

Rev: 5/16/2011

***Agreement***

***between the***

***Chassell Township Schools  
Board of Education***

***and the***

***Chassell Education Association/CCEA***

**2010 - 2012**

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ARTICLE I

RECOGNITION

Pursuant to the Public Employment Relations Act, as amended, the Board of Education of Chassell Township Schools of Chassell, Michigan (hereinafter referred to as the Board) recognizes the Copper Country Education Association/MEA/NEA (hereinafter referred to as the Association) as the exclusive representative for the purposes of collective bargaining with respect to rate of pay, hours and other terms and conditions of employment for the entire term of the agreement for the professional employees of the Board (hereinafter referred to as employees) in the Chassell Education Association bargaining unit defined as: all full time and part time certified teaching personnel including classroom teachers, guidance counselors and internal substitute teachers, under probationary contract or continuing tenure, but excluding external substitute teachers, clerical and office employees, supervisory and executive personnel, all teacher aides, and all others not specified in the above bargaining unit.

## ARTICLE II

### BOARD RIGHTS

Except as modified by the specific terms of this Agreement, the Board retains and reserves all rights, powers, authority, duties and responsibilities to manage the Chassell School District on behalf of the public. The Association recognizes these management rights and responsibilities as confirmed by the laws and Constitution of the State of Michigan. Such rights shall include, by way of illustration and may not by way of limitation, the right to:

1. Manage and control the schools business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work to employees, determine the size of the work force, and to lay off employees.
4. Determine the type of services, supplies and equipment necessary to continue its operations and to determine the methods and standards of operation; the means, methods and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions of subdivisions thereof.
6. Determine the financial policies, including all accounting procedures.
7. Determine the size of the management organizations, its functions, authority, amount of supervision and organization structure.

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

### ARTICLE III

#### GRIEVANCE PROCEDURE

The Association shall designate one representative and/or the MEA Uniserv Director to assist in handling grievances when requested by the grievant.

The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which are an outgrowth of a breach of contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

- A. Definition: A grievance is a claim based upon an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of or failure to reemploy any probationary teacher;
2. The termination of services or failure to reemploy any teacher to a position on the extracurricular schedule;
3. Excluding procedural errors, any matter involving teacher evaluation;

It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

B. All preparation, filing, presentation or consideration of grievances shall be held at time other than when a teacher of Chassell District is to be at their assigned duty station. The Chassell District shall designate one representative to assist in handling grievances when requested by the grievant. If the particular grievance is a "class" grievance affecting teachers in more than one building, the grievance shall be processed directly at Level Two and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Level One.

- C. The term "days" as used herein shall mean days in which school is in session

- D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsection of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, all further proceedings on the grievance shall be barred. Time limits may be extended by mutual consent.

### Level One

A teacher with a grievance shall first discuss it with the designated representative within fifteen (15) school days of the alleged occurrence within the school year it occurred.

### Level Two

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, he may within five (5) days file a written grievance with the principal or his designee. Within five (5) days of the receipt of the grievance, the principal or his designee shall decide whether or not there is a legitimate grievance. If the aggrieved person is not satisfied with the principal's disposition of the grievance, he may within five (5) days file a written grievance with the superintendent. Within ten (10) days from receipt of the grievance by the superintendent, he shall render a decision on the grievance. If no written response is made by the administration within ten (10) days, the grievance shall be awarded to the grievant. If the teacher does not appeal the grievance to Level Three within ten (10) days after receiving said answer, the grievance shall be considered settled or abandoned.

### Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may refer the grievance to the board of education. The board of education as used here, means a committee of the board or the board's designee, except the superintendent. Within twenty-five (25) days of receipt of the grievance, the board shall render a decision. The teacher is entitled to a hearing with the board at this level. The teacher shall appeal within ten (10) days after receiving said answer from the board, or the grievance shall be considered to be abandoned.

### Level Four

Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after receipt of the board's decision notify the board of its intent to pursue the grievance to arbitration. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.

His authority shall be limited to deciding whether a specific article and a section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws.

The decision of the arbitrator shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection herewith.

The time limit provided in this article shall be strictly observed but may be extended by written agreement of both parties. In the event a grievance is filed after May 15, said grievance will be processed as soon thereafter as possible.

### Miscellaneous Provisions

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person, provided, however, that any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association.
2. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participant. Information in these files shall be private and confidential providing Public Acts of 397 can be so interpreted.
3. Decisions rendered at all levels other than Level One shall be in writing and shall be promptly transmitted to all parties of interest.
4. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
5. Individuals may not arbitrate any contract issue without CEA authorization.

## ARTICLE IV

### TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the junior-senior high school will be 30 teaching periods, 1 daily tutorial period during the opposite lunch, and 5 unassigned preparation periods based on the 7-period day. The normal weekly teaching load in the elementary school will be 35 teaching periods. Preparation periods prior to the opening of and immediately following the close of the class day are planned as part of the elementary teacher's day. When elementary students are assigned to another teacher (i.e. physical education, music, art) this will be a preparation period for the regular classroom teacher.
- B. Teachers shall be entitled to a 30-minute duty-free lunch period.
- C. The elementary schedule shall include a nineteen (19) minute recess each morning and each afternoon. Teachers shall supervise the recess on an alternating schedule as was the 1987-88 practice.
- D. Elementary teachers shall teach the overload P.E. class during those periods of time their class is not included in the rotation.
- E. Teachers are to be in their classrooms or attending to professional duties at least ten (10) minutes before the scheduled start of school and are to remain in the building ten (10) minutes after students are dismissed.



## ARTICLE V

### PROTECTION OF TEACHERS

- A. Control of the student in a classroom and the discipline of students in the classroom according to Board policy and procedures is the direct responsibility of the teacher. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide necessary assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render all reasonable assistance to the teacher in his defense.
- D. The determination as to whether the time lost by a teacher under this article is to chargeable, or non-chargeable, to sick leave will be made by the Board given due consideration to the circumstances of the incident.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable to the Board except in the case of negligence or neglect of duty, for any damage or loss to person or property.

## ARTICLE VI

### TEACHING RIGHTS/ASSOCIATION RIGHTS

#### Teacher Rights

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- B. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment. However, in an emergency situation teachers may be asked to drive a school bus. The board shall assume liability for this action if ordered by the administration.

#### Association Rights

- C. The Board agrees to furnish to the Association in response to reasonable requests, all publicly available information concerning the financial resources of the District, tentative budgetary requirements and allocation as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, music supplies and equipment, and similar materials are the tools of the teaching profession. Every teacher shall turn in a requisition to the Board by such other date as may be designated by the superintendent of schools. The teacher will be informed as soon as possible thereafter as to whether the requisitions shall be approved by the Board in full, in part, or not at all. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- E. Adequate parking facilities shall be made available to teachers for their use.
- F. Each building principal shall be furnished, at the start of the scheduled school year, keys for teachers to the building and to the homerooms. These keys shall be returned by the teachers at the conclusion of the scheduled school year. In case of loss, the superintendent shall be notified as soon as possible.
- G. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings; however, prior arrangements must be made before the intended meeting date and approval granted by the superintendent. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media or communication shall be made available to the Association and its members.

## ARTICLE VII

### QUALIFICATIONS AND ASSIGNMENTS

To be "qualified", a teacher must also meet the "highly qualified" requirements of the No Child Left Behind Act and related regulations. For purposes of reviewing teacher qualifications in accordance with the No Child Left Behind Act, a committee of four (4) members will be established. This committee will consist of two (2) members appointed by the superintendent and two (2) members chosen by the CEA.

Teachers who will be affected by a change in grade assignments in the elementary school grades and by a change of subject assignment in the secondary grades will be notified by the administration as soon as practical and prior to August 1.

## ARTICLE VIII

### VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined for purposes of this agreement as a position within the bargaining unit in the Chassell School District presently unfilled including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of one semester or longer. No vacancy shall be filled, except in case of emergency and then only on a temporary basis, until such vacancy shall has been posted as provided for in paragraph B.
- B. Vacancies shall be posted in a designated area of each district building and a copy of such posting sent to the Association President. Any qualified bargaining unit member may apply for such positions by submitting a written application to the superintendent within seven (7) school days of the posting date. During the summer recess, copies of all postings shall be placed in the designated areas of each district building and shall be sent to the Association President and all staff members who have provided the school district with stamped, self-addressed envelopes. Any qualified bargaining unit member during the summer recess may apply for such position by submitting a written application to the superintendent within fourteen (14) days of the posting date through August 15, and within seven (7) days of the posting date from August 15 to the start of the school year. Postings shall contain the following information: grade level, educational qualifications, educational specialties (if required or desired) and subject area. Bargaining unit members will have seven (7) school days following a vacation period during the school year to apply for positions posted during the vacation period. In filling such vacancy, the Board agrees to give due weight to the background and attainments of all applicants, the length of time each has been in the school system of the District, the person's ability to do the work as determined by evaluation records, and other relevant factors. "Service" in the system for purposes of this Agreement shall mean employment in a school of the Chassell District as a member of this bargaining unit, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.
- C. In the event of openings in teaching or supervisory positions, postings will first be made internally. Any Schedule B position that becomes vacant shall be posted internally for a period of seven (7) school days or, in the summer months, for a period of seven (7) work days.
- D. Subject to certification, mutual requests for transfers by bargaining unit members wishing to switch positions may be granted unless the granting of same is inconsistent with the language pertaining to the filling of vacancies.
- E. Prior to any involuntary transfer, the employer shall provide the affected bargaining unit member written notice of and reasons for the transfer.
- F. Voluntary transfer of teachers, with administrative and board approval, shall be considered before involuntary transfers are considered.
- G. No professional staff member or candidate for such a position in the District shall, on the basis of race, color, religion, national origin, creed or ancestry, age, gender, marital status, or disability, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which the Board is responsible.

## ARTICLE IX

### STAFF REDUCTION

In the event of a reduction in staff, employees to be laid off will be notified at least sixty (60) days in advance of implementation. In the event the Board decides to reduce the number of teachers through layoff, or reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate positions, the following procedure shall be followed:

- A. Probationary teachers shall be laid off first provided there are tenured teachers qualified and certified to replace them. The order of reduction among probationary teachers shall be according to the academic needs of the district, competency, certification and seniority.
- B. The order of reduction among tenure teachers shall be according to certification, qualifications as established and required by the Board for the position and seniority.
- C. Seniority shall be defined as the length of service in the Chassell Township School District measured by service in the Chassell Township School District as a member of the bargaining unit when under regular contract and does not include any leaves of absence. A teacher's length of service shall be determined based on the teacher's first day on the job. Where the employment of teachers begins on the same date, a teacher who has been employed on a full-time basis shall be considered to have greater seniority than one who has been employed on a part-time basis.
- D. 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.
- E. The provisions of this layoff procedure will conform with the regulations of the State Tenure Commission.
- F. The Board shall give written notice of recall from layoff by sending a registered letter to said teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher'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 teacher. If the teacher fails to respond within fifteen (15) days of receipt of the recall as to intent to report for work immediately or at the start of the next school year, such teacher shall be considered to be a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship he may have had with the Board.

## ARTICLE X

### TEACHER EVALUATION

- A. Probationary teachers shall be evaluated at least once each year, based upon at least two (2) observations that are made at least 60 calendar days apart. The teacher will be provided with copies of the written observation reports and the evaluations.
- B. Tenure teachers shall be evaluated at least once every three (3) years.
- C. The Board's decision concerning these above matters shall be final and not subject to the grievance procedure.
- D. Evaluation Procedure
  - 1. An observation of the teacher shall be a continuous class period. Since observation is an ongoing process, it could require a class period or several class periods.
  - 2. The administrator shall prepare and submit a written report and recommendations to the teacher within ten (10) working days of the observation.
  - 3. The administrator shall hold a post-observation conference with the teacher within ten (10) working days of the teacher's receipt of the written report for the purpose of clarifying the written report and recommendations if the teacher's work is considered unsatisfactory.
  - 4. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve.
  - 5. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question.
- E. Classroom monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit T.V., public address or audio systems and similar surveillance devices shall be strictly prohibited.

## ARTICLE XI

### COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement.
- B. Compensation over and above the regular salary schedule is set forth in Schedule B, and incorporated into this Agreement.
- C. Teachers shall not be required to report or remain more than the scheduled school year or as individual contracts or assignments require.
- D. Pay periods shall commence the second Friday of the scheduled year and shall continue on the alternate Fridays, making a total of twenty-six (26) pay periods a year. Upon request, each teacher will receive salary paid in twenty-one (21) pay periods on alternate Fridays over the school year. Each teacher will sign a form indicating his/her preference during the first week of school. Teachers on the twenty-six pay period schedule may, upon request, receive all summer pay on the twenty-second pay period. Such requests must be made to the district office no later than May 1.
- E. In the event a teacher is required or requested to give up his/her preparation time in order to cover another teacher's assignment, said teacher shall be compensated at the rate of seventeen dollars (\$17.00) per substitution.

A teacher will be paid the above rates only when the study hall or class he supervises is not a part of his regular daily schedule of classes.

- F. Compensation and benefits will be prorated for teachers teaching less than a full teaching schedule.
- G. A teacher assigned teleinstructional teaching shall receive a \$750.00 stipend the first year they teach on the system. "Teleinstructional teaching" refers to teaching K-12 students in an originating site district during the K-12 instructional day whether or not the assignment contains one or more sections of teleinstructional teaching responsibilities.

CHASSELL TOWNSHIP SCHOOLS – SCHEDULE A

2010-2011 Teacher Salary Schedule

<u>Step</u>	<u>BA</u>	<u>BA+C</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	31,514	32,957	34,396	35,839	37,277
1	33,092	34,606	36,121	37,630	39,143
2	34,667	36,254	37,837	39,425	41,007
3	36,244	37,903	39,560	41,214	42,871
4	37,821	39,549	41,277	43,005	44,734
5	39,399	41,198	42,998	44,798	46,599
6	40,971	42,845	44,716	46,592	48,463
7	42,545	44,495	46,437	48,380	50,325
8	44,123	46,140	48,156	50,174	52,191
9	45,696	47,791	49,877	51,966	54,053
10	47,275	49,435	51,598	53,757	55,917
11	48,851	51,083	53,316	55,551	57,781

2011-2012 Teacher Salary Schedule

<u>Step</u>	<u>BA</u>	<u>BA+C</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	31,514	32,957	34,396	35,839	37,277
1	33,092	34,606	36,121	37,630	39,143
2	34,667	36,254	37,837	39,425	41,007
3	36,244	37,903	39,560	41,214	42,871
4	37,821	39,549	41,277	43,005	44,734
5	39,399	41,198	42,998	44,798	46,599
6	40,971	42,845	44,716	46,592	48,463
7	42,545	44,495	46,437	48,380	50,325
8	44,123	46,140	48,156	50,174	52,191
9	45,696	47,791	49,877	51,966	54,053
10	47,275	49,435	51,598	53,757	55,917
11	48,851	51,083	53,316	55,551	57,781

Longevity	13-15	500
	16-18	1,050
	19-21	1,600
	22-24	2,150
	25+	2,700



## SUPPLEMENT FOR COLLEGE CREDIT

Any teacher who attains 18 semester hours or a professional certificate, a Masters Degree, a Masters Degree plus 15 semester hours, or a Masters Degree plus 30 semester hours shall receive the appropriate adjustment in salary at the beginning of the school year or at the start of the second semester (prorated at 50%). Courses qualifying for movement on the salary grid under this article are to be approved in advance by the superintendent before enrollment. However, teachers may receive "blanket" approval in advance for all courses that are part of a planned program for Michigan professional certification or for a graduate degree. Such coursework must take place after an education degree is earned.

## CREDIT FOR EXPERIENCE

Credit for experience outside the school system shall be given by the Board. Full credit shall be given for the first five (5) years, with further credit at the discretion of the Board, but no credit shall be given for a fractional part of a year.

CHASSELL TOWNSHIP SCHOOLS

SCHEDULE B

Basketball - Varsity .....	\$3,596
Basketball - J.V. ....	2,325
Basketball - Jr. High .....	1,004
Track - Head Coach .....	1,700
Track - Assistant Coach .....	700
Track - Jr. High.....	700
Cross Country .....	1,373
Volleyball - Varsity.....	3,403
Volleyball - J.V.....	1,600
Golf .....	951
Cheer leading Advisor .....	1,057
Forensics - Head Coach .....	544
Forensics - Assistant Coach .....	272
Instrumental Music and Choral .....	2,350
*Grade 12 Advisor .....	719
*Grade 11 Advisor .....	358
*Grades 7-10 Advisor .....	240
High School Quiz Bowl.....	544
Drama (per play, maximum of 2 plays) .....	370
Choir .....	528
Camp Nesbit.....	386
Student Council .....	666
Yearbook .....	850
National Honor Society Advisor .....	370
Science Olympiad .....	528
Chaperones (voluntary) (per occurrence) .....	29
Summer Band (per performance) .....	47
Driver Education.....	17.43/hr

\* Grade (class) advisors are assigned on a non-rotating basis, and may continue yearly, subject to Board approval.

The programs under this schedule apply only if the Board offers the programs and the teachers show an interest.

## PROFESSIONAL COMPENSATION SECTION

### INSURANCE PROTECTION

- A. (2010-11)The board will pay on the behalf of each teacher taking part in this benefit, \$1400.00 per month per eligible employee starting January 1, 2011, towards a health plan of the association's choice.

(2011-12)The insurance allowance will increase to \$1500.00 per month per eligible employee if the State Aid stays the same as 2010-11 levels. If there is a loss of State Aid, then the insurance Allowance will stay at \$1400.00 per month per eligible employee. If the State withholds State Aid for going above the \$1300.00 insurance cap, then we follow State mandate.

Teachers employed on a part-time basis will be responsible for payment of a pro-rated portion of the premium as described in paragraph C below.

- B. In the event an employee is terminated during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve month insurance year earned at the time of termination. The employee may continue his/her health care coverage subject to the underwriting guidelines of the current carrier at his/her own expense, for the balance of the layoff year when coverage is no longer provided.
- C. A teacher must work at least three class periods per day in order to be eligible for the payment of insurance benefits and premium payments by the Board. The Board will pay a prorated equivalent of insurance cost toward the purchase of insurance benefits for any regular teacher, employed in a teaching position, who works three or more class periods per day. This proration will be based on the self only, two persons, or full family rate, whichever applies to the teacher for whom the benefits are prorated.

## ARTICLE XII

### ALCOHOLISM AND DRUG ABUSE

- A. The employer agrees not to perform random testing, testing prior to promotion or the award of tenure, periodic testing, or testing as a part of any physical or psychological examinations otherwise required. The employer may perform drug and/or alcohol testing upon individualized reasonable suspicion. The cost of the test will be paid by the District.
- B. The association and employer jointly agree that sick leave may be used by employees to gain treatment for alcohol and drug abuse and/or drug abuse problems. Employees may use accumulated sick leave for extended treatment on two separate occasions. Accumulated sick leave may be used without limit for individual visits to recognized professionals that provide treatment.
- C. A bargaining unit member, while successfully participating in an alcohol or drug abuse program, shall not be subject to discharge or discipline, based solely on participation in such treatment.
- D. The parties' concern is limited to alcoholism and drug abuse problems which cause poor attendance, unsatisfactory performance of professional duties and responsibilities or behavior that constitutes professional misconduct. Employees may be disciplined for such misconduct.
- E. The written report of the result of an investigation of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective bargaining unit member.

## ARTICLE XIII

### COMMUNICABLE DISEASES

- A. Communicable diseases shall be defined by the Michigan Department of Public Health. It is recognized that students with acute infectious communicable diseases will be excluded from school pursuant to rules promulgated by the Department of Health. It is further recognized that students with chronic or ongoing communicable diseases whose transmittal can be avoided by reasonable hygienic procedures and environmental management may, given individual circumstances of the case, not be excludable from school.
- B. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or law, to attend school, all bargaining unit members potentially having contact with the student shall be notified in advance of the child's placement and/or return to school to the extent permitted by law. The employer shall provide instruction in hygienic practices and management to members coming into contact with students having such communicable diseases.
- C. A bargaining unit member contracting a communicable disease shall have no fewer rights to continued employment with the employer, than the rights afforded to a student to attend school.

## ARTICLE XIV

### SICK LEAVE AND OTHER LEAVES

- A. Leave benefits described in this article are for full time teachers who are employed in teaching positions. Teachers who are employed on a part-time basis or for part of the school year will be granted leave in proportion to the time employed. For example, a teacher who is employed half-time will receive six (6) sick days and one and a half (2.5) personal leave days per year.
- B. Physical Examinations
1. The board may, when in the best interest of the school and for good cause, require any teacher to submit to a physical/psychological/psychiatric exam at board expense.
  2. In the event that the results of the examination are not acceptable to either party, the services of a recognized clinical hospital may be obtained for this examination. The results of the clinical examination shall supersede that of the original physician. The expense is to be borne by the dissatisfied party.
- C. Partial Disability
- In case of partial disability which may incapacitate the teacher from discharging his full teaching duties, such teacher's assignment may be adapted to his ability and proportional salary adjustment made, wherever practical.
- D. Sick Leave Allowance
1. A teacher anticipating an absence, will notify the building principal as soon as possible. All teachers will maintain a lesson plan book which will include a class roster. The lesson plan for the upcoming week will be turned in to the principal on Friday. The location of plans will be made known to the principal.
  2. The Chassell Board of Education grants to each regular part-time and/or full-time teacher, excepting those classified as substitutes or hired on a day to day basis, annual allowance of sick leave days subject to rules and regulations controlling the number of days, use, and accumulation of the same.
  3. a. Each teacher shall receive sick days at the rate of twelve (12) days per year. The days shall become effective when the teacher reports for duty as authorized. In the event a teacher's employment terminates, or the teacher is hired after the beginning of the school year, the above twelve days shall be pro-rated to the time employed. In the event of overpayment, any necessary payroll reductions shall be made on the teacher's last paycheck.  
b. Sick leave may be utilized subject to the following conditions:
    - (1). Personal illness or physical disability of the employee.
    - (2). Illness or death in the immediate family, up to ten days per incident.
    - (3). Quarantining of the employee in case of contagious diseases - the quarantining having been imposed by the proper health authorities.
    - (4). Sick leave as such does not apply just preceding or following a holiday or vacation period without an M.D.'s written statement.
  4. At the end of the year any unused portion of the teacher's allowance, up to a maximum of twelve (12) days in any one school year, shall be allowed to accumulate in reserve for said teacher to a maximum of no more than one hundred sixty (160) days.
  5. Illness in the immediate family is defined as illness of a spouse, mother, father, sister, brother, child and grandparents (if dependent upon the employee for support).

6. Each teacher employed by the Board of Education shall be allowed the regular allotted sick leave days each year with full pay in case of non-compensable illness or injury. In the case of illness or injury compensated by the Michigan State Accident Fund, the teacher's salary will be the difference between his regular salary and the amount paid by the Michigan State Accident Fund Insurance, for duration of contract year. In such instance accumulated sick leave shall be reduced on a pro-rata basis.
7. Sick leave for teachers employed on part-time, or for part of the school year, will be granted in proportion to the time employed.
8. A statement of sick leave account will be presented each teacher on request.
9. A teacher who is absent for a portion of a day due to accident or illness shall be charged one hour of sick leave for each period they are absent.
10. The teacher shall, on request of the board or designee, present a doctor's certificate or other proof of illness satisfactory to the board covering the full period of absence for which he is to be paid.
11. All properly chargeable absences for one-half day or more shall be subtracted from the employee's accrued sick leave, but in no case shall the debit be more than five (5) days for any calendar week. This applies whether or not the work is absorbed by others or assumed by a substitute.
12. In case of serious accident, illness, and/or emergency surgery, requiring extended medical care or hospitalization, additional sick leave up to one-half of the individual's accumulated total, at the beginning of the year, may be granted at the discretion of the superintendent and subject to the approval of the board.

E. Pay for Unused Sick Leave

Any teacher with fifteen (15) years of service to the Chassell School District shall be paid at the time of retirement fifteen dollars (\$15.00) per day for their unused sick leave up to 160 days.

F. Unpaid Leave of Absence

A non-probationary teacher who is unable to work because of personal illness, injury, or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay for up to the remainder of the school year.

G. Funeral Leave

Funeral leave is defined as time necessary for attendance at the funeral of a member of the immediate family or for funeral services of a person where professional relationship in the Chassell District warrants such attendance. Death in the immediate family means the death of a father, mother, spouse, parents of spouse, sister, brother, child, brothers and sisters of spouse, spouses of brothers and sisters, and grandparents or any other person or relative who is wholly dependent upon the employee for support. Requests for funeral leave for persons outside of the immediate family may be submitted to the superintendent and, if approved, will be charged against accumulated sick leave.

H. Military Leave

Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. Length of such leave shall be limited to two years, unless national emergency warrants otherwise. Teachers on military leave shall be given the benefit of all salary increments and sick

leave allowance which would have been credited to them had they remained in active service to the school system.

I. Conferences

When a teacher shall be assigned by the superintendent, or submit a request which is approved by the superintendent to attend meetings, conferences or other activities, the exact amount of expenses as agreed upon by both parties shall be paid in addition to no loss of salary to the teacher.

J. Jury Duty

Teachers called for jury duty shall be paid their regular salary with no deduction from sick leave or loss of pay. Teachers shall sign over their jury duty checks to the district unless the jury duty check exceeds their salary, in which case the board shall deduct a day's salary for each day the employee retains jury duty pay.

K. Extended Leave

The following leave of absence without pay may be granted upon application with the approval of the superintendent and board: Up to one (1) year for full-time graduate study at a college or university providing the study is related to the employee's teaching. This leave must be applied for by March 15 for the leave to apply the following year. An employee granted leave under Article XIII, K, shall be eligible to continue his/her health care coverage, subject to the underwriting guidelines of the current carrier, during this leave, at his/her own expense. Upon returning to the district, a teacher will be offered a position similar to the one occupied prior to the leave.

L. Local Association Business

A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from the regular duties without loss of salary.

M. Association Education Leave

Any teacher who is an officer in the Chassell District Association shall be released from regular duties without loss of salary one day each semester for the purpose of participating in area or regional meetings of the Association at the discretion of the superintendent.

N. Professional Business Days

1. At the beginning of the school year, each teacher shall be credited with two (2) professional business days. Professional business days may be used for any educational purpose at the discretion of the teacher. The teacher planning to use a professional business day shall notify the principal at least one week in advance of the absence.
2. Professional business days shall be used for the purpose of (1) visitation to view other institutional techniques or programs, or (2) conferences, workshops or seminars conducted by colleges and universities. The teacher may be requested to file a written report within one week after attendance at such visitation, conference, workshop or seminar.
3. Professional business days shall not accumulate from year to year.
4. The use of professional business days shall not be charged against the teacher's sick leave account, nor shall any deduction in pay be made.
5. Attendance at a ceremony awarding a degree will be limited to only that staff member who is to receive the degree and for such portion of the day as is necessary.



6. Additional professional business days may be granted at the discretion of the superintendent.

O. Personal Leave Days

Three (3) personal leave days may be granted annually to each teacher to be used for other purposes without loss of pay for time involved, nor will personal days be charged against the teacher's sick leave account. Such requests for personal leave shall be submitted to the superintendent at least five (5) days prior to the date said leave is desired. The use of personal leave days by any teacher during the first and last weeks of school and attached to any school holiday will be restricted to once every other year. This restriction can be waived by the Board in the event of special circumstances. Unused personal leave days can not be carried over to the next year as personal leave. Any personal leave days that remain unused at the end of the school year will be credited to the teacher's accumulated sick leave.

(2011-12) Raise personal days from (3) to (5) per year. The extra personal days cannot be carried Over to successive years as either personal or sick leave.

P. Maternity Leave

In the event that a teacher who is expecting a child or has given birth to a child is unable to perform her duties, said teacher may use her sick days until such time as she is able to return to work. Upon giving the Board of Education a sixty (60) calendar day notice, unpaid maternity leave for a period of up to one (1) year shall be granted by the Board for child care purposes. Every effort shall be made to place said teacher in the same position she was in prior to the maternity leave.

Q. Sick Leave Bank

A sick leave bank may be established by bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of 50 days. The pool shall be created by a voluntary contribution of sick days from a member's accumulated sick leave bank and shall not exceed a contribution of seven (7) sick days by a member in any given year. The contribution of sick days to the pool may be made only once each year, during the last week of the school year.

The pool of unused sick leave days generated by this process shall be administered by a committee composed of two members of the association and two members of the administration. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or child care purposes, unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes.

Upon depletion of his or her personal sick days, any bargaining unit member may make a written application to the committee to utilize sick leave pool days. Reports on the status of this sick leave pool, including the number of days remaining, will be provided to the association upon request.

## ARTICLE XV

### PAYROLL DEDUCTION OF DUES

- A. Any teacher who is employed by the Chassell Township Schools, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the MEA. Such authorization shall continue in effect from year to year. The Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months beginning in September and ending in June. The Board agrees promptly to remit the NEA and MEA dues to the Michigan Education Association, accompanied by an alphabetical list of teachers for whom such deductions have been made.
- B. The Chassell Education Association/CCEA/MEA/NEA 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 reason of, action taken by the Board or any of its agents for the purpose of complying with this article.
- C. The Board recognizes the legal obligation incumbent upon bargaining unit members to contribute to the Association dues or service fees 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 teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the Association. The teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A.
- D. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction as provided in the preceding article, the Board recognizes the right of the Association to pursue legal remedies for those teachers who are in non-compliance with regard to the dues and/or service fee provision of this contract and such teacher's membership contract with the Association.

## ARTICLE XVI

### EQUAL EDUCATIONAL OPPORTUNITY

The Chassell Township Board of Education and the Chassell Education Association/ CCEA/MEA/NEA, recognize the Board is committed to a policy of affording equal opportunity to all its employees, students, applications for employment and applicants for admission without regard to race, religion, color, national origin, age or sex, except where age or sex is a bona fide occupational qualification. The Board is also committed to a policy of educating and employing disabled individuals without discrimination. These policies are to be implemented with due regard for the relative qualifications of all involved.

ARTICLE XVII

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

## ARTICLE XVIII

### EMPLOYEE DISCIPLINE

- A. No teacher shall be disciplined without just cause. Discipline of a teacher may be grieved under the grievance procedure of this Agreement unless the disciplinary measure constitutes a demotion for appeal within the jurisdiction of the Michigan Teacher Tenure Act, MCL 38.71 et seq. Any discharge or termination of a teacher shall be governed exclusively by the applicable provisions of the Michigan Teacher Tenure Act, MCL 38.71 et seq. and shall not be subject to the grievance procedure of this Agreement.
- B. Whenever a disciplinary measure is being administered to a teacher or the teacher is being questioned about a matter for which it is reasonable to conclude that discipline of the teacher could result, the teacher will be advised that he or she has the option to have an Association representative present or to waive such representation.

ARTICLE XIX  
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 Public Act 25 1990 or other similar plans:

1. In the event that any provision(s) of a school improvement plan (SIP) or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
2. Copies of all building level school improvement plan reports, minutes and recommendations shall be provided to the Association president, grievance chair and P.N. chair by the superintendent.
3. Employee participation in any and all plans, programs or projects included in the term "SIP" is voluntary. Participation or non-participation shall not be used as a criterion forevaluation, 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.

## ARTICLE XX

### MEDICALLY FRAGILE STUDENTS

When a general education classroom teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures that may be necessary on occasion due to the student's impaired condition.

## ARTICLE XXI

### MISCELLANEOUS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. The Association will be presented five (5) additional copies.



ARTICLE XXII

CHASSELL TOWNSHIP SCHOOLS  
Calendar Provisions

Chassell Township Schools will follow the calendar provided by the CCISD, with the ending date set so as to include 173 teacher/student days (which include six half-days for conferences and/or in-services) and the equivalent of two (2) additional days of teacher in-service, typically scheduled one before school and one on the common October in-service day.) In the event that state requirements cannot be met using this time, additional days will be added at the end of the school year to meet those requirements, unless a different method is mutually agreed to.

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 at the end of the school year.

ARTICLE XXIII

DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of August 31, 2008, and will continue and remain in full force and effect until August 30, 2012.

IN WITNESS WHEREOF, the parties hereunto set their hands this 16th day of May, 2011.

COPPER COUNTRY EDUCATION ASSOCIATION  
MEA/NEA

CHASSELL TOWNSHIP SCHOOLS  
BOARD OF EDUCATION

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

(NOTE)

Please see ratified agreement per attached