interfere with his assigned duties and responsibilities with the District.

Section J: Authorized representatives of the Association whose names shall be submitted to the Superintendent and building principal in advance shall be permitted to transact official Association business related to this contract, under conditions which will not interfere with nor impair a teacher's assignment or the normal operation of the school.

Section K: At the beginning of the school year, the Association shall be credited with four (4) days to be used by the Association officers or designated Members with the approval of the Superintendent. The Association agrees to request such days no less than three (3) calendar days in advance and shall pay for the cost of the substitute.

ARTICLE VI

TEACHING CONDITIONS

- Section A: 1. Classroom & Other Teachers. The normal work week shall include:
- a. Five (5) hours of preparation per week; and,
 - b. Lunch Period. Each full-time secondary teacher shall have an assigned, duty-free lunch period of thirty (30) minutes, such lunch period shall be scheduled between 10:15 a.m. and 1:15 p.m uninterrupted on a full day of instruction.

Each full-time elementary teacher shall have an assigned, duty-free lunch period of forty (40) minutes, provided, however, that the duration of the lunch period may be reduced to not less than thirty (30) minutes with the consent of the teacher and provided further that, except as a teacher shall otherwise agree, such lunch period shall be scheduled between 10:15 a.m. and 1:15 p.m.
 - c. Teachers will be considered on-duty 15 minutes before and after the official student school day.
3. Part-time Teachers. The normal work week for part-time teachers shall be adjusted on an individual basis, in accordance with the number of hours employed and the duties assigned.
4. On full in-service days, member work hours shall be 8 a.m. to 3 p.m., unless mutually agreed otherwise, with a sixty (60) minute lunch. On teacher work days, members may leave when their work day is completed with permission from the building administrator.
5. On parent-teacher conference days, members will not be required to be present any longer than the designated conference times unless mutually agreed upon by the member and the administration.
- Section B: On Fridays and on days preceding holidays or vacations, the teacher's day shall end at the end of the pupil's day.
- Section C: Teachers shall be at their buildings on days when students are not in attendance at the regularly established time and shall not leave the building except for a sixty (60) minute lunch period until the end of the established time. Teacher record days shall be reserved basically for working on records and teaching materials, with one (1) hour which may be used for administration meetings.
- Section D: Extra-curricular activities may begin immediately after the close of the pupil's regular school day, provided arrangements have been made with the principal for the teacher to fulfill his regular obligations in Section A.

- Section E: Hours in Section A are mandatory, provided that the building principal may excuse a teacher earlier for a specific purpose.
- Section F: Teachers, unless excused by the principal, will attend all meetings called by the administration. Teachers will have forty-eight (48) hours' notice prior to such meetings except in cases of emergency.
- A limit of six (6) after-school hours per month (for the current school year) will be required for:
- * Staff meetings, PLC's, Professional Development, Data Meetings
 - * Student focused events (limited to one evening event per month with 21 days prior notice)
 - * Meetings should not last more than 1 ½ hours unless mutually agreed upon.
 - * These meetings may not be held on Friday or a day that precedes a holiday.
 - * In addition to the six (6) required hours, the administration can call other staff meetings and attendance can be requested, but not required.
- Section G: The Board shall make available, whenever possible, in each school building, a lunchroom, rest room, and lavatory facilities exclusively for teacher use. At least one room, appropriately furnished, shall be reserved for use as a faculty lounge.
- Section H: The Board agrees to provide the following whenever possible:
1. Reasonable materials to aid teachers in preparation and presentation of instruction.
 2. Space which can be locked shall be provided for teacher's personal articles.
- Section I: All teachers are required to prepare and keep up-to-date records of their students' progress, lesson plans, and such other necessary records and/or information as may be required. Cumulative records shall be kept up-to-date. Building principals may request at any time that all of a teacher's records be delivered to the principal's office for inspection and verification as soon as teaching responsibilities permit.
- Section J: The assignment of duties to non-certified employees shall be the responsibility of the principal. The assignment of such employees to a classroom, study hall, library, cafeteria, playground or any other area over which a teacher has primary responsibility will be made after the building principal has conferred with the teacher or teachers who are charged with the supervisory responsibility of the students. In the event a non-certificated employee interferes with a teacher in the execution of his responsibilities, the teacher shall notify the building principal of the interference and as soon thereafter as is reasonably possible submit a signed written report of the incident setting forth all of the facts and the teacher's recommendation.
- Section K: The Board recognizes that the pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees that where in its judgment, smaller classes will enhance the learning opportunities of the pupils, it will continue its efforts to maintain class size as much in keeping with this necessity as is dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers and the best interest of the District as administratively deemed feasible. When the number of students in attendance in a K-6 classroom is thirty (30) or more as of the October official count day, the Board of Education will compensate

the teacher \$12.50 per hour upon written notification from the teacher to the building administrator. The building administrator shall have a two-day grace period for the Board to meet the requirements of this section for the classroom with thirty (30) or more students. When the number of students assigned to teachers 7-12 having sections with thirty-three (33) or more (except music, band or P.E.) as of the October official count day, the Board of Education will compensate the teacher \$12.50 per hour upon written notification from the teacher to the building administrator. The building administrator shall have a two-day grace period for the Board to meet the requirements of this section for the classroom with thirty-three (33) or more students. The Board may assign aides to any teacher when, in their opinion, an aide is needed. It shall be the teacher's responsibility to provide written notification to the building administrator if the students in attendance falls below this requirement. Failure to provide written notification shall require the teacher to reimburse the District for the amount paid during the period students in attendance were below this requirement. The classroom limits shall not apply to flexible grouping, team time or other mutually agreed upon programs.

Section L: An elementary parent-teacher conference on released time will be scheduled for each elementary student on the days designated in each semester for the purpose of reporting to the parent a student's progress and to promote better communications between the teacher and the parent. A copy of the parent-teacher conference schedule will be filed in the principal's office to ensure the coordination of the schedule with other teacher's schedules.

Secondary parent-teacher conferences on released time will be scheduled for students on the days designated in the first semester for the purpose of reporting to the parent a student's progress and to promote better communications between the teacher and the parent.

Parent-teacher conferences will be held on dates and in the format and schedule as agreed to in School Calendar.

Section M: The administration shall continue to support and assist teachers with respect to the maintenance, control and discipline in the classroom. Whenever it appears to the administration and the teacher that a particular pupil would benefit from special counseling or services of a social worker, law enforcement personnel, physician or other professional person, the administration will take reasonable steps with respect to such pupil. Discipline matters which the teacher feels require the enforcement of the discipline code should be referred to the building principal in a manner consistent with the discipline code.

Section N: No departure from these norms, except in the case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure.

ARTICLE VII

PROFESSIONAL COMPENSATION

Section A: The salaries of teachers covered by this Agreement are set forth in Appendix A. Appendix A is based upon a normal work load during normal working hours.

Section B: Pay day for teachers is the discretion of the business office, and shall be either a bi-weekly or semi-monthly pay option. Teachers electing 21 pay periods shall notify the business office at least thirty (30) days prior to the start of each school year.

Teachers are required to receive their pay by direct deposit. A direct deposit copy shall be made available online and no copy will be printed or mailed.

ARTICLE VIII

PROFESSIONAL GROWTH

Section A: Tuition Reimbursement

1. The Board will pay the actual cost of tuition for classes taken up to the current charge per graduate credit at Western Michigan University for tenured, bachelor teachers enrolled in an approved advanced degree program.
2. Limits. The Board limits its responsibility to a maximum total payment of \$7,500 per contract year (July 1 – June 30) for all teachers involved. No teacher shall receive payment for a second class unless the maximum total payment has not been reached.
3. No Payment. No tuition payment shall be in addition to tuition paid under any other grant or scholarship.
4. Prior Approval. Prior approval of the course must be given by the Superintendent on District provided forms.
5. Successful Completion. To receive tuition reimbursement, evidence of successful completion of the approved course as determined by the program criteria must be presented to the Superintendent.

ARTICLE IX

ILLNESS OR DISABILITY LEAVES

Section A: Teachers will accumulate nine (9) sick days per year, starting September 1 of each year and concluding on May 1 of each year (one day to be earned per month, to be credited at the beginning of the school year). Sick leave may accumulate up to One Hundred Forty (140) days, unless an employee has already exceeded One Hundred Forty (140) Days. If an employee leaves the district before the end of the school year and if they have taken more sick days than they have earned, they shall reimburse the district to cover the overpayment.

At the end of each school year, teachers may choose to turn in half of their remaining sick days, with a maximum of 4.5 accumulated sick days, at their daily rate of pay. The other half of their sick days would carry over to the following year not to exceed 140 days.

Teachers not completing a full school year shall have their annual sick leave for that year prorated. If a teacher leaves the district and has taken more sick time than earned, the teacher shall repay the district for the time taken beyond the time earned. When personal sick days are needed beyond what an individual has accrued, those additional days shall be deducted from the teacher's pay. The leave days may be taken by a teacher in half-day increments for the following reasons and subject to the following conditions based on current court decisions.

1. Personal illness or disability. The teacher may use his leave to recover from his own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities, including but not limited to those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.
2. Illness in the teacher's immediate family, to include present spouse, son, daughter, mother, father or legal dependent.
3. When sick leave is to be used for a doctor's appointment, the teacher shall notify the principal of his intended absence at least twenty-four (24) hours in advance except in cases of emergency. Such leave shall be in half-day increments

Section B: Any teacher hired after the beginning of the school year shall have their annual sick leave for that year prorated.

Section C: Upon request by the Board of Education, a teacher must submit a certificate from a doctor indicating the nature of his illness and a statement to the effect that such teacher is physically or mentally able to return to his classroom duties.

Section E: In addition, each teacher shall be given three (3) personal leave days at the start of the school year, the days are to be taken a full day or half day at a time. The days shall be for the purpose of permitting the teacher to transact personal business provided arrangements for leave have been

made at least seventy-two (72) hours in advance to the Superintendent's office and approved by the Superintendent of Schools.

Except as stipulated below, there will be no personal leave approved for the last day of instruction before or the first day of instruction after any vacation or holiday. If a Teacher must have such a day off, the day will be without pay. No more than six such days off (District-wide) without pay for any single day of instruction before/after a holiday and/or vacation shall be granted. If more than six Teachers request such an unpaid day off, days shall be awarded on a first come/first serve basis.

Additional considerations:

- If an "Act of God" day occurs that keeps a Teacher from being able to travel and report to work on the first day after any vacation or holiday, the Teacher will be required to notify their principal/immediate supervisor as soon as it is practically possible and the Teacher will be allowed to use personal leave (if they have personal leave accumulated and available for use).
- Any Teacher calling in sick on the day immediately before or after a vacation or holiday will be required to provide a "certificate from a doctor indicating the nature of his illness" as per Article IX, Section C. No regularly scheduled/routine doctor's appointments will be approved and will be considered an unpaid day. Specialty doctor appointments for serious health conditions will require prior union and administration approval.

Section F: In the event of an absence due to an injury or illness which arises out of and in the course of employment, the employer shall pay the bargaining unit member, at their request, the difference between his salary and the weekly benefits received under the workers' compensation act for the duration of their sick leave benefits.

Section G: By the Fall Count Day of each school year, at the discretion of the Association, each teacher participating in the sick bank shall contribute one (1) or two (2) days of the foregoing sick leave allowance to a common bank to be administered by the Association. The Association shall provide the District with the number of days remaining in the sick bank and the teachers participating in the sick bank by the fifth Friday of each school year. Days in the bank shall not exceed four hundred (400), with any in excess of four hundred (400) being dropped at the end of each school year.

Teachers who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals, as determined by the Association, from the common bank for personal illness or disabilities, provided that there are sufficient days in the bank, and provided that no teacher may use more than sixty (60) days per incident, and sixty (60) days per school year. The Association will, within five (5) school days, notify the business office of each withdrawal from the bank. The bank shall be administered in accordance with the guidelines in Appendix D. Said guidelines may be amended by the Association with the prior approval of the Superintendent.

ARTICLE X

FUNERAL LEAVE

- Section A: A funeral leave exclusive of accumulated sick leave, shall be granted, with pay for a period not to exceed five (5) days per incident to attend the funeral of a teacher's immediate family, to include the present spouse, son, daughter, father, mother, brother, sister, grandchildren and stepchildren.
- Section B: A funeral leave exclusive of accumulated sick leave, shall be granted with pay for a period not to exceed two (2) days to attend the funeral of a teacher's son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparents and step-parent.
- Section C: If an employee or former employee of the district were to die, the Cassopolis Education Association and the District, in partnership, shall make all reasonable efforts so that staff deemed necessary shall be released to attend the deceased's funeral.
- Section D: Teacher may choose to use accumulated sick days to attend the funeral of individuals not listed in Sections A and B above.

ARTICLE XI

Family Medical Leave Act (FMLA)

- Section A: Subject to the provisions herein, the Board shall grant the following unpaid leaves of absence, under FMLA guidelines. These include maternity, child care, adoptive, family care and such leaves.
- Section B: If a teacher is planning such leave, he should notify the Superintendent's office 30 days prior.
- Section C: Failure to return from each leave at the time specified shall be conclusively deemed a resignation unless mutually agreed upon by the Superintendent and the teacher prior to said date.

ARTICLE XII

MISCELLANEOUS LEAVES OF ABSENCE

Section A: Teachers who enter the military service by draft or enlistment shall be granted a leave of absence for that period, and at the conclusion of said leave, shall be reinstated in accordance with all applicable provisions of the Selective Service Training Act and any other law then effective.

Section B Any teacher who must report for jury duty or who is subpoenaed to give testimony before any judicial or governmental tribunal, provided the employee is not a party to the litigation or testifying against the school district, requiring an absence from work from the District shall be paid the difference between his rate of pay for time missed and any remuneration the teacher may receive from serving such duty.

Teachers are required to provide documentation to the payroll department of compensation received by the courts for said duty.

ARTICLE XIII _

GRIEVANCE PROCEDURE

Section A: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section B: First Step. A teacher who believes he/she has a grievance shall first discuss the matter with his/her principal personally or accompanied by an Association representative within ten (10) school days after the first occurrence of the event or when the teacher first had knowledge of such event. In the event the resolution of the matter does not take place within this ten (10) day period, the grievance must be reduced to writing and given to the principal within five (5) school days after the above ten (10) days has elapsed. Written grievances shall contain the following:

1. It shall be signed by the grievant(s) or an Association officer in the event the Association is the grievant.
2. It shall specify the article that was allegedly violated.
3. It shall contain a synopsis of the facts giving rise to the allegation.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

Section C: Second Step.

1. If no decision is rendered within five (5) school days of filing the written grievance with the principal, or if the principal's disposition is unsatisfactory to the grievant, the grievant or the Association may, within five (5) school days of the disposition, file said written grievance with the Superintendent. Within five (5) school days of receipt of the written grievance, the Superintendent, or his designated representative shall meet with the grievant and/or Association Representative. Within five (5) school days after this meeting, the Superintendent or his designated agent shall render his decision in writing transmitting a copy to the grievant, the Association, and the building principal in which the grievance arose.
2. A grievance filed by the Association will begin at Step Two, the Superintendent's level, and shall be presented in writing, as stated above, within ten (10) school days of the occurrence of the event precipitating the grievance or when the Association first had knowledge of the event.

Section D: Third Step. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration by the Association. Within fifteen (15) school days of the receipt of the Superintendent's answer, the Association must give written notice to the other party of their intent to arbitrate or the grievance shall be dropped.

The grievance shall be submitted for arbitration to the American Arbitration Association (AAA) in accordance with its Voluntary Labor Arbitration Rules. An arbitrator shall be selected in accordance with the rules of AAA.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

- Section E: If the grievance has not been submitted to arbitration within said fifteen (15) school day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be paid by the loser.
- Section F: The presentation and discussion of grievances provided for in this Article shall take place outside of the regular school hours, except during the first two (2) steps of this procedure (Sections B and C of this Article), which will be held during school hours so long as all persons involved can so meet without interference with their assigned duties. The scheduling of arbitration shall be subject to agreement by the parties and the arbitrator.
- Section G: In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays, Monday through Friday, being as if they were school days in determining the time limits set forth above as long as the administrative offices are open on said days.
- Section H: Timelines may be extended by mutual written agreement between the parties.
- Section I: Individual employees may not arbitrate grievances.

ARTICLE XIV

SENIORITY

- Section A: 1. SENIORITY
- a) There will be one (1) seniority list maintained on a District-wide basis.
 - b) Seniority shall accrue from the date and time of hire. A signed form, provided by the Superintendent or his designee, will be used to determine the date and time of hire. A copy will be forwarded to the CEA President. A tender may be accepted before Board action is taken.
 - c) Seniority shall be awarded in increments of $\frac{1}{4}$ (one-fourth) of a year, based on the amount of the school day/year worked.
 - 0-25% of the school day/year worked = $\frac{1}{4}$ year seniority
 - 26-50% of the school day/year worked = $\frac{1}{2}$ year seniority
 - 51-75% of the school day/year worked = $\frac{3}{4}$ year seniority
 - 76-100% of the school day/year worked = full year of seniority
 - d) Any part-time employment of a Teacher for a full school year prior to the 2000-2001 school year shall be construed as a full year of seniority.
 - e) The administration will present a draft copy of the seniority list to the CEA President, and each building representative on or before October 1st. The CEA will be responsible for securing the initials of each Teacher on a draft of the seniority list on or before October 15th. The initials of the Teachers will indicate their agreement with the information about their circumstance on the draft list.
 - f) If a draft seniority list includes a mistake, it is the responsibility of the Teacher to indicate the mistake and provide documentation to support their claim within 10 days of list being provided to the CEA. Thereafter list shall be final and conclusive.
 - g) If two Teachers share the same date and time of hire, the teacher with the most teaching experience outside of Cassopolis Public Schools shall be considered to have greater seniority.
 - h) If two (2) Teachers are still tied in seniority, a drawing of straws shall occur, but only if necessary, to determine a benefactor of having greater seniority than the other Teacher. The drawing of straws will be done with any affected Teacher present. The drawing of straws will be held at a reasonable date, time and place. This process will be supervised by the Superintendent, with the CEA President and Chief Negotiator invited to attend.
 - i) The CEA will hold the Board of Education harmless on any claims of loss by any Teacher with this method of accumulating seniority.

ARTICLE XV

GENERAL

- Section A: There shall be no strike or withholding of services, during the life of this Agreement.
- Section B: If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event that any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for provision.
- Section C: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. During the term of this Agreement the parties may mutually agree to enter into supplemental agreements which must be reduced to writing and signed by the parties hereto to be valid.
- Section D: If an Emergency Financial Manager is appointed by the state under the Fiscal Accountability Act, the Emergency Financial 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).

ARTICLE XVI

DURATION

Either party may terminate this Agreement as of June 30, 2022, by giving written notice to the other party on or before May 1, 2022. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given on or before May 1 on any subsequent contract anniversary date.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

By: _____
President of the Board

By: _____
Secretary of the Board

And: _____
Co-Presidents of the Association

And

Uni-Serv Director,
BCEA-MEA-NEA

“DISTRICT”

Team Member

“ASSOCIATION”

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

APPENDIX A

Section A: Basic Compensation

	BA	BA 18	MA	MA 30
step 1	37,000	38,110	39,253	40,038
Step 2	37,740	38,872	40,038	40,839
Step 3	38,495	39,650	40,839	41,656
Step 4	39,265	40,443	41,656	42,906
Step 5	39,756	41,251	42,906	44,193
Step 6	40,749	42,077	43,764	45,519
Step 7	41,564	42,918	45,077	46,884
Step 8	42,396	45,064	46,429	48,291
Step 9	43,243	45,965	47,822	49,739
Step 10	44,107	47,344	49,256	52,226
Step 11		48,291	50,734	53,793
Step 12		49,378	52,256	55,407
Step 13		50,612	53,824	57,069
Step 14		52,130	55,439	58,781
Step 15		53,434	57,102	61,074
Step 16		55,391	59,985	62,906
Step 17		56,641	60,585	64,793
Step 18		58,218	63,009	68,033
Step 19		59,382	64,426	
Step 20		60,867	65,361	
Step 21		62,084		
Step 22		63,326		

For the term of this contract there will be a one-time \$500.00 off-schedule payment each year to all certified staff members. These off-schedule payments will be made on a December payday.

180 student days; 186 work days for returning teachers; 187 work days for new teachers.

1. Recognition on the salary schedule for completion of requirements for the BA+18, MA degree or MA+30 degree (subject to subsection 4 below) shall be made at the beginning of the first semester following such academic advancement, subject to the following guidelines:
 - a. The teacher shall, not later than the beginning of the semester following completion of the requirements, submit proof thereof to the Office of the Superintendent.
 - b. If proof is not provided pursuant to (a) above, an adjustment basic compensation shall in any event take effect at the beginning of the semester following submission of such proof.
 - c. An adjustment in basic compensation which takes effect at the beginning of the second semester shall be prorated.
2. All teachers who have obtained a Masters+30 by the beginning of the school year shall be placed immediately on that column at the proper step.

All teachers on a University approved course of study at the beginning of the school year, shall be placed on the MA+30 column for the following school year upon presentation of proof that he has completed those hours.

All teachers obtaining thirty (30) hours above a Masters, must obtain those hours in courses approved by the Board in order to be placed on the MA+30 column.

A teacher desiring course approval shall petition a committee consisting of two (2) teachers of the petitioners' choice, the Superintendent or his designee, and the petitioner's principal. The committee will take its recommendation to the Board for its consideration and approval.

3. Credit on the salary schedule may be given at a rate of one (1) year credited for every one (1) year of experience to a maximum of ten (10) years. Experience shall be defined as teaching under a regular teaching contract in a K-12 public or private school district and/or in a position requiring state certification or field related experience, certifications, credentials, special licensing. The Superintendent has authorization to grant additional steps up to three (3), without collaboration with the Union for those positions deemed as "hard to fill". Collaboration with the Union will be needed for those same "hard to fill" positions that would require additional steps beyond three (3).
4. Credit on the BA+18 column shall be granted for all graduate credit hours successfully completed at an accredited university after the date that the BA degree was earned. Graduate credits earned while an employee at Cassopolis Public Schools must be approved in advance to obtain credit on the MA or MA+30 column.

APPENDIX A (continued)

Section B: Insurance

In addition to the preceding salary schedules enumerated, the following benefits shall be provided according to teacher eligibility:

The District will contribute from January through December the state set hard cap rate (single rate increase in the hard caps) in the first two years to each teacher enrolled in medical coverage and third year will be open for negotiation.

LIFE \$20,000 AD&D / paid by district

Cost to part-time teachers will be pro-rated according to their assignment.

Any portion of the insurance premium that is the obligation of the teacher to pay shall be paid through payroll deduction.

1. Cassopolis Public Schools will fund the balance less contribution made by employee to their HSA account starting with the first pay date in the current contract year. These funds will be paid back for each employee starting January 1 of each year through payroll deduction. This funding procedure will remain as long as allowable by law.
2. In the event their employment ends for any reason before the final deduction is made, the entire balance will be deducted from their final wages.
3. Should a teacher not be eligible for health insurance under the plan provided by the Board at the fall enrollment time, but later becomes eligible and if it is determined to be a qualifying event, he shall be enrolled when he notifies the Board of his later eligibility, provided that the notice given is within thirty (30) days of his becoming eligible. His eligibility for enrollment and the benefits available shall be the same as if the enrollment had taken place at the normal enrollment time.
4. Teachers who select MESSA PAK B shall be eligible for a cash option equal to the state hard cap for single coverage.
5. In the case of both spouses both employed in the system, the person carrying the hospitalization insurance shall be at their option.
6. Part-time Teachers. The contribution of the Board for fringe benefits on behalf of part-time teachers shall be proportionately reduced, provided that no contribution toward group health and medical insurance or group term life insurance shall be made for a teacher whose hours of employment are less than those required by the insurance carrier for membership in the group.
7. Tax sheltered annuities shall be available at the teacher's expense.
8. Section 125 Plan will be implemented as follows:

The Employer shall provide a cash option in lieu of health benefits. The cash option amount shall be at the single rate of the state hard cap.

The amount of the cash payment received may be applied by the teacher to a tax-deferred annuity. To elect a tax-deferred annuity, the teacher shall enter into a salary reduction agreement.

All costs relating to the implementation and administration of benefits for teachers under this program shall be borne by the Employer. The Section 125 administration shall be provided by MESSA optional. The Employer shall enter into a MESSA optional administrative services contract.

Furthermore, the employer shall provide a premium contribution plan. To elect a premium contribution plan in the amount per contract agreement, the teacher shall enter into a salary reduction plan.

Section C: Retirement. Cassopolis Public Schools will pay the contribution to the Retirement system for Public School Employees as required by law.

1. Any employee retiring (as defined by the Michigan Public School Employees Retirement System) must notify the Superintendent's office, in writing, by April 1st in order to be paid the following for all unused accumulated sick leave:
Day 0 to 140 will be paid \$75 per day

In order to receive payout after an April 1st notification, due to unforeseen circumstances, approval is required by a mutual agreement between the Union and Administration.

2. When a teacher retires as of June 30 of the current school year, his health insurance will terminate as of June 30, with the exception of the birthday provision set forth by the Office of Retirement Services (ORS).

APPENDIX B

Section A: Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county or state health authorities) will be rescheduled to ensure that there are at least the number of days and/or hours of student instruction as is required by Section 101 of the State School Aid Act and the rules of Michigan Department of Education. If the contract year does not meet accreditation or state requirements and a number of days and/or hours must be added to meet these standards, teachers will, after negotiations between the Board and the Association to schedule such days and/or hours, meet these standards without additional compensation. Teachers will receive their regular pay for days that are cancelled but shall work on the rescheduled days with no additional compensation. The rescheduling of days shall be done by the Board.

The parties further agree that this contract provision has been negotiated with the intention of complying with the above provisions of the State Aid Act and/or the Michigan Department of Education to ensure that the District will incur no loss of state aid.

Section B: Curriculum and special project work requested to be done by the Superintendent when school is not in session will be reimbursed at \$100 per day.

Section C: The number of student days and professional development days will be determined by state requirements. It is the intent of the Board to follow these requirements. All professional development days will be within the school calendar. However, if in an emergency, Board requirements exceed state requirements for professional development days or student days, teachers will be reimbursed per diem of the BA step one salary schedule. If an emergency exists teachers will be notified 48 hours prior to the additional day unless a shorter notification period is mutually agreed to by both the Board and the Association.

Section D: For a school year that begins with an expired contract, the calendar for the school year will use dates corresponding to the previous school year. However, the placement and format of the professional development days will be negotiated by the parties for the school year. The total number of days for the school year shall be subject to negotiation.

APPENDIX C

Section A: The pay for extra duties in this Appendix shall be based on a percentage system. A teacher will be paid a percentage of \$30,500 for each extra duty for the term of this contract.

EXTRA DUTY COMPENSATION

ACTIVITY	0-2	3-4	3-4	5 + years	5 + years
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FINE ARTS

*Marching Band	8%	8.5%	8.5%	8.75%	8.75%
*Concert Band / Choir	4%	4.5%	4.5%	4.75%	4.75%
*Pep Band	3%	3.5%	3.5%	3.75%	3.75%
*Varsity Band	18%	19%	19%	20%	20%
Drama Music Director (optional if musical))	1.5%	2%	2%	2.5%	2.5%
Elementary Band	1.5%	2%	2%	2.5%	2.5%
7-12 Choir	3%	3.5%	3.5%	3.75%	3.75%
Fall Play Director	11%	12%	12%	13%	13%
Fall or Spring Play Director	11%	12%	12%	13%	13%
Spring Play Director	11%	12%	12%	13%	13%
Technical Director – Fall	4%	5%	5%	6%	6%
Fall or Spring Technical Director	4%	5%	5%	6%	6%
Technical Director – Spring	4%	5%	5%	6%	6%
Auditorium Manager	1.5%	2.5%	2.5%	3%	3%
Elementary Drama	1.4%	1.9%	1.9%	2.9%	2.9%
Elementary Technical Director	1.4%	1.9%	1.9%	2.9%	2.9%
Music Program	1.4%	1.9%	1.9%	2.9%	2.9%

STUDENT CENTERED CLUBS/ACTIVITIES

Student Council 9-12	6%	6%	7%	7%	8%	8%
National Honor Society	6%	6%	7%	7%	8%	8%
Yearbook Advisor (no class)	11%	11%	12%	12%	13%	13%
Senior Class Advisor	3.5%	3.5%	4.5%	4.5%	5.5%	5.5%
Junior Class Advisor	3.5%	3.5%	4.5%	4.5%	5.5%	5.5%
Yearbook with a Class	3.5%	3.5%	4.5%	4.5%	5.5%	5.5%
Newspaper	3.5%	3.5%	4.5%	4.5%	5.5%	5.5%
FFA Advisor	28%	28%	28%	28%	28%	28%
Assistant FFA Advisor	3.5%	3.5%	4.5%	4.5%	5.5%	5.5%
Student Council (3-6 Grade)	3.5%	3.5%	4.5%	4.5%	5.5%	5.5%
Student Council (7-8 Grade)	3.5%	3.5%	4.5%	4.5%	5.5%	5.5%
Afro Club	2.5%	2.5%	3.5%	3.5%	4.5%	4.5%

Thespians	2.5%	3-3.5%	5 + 4.5%
Foreign Language Club	2.5%	3.5%	4.5%
Fut. Problem Sol (MS&HS)	2.5%	3.5%	4.5%
FFA Team Coaches	2.5%	3.5%	4.5%
FFA Team Coaches	2.5%	3.5%	4.5%
FFA Team Coaches	2.5%	3.5%	4.5%
Freshman Class Advisor	2%	2%	2%
Sophomore Class Advisor	2%	2%	2%
Spelling Bee – 4 th Grade	2%	3%	4%
Spelling Bee – 5 th Grade	2%	3%	4%
Spelling Bee – 6 th Grade	2%	3%	4%
Spelling Bee – 7th Grade	2%	3%	4%
Spelling Bee – 8th Grade	2%	3%	4%
Spelling Bee 7-8 Combined	3%	5%	6%
Varsity Club	1.5%	2%	3%
SADD	1.5%	2%	3%
Job Corp (3-6 Grade)	1.5%	2%	3%
Science Olympiad 7-8 Grade	2%	3%	4%
Science Olympiad 9-12 Grade	2%	3%	4%
Forensics	1.5%	2%	3%
Spanish Honor Society	1.5%	2%	3%
Math Competition – 6th Grade	1.5%	2%	3%
Math Competition – 7th Grade	1.5%	2%	3%
Math Competition – 8th Grade	1.5%	2%	3%
Math Competition 7-8 Combined	2%	3.5%	5%
Yearbook Grades K-2	1.5%	2%	3%
Yearbook Grades 3-6	1.5%	2%	3%
Yearbook Grades 7-8	1.5%	2%	3%
Mathorama 3 rd Grade	0.5%	0.5%	0.5%
Mathorama 4 th Grade	0.5%	0.5%	0.5%
Mathorama 5 th Grade	0.5%	0.5%	0.5%
Science Olympiad 3rd Grade	0.5%	0.5%	0.5%
Science Olympiad 4 th Grade	0.5%	0.5%	0.5%
Science Olympiad 5 th Grade	0.5%	0.5%	0.5%
Young Writer's Chair	0.5%	0.5%	0.5%
Young Writer's Chair 2nd Grade	0.5%	0.5%	0.5%
Young Writer's Chair 3rd Grade	0.5%	0.5%	0.5%
Young Writer's Chair 4th Grade	0.5%	0.5%	0.5%
Young Writer's Chair 5th Grade	0.5%	0.5%	0.5%
Young Writer's Chair 6th Grade	0.5%	0.5%	0.5%
Math Competition 9-12	0.5%	0.5%	0.5%
Esports Coach	2.5%	3-3.5%	5 + 4.5%
High School Robotics	4%	5%	6%

Middle School Robotics	1.5%	2.5%	3%
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TEACHER LEADERS

Kindergarten Chairperson	3.5%	4.5%	5.5%
1st Grade Chairperson	3.5%	4.5%	5.5%
2nd Grade Chairperson	3.5%	4.5%	5.5%
3rd Grade Chairperson	3.5%	4.5%	5.5%
4th Grade Chairperson	3.5%	4.5%	5.5%
5th Grade Chairperson	3.5%	4.5%	5.5%
6th Grade Chairperson	3.5%	4.5%	5.5%
K-6 Specials Chairperson	3.5%	4.5%	5.5%
Jr. High Chairperson	3.5%	4.5%	5.5%
7-12 Electives Dept. Head	3.5%	4.5%	5.5%
7-12 English Dept. Head	3.5%	4.5%	5.5%
7-12 Math Dept. Head	3.5%	4.5%	5.5%
7-12 Social Studies Dept. Head	3.5%	4.5%	5.5%
7-12 Science Dept. Head	3.5%	4.5%	5.5%
7-12 PDCA Coordinator	7.5%	9%	11%
Instructional Council/School Improvement @ \$25.00 per hour.			
K-3 Team Leader	3.5%	4.5%	5.5%
4-6 Team Leader	3.5%	4.5%	5.5%
7-8 Team Leader	3.5%	4.5%	5.5%
9-10 Team Leader	3.5%	4.5%	5.5%
11-12 Team Leader	3.5%	4.5%	5.5%

ATHLETICS

Varsity Football	18%	19%	20%
Varsity Football Assistant	10%	11%	12%
JV Football Head	11%	12%	13%
JV Football Assistant	9%	10%	11%
Varsity Basketball, Boys & Girls	18%	19%	20%
JV Basketball, Boys & Girls	11%	12%	13%
Varsity Wrestling	18%	19%	20%
V Assistant Wrestling	9%	10%	11%
Varsity Volleyball	14%	15%	16%
JV Volleyball	10%	11%	12%
Track, Boys	12%	13%	14%
Track, Girls	12%	13%	14%
Varsity Baseball	12%	13%	14%
JV Baseball	9%	10%	11%

Varsity Softball	12%	13%	14%
JV Softball	9%	10%	11%
Soccer, Boys	10%	11%	12%
Soccer, Girls	10%	11%	12%
Tennis—boys	9%	10%	11%
Tennis—girls	9%	10%	11%
Golf	8%	9%	10%
Varsity Sideline Cheer/Fall & Winter			
Varsity Competitive Cheer	8%	9%	10%
JV Sideline Cheer /Fall			
JV Competitive Cheer	6%	7%	8%
JH Football	6%	7%	8%
JH Basketball Boys & Girls	6%	7%	8%
JH Wrestling	6%	7%	8%
JH Track, Boys & Girls	6%	7%	8%
JH Volleyball	6%	7%	8%
Cross Country 7-12, Boys & Girls	9%	10%	11%

Section B: Bus Supervision. If bus supervision goes beyond the teacher's normal teaching day, (excluding field trips, etc.), the teacher will be remunerated at the rate of \$15.80 per hour.

Section C: Extra duty positions shall be compensated as heretofore provided. The Board may add or delete positions during the contract period as it deems necessary. At the Board's discretion, multiple positions may be authorized within the sport or activity for the positions listed in Appendix C. A position not included in Appendix C shall receive such compensation as determined by the Board at the time the position is approved after consultation with the Association. Job descriptions and duties for each extra duty position will be developed by the Association and approved by the Superintendent.

1. Extra duty positions are annual appointments only. If an employee will not be reemployed for a subsequent year, the employee will be notified in writing within one month after the end of his duties. An incumbent in an extra duty position will have the choice to continue in that position, if the position continues to exist, and if the incumbent has a positive performance evaluation. The Board has the right to discontinue any activity or position.
2. Teacher will be actively involved in the planning of all inservice programs. Teacher involvement will be channeled through the Instructional Council and/or School Improvement Team. The primary intent of this section is to inservice groups including but not limited to departments, individual grade levels, and curriculum committees. If needed, this may be expanded to a District-wide program.

Section D: When changing classification categories (example: Classification I to Classification III), experience will be granted if classification is decreased. If classification is increased (example: Classification III to Classification I), experience does not transfer. For the purpose of these changes, all seniority will be granted to new categories.

Section E: Drivers Education
 Director \$23.00 per hour
 All Instructors \$22.00 per hour

Section F: Mentors (per mentoree) – percentages are based on years of mentee, not year of mentor.

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
3%	2%	0.75%	0

For the first four (4) years of probationary employment in classroom teaching, or for the first year for teachers new to the district (even if they are tenured from another district) the teacher shall be assigned to a mentor. The mentor shall be available to provide professional support and guidance. The rate of pay for first year teachers new to the district will be at the year #3 rate (0.75%). Mentor teachers shall be assigned in accordance with the following:

1. Participation as a mentor shall be voluntary.
2. Either the mentor or probationary teacher may request that the mutual be terminated prior to the conclusion of the school year.
3. There will be a required checklist to be completed and signed by mentor and mentee. A Mentor Guidelines Committee including bargaining unit members and Administration will determine duties and documentation to be attached to this contract.
4. Mentors may be selected regardless of seniority.
5. The administration may go off staff to select mentors.
6. Members of the bargaining unit participating as mentors shall be tenured unless agreed upon by the Superintendent and CEA President. If no member of the bargaining unit is available to participate as a mentor, the District shall secure the services of a mentor in accordance with section 1526 of PA 335.

APPENDIX D

C.E.A. SICK BANK

ARTICLE IX, SEC. G: " By the Fall Count Day of each school year, at the discretion of the Association, each teacher participating in the Sick Bank shall contribute one (1) or two (2) days of the foregoing sick leave allowance to a common bank to be administered by the Association. The Association shall provide the District with the number of days remaining in the sick bank and the teachers participating in the sick bank by the fifth Friday of each school year. Days in the bank shall not exceed four hundred (400), with any in excess of four hundred (400) being dropped at the end of each school year.

Teachers who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals, as determined by the Association, from the common bank for personal illnesses or disabilities, provided that there are sufficient days in the bank, and provided that no teacher may use more than sixty (60) days per incident, and sixty (60) days per school year. The Association will, within five (5) school days, notify the business office of each withdrawal from the bank. The bank shall be administered in accordance with the guidelines in Appendix D. Said guidelines may be amended by the Association with prior approval of the Superintendent."

Under normal and ordinary circumstances, teacher would not need more sick days than are provided for under the Master Agreement. The purpose of the Sick Bank is to provide additional days for extraordinary circumstances of its members. Extraordinary circumstances are defined as those illnesses or disabilities of more than three (3) days duration.

I. Requirements for membership

- A. Effective the fourth Friday of September of 1979, any teacher wishing to join the Sick Bank will sign the Application for Continuous Membership which will remain in effect from year to year until he withdraws in writing or is no longer employed in the system. The Application for Continuous Membership form must be completed by new members and signed by a member of the Sick Bank Committee prior to the completion of the school day on the Fall Count Day.
- B. The number of sick days contributed by each member will be determined by the Sick Bank Committee, but said number will not exceed two (2) days per year. Any teacher new to the Sick Bank program will donate two (2) days the first school year.
 - 1. If a teacher does not join the Sick Bank prior to the end of the school year, he will not be eligible for membership in the Sick Bank until the Fall Count Day of the following school year.
 - 2. In the event of an emergency, situations preventing a teacher new to the system from making application for membership at the beginning of the school year, it shall be

assumed that said teacher intended to join the Sick Bank and he shall be eligible to withdraw from it in compliance with its guidelines.

3. Any teacher hired during the second semester of the school year will be required to donate one (1) day to the Sick Bank within two (2) weeks after starting work.
- C. A person withdrawing from the Sick Bank will not be able to withdraw the previously contributed days.
- D. Forms may be obtained from Sick Bank Committee members.
- E. Beginning with the 2000 –2001 school year teachers who join the Sick Bank will join under the following rules:
1. During the first year of membership the teacher shall contribute two (2) days to the Sick Bank. ~~Teachers in the first year of membership to the Sick Bank will NOT be allowed to withdraw from the Sick Bank.~~
 2. During the second year of membership the teacher shall contribute one (1) or two (2) days to the Sick Bank. Days contributed will be the same as for those teachers who joined Sick Bank prior to the 2000-2001 school year. A teacher in the second year of membership may use no more than one half ($\frac{1}{2}$) the number of days he has accumulated at the beginning of the school year (minus the day(s) contributed to the sick bank).

*third year: A teacher in the third year of membership may use no more than one (1) times the numbers of days he has accumulated at the beginning of the school year (minus the day(s) contributed to the sick bank).

*fourth year: A teacher in the fourth year of membership may use no more than one and one half ($1\frac{1}{2}$) times the number of days he has accumulated at the beginning of the school year (minus the day(s) contributed to the sick bank).
 3. Beginning with the fifth year of membership, the teacher will be accorded full membership rights to the Sick Bank.

II. Administration

- A. A committee of four (4) C.E.A. members and one (1) chairperson appointed by the Executive Board of the C.E.A. shall administer: the acceptance of the Application for Continuous Membership forms; the regulations governing withdrawals; and the notification of said withdrawals to the Business Office.

- B. Notification of the Business Office and the recipient of the sick days will be the sole responsibility of the C.E.A. Sick Bank Committee.
- C. Decisions regarding requests for withdrawals of days from the Sick Bank will be made by a majority (3) of the members of the Sick Bank Committee within two (2) school days of the receipt by the committee of the Request for Sick Bank Withdrawal form.
- D. All regulations regarding Sick Bank withdrawals shall be made by the Executive Board of the C.E.A. in consultation with the Superintendent.
- E. All denials of requests for Sick Bank withdrawals may be appealed to the Executive Board of the C.E.A. at the subsequent regularly scheduled Executive Board meeting. Said meetings are scheduled on the first Wednesday of every month.

III. Regulations for Withdrawals of Sick Days

A. Procedure

1. A teacher enrolled in the Sick Bank will not be covered by the bank until his own accumulated sick leave has been exhausted. In addition the teacher must satisfy a one (1) day unpaid waiting period per year. Said waiting period will be the first day requested from the sick bank. The unpaid day is considered the first day of Sick Bank use. (i.e.: 3 day sick bank request = one (1) unpaid day, two (2) paid days.
2. All requests for withdrawal will be filled out on the proper form and given to a member of the Sick Bank Committee.
3. Request for Sick Bank Withdrawal forms (written) must be received within 24 hours of the initial absence requiring Sick Bank days except in the case of a medical emergency which must be subsequently be documented.
4. It is the individual teacher's responsibility to see that the proper form is received by the Sick Bank Committee within the allotted time.
5. Every member will receive one Request for Sick Bank Withdrawal form attached to the Sick Bank Rules. Withdraw forms will also be available from the Building Sick Bank Representatives.
6. Withdrawal forms are not available at the Superintendent's Office nor will they be processed if turned in to the Superintendent's Office.

B. Conditions¹⁵

1. Initial requests for days will not be granted for less than three (3) nor more than ten (10) consecutive days per request.
2. No teacher may use more than sixty (60) days per incident and sixty (60) days per year. Request for Sick Bank Withdrawal forms must be submitted at ten (10) day intervals with each request accompanied by a doctor's statement. Said statement must include a medical reason for the absence.
3. Requests may be for an illness through which you have exhausted your accumulated sick days.
4. ANY TEACHER RETURNING TO WORK BEFORE EXHAUSTING THE ALLOTTED SICK DAYS MUST NOTIFY THE SICK BANK COMMITTEE THE DAY OF RETURN SO THAT THE DAYS NOT USED MAY BE RECLAIMED BY THE BANK.
5. A teacher withdrawing days from the Sick Bank must submit to the Committee at the time of the request a written medical report indicating the necessity of each withdrawal. Said statement must include a medical reason stating reason for absence.
6. Pregnancy-related disabilities are covered by the Sick Bank if documented by the attending physician.
7. Elective surgery (that surgery which can be performed during vacation periods) will not be covered by the Sick Bank.
8. Injuries covered by Workman's Compensation do not qualify for Sick Bank withdrawals.
9. If the foregoing regulations are not adhered to, the request for withdrawal will automatically be denied.

**** NOTE:** Be sure to keep the attached form in case of emergency. Four (4) copies of this form must be turned in to the Sick Bank Committee for each request.

1. Teachers Copy
2. Sick Bank Committee Copy
3. Principal's Copy
4. Business Office Copy

CASSOPOLIS PUBLIC SCHOOLS

REQUEST FOR SICK BANK WITHDRAWAL

To: Cassopolis Education Association

From: _____

Teacher

Total days requested _____ Dates _____

Teacher's Signature

*NOTE: Be sure to attach a doctor's statement.

(Do not write below this line.)

Request Granted

Request Denied

Reason for refusal _____

Total number of days withdrawn by member including this request: _____

Total number of days remaining in Sick Bank: _____

Committee Chairperson

APPLICATION FOR CONTINUOUS MEMBERSHIP

IN THE C.E.A. SICK BANK

I, _____, agree to join a mutual Sick Bank which shall be administered by the Cassopolis Education Association. The number of days per year that I contribute will be determined annually by the Sick Bank Committee according to the needs of the Sick Bank. Said contribution will not exceed two (2) days per year. I am aware that my resignation from membership in the Sick Bank during the school year will neither enable me to reclaim the days I have donated nor make me eligible for further withdrawals from the Sick Bank. I agree to adhere to the rules established for Sick Bank usage.

Member signature

Association signature

APPENDIX E
Letter of Understanding

The Berrien-Cass Education Association/Michigan Education Association (subsequently “BCEA”) and the Michigan Education Association/MEA/NEA (“Association”) and the Cassopolis Public Schools District Board of Education (“Board” or “School District”) have agreed to address a teacher’s use of sick days. This Letter of Understanding is the result of the resolution of two separate grievances filed during the 2015-16 school year on behalf of two members of the bargaining unit represented by the BCEA and the Association regarding whether use of the C.E.A. Sick Bank provides health insurance coverage at School District expense. This Letter of Understanding supplements and clarifies Article IX, Illness or Disability Leaves, and Appendix E, C.E.A. Sick Bank.

1. When a teacher is on any leave pursuant to the Family and Medical Leave Act (“FMLA”), the teacher’s sick days and personal leave days will be charged and run concurrently with FMLA leave.
2. The School District is responsible for the cost of the employer’s share of health, dental and vision insurance premiums as outlined below:
 - a. The teacher is out and is using (i) sick leave days and/or (ii) personal leave days, if available.
 - b. If a teacher has more than 60 accrued sick and personal leave days, exclusive of accessing days from the C.E.A. Sick Bank, the School District will cover the teacher’s share of health insurance premiums for all of the teacher’s FMLA leave and for all of the teacher’s accrued sick and personal leave days up to 120 days. This is applicable for the employee’s health condition only. As noted in #1 above, sick and personal days are charged and run concurrently with FMLA leave.
 - c. The teacher is out on FMLA leave, if available, and may be using days from the C.E.A. Sick Bank until FMLA leave runs out.
3.
 - a. Once the teacher’s accrued sick and personal days run out and all of the teacher’s available FMLA leave, if any, has been used, the School District is not responsible for any of the cost of the teacher’s share of insurance coverage for any continuation of any insurance coverage even if the teacher continues to receive compensation, *e.g.*, from the C.E.A. Sick Bank.
 - b. Examples of when the School District is not responsible for the cost of the employer’s share of insurance premiums are when:
 - i. The teacher is out of (A) sick days and (B) personal leave days and is not on FMLA leave and may or may not be using days from the C.E.A. Sick Bank.
 - ii. The teacher is out and is not on FMLA leave and is using days from the C.E.A. Sick Bank.

The teacher may continue to maintain health, dental and vision insurance, but at the teacher’s own expense.
4. The use by a teacher of any day(s) from the C.E.A. Sick Bank does not create a duty or an obligation at any time on the part of the School District to contribute toward or to assume any cost of any insurance coverage(s) for a teacher unless the teacher is on FMLA leave.
5. The grievances referenced above have been resolved, were withdrawn and may not be refiled.