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RECOGNITION CLAUSE

The Board of Education of the Copper Country Intermediate School District recognizes the Copper Country Education Association, hereinafter referred to as the C.C.E.A., as the exclusive bargaining agent for all certified and/or licensed personnel under contract employed by the Board, whether or not assigned to a public school building, but excluding: office clerical employees; supervisory and executive personnel; teacher aides; substitute teachers, and all others not included in the bargaining unit mentioned above.

BARGAINING UNIT MEMBER RIGHTS

- A. Nothing contained in this Contract shall deny a bargaining unit member his/her rights under the Michigan General School Laws, Tenure Act, or any other law which applies to these rights.
- B. The provisions of this Agreement shall be applied without regard to race, sex, color, religion, national origin or ancestry, age, marital status, disability, weight, height, genetic information, or any other legally protected characteristic.
- C. All communications obtained by a bargaining unit member teacher in confidence during the course of his/her professional duties which if disclosed to other persons might result in substantial and irreparable harm to the student involved need not, except with the consent of said bargaining unit member, be disclosed to anyone, including but not limited to any school administrator, parent or guardian, unless said disclosure has been determined to be required by law. In addition, the refusal to reveal such information shall not be considered cause for discipline or dismissal nor may any reference to such a refusal become part of any personnel record, unless such refusal is made in bad faith by the bargaining unit member.
- D. No bargaining unit member shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. All bargaining unit members shall have the right to have a representative of his/her choice present any time disciplinary action is taken.
- E. Any complaint, made against an employee or person for whom the employee is administratively responsible, by any parent, student, or other person will be promptly called to the attention of the employee. Complaints shall not be incorporated into the employee's personnel file unless the employee has been informed of the complaint. The employee may respond to any such complaint in writing, and such response shall be included with the complaint if it is placed in the personnel file. If the C.C.I.S.D. administration finds the complaint to be unjustified or the matter is clarified, then the said complaint may be removed from the employee's personnel file.

NOTICE: Any language in the above Article 2, Section D, that is not in compliance with Public Act 101or Public Act 103 of 2011 is "null and void" in accordance with these Public Acts and also "null and void" in accordance with Article 23, Section D, of this Master Agreement. The Board will administer Article 2, Section D, in accordance with Public Act 101 and Public Act 103 of 2011.

RECOGNITION OF THE SCHOOL DISTRICT'S RIGHT TO MANAGE

The Copper Country Intermediate School District is a "General Powers School District" in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended.

The Copper Country Intermediate Education Association recognizes and agrees that the School District has the exclusive right to govern all aspects of operating the School District in accordance with the Constitution and laws as amended by the State of Michigan, and the Constitution and laws of the United States, including the right to discipline for just cause and to direct its entire work force at all times. The Association agrees that it will not disrupt or interfere with the sole and exclusive right and responsibility of the School District to manage and operate the school system. Generally this includes, but is not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, except as specifically modified in this contract; providing, this section does not conflict with the Association rights under Public Act 379, as amended or as hereafter may be amended, and are applied in a reasonable manner.

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify or terminate the collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act. This clause is included in this agreement because it is legally required by State law.

ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use school buildings before and/or after school hours for meetings, provided that when special custodial service is required, the Board will establish a charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until 10:00 P.M.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall have the right to use school facilities and equipment at reasonable times. The Association shall pay the established rate of all materials and supplies incidental to such use.
- D. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. The Association may use the inter-office mail service and employee mail boxes for communication.
- E. The Board agrees to furnish to the Association in response to a written request public information as required by law.

ASSOCIATION DUES OR SERVICE FEES AND PAYROLL DEDUCTION

- A. Any teacher who is an employee of the Copper Country Intermediate School District may sign and deliver to the Board an assignment authorizing deduction of membership dues in the MEA/NEA/CCEA/CCIEA/PAC according to the dues schedule. Such authorization shall continue in effect from year to year. The Board shall deduct such dues from the regular checks of the bargaining unit members in 20 equal installments for ten months, beginning in September and ending in June. The Board agrees promptly to remit the MEA/NEA/CCEA/CCIEA/PAC-dues to the Michigan Education Association, accompanied by an alphabetical list of the bargaining unit members for whom such deductions have been made.
- B. The Board recognizes the obligation incumbent upon bargaining unit members to contribute to the Association a legal service fee as established by the Association and that such a contribution represents the unit member's obligation to pay his/her fair share for the services by the Association. Thus, any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within 30 days from the date of commencement of duties shall, as a condition of employment, pay a legal service fee to the Association not to exceed the dues uniformly required to be paid by members of the Association, provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph A.
- C. In the event that a bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction within thirty (30) days as provided in the preceding article, the Board upon written request from the Association shall deduct a service fee as established by the Association. Said fee shall be deducted in equal installments, one per month for the remainder of the school year.
- D. The Association agrees to indemnify and save the Board, their agents and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including dues erroneously deducted and all court or administrative agency costs that may arise out of or by reasons of action taken by the Board or any of its agents for the purpose of complying with this article, provided:
 - 1. The employer gives timely notice of such action to the union and permits the union intervention as a part if it so desires; and
 - The employer cooperates with the union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

WORKING CONDITIONS

- A. Class size and case load shall be based upon, but not restricted to, the minimum standards set forth by State statutes for all programs. Similar staffing arrangements for programs not covered by statutes shall be adhered to by mutual agreement. Class size and case load should not solely be determined by the number of students mandated by state regulations. Consideration will be given to the nature and severity of each student's handicapping conditions and the combination of students to be placed in that classroom.
- B. A work day shall be the same hours as the school in which the employee is assigned.
- C. All employees covered by this Agreement shall maintain a minimum of a six (6) hour work day with a one (1) hour or half (1/2) hour duty-free lunch period at a time agreed upon with his or her supervisor. All employees shall participate in parent planning conferences, which may extend beyond the normal work day, as assigned by their supervisor.
- D. The Board of Education reserves the right to hire outside of the bargaining unit for programs and services in the event no bargaining unit member applies for such assignment.
- E. No person covered under this Agreement shall be required to transport students as a condition of employment.
- F. Any request for compensation (for work done by a bargaining unit member) beyond the regular work day must be approved by the Superintendent or Assistant Superintendent.

MAINTENANCE OF STANDARDS

- 1. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit will not be substantially altered, increased, or transferred to a person not a member of the bargaining unit without prior negotiation with the Association.
- 2. Teachers must meet "highly qualified" requirements of the "No Child Left Behind Act" and the "Individuals with Disabilities Education Act" and their related regulations.

ACADEMIC FREEDOM

- A. Academic freedom shall be guaranteed to all employees, which means that no special individual limitation shall be placed on any employee in the study, investigation, presenting, and interpreting of ideas in the area of assignment.
- B. Bargaining unit members shall be given the opportunity to participate in and make recommendations regarding materials and equipment to be used in the delivery of instructional services to children under their supervision.

LAYOFF AND RECALL PROCEDURE

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel.

Section I: Layoff Procedure

In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, bargaining unit members shall receive at least thirty (30) days written notice of any layoff. The following procedure will be used:

- A. Probationary employees shall be laid off first. A probationary employee shall not be laid off unless there is a tenure employee who is certified, qualified, and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating is being eliminated altogether.
- B. If the reduction of employees is still necessary, then tenure employees in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first, provided there is a tenure employee who is certified, qualified and available to perform the duties of the position vacated or the position is being eliminated altogether. "Seniority" shall be measured by continuous service in a bargaining unit position when under regular contract and excludes leave of absence, except educational leave, which is included. When a bargaining unit member is placed in an administrative position, all rights will be retained which she/he possessed while a member of the bargaining unit, provided that administrators employed by the Board prior to September 1, 1981, shall maintain all seniority rights and privileges they possessed at that time.
- C. An employee, who is laid off pursuant to this article has the right to be placed in a position for which he/she is certified and qualified (the Board and the Association agree that the definition of "Certified" is that the employee is "Certified" in accordance with State Education Laws for their position and the definition of "Qualified" is that the employee will be in compliance with the present State and Federal Laws in regard to "Qualifications" as specified) to fill and which is occupied by an employee with less seniority. The administration shall determine who is "qualified" by using the following criteria (only when certification and seniority are equal):
 - 1. Teaching/job experience
 - 2. Educational level obtained by the employee
 - 3. Employee evaluation and other relevant objective criteria will be considered when (1) and (2) above are equal

Section 2: Recall Procedure

A. Tenured teachers shall be recalled in order of seniority to the next available vacancy for which the teacher is certified and qualified according to the qualifications established and required for the position by the Board, which arises within five (5)

years from the effective date of the tenured teacher's layoff.

Section 3:

In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated district.

Section 4:

- A. A seniority list of all employees shall be prepared by the Board and sent to the Association by October 15 of each year for verification.
- B. The provisions of this layoff procedure will conform with the requirements of the Michigan Teacher Tenure Act.
- C. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee at the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears in the Board's records shall be conclusive when used in connection with layoff, recall or other notice to the employee. If the employee fails to respond within twenty (20) calendar days from the date of the receipt of the Board's written notice of recall, or within twenty (20) calendar days after the Board's notice of recall has been returned by the postal department as being undeliverable, and unless an extension is granted in writing by the Board, such employee shall be considered a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship he/she may have had with the Board.

NOTICE: Any language in the above Article 9, Section 1 and Section 2, that is not in compliance with Public Act 100, Public Act 102 or Public Act 103 of 2011 is "null and void" in accordance with these Public Acts and also "null and void" in accordance with Article 23, Section D, of this Master Agreement. The Board will administer Article 9, Section 1 and Section 2, in accordance with Public Act 100, Public Act 101 and Public Act 103 of 2011.

EVALUATION OF EMPLOYEES

- A. Each employee under this article, upon employment or at the beginning of work, shall be given a thirty (30) minute orientation by the Employer as to specific terms of employment, the terms of this Contract, and to the management organization with an Association representative participating. The orientation shall include the method of evaluation and job description.
- B. The evaluation of the performance of each employee in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of bargaining unit members shall be conducted openly. Formal evaluations shall be completed during the period before the last fifteen (15) working days of the school year. An employee shall be formally evaluated no more than once during any single five (5) working day period.
- C. Evaluations shall only be conducted by a Program Director, or other qualified administrator as designated by the Board of Education. Each written review of the employee's job performance shall be based on at least thirty (30) minutes of continual observation.
- D. Employees who are probationary bargaining unit members will be evaluated at least once each year in writing. A conference will be held within fifteen (15) calendar days after each evaluation to review job performance of a probationary bargaining unit member.
- E. Tenure bargaining unit members and other employees may be evaluated at least once per year and shall be evaluated at least once every three (3) years in writing with a personal meeting within fifteen (15) calendar days thereafter to review job performance.
- F. Two (2) copies of the written evaluation shall be submitted to the employee, one (1) to be signed and returned to the administration, and the other one (1) to be retained by the employee. In the event that the employee feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file.
- G. Each employee shall have the right upon request to review the contents of his/her evaluation file. A representative of the Association may, at the employee's request, accompany the employee in this review. The employee shall be notified of each addition to his or her file.
- H. Observations by other than supervisors of employees shall not be a part of evaluation unless written notification has been given to the observed employee. The notice shall contain the purpose of the observation.

NOTICE: Any language in the above Article 10 (Sections B, C, D, E, H), that is not in compliance with Public Act 100, or Public Act 103 of 2011 is "null and void" in accordance with these Public Acts and also "null and void" in accordance with Article 23, Section D, of this Master Agreement. The Board will administer Article 10 (Sections B, C, D, E, H), in accordance with Public Act 100 and Public Act 103 of 2011.

GRIEVANCE PROCEDURE

Definition

A. A grievance is a matter involving the violation of a specific article or section of this Agreement, or a violation of any rule or regulation of the Board of Education dealing with wages, hours and working conditions.

Terms

- B. In addition, the following matters shall not be a basis for any grievance filed under the procedure outlined in this Article.
 - 1. The placing of a non-tenure employee on a third year of probation.
 - 2. Matters involving bargaining unit member evaluation content.
 - 3. Termination of services or failure to re-employ any probationary employee.
 - 4. Any matter in which the Tenure Act describes a procedure or authorizes a remedy (discharge and/or demotion).
- C. Grievances shall be kept separate from other personnel records and shall be made available to the grievant and/or his or her designee when requested.

<u>Procedure</u>

Level 1

D. An employee and/or an Association representative with a grievance may discuss it with his/her immediate supervisor within ten (10) working days from the alleged occurrence or from the time the employee should have had knowledge thereof. In any event, any grievance not submitted within twenty (20) working days of the occurrence or receipt of knowledge of occurrence of the event upon which it is based shall be invalid and not accepted.

Level 2

E. If the grievance is verbally denied, the grievance shall be put in written form by the employee or Association representative within five (5) working days using the form agreed on in Appendix B, and presented to the Superintendent. The grievance shall specify the facts giving rise to the grievance, the article and section of the Agreement allegedly violated, or the Board rule allegedly violated, and the relief requested.

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

Level 3

F. In the event the grievant and/or Association is not satisfied with the disposition of the

grievance at Level 2, or if no decision has been rendered within ten (10) working days of receipt, he/she may refer the grievance to the Board. Within twenty (20) calendar days from the receipt of the grievance by the Board, the Board shall hold a hearing and within two (2) working days after the Board hearing the Board shall render a decision in writing, copies of which shall be forwarded to the grievant, the supervisor and the Association.

Level 4

G. In the event the Association wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the employer's answer to Level 3, file a demand for arbitration in accordance with the American Arbitration Association's Rules and procedures, unless a mutually agreed upon arbitrator can be found.

The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

A grievance may be withdrawn at any time without prejudice by the grievant and the Association.

There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Association, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. Their authority shall be limited to deciding whether a specific article or section of this Agreement has been violated.

The expenses for the arbitrator shall be shared equally between the Employer and the Association.

Upon mutual agreement between the parties, time limits at any step of the grievance procedure may be extended.

H. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution to the extent required by law.

HIRING, VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined for the purpose of this contract as a position newly created by the Board that is covered by this Agreement, or a position that has been declared vacant, when the District has made all assignments needed to fill the academic need of the District with incumbent teachers who are certified and qualified for the assignments and who are able to perform the work at the start of the assignment, and there are still more assignments open than teachers to do the work.
- B. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own staff. Whenever a vacancy arises, the Superintendent shall post notice of same on bulletin boards for no less than twelve (12) working days, and give written notice to three (3) Association officers (which will be identified by the Association), naming the position, qualifications and job description. The vacancy shall also be posted externally for twelve (12) working days if an internal applicant is not found. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service to the district, and other relevant factors. If two or more applicants' factors are equal, the vacancy should be filled from within the school district; provided, however, in all appointments to positions, the Board's decision shall be final. If requested, unsuccessful applicants shall be given reasons for not attaining the position. The Superintendent or his/her designee shall notify in writing an employee affected by an involuntary transfer of the reasons for the transfer.
- C. When vacancies occur during the school year, and the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.
- D. Requests by an employee for transfers to a different class, building, or position shall be made in writing to the Superintendent. The application shall set forth the reasons for transfer, and the school, grade, or position sought. Such requests shall be reviewed once each year to assure active consideration by the Board. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected employee and the Association of the reasons for such transfer. If the employee objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.

TEACHER-AIDE RELATIONS

- A. The Board shall employ aides to assist teachers according to the State regulations provided for programs operated by the Board, or as mutually agreed. Each aide position shall have a job description which will be the guide for bargaining unit member utilization of the aide. The bargaining unit member shall be assigned the responsibility of orientation to job duties and work schedules of the aide.
- B. All aides will serve a probationary period with the assigned bargaining unit member, and the bargaining unit member will be responsible to submit a written recommendation to the program supervisor during or prior to the termination of the probation.
- C. An aide's daily work shall be directed by the bargaining unit member to whom he or she is assigned, and all activities of the aide are to be coordinated with the supervisor.

SICK LEAVE

Every full-time employee shall be entitled to sick leave with full pay of one (1) day for each completed month of service, or the prorated equivalent for part-time employees who work on a 180-day regular school year schedule. Sick leave shall be computed from July 1 to June 30.

- 1. Unused sick leave may be accumulated up to 180 days for each employee, at the rate of one (1) day for each completed month of service. Teachers who accumulate more than 180 days (up to a maximum limit of 190) will be paid annually the daily substitute rate for these accumulated days.
- 2. An employee may utilize his/her sick leave allowance for absences:
 - a. Due to personal illness or physical disability, including childbirth and/or complications due to childbirth.
 - b. Necessitated by exposure to contagious disease in which the health of others would be endangered by his/her attendance on duty. A bargaining unit member absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.
 - c. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, provided that this shall be approved by the Superintendent and shall not exceed ten (10) sick leave days in any one fiscal year. The term "immediate family" as used in this section shall mean parents, grandparents, children, brothers, or sisters of the employee and the employee's husband or wife. Additional days may be granted by the Superintendent in cases of emergency.
 - d. An employee may use up to twenty (20) days of accumulated sick leave for the adoption of a child.
 - e. Sick leave shall not be taken immediately before or after a vacation unless a physician's statement is presented to the Superintendent or the Superintendent has approved the sick leave.
 - f. The Superintendent may require an employee to secure a physician's statement if sick leave abuse is suspected.
- 3. An employee receiving sick leave with pay who simultaneously receives income under the Worker's Compensation Act shall receive, for the duration of such income, only that portion of his/her regular salary which will, together with said income, equal his/her regular salary. In that event, the employee's sick leave reserve shall be charged only in the same proportion as his/her sick leave payment is to his/her regular wage or salary for the day, week, half-month, or period involved.
- 4. When a bargaining unit member retires from the C.C.I.S.D. upon reaching the legal retirement age of the Michigan Public School Employees' Retirement System, he/she shall receive full pay for one-half (1/2) of his/her unused sick leave days up to, but not

- to exceed, the sum of \$8,000. If the separation is the result of death of the employee, his/her estate shall receive payment.
- 5. The Board shall establish a monetary fund to supplement the income of district employees facing catastrophic illness or injury. The fund will be Two Thousand Five Hundred Dollars (\$2,500). The following guidelines shall govern the fund:
 - 1. Administrators, support staff, and bargaining unit members are eligible to use the fund.
 - 2. All sick leave days and personal leave days must be exhausted.
 - 3. The fund will be administered by a committee of one board member, one administrator, one bargaining unit member and one support staff person.
 - 4. Employees may increase the fund through voluntary donations.
 - 5. Insurance coverage will be continued for any affected employee for the duration of the contract year.
- 6. If a bargaining member is injured by a student while on duty, and it is necessary for the teacher to take leave as a result of the accident/incident, the Board will grant up to 10 days of paid leave in lieu of using accumulated sick and/or personal leave days. If more leave days are required due to such an accident/incident, it must be clearly established by the teacher, the teacher's physician, or a physician of the Board's choosing, if necessary, that the teacher is required to take additional sick leave because of the specific injury by the student. A district accident/incident report must be filed with the Superintendent's office as soon as it is practicable following the accident/incident. Upon approval by the Superintendent, additional days may be granted. If an overpayment occurs due to the teacher becoming eligible for worker's compensation, the teacher agrees to reimburse the district for any overpayment beyond their daily rate.

PERSONAL LEAVE

Three (3) days per year may be granted for personal leave. These days may be used for personal business which cannot be undertaken at any other time except during working hours. These days must be approved by the employee's supervisor prior to use. Under unusual circumstances, additional time may be allowed with the approval of the Superintendent. These days if unused may accumulate to a maximum of five (5) days.

Personal days if unused or not accumulated will accrue to sick leave at the end of each school year.

FUNERAL LEAVE

An employee shall be allowed three (3) working days with pay as funeral leave not to be deducted from sick leave for a death in the immediate family. Immediate family for funeral leave is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, and sister-in-law. Other individuals may qualify by pre-approval of the Superintendent for the use of a day(s) of funeral leave. Additional days may be granted, and shall be either chargeable to sick leave, personal leave or without pay, at the option of the employee.

JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

OTHER LEAVES OF ABSENCE

A. <u>Extended Leaves</u>:

The following extended leaves without pay may be granted after an application is on file and the Superintendent and the Board have approved it:

- 1. Up to two (2) years for full-time graduate study and/or for full-time university study, at a university, related to the employee's assignment.
- 2. Up to one (1) year for caring for a member of the immediate family who is ill. Illness leave (physical or mental) for self.
- 3. Up to one (1) year for any reason after five (5) years of service in this school system. An option may be available on the health and hospitalization insurance program at the expense of said employee if the carrier provides said option. If the leave of absence is granted, the employee may, at the discretion of the Board, be offered his/her position held prior to leaving the system, or an equal position, if the employee chooses to return to the school system. The Superintendent has the discretion to grant a leave of absence involving extenuating circumstances.
- 4. Child care.
- 5. The Superintendent, with the approval of the Board of Education, may grant an employee an extended leave of absence with benefits.

B. Sabbatical Leaves:

Requests for Sabbatical Leaves may be granted in accordance with Michigan Statute.

- C. Employees shall maintain seniority for the leaves named in Section A above. Seniority will accrue while an employee is on an approved educational leave of absence.
- D. Leave of absence with pay or without loss of seniority shall be granted to Association members selected to attend a function of the Association. A maximum of two (2) members shall be allowed the time off at one time. Such leave shall not exceed eight (8) employee days. The Superintendent shall be notified five (5) days prior to the use of such leave.

E. Family and Medical Leave

A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible teachers in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:

 Because of and to care for the teacher's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.

- 2. To care for the teacher's spouse, child, or parent who has a serious health condition.
- 3. Because of a teacher's own serious health condition that makes the teacher unable to perform the functions of the teacher's position.

To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12 month period, and meet any other eligible criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the teachers health insurance benefits shall be continued as required by the FMLA, subject to Section 104 of the FMLA.

Paid leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102 of the FMLA.

The limitations found under Section 108 of the FMLA pertaining to special rules concerning employees of local educational agencies shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

SCHOOL EQUIPMENT, MATERIALS AND FACILITIES

- A. The Board agrees to provide the best and most suitable equipment for the delivery of education to the children of the district within its financial capabilities. Employees will have access to the utilization of (in agreement with his or her supervisor) equipment necessary for the preparation of instructional materials.
- B. The Board will adhere to regulations relative to the Civil Rights Act, the Privacy Act, and Title IX of the Educational Amendments of 1972. A bargaining unit member will report to his or her supervisor any instructional material which, in their judgment, may be sensitive to prejudice or stereotype and/or unfairly reflect the role of groups or minorities.
- C. An employee may request a current list of resource centers and/or instructional materials from the Curriculum Resource Center of the district for use in their work.
- D. If an employee considers that the work area may be deemed to have a health or safety problem, a meeting with his or her supervisor will be arranged at a mutually agreeable time. Concerns expressed by employees under the terms of this section are not grievable via the grievance procedure as detailed in Article XI of this Agreement. The Board will maintain equipment and school facilities to the minimum standards required by statutes for health and safety.
- E. The Board shall make available in each building, lunch room, work room, and lavatory facilities for employee use.
- F. Parking facilities shall be provided and identified for employee use at each building. Upon mutual agreement, vending machines may be installed in lounge and work room areas.
- G. District telephones may be used by employees for local calls.

MILEAGE

- A. Approved employee business travel by car shall be reimbursed at the Internal Revenue Service rate of pay per mile currently in effect.
- B. A depreciation allowance shall be paid employees based upon miles traveled in a separate lump sum payment at the end of the school year.

2,000 - 5,999 miles of travel \$250.00 6,000 + miles of travel \$350.00

C. The Board shall reimburse District employees up to a maximum payment of \$500.00 for the automobile deductible expense incurred by the employee through his/her insurance coverage from a reported automobile accident while in the course of their employment, if not at fault. The employee must cooperate with the Board in any requested attempt to recover his/her deductible from any other responsible party. The employee will not suffer any loss of pay or benefits or incur any expense related to the attempt to recover the deductible from the responsible party.

INSURANCE PROTECTION

- A. Worker's Compensation coverage is secured in the amount required by law.
- B. Upon submission of a written application, the Board agrees to provide as described below MESSA Choices II with \$10/\$20 drug card and \$300/\$600-In Network deductible for the 2011-2012 school year, and MESSA Choices II with \$10/\$20 drug card and \$500/\$1,000-In Network deductible for the 2012-2013 school year, for all employees and their eligible dependents, provided that the employee has completed their contractual year. A prorated equivalent of insurance costs shall be contributed toward the purchase of the health insurance for all regularly employed part-time employees.

The Board will pay 90% of the actual annual premium and the Employee will pay 10% of the actual annual premium for the above listed Health-Medical Plan + Drug Card Plan combined with the below listed Vision Plan, Dental Plan, Life Insurance Plan with A D & D per applicable employee Health Plan (Family Plan, 2-Person Plan, or Single Subscriber Plan) for the 2011-2012 school year. The Board will pay 85% of the actual annual premium and the Employee will pay 15% of the actual annual premium for same for the 2012-2013 school year.

Employee premium payments will be made via payroll deduction to cover the employee contribution toward the annual premiums not covered by the Board paid premiums amounts and shall be evenly spread over the existing pay periods the employee has selected for their salary payments.

Employees will also pay all deductibles associated with the above Plan.

Proration of Fringe Benefits

All fringe benefits for part-time employees hired after October 1, 1990 shall be pro-rated based upon a six hour work day.

- C. Any employee not electing health care protection as provided above, may participate in the Cafeteria Section 125 Plan upon written application and apply the single subscriber rate of said health care insurance toward the purchase of plan options.
- D. The Board shall provide, 90% of the actual annual premium and the Employee will pay 10% of the actual annual premium for VSP-3+ Vision Care to all eligible employees and their eligible dependents for 2011-12. The Board shall provide 85% of the actual annual premium and the Employee will pay 15% of the actual annual premium for same for 2012-2013.
- E. Upon written application, the Board shall provide, 90% of the actual annual premium and the Employee will pay 10% of the actual annual premium for Set Dental Plan II (80,80,80 to \$1,500 max. with incentive plan) for 2011-12, including internal and external coordination of benefits for each eligible employee of the bargaining unit and his/her eligible dependents. Upon written application, the Board shall provide 85% of the actual annual premium and the Employee will pay 15% of the actual annual premium for same for 2012-2013.

- F. Payroll deductions shall be available for all MESSA programs.
- G. The above-named benefits are subject to the underwriting rules and regulations as set forth by the carrier.
- H. In the event an employee is on leave or laid off during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the lay off or leave. An employee hired after the first required work day of the school year shall be entitled to the above-mentioned employee benefits, subject to MESSA's underwriting guidelines.
- I. For the 2011-2012 contract year, the employer shall provide 90% of the actual annual premium and the Employee will pay 10% of the actual annual premium for Life Insurance Protection in the amount of \$10,000 that shall be paid to the Employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP). For the 2012-2013 contract year, the employer shall provide 85% of the actual annual premium and the Employee will pay 15% of the actual annual premium for same.
- J. Any portion of the plan's annual premium cost not covered by the Board maximum premium contribution shall be paid by the employee via payroll deduction.

Employee premium payments will be made via payroll deduction to cover the employee contribution toward the annual premiums not covered by the Board paid premiums amounts and shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles associated with the above plans.

SALARY SCHEDULE

<u>2011-2012*</u>

STEPS	B.A.	B.A.+18	M.A.	MSW M.A.+15	M.A.+30	COTA/PTA NURSE
1	\$34,698	\$36,144	\$37,590	\$39,035	\$40,482	\$24,289
2	\$35,392	\$36,867	\$38,342	\$39,816	\$41,292	\$24,774
3	\$36,086	\$37,590	\$39,094	\$40,597	\$42,101	\$25,260
4	\$36,780	\$38,312	\$39,845	\$41,377	\$42,911	\$25,746
5	\$38,862	\$40,481	\$42,101	\$43,719	\$45,340	\$27,203
6	\$40,944	\$42,650	\$44,356	\$46,062	\$47,769	\$28,661
7	\$43,026	\$44,818	\$46,612	\$48,404	\$50,198	\$30,118
8	\$45,107	\$46,987	\$48,867	\$50,746	\$52,627	\$31,575
9	\$47,189	\$49,156	\$51,123	\$53,088	\$55,056	\$33,032
10	\$49,271	\$51,324	\$53,378	\$55,430	\$57,485	\$34,490
11	\$51,353	\$53,493	\$55,633	\$57,772	\$59,914	\$35,947
12	\$53,435	\$55,662	\$57,889	\$60,114	\$62,343	\$37,404

2012-2013*

STEPS	B.A.	B.A.+18	M.A.	MSW M.A.+15	M.A.+30	COTA/PTA NURSE
1	\$35,041	\$36,501	\$37,962	\$39,421	\$40,882	\$24,529
2	\$35,742	\$37,231	\$38,721	\$40,210	\$41,700	\$25,019
3	\$36,443	\$37,961	\$39,480	\$40,998	\$42,518	\$25,510
4	\$37,143	\$38,691	\$40,239	\$41,786	\$43,335	\$26,000
5	\$39,246	\$40,881	\$42,517	\$44,152	\$45,788	\$27,472
6	\$41,348	\$43,071	\$44,795	\$46,517	\$48,241	\$28,944
7	\$43,451	\$45,261	\$47,072	\$48,882	\$50,694	\$30,416
8	\$45,553	\$47,452	\$49,350	\$51,247	\$53,147	\$31,887
9	\$47,656	\$49,642	\$51,628	\$53,613	\$55,600	\$33,359
10	\$49,758	\$51,832	\$53,906	\$55,978	\$58,053	\$34,831
11	\$51,861	\$54,022	\$56,183	\$58,343	\$60,506	\$36,302
12	\$53,963	\$56,212	\$58,461	\$60,709	\$62,959	\$37,774

- *NOTE: In addition to the 1% "on schedule" salary increase reflected in the above salary schedules, employees will receive an additional 1% increase "off schedule" for the 2011-12 and 2012-13 years.
- A. Any bargaining unit member required to work days in excess of the scheduled calendar shall be compensated at his/her per diem rate.
- B. Longevity shall be paid based on years of experience with the C.C.I.S.D. as follows:

After 11 years:	\$ 675.00**
After 16 years:	1350.00
After 21 years:	1950.00
After 26 years:	2600.00
After 28 years:	3100.00

**NOTE: All Employees hired after August 31, 2011 will not start longevity until their 16th year of experience with the C.C.I.S.D.

- C. Credit beyond the Master's Degree must be earned in a field of study related to Special Education or their area of assignment and approved by the administration to be counted toward lateral movement.
- D. Bargaining unit members in the C.C.I.S.D. shall have the right to select one of the following options for the method of receiving their contract salary.

OPTION A - Contract salary to be divided into twenty-six (26) equal payments to be made at fourteen (14) day intervals throughout the year.

OPTION B - Contract Salary to be divided into twenty (20) equal installments to be made at fourteen (14) day intervals to coincide with those paydays established in OPTION A.

OPTION C - Any bargaining unit member selecting OPTION A may receive all contract salary due for the year on the last day of the regular school year. The Business office shall be notified four (4) weeks prior to the last payday when desired funds are to be received.

OPTIONS B and C shall apply if the funds are available.

E. Employees who perform approved summer work will be paid at his/her pro-rated daily/hourly rate.

Requests for summer work shall be submitted to the staff member's supervisor prior to the last day of school and must first be approved by the Program Director.

Approved summer work will be limited to:

Direct services to students; Required meetings and trainings.

F. Compensation for work at Camp Nesbit shall be as follows:

Camp Director (1) \$1400/week Camp Instructor (2) \$ 900/week Nurse \$ 900/week

All Camp Nesbit positions shall be offered first to the bargaining unit members.

These positions shall be voluntary.

If a bargaining unit member assigned to a constituent district is required to attend Camp Nesbit with his/her student(s), the bargaining unit member shall be paid at the rate specified in the constituent district contract.

- G. Nursing duties will be reimbursed at 70% of the B.A. Schedule on the appropriate step and teaching duties will be reimbursed at 50% of the appropriate step.
- H. The COTA/PTA salary schedule shall be pro-rated on the Nurse scale.

EXTENT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement unless any provision or application of this agreement prohibits the District from complying with specific and expressed terms of laws in accordance with the Constitution and laws as amended by the State of Michigan, and the Constitution and laws of the United States.
- B. Any individual contract between the Board and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or past practices of the Board which shall be contrary to or inconsistent with its terms and then only to the extent such specific and expressed terms hereof are in accordance with the Constitution and laws as amended by the State of Michigan, and the Constitution and laws of the United States. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees or the Board shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SCHOOL IMPROVEMENT

The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans:

- 1. Participation in the planning process by the employee is voluntary.
- 2. Participation or nonparticipation in the planning process shall not be used as a criterion for evaluation, discipline, or discharge.
- 3. The Master Agreement may not be modified in whole, or in part, except by mutual, written agreement by the Association and the Board or to be compliant with State and Federal Law.

MEDICALLY FRAGILE STUDENTS

Bargaining unit members agree to perform required health services for which they received instruction and have the ability to perform, and to provide these services in the absence of the school nurse. The Board agrees to provide liability insurance protection for bargaining unit members who provide these health services, acts or functions.

During the hiring process of any bargaining unit member who may be required to provide school health services or self care activities on behalf of students (such as, diapering and toileting), employer shall advise the member in writing, before member is employed, the specific types of such acts, functions or activities the member may be asked to perform. The employer shall likewise provide advice in writing, regarding availability of training and other support, both staff and materials resource, before the member is employed.

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 2011, and shall continue in effect until the 31st day of August, 2013.
- B. Copies of this Agreement titled, "Contractual Agreement between the Copper Country Intermediate School District Board of Education and the Copper Country Intermediate Education Association CCEA-MEA-NEA", shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all bargaining unit members now employed, hereafter employed or considered for employment by the Board. All school district personnel policies or any changes in said policies shall be distributed to all employees represented by the Unit within thirty (30) days of the commencement of this contract, or upon employment.

ARTICLE 28

MENTOR TEACHER

For the duration of this contract a mentor teacher will be selected from within the bargaining unit on a voluntary basis. Mentors shall not be required to evaluate their charges. There will be no compensation for the mentor assignment but should the work load of such assignment expand, the Board and the Association will meet to address the problem.

ARTICLE 29

PUBLIC SCHOOL ACADEMIES

The District will provide notice to the Association of any contract, correspondence or inquiry regarding a public school academy application known to the District.

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

To: Copper Country Intermediate School District Board of Education Hancock, Michigan 49930

Board of Education to deduct the sum of \$	Copper Country Intermediate School District for Copper Country many earned or accrued wages due me, and .E.A.
DATE:	Signature of Employee
SSN:	

to

APPENDIX B

GRIEVANCE FORM

LEVEL I

THIS SECTION TO BE FILLED IN BY IMMEDIATE SUPERVISOR

ORAL GRIEVANCE RECEIVED BY:	:IMMEDIATE SUPERVISOR	
	IMMEDIATE SUPERVISOR	
TIME AND DATE GRIEVANCE WAS 20	S ORALLY SUBMITTED TO YOU:	,
TIME AND DATE VERBAL ANSWE UNION/ASSOCIATION:	R TO GRIEVANCE WAS SUBMITTED TO, 20	
PLACE IN WRITING BELOW, VERE UNION/ASSOCIATION:	BAL ANSWER THAT WAS SUBMITTED TO	THE
WRITTEN GRIEVANCE RECEIVED	BY:IMMEDIATE SUPERVISOR	
	ANCE WAS SUBMITTED TO YOU:	
PLACE WRITTEN ANSWER HERE		
SIGNATURE:	TIME AND DATE:	
_ _		
RECEIPT ACKNOWLEDGED BY:	UNION/ASSOCIATION REPRESENTATIV	E
	TIME AND DATE:	

THIS SECTION TO BE FILLED IN BY UNION/ASSOCIATION REPRESENTATIVE

WAS THE DISPOSITION BY THE IMMEDIATE SUPERVISOR: SATISFACTORY ___UNSATISFACTORY POSITION OF ASSOCIATION OR UNION: SIGNATURE: UNION/ASSOCIATION REPRESENTATIVE TIME AND DATE: ______, 20____. RECEIPT ACKNOWLEDGED BY:_____ SUPERVISOR AT LEVEL 2 TIME AND DATE: ______, 20____.

GRIEVANCE NO.

GRIEVANCE FORM

LEVEL 2

AGGRIEVED EMPLOYEE(S) SIGNATURE:_	-	

NOTE: Use extra sheets of paper, if needed, for any areas of form.

GRIEVANCE FORM

LEVEL 3

THIS SECTION TO BE FILLED IN BY SUPERVISOR

TIME AND DATE:,	20
RECEIPT ACKNOWLEDGED BY:	
	SUPERINTENDENT OR BOARD OF EDUCATION REPRESENTATIVE
TIME AND DATE:	20

GRIEVANCE FORM

LEVEL 4

THIS SECTION TO BE FILLED IN BY THE SUPERINTENDENT OF SCHOOLS OR BOARD OF EDUCATION

PLACE WRITTEN ANSWER HERI	=:
SIGNATURE	
SUPERINTENDENT EDUCATION REPRI	
TIME AND DATE:	
TIME AND DATE.	, 20
RECEIPT ACKNOWLEDGED BY:	
	UNION/ASSOCIATION REPRESENTATIVE
TIME AND DATE:	
	SECTION TO BE FILLED IN
BY UNION/A	SSOCIATION REPRESENTATIVE
WAS THE DISPOSITION BY THE	SUPERINTENDENT OR BOARD:
SATISFACTORY	
UNSATISFACTORY	
POSITION OF ASSOCIATION OR	UNION:
THE ASSOCIATION/UNION DO GRIEVANCE THROUGH ARBITRA	ES/DOES NOT INTEND TO PROCESS THE ATION.
SIGNATURE:	
UNION/ASSOCIATION	ON REPRESENTATIVE

TIME AND DATE:	, 20	<u></u> :
RECEIPT ACKNOWLEDGED BY:_	_	
		SUPERINTENDENT OF SCHOOLS
TIME AND DATE:	20	

APPENDIX C

COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT 2011-12 SCHOOL CALENDAR

Wedn. & Thurs., Aug. 31 & Sept. 1 Teacher In-service Days

Friday, Sept. 2 – Monday, Sept. 5 Labor Day Recess (Buildings Closed on 5th)

Tuesday, September 6 First Day of School for Students

Friday, October 14 Teacher In-service Day

Thurs. & Fri., November 24 & 25 Thanksgiving Recess (Buildings Closed)

Thurs., December 22 - Mon., Jan. 2 Christmas Recess (Buildings Closed on 23rd,

26th & 2nd)

Tuesday, January 3 Classes Resume

Thursday, January 19 End of First Semester

Friday, January 20 Records Day

Friday, February 24 Teacher In-service Day Tues. through Thurs., March 6 – 8 Merit Exam Test Dates

Tues. through Thurs., March 20 – 22 Merit Exam Makeup Dates

Mon., April 2 – Mon., April 9 Easter Break (Buildings Closed on 6th)

Tuesday, April 10 Classes Resume

TOTAL CONTRACT DAYS

Monday, May 28 Memorial Day Recess (Buildings Closed)

Monday, June 11 Last Day of School (Half Day)

DAYS OF INSTRUCTION

First Semester			Second Se	<u>emester</u>
September	19		January	7
October	20		February	20
November	20		March	22
December	15		April	15
January	<u>13</u>		May	22
·	87		June	<u>_7</u>
				93
Total Days of Instruction		180		
Professional Development Day	/S	<u>5</u>		

In the event of snow days or delays and other school closings that require make-up to be eligible for state aid, time will be added in June.

COPPER COUNTRY INTERMEDIATE COPPER COUNTRY INTERMEDIATE BOARD OF EDUCATION EDUCATION ASSOCIATION Its President By: Chairperson **Negotiating Committee** Negotiating Committee Member Negotiating Committee Member By:_ Negotiating Committee Member **COPPER COUNTRY EDUCATION ASSOCIATION** By: By:_

DATED THIS 30th DAY OF August , 20 11 .

LETTER OF AGREEMENT BETWEEN THE COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION AND COPPER COUNTRY INTERMEDIATE EDUCATION ASSOCIATION - CCEA-MEA-NEA

It is understood and agreed upon by the parties that:

- The monitor's position will be within the Education Association's bargaining unit for the duration of this contract. It is further understood that if a substantial change in the monitor's responsibilities does materialize during the business course of this agreement that the monitor will not remain a member of the Education Association's bargaining unit.
- 2. Once an interpreter has been licensed by the State of Michigan the parties will agree to negotiate the interpreter's salary and under which contract the interpreter should be recognized.
- 3. The auto mechanic and nurses aide salary adjustment is perpendicular up and down the B.A. column and not laterally across the index.

LETTER OF AGREEMENT BETWEEN THE COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION AND COPPER COUNTRY INTERMEDIATE EDUCATION ASSOCIATION - CCEA-MEA-NEA

It is understood and agreed upon by the parties that:

Staff members shall identify Districts where staff has a problem with space and working condition to the Superintendent and the Superintendent will inquire of those Districts, what, if anything, can be done to address the staff's concerns.

LETTER OF AGREEMENT BETWEEN THE COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION AND COPPER COUNTRY INTERMEDIATE EDUCATION ASSOCIATION – CCEA-MEA-NEA

It is understood and agreed upon by the parties that:

Staff serving in the following capacities will receive a stipend as specified below:

Lead Teacher: \$2,000 Special Education Coordinator: \$3,000